

COMMUNITY IMPACT STATEMENT

STONECREST

Formerly

FOREST VIEW

(Note: Some of the documentation herein references Forest View. All of these references are applicable to Stonecrest.)

**DPZE File No. 06-35
HSA Job No. 6914-0-VIEW**

**A Single Family Conventional Subdivision
Charles Town District**

Prepared for

**THE JEFFERSON COUNTY PLANNING AND ZONING COMMISSION
Charles Town, West Virginia**

By

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STONECREST
COMMUNITY IMPACT STATEMENT (CIS)

Purpose Per Article 7 of the Jefferson County Subdivision Ordinance, the Community Impact Statement (CIS) provides Jefferson County with an opportunity to acquire information about a subdivision proposal before the project is formalized with an opportunity to advise the subdivider of the Planning Commission's informal disposition toward a subdivision proposal.

Basic Descriptive Information

1. **Name, Address of Owner and Developer**

Property

Lot 2

Map 3, Parcel 9

Charles Town Tax District

Owner

Jane Stone

16 High Street

Charles Town, WV 25414

304-725-7439

Developer

Buckeye Development, LLC

125 South Carroll Street, Suite 150

Frederick, MD 21701

301-696-0900

2. **Name, Address of Contact Person**

Zoltan L. Nagy

Buckeye Development, LLC

125 South Carroll Street, Suite 150

Frederick, MD 21701

(301) 696-0900

and

Michael Watkins
Harris, Smariga and Associates, Inc.
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3. **Tract Size, Shape, Location**

On October 5, 1988 the property, of which the subject property is a part of, was comprised of one parcel of land containing approximately 315 acres. The property was subdivided as a minor subdivision and divided among the three Roderick children in 1992. Lot 2 of this division contains 102.00 acres and is the subject of this application. The intersections closest to the site are Flowing Springs Road (Rt. 17) and Daniels Road located near the site's southern property line and Job Corps Road (Rt. 22), which is 1500 feet north of the site's northern property line (*for site location see Exhibit 1*).

4. **Project Design and Layout**

The proposed project is a 225 lot single-family dwelling residential development. Access to the project is provided from two points: an internal street connection with the proposed Daniel's Forest subdivision, and a street connection from Flowing Springs Road, Rte.17. The proposed dwelling type is to be single-family detached two stories with basement, with 3-4 bedrooms and integral garages. Utilities servicing the site will include cable TV, electricity, telephone, stormwater management, including storm drainage, and water and sewer. The stormwater management facility will be strategically located on the site to capture the project's runoff. The streets are proposed to be ditch-lined (open section) with street trees, pedestrian paths and lighting, contained within a 50 foot right-of-way. Streets will be 20 feet in width, paved with bituminous asphalt, constructed to meet any applicable County requirement. Recreational amenities include pedestrian paths, tree lined streets and open space with play area. (*see Exhibit 2 for Sketch Plan*).

The Conditional Use Permit (CUP) is approved. A copy of the Planning Commission Meeting Minutes for their April 8, 2003 meeting is attached. The West Virginia State Supreme Court has upheld the CUP approval and the CUP approval has not expired.

5. **Number, Approximate Size, Location of Lots**

The project is a single-family residential subdivision within approximately 102 acres of land developed at a density of approximately 2.2 dwelling units per acre. The minimum proposed lot size is approximately 12,000 square feet, with the largest lot in the project approximately 20,000 square feet. Varying lot sizes are distributed throughout the site with a reservation for open space and stormwater management, approximately 13.7 acres in size, at the northeast corner of the site.

6. **Topography**

The area proposed for development can be characterized as rolling with areas of 2 to 7 percent slopes. There are knolls in the southwest corner of the site that represent the higher elevation of the site, +/- 485 feet. The lower elevation of the site is located in the northeast corner of the property with an elevation near 471 feet. The existing drainage pattern is roughly west to east along the upper third of the site. The most recent farming operations had the property sown in corn (*see USGS Map: Exhibit 3*).

7. **Soil and Drainage Characteristics**

According to the Jefferson County Soils Survey, 1973, the soils on the site consist of the Duffield series (DgB, DgC), which are deep and well drained, have slopes that range from 2 to 12 percent, and slight to moderate limitations with regard to the location of building sites. The Frankstown soils (FbB, FbC) having slopes that range from 2 to 12 percent, and with depth to bedrock being to 48-84", have either slight to moderate limitations with regard the location of building sites (*see Exhibit 4*).

8. **Existing Natural or Man-Made Features**

The site exhibits no significant vegetation, streams, wetlands, rock outcroppings or quarries. The property is comprised of farm fields and an abandoned residential structure with driveway.

9. **Existing Structures**

There is an existing house on the site in very poor physical condition and will be demolished and disposed of properly.

10. **Existing Easements, Rights-of-Way**

An easement for overhead utility lines crossing the property exists along the Rt. 17 frontage.

11. **Existing Covenants and Restrictions**

There are no known covenants or deed restrictions.

12. **Approximate Size, Etc., of Areas to be Dedicated**

Dedication will be made for public roads, parkland and stormwater management. Roadway dedication for Flowing Springs Road and the internal subdivision streets is approximated at 10.4 acres. The recreational/open space area shown on the sketch plan (*Exhibit 2*) is intended to be passive in nature. The area intended to be platted is approximately 78 acres. Based on the methodology contained in the subdivision regulations, the proposed project would be required to provide approximately 3 acres of parkland. The sketch plan depicts approximately 13.7 acres of open space. This acreage will be used for stormwater management and park land. The Preliminary Plat will clearly show the two separate uses as separate parcels with proposed acreage. We believe there is more than adequate area to provide the necessary required stormwater management and provide more than the required park land. The open space and roads will be owned and maintained by the project's Homeowner's Association.

13. **Intended Improvements**

Proposed improvements include parkland, roads, water and sewer, storm drainage, noise attenuation and landscape screening along Flowing Springs Road and stormwater management. Parkland dedication is proposed and exceeds the required amount. Roads will be constructed to Jefferson County standards. Public water and sewer lines will also be built and primarily located within public rights-of-way. Electricity, telephone, and TV cable will be installed underground. An earthen berm with attractive landscaping will enhance the frontage along Flowing Springs Road. Landscaping would consist of native and ornamental shrubs and trees, and annual flower plantings. There will be a street sign for each street, as well as stop signs at each intersection. There will be an identification sign for the subdivision at the entrance from Flowing Springs Rd.

14. **Intended Land Uses**

The proposed land use is residential, single-family homes with accessory uses. The proposed dwellings will generally be 2 stories with basement, 2-3 car garaged homes of varying architecture. There will be 225 lots with a minimum size of approximately 12,000 square feet. Dwelling footprints will be approximately 2,500 square feet in size.

15. **Intended Earthwork**

Earthwork will include the cutting and/or filling for road construction and house sites including yards. The necessary grading for site improvements, drainage control and storm water management will require about 60 percent of the site to be graded.

16. **Proposed Covenants and Restrictions**

There will be private homeowners' association covenants and restrictions on the subdivision. A copy of the documents is attached as *Exhibit 6*.

17. **Tentative Schedule**

The project will take approximately a year to obtain all of the required approvals. The first section of lots is anticipated to come online sometime in 2007 or 2008. The developer's estimated build out is 10 years.

18. **Market, Feasibility Study**

The Market Study is attached as *Exhibit 7*.

19. **Project Cost**

The total project cost, excluding building construction, is projected at \$6,500,000

20. **Funding Sources**

The project will be funded privately.

II. **COMMUNITY IMPACTS**

Physical, Social & Economic Impacts

1. **Earthwork**

The site will be graded only where necessary; primarily the proposed roads, utilities, house sites, and driveways. Grading for utilities and roads will be done first, with final grading for lots to be done as the lots are sold. If blasting is required, adjoining property owners will be notified in advance as required by applicable regulation. The engineering design will strive to balance the site; cut areas will equal the areas where borrow is needed. Spoil, if created, can be distributed throughout the large open space area on-site. Proposed drainage patterns will mimic existing drainage patterns via open section roadways that

closely follow existing topography and storm drainage depositing runoff at the stormwater management facility. Sediment control will be designed and installed per West Virginia Erosion and Sediment Control Handbook.

2. **Conversion of Farm Land**

100% of the site had been utilized for agricultural purposes within the last 3 years and does represent a conversion of potential farmland to residential use.

3. **Wildlife Populations**

There are no known rare or endangered species of wildlife indigenous to this site. A letter from the DNR is attached as an exhibit. Regional wildlife populations will not be adversely affected. Localized disturbance to some nests or dens of deer, raccoon, groundhog, squirrel, or fox will occur (*Exhibit 8: DNR Letter*).

4. **Groundwater and Surface Water Resources**

There are no streams crossing the property. There are two areas on the soils map, which indicate wet soils which will be addressed during engineering design. Since this development will be served with public sewer and central water, the number of reported water contamination problems is not relevant; never the less, a request for this information has been sent to the Jefferson County Health Department. According to the Wetlands Inventory Map (*Exhibit 9*), there are numerous ponds within one mile of the project site. The proposed construction will have no adverse impact on these areas. The stormwater management is accommodated in a main facility located in the northeast corner of the property. Water quality of runoff is accomplished through on-lot swales, side drainage ditches along the streets. The main stormwater management facility will also accommodate water quality treatment and provide the necessary quantity control. The outlet for the pond will be via natural swales that cross-adjacent property. All stormwater management will be designed in accordance with Jefferson County regulations and best management practices.

5. **Compatibility with Surrounding Area**

A Compatibility study can be described in terms of density and adjacency to proposed or exiting development. Compatibility determines density of properties within a 1 mile radius; as an example Briar Run, Walnut Grove and several others properties have greater densities than is planned on the subject property. The site is located in between two planned subdivisions: proposed Aspen Green, approximately 2 dwellings per acre, to the south and proposed Daniel's Forest to the north, approximately 2 dwellings per acre. The property to the west of Flowing Springs Road is partially wooded and used for crops and pastures. The

property to the east is private property developed with single-family homes at a density much less than 1 dwelling unit per acre. Further east is Breckenridge North, a large planned community of several hundred homes. Just southeast of the subject property is the Butler property which is slated for 300 homes. The proposed density for Stonecrest is just over 2 dwellings per acre and subject to refinement at the subdivision level of review. The property's density is compatible with the surrounding area, and the adjacent proposed developments.

An analysis of adjacent properties to determine compatibility includes land use, density, area development patterns, and location of amenities and public infrastructure. Most of the surrounding properties have either developed with residential uses or are proposed as residential uses, while being zoned Rural. These properties are on the periphery of an area designated Residential-Growth District and make for a logical extension of residential development.

The overall design is similar to the surrounding area in development patterns. The proposed project's street and on-site circulation pattern incorporates a traditional grid pattern modified to include a small number of curvilinear streets, with most internal streets terminated in a cul-de-sac. A spine road or central thoroughfare, with a traffic calming device, provides connections to county or state roads. Internal street connections are provided with radial or perpendicular street connections. Each property is zoned similarly and will meet similar development regulations. A wooded buffer will be planted along Flowing Springs Road as required by the Planning Commission property. The overall density of the project is about one lot per every half-acre. It is our opinion that this project will be visually compatibility with the neighborhood.

6. **Sensitive Natural Areas**

There are no known sinkholes on this property, but given the nature of the karst topography of Jefferson County, they could be encountered. If sinkholes are encountered, they will be protected by the proven construction methods (see *Exhibit 10: Sink Hole Inventory*). If sensitive natural areas do exist, standard, best management practices, sediment and erosion control measures will be implemented during construction to ensure that they will not be adversely affected.

7. **Demands for Schools and Educational Facilities.**

Number of children and schools serving the proposed development:

Based on information provided by the Jefferson County School Board as part of the impact fee report, there are 0.64 children for each single-family residence in the County. We have further broken this down using the 2000 census age tables for Jefferson County as follows: 0.29 elementary, 0.15 middle school, .05 ninth grade complex and .15 senior high.

- Ages 10: $225 \times 0.29 = 65$ Kindergarten through Fifth Grade students would attend T. A. Lowery Elementary School. (2006-2007 enrollment of 632 for K thru 5th grade).
- Ages 11-13: $225 \times 0.15 (0.13) = 34 (29)$ Sixth Grade through Eighth Grade students would attend Harpers Ferry Middle School. (2006-2007 enrollment of 471 for 6th thru 8th grade).
- Age 14: $225 \times .05 (.04) = 11(9)$ ninth graders would attend the complex. (2006-2007 enrollment of 631 for 9th grade).
- Age 15-18: $225 \times 0.15 (0.13) = 34 (29)$ Tenth through Twelfth Grade Students would attend Jefferson High School, (2006-2007 enrollments of 2,342 for 10th thru 12th grade).

Based on the phasing plan for the development, the number of children entering the school system each year would actually be less than 30 a year. Additionally, A new high school is scheduled for opening in the fall of 2007 to be constructed south of Charles Town at Huntfield and a major renovation to be completed in 2006 (already started) of Jefferson High School allowing it to become a 4 year high school. At that time the 9th grade complex will be converted into a middle school. A safe assumption can be made that looking at the proximity of this site to the present 9th grade complex that students from this development will most probably go to the new middle school at Shenandoah Junction. Also it can be assumed that major redistricting may occur once the new high school (ground is currently being cleared), south of Charles Town, is built and the current high school renovated (presently under way) and that the elementary school for this site may not be T. A. Lowery Elementary School.

Additionally, prior to the construction of each house, the applicable impact fee at that time will be paid to the County to assist in alleviating the impact of any increased enrollment caused by this new development upon the school system. This development will pay impact fees for every housing unit built and the full

built out will not occur until 2010 after the new high school is built. Actual sales of houses will occur over a longer time as illustrated by the above table.

Using the "State of the Schools Report" the following areas of concern were noted in the report:

The main issue identified is growth demands on the school system. Estimated growth is 3% a year and it is noted that the school system currently utilizes 36 portable units. The report notes that many of the obstacles are a result of state legislation, including the need to change the state aid formula and the need for locality pay for teachers. The report acknowledges that County Commission has enacted impact fees but also suggests that shared facilities for recreation should be considered as well as donations from developers that could be considered as credits towards impact fees. It also notes that school construction program is started with second county high school to open in 2007. The report also notes the need for on going maintenance and improvements to existing buildings.

Problems identified at the individual schools in the report are:

T.A. Lowery Elementary School is experiencing rapid school population growth in kindergarten and grades 1 through 3. Portable classrooms were added this year.

Harpers Ferry Middle School is identified as having need for increased security and it is noted that this school uses temporary classrooms.

The high school complex is noted as in need of more space and renovation. We note that renovations are currently under way.

8. **Traffic**

The 2004 Comprehensive Plan identifies a Highway Problem Area at the intersection of RT.18 and RT. 17 north of RT. 24 (See maps contained in Exhibit #5). The issue cited is poor visibility due to the angle of intersection. The most logical correction would be to realign RT. 18 through the adjacent property. This would not affect the area of the proposed subdivision.

Attached as Exhibit 14 is a Traffic Impact Analysis prepared by Michael Glickman of Patton Harris Rust & Associates prepared on February 16, 2007 (revising the previously submitted one dated October 2006). The conclusion of the report is that the traffic impacts associated with the proposed Stonecrest

subdivision are acceptable and manageable. The key intersection to the north of the development is Route 17/Job Corps Rd while the key intersection to the south of the development is Route 17/Daniels Rd.

The traffic study indicated that by 2008 there will be one intersection in their study area requiring signalization and several intersections needing additional turning lanes in order to preserve adequate levels of service. It is important to note that these conditions will be warranted by current development and other developments already in the pipeline and not caused by Stonecrest. However, the developer does recognize that the additional 225 homes of Stonecrest will have a further adverse impact on traffic in this area. As such, the developer will agree to pay for all costs involved in adding any needed turn lanes to Site Drive #1 (entranceway into Stonecrest from Flowing Springs Rd) and will work with WV DOH on a pro-rata mitigation plan for all of the other intersections noted in the traffic study.

9. **Demographic**

According to census data by Jefferson County, 2.4 persons occupy the average single-family house. On that basis, the 225 single-family homes in the proposed development would yield 540 people.

10. **Emergency Medical Facilities**

Located about 3 miles away, Jefferson Memorial Hospital has adequate facilities to provide a broad range of medical services and meet the emergency needs of the residents. There are also hospitals in Martinsburg, Hagerstown, Frederick, Winchester and Leesburg.

11. **Fire**

According to the Comprehensive Plan, the subject property is in an overlapping area. It would be served by Citizens Fire Company, approximately 3.9 miles from the site and Independent Fire Company, 3.1 miles from the site. The HOA which will be setup for Stonecrest will collect a \$75 annual fee from each dwelling unit and contribute these funds to the appropriate fire and EMS companies which service the subdivision

12. **Police**

The West Virginia State Police and the Jefferson County Sheriffs Department both have jurisdiction at the development site.

13. **Trash Removal**

Apple Valley Waste or similar commercial waste company will provide trash removal.

14. **Electric Service**

The Allegheny Power Company will serve the site.

15. **Telephone Service**

Citizen's Communications will provide phone service to this site.

16. **Water and Sewer Service**

Each lot will be served with sanitary sewer provided by the Jefferson County Public Service District, and potable water provided by Jefferson Utilities (*Exhibit 13*).

17. **Relationship of Project to Comprehensive Plan**

The site is not located in the residential growth area identified on the Jefferson County zoning map. It is, however, consistent with the intent of the language found in the Jefferson County Comprehensive Plan adopted in 2004. In a section entitled The Dwindling Inventory of Buildable Lots, more lots are needed to keep up with the demand for housing. This subdivision would assist in meeting the County's housing need. The Plan also recommends subdivision that utilizes public water and sewer systems. The Plan also recognizes infrastructure costs relative to affordability. The density of this project keeps infrastructure costs low reducing the need to elevate home prices to recoup those costs. In collaboration with adjoining subdivisions, the Plan's recommendations are facilitated with the provision of public systems that serve this and the abutting proposed developments. The subject site is a prime example for which the Conditional Use Permit was intended.

18. **Housing Supply**

This project will contribute 225 housing units to Jefferson County. For more information on the aimed for market niche, see *Exhibit 7: Market Feasibility Study*.

19. **Historic Sites**

There are no historical structures or properties within two hundred (200) feet of the proposed development. There are no properties within 500 feet listed on the National Register of Historic Places (NRHP) (*see Exhibit 12: Jefferson County National Register of Historic Places*); however, according to the "Windshield

Survey on Explorer: The West Virginia History Database, Jefferson County Module" by Dr. William D. Theriault, there is an existing federal style house built circa 1805 known as the Zoar meeting house on the property adjacent to this development. This house is on the west side of Flowing Springs Road, north of the development site. According to the survey this structure is of great historic significance (See Exhibit 12). The developer will agree to monitor the Zoar meetinghouse during construction of the subject site in order to insure that there will be no adverse impacts on the historic structure. There are no known graves or cemeteries on the property. There are no known historic or pre-colonial Native American burying sites on the property.

20. **Recreation**

There will be passive recreational facilities at the proposed development. There are also recreational facilities at Jefferson High School and T. A. Lowery Elementary School. and Sam Michaels Park. There are no State or Federal Parks within two miles.

21. **Property Tax Evaluation**

Once the project is built-out, it is estimated that the development will generate \$569,835 in property taxes based on the following:

- Jefferson County Property Tax Guide, Class II Tax Rates,
- Estimated value of project: \$78,750,000 (with houses)
- Assessed value: (60a/o of above figure) \$47,250,000
- Total County Tax Rate: 1.206/\$100.
- Tax Computation: $47,250,000 / \$100 \times 1.206 = \$569,835$

22. **Bank Deposits and Loans**

It is anticipated that the residents of this community will make use of the local banking facilities.

23. **Anticipated Local Spending**

Local contractors and suppliers will be given an opportunity to bid on the various construction work as it becomes available. Local residents will more than likely shop locally for food, products and supplies. It is estimated that \$6,000,000.00 will be spent locally.

24. **Local Employment Implications**

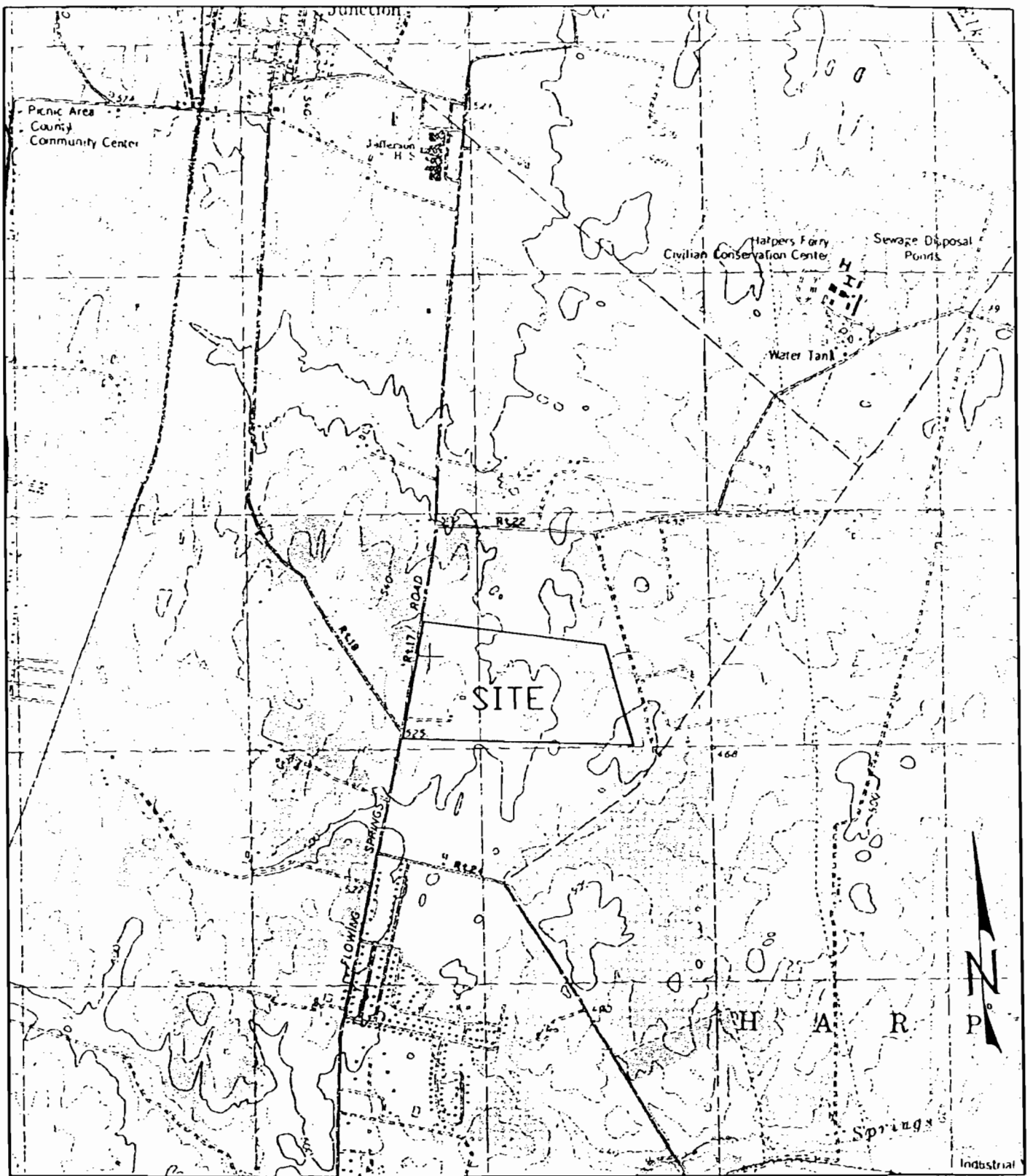
Roughly fifty percent of Jefferson County's population commutes outside of the county for employment. The estimated price for house and lot is \$350,000.

25. **Property Values**

It is our professional opinion that the property values will increase on the adjoining properties. In other locales that have experienced residential growth, it has been found that as new homes are built the value of surrounding land also increases.

Exhibit 1

Site location



SITE LOCATION MAP

Scale: 1" = 2000'

Appalachian Surveys of WV, LLC

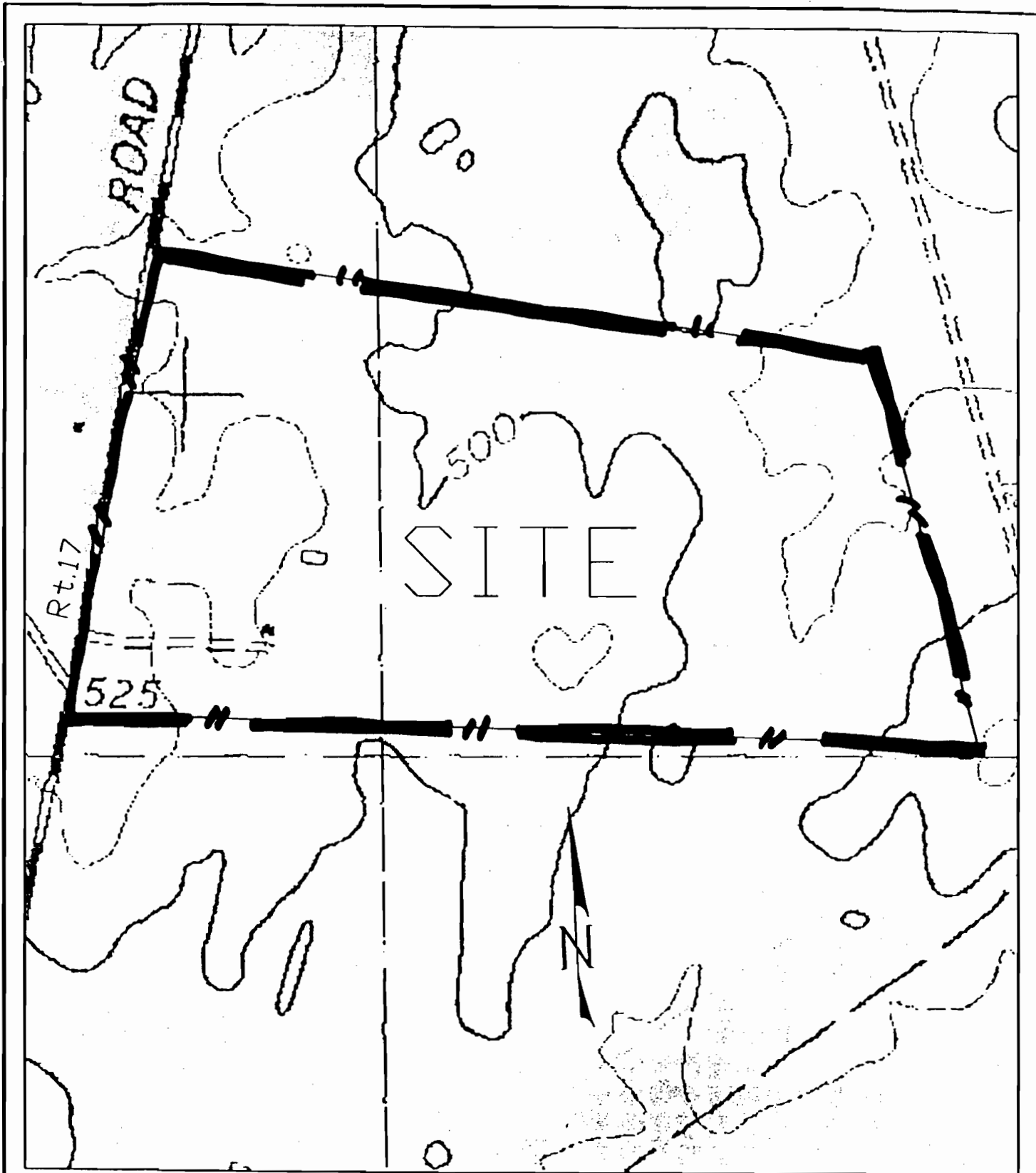
P.O. Box 35 Charles Town, WV 25414

Exhibit 2

Sketch Plan

Exhibit 3

USGS Map



TOPOGRAPHY

Scale: 1" = 500'

Appalachian Surveys of WV, LLC

P.O. Box 35 Charles Town, WV 25414

Exhibit 4

Soils Map and Text

SOIL SURVEY OF JEFFERSON COUNTY, WEST VIRGINIA

Soils Map



SOIL SURVEY OF JEFFERSON COUNTY, WEST VIRGINIA

Soils Map

MAP LEGEND

Soil Map Units	
	Cities
	Detailed Counties
	Detailed States
	Interstate Highways
	Roads
	Rails
	Water
	Hydrography
	Oceans
	Escarpment, bedrock
	Escarpment, non-bedrock
	Gully
	Levee
	Slope
	Blowout
	Borrow Pit
	Clay Spot
	Depression, closed
	Eroded Spot
	Gravel Pit
	Gravelly Spot
	Gully
	Lava Flow
	Landfill
	Marsh or Swamp
	Miscellaneous Water
	Rock Outcrop
	Saline Spot
	Sandy Spot
	Slide or Slip
	Sinkhole
	Sodic Spot
	Spill Area
	Stony Spot
	Very Stony Spot
	Perennial Water
	Wet Spot

MAP INFORMATION

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 18
 Soil Survey Area: Jefferson County, West Virginia
 Spatial Version of Data: 2
 Soil Map Compilation Scale: 1:24000

Map comprised of aerial images photographed on these dates:
 4/11/1988

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend Summary

Jefferson County, West Virginia

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Fk	Funkstown silt loam	38.7	7.0
HbB	Hagerstown silt loam, 3 to 8 percent slopes	2.3	0.4
HbC	Hagerstown silt loam, 8 to 15 percent slopes	2.0	0.4
HgE	Hagerstown-Opequon-Rock outcrop complex, 15 to 35 percent slopes	1.6	0.3
HrC	Hagerstown-Rock outcrop complex, 8 to 15 percent slopes	49.4	9.0
Ln	Lindside silt loam	11.0	2.0
PmB	Poplimento silt loam, 3 to 8 percent slopes	276.6	50.3
PmC	Poplimento silt loam, 8 to 15 percent slopes	123.9	22.5
PpB	Poplimento silt loam, 3 to 8 percent slopes, very rocky	16.9	3.1
PrC	Poplimento-Rock outcrop complex, 8 to 15 percent slopes	11.5	2.1
RpC	Ryder-Poplimento complex, 8 to 15 percent slopes	16.3	3.0

Map Unit Description

Jefferson County, West Virginia

Fk Funkstown silt loam

Setting

Landscape: Karst, river valleys
Elevation: 270 to 600 feet
Mean annual precipitation: 33 to 46 inches
Mean annual air temperature: 40 to 64 degrees F
Frost-free period: 141 to 168 days

Composition

Funkstown, silt loam, and similar soils: 80 percent
Minor components: 20 percent

Description of Funkstown, silt loam

Setting

Landform: Drainageways
Landform position (two-dimensional): Toeslope
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy alluvium derived from limestone

Properties and Qualities

Slope: 0 to 3 percent
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.57 to 1.98 in/hr)
Depth to water table: About 24 to 42 inches
Frequency of flooding: Frequent
Frequency of ponding: None
Calcium carbonate maximum: 0 percent
Gypsum maximum: 0 percent
Available water capacity: High (about 9.6 inches)

Interpretive Groups

Land capability (non irrigated): 2w
Other vegetative classification: Moist Loams (ML2)

Typical Profile

0 to 12 inches: silt loam
12 to 29 inches: gravelly silt loam
29 to 45 inches: silty clay loam
45 to 80 inches: channery silt loam

Minor Components

Toms, silt loam soils

Percent of map unit: 15 percent
Landform: Drainageways
Landform position (two-dimensional): Toeslope
Down-slope shape: Linear
Across-slope shape: Concave

Holly, loam soils

Percent of map unit: 5 percent
Landform: Flood plains
Landform position (two-dimensional): Toeslope
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Wetlands (W1)

Map Unit Description

Jefferson County, West Virginia

HrC Hagerstown-Rock outcrop complex, 8 to 15 percent slopes

Setting

Landscape: Karst
Elevation: 300 to 600 feet
Mean annual precipitation: 33 to 46 inches
Mean annual air temperature: 40 to 64 degrees F
Frost-free period: 141 to 168 days

Composition

Hagerstown, silt loam, and similar soils: 65 percent
Rock outcrop: 20 percent
Minor components: 15 percent

Description of Hagerstown, silt loam

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Clayey residuum weathered from limestone

Properties and Qualities

Slope: 8 to 15 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.60 to 2.00 in/hr)
Calcium carbonate maximum: 0 percent
Gypsum maximum: 0 percent
Available water capacity: High (about 10.3 inches)

Interpretive Groups

Land capability (non irrigated): 3e
Other vegetative classification: Moist Loams (ML2)

Typical Profile

0 to 4 inches: silt loam
4 to 14 inches: silt loam
14 to 65 inches: silty clay

Description of Rock outcrop

Properties and Qualities

Slope: 8 to 15 percent
Depth to restrictive feature: 0 to 0 inches to Lithic bedrock
Capacity of the most limiting layer to transmit water (Ksat): Moderately low or high (0.06 to 5.95 in/hr)
Frequency of flooding: None
Gypsum maximum: 0 percent

Interpretive Groups

Land capability (non irrigated): 8s

Typical Profile

0 to 60 inches: unweathered bedrock

Minor Components

Opequon, silty clay loam soils

Percent of map unit: 10 percent
Landform: Upland slopes
Landform position (two-dimensional): Backslope
Down-slope shape: Convex
Across-slope shape: Convex

Funkstown, silt loam soils

Percent of map unit: 5 percent
Landform: Drainageways

Map Unit Description

Jefferson County, West Virginia

Landform position (two-dimensional): Toeslope

Down-slope shape: Concave

Across-slope shape: Concave

Map Unit Description

Jefferson County, West Virginia

PmB Poplimento silt loam, 3 to 8 percent slopes

Setting

Landscape: Karst
Elevation: 300 to 600 feet
Mean annual precipitation: 33 to 46 inches
Mean annual air temperature: 40 to 64 degrees F
Frost-free period: 141 to 162 days

Composition

Poplimento, silt loam, and similar soils: 65 percent
Minor components: 35 percent

Description of Poplimento, silt loam

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Clayey residuum weathered from limestone and siltstone

Properties and Qualities

Slope: 3 to 8 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Calcium carbonate maximum: 0 percent
Gypsum maximum: 0 percent
Available water capacity: Moderate (about 7.8 inches)

Interpretive Groups

Land capability (non irrigated): 2e
Other vegetative classification: Fertile Loams (FL2)

Typical Profile

0 to 9 inches: silt loam
9 to 58 inches: clay
58 to 72 inches: very channery silty clay loam

Minor Components

Duffield, silt loam soils

Percent of map unit: 25 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Other vegetative classification: Moist Loams (ML2)

Ryder, channery silt loam soils

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Other vegetative classification: Fertile Loams (FL2)

Funkstown, silt loam soils

Percent of map unit: 5 percent
Landform: Drainageways
Landform position (two-dimensional): Toeslope
Down-slope shape: Concave
Across-slope shape: Concave

Map Unit Description

Jefferson County, West Virginia

PmC Poplimento silt loam, 8 to 15 percent slopes

Setting

Landscape: Karst
Elevation: 300 to 600 feet
Mean annual precipitation: 33 to 46 inches
Mean annual air temperature: 40 to 64 degrees F
Frost-free period: 141 to 168 days

Composition

Poplimento, silt loam, and similar soils: 65 percent
Minor components: 35 percent

Description of Poplimento, silt loam

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Clayey residuum weathered from limestone and siltstone

Properties and Qualities

Slope: 8 to 15 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Calcium carbonate maximum: 0 percent
Gypsum maximum: 0 percent
Available water capacity: Moderate (about 7.8 inches)

Interpretive Groups

Land capability (non irrigated): 3e
Other vegetative classification: Fertile Loams (FL2)

Typical Profile

0 to 9 inches: silt loam
9 to 58 inches: clay
58 to 72 inches: very channery silty clay loam

Minor Components

Duffield, silt loam soils

Percent of map unit: 25 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Other vegetative classification: Moist Loams (ML2)

Funkstown, silt loam soils

Percent of map unit: 5 percent
Landform: Drainageways
Landform position (two-dimensional): Toeslope
Down-slope shape: Concave
Across-slope shape: Concave

Ryder, channery silt loam soils

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Other vegetative classification: Fertile Loams (FL2)

Map Unit Description

Jefferson County, West Virginia

RpC **Ryder-Poplimento complex, 8 to 15 percent slopes**

Setting

Landscape: Karst
Elevation: 300 to 600 feet
Mean annual precipitation: 33 to 46 inches
Mean annual air temperature: 40 to 64 degrees F
Frost-free period: 141 to 168 days

Composition

Ryder, channery silt loam, and similar soils: 40 percent
Poplimento, silt loam, and similar soils: 35 percent
Minor components: 25 percent

Description of Ryder, channery silt loam

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loamy residuum weathered from limestone and shale

Properties and Qualities

Slope: 8 to 15 percent
Depth to restrictive feature: 24 to 40 inches to Paralithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low or high (0.06 to 2.00 in/hr)
Calcium carbonate maximum: 0 percent
Gypsum maximum: 0 percent
Available water cap. city: Low (about 5.3 inches)

Interpretive Groups

Land capability (non irrigated): 3e
Other vegetative classification: Fertile Loams (FL2)

Typical Profile

0 to 8 inches: channery silt loam
8 to 30 inches: channery silty clay loam
30 to 35 inches: very channery silt loam
35 to 45 inches: unweathered bedrock

Description of Poplimento, silt loam

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope, summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Clayey residuum weathered from limestone and siltstone

Properties and Qualities

Slope: 8 to 15 percent
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Calcium carbonate maximum: 0 percent
Gypsum maximum: 0 percent
Available water capacity: Moderate (about 7.8 inches)

Interpretive Groups

Land capability (non irrigated): 3e
Other vegetative classification: Fertile Loams (FL2)

Typical Profile

0 to 9 inches: silt loam
9 to 58 inches: clay
58 to 72 inches: very channery silty clay loam

Map Unit Description

Jefferson County, West Virginia

Minor Components

Duffield, silt loam soils

Percent of map unit: 15 percent

Landform: Hillslopes

Landform position (two-dimensional): Backslope, summit

Down-slope shape: Convex

Across-slope shape: Convex

Other vegetative classification: Moist Loams (ML2)

Funkstown, silt loam soils

Percent of map unit: 5 percent

Landform: Drainageways

Landform position (two-dimensional): Toeslope

Down-slope shape: Concave

Across-slope shape: Concave

Opequon, silty clay loam soils

Percent of map unit: 5 percent

Landform: Upland slopes

Landform position (two-dimensional): Backslope

Down-slope shape: Convex

Across-slope shape: Convex

Exhibit 5

WVA Division of Highways Letter



REC'D
SEP 21 2006
DEVELOPMENT

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Office of the District Engineer

District Five

Joe Manchin III
Governor

P. O. Box 99 · Burlington, West Virginia 26710-0099 · 304/289-3521

September 18, 2006

Ms Shelly Lambert
Buckeye Development, LLC
125 South Carroll Street, Suite 150
Frederick, MD 21701

Dear Ms Lambert,

Letter of Addendum
Proposed Right of Way
Daniels Forest & Forest View Subdivisions

The letter of June 6, 2003 by Mr. James Powell (copy attached) specifying proposed right of way widths for the Daniels Forest Subdivision is hereby amended to include the Forest View Subdivision as requested.

Sincerely,

Barry A. Knotts P.E.
District Design Engineer

BAK:k

Attachments

cc: File



EXHIBIT 5

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

Bob Wise
Governor

Office of the District Engineer
District Five
P. O. Box 99 - Burlington, West Virginia 26710-0099 - 304/239-3521

Fred VanKirk, P. E.
Secretary/Commissioner

June 6, 2003

Jerry Bird
Assistant Commissioner

RECEIVED BUCKEYE

JUN 09 2003

DEVELOPMENT LLC

Mitzi Boswell
Buckeye Development LLC
125 South Carroll St., Suite 150
Frederick, Maryland 21701

Dear Ms. Boswell:

Right of Way - Daniels Forest

This is in follow up to our onsite meeting on 5-30-03 with you by John Hoover and me. The proposed 40 ft. R/W from center of Co. 17 on each side (east and west side) for a total of 80 ft. and on the south side of Co. 22 (40 ft. proposed) is sufficient.

If you have further questions, contact this office.

Very truly yours,

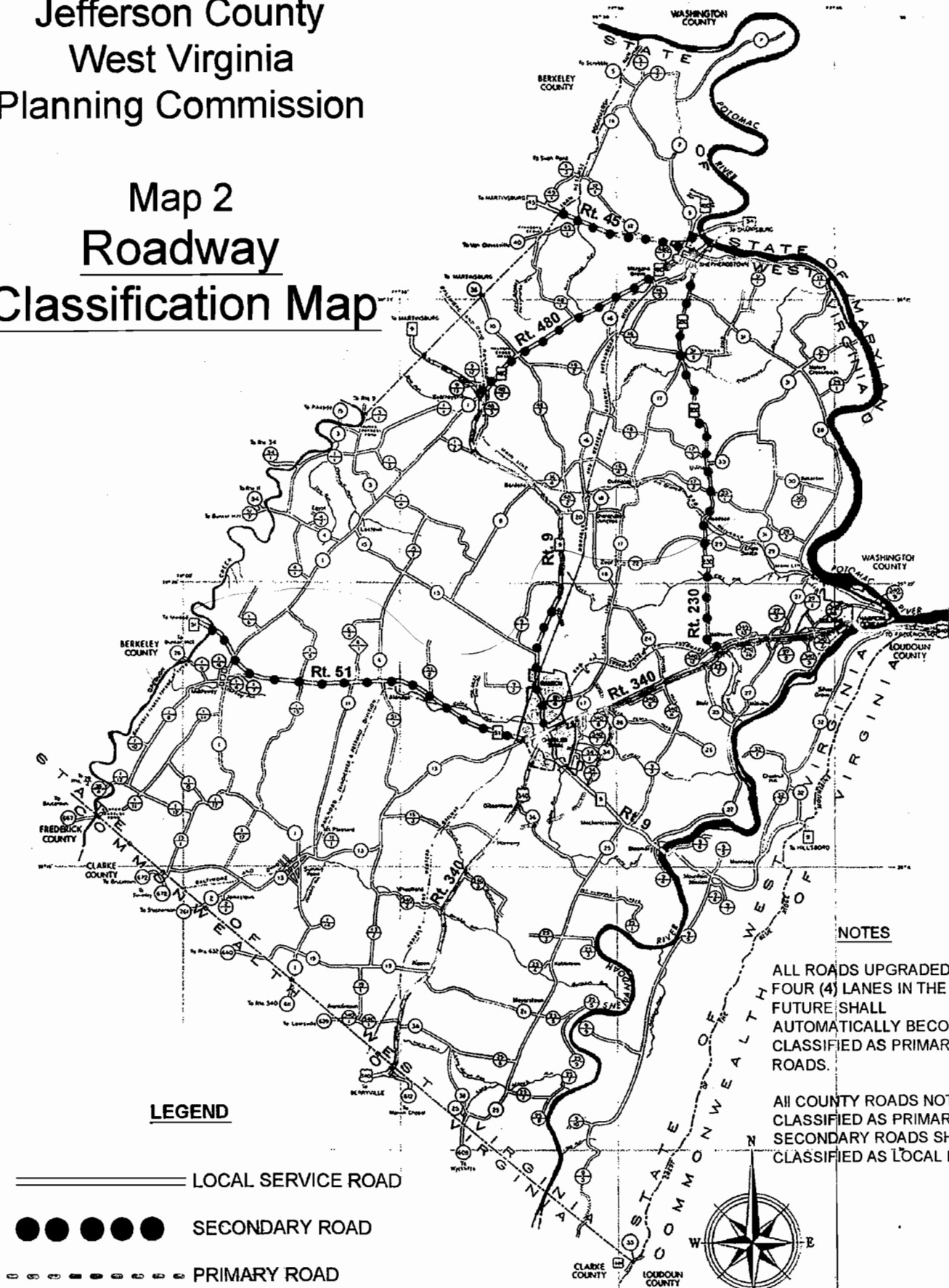
James W. Powell
Permit Supervisor

JWP:k

cc: John Hoover

Jefferson County West Virginia Planning Commission

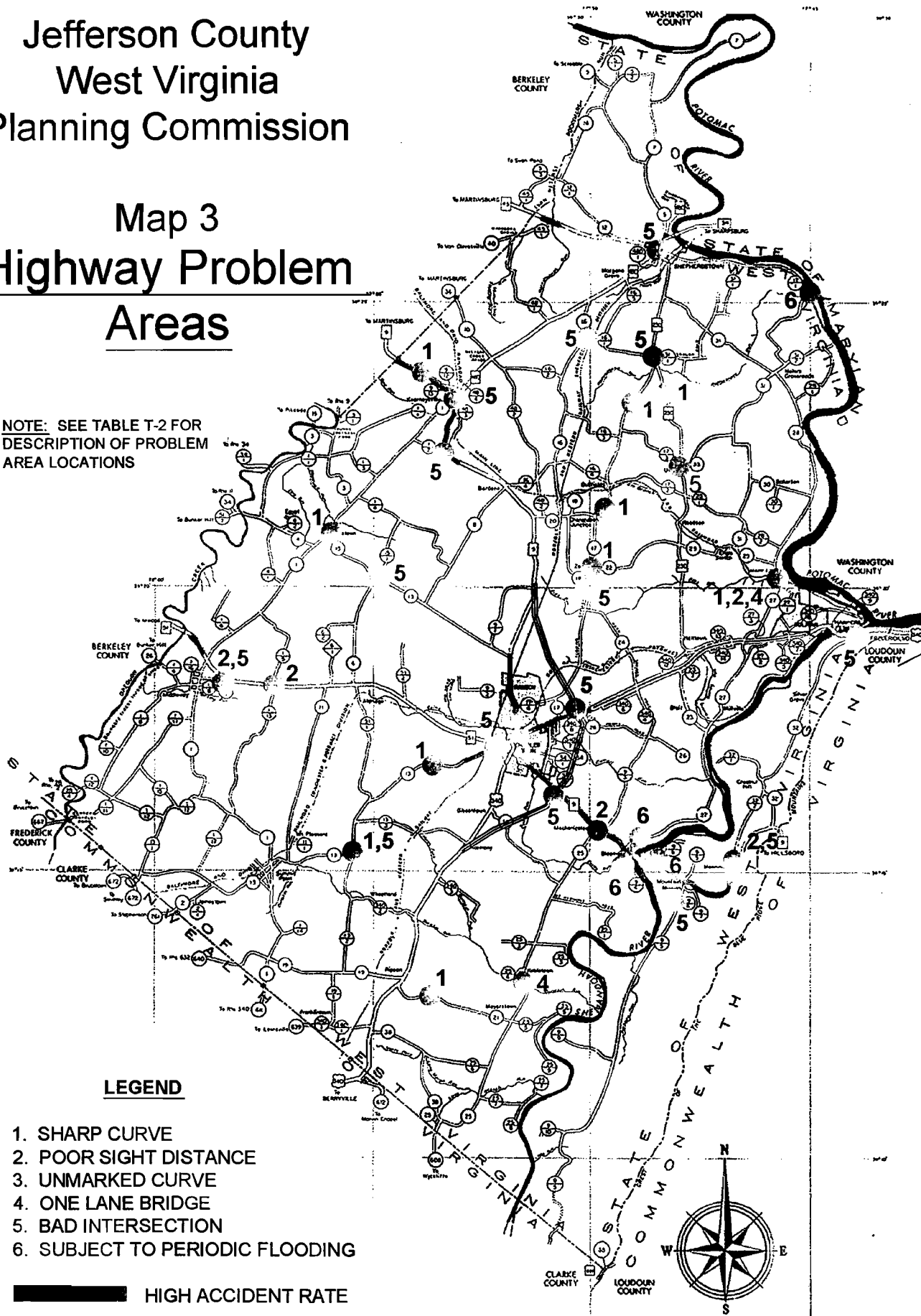
Map 2 Roadway Classification Map



Jefferson County West Virginia Planning Commission

Map 3 Highway Problem Areas

NOTE: SEE TABLE T-2 FOR
DESCRIPTION OF PROBLEM
AREA LOCATIONS



July, 2003

TABLE T-2
Highway Problem Areas

Route Number	Road Class	Location	Problem
340	P	Shenandoah River Bridge to VA Line	Curvy, rough shoulders, falling rocks, stone retaining wall at edge of road.
340	P	Intersection with Rt. 32	Inadequate turning area onto Rt. 32.
340	P	Intersection with Rt. 9	Poor access from Rt. 340 (By-pass) east-bound off ramp onto Rt. 9 west-bound lane.
9	P	Intersection with Rt. 340	Poor access from Rt. 9 (By-pass) west-bound off ramp onto Rt. 340 west-bound lane.
9	P	Intersection with Rt. 32/2	Poor intersection angle causing poor visibility.
9	P	Intersection with Rt. 1/2 & 48/3	Numerous intersections.
9	P	Intersection with Rt. 480	Poor left turn movements onto Rt. 480 & Rt. 1
9	P	Intersection with 9/3	Poor sight distance.
51	S	Intersection with Rt. 1/5 & 1/13	Poor sight distance turning onto Rt. 1/5 & Rt. 1/13.
51	S	From Opequon Creek to Charles Town	Hidden driveways.
230	S	1 mile South of Rt. 17	S-Curve
230	S	Intersection with Rt. 31/1 & 16/1	Poor visibility/sight distance.
1/7	L	Intersection with Rt. 51 (Middleway)	Poor sight distance & intersection angle.
1/17	L	Between Rt. 1 & Rt. 13	Rough one-lane dirt road.
9/3	L	Intersection with Rt. 9 (Cattail Run Rd. & Rt. 9)	Poor sight distance pulling onto Rt. 9.
9/4	L	From Rt. 9 at Bloomery to the dead-end	Within 100 year flood plain, periodic flooding.
9/5	L	From Rt. 9, South to VA Line (Mission Road)	Many curves on 2 - lane paved section with large subdivisions.
13	L	Intersection with Rt. 51 in Charles Town	Poor intersection angle causing poor visibility.
13	L	Intersection with Rt. 51/1	Poor intersection angle causing poor visibility.
13	L	Intersection with Rt. 13/2	90-degree turn.
16/1	L	Intersection with Rt. 16	Poor intersection angle causing poor visibility.
17	L	1/2 Mile South of Duffields	Two 90-degree turns.
17	L	1 Mile South of Rt. 230 Intersection	S-Curves
18	L	Intersection with Rt. 17 North of Rt. 24	Poor intersection angle causing poor visibility.
21	L	1 Mile East of Rt. 340 at Rippon	Two 90-degree turns.
22	L	Intersection with Rt. 17	Poor visibility.
Rt. 32	L	Intersection with Rt. 340	Poor intersection angle causing poor visibility, steep grade of road is dangerous when icy or wet.

Road Classifications: P = Primary, S = Secondary, L = Local Service Road

Exhibit 6

Covenants and Restrictions

TENATIVE

**STONECREST
HOMEOWNER
ASSOCIATION
BYLAWS**

October 27, 2006

STONECREST HOMEOWNERS ASSOCIATION, INC.

BYLAWS

ARTICLE I NAME AND LOCATION

The name of the corporation is **STONECREST HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at c/o Buckeye Development, LLC, 125 S. Carroll St, Suite 150, Frederick, Maryland 21701, but meetings of Members and Directors may be held at such places within the State of West Virginia as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 2.1. "Association" shall mean and refer to STONECREST HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit West Virginia corporation, its successors, and assigns.

Section 2.2. "Common Areas" shall mean and refer to all real property owned or leased by the Association or otherwise available to the Association for the exclusive benefit, use and enjoyment of its Members and their guests. "Community Facilities" shall mean and refer to all improvements upon the Common Areas or otherwise available to the Association for the exclusive benefit, use and enjoyment of its Members and their guests. Common Areas and Community Facilities shall be held for the common use and enjoyment of all of the Owners and shall be operated and maintained by the Association for the use and benefit of its Members. All storm water management areas located within the Common Areas shall be maintained and repaired by the Association. Notwithstanding the foregoing, in the event the Association is required by this Declaration to maintain all or any portion of any Lot(s), such property shall not be considered a part of the Common Areas.

Section 2.3. "Declarant" shall mean and refer to Pembroke Limited Partnership, and its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and/or the construction of improvements thereon, but only to the extent that such designation and the rights accruing thereto are expressly assigned to such successors and assigns, in writing.

Section 2.4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land

Records for Jefferson County, West Virginia, including amendments and supplements thereto.

Section 2.5. "Lot" shall mean and refer to any subdivided parcel of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 2.6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.7. "Mortgagee", as used herein, shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance associations, mutual savings banks, credit unions, trusts, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in these By-Laws the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof. In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits or through other duly authorized agents.

Section 2.8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.10. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, other terms used herein shall have the same meaning as they are defined to have in the Declaration for STONECREST Homeowners Association.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

Section 3.2. Voting Rights. The Association shall have two classes of voting membership which shall be known as "Class A" and "Class B":

Class A: Class A members shall be all Owners, with the exception of Declarant (with respect to any Lot which the Declarant owns prior to the lapse of Class B membership), and Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an 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 by a Class A member with respect to any Lot.

Class B: The Class B member shall be the Declarant (as such term is defined in the Declaration), its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which shall obtain any Class B membership by specific assignment from the Declarant. There shall be three (3) class B memberships for every Lot owned by the Declarant. This number shall be increased by three (3) for each Lot created on the property pursuant to Article II, section 2 of the Declaration and each party constituting a Class B member shall be entitled to one (1) vote for each Class B membership. The Class B membership shall cease and be converted to a Class A membership upon the happening of any of the following events, whichever occurs earliest:

(i) thirty (30) days following the date on which the total authorized and outstanding vote of the Class A members equals seventy-five per cent (75%) of the total number of dwelling units approved for construction on the Property and the Expansion Property, whichever is greater; or

(ii) ten (10) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property and the Expansion Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Upon the lapse or surrender of all of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member of the Association as

to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

ARTICLE IV **MEETINGS OF MEMBERS**

Section 4.1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place within the State of West Virginia which is reasonably convenient to the membership and as may from time to time be designated by the Board of Directors.

Section 4.2. Annual Meetings. The first annual meeting of the Members of the Association shall be held at such time and place as may be designated by the Board of Directors; provided, however, that the first annual meeting of the Members shall be held within one (1) year from the date of filing of the Articles of Incorporation of the Association with the State Department of Assessments and Taxation of West Virginia or earlier if required by law. Thereafter, the annual meetings of the Members shall be held during the same month of each succeeding year. At such meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The Members may also transact such other business as may properly come before them.

Section 4.3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the then Members having been presented to the Secretary; provided, however, that no special meetings shall be called either (a) except upon resolution of the Board of Directors, prior to the first annual meeting of the Members as hereinabove provided for; or (b) to consider any matter which is substantially the same as a matter voted on at any special meeting of the Members held during the preceding twelve (12) months. The Secretary shall inform the Members who petition for a special meeting of the reasonably estimated cost of preparing and mailing a notice of the meeting and, upon payment of the estimated cost to the Association, shall notify each Member entitled to notice of the meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4.4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the membership books of the Association or, if no such address appears, at his last known place of address, at least fifteen (15) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served.

Attendance by a Member at any meeting of the Members, either in person or by proxy, shall be a waiver of notice by him of the time, place and purpose of that meeting. Notice of any annual or special meeting of the Members of the Association may also be waived by any Member either prior to, at or after any such meeting.

Section 4.5. Roster of Membership. The Board of Directors of the Association shall maintain a current roster of the names and addresses of each Member to which written notice of meetings of the Members of the Association shall be delivered or mailed. Each Owner shall furnish the Board of Directors with his name and current mailing address.

Section 4.6. Quorum. The presence, either in person or by proxy, of Members entitled to cast twenty five per cent (25%) of the votes of each class of membership, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members, except as otherwise provided in the Articles of Incorporation, the Declaration or the By-Laws. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted. The Members present thereat shall have the power to adjourn the meeting from time to time and call an additional meeting giving at least fifteen (15) days notice. At the additional meeting, the members present in person or by proxy shall constitute a quorum.

Section 4.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn and reconvene the meeting in accordance with the provisions and requirements of Section 5-206 of the Corporations and Associations Article, Annotated Code of West Virginia (1993 Repl. Vol.), as from time to time amended.

Section 4.8. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote on each question for each Class A membership which he owns and each Class B Member shall have the right to cast one (1) vote on each question for each Class B membership which he owns. The vote of the Members representing fifty-one percent (51 %) of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote of any group of Members owning a particular Lot may be exercised by any of them present at any meeting unless any objection or protest by any other Member in such group is noted at such meeting. In the event all of the Members of any such group who are present at any meeting of the Members are unable to agree on the manner in which the vote for such group shall be cast on any particular question, then such vote shall be counted for purposes of deciding that question in accordance with the provisions and requirements of Section 2-508 of the Corporations and Associations Article, Annotated Code of West Virginia (1993 Repl. Vol.), as from time to time amended. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation

and filed with the Secretary of the Association, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association. In addition, the Association may suspend the eligibility of a Class A Member to vote, for a period not to exceed sixty (60) days, for such Member's violation of the Association's Declaration, By-Laws, Articles of Incorporation or Rules and Regulations.

Section 4.9. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of the members may be taken without a meeting if the required percentage of the members shall individually or collectively consent in writing to such action and if such written consent or consents is filed with the minutes of the proceedings of the members.

Section 4.10. Proxies. A member may appoint any other member or the Declarant or the Management Agent as his proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving how to vote to the proxy holder's discretion). Only instructed proxies may be granted by any member to the Management Agent. Any proxy must be in writing, must be dated, signed by the Owner or a person authorized by the Owner, and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited or extended by its terms, any proxy shall continue for a period of eleven (11) months or until revoked by a written notice of revocation filed with the Secretary or by the death of the Member; provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days unless granted to the Declarant or to a mortgagee or lessee of the Lot to which the votes are appurtenant.

Section 4.11. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

Section 4.12. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting, if any.
- (d) Reports of Officers, if any.
- (e) Reports of Committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of Directors.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 4.13. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Members shall be determined by the Chairman of such meeting.

Section 4.14. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the Members appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of Members shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No Officer or Director of the Association, and no candidate for Director of the Association, shall act as an inspector of election at any meeting of the Members if one of the purposes of such meeting is to elect Directors.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association following the lapse of Class B membership.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not fewer than three (3) nor more than five (5) members who shall be elected by the members of the Association. The number of directors shall be determined by a vote of the members at the first annual meeting of

the members and the number of directors may be changed by a vote of the members at any subsequent annual meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director.

Section 5.2. Term of Office. At the first annual meeting following the lapse of Class B membership, the members shall elect the Directors. The Director receiving the highest number of votes shall serve for a term of three (3) years. The Director receiving the next highest number of votes shall serve for a term of two (2) years. The remaining Directors to be elected shall each serve for a term of one (1) year. At each annual meeting thereafter the members shall elect a Director to each vacancy for a term of three (3) years.

Section 5.3. Removal. After the first annual meeting of the Members following the lapse of Class B membership, any Director may be removed from the Board, with or without cause (including that cause set forth in Article VI I, Section 7.1 (d) hereof), by a majority vote of the Members of the Association. Prior to the first annual meeting of the Members following the lapse of Class B membership, any Director may be removed from the Board, with or without cause (including that cause set forth in Article VII, Section 7.1 (d) hereof), by the Declarant. In the event of death, resignation or removal of a Director following the lapse of Class B membership, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of such Directors. Such approval shall be filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION, ELECTION AND MEETINGS OF DIRECTORS

Section 6.1. Nomination. Nomination for election to the Board of Directors commencing with the first annual meeting of the members, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each

annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies, may cast, in respect to each Director vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Subject to the provisions of Article V, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the date named for such meeting.

Section 6.4. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

Section 6.5. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.6. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the Members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon request made to the Chairman in advance of the meeting, address the Members of the Board of Directors present at any such meeting. Such representative shall be

entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 6.7. Fidelity Bonds. The Board of Directors shall require that all Officers, Directors, Committee members and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 7.1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Community Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas and Community Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors or four (4) regular meetings of the Board of Directors during a nine (9) month period;

(e) employ a manager, an independent contractor, or such other employees as deemed necessary, and to prescribe their duties; and

(f) impose reasonable fines for any infraction of the provisions of the Declaration or of the published rules and regulations provided, however, that any Member against whom a fine may be imposed shall have first been given the right to a hearing before the Board of Directors.

Section 7.2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Class A Members who are entitled to vote;

(b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate Officer to issue, upon request by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas and Community Facilities to be maintained;

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these By-Laws.

Section 7.3. Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party without penalty or charge upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association without the prior written consent and approval of the requisite percentage of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to these By-Laws is then encumbered by a deed of trust or mortgage which is insured by the FHA or guaranteed by the VA, and, provided further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

ARTICLE VIII **OFFICERS**

Section 8.1. Designation. The principal Officers of the Association shall be a President, a Vice President; a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the lapse of Class B membership, the Officers of the Association need not be Lot owners. Thereafter, except for the President, the Officers of the Association need not be Lot owners. The President shall be elected from among the members of the Board of Directors. The Directors may appoint Assistant Secretaries and Assistant Treasurers, and such other Officers as, in their judgment, may be necessary.

Section 8.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board of Directors. Election materials prepared with funds of the Association shall list candidates in alphabetical order, and may not indicate a candidate preference.

Section 8.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 8.4. President. The President shall be the chief executive Officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power to appoint Committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 8.5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

Section 8.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association; he shall have custody of the Seal of the Corporation; he shall have charge of the membership transfer books, and of such other books and papers as the Board of Directors may direct; he shall count all votes at the meetings of the Members of the Association; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 8.7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may, from time to time, be designated by the Board of Directors. He shall be bonded under a fidelity bond, in such amount as may be determined by the Board of Directors.

ARTICLE IX
LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS:
INTERESTED DIRECTORS

Section 9.1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every person who is or was an officer or director of the Association and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, whether civil, criminal, administrative or investigative, if that person (i) acted in good faith; and (ii) reasonably believed (a) in the case of conduct in that person's official capacity, that the conduct was in the best interests of the Association; and (b) in all other cases that the conduct was at least not opposed to the best interests of the Association; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful. The indemnification provided for in this Article is against judgments, penalties, fines, settlements and reasonable expenses actually incurred in

connection with any such threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative,; provided, however, that if any such action, suit or proceeding was one by or in the right of the Association, indemnification shall be made only against reasonable expenses and shall not be made in respect of any proceeding in which the person otherwise entitled to indemnification pursuant to the provisions of this Article have been adjudged to be liable to the Association. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, creates a rebuttable presumption that the person otherwise entitled to indemnification did not meet the requisite standard of conduct set forth in this Article. A person who is or was an officer or director of the Association is not indemnified under the provisions of this Article in respect of any threatened, pending or completed action, suit or proceeding charging improper personal benefit to that person, whether or not involving action in that person's official capacity, in which the person was adjudged to be liable on the basis that personal benefit was improperly received.

The provisions of this Article are intended to provide every person who is or was an officer or director of the Association and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, with indemnification to the extent permitted in Section 2-418(b) of Title 2, Corporations and Associations Article, Annotated Code of West Virginia, as from time to time amended or superseded. Indemnification under this Article may not be made by the Association unless authorized in the specific case after a determination has been made that indemnification is permissible because the person who is or was an officer or director of the Association has met the standard of conduct set forth in this Article. Such determination shall be made in the manner provided in Section 2-418(e) of Title 2, Corporations and Associations Article, Annotated Code of West Virginia, as from time to time amended or superseded. Reasonable expenses incurred by any person who is or was an officer or director of the Association and who is a party to any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, may be paid or reimbursed by the Association in advance of the final disposition of that proceeding, after a determination that the fact then known to those making the determination would not preclude indemnification under this Article, upon receipt by the Association of:

(a) a written affirmation by that person of that person's good faith belief that the standard of conduct necessary for indemnification by the Association as authorized in this Article has been met; and

(b) a written undertaking by or on behalf of that person to repay the amount if it shall ultimately be determined that the standard of conduct necessary for indemnification by the Association as authorized in this Article has not been met. The undertaking required by this subparagraph (b) shall be an unlimited general obligation of the person making it but need not be secured and may be accepted without reference to financial ability to make the repayment.

Determination and authorization of payments under this Article shall be in the manner specified in Section 2-418(e) of Title 2, Corporations and Associations Article, Annotated Code of West Virginia, as from time to time amended or superseded. The officers and directors of the Association shall not be liable to the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association except to the extent that such officers or directors may also be Class A members of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment, except as aforesaid. The provisions of this Article do not limit the power of the Association to pay or reimburse expenses incurred by any person who is an officer or director of the Association in connection with an appearance as a witness in any proceeding by reason of service in that capacity, or otherwise involving the Association, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in addition to, and not exclusive of, any other rights to which any person who is or was an officer or director of the Association may be entitled by law, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was an officer or director of the Association against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Association would have the power to indemnify against such liability pursuant to the provisions of this Article, or otherwise. Any indemnification of, or advance of expenses to, any person in accordance with the provisions of this Article, if arising out of a proceeding by or in the right of the Association, shall be reported in writing to the members of the Association with notice of the next annual meeting of members of the Association or prior to the next annual meeting of members.

Section 9.2. Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or other entity in which any of its directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the director was counted for the authorization, approval or ratification of the contract or transaction, if any of the following conditions exist:

(a) the fact of the common directorship or interest is disclosed or known to the Board of Directors and the Board of Directors authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum; or

(b) the fact of the common directorship or interest is disclosed or known to the members of the Association entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the members entitled

to vote other than the votes appurtenant to memberships owned by the interested director or corporation, firm or other entity; or

(c) the contract or transaction is fair and reasonable to the Association at the time it was authorized, approved or ratified.

Common or interested directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of the members, as the circumstances may require, at which the contract or transaction is authorized, approved or ratified. If a contract or transaction is not authorized, approved or ratified in the manner provided for in subparagraphs (a) or (b) of this paragraph, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to the Association at the time it was authorized, approved or ratified.

ARTICLE X **COMMITTEES**

The Association may appoint a Covenants Committee, as provided in the Declaration, and shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other Committees as deemed appropriate in carrying out its purposes.

ARTICLE XI **INSURANCE**

Section 11.1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% "replacement cost" exclusive of land, foundation and excavation) of the Common Areas and Community Facilities (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and "Increased Cost of Construction Endorsement" or its equivalent and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent, without deduction or allowance for depreciation, as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, such coverage to afford protection against at least:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and

(ii) such other risks as shall customarily be covered by the standard "all-risk" endorsement and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amount and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and * * * No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence including, but not limited to, water damage liability, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others and, if applicable, garage keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the Common Areas, Community Facilities and Private Streets and Roadways or any portion thereof; and

(c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) a "Directors and Officers Liability Policy", or its equivalent, affording protection for the Officers and Directors of the Association and members of any duly authorized of Committee for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Officer or Director shall have been made a party by reason of his services as such; and

(e) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 11.2. Fidelity Bonds. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of Officers and Directors of the Association, members of duly authorized Committees, trustees and volunteers for the Association and such employees and agents of the Association who handle or are responsible for the handling of funds of the Association. Such fidelity coverage shall meet at least the following requirements:

(a) all such fidelity bonds and policies of insurance shall name the Association as obligee or named insured, as the circumstances may require; and

(b) all such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of volunteers and other persons who serve without compensation from any definition of "employee" or similar expression; and

(c) all such fidelity bonds and insurance shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any Lot who requests such notice in writing.

Section 11.3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions to the extent reasonably available:

(a) all policies shall be written or reinsured with a company or companies licensed and/or authorized to do business in the State where the project is located and holding a general policyholder's rating of Class B or better and a current financial rating of Class VI or better in the current edition of Best's Insurance Reports; and

(b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative; and

(c) in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration; and

(d) such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any Members of the Association, or any of their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them; and

(e) all policies shall provide that such policies may not be surrendered, canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any mortgagee of any Lot who requests such notice in writing; and

(f) all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written

approval of the Board of Directors or when in conflict with the provisions of these By - Laws or the provisions of the Declaration; and

(g) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members of the Association and their respective agents, employees or tenants, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.

ARTICLE XII

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

Section 12.1. Use of Insurance Proceeds. In the event of damage or destruction to the Common Areas and Community Facilities by fire, or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the Common Areas and Community Facilities with the proceeds of insurance available for that purpose, if any. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the Common Areas and Community Facilities for purposes other than the repair, replacement or reconstruction of the Common Areas and Community Facilities without the prior written consent and approval of the holders of all first mortgages of record on the Lots.

Section 12.2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Areas and Community Facilities caused by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE XIII

FISCAL MANAGEMENT

Section 13.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of July every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records for Jefferson County, West Virginia. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 13.2. Principal Office-Change of Same. The principal office of the Association shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 13.3. Books and Accounts. Books and _accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and Community Facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditures or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 13.4. Financial Reports. The Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one hundred eighty (180) days following the end of each fiscal year.

Section 13.5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon, and all other records maintained by the Association, shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, at some place designated by the Board of Directors, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 13.6. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XIV **AMENDMENT**

Section 14.1. Amendments. Subject to the other limitations set forth in these By-Laws or the Declaration, these By-Laws may be amended by the affirmative vote of Members representing two thirds (2/3) of the then Members of record at any meeting of the Members duly called for such purpose in accordance with the provisions and requirements of these By-Laws.

Section 14.2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five percent (25%) of the total votes of the Members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany

the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

Section 14.3. Amendments by Declarant. Notwithstanding the foregoing, these By-Laws may be amended by the Declarant, without the vote of the Members, provided such amendment is accomplished solely for the purpose of causing these By-Laws to conform to the requirements of VA, FHA, FNMA or FHLMC and does not adversely affect the property rights of any Member.

ARTICLE XV

MORTGAGES - NOTICE - OTHER RIGHTS OF MORTGAGEES-FHA/VA

Section 15.1. Notice to Board of Directors. Any Owner of any Lot who mortgages and/or refinances such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to mortgages concerning which it receives such notice.

Section 15.2. Casualty Losses. In the event of substantial damage or destruction to any part of the Common Areas and Community Facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of these By-Laws shall entitle any Member of the Association to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds.

Section 15.3. Condemnation or Eminent Domain. In the event any portion of the Common Areas and Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of these By-Laws shall entitle any Member of the Association to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation award or settlement.

Section 15.4. FHA/VA. Provided that any Lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration and, provided further, that there are then Class B memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas and Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities and cable television or for other purposes consistent with the use of the Common Areas and Community Facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any provision of the Declaration or these By-Laws.

ARTICLE XVI

INTERPRETATION - MISCELLANEOUS

Section 16.1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 16.2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these By-Laws shall be given in writing.

Section 16.3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 16.4. Waiver. No restriction, condition, obligation, or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 16.5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.

Section 16.6. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of STONECREST Homeowners Association, Inc., have hereunto set our hands this ____ day of _____, 2001.

NAME: _____

NAME: _____

NAME: _____

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary/treasurer of STONECREST Homeowners Association, Inc., a West Virginia corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 2001.

SECRETARY/TREASURER:

TENATIVE

STONECREST

RESTRICTIVE COVENANTS

October 27, 2006

**TENATIVE
RESTRICTIVE COVENANTS
STONECREST**

It is understood and agreed that this conveyance is made and accepted and the real property is hereby granted, on and subject to the following covenants, conditions, restrictions and reservations, which covenants, conditions, restrictions and reservations shall apply to and run with the property herein conveyed; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this conveyance as the original parties hereto.

1. No lot shall be split, divided or subdivided by sale, resale, gift, devise, transfer or otherwise.
2. No house trailer or mobile home or any similar item shall be stored in the open on any lot.
3. No building of a temporary nature, nor trailer, nor mobile home, nor tent, except a child's tent, shall be erected or placed on the property, except that this shall not be construed to prohibit the placing of a trailer or any other temporary structure upon the premises as an incidence to the construction of dwelling houses upon said property.
4. No temporary building, trailer, basement, tent, shack, garage, barn, outbuilding or other building in the course of construction shall be used temporarily or permanently as a residence on any lot.
5. No more than one dwelling may be erected on any one lot.
6. Garages shall be attached to and remain a part of the main dwelling structure. Carports or car shelters shall not be allowed.
7. When any dwelling structure shall be constructed on any lot, the owner thereof shall cause that portion of such lot owned by him and not improved by said dwelling structure, other building, appurtenance or driveway to be properly graded, seeded and suitably planted with grass, trees or shrubbery.
8. Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In implementing the provisions of this restriction, no herbicide, insecticide, or pesticide which contain any of the chemical compounds set forth in the attached Schedule of Prohibit Compounds, in the concentrations indicated, shall be used in any manner upon any lot or green space in the subdivision.

9. No manufacturing or commercial establishment of any kind shall be erected on said property and no building erected thereon shall be used for commercial purposes, nor shall said property in any way be used for other than strictly residential, but nothing herein contained shall be construed to prevent a bona fide lease of any dwelling house erected upon said lot, for residential purposes.

10. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any lot or building within the subdivision, except that the Developer may use signs to promote the sale of improved or unimproved lots within the subdivision.

11. Domesticated house pets shall be allowed within the subdivision, provided such pets are contained within a fenced in area, or secured by a leash, chain or rope. No animals shall be allowed to roam freely within the subdivision. No livestock, including, but not limited to, cattle, hogs, horses, ponies, chickens, goats or fowl of any kind shall be permitted on the premises.

12. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any dwelling. All trash or other refuse must be kept or stored in covered metal or plastic containers. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so they cannot be seen from adjacent and surrounding property. No noxious or offensive activity shall be permitted on any lot, nor anything done thereon which may become a nuisance to the neighborhood.

13. No open fires, other than cooking grills, shall be permitted on any part of the property. Outdoor fireplaces, if built, and all chimneys shall be provided with fire screens.

14. No outhouses shall be permitted on any part of the property. All toilet facilities shall be contained within the dwelling house and be emptied into a public sewage system. All toilet and waste facilities shall be built and maintained in accordance with the requirements of the West Virginia State Department of Health.

15. No unregistered automobiles, trucks, motorcycles, motorbikes or other vehicles, whether motorized or self-propelled, shall be parked or placed anywhere within the subdivision; nor shall the same be driven or ridden upon any streets, roadways, alleys or sidewalks within the subdivision, nor upon any lot, open area or trail within the subdivision. No on street parking shall be permitted of any vehicles, nor shall unlicensed or unused vehicles or commercial vehicles be parked or abandoned on any lot. No vehicles in excess of 2 tons Gross Vehicle Weight shall be permitted to be parked or stored on any lot. Outdoor storage of boats, recreational vehicles, trailers, and any other vehicle (other than

a licensed automobile or truck of less than 2 tons Gross Vehicle Weight) shall be prohibited.

16. No motorbikes, trail bikes, motor scooters or the like, nor any snowmobile shall be driven or ridden anywhere within the subdivision. No unregistered motorized vehicle shall be operated anywhere within the subdivision.

17. No fences shall be permitted within the subdivision, except fences constructed of board, stone, hedge, wooden picket or split rail, and provided said fences be placed along the back property line, along the side property lines to points not to exceed the rear building line, and across the lot from said points to the rear corners of the building (dwelling). Privacy fences may be erected around the perimeters of swimming pools and tennis courts. The design of all private fencing must be approved by the developer, its successors or assigns prior to construction.

18. Extreme outside lines of dwellings, including attached garage, porch or carport, shall not be less than twenty-five (25) feet from the lot right of way frontage (front lot line) nor less than twelve (12) feet from the side or rear lot line.

19. Dwellings must be completed before being occupied and all dwellings must be finished on exterior so as not to detract from the value of other property owners. Dwellings shall not be left with exposed cinder blocks or any type of temporary siding or sheathing. (In no instance shall any exterior be left unfinished more than 180 days from beginning of construction). If poured concrete walls are used, then they must be painted the matching color of the exterior siding; if brick or stone is used as the dwelling face, then the brick or stone must extend to grade level.

20. Outbuildings erected on each lot are to be limited to those used related to single-family dwellings and no structure shall be of unfaced concrete block or unfinished materials. Grantor or his agent shall review all such structures to determine that it shall not detract from the appearance of any home.

21. **Architectural Controls**

- a) The exterior design and location of all improvements constructed by Grantee(s) on the Lots and all Development Plans for Lots shall be subject to review and approval by the Seller. Grantee(s) shall pre-site individual house locations and specify house models for each Lot so as to allow adequate time for architectural review, procurement of building permits, and coordination of installation of electric service. Grantee(s) shall be responsible for all on-lot grading and improvements. Grantee's onsite grading plan must designate methods for preserving trees in special situations previously specified by Seller.
- b) Applications are to be submitted in duplicate. All approvals or
- c) disapprovals shall be in writing.
- d) The Seller shall approve or disapprove submissions within thirty (30) days of receipt. If no approval or disapproval is communicated within said thirty

(30) days, requests shall be deemed approved. Reasons will be stated on any disapprovals.

- e) Grantee(s) shall maintain its construction site in an orderly fashion, and shall remove all debris and equipment in a timely fashion. Grantee(s) shall keep roads and pedestrian access ways around the Lots free from storage of equipment, building materials and dirt. Parking of vehicles for workmen must be provided off the publicly dedicated rights-of-way and the
- f) surface of the streets must be cleaned of mud or dust brought onto streets during construction.

22. Dwellings must have the following minimum areas of livable space. (Excluding space contained in basements, breezeways, carports, garages and porches):

- a) Single story houses: 1,050 square feet.
- b) Split foyer houses: 1,200 square feet, 75% of which must be on the first floor; unless a garage is attached to the house, in which case 65% of which must be on the first floor (exclusive of the garage).
- c) Two-story and one and one-half story houses: 1,500 square feet, one-half of which must be on the first floor.

23. Driveways to house sites on all lots shall be constructed by the Grantee(s) of a dust-free (concrete, asphalt or other approved material) at his cost with a culvert (metal drain) across the front of said driveway. Specifications for each culvert must be approved by the Developer or his authorized agent. (15" minimum culvert w/ends).

24. The Developer reserves unto itself, its successors and assigns, a utility and/or drainage easement 20 feet in uniform width along the front, sides and rear of each lot.

25. No television, radio or other type antenna or satellite dish shall be erected on any portion of a lot, except dish antennas as permitted by Federal regulations and not subject to Homeowner Association approval.

26. No private or public hunting shall be permitted anywhere within the developed or undeveloped lands of the subdivision.

27. No lot shall have access to any road other than those of the Subdivision.

28. The Grantee(s), for themselves and their heirs, successors or assigns, acknowledge that the property conveyed to them by deed and being a parcel of the subdivision shall be subject to an annual charge or assessment in such amount as will be fixed by the Grantor, its successors or assigns, in the sum of at least \$100 per property. If actual costs for the purpose referred to herein exceed the revenue received, the annual charge may be increased, but only so as to meet the actual costs. Such charge shall be payable at the date of purchase of

each respective property, and payable each successive year on that same date. The purpose of this payment shall be for the perpetual maintenance of each property until such time as the respective owners construct a dwelling and assume responsibility for property maintenance.

29. The Grantor has not by this deed conveyed to the Grantee(s) any of the land in the platted street and has and hereby reserves all easements for utilities or drainage shown on the recorded plat and full rights of ingress and egress for itself, its agents, employees and assigns, over any part of the property, including any part of each lot, for the purposes of installing and servicing the utilities and drains for which the easements are reserved.

30. No structures, including walls, fences, paving or planting, shall be erected upon any part of the property, which will interfere with the rights of ingress and egress provided in subparagraph (1) hereof. If a fence is constructed, a gate or opening need be installed to allow utility meter readers easy access to the premises for purposes of reading the meter.

31. The covenants, restrictions, reservations and servitudes herein set forth shall continue in full force and effect until January 1, 2050.

32. The Grantee(s), for themselves and their heirs, successors and assigns, acknowledge that the property conveyed by this deed shall be subject to an annual charge or assessment in such amount as will be fixed by the Developer, its successors or assigns, in the manner hereinafter set forth, in the sum of at least \$120 per developed lot and \$12 per undeveloped lot. The successors or assigns of the Developer may include a property owner's association that may be organized for the purposes referred to herein and for other purposes, and, in case such association is organized, the sums hereinabove mentioned shall be payable to such association. If actual costs for the purposes referred to herein exceed the revenue received, as provided herein, the annual charge or assessment to the Grantee(s) may be increased, but only proportionately with other lot owners, so as to meet actual costs. Increases in the amount of the annual charge or assessment shall be approved by a majority of lot owners (one vote per lot) attending the January meeting of said property owner's association. Written notice of such meeting shall be mailed by the Developer, its successors or assigns, to all lot owners in the subdivision informing them of the time, date, place and purpose of such meeting at least five (5) days in advance of such meeting. The Grantee(s), for themselves, and their heirs, successors or assigns, covenant that they will pay this charge to the Developer or its successors or assigns, on February 1, in each and every year. Such charge shall be payable to the Developer, to its successors or assigns, and shall be devoted to the maintenance of roads, parking areas, snow removal, maintenance of sidewalks, co-op garden areas, jogging paths and recreational areas and for such other purposes as shall from time to time be determined by the Developer, its successors or assigns. Such other purposes may include, but are not limited to, cost of street lighting, street signs, maintenance, taxes, insurance premiums, lighting and other expenses incidental to maintaining mailbox facilities. The degree and frequency of road maintenance shall conform to the specifications provided in Article 13, Section 13.0, et seq., Jefferson County Subdivision Ordinance effective July 18, 1979. At each of the aforesaid January meetings, an

accounting of the income and expenses of the previous year's activity under the aforementioned road fund shall be made available to lot owners in attendance by the Developer, its successors or assigns, ownership, operation, maintenance and regulations, including regulations of traffic of all roads, rights of way, street lights, mailbox facilities and common areas shall be under the exclusive control of the Developer or its authorized designee. At such times as the Developer may elect, but in any event, no longer than a point in time at which the Developer is no longer engaged in the development of the Subdivision, as the same may be hereafter enlarged, the Developer shall transfer and assign such ownership, operation, maintenance and regulation of all roads, rights of way, street lights, mailbox facilities and common areas to the property owners' association and the responsibility for the maintenance and regulation shall thereafter exist with such property owner's association. The Grantee(s), by the acceptance of this deed, expressly vest in the Developer, its successors or assigns, the right and power to bring all actions against the owners of the premises conveyed or any part, for the collection of such charge. A penalty of 2% per month may be assessed against the unpaid balance of any past due annual charge or assessment.

33. The Grantee(s), by their execution of this deed, agree to become members of the "Property Owners' Association", a non-stock corporation, and agree to be bound by the Articles of Incorporation, By-Laws, Rules and Regulations, assessments and decisions of the Board of Directors of said Corporation.

34. At such time as any public body shall undertake to maintain the roads and streets and provide the other public services contemplated herein, this covenant shall cease, terminate and be held for naught, to those particular areas.

35. For purposes of clarification, the following definitions will be used herein:

a. **Developed Lots** - Any lot on which is situated a completed unit that is occupied for the first time.

b. **Undeveloped Lots** - Any lot on which is situated a completed unit that has never been occupied.

c. **Vacant Lots** - Any lot, whether situated in platted or unplatted sections, on which are situated partially constructed units or on which are situated no improvements shall be considered vacant lots and shall be subject to no annual assessment or charge under these covenants and restrictions.

36. All plans for buildings and other improvements, including fences, decks, hot tubs, storage buildings or any change in exterior elevation, shall first be approved by a Building Committee to be appointed by the Developer, its successors or assigns.

37. The initial Building Committee shall serve for three (3) years from the date of the filing of this Declaration or upon the sale of all the lots in the subdivision, by the Developer, whichever shall occur first. At any time after expiration of three

(3) years or the sale by Developer of all lots within the subdivision, shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw or restore the Committee any of its powers and duties.

38. The Committee's approval or disapproval, as required in this Declaration, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

39. For the purpose of assuring the maintenance of the lots as a neighborhood of high standards, the Developer hereby adopts the following standards for architectural control: The Committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matter which would render the proposed structure or use thereof inharmonious with the structures located upon other lots within the neighborhood.

40. In the event of damage or destruction to any structure within the subdivision, the respective owner thereof agrees as follows: In the event of total destruction, the owner shall promptly clear the lot of debris and leave the same in a neat and orderly condition until such time as he or she might elect to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Building Committee. In the case of a partial damage or destruction, the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Building Committee. In no event shall any damaged structure be left unrepaired or restored in excess of sixty (60) days.

41. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the land, and the Grantee(s), by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants, restrictions, reservations and servitudes jointly, separately and severally.

42. Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement in the event any one or more of such covenants, restrictions, reservations and servitudes shall, for any reason, be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and virtue.

43. Enforcement shall be proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

44. Anything contained herein to the contrary, notwithstanding, the Developer reserves the right to modify, release or amend all the covenants and restrictions contained herein, until such time as it has sold seventy-five percent (75%) of all lots or the expiration of three (3) years, whichever should first occur. After seventy-five percent (75%) of all of the lots have been sold by the Developer, this Declaration may be modified and amended by the vote of at least seventy-five percent (75%) majority of lot owners, including the declarant herein, each lot to carry one (1) vote. Any such modification must be in writing and filed for record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia.

45. For the purposes of these Restrictive Covenants, the words Owner, Seller, Grantor and Developer shall be the same legal entity. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

46. SPECIAL NOTICE TO STONECREST HOMEOWNERS:

Farming and the raising of livestock, as a business, brings with it noise, odors, dust, mud, smoke and other inconveniences such as weed burning, equipment and livestock on public roads, odors from manure and feeds, odors from chemical applications, lights and noise at all hours of the day and night, and on-farm processing and marketing of crops and livestock. Farming, as a way of life, benefits all West Virginian residents. It is an important way of life and adds intrinsic value to life in West Virginia.

TENATIVE

STONECREST

DESIGN GUIDELINES

October 27, 2006

I. INTRODUCTION

OBJECTIVES:

1. To provide uniform guidelines to be used by the Board of Directors (BOD) in reviewing applications in the context of standards established by the protective Covenants of the Stonecrest Homeowners Association, Inc.
2. To assist homeowners in preparing an acceptable application to the BOD.
3. To increase residents' awareness and understanding of the Covenants.
4. To help maintain a reasonably uniform and architecturally sound appearance for the Stonecrest Community, thus enhancing the investment of all homeowners.

1. PROTECTIVE COVENANTS

Basic control for maintaining the quality of design at Stonecrest comes through the Covenants, which are part of the deed of home ownership. The BOD ensures that proposed exterior alterations comply with the standards set forth in the Covenants. This involves the regular review of all applications for exterior alterations submitted by homeowners.

Every Stonecrest homeowner should have received a copy of the Declaration of Covenants prior to settlement. However, all too frequently the Covenants are not read by the homeowners. Since these Covenants "run with the land," they are binding on all homeowners and should be fully understood.

2. BOARD OF DIRECTOR APPROVAL

The Association Covenants (Article VII, Architectural Control, Section 1) explicitly states that all exterior alterations require the approval of the BOD or by a Covenants Committee appointed by the BOD.

The first act of the Board of Directors has been to establish and promulgate these guidelines, the purpose of which are twofold: (1) to give blanket approval on certain modifications, and (2) to explain the mechanism for receiving approval for items not given blanket approval. Each Architectural Change Request Application is reviewed separately. For example, a homeowner who wishes to construct a deck identical to one already approved by the BOD is still required to submit an application. In each case not covered by blanket approval, an application must be submitted and reviewed in order to consider specific implications of location and impact to surroundings.

3. AMENDMENTS TO THE ARCHITECTURAL GUIDELINES

These guidelines may be amended. It is anticipated that the changes will be primarily additive and will not involve substantive changes to existing guidelines. However, amendments may be made to reflect changed conditions or technology.

The BOD will conduct periodic evaluation of the guidelines to determine if amendments are required. Homeowners may also submit to the Board of Directors of the Stonecrest Homeowners Association, Inc. requests for additions or changes to the guidelines. The actual amendment proceedings will involve open discussion at a publicized meeting of the BOD and acceptance by a majority vote of the Board of Directors.

4. MAINTENANCE OF PRIVATELY OWNED PROPERTY

As a matter of personal pride; in the interest of developing an attractive community; in consideration of your neighbors; and in the interest of improving your property value, adequate time and effort should be taken to see that your yard, landscaping, and home are properly maintained.

a. Painting. During annual community inspections conducted by the BOD or its designated committee, paint conditions of homes and exterior structures will be evaluated. If the BOD determines that painting is required, the homeowners will receive written notification. The homeowner will then be given two (2) weeks to provide a schedule for complying with the notification. If the required painting is not completed in accordance with the approved schedule, the matter will be taken up by the Board of Directors for appropriate action. The Board of Directors reserves the right to assess the property owner a twenty-five (\$25.00) fine for noncompliance and a ten dollar (\$10.00) fine for each consecutive month thereafter for noncompliance.

b. Grass. Grass height should not generally exceed four (4) inches, and should be kept even. The BOD will accept written complaint for uncut grass. These complaints will then be reviewed by the BOD for further action.

II. APPLICATION

Note: If in doubt as to whether your exterior change needs approval, submit an application.

Written applications for all exterior changes must be submitted to either the Management Agent, or directly to the Architectural Committee. Oral requests will not be considered. Each alteration must be specifically approved, even when a similar or substantially identical alteration has been previously approved.

1. APPLICATION

a. Form. A sample of a completed application is attached for your guidance. An application form is also attached to these guidelines for your future use. All necessary information should be stated in a clear, concise form to insure that the BOD will interpret the application as intended by the homeowner.

b. Description of Proposed Project. A graphic description such as a site plan, elevations or sketches shall be provided to avoid delay in the approval process. A statement identifying proposed materials and colors should be included in the application. A site plan is most easily prepared by submitting a copy of the property plat with the proposed manufacturer's literature or photographs of similar projects. Written material should support and fully document any plans or sketches. All applications must include estimated completion dates.

2. APPLICATION APPROVAL PROCEDURES

a. All Architectural Change Applications must be submitted to the Architectural Committee or Management Agent for processing. The applicant will be notified of the ACC meeting at which their application will be reviewed. Within thirty (30) days of review of an application by the Committee or BOD, the homeowner will receive, in writing, notification of the review and action. If sixty (60) days lapse with no written notification of BOD action, the homeowner's application is considered approved as submitted.

b. At final inspection by the Committee, BOD, or Managing Agent, the homeowner will be given fourteen (14) days to complete or correct any deficiencies in the project, or to request in writing an appeal of the inspector's decision.

c. If the project is still unacceptable, and no written response is received by the Committee, BOD or Managing Agent within fourteen (14) days, the Board of Directors will take appropriate action to correct the deficiency.

d. Upon receipt of a written appeal from the homeowner within the fourteen-day (14) period, the BOD will render a decision at its next regularly scheduled meeting. If the homeowner disagrees with the BOD decision, the homeowner will be given fourteen (14) days to make a written appeal to the BOD. Failure to submit an appeal within the allotted time results in forfeiture of the homeowner's right to appeal.

3. APPLICATION DISAPPROVAL

If the application is disapproved, the homeowner will be notified in writing and informed as to the problems in the application. The applicant is free to request that the BOD reconsider its position and is encouraged to present new or additional information that might clarify the request or demonstrate its acceptability. If upon resubmitting the application, it is still disapproved, the homeowner will be given fourteen (14) days to make a written appeal to the Board of Directors. If the homeowner does not submit a written appeal within fourteen (14) days to the BOD, he/she then forfeits their right of appeal and the application is considered "disapproved."

4. INSPECTION PROCEDURE

The Architectural Committee, BOD or Managing Agent or a duly designated representative should conduct periodic inspections of the project while it is under construction to ensure compliance with the approved application. Any deviations from the application will be dealt with by the BOD. On completion of the project, the homeowner is required to contact the BOD within fourteen (14) days to conduct the Final Approval Inspection. Final Approval requires compliance with stated specifications of the approved application.

5. NON-COMPLIANCE

- a. **Changes Made After Disapproval:** If the homeowner proceeds with any exterior changes disapproved by the Committee, BOD, the BOD may initiate legal action by the authority of the Covenants. A final court decision then becomes binding.
- b. **Failure to Obtain a Written Approval:** If a homeowner fails to make an application and obtain written approval, and has proceeded with any exterior change, the BOD may initiate legal action by the authority of the Covenants, and/or assess a fine not to exceed twenty-five dollars (\$25.00).

III. REVIEW CRITERIA

1. General Guidelines

The Architectural Committee or BOD evaluates all applications on their individual merits. Besides evaluation of the particular design proposal, the evaluation includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another. Judgments are based on the following criteria, which represent in more specific terms, the general standards of the Declaration of Covenants, Conditions and Restrictions.

- a. **Design Compatibility.** The proposed change must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

b. Location and Impact on Neighbors. The proposed alteration should relate favorably to the landscape, the existing structure, and the neighborhood. The primary concerns are access, drainage, view, sunlight, and ventilation. When a proposed alteration has a possible impact on adjacent properties, it is suggested that the applicant discuss the proposal with neighbors prior to making application. The Committee or BOD in some cases may require that neighbor comments be submitted along with the application.

c. Scale. The size of the proposed alteration should relate well to adjacent structure and it's surrounding (s).

d. Materials. Continuity is established by use of the same or comparable materials as were used in the original house, except where so noted in the guidelines.

e. Workmanship. The quality of work should be equal to, or better than, that of the surrounding area. Poor workmanship can be visually objectionable to others, and can cause safety problems. The Association, Committee, BOD assumes no responsibility for the safety of new construction by virtue of approval of design, workmanship or otherwise.

f. Building permits. Jefferson County may require a building permit for any structural changes, including decks, patios, sheds, and garages. Obtaining appropriate permits does not eliminate the requirement that you obtain Committee and/or BOD approval, nor does the BOD approval eliminate the need for a building permit. The Committee and BOD, (at its discretion) may ask that a copy of the building permit (s) be submitted. In addition, the Jefferson County codes and regulations are to be adhered to.

g. Utility Lines. You should be aware that various types of utility lines are buried in the ground on your property and that you are prohibited from building permanent structures over those easements. You must contact local public utility companies to determine the location of these easements and the steps that you must take to prevent cutting into utility lines.

h. Conformance with Covenants. All applications are reviewed to confirm that the project is in conformance with the Declaration of Covenants. Final approval indicates conformance.

i. Drainage Easements. You should be aware that ownership of your property is subject to certain drainage easements that you cannot and must not obstruct in any way. Failure to abide by this could result in legal action against you by your neighbors or the Association, and could also result in serious water damage problems for you and others near you.

2. Guidelines Applicable to Single Family Homeowners.

a. BLANKET APPROVAL. To facilitate matters for the homeowners, structures, alterations or additions as delineated below need not be formally approved. Any item *not* listed below must be submitted for approval to the Committee and/or BOD. Within the guidelines of blanket approval, conformance to the guidelines is still required. If in doubt, inquiry to the Committee, BOD, or Managing Agent is recommended.

b. Storm Windows: Storm window frames must be compatible with the color of the house trim. Raw or galvanized metal or clear anodized aluminum will not be approved. If temporary lightweight plastic film storm windows are used, they must be applied only to the interior of the window.

c. Storm Doors: Storm door compatible with the architectural style will be considered provided they are painted to match either existing house trim color. Raw aluminum storm doors will not be considered. Storm doors must be rustproof screening. They must be attached flush to the original door jam. See Appendix B for samples of approved styles. Cross buck or full view are permitted with conformance with aforesaid specifications.

d. Air Conditioning Units: No window air conditioning units will be approved. Exterior air conditioner or heat pump units may be added or relocated only when they do not interfere visually or acoustically with neighbors.

e. Attic Ventilators:

1) **Location:** They should be located on the rear slope of the roof and not extend above the ridgeline.

2) **Color:** They shall be aluminum or galvanized steel and painted to blend with the roof or the house trim.

3) **Design & Structure:** Lattice ventilators or other mechanical apparatus requiring penetration of the roof should be as small in size as is functionally possible. They shall be painted to match house or trim color. Wind powered vents are not permitted. They shall be painted to match house or trim color.

f. Exterior Lighting: No exterior lighting shall be directed outside the applicant's property. Light fixtures that are proposed in place of the original fixtures should be compatible in style and scale with the applicant's house.

g. Gutters & Down spouts:

1) **Location:** The drainage patterns on adjacent property shall not be adversely affected, and no direct drain onto common or neighboring sidewalks is allowed.

2) **Color:** Gutters and Down spouts should match as closely as possible to the trim color of the house. Other colors must be approved by the BOD.

3) **Design & Structure:** A factory applied finish is required.

h. Underground Drainage Pipe: Black plastic underground drainage pipe is permitted.

i. **House Numbers:** The Fire Department encourages the use of large (at least three (3) inches) house numbers. They should be located in an area that is highly visible, lighted, and in close proximity to the front entrance.

j. **House Trim & Color:** Blanket approval will be given to homeowners maintaining house color and trim with same colors, any changes to siding or trim (color) must meet approval of the Committee and/or BOD.

k. **Plants, Shrubs, Flowers:** Must not be higher than three (3) feet, within five (5) feet of the front or rear of the house.

l. **Picnic tables:** Picnic tables are permitted in the rear yards.

m. **Hose caddies** and/or carts are permitted.

n. **Seasonal Decorations:** Seasonal decorations may be displayed on the property, but should be removed shortly thereafter.

o. **Vegetable Gardens:** Vegetable gardens are permitted in the rear yards, not exceeding one hundred (100) square feet. This restriction does not apply to completely fenced-in yards.

p. **Wading Pools:** Children's wading pools are permitted, but must be emptied daily unless located within completely fenced in yards.

q. **Firewood:** Firewood shall be kept neatly stacked and located at the rear of the residence within the owner's property line. Piles larger than two (2) cords require approval. Piles longer than 6 feet should be 2 rows deep minimum. Piles must not exceed 4 feet in height for safety. Firewood piles must contain firewood only, no storage of debris. Location should be in such a manner as to minimize visual impact. In certain cases, screening may be required. If there are any variations from the above information, BOD approval is required.

REQUIRES APPROVAL: Written applications for the items listed below are required to be submitted to the Architectural Committee or BOD for review and approval.

1. **Fencing:** All Jefferson County codes apply.

Non-Decorative: (It is intended that such fencing completely enclose the rear yard of the property).

a. Such fencing shall not be erected forward of the front foundation wall without the written approval of the Committee and/or BOD.

- b. Consideration is to be given to applicable County restrictions with regard to proximity to existing right-of-way (corner lots).
- c. Acceptable styles are split rail, picket fences, and stockade design. All other styles must have written approval of the BOD.
- d. Maximum height is six (6) feet high.
- e. Finish is to be natural or clear waterproofing. Color staining and/or painting must be approved.
- f. Chain link fencing is not allowed.
- g. Material is to be wood only.

Decorative: (It is intended that such "fencing" is added to provide decorative accent to the property and does not enclose the property).

- a. Must conform to non-decorative guidelines a. through g.
- b. No more than one (1) ten foot section, except for corner accents as discussed below.
- c. Corner accents, to border driveways or corner of lots only, cannot extend more than one (1) ten foot section, with one (1) additional ten foot section perpendicular to the first section being allowed.
- d. Decorative fencing to the height of one (1) foot around flower beds in front yards, so long as they are constructed of one of the following: unpainted brick, landscaping timbers or field stone.

2. Porches: Defined as a permanent structure attached to the front or rear of a house, with railing and a roof. Porches are sometimes screened in.

- a. **Materials:** Porch substructures should be constructed of pressure treated lumber. Because much of the porch is protected from direct exposure to the weather, standard building materials may be utilized in the roof and side structure, and for the flooring. Generally, gutters will be required around the roof's edge to avoid water damage to the structure.
- b. **Building Codes:** All construction must be able to meet all applicable codes. Note however, that approval for construction by the Stonecrest HOA does not guarantee that the structure will meet codes. It is the homeowner's responsibility to ensure that the structure will pass. Care should be exercised to ensure that concrete footers are large enough and deep enough to pass code requirements, and to support the structure throughout its lifetime without sinking or settling.

c. Design: All porches will be designed with side railing and a roof. The roof must be an exact match to the existing house's roof in terms of color, style, and physical connection. Porch designs are not suitable in cases where the floor would be above grade by more than three (3) feet.

d. Placement: No porch should wrap around the side or laterally protrude beyond the rear edge of a home. Porches will be placed at the rear of single-family homes. Small porches that are essentially integral to the structure may be considered for placement at the front of a home. Placement of a porch should not require the removal of any trees of more than six (6) inches in base trunk diameter. All property boundaries and easements must be considered in placement.

e. Finish: Porches will be painted to exactly match the color scheme of the house. As with the house itself, porches must be maintained and periodically repainted.

3. Sheds:

a. No metal sheds or exposed particleboard shall be considered.

b. All construction plans for sheds must be submitted to the Board of Directors for approval. Height, size, style, and placement shall be reviewed and considered.

c. Storage sheds attached to homes may be erected only if the roofing and siding materials to be used match that of the existing house exactly (i.e.: material and color).

d. Storage sheds detached from the house shall meet the following criteria:

1) Material to be the existing material of the house wall, pressure treated wood, T-111, aluminum or vinyl siding. All other material shall be submitted to the Committee and/or BOD for consideration and approval.

2) Color: The walls of the shed shall match the exterior walls of the house. The trim should match the exterior walls of the house.

3) The roofing color is to match that of the existing house.

4) The maximum floor area is eighty (80) square feet. The highest part of the shed shall not exceed ten (10) feet in height.

*Note: Under-deck sheds shall be permitted provided that these are fully screened with pressure treated lattice. Other material shall be submitted to the BOD for review and approval.

3. Exterior Antennae: The following types of antennas will be permitted: Direct Broadcast Satellite (DBS) Receive Only (RO) satellite dishes; antennas to receive TV broadcasts (TVBS); and antennas to receive multichannel multipoint distribution (wireless cable) signals (MMDS) if/when such systems are available. Generally, such antennas are restricted to a maximum of one-meter (approx. 39 inches) in diameter or diagonal measurement. Antennas should be located where they will minimize the impact on the existing architectural plan of the community. **Dish antennas** should be located below the roof peak and at the rear of the house. Ground level installation should be screened with landscaping and cables buried in a location cleared by Miss Utility and off of utility easements. Antenna color should be compatible with existing roofing material or siding. **TVBS** are generally discouraged and require special BOD approval. For **TVBS antennas** requiring mast mounting, the mast is restricted to a maximum of 12 feet in height and must be located at least an equal distance from the property line (i.e., a 12 foot mast must be at least 12 feet from the property line). Site plans, pictures showing color and dimensions and location of exterior coaxial feed cable must be submitted to BOD with application.

4. Driveways: Any change, alteration or modification to the original driveway shall be approved by the Committee and/or BOD. Residents are encouraged to provide proper routine maintenance to the driveway.

5. Playhouses:

- a. Playhouses shall be constructed of the existing house wall material, pressure-treated lumber, T111 wood, aluminum or vinyl siding. All other materials shall be submitted for approval to the BOD.
- b. Playhouses may be left natural, or finished in a clear or colored transparent stain/sealer or to match existing house colors. Colored stains and/or aluminum siding must be selected to fit with color scheme of the home, and must be submitted with application. Paint, semi-opaque and opaque stains are not suitable for use on playhouses, unless the colors match the existing house.
- c. Height, size, and placement shall be reviewed by the Committee and BOD.
- d. Roofing color and materials shall match the existing home.
- e. Playhouses built on a platform or above ground shall have a safety railing.

6. Dog houses:

- a. Dog houses shall be constructed of pressure-treated lumber, T-111 wood, aluminum, or vinyl siding. All other materials shall be submitted for approval to the Committee and BOD.

b. Dog houses may be left natural, or finished in a clear or colored transparent stain/sealer. Colored stains and/or aluminum siding must be selected to fit with color scheme of the home, and must be submitted with the application. Paint, semi-opaque and opaque stains are not suitable for use on doghouses.

c. Height, size, style and placement shall be reviewed by the Committee and BOD.

d. Roofing color and materials shall match the existing home.

e. No dog pens or dog runs shall be permitted. Facilities for other animals are not permitted without written approval of the BOD.

7. **Hot Tubs and Jacuzzis** – Hot tubs and Jacuzzis should be incorporated into an existing/planned deck or patio. Privacy fencing and/or year-round landscaping must be provided as screening from adjacent properties and from the street. Free standing hot tubs and Jacuzzis are generally discouraged; however, they will be allowed when appropriate screening is provided and written approval from the BOD.

8. Signs

a. **Temporary Signs** may include, but are not limited to neighborhood notices, open house/real estate sales or rentals, and yard sales. Neighborhood notices and yard sale signs may be placed seven (7) days prior to an event and must be removed with twenty-four (24) hours after the event. No approval is required for temporary signs but the BOD will take action if the time limits are abused. Temporary signs must meet the following criteria:

1) Signs must not be larger than six (6) square feet.

2) Real estate signs must meet county regulations with respect to size, content, and removal.

3) Only one real estate sign is allowed per property and must be in the front yard.

4) Real estate signs must be removed within forty-eight (48) hours of contract acceptance.

5) Materials must be suitable for intended purpose.

6) The color of the signs must be compatible with natural surrounds.

b. **Permanent Signs** – An application is required for all permanent signs and they will be considered on a case-by-case basis. It shall be the applicant's responsibility to secure appropriate permits.

The Architectural Committee and the Stonecrest Homeowners Association, Inc. Board of Directors cannot stress enough to the homeowner that *items not granted blanket approval in this document must receive written approval.*

A neighbor's modification that you may wish to copy may never have been approved, or your circumstances may be different, so you must obtain written approval.

Please submit written requests, in duplicate, to the Architectural Committee. If you have not received a written approval from the Committee or the Board of Directors within sixty (60) days after the date of the acknowledgment, you may consider that your request has been approved.

Remember, all additions and/or modifications are also subject to the County regulations.

Send Requests to:

STONECREST HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CHANGE REQUEST

Project (circle one): Shed Deck Fence Other _____

Name _____ Address _____

Owners Home Address (if Different) _____

City, State, Zip _____

Home Phone _____ Work Phone _____

DESCRIPTION OF PROPOSED EXTERIOR CHANGE OR ALTERATION Please outline, in detail, all proposed improvements, alterations or changes to your home. Include color(s), size(s), specifications, materials, location and any other pertinent information needed by the Architectural Change Committee in order to make a decision. Use the reverse of this form to sketch, or attach plans, to show the proposed alterations, as it will appear when completed. You will be notified in writing of the decision of the Committee within sixty (60) days of receipt. By approving this request, the Committee is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change or use of this improvement. If you would like your application to be reviewed for approval in a specific month, it must be submitted by the 15th of that month. Applications received after the 15th will be reviewed the following month. You must submit a copy of the plat of your property with your request. Indicate on the plat exactly where the improvement will be located.

Beginning Date: _____ Completion Date: _____

I understand approval does not relieve me of the responsibility to obtain any and all Building Permits, Variances, and/or to observe all local zoning ordinances. If approved by the Committee, I agree to make the changes under the terms and conditions specified in the letter of approval. I agree to maintain all improvements, at my expense, as long as I own any portion of the property. If any portion of the Association property is disturbed or damaged by either myself or my contractor, I agree to be responsible for and to restore the common elements to original or better condition(s).

Signature of Applicant: _____ Date _____

ACC USE ONLY:

Your request for the above change, addition or improvement has been:

_____ Approved as submitted

_____ Approved according to the conditions on attached letter

_____ Disapproved, see attached

Approval/Denial Date: _____ By: _____

Please return to: Stonecrest Homeowners Association, Inc.
Buckeye Development, LLC
125 S. Carroll Street, Suite 150
Frederick, Maryland 21701

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
STONECREST HOMEOWNERS ASSOCIATION

THIS DECLARATION is made on this _____ day of _____, 20__ by Stonecrest LLLP , a Maryland Limited Liability Limited Partnership, hereinafter referred to as "Declarant.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in Jefferson County, West Virginia, described in Article II hereof and desires to create and develop thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities, and, to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, herein after set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, Declarant has formed (or intends to form) the **STONECREST HOMEOWNERS ASSOCIATION, INC.**, as a non-profit corporation, without capital stock, under the Laws of the State of West Virginia for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for the improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

SPECIAL NOTICE TO STONECREST HOMEOWNERS:

Please be aware that farming and the raising of livestock is conducted in this area. Farming and the raising of livestock, as a business, brings with it noise, odors, dust, mud, smoke and other inconveniences such as weed burning, equipment and livestock on public roads, odors from manure and feeds, odors from chemical applications, lights and noise at all hours of the day and night, and on-farm processing and marketing of crops and livestock. Farming, as a way of life, benefits all West Virginian residents. It is an important way of life and adds intrinsic value to life in West Virginia.

ARTICLE I **DEFINITIONS**

Section 1.1 **Definitions.** The following words, when used in this Declaration, shall have the following meanings:

A. "Association" shall mean and refer to the **STONECREST HOMEOWNERS ASSOCIATION, INC.**, and its successors and assigns.

B. "Builder" shall mean and refer to any party who or which acquires a Lot or a parcel of land which is intended for development, and said parcel is, in fact, developed into a condominium regime, for the purpose of constructing on the Lot or parcel a dwelling unit or dwelling units to be sold or leased for residential purposes in the ordinary course of such party's business.

C. "Common Areas" shall mean and refer to all real property owned or leased by the Association or otherwise available to the Association for the exclusive benefit, use and enjoyment of its Members and their guests. "Community Facilities" shall mean and refer to all improvements upon the Common Areas or otherwise available to the Association for the exclusive benefit, use and enjoyment of its Members and their guests. Common Areas and Community Facilities shall be held for the common use and enjoyment of all of the Owners and shall be operated and maintained by the Association for the use and benefit of its Members. All storm water management areas located within the Common Areas shall be maintained and repaired by the Association. Notwithstanding the foregoing, in the event the Association is required by the this Declaration to maintain all or any portion of any Lot(s), such property shall not be considered a part of the Common Areas.

D. "Completed Dwelling Unit" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence, which has been approved for occupancy by the governmental authorities having jurisdiction thereover.

E. "Declarant" shall mean and refer to Pembroke Limited Partnership and its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for purposes of development and/or construction of a dwelling or dwellings thereon, but only to the extent that the designation of Declarant and the rights attributable thereto are expressly assigned to such successors and assigns, in writing.

F. "Eligible Mortgagee" shall mean the holder of a first mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or other significant matters which would affect the interest of the Mortgagee.

G. "Expansion Property" shall mean and refer to all real property described on Exhibit B attached hereto which may be added to and become a part of the Property pursuant to the provisions of Article II hereof.

H. "Lot" shall mean and refer to all subdivided parcels of land, which are part of the Property and shown on any recorded subdivision map of the Property, with the exception of the Common Areas.

I. "Member(s)" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

J. "Mortgagee" as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages. As used in this Declaration, the term "institutional mortgagees" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits or through other duly authorized agents.

K. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

L. "Plat" shall mean the final subdivision plat entitled "Final Plat, Lots ____, Section __, Plat __, Stonecrest" recorded or to be recorded among the plat records for Jefferson County, West Virginia and any other final plat recorded among the aforesaid land records which effects the Property.

M. "Property" shall mean and refer to all real property described on Exhibit A attached hereto and as further described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of Article II.

N. "Single Family Lots" shall mean those Lots on which detached single family dwellings shall be erected, and shall mean and refer to each and every one of the Lots so designated and described in this Declaration and in any Supplementary Declaration of Covenants and Restrictions made by the Declarant or others pursuant to the provisions of Article II of this Declaration.

O. "Storm Water Management Facilities" shall mean improvements of any kind, nature or type which are designed or constructed, whether located in Common Areas or individual Lots (excluding improvements located within areas dedicated by the Plat to public use) for the purpose of managing and controlling the quantity and/or quality of storm water runoff. Storm Water Management Facilities shall not include any driveway culvert or pipe installed on any Lot and shall not include any storm drain pipes or structures, but shall include any Subsurface structure or improvement located within the ten (10) foot easement located along all Lots shown on the Plat as "10' SWM DRAINAGE EASEMENT".

ARTICLE II **PROPERTY ENCUMBERED**

Section 2.1 **Property Subject to Declaration.** The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Jefferson County, State of West Virginia, and is more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

Section 2.2 **Additions.** Additional property may be annexed to the above-described property without the consent of the Class A Members of the Association, if any, provided that such property is a part or all of Expansion Property described on Exhibit B attached hereto and by this reference made a part hereof, and provided that such annexation occurs within ten (10) years of the date this Declaration is recorded. Any other annexation of property must be approved by two-thirds (2/3) of each class of the Members of the Association. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit A as hereinafter provided.

Any annexations of Single-Family Lots made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Jefferson County, West Virginia, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property.

Any Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration. Such annexations need not be made by the Declarant, but may be made by any person or entity then owning all or part of that property described on Exhibit B. Any such annexation must, however, be consented to by the Declarant.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration ("VA") or insured by the Federal Housing Administration ("FHA"), no annexation, shall be made pursuant to this Article, or otherwise, except following a determination by the VA and/or the FHA that the annexation conforms to a general plan for the development of the community previously approved by the VA and/or the FHA or, if no such general plan was approved by the VA and/or the FHA except following the prior written approval of the VA and/or the FHA.

Section 3.1 De-annexation. So long as there are any Class B Members, the Declarant may de-annex any property from the Property for a period of ten (10) years from the date of recordation of this Declaration. Such de-annexed property shall no longer be subject to the covenants and restrictions of this Declaration: except for any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant, pursuant to this Declaration, which affect the de-annexed property. Such de-annexation shall be made by recording a Supplementary Declaration among the Land Records of Jefferson County, West Virginia, withdrawing the effect of the covenants and restrictions of this Declaration from the de-annexed property. Such de-annexed property may be utilized by the Declarant, or any successor, assignee or transferee thereof, for any lawful purpose or use.

So long as any Lot within the Property is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no de-annexation shall be made pursuant to this Article, or otherwise, except following a determination by the VA or the FHA that the de-annexation is not contrary to a general plan for the development of the community previously approved by the VA or the FHA or, if no such general plan was approved by the VA or the FHA, except following the prior written approval of the VA or the FHA.

The foregoing notwithstanding, no property may be de-annexed if such property provides the only access to a Lot which is not itself being de-annexed, unless and until an alternative access to such Lot has been provided and is either subject to this Declaration or publicly dedicated.

ARTICLE III **MEMBERSHIP**

Section 3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

Section 3.2 Voting Rights. The Association shall have two classes of voting membership, which shall be known as "Class A" and "Class B":

Class A: Class A members shall be all Owners, with the exception of Declarant (with respect to any Lot which the Declarant owns prior to the lapse of Class B ownership), and Class A members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an 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 by a Class A member with respect to any Lot.

Class B: The Class B member shall be the Declarant (as such term is defined in the Declaration), its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which shall obtain any Class B membership by specific assignment from the Declarant. There shall be three (3) class B memberships for every Lot owned by the Declarant. This number shall be increased by three (3) for each Lot created on the property pursuant to Article II, section 2 and each party constituting a Class B member shall be entitled to one (1) vote for each Class B membership. The Class B membership shall cease and be converted to a Class A membership upon the happening of any of the following events, whichever occurs earliest:

(i) thirty (30) days following the date on which the total authorized and outstanding votes of the Class A members equals Fifty-three (53) or seventy-five per cent (75%) of the total number of dwelling units approved for construction on the Property and the Expansion Property, whichever is greater; or

(ii) Ten (10) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property and the Expansion Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Upon the lapse or surrender of all of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

ARTICLE IV **PROPERTY RIGHTS**

Section 4.1 Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant, to and shall pass with the fee, title to every Lot, subject to the following:

A. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas, Storm Water Management Facilities and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof, and, with the consent of two-thirds (2/3) of each class of the then Members of the Association, voting separately, to mortgage any of the Common Areas and Community Facilities. Said mortgage shall be subordinate to the Members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights thereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all

rights of the Members hereunder shall be fully restored; provided that, under no circumstances shall the rights of the Members to ingress, egress and parking be affected; and

B. The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

C. The right of the Association to adopt reasonable rules respecting use of the Common Areas and Community Facilities and to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and

D. The right of the Association to suspend the voting rights and the rights to use the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

E. The right of the Association to impose reasonable fines for any infraction of the provisions of this Declaration or of the published rules and regulations provided, however, that any Member against whom a fine may be imposed shall have first been given the right to a hearing before the Board of Directors; and

F. The right of the Association to dedicate or transfer all or any part of the Common Areas, Storm Water Management Facilities (not located on a Lot or Lots) or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then Members of the Association consent to such dedication, transfer, purpose and condition; and provided, further, that any such dedication or transfer shall also be subject to the limitations provided for in Sections 9 and 10 of Article XIV of this Declaration; and

G. The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, cable television franchisee, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Community Facilities; and

H. The right of Declarant (and its sales agents and representatives) to the nonexclusive use of the Common Areas and Community Facilities for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than seven (7) years after the conveyance of the Common Areas to the Association, or the sale of all residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the Members in their use and enjoyment of the Common Areas or facilities thereon.

Section 4.2 Member's Ingress and Egress Easement. Notwithstanding any statement contained in Section 1 of this Article IV, if ingress or egress to any Lot is over the Common Areas any conveyance or encumbrance of any such Common Area shall be subject to an easement for ingress and egress benefiting such Lot Owner.

Section 4.3 Delegation of Rights of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and Community Facilities to the members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 4.4 Limitations. Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use the appropriate sections of the Common Areas for both vehicular and pedestrian ingress and egress to and from his Lot and for parking.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5 1. General Maintenance Assessment. Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property which has been improved with a Completed Dwelling Unit, by acceptance of a deed from the Declarant or a Builder therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, in advance, a monthly sum (hereinelsewhere sometimes referred to as a "general assessment" or "maintenance assessment") equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Common Areas, Community Facilities, Storm Water Management Facilities and the services furnished to or in connection with the Common Areas, Community Facilities and Storm Water Management Facilities including charges by the Association for any services furnished by it; and

B. The cost of necessary management and administration of the Common Areas, Community Facilities and Storm Water Management Facilities including fees paid to any Management Agent; and

C. The amount of all taxes and assessments levied against the Common Areas, Community Facilities; and

D. The cost of fire and extended liability insurance on the Common Areas, Community Facilities Storm Water Management Facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas, Community Facilities and Storm Water Management Facilities; and

E. The cost of utilities and other services which may be provided by the Association for the Common Areas, Community Facilities and Storm Water Management Facilities; and

F. The cost of maintaining, replacing, repairing, mowing and landscaping the Common Areas, including, without limitation, maintenance of any storm water detention basins or the like located upon Common Areas and the cost of maintaining any subsurface Storm Water Management Facilities located on any Lots, and the cost of maintaining any entrance monuments and related improvements, whether located on the Common Areas or upon any Lots, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

G. The cost of trash collection from the Lots; and

H. A contingency fund equal to at least ten percent (10%) of estimated or actual expenses of the Association; and

I. The cost of funding those reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals, should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a bi-monthly, quarterly, semi-annual or annual basis, rather than on the monthly basis hereinabove provided. Any Class A Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Areas, Community Facilities, and Storm Water Management Facilities. The annual operating budget shall be based upon estimated expenses for the operation of the Association, or, if available, actual expenses for the previous budget adjusted for inflation and any surplus. The proposed budget shall be reviewed for accuracy by an independent certified public accountant prior to approval. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the general assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. The annual assessment against each Lot shall be in an amount sufficient to satisfy the approved budget requirements. Written notice of the general assessment shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new general assessment is fixed. No Member may exempt himself from liability for assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas and Community Facilities.

This Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and

duties of the Association for maintenance and repairs shall be limited to the Common Areas and Community Facilities unless otherwise expressly set forth herein. The owner of any Lot shall, at his own expense, maintain his Lot and dwelling and any and all appurtenances thereto, in good order, condition and repair and in a clean, and sanitary condition at all times.

Section 5.2 Special Maintenance Assessments. In addition to the general assessments authorized by this Article, the Association may levy, in any assessment year, a special maintenance assessment or assessments, applicable to that year only, for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas, Community Facilities and Storm Water Management Facilities including the necessary fixtures and personal property related thereto, (ii) defraying unforeseen or special expenditures, or paying any budget deficit which the contingency fund proves inadequate to address, or (iii) for such other purpose as the Board of Directors may consider appropriate.

Section 5.3 Reserves for Replacements. The Declarant shall establish and the Association shall thereafter maintain and continue a reserve fund for replacement of the Common Areas, Community Facilities and Storm Water Management Facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the Common Areas, Community Facilities and Storm Water Management Facilities may be expended only for the purpose of effecting the replacement of the Common Areas, Community Facilities and Storm Water Management Facilities, major repairs, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas, Community Facilities, Storm Water Management Facilities and for such exterior maintenance of the Lots as may be expressly provided for herein and shall not be used to finance operating and maintenance costs. The Association may establish such other reserves for such other purposes, as the Board of Directors may from time to time consider necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE VI **PAYMENT OF MAINTENANCE ASSESSMENTS**

Section 6.1 Non-Payment of Assessments. Any assessment levied pursuant to this Declaration shall be due on the first (1st) day of each calendar month or on the first (1st) day of such period as may be authorized by the Board of Directors pursuant to this Declaration. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon, late charges and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind

such Lot or Lots in the hands of the then owner(s), his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of West Virginia, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot then belonging to said Member in the manner now or hereafter provided for in the West Virginia

Contract Lien Act, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

If requested in writing so to do by a mortgagee, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of Members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof, which becomes delinquent, in any prominent location upon the property

Section 6.2 Assessment Certificates. The Association shall upon request at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate, in writing, signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 6.3 Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said annual assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 6.4 Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

A. General and special assessments for ad valorem real estate taxes on the Lot; and

B. The lien of any deed of trust, mortgage instrument or encumbrance duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith (i.e., without notice of existing past due assessments) and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, or installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Such sale, foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession or the purchaser at any foreclosure sale from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessments, which lien, if any claimed, shall have the same effect and be Enforcer-in the-same-manner-as provided-herein. - -

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or of the indebtedness secured thereby) not otherwise entitled thereto.

Section 6.5 Additional Default Any recorded mortgage secured on a lot in the property shall provide

Section 6.5 Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual assessments for each non-Builder Class A membership shall commence on the date a deed for the Lot to which such membership is appurtenant is delivered by the Declarant or Builder to the Member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as hereinelsewhere provided the monthly installments of each such annual assessment for any Lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 6.6 Assessment of Declarant and Builders.

The Declarant shall not pay any assessments for Lots owned by the Declarant. In lieu of paying the general or supplemental maintenance assessments provided herein, each Builder shall

pay to the Association, upon Builder's conveyance of each improved Lot to an Owner, a sum equal to One Hundred Fifty Dollars (\$150.00) per Lot.

Section 7. Exempt Property.

No portion of the Common Areas and Community Facilities shall be subject to assessment of any kind by the Association.

Section 8. One Time Member Assessment.

At the time of the first conveyance of each Lot which is improved by a Completed Dwelling Unit to a non-Builder, non-Declarant Owner, each such Owner shall pay to the Association a nonrefundable contribution to the Association's operating account in an amount equal to One Hundred Fifty Dollars (\$150.00). This payment shall be in addition to and shall not be credited toward the general assessment due from each Owner. It is the sole responsibility of each such Owner to pay this contribution to the Association at the time such Owner settles on the improved Lot. However, in the event that such Owner does not pay this contribution at settlement, the contribution shall be deemed a delinquent assessment, and such Owner shall remain fully liable for the payment thereof and the Association shall have all of the rights and remedies set forth in this Article with respect to the collection of delinquent assessments with respect to such contribution. In no event shall the Declarant be responsible for the collection of such one time. Contributions. The foregoing contributions shall be used by the Association to assist in defraying its initial and ongoing operating expenses and other costs related to the completion and use of the Community Facilities.

ARTICLE VII **ARCHITECTURAL CONTROL**

Section 1. Covenants Committee.

Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Area accomplished by the Declarant or a Builder, and except for purposes of proper maintenance and repair, no building, fence, mailbox, wall or other improvements or structures (including, but not limited to, any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways) shall be commenced, directed, placed, moved, altered, installed, erected, attached, applied, pasted, hinged, screwed, built, removed; constructed or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon or upon any Common Area be made, nor shall two (2) or more dwellings be combined or otherwise joined, or partitioned after combination, until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Covenants Committee (sometimes hereinafter referred to as the "Committee")) shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity

with the design concept for the Community by, the Board of Directors of the Association or by a Covenants Committee appointed by the Board of Directors.

The removal of trees or shrubs, which in any way alter Storm Water Management Facilities, is prohibited.

All of the responsibilities and duties herein delegated to the Covenants Committee shall be carried out by the Board of Directors of the Association, unless and until the Board appoints such a Committee. References hereinafter to the Covenants Committee shall apply with equal force to the Board of Directors acting in the capacity of such a Committee.

The Declarant and all Builders are hereby specifically exempt from all provisions of this Article VII.

Notwithstanding anything to the contrary set forth herein, no Condominium Unit shall be subject to the provisions of this Section 1. Any action requiring the approval of the Board of Directors and/or the Covenants Committee, pursuant to the provisions hereof, shall require the approval of the Board of Directors, or a similar committee appointed by the Board of Directors, of the condominium regime's council of unit owners, pursuant to the condominium regime's governing documents.

Section 2. Covenants Committee - Operation.

The Board of Directors may appoint a Covenants Committee. The Covenants Committee shall be composed of an uneven number of at least three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the Members of the Covenants Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Said Committee may from time to time delegate its ministerial and policing functions to the Managing Agent.

Section 3. Approvals, etc.

Upon approval by the Covenants Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within forty-five (45) days after such plans and specifications (and all other materials and information required by the Covenants Committee) have been submitted to it in writing, then said plans and specifications shall be deemed to be transferred to the Board of Directors of the Association for review and approval or disapproval. In the event that the Board of Directors fails to approve or disapprove such plans and specifications within seventy-five (75) days of the applicant's submission of such plans and specifications to the Committee, then approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Covenants Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other

qualities of the item being reviewed nor shall it in any way relieve the Owner of the Owner's obligation to secure necessary approvals or permits from relevant governmental authorities. The Board of Directors or the Covenants Committee, as applicable, shall have the right to charge a reasonable fee for reviewing such application in an amount not to exceed Fifty Dollars (\$50.00). Any such exterior addition to or change or alteration made, without application having first been made an approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost and expense.

Section 4. Limitations.

Construction or alterations in accordance with plans and specifications approved by the Covenants Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date on which the same are approved by the Committee or the Board of Directors (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such period as the Committee or Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee or the Board shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall, again, be required. There shall be no deviation from the plans and specifications approved by the Committee or the Board without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee or the Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance.

Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Covenants Committee or Board of Directors in accordance with the provisions of this Article, the Covenants Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenants Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, etc.

The Board of Directors of the Association may, from time to time, adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be suitable for approval and may publish and record such statements of policy, standards, and guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Covenants Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

Section 7. Appeals.

Any Member dissatisfied with a decision of the Covenants Committee may, within seven (7) days after the rendering of such decision, make an appeal thereof to the Board of Directors. Not less than fifteen (15), nor more than sixty (60), days after the noting of such appeal, the Board of Directors shall conduct a hearing thereon. Within fifteen (15) days of such hearing, the Board of Directors may affirm, reverse, modify or remand the decision appealed. Two-thirds (2/3) of the Board of Directors shall be required to reverse a decision of the Covenants Committee. The Board of Directors is hereby authorized and empowered to promulgate reasonable rules of procedure for the conduct of such appeals and hearings. In the event that the Board of Directors, itself, acts in the capacity of the Covenants Committee, no such right of appeal

Section 8. Prohibited Uses and Nuisances.

Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Covenants Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas:

A. No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

B. The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of a total of six (6) of dogs, cats or caged birds but no more than two (2) of each as domestic pets, provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Covenants Committee, shall have the authority, after hearing, to determine whether a particular pet is, or a particular number of pets are, a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. Each Member who walks a pet on the Common Areas is required to clean up any and all solid waste deposited by their pet within that area. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

C. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

D. Except as herein elsewhere provided, no junk vehicle, vehicle with a load capacity greater than one (1) ton and/or with more than two (2) axles and not more than four (4) wheels,

trailer, house trailer, motor home, camper, recreational vehicle, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in-connection with the maintenance and operation of the Common Areas, Community Facilities and Storm Water Management Facilities) shall be kept upon the Property (including streets, driveways, Lots and parking spaces) unless kept in a completely enclosed garage nor (except in bona fide emergencies) shall the extraordinary repair or maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenants Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like, and may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable.

E. Trash and garbage containers shall not be permitted to remain in public view, except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in tightly covered containers.

F. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this Sub-section shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

G. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

H. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I. The removal of any trees of any size or type on any Lot or installation or construction of any improvement which increases the impervious area on any Lot without the prior written approval of the Association acting through the Covenants Committee or duly appointed subcommittee and the Jefferson County Department of Public Works is prohibited. The Covenants Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

J. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time, without the prior written consent of the Covenants Committee.

K. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected,

posted or displayed upon, in or about any Lot or dwelling without the prior written approval of the Covenants Committee, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this sub-section shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

L. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, Storm Water Management Facilities or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. Owners will be held responsible for any and all damage to Storm Water Management Facilities whether located on the Owners Lot or elsewhere on the Property, which is caused by an Owner, its agents, invitees and/or guests.

M. No tree, hedge or other landscape feature shall be planted or maintained in a location, which obstructs sight lines for vehicle traffic on streets and roadways.

N. No outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property. No satellite dishes shall be permitted unless first approved by the Board of Directors, subject to guidelines established by the Board of Directors, from time to time, restricting such criteria as size, location and screening.

O. No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the Board of Directors of the Association and, then, only on a temporary basis and no Member shall engage or direct Any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over or interfere with any employee of the Association.

P. No all terrain vehicles ("ATV's"), off-road motorcycles or off-road motor vehicles of any kind shall be, operated, or used on the Property or any part thereof including but not limited to any Lot or the Common Area.

Q. No Member shall utilize, or cause to be utilized, any material for the repair, replacement or maintenance (collectively "maintenance") of a roof, or any portion thereof, of a dwelling, garage or other structure that is not in substantial conformity with roofing materials utilized by the Declarant as of the date of commencement of said maintenance unless otherwise approved, in writing, by the Covenants Committee as herein provided.

R. Except for wading pools not exceeding nine (9) feet in diameter, no wading or swimming pools, whether in-ground or aboveground, shall be-permitted within any-Lot without the prior written approval of the Covenants Committee. Any such permitted pools shall be allowed only within rear yards.

S. No Member shall convert any area originally constructed as a garage into a living or storage space; all garages shall be used for their intended purpose.

Section 9. Residential Use.

All dwellings shall be used for private residential purposes exclusively, except that, subject to all applicable laws and regulations, a portion of a dwelling unit may be used as a professional office or for other home business purposes provided that (i) prior written consent is obtained pursuant to Section 1 of this Article; (ii) no employees (other than residents) work on a regular basis within the dwelling unit, and no customers or clients visit the dwelling on a regular basis; (iii) such use as a professional office or other home business is limited to the person(s) actually residing in the dwelling unit; (iv) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; (v) no materials or equipment related to the business is stored outside of the dwelling; and (vi) the Owner of such dwelling unit agrees to pay and pays any increase in the rate of insurance for the Association which results from such use. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or any Builder from the use of any Lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 10. Family Day Care.

The use of any dwelling unit within the Property as a "family day care home", as defined in §11 B-111.1 of the _____ Homeowners Association Act, as amended (the "Act") is permitted, subject to obtaining prior written consent as provided in Section 1 of this Article. Such applications for use of a dwelling unit as a family day care home are subject to the following conditions:

(a) The percentage of family day care homes permitted within the Property shall not be more than seven and one-half percent (7.5%) of the total number of dwelling units within the Property;

(b) Each "day care provider", as defined in §11 B-111.1 of the Act, operating a family day care home within the Property shall pay, on a pro-rata basis (based on the total number of family day care homes operating within the Property) any increase in insurance costs incurred by the Association that is solely and directly attributable to the operation of family day care homes within the Property;

(c) The Association may impose a reasonable fee, not to exceed Fifty Dollars (\$50.00) per year, on each family day care home for use of the Common Area;

(d) Before any dwelling unit may be operating as a family day care home the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the family day care home;

(e) Each day care provider operating a family day care home within the Property shall obtain the liability insurance described under Article 48A, §481 D of the Annotated

Code of _____ (1996), as amended (the "Code"), in at least the minimum amount described under that statute, and shall not operate unless such minimum liability insurance is in effect at all times; and

(f) Each family day care home must be registered under Title 5, Subtitle 5 of the Family Law Article of the Code, and shall not operate unless such registration remains current.

Section 11. Leasing.

Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and a copy thereof shall be filed with the Association's Board of Directors.

Section 12. Fences and Mailboxes.

Any fence constructed upon the Property shall be substantially similar in design, dimension and material to the fences installed by Declarant or any Builder, if any, as a part of original construction and shall not extend beyond the front building line of the dwelling on the Lot upon which any such fence is erected or, except for pipestem or other irregularly configured Lots, the front building line of the dwellings on all immediately adjacent Lots. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article VIII.

Any mailboxes installed on the Property shall be substantially similar in design, dimension and materials to the mailboxes installed by the Builders. The installation of new mailboxes shall be subject to the provisions of this Article VIII.

Section 13. Community Rules, etc.

There shall be no violation of any rules for the use of the Common Areas and Community Facilities or community rules and regulations not consistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 14. Reconstruction After Fire or Other Casualty Loss.

In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, the Owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications, or with such amended, plans and, specifications as may be approved in writing by the Board of Directors at the request of such Owner. The provisions of this Section shall not apply when prohibited by the first trust Holder, the VA, FNMA, FHLMC or FHA, or when in conflict with any law, ordinance, municipal regulation or the like.

Section 15. Enforcement - Right to Remove or Correct Violations.

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Board of Directors or the Covenants Committee required herein, and, upon written notice from the Board of Directors or the Covenants Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed, or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the Covenants Committee) either to take such action as is provided in Article XIV, Section 3, of this Declaration and/or to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the costs thereof and reasonable attorneys' fees incurred thereby may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 16. Enforcement - Fines.

In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees, in the manner set forth herein, for violation of this Declaration, the Bylaws and any published rules and regulations, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the Bylaws and the Articles of Incorporation and such fines) shall also become the binding personal obligation of such

A. The Board of Directors, or a duly appointed Enforcement Committee, shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the Bylaws, Articles of Incorporation or the rules and regulations of the Association, regarding the use of the dwelling units, Lots, Common Areas or other Association property, are being or have been violated. In the event that the Board of Directors or the Enforcement Committee determines an instance of such probable cause, it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting (if such person is not the owner), of the specific nature of the

alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine, and shall set forth the specific amount for each offense. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur. Such acknowledgment and promise, and performance in accordance therewith, if so determined by the Board of Directors or Enforcement Committee, may terminate the enforcement activity of the Association with regard to such violation. Should the Board of Directors or Enforcement Committee so elect, notwithstanding receipt of the foregoing acknowledgment, promise and performance, a hearing may be held with respect to the violation. In such an event, the Board of Directors shall provide written notice to the alleged violator or Owner of the date, time and place of the hearing and the penalty, which is proposed. The date of such hearing shall be no less than fourteen (14) days from the date of the notice.

B. If a hearing is timely requested by the Owner or alleged violator, or scheduled by the Board of Directors, the said Board of Directors shall hold the same, whether the alleged violator or Owner is in attendance or not, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or the Board of Directors or Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

C. In the event that the alleged violator or Owner to whom the notice of a scheduled hearing is sent notifies the Board of Directors, in writing, within ten (10) days from the date of the notice that such Owner or alleged violator wishes to be present at the hearing but is unable to do so due to legitimate scheduling conflicts, the Board of Directors will re-schedule the meeting and re-notify the Owner or alleged violator of the date, time and place thereof, as set forth above.

D. Subsequent to any hearing, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

E. A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fines) assessed against that Lot.

F. Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

Section 17. New Construction.

No construction of the initial improvements on a Lot by a Builder may be commenced until the plans and specifications for such improvements have been approved, in writing, by the Declarant. The Declarant shall have thirty (30) days from receipt of all the material which it may reasonably request from the Builder in which to approve or disapprove such plans and specifications. Failure to respond within this time frame shall mean the plans and specifications are automatically approved. The commencement and completion of the improvements are subject to the requirements of Section 4 of this Article. The approval of the Declarant shall in no way be substituted for applicable governmental approvals and permits and no construction may commence until all such approvals and permits have been obtained. The Declarant may disapprove any plans and specifications for any reason and approval of any plans and specifications does not constitute a waiver of the right to disapprove the same plans and specifications subsequently submitted for any purpose. Any decision of the Declarant under this Section shall be final.

ARTICLE VIII **EASEMENTS**

The rights and duties of the Owners of Lots with respect to easements shall be governed by the following:

Section 1. Easement for Installation of Post Lamps.

There shall be and is hereby reserved to the Declarant a perpetual and nonexclusive easement to install a post lamp on any Lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all necessary underground wire and/or leads into any living unit situate upon the Property. The foregoing reservation of easement shall not impose upon the Declarant any obligation to install such post lamps.

Section 2. Easement for Landscaping and Related Purposes.

There shall be and is hereby reserved to the Declarant a perpetual and nonexclusive easement over all Lots, or any Common Area or Community Facility, for a distance of ten feet (10') behind any Lot line which parallels a street (whether public or private) for the purpose of erecting street intersection signs, lights, stone or masonry wall features and/or related landscaping.

Section 3. Encroachments.

Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no

event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agrees that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 4. Easements.

Each Lot and dwelling shall be subject to easements for the benefit of the Owners of the adjoining and abutting Lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind, to easements for lateral support of adjoining and abutting dwellings, and to easements for the leadwalks and sidewalks serving adjoining and abutting dwellings.

Section 5. Storm Water Management Facilities Easements.

Each Lot shall be subject to a ten (10) foot easement for subsurface Storm Water Management Facilities located on each Lot as shown and described on the Plat as "10' SWM DRAINAGE EASEMENT". In addition, the Lots and Open Space shown on the Plat shall be subject to such other storm water management easements and storm drain easements as shown and depicted on the Plat

Section 6. Pathway Easements.

Lots 50, 52, 62 and 63 as shown on the Plat shall be subject to Pathway Easements for pedestrian ingress and egress for all Lot Owners, their agents, invitees and guests. Said Pathway Easements shall be repaired and maintained by the Association.

Section 7. Entrance Feature Easement.

Lots 46 and 51 as shown on the Plat shall be subject to an easement for the construction, existence and continued maintenance of entrance sign features, the location of which is shown and designated on the Plat as "_____".

ARTICLE IX **JOINT DRIVEWAYS**

Section 1. Joint Driveways.

Any driveway which is built or installed as part of the original construction upon the Property and which is situated on the dividing line between Lots or partly on one Lot and partly on another Lot or other lots, shall constitute a joint driveway for the equal and common use and benefit of the Owners of any Lots or other portions of the Property which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

Section 2. Repair and Maintenance.

Unless otherwise expressly provided in a recorded Easement, the cost of reasonable repair and maintenance of any joint driveways shall be shared by the Owners of the Lots which share the use of a Joint Driveway as Described on the Plat, in equal shares.

Section 3. Damage and Destruction.

In the event any joint driveway is destroyed or damaged, any Owner who has used the same may restore it, and if the other Owners thereafter make use of the same, they shall contribute to the cost of restoration thereof in equal proportions; 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.

Section 4. Easements.

There shall be a perpetual and nonexclusive easement, in, through and over the joint driveway reserved to the Owners of the Lots 45 and 46 as shown and depicted on the Plat as "30x30 COMMON DRIVEWAY EASEMENT"; and Lots 69 and 70 as shown and depicted on the Plat as "80x30 COMMON DRIVEWAY EASEMENT". No person shall in any way interfere with the free and unobstructed use of the easements herein created for said Owners.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE X **MANAGEMENT**

Section 1. Management Agent.

The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services, as the Board of Directors shall authorize in writing, including, without limitation:

A. To establish (with the approval of the Board of Directors of the Association) and provide for the collection of the general assessment and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

B. To provide for the care, upkeep, maintenance and surveillance of the Common Areas and Community Facilities; and

C. To designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities; and

D. To promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas and Community Facilities; and

E. To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 2. Duration of Management Agreement.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 3. Limitation of Liability.

The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or Community Facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas and Community Facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Community Facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 4. Self-Management.

If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by the FHA or guaranteed by the VA, and provided further that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

ARTICLE XI **EASEMENTS**

Section 1. Reservation of Easement Rights by the Declarant.

A. The Declarant hereby reserves to itself, its successors and assigns, a nonexclusive easement and right-of-way in, through, over and across the Common Areas, Community Facilities, and Storm Water Management Facilities for the purpose of the storage of building supplies and materials, and in, through, over and across the Common Areas and Community Facilities and Lots for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the achievement of uniform grading on adjoining Lots, the furnishing of required warranty services and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the Common Areas, Community Facilities, and Storm Water Management Facilities and to each Member with respect to a Lot shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association and/or each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

B. The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Common Areas to any and all governmental or quasi-governmental authorities and to any and all public utilities, including, without limitation, the Jefferson County, West Virginia.

Section 2. Easements for Utilities and Related Purposes.

The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provision of utility and cable television services to the community as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant to ensure the orderly maintenance, preservation and enjoyment of the Common Areas and Community Facilities and for the preservation of the health, safety, convenience and welfare of the Members of the Association.

Section 3. Parking and Sidewalk Easements.

There is hereby established for the benefit of the Owners of the several Lots a perpetual and non-exclusive easement and right-of-way for pedestrian and vehicular ingress, egress and regress, and for the parking of motor vehicles, in, through, over and across the private streets and parking areas and in, through, over and across the sidewalks and leadwalks constructed upon the Common Areas or the Lots. Any grant of a Lot made by the Declarant shall be conclusively deemed to incorporate this easement and right-of-way, whether or not specifically set forth in such grant. At the request in writing of either the Declarant or the Association, the Owner of any Lot shall, from time to time, execute, acknowledge and deliver such other and further assurances of this easement and right-of-way as may be necessary.

Section 4. Existing Utilities.

The rights and duties with respect to previously installed sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

A. Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, poles, cables or any related facilities or portion thereof, are or have been installed within the Property, such facilities shall not be moved or disturbed unless and until the utility company responsible for servicing the same shall have consented thereto and unless and until any costs charged by such utility company for moving such facility shall have been paid by the Association. Each such utility company shall have the right, and is hereby granted an easement to the extent necessary therefor, to enter upon any portion of the Property in which said installation lies, to repair, replace and generally maintain said installations.

B. The right granted in sub-section A, above, shall be only to the extent necessary to entitle the utility company servicing said installation to repair, replace and generally maintain it. It is a condition of this grant of easement, however, that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of said installations, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section S. Easement for Original Construction.

With respect to any step, patio, deck, downspout, driveway or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant or a Builder and which may encroach upon any adjoining Lot or any portion of the Common Area, there is hereby reserved for the benefit of the Lot which such step, patio, deck, downspout, driveway, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the adjoining Lot or Common Areas, but only to the extent the Declarant's or Builder's original construction thereof encroaches within the adjoining Lot or Common Areas. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association or the adjoining Lot Owner, as applicable, harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

ARTICLE XII

EXTERIOR MAINTENANCE

Section 1. Duty to Maintain.

Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, including the "10' SWM DRAINAGE EASEMENT" located on each Lot as shown on the Plat, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If an Owner shall fail to maintain the Lot and the improvements situated thereon, as provided in this Declaration and in the By-Laws, the Board of Directors may appoint someone to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become alien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 2. Easement for Exterior Maintenance.

If any dwelling is situated on or near a Lot line such that proper exterior maintenance and repair of the dwelling cannot reasonably be accomplished exclusively on such Owner's Lot, then that Owner shall have an easement over that portion of the adjoining Lot as is reasonably necessary for such exterior maintenance and repair, including, but not limited to, painting, cleaning and washing and repairing windows.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Amendment.

Subject to the other limitations set forth in this Declaration, at any time within the first twenty (20) years following the recordation hereof, this Declaration may be amended only with the consent of seventy-five per cent (75%) of the Class A Members of the Association, if any, and by the Declarant. An instrument reflecting such an amendment shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the end of the aforesaid twenty (20) year period this Declaration may be amended only with the consent of two-thirds (2/3) of the Class A Members of the Association. Such an amendment shall be recorded among the Land Records for

the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 2. Duration.

Unless amended in accordance with the-provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, 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 this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which date the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement.

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or enjoin such violation or to remove such violation or to recover damages and/or fines or all of the foregoing, and against any Lot to enforce the lien created hereby, all at the cost of the Owner in violation, both as to court costs and reasonable attorneys' fees; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner or any mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Areas and Community Facilities owned by the Association.

There shall be, and there is hereby, created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by the recovery of damages.

Section 4. Successors of Declarant.

Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale.

In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use.

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facility by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas or Community Facilities.

Section 8. Severability.

Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents.

Any other provision of this Declaration, the By-Laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions:

A. Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas, directly or indirectly owned by the Association, unless at least fifty-one per cent (51 %) of the Eligible Mortgagees (based upon one vote for each first mortgage owned) and Lot Owners representing sixty-seven per cent (67%) of the votes in the Association have given their prior written approval; provided, however, that the granting of rights-of-way, easements and the like for public utilities, or for other purposes consistent with the use of the Common Areas by Members of the Association, shall not be considered a transfer within the meaning of this Section; or

B. Abandon or terminate this Declaration unless at least sixty-seven per cent (67%) of the Eligible Mortgagees (based upon one vote for each first mortgage owned) and Lot Owners representing ninety per cent (90%) of each Class of membership of the Association have given their prior written approval; or

C. Convert Lots into Common Area, or vice versa, unless sixty-seven per cent (67%) of the Eligible Mortgagees (based upon one vote for each first mortgage owned) and Lot Owners representing ninety per cent (90%) of the votes of the Association have given their prior written approval; or

D. Unless the prior written consent of fifty-one per cent (51 %) of the Eligible Mortgagees (based upon one vote for each first mortgage owned) and the requisite number of Lot Owners, as provided in Article XIV, Section 1 of this Declaration, has been obtained, modify

or amend any material provision of this Declaration which establishes, provides for, governs or regulates any of the following:

- (1) Voting rights;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Areas;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Areas by any Owner, except in accordance with Article IV, Section 1;
- (6) Responsibility for maintenance and repairs;
- (7) Expansion or contraction of the property subject to this Declaration, or the addition, annexation or withdrawal of property to or from this Declaration, except in accordance with Article II;
- (8) Boundaries of any Lot;
- (9) A decision by the Association to establish self management when professional management has been previously required by any Eligible Mortgagee;
- (10) Leasing of Lots;
- (11) Imposition of any restrictions on the rights of an Owner to sell or transfer his or her Lot;
- (12) Restoration or repair of the Common Areas within the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (13) Any provisions, which expressly benefit mortgage holders, Eligible Mortgagees or insurers or guarantors.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgagee who receives a written request to approve such a non-material addition or amendment who fails to submit a response within thirty (30) days shall be deemed to have approved such request.

E. Substantially modify the method of determining and collecting assessments against an Owner or his/her Lot, as provided in this Declaration, unless at least sixty-seven per cent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other

than the Declarant) of the individual Lots in the Association have given their prior written approval; or

F. Waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Areas, party walkways or common fences and driveways, or the upkeep of lawns and plantings within the Property, unless at least sixty-seven per cent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Association have given their prior written approval; or

G. Fail to maintain insurance, in accordance with Article XI of the By-Laws of the Association, unless at least fifty-one per cent (51 %) of the Eligible Mortgagees (based upon one vote for each first mortgage owned) and sixty-seven per cent (67%) of the Owners have given their prior written approval; or

H. Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area or property, unless at least fifty-one per cent (51 %) of the Eligible Mortgagees (based upon one vote for each first mortgage owned) and sixty-seven per cent (67%) of the Owners have given their prior written approval.

Section 10. Consent of VA and FHA.

Provided that any Lot in the project is ~~then~~ encumbered by a deed of trust or mortgage which is guaranteed by the VA, or insured by the FHA, and provided, further, that there are then Class B memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the VA and/or FHA, as applicable:

A. Abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas and Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities and cable television or for other purposes consistent with the use of the Common Areas and Community Facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

B. Abandon or terminate this Declaration; or

C. Modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

Section 11. Additional Rights of Mortgagees - Notice.

The Association shall promptly notify all Eligible Mortgagees who hold first mortgages on any Lot for which an assessment levied, pursuant to this Declaration, or any installment thereof, becomes delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify any Eligible Mortgagee who holds a first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any mortgage on any Lot, and the protection extended

in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessments levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding, provided such mortgagee has furnished the Association with its name, address and the addresses of those Lots in which it has a security interest.

Any institutional first mortgagee of any Lot within the Property may pay any taxes, utility charges or other charge levied against the Common Areas and Community Facilities which are in default and which may or have become a charge or lien against any of the Common Areas and Community Facilities and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas and Community Facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 12. Changes Required by Lenders or Governmental Agencies.

Notwithstanding any provision to the contrary contained in the Articles of Incorporation or By Laws of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to the Declaration, the Articles of Incorporation and the By-Laws of the Association if such modifications, additions or deletions are required by VA, FHA, FHLMC, FNMA or a government or municipal agency, provided that such modifications, additions or deletions do not adversely affect the rights of any Lot owner. The Declarant further reserves the right to waive in writing any exception, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation or the By-Laws of the Association.

Section 13. Casualty Losses.

In the event of substantial damage or destruction to any of the Common Areas or Community Facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or Community Facilities. .

Section 14. Taxes and Assessments.

It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Common Areas is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the property tax assessment for each such Lot, and, as a result, any property tax assessment directly against such Common

Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

Section 15. Condemnation or Eminent Domain.

In the event any part of the Common Areas and Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and Community Facilities.

Section 16. Captions and Gender.

The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, Stonecrest Limited Partnership has caused this Declaration to be executed on its behalf by its undersigned _____, being thereunto duly authorized and empowered.

SELLER:

WITNESS:

_____ By: _____

STATE OF _____, _____ COUNTY, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 200_, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, who acknowledged himself to be the _____, a _____ limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized principal of said company by himself as _____.

WITNESS my hand and notarial seal the year and day first above written.

Notary Public

My Commission Expires:

CONTRACT PURCHASER'S CONSENT

The Undersigned Contract Purchaser of certain Real Property described in the aforesaid Declaration do hereby agreed and consent to this Declaration of Covenants, Conditions, and Restrictions and by the signature of its authorized representative does hereby accept the terms of this Declaration and agree and acknowledge that the Property will be conveyed to it subject to the foregoing Declaration.

PURCHASER:

WITNESS:

By: _____

STATE OF _____, _____ COUNTY, to wit:

I HEREBY CERTIFY that on the _____ day of _____, 200_, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, who acknowledged himself to be the _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized principal of said company by himself as _____.

WITNESS my hand and notarial seal the year and day first above written.

Notary Public

My Commission Expires:

Exhibit 7

Market Feasibility

STONECREST

MARKET FEASIBILITY STUDY

225 Single Family Lots

**Located on Flowing Springs Road and Daniels Road
Jefferson County, West Virginia**

October 2006

STONECREST IMPACT ON ECONOMY

The development and construction of Stonecrest will be a positive influence on the local economy. Local trades will be employed in the building of the subdivision and construction materials purchased through local distributors. Local utility contractors, excavators, pavers and landscapers will benefit from the construction of this new subdivision. Each house will require over 100 workers (such as carpenters, bricklayers, and roofers) during the course of its construction in some capacity. After construction is complete, the new homes will contribute significantly to the Jefferson County tax base.

The new Stonecrest residents will spend more than the average current household on items such as furniture, wall coverings, paint and landscaping. With the annual household income for new home communities estimated to be over \$80,000, it is expected that this community will be a positive economic influence on Jefferson County.

STONECREST PROJECT DESCRIPTION

Stonecrest is a 102-acre tract of land located along Flowing Springs Road (WV Route 17) and Daniels Road. It is approximately 1500 feet south of Job Corps Road (WV Route 22). WV 9 is 2 miles south and downtown Charles Town is 3 miles away. Flowing Springs Rd is a 20 foot wide paved road that serves as a major north-south roadway for Jefferson County as it is readily accessible to the major highways of the area.

The land is gently rolling with slopes generally less than 10%. An abandoned residential structure is situated on the site. The remainder of the site is open fields that were at one time planted with corn. It is located in an area with shallow limestone.

The proposed project is designed as a 225 single family lot subdivision with lot sizes ranging from 12,000 to 20,000 square feet. The project density is calculated to be approximately 2.2 dwelling units per acre. Public water and sewer will be available to the subdivision. The road network of the project consists of two primary roads with rotaries along with a series of cul-de-sacs. The roads will interconnect with the proposed Daniel's Forest subdivision to the north which will allow Stonecrest residents to access Job Corps Road without having to get onto Flowing Springs Rd first.

On the eastern side of the project, a passive recreation area is set aside for the use and ownership of the HOA which will be established. A stormwater management pond adjacent to this recreation area will serve the development.

STONECREST MARKET ANALYSIS

The success of new projects in Jefferson County (especially those in the northeast portion of the county) over the past five years indicates very strongly that the real estate market will fully absorb the 225 homes proposed for Stonecrest. These lots will be built in multiple phases and staged over an approximately five year period.

Additionally, our experience in designing and developing comparable subdivisions leads us to believe this project will be extremely marketable and successful. This is due to the need for additional homesites that we believe exists due to our contacts with homebuilders either currently operating in Jefferson County or seeking lots in Jefferson County. The market dynamics of Loudoun County (very expensive lots and a long term restriction on supply) and Frederick County (expensive lots and a long term restriction on supply) dictate that many buyers will look to Jefferson County as an alternative.

The economic vitality of the Washington DC metropolitan area has been spreading outward over the last few years into Loudoun and Prince William Counties in Virginia and Frederick County in Maryland, as well as Jefferson County, creating the need for more housing in the outer regions of the metro area. As seen in the chart below, the market has shown continued growth over the last 10 years. Based upon the table below, the Jefferson County market can and will absorb the 225 lots in Stonecrest.

JEFFERSON COUNTY HOMES- MARKET HISTORY **(includes incorporated areas)**

Year	Total Permits- All Unit Types	Permits- Single Family Only
2000	483	434
2001	528	461
2002	678	678
2003	810	800
2004	540	540
2005	527	527
Thru 8/2006	358	353

Source: US Census Bureau, Residential Building Permits

Exhibit 8

DNR Letter



SEP 13 2006

DIVISION OF NATURAL RESOURCES

Wildlife Resources Section

Operations Center

P.O. Box 67

Elkins, West Virginia 26241-3235

Telephone (304) 637-0245

Fax (304) 637-0250

Joe Manchin III
Governor

Frank Jezioro
Director

September 11, 2006

Ms. Shelly Lambert
Buckeye Development, LLC
125 South Carroll Street, Suite 150
Frederick, MD 21701

Dear Ms. Lambert:

We have reviewed our files for information on rare, threatened and endangered (RTE) species and sensitive habitats for the area of the proposed Jane Stone property in Jefferson County, WV.

We have no known records of any RTE species or sensitive habitats within the project area; however, the federally threatened Madison Cave isopod (*Antrolana lira*) may occur at the site. In West Virginia, this species is known to occur in a cave near Charles Town, and from groundwater wells near Leetown and Rippon. The Madison Cave isopod may occur in pockets of groundwater throughout the karst areas of Jefferson and Berkeley counties. Please contact the U.S. Fish and Wildlife Service (304-636-6586) regarding any necessary coordination. For more information on the Madison Cave isopod please see the species fact sheet on our website: www.wvdnr.gov/wildlife/RETSpecies.asp.

The Wildlife Resources Section knows of no surveys that have been conducted in the area for rare species or rare species habitat. Consequently, this response is based on information currently available and should not be considered a comprehensive survey of the area under review.

In addition, this response may fulfill your obligation for a permitting process for the presence of RTE species at the state level. This response and/or the data provided does not constitute an approval by the Division of Natural Resources (DNR) to proceed with a project without satisfying any and all additional required permits or approvals from DNR or other local, state or federal agencies.

Thank you for your inquiry, and should you have any questions please feel free to contact me at the above number, extension 2048. Enclosed please find an invoice.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Barbara Sargent', with a stylized flourish at the end.

Barbara Sargent
Environmental Resources Specialist
Natural Heritage Program

enclosure

u:\BDSInv\Buckeye.doc

Exhibit 9

Wetlands inventory

Stonecrest CIS Wetland Inventory



Legend

- Interstate
- Major Road
- Other Road
- Interstate
- State Highway
- US Highway
- Roads
- Cities
- USGS Quad Index 24K
- Lower 48 Wetland Polygons
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- Historic Map Info
- Lower 48 Available Wetland Data
- Non-Digital
- Digital
- No Data
- Scan
- NHD Streams
- Counties 100K
- Urban Areas 300K
- States 100K
- South America
- North America

Scale: 1:17,269



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

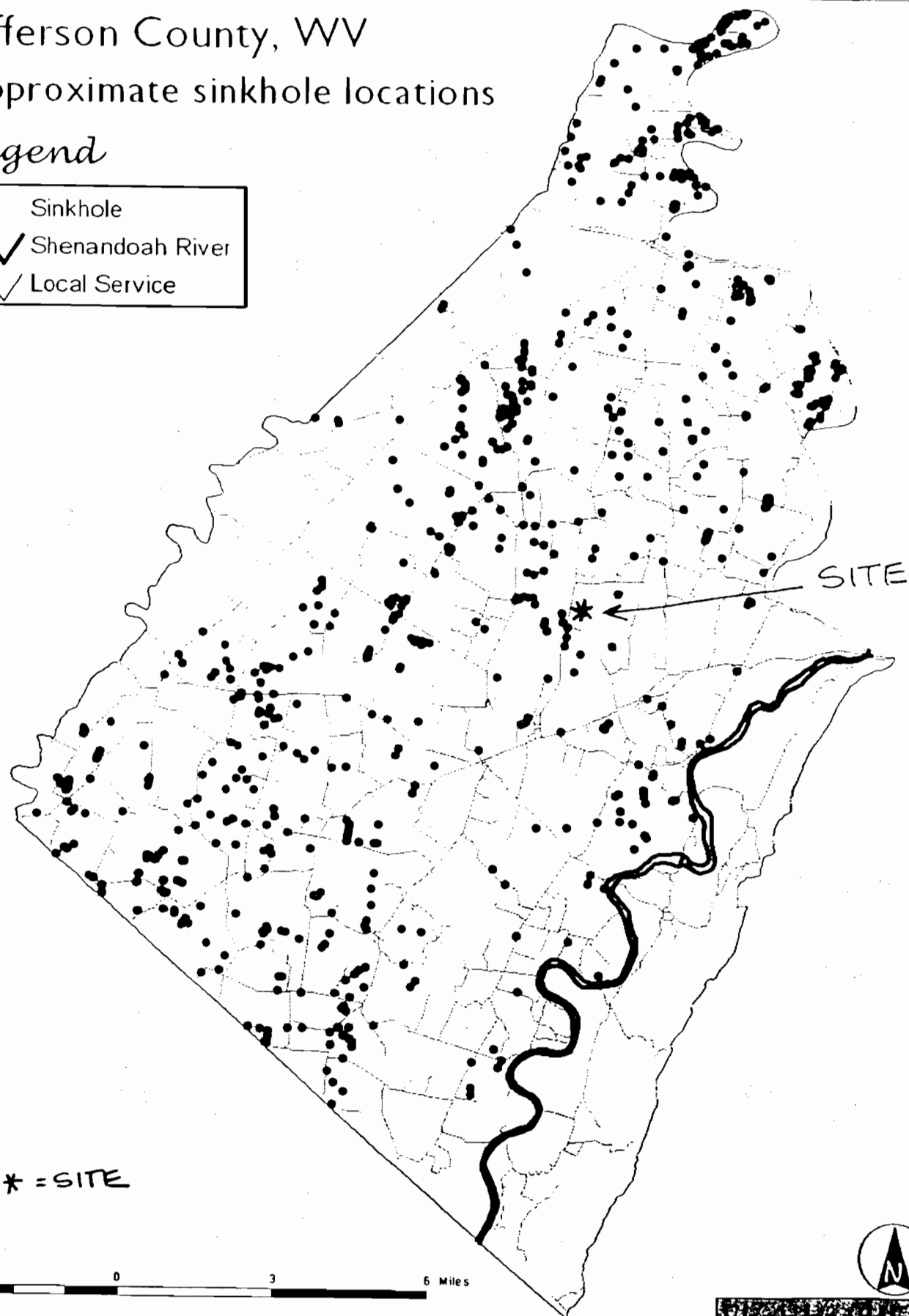
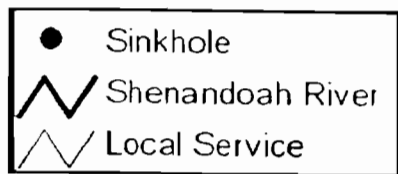
Exhibit 10

Sinkhole inventory

Jefferson County, WV

Approximate sinkhole locations

Legend



* = SITE

3 0 3 6 Miles



Shepherd's

Jefferson Utilities, Inc.

May 24, 2006

RECEIVED BUCKEYE
MAY 26 2006

Mr. Ed Smariga
Buckeye Development
125 South Carroll Street
Suite 150
Frederick, MD 21701

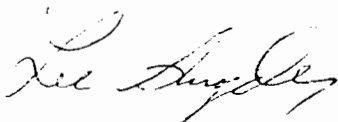
Re: Forest View Subdivision Water Service

Dear Ed:

I am writing to update our previous letter of water availability. In accordance with your request, Jefferson Utilities, Inc. will be pleased to provide water service to the proposed subdivision of the Mervin Roderick Farm on Route 17 which is across Country Club Road from the Walnut Grove Subdivision.

Service will be extended in accordance with the terms of an Alternate Main Line Extension Agreement which will be entered into by the Developer, Buckeye Development and Jefferson Utilities, Inc. We look forward to working with your engineer in designing the distribution system extension.

With best wishes,



Lee Snyder, President

cc: Fred Gates

23 May 2006

Mr. Ed Smariga
BUCKEYE DEVELOPMENT

Frederick , MD

Re: Sewer & Water Service Intent

Mr. Smariga,

Pursuant to your submission of Community Impact Statement documents please be advised:

Sewer Service to Forest View:

It is the intent of Roderick Planes, LLC to provide access to Jefferson County Public Service District wastewater treatment lines either by a gravity flow line to Breckenridge pumping facilities or the future wastewater treatment plant now being pursued by Jefferson County, as the Halltown Quarry Site, through lines being planned along Country Club Road. Service across ASPEN GREENS shall be over a trunk line as shown on the concept plan already provided to you. Both Onsite and Offsite MLEA agreement outlines between Roderick Planes, LLC and Jefferson County Public Service District need be finalized to bring this agreement to completion. A letter from Sue Lawton, PSD Director is attached to show their intent to support this service through ASPEN GREENS to both of your developments.

Water Service to Forest View:

It is also the intent of Roderick Planes, LLC to provide access to Jefferson Utilities, Inc. water lines currently existing along the south side of Country Club Road in Walnut Grove Subdivision over a sixteen inch diameter trunk line as shown on the concept plan of ASPEN GREENS already provided to you. Additionally connection stubs to future lines along the westerly side of Flowing Springs Road and/or future lines along Country Club Road are added to assure growth connections as needed. The MLEA agreement outlines between Roderick Planes, LLC and Jefferson Utilities, Inc. need be finalized to bring our agreements to completion. A letter from Lee Snyder, President/Owner of this utility is attached to show their intent to support this service through ASPEN GREENS to both of your developments as initially planned.

Exhibit 12

Jefferson County National Register

Jefferson County, WV

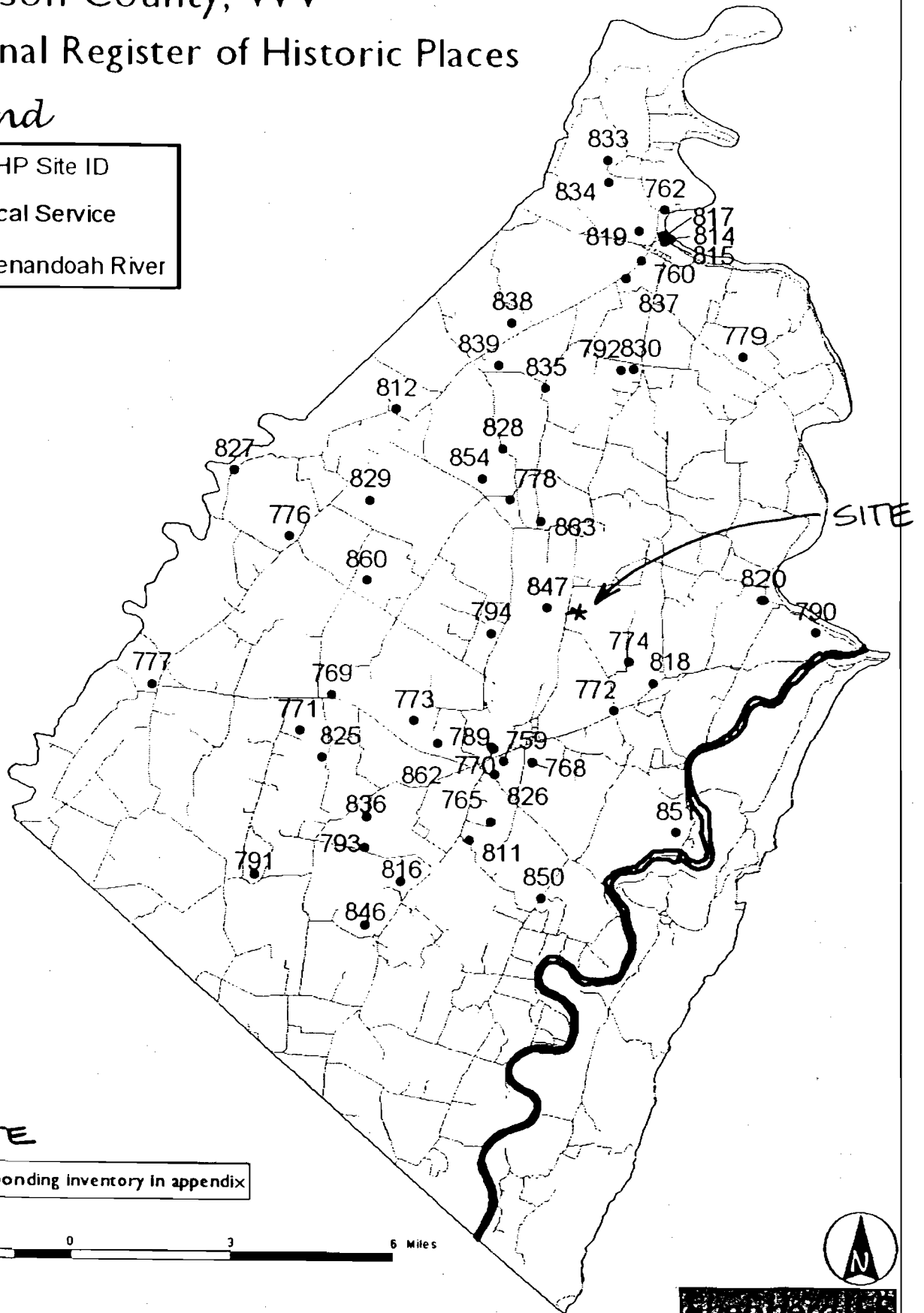
National Register of Historic Places

Legend

• NRHP Site ID

Local Service

Shenandoah River



NATIONAL REGISTER SITES IN JEFFERSON COUNTY

NHS ID NUMBEF	NAME OF SITE
759	Gibson-Todd House
760	Morgan-Bedinger-Dandridge House
762	Van Swearingen-Shepherd House
765	Jacks-Manning Farm
768	Belvedere
769	Harewood
770	Jefferson County Courthouse
771	Richwood Hall
772	Rion Hall
773	Worthington
774	Beall Air
776	Prato Rio
777	Middleway Historic District
778	Burr
779	Lucas
789	New Opera House
790	Lee-Longworth House
791	White House Farm
792	Cold Spring
793	Blakeley
794	Aspen Hill
811	Hillside
812	Traveller's Rest
814	Shepherd's Mill
815	Rumsey Hall
816	Beverley
817 & 819	Shepherdstown Historic District and Historic District Boundary Increase
818	Halltown Union Colored Sunday School
820	Strider Farm
825	Cedar Lawn
826	Washington
827	Bower
828	Hazelfield
829	Woodbury
830	Elmwood
833	Elmwood
834	Fruit Hill
835	Glen Burnie
836	Claymont Court
837	Balling Spring - Morgans Grove
838	Rockland
839	Rose Hill Farm
846	Grubb
<u>847</u>	<u>Media Farm</u>
850	The Hermitage
851	Hopewell
854	Tackley Farm
860	Jefferson County Almshouse
862	Altona
863	Gap View Farm

Each entry is followed by date of listing in (); and count of contributing properties in [] Listing as of 1/12/2000

JEFFERSON COUNTY

Charles Town

- Downtown Charles Town Historic District, Roughly bounded by Washington, Liberty and Congress Sts, from eastern town limit W to Water St. (3/21/97) [204]
- Gibson-Todd House, (John Brown Hanging Site), 515 S. Samuel Street (9/16/83) [1]
- Jefferson County Courthouse, N. George and E. Washington Streets (7/10/73) [1]
- Old Opera House, 200-204 North George Street (11/24/78) [1]
- Charles Washington House, (Happy Retreat), Blakely Plaza at Jct of US 340 and SR 9 (7/2/73) [1]

Charles Town Vicinity

- "Altona", (Altona Farm) WV 51, (11/24/96) [14]
- "Aspen Hill", N of Charles Town on SR 9 (3/13/80) [1]
- "Belvedere", 811 Belvedere Farm Drive (1/12/84) [1]
- "Beverly", ("Bullskin, Stephenson-Whiting Burns Farm) US 340 (3/20/87) [5]
- "Blakeley", (Washington-Chew-Funkhouser House) CR 13/3 (4/15/82) [2]
- "Cedar Lawn", (John T.A. Washington House) 3.5 miles W of Charles Town off VA 51 and S on CR 51/1 (12/4/74) [1]

- Claymont Court, (Bushrod C. Washington House) W of Charles Town on CR 13 (7/25/73) [1]
- Gap View Farm, SR 9 (1/9/97) [20]
- William Grubb Farm, ("Conway", "Brook Manor") CR 340/2 W of jct with US 340 (11/21/91) [5]
- "Harewood", (Samuel Washington House) W of Charles Town off SR 51 (3/14/73) [1]
- "The Hermitage", Cabletown Road (CR 25), N of jct with Mt. Hammond Road (12/23/93) [3]
- "Hillside", ("Little Elmington"), Old Cave Road (12/12/85) [3]
- "Hopewell", (Hopewell Mills) Bloomery Road (CR 27), NE of Bloomery (3/25/94) [3]
- Jacks-Manning Farm, (Vinton), US 340 (1/12/84) [1]
- "Media" (Media Farm) CR 17 (11/10/94) [13]
- Richwood Hall, (Richwoods) 4 miles W of Charles Town off SR 51 (6/19/73) [1]
- Rion Hall, E of Charles Town off US 340 (9/20/82) [2]
- Robert Worthington House, (Piedmont) 2 m W of Charles Town off SR 51 (7/2/73) [1]

Halltown

- Halltown Union Colored Sunday School, (Halltown Memorial Chapel) Off US 340 on CR 340/12 (1/12/84) [1]

Halltown Vicinity

- "Beall-Air", (Col. Lewis Washington House) W of Halltown off US 340 (8/17/73) [1]

Harpers Ferry

- B&O Railroad Crossing, At confluence of the Shenandoah and Potomac Rivers (2/14/78) [1]
- Harpers Ferry Historic District, Off US 340 (10/15/79) [150]
- Harpers Ferry National Historic Park, At confluence of Potomac and Shenandoah Rivers (10/15/66) [60]
- Lee-Longworth House 1141 Washington Street (9/23/85) [1]
- St. Peter's Roman Catholic Church, Church Street and Jefferson Rock Trail (3/30/73) [1]

Harpers Ferry Vicinity

Allstadt House and Ordinary, Jct of US 340 and CR 27 (4/9/85) [4]
Strider Farm, SR 27 (2/1/88) [3]

Kearneysville

Rellim Farm, CR 1 Leetown Road (12/4/98) (6)
Sunnyside Farm, CR 1 or Leetown Road (3/18/99) [10]
"Traveller's Rest", (Gen. Horatio Gates House) 3.3 miles NW of Leetown on SR 48 NR (7/31/72);
NATIONAL HISTORIC LANDMARK (11/15/72) [1]

Leetown Vicinity

"The Bower", CR 1/1 (4/15/82) [3]

Jefferson County Alms House, (Snow Hill Farm), WV Secondary 15, SE of Leetown (4/14/94) [1]
"Prato Rio", (Gen. Charles Lee House) WV 48 NR (4/11/73) [1]
"Woodbury", CR 1/4 (10/9/74) [1]

Middleway

Middleway Historic District, SR 1/8 (3/13/80) [60]

Rippon Vicinity

Ripon Lodge, N of Rippon off US 340 (8/18/83) [3]
Ripon Lodge Farm Boundary Increase, US 340 (8/14/98) [11]

Shannondale Vicinity

Shannondale Springs, Address Restricted (3/31/98) [2]

Shenandoah Junction Vicinity

Peter Burr House, Warm Springs Road (4/9/82) [1]
"Glenburnie", CR 16/Ridge Road (11/29/88) [9]
"Hazelfield", Off CR 48/2 (12/12/76) [1]
Tackley Farm, (Valley View) SR 9 (11/4/94) [4]

Shepherdstown

Rumsey Hall, (Entler Hotel) German and Princess Streets (3/30/73) [1]
Shepherd's Mill, (Thomas Shepherd Grist Mill), High Street (5/6/71) [1]
Shepherdstown Historic District, Bounded roughly by Mill, Rocky, Duke and Washington Streets
(8/17/73) [105]
Shepherdstown Historic District (Boundary Increase), Jct of High and German Streets, E to Ray and High
Sts. And the Potomac River, S to Fairmont Avenue
(7/22/87) [386]

Shepherdstown Vicinity

Boidstones Place, Shepherd Grade (Road), (11/22/1999) [11]
"Cold Spring", (Robert Lucas House) S of Shepherdstown on CR 17 (8/14/73) [1]
"Elmwood", (Edward Lucas III House) S of Shepherdstown off CR 17 (8/17/73) [1]
Falling Spring - Morgan's Grove, SR 480 (2/15/89) [5]
"Fruit Hill", (Robinson-Andrews-Hoxton House) Shepherd Grade/CR 5 (9/26/88) [2]
Captain William Lucas and Robert Lucas House, (Linden Spring) SE of Shepherdstown on CR 31

(9/2/92) [1]

- James Marshall House, (Windward) Shepherd Grade/CR 5 (9/27/88) [1]
- Morgan-Bedinger-Dandridge House ("Rosebrake"), SW of Shepherdstown on SR 480 (5/13/83) [1]
- Morgan's Grove Historic District, Roughly bounded by SR 480 & 230 (3/19/99) [16]
- "Rockland", (Verdier Plantation, Schley Farm,, Knode House)SR 480 (2/5/90) [5]
- Rose Hill Farm, (James-Marshall-Snyder Farm) CR 16/2 (5/18/90) [2]
- Van Swearingen-Shepherd House, (Bellevue) N of Shepherdstown, CR5 (8/18/83) [1]

Summit Point

White House Farm (White House Tavern or Dr. John McCormick House, CR 13 (8/29/79) [5]

Exhibit 13

Public Safety Letters



SHERIFF and TREASURER of Jefferson County

Telephone 728-3206
Tax Office 728-3220
Fax 728-3299

Everett "Ed" Boober
P O Box 9
Charles Town, WV 25414

October 3, 2006

RECEIVED
OCT 06 2006
DEVELOPMENT

*Buckeye Development LLC
125 South Carroll St
Suite 150
Frederick MD 21701*

Dear Ms. Lambert:

This is in response to your request that this department furnish you with an account with respect to our ability to respond to calls for service regarding matters of law enforcement and preservation of the peace at the proposed Daniels Forest and Forest View Subdivisions located on Flowing Springs Rd in Jefferson County, West Virginia.

The Sheriff's Department is charged with the affirmative duty of investigating criminal activity, preserving the peace, and enforcing the law. This duty extends to all corners of the county and to any community, subdivision or a business property without regard to size or location.

However, as our community continues to grow, it becomes progressively more difficult to assure timely response due to the significant increase in the numbers of calls for service with the staffing that is currently being provided to the Sheriff's Department. On occasion, calls for service must be handled on a priority basis where the most-serious, urgent type of events must receive priority in response and other, less serious calls for service, are responded to as quickly as manpower becomes available.

The foregoing should not be construed as an expression from this office that we are unable or unwilling to respond to calls for service in a timely manner. Given the resources and level of manpower with which we are obligated to work, our level of service is, and will continue to be responsive, timely, and efficient in carrying out our duties and responsibilities in the areas of law enforcement, criminal investigation and preservation of the peace in the Jefferson County community.

Sincerely,

*Everett "Ed" Boober
Sheriff and Treasurer*



WEST VIRGINIA STATE POLICE

Kearneysville, West Virginia
October 2, 2006

RECEIVED BUCKEYE
OCT 05 2006
DEVELOPMENT, LLC

Shelly Lambert
Buckeye Development, LLC
125 South Carroll Street, Suite 150
Frederick, Maryland 21701

RE: Providing police services for a proposed subdivision

Dear Madam:

This officer has reviewed your request for comment about police services for your proposed subdivision. This agency, as a law enforcement agency, doesn't have the luxury of declining police services. The West Virginia State Police will respond to any call for service within our area of responsibility; however, with the ever growing population of Jefferson County and the decrease in our manpower, we are forced to prioritize non-emergency calls for service.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Sgt E.D. Anderson", followed by a horizontal line.

Sergeant E. D. Anderson
West Virginia State Police
Charles Town Detachment



JEFFERSON COUNTY AMBULANCE AUTHORITY

208 S. Mildred Street

Ranson, WV 25438

E-mail – jeffcoamb@citlink.net

Telephone – 304-728-3287

Fax – 304-728-6221

RECEIVED
BUCKEYE
OCT 12 2006
DEVELOPMENT, LLC

October 10, 2006

Ms. Shelly Lambert
Buckeye Development, LLC
125 South Carroll Street, Suite 150
Frederick Maryland 21701

Subject: Daniels Forest & Forest View Subdivisions

Dear Ms Lambert:

I have reviewed the sketch plan of the proposed Daniels subdivisions. This type of high density populations will have a definite impact on our services. We have an annual response rate of 7 per every 100 people living in Jefferson County. These 2 subdivisions will increase our calls by an estimated 70 per year.

The primary Ambulance Company will be the Independent Fire Company which is volunteer and is supplemented by Emergency Medical Technicians from the Ambulance Authority.

Increases in call volume due to our growing and aging population are placing our services near their peak capabilities. With the increases in EMS incidents, *we can not assure any given response time*, but with the assistance of the other Jefferson County EMS units, we will continue to provide the Emergency Medical Services. The current average EMS response to this area is 8 minutes.

Sincerely,

A handwritten signature in black ink, appearing to read "Edwin D. Smith".

Edwin D. Smith
Operations Manager

Cc: Jefferson County Planning Commission
Jefferson Co Commission



WVUH·EAST
City Hospital **JEFFERSON**
Memorial Hospital

RECEIVED BUCKEYE
OCT 11 2006
DEVELOPMENT LLC

September 5, 2006

Buckeye Development, LLC
125 South Carroll Street
Suite 150
Frederick, Maryland 21701
Attn: Shelly Lambert

RE: Daniels Forest & Forest View Subdivisions

Dear Ms. Lambert:

This is in response to your letter to me dated September 29, 2006, concerning the request for hospital coverage for a proposed Daniels Forest & Forest View Subdivisions.

As President & CEO of West Virginia University Hospitals-East, both Jefferson Memorial Hospital and City Hospital would be glad to provide hospital services for the proposed Development.

Sincerely,

Roger M. Eitelman
President & CEO

RME:lsr

Independent Fire Co. No. 1, Inc.

Mailing
P O Box 925
Charles Town, WV 25414

Phone: 304-725-2514

Organized 1884

Location
200 W 2nd Ave
Ranson, WV 25438

Fax: 304-728-6006

October 14, 2006

RECEIVED BUCKEYE

Buckeye Development, LLC
Shelly Lambert
125 South Carroll Street, Suite 150
Frederick, MD 21701

OCT 17 2006

DEVELOPMENT, LLC

Re: Daniels Forest & Forest View

Dear Ms. Shelly Lambert,

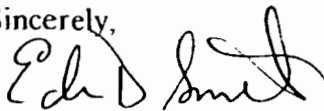
Thank you for the additional information on the proposed development.

If adequate fire hydrants are provided, we will realize minimal impact on the fire service with this construction. Due to the high density construction, I recommend that no structure be more than 500 feet from a fire hydrant.

The response time to this subdivision will be a minimum of 8 minutes under the best of conditions. This extended response will result in a higher than normal fire loss compared to Charles Town, Ranson and other nearby residential area. This delay also will equate to the Ambulance service. We do have excellent mutual aid Fire and EMS Companies that will assist us in providing the services needed for this subdivision.

I can be reached at 304 725-2514 if additional information or questions arise.

Sincerely,



Edwin D. Smith
Fire Chief

Exhibit 14

Traffic Study

A Traffic Impact Analysis of the

Stonecrest Development

Located in:

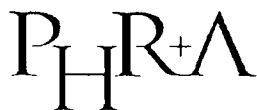
Jefferson County, West Virginia

Prepared for:

Buckeye Development, LLC
125 South Carroll Street, Suite 150
Frederick, MD 21701

Prepared by:

Patton Harris Rust & Associates, pc
Engineers. Surveyors. Planners. Landscape Architects.



300 Foxcroft Avenue, Suite 200
Martinsburg, West Virginia 25401
T 304.264.2711
F 304.264.3671

February 23, 2007

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EXECUTIVE SUMMARY

Patton Harris Rust & Associates, pc (PHR+A) has prepared this document to present the traffic impacts associated with the proposed Stonecrest development to be located along Route 17 (Flowing Springs Road), south of Job Corps Road, in Jefferson County, West Virginia. The proposed development is to include 225 single-family detached residential units. Access will be provided via a proposed site-driveway to be located along the east side of Route 17 (Flowing Springs Road) and via two (2) Daniels Forest driveways to be located along east of Route 17 (Flowing Springs Road) and south of Job Corps Road, respectively. The proposed development will be built-out over a single transportation phase by Year 2008.

The key intersections to the north and south of the proposed Stonecrest development are Route 17/Job Corps Road and Route 17/Daniels Road, respectively. PHR+A conducted AM and PM peak hour manual turning movement counts at the intersections of Route 17/Route 9 WB ramp, Route 17/Old Country Club Road, Route 17/Daniels Road and Route 17/Job Corps Road, in Jefferson County, West Virginia. PHR+A established the ADT (Average Daily Traffic) along the study area roadway links using an assumed "k" factor (the ratio of Friday AM/PM peak hour traffic volumes to 24-hour traffic volumes) of 10%.

In order to determine 2008 background conditions, PHR+A grew the existing traffic volumes along the study area roadway network at a rate of 3.5% per year. Additionally, all trips relating to specific future "other developments" located within the vicinity of the site were incorporated.

The traffic impacts associated with the proposed Stonecrest development are acceptable and manageable. Based upon HCS+ results, each of the study area intersections, except the intersection of Route 17/Route 9 WB ramp, will maintain overall levels of service "D" or better during 2008 build-out conditions. The aforementioned intersection will require signalization during 2008 background and build-out conditions to maintain acceptable levels of service.

OVERVIEW

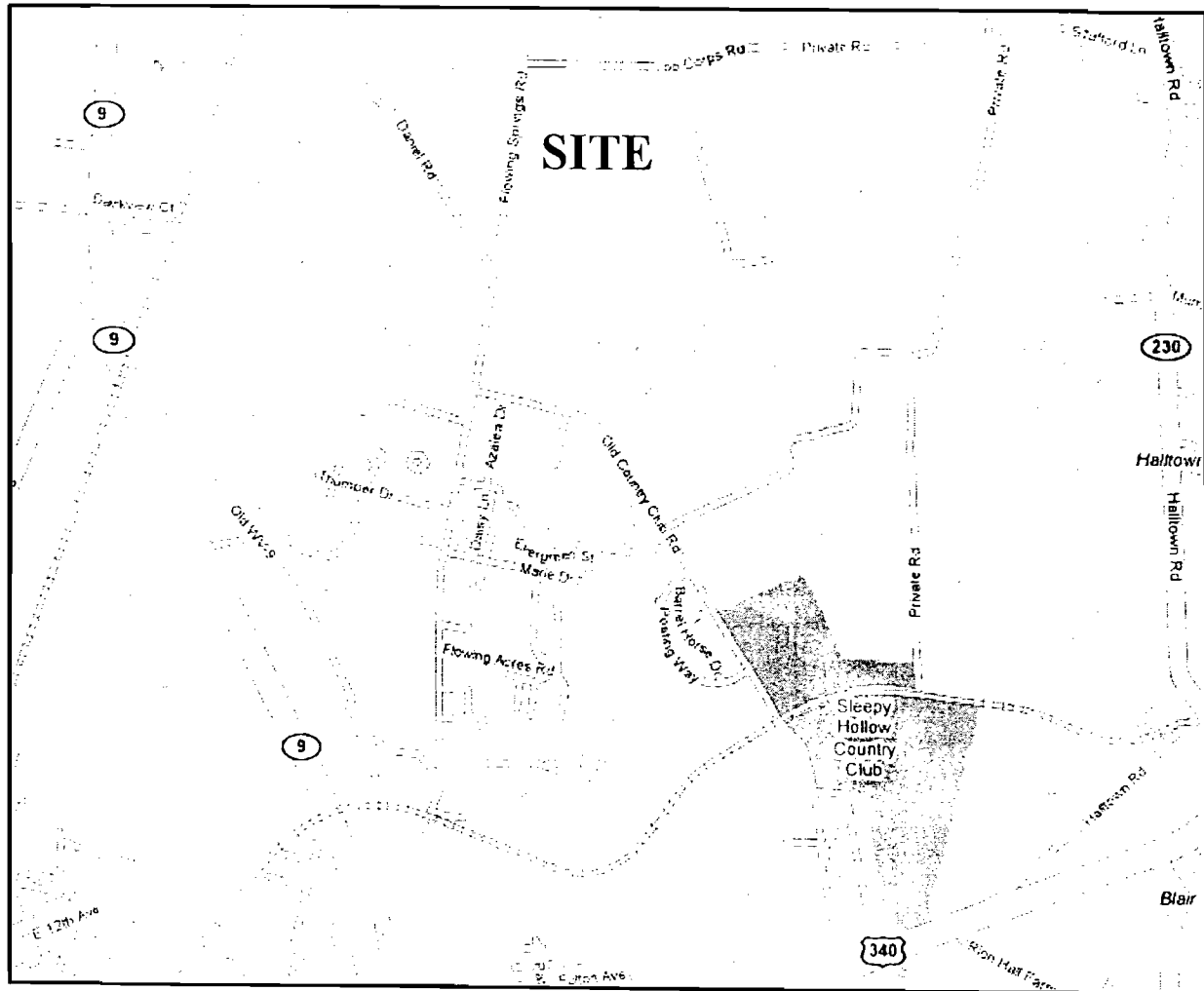
Project Summary

Patton Harris Rust & Associates, pc (PHR+A) has prepared this document to present the traffic impacts associated with the proposed Stonecrest development to be located along Route 17 (Flowing Springs Road), south of Job Corps Road, in Jefferson County, West Virginia. The proposed development is to include 225 single-family detached residential units. Access will be provided via a proposed site-driveway to be located along the east side of Route 17 (Flowing Springs Road) and via two (2) Daniels Forest driveways to be located along east of Route 17 (Flowing Springs Road) and south of Job Corps Road, respectively. The proposed development will be built-out over a single transportation phase by Year 2008. **Figure 1** (Page 3) is provided to illustrate the location of the proposed Stonecrest development with respect to the surrounding roadway network.

Methodology

The traffic impacts accompanying the proposed development of Stonecrest were obtained through the following sequence of activities:

- Assessment of background traffic including growth rates and other planned projects in the area of impact;
- Calculation of trip generation for the proposed Stonecrest development;
- Distribution and assignment of the proposed Stonecrest development generated trips onto the study area road network;
- Analysis of capacity and levels of service for existing and future conditions using HCS+ (Highway Capacity Software).



PHR+A

Figure 1 Vicinity Map: Stonecrest Development, in Jefferson County, WV

PHR+A

A Traffic Impact Analysis of the Stonecrest Development

Project Number: 08192-2-0

February 23, 2007

Page 3

EXISTING CONDITIONS

PHR+A conducted AM and PM peak hour manual turning movement counts at the intersections of Route 17/Route 9 WB ramp, Route 17/Old Country Club Road, Route 17/Daniels Road and Route 17/ Job Corps Road, in Jefferson County, West Virginia. PHR+A established the ADT (Average Daily Traffic) along the study area roadway links using an assumed "k" factor (the ratio of Friday AM/PM peak hour traffic volumes to 24-hour traffic volumes) of 10%.

Figure 2 (Page 5) shows the existing ADT as well as AM/PM peak hour traffic volumes at key locations throughout the study area. **Figure 3** (Page 6) shows the respective existing lane geometry and AM/PM peak hour levels of service. All HCS+ level of service worksheets and traffic count data are included in the Appendix section of this report.

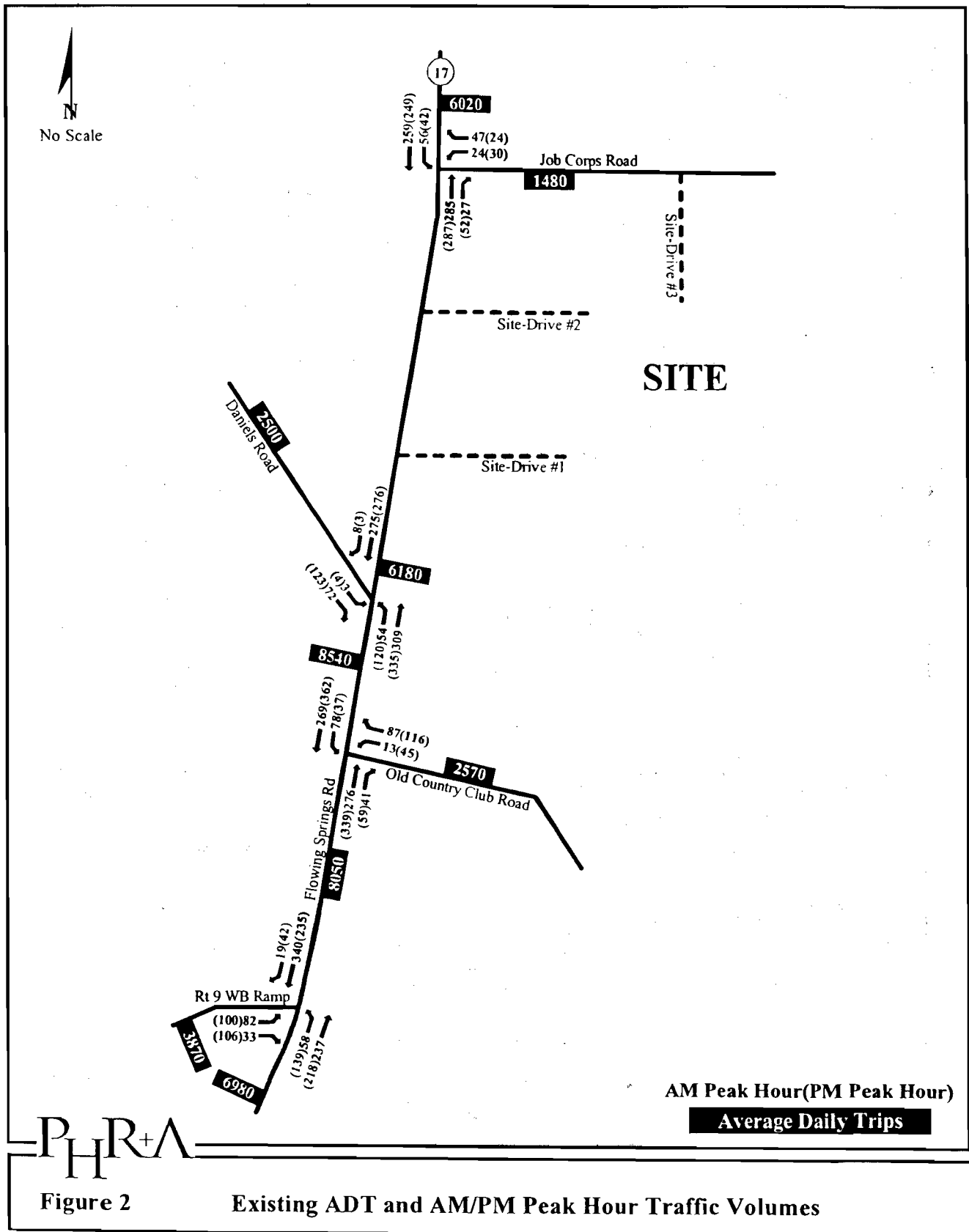


Figure 2

Existing ADT and AM/PM Peak Hour Traffic Volumes

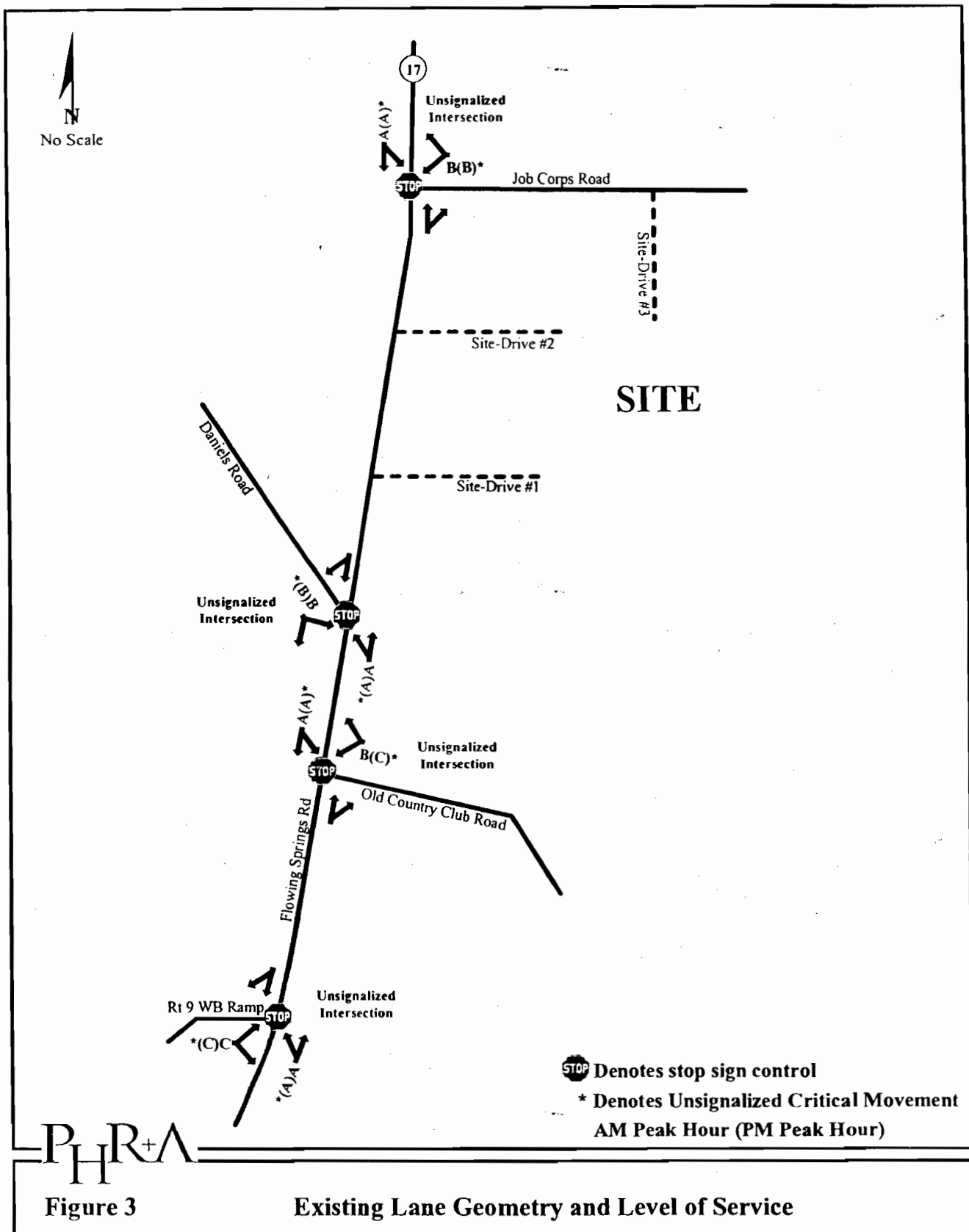
PHR+Λ

A Traffic Impact Analysis of the Stonecrest Development

Project Number: 08192-2-0

February 23, 2007

Page 5



2008 BACKGROUND CONDITIONS

PHR+A grew the existing traffic volumes (shown in Figure 2) using a rate of 3.5% per year through Year 2008. Additionally, all trips relating to specific future "other developments" located within the vicinity of the site were incorporated. **Figure A** is provided in the Appendix section of this report to show the location of the "other" developments. Based upon the 7th Edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Report*, PHR+A has provided **Table 1** (Page 7) to summarize the 2008 "other developments" trip generation.

Figure 4 (Page 8) shows the 2008 background ADT as well as AM/PM peak hour traffic volumes at key locations throughout the study area. **Figure 5** (Page 9) shows the corresponding 2008 background lane geometry and AM/PM peak hour levels of service. All HCS+ levels of service worksheets are included in the Appendix section of this report.

Table 1
2008 "Other Developments"
Trip Generation Summary

Code	Land Use	Amount	AM Peak Hour			PM Peak Hour			ADT
			In	Out	Total	In	Out	Total	
Daniels Forest									
210	Single-Family Detached	192 units	36	108	144	124	70	193	1,895
	Total		36	108	144	124	70	193	1,895
Brair Run - Phase IV									
210	Single-Family Detached	64 units	14	41	54	46	26	72	690
	Total		14	41	54	46	26	72	690
Shanendoah Springs Neighbourhood									
210	Single-Family Detached	96 units	19	58	77	66	37	103	1,001
820	Retail	148,104 SF	121	77	198	389	422	811	8,766
	Total		140	135	275	456	459	915	9,768
Flower Springs Neighbourhood									
230	Townhouse/Condo	245 units	18	88	106	84	41	125	211
220	Apartment	192 units	20	78	98	80	43	123	1,304
	Total		38	166	204	164	84	249	1,515
Jefferson Crossing									
320	Motel	80 rooms	13	23	36	28	24	51	465
820	Retail	152,500 SF	123	79	202	397	430	827	8,934
932	Restaurant	5,000 SF	30	28	58	33	21	55	636
932	Restaurant	5,000 SF	30	28	58	33	21	55	636
934	Coffee Shop	1,500 SF	146	130	276	27	31	58	744
934	Small Restaurant	3,000 SF	81	78	159	54	50	104	1,488
	Total Trips		424	365	788	573	577	1,150	12,903
Harvest Hills									
210	Single-Family Detached	392 units	71	213	284	235	132	368	3,654
	Total		71	213	284	235	132	368	3,654

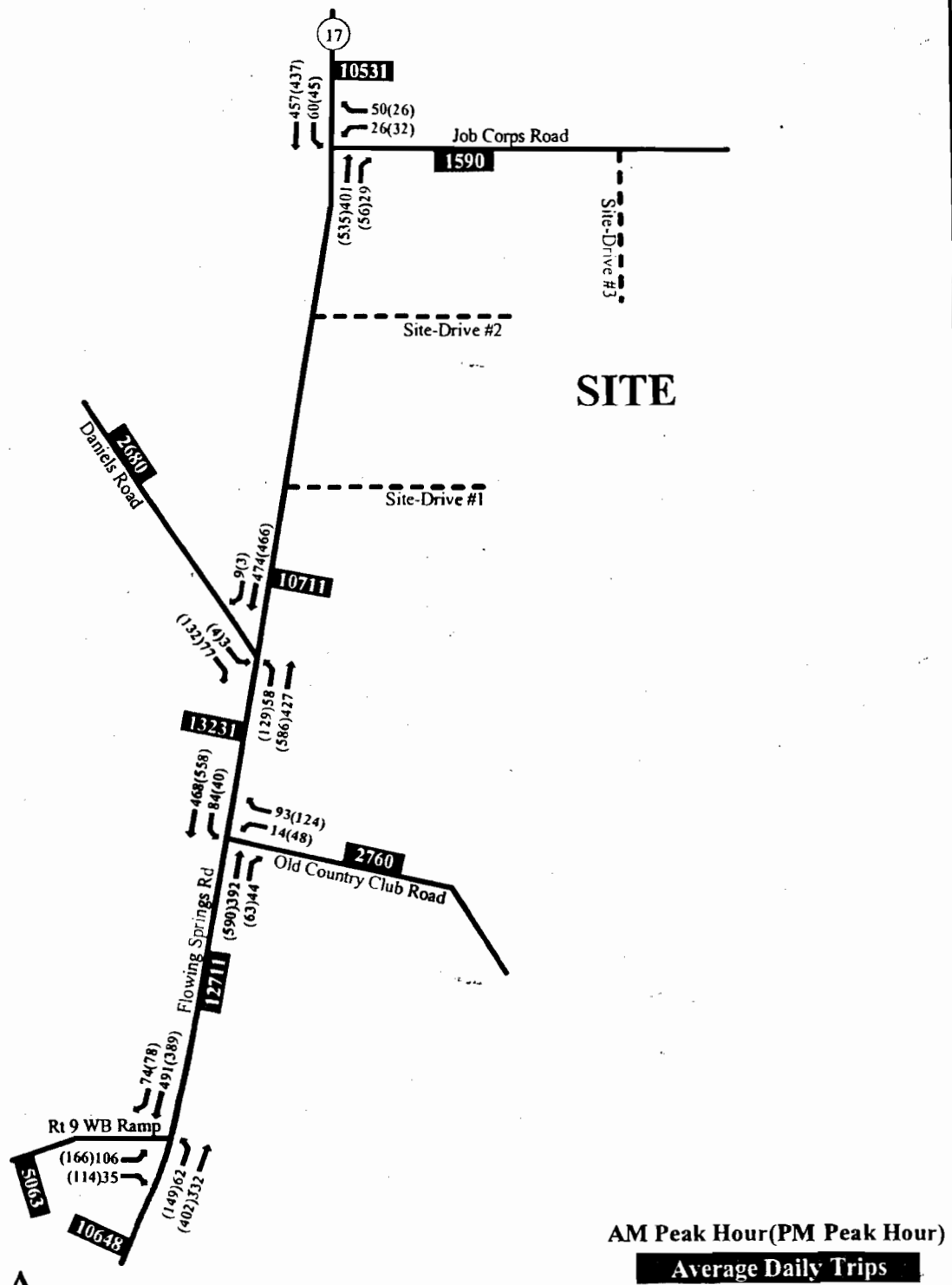
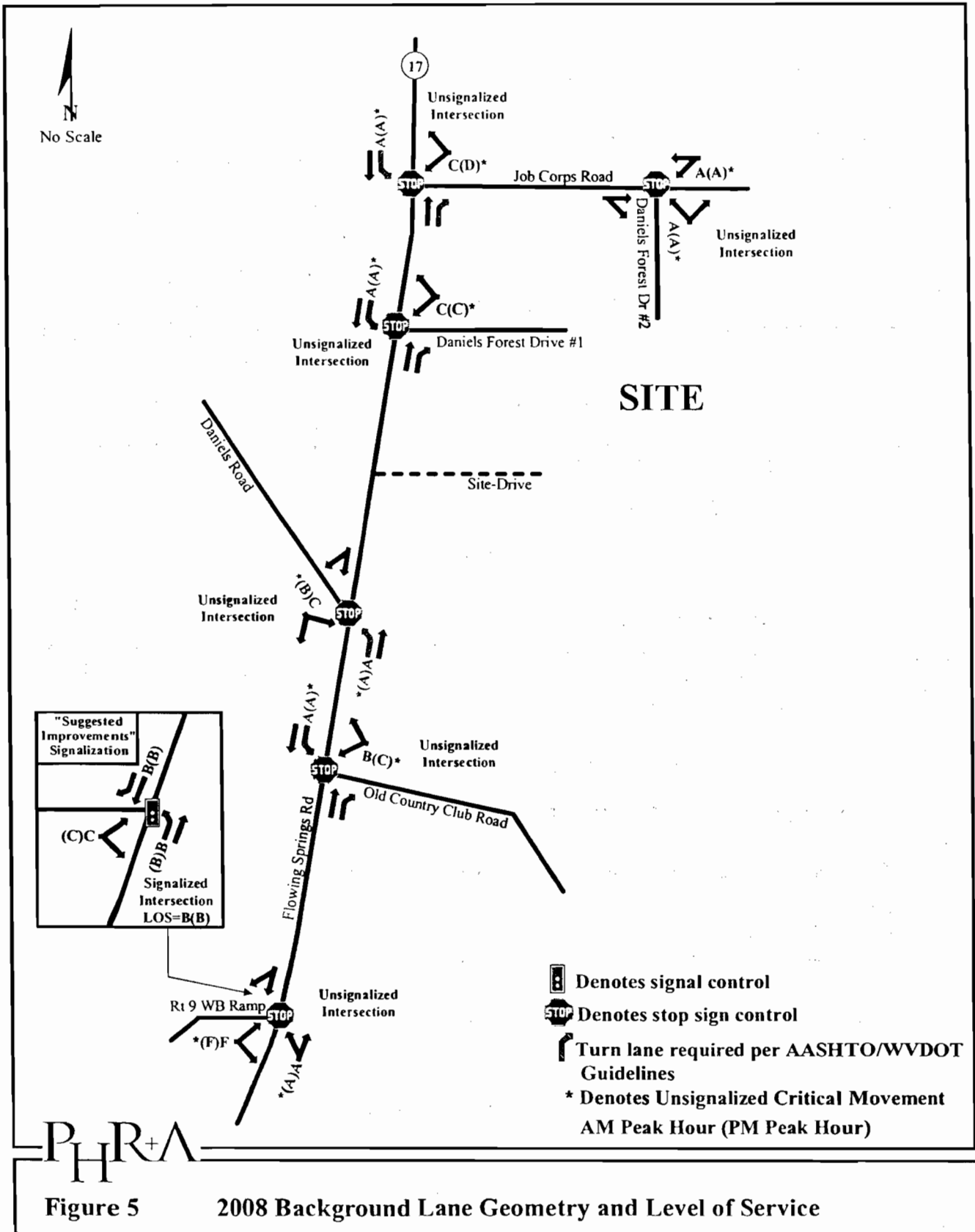


Figure 4

2008 Background ADT and AM/PM Peak Hour Traffic Volumes



TRIP GENERATION

PHR+A determined the number of trips entering and exiting the site using equations and rates provided in the 7th Edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Report*. Table 2 (Page 10) is provided to summarize the total trip generation associated with the proposed Stonecrest development.

Table 2
Proposed Development: Stonecrest Development
Trip Generation Summary

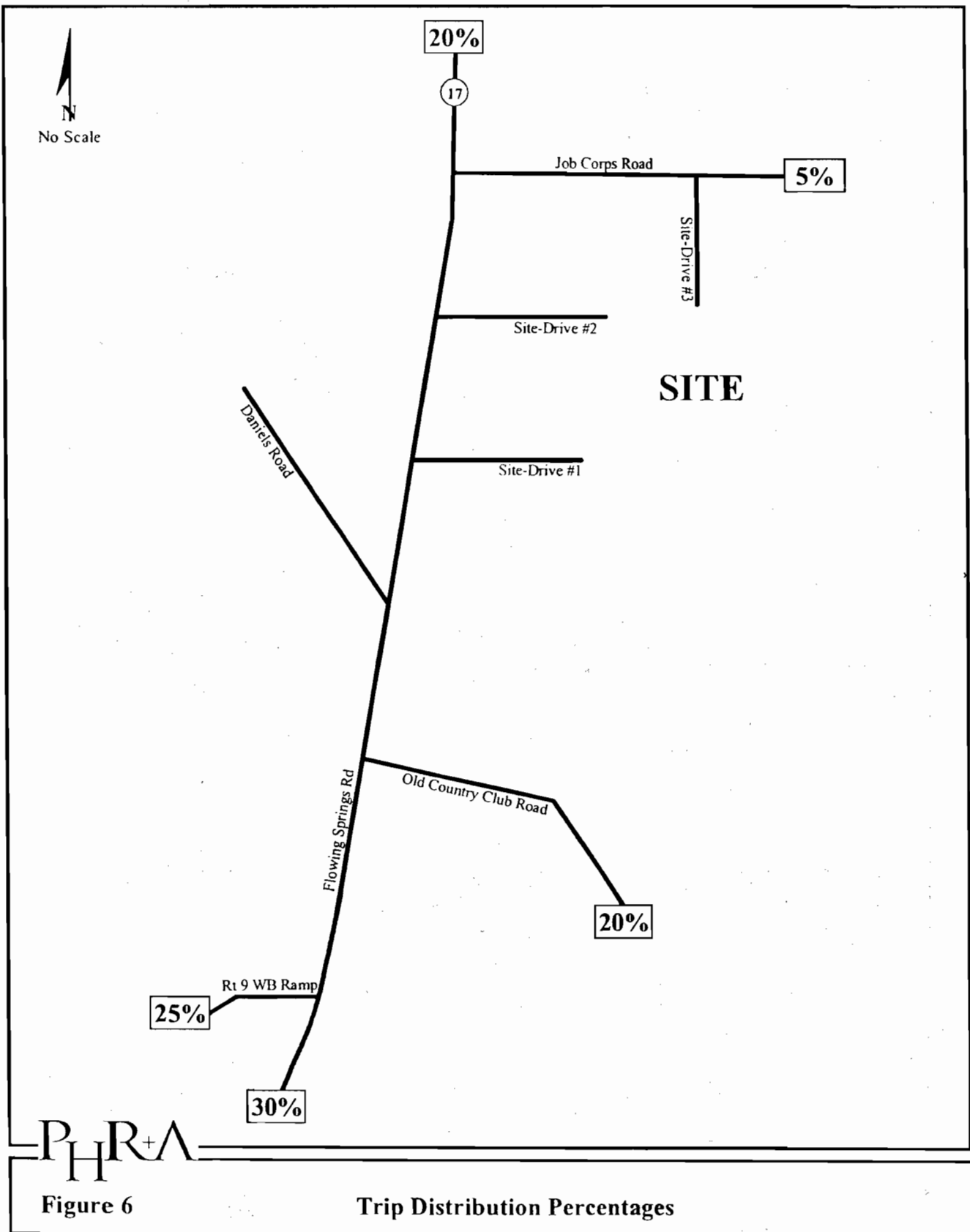
Code	Land Use	Amount	AM Peak Hour			PM Peak Hour			ADT
			In	Out	Total	In	Out	Total	
210	Single-Family Detached	225 units	42	125	167	143	80	223	2,193
		Total	42	125	167	143	80	223	2,193

TRIP DISTRIBUTION AND TRIP ASSIGNMENT

The distribution of trips was based upon local travel patterns for the roadway network surrounding the proposed site. PHR+A utilized the trip distribution percentages shown in Figure 6 (Page 11) to assign the proposed Stonecrest development trips (Table 2) throughout the study area. Figure 7 (Page 12) shows the corresponding development-generated ADT as well as AM/PM peak hour traffic assignments.

2008 BUILD-OUT CONDITIONS

The proposed Stonecrest development assigned trips (Figure 7) were added to the 2008 background traffic volumes (Figure 4) to obtain 2008 build-out conditions. Figure 8 (Page 13) shows the 2008 build-out ADT as well as AM/PM peak hour traffic volumes at key locations throughout the study area. Figure 9 (Page 14) shows the respective 2008 build-out lane geometry and HCS+ levels of service. All HCS+ levels of service worksheets are included in the Appendix section of this report.



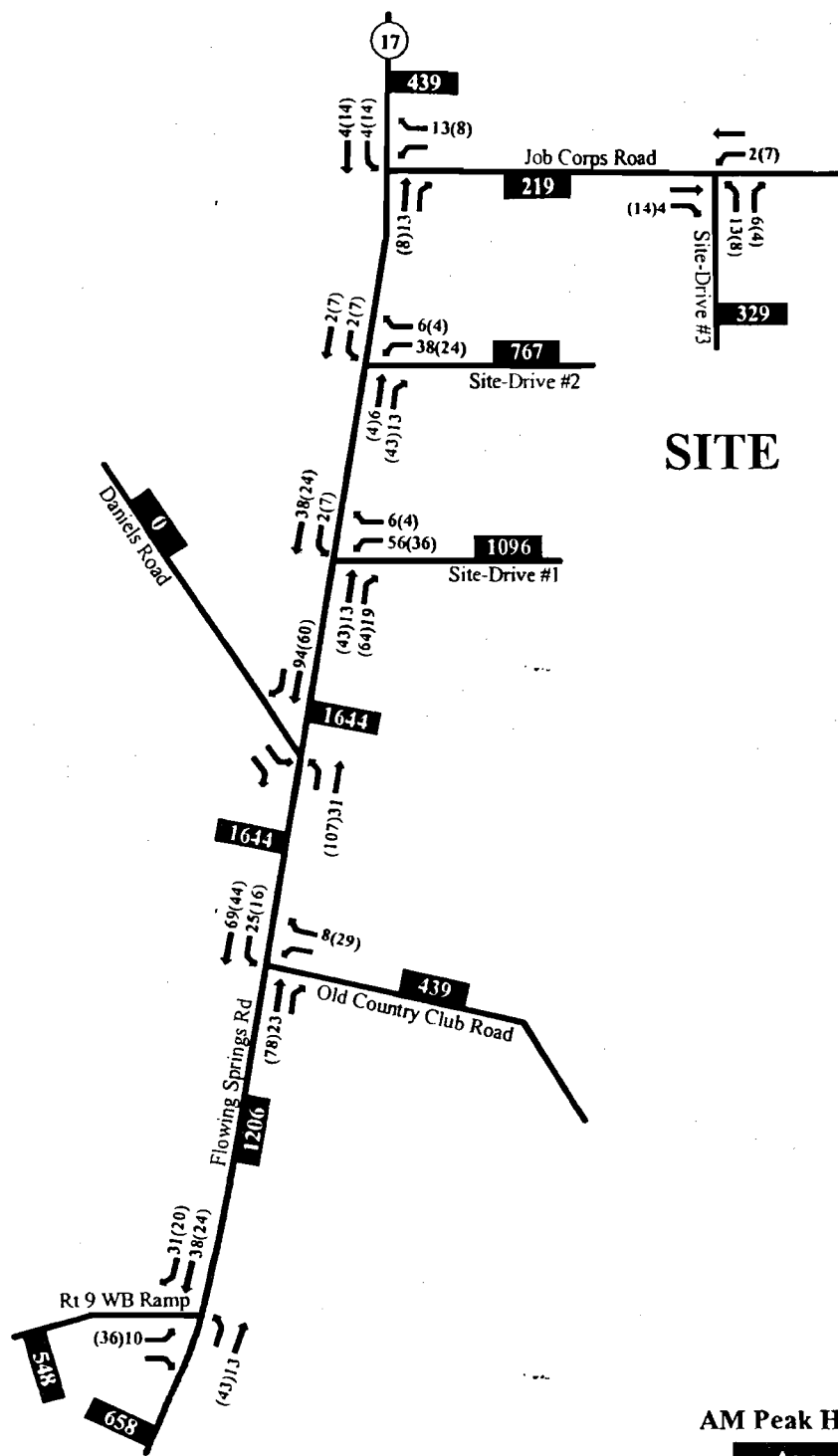
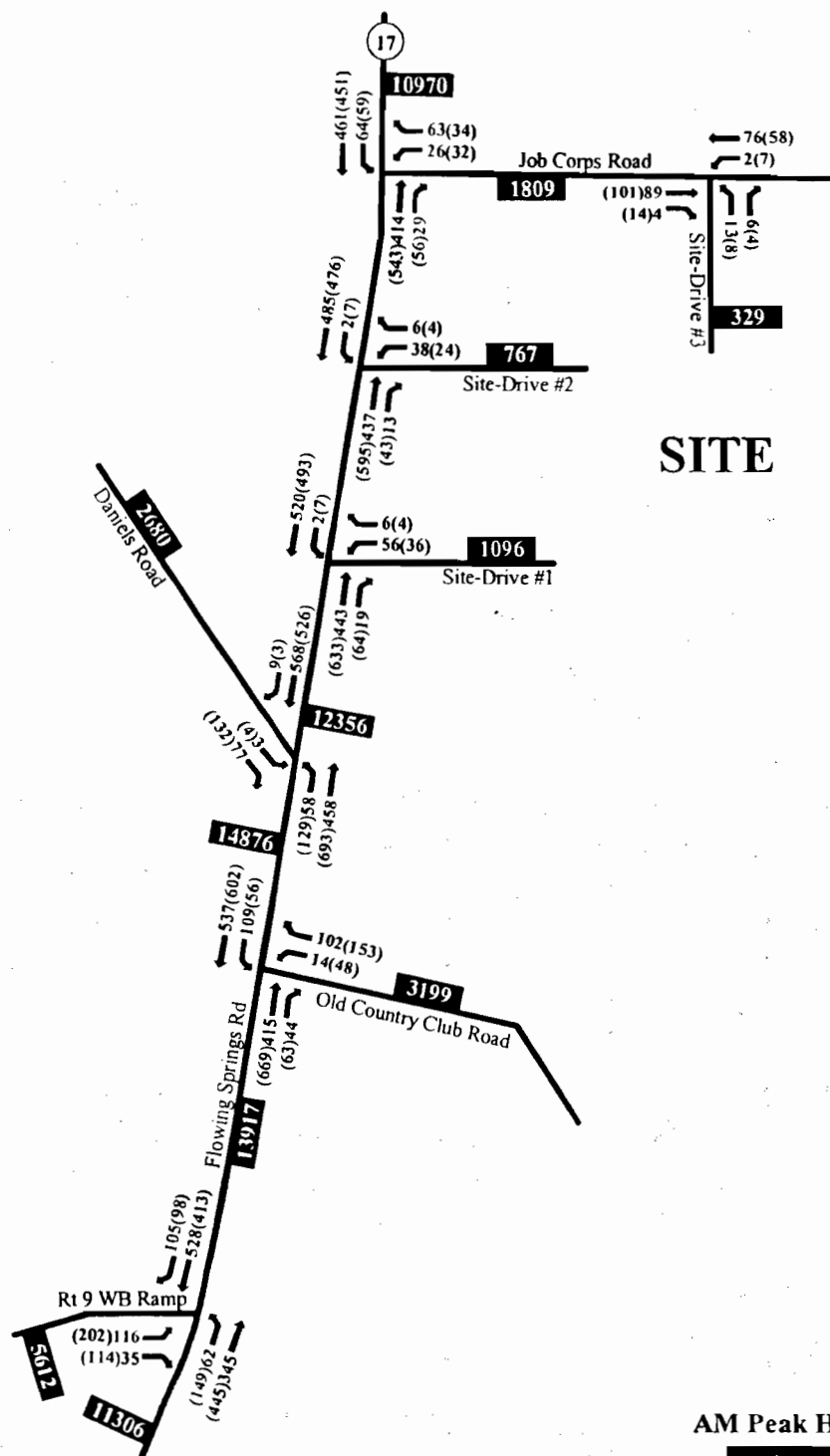


Figure 7

Development-Generated Trip Assignments



PHR+Λ

Figure 8

2008 Build-out ADT and AM/PM Peak Hour Traffic Volumes

PHR+Λ

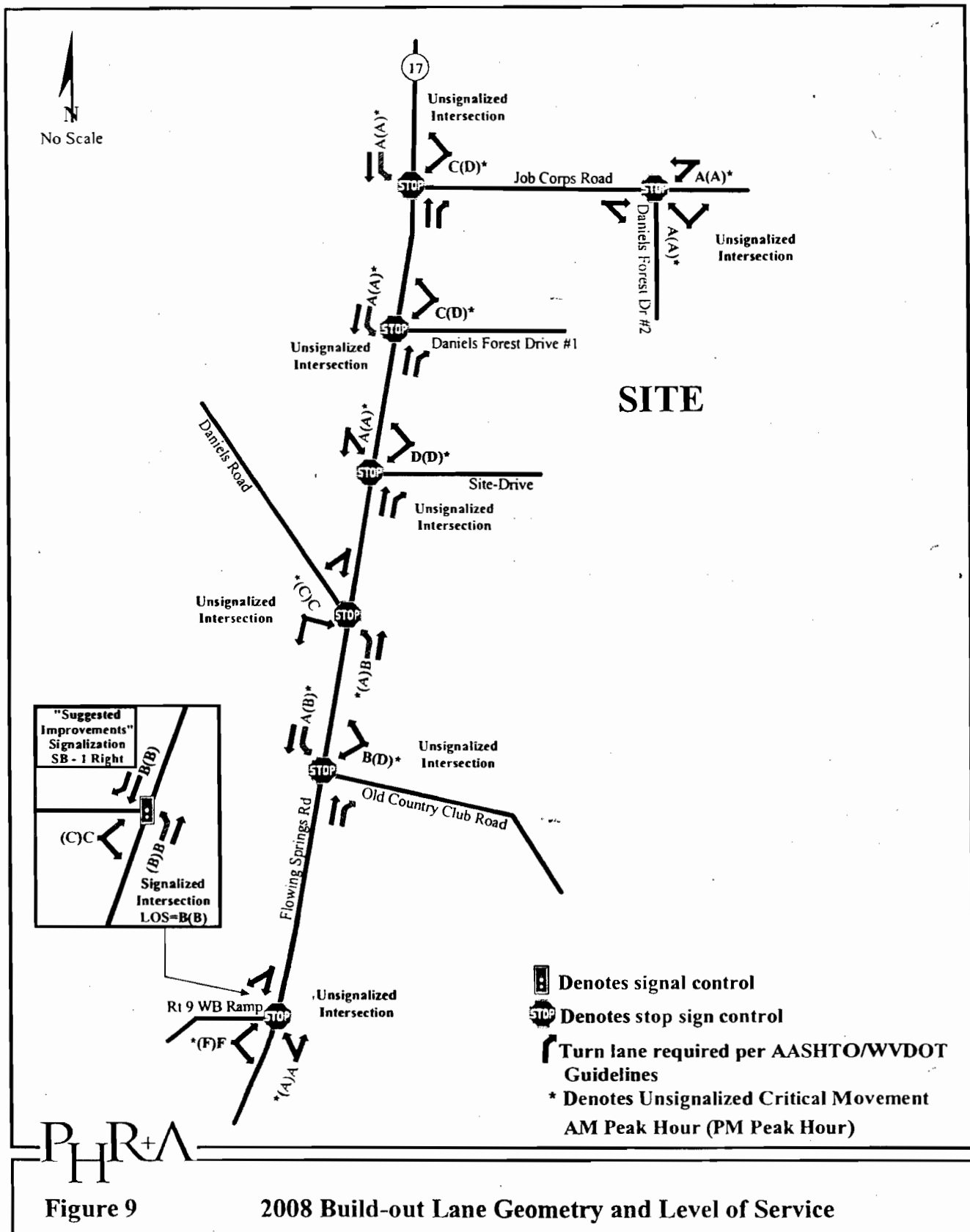


Figure 9

2008 Build-out Lane Geometry and Level of Service

TURN LANE WARRANT ANALYSIS

In order to determine right-turn lane and left-turn lane requirements along Route 17 during future (2008) traffic conditions at each of the study area intersections, turn-lane warrant analyses was completed as per American Association of State Highway and Transportation Officials (AASHTO) and West Virginia Department of Transportation (WVDOT) guidelines. Accordingly, right-turn lanes will be warranted along Route 17 at the intersections of Route 17/Old Country Club Road, Route 17/Proposed Site-Driveway, Route 17/Daniels Forest Driveway #1 and Route 17/Job Corps Road. Left-turn lanes will be warranted along Route 17 at the intersections of Route 17/Route 9 WB ramp, Route 17/Old Country Club Road, Route 17/Daniels Road, Route 17/Daniels Forest Driveway #1 and Route 17/Job Corps Road during 2008 background and build-out conditions.

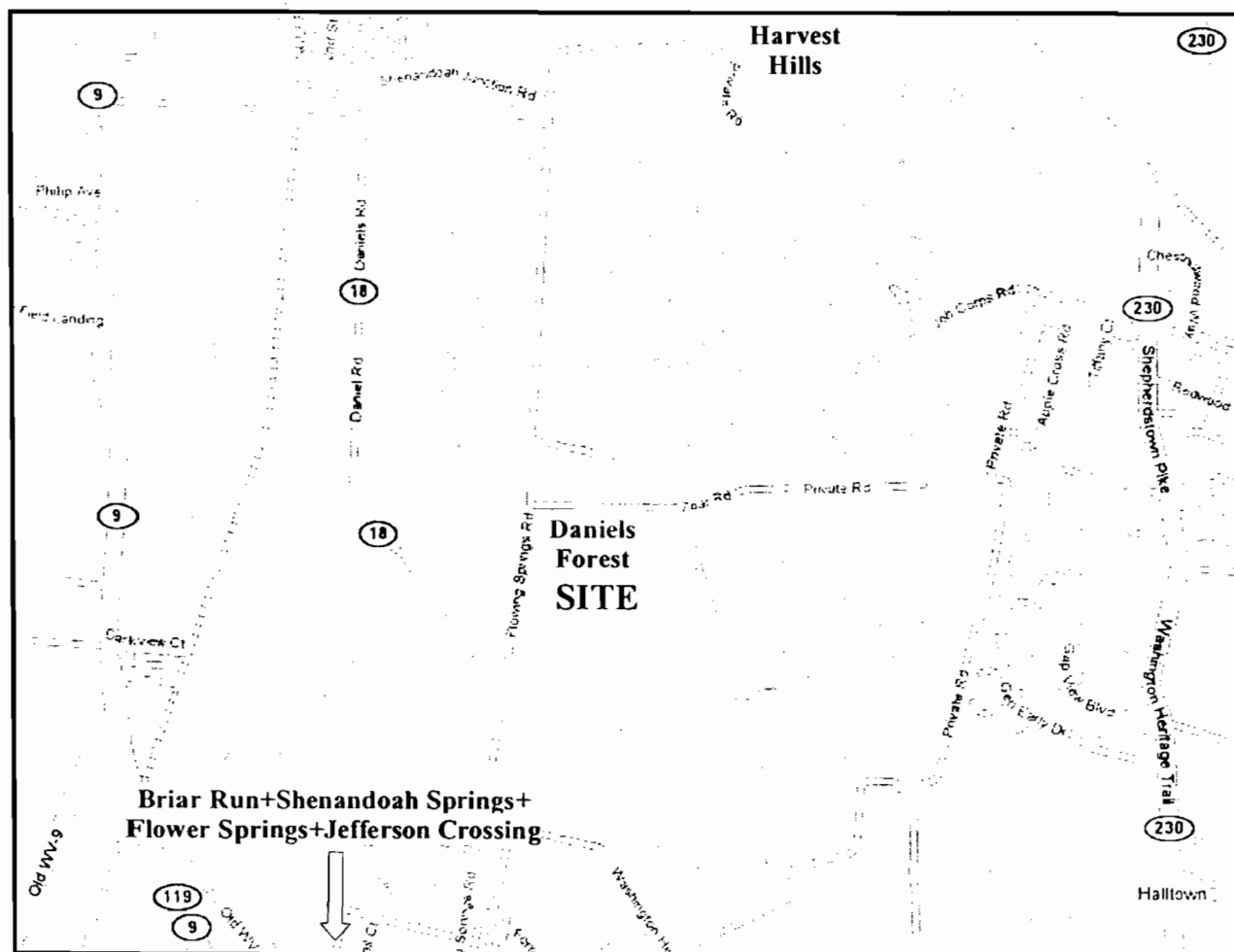
CONCLUSION

The traffic impacts associated with the proposed Stonecrest development are acceptable and manageable. Based upon HCS+ results, each of the study area intersections, except the intersection of Route 17/Route 9 WB ramp, will maintain overall levels of service "D" or better during 2008 build-out conditions. The intersection of Route 17/Route 9 WB ramp will operate with unacceptable levels of service "F" during 2008 background and build-out conditions, suggesting minimal traffic impacts from the proposed development at this intersection. The aforementioned intersection will require signalization and a separate southbound right-turn lane during 2008 build-out conditions to maintain acceptable levels of service.

Based upon AASHTO and WVDOT guidelines, right-turn lanes will be warranted along Route 17 at the intersections of Route 17/Old Country Club Road, Route 17/Proposed Site-Driveway, Route 17/Daniels Forest Driveway #1 and Route 17/Job Corps Road. Left-turn lanes will be warranted along Route 17 at the intersections of Route 17/Route 9 WB ramp, Route 17/Old Country Club Road, Route 17/Daniels Road, Route 17/Daniels Forest Driveway #1 and Route 17/Job Corps Road during 2008 background and build-out conditions.

* NOTE: Developer mitigation addressed in the Traffic section of the CIS (p. 11-12).

APPENDIX



PHR+A

Figure A

Vicinity Map: Location of "Other" Developments

Photographs of Study Area Intersections
(photos taken September 28, 2006)



Route 17 looking North towards Job Corps Road



Route 17 looking South towards Job Corps Road



Job Corps Road looking East from Route 17



Daniels Road looking East towards Route 17



Route 17 looking South towards Daniels Road



Route 17 looking North towards Daniels Road



Route 17 looking West at Daniels Road



Old Country Club Road looking West at Route 17



Route 17 looking North towards Old Country Club Road



Route 17 looking South towards Old Country Club Road



Route 17 looking West towards Route 9 WB ramp



Route 9 WB Ramps

HCS+ Worksheets

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	PHR+A			Intersection	Rt 17 & Daniels Rd		
Agency/Co.	PHR+A			Jurisdiction			
Date Performed	9/28/2006			Analysis Year	Existing Conditions		
Analysis Time Period	AM Peak Hour						
Project Description							
East/West Street: Daniels Road				North/South Street: Route 17			
Intersection Orientation: North-South				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)	54	309			275	8	
Peak-Hour Factor, PHF	0.75	0.75	0.88	0.84	0.74	0.74	
Hourly Flow Rate, HFR (veh/h)	72	412	0	0	371	10	
Percent Heavy Vehicles	3	--	--	3	--	--	
Median Type	Undivided						
RT Channelized			0			0	
Lanes	0	1	0	0	1	0	
Configuration	LT					TR	
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)	3		72				
Peak-Hour Factor, PHF	0.78	0.90	0.78	0.68	0.90	0.68	
Hourly Flow Rate, HFR (veh/h)	3	0	92	0	0	0	
Percent Heavy Vehicles	3	0	3	3	0	3	
Percent Grade (%)	0			0			
Flared Approach		Y			N		
Storage		1			0		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration		LR					
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11 12
Lane Configuration	LT						LR
v (veh/h)	72						95
C (m) (veh/h)	1172						690
v/c	0.06						0.14
95% queue length	0.20						0.48
Control Delay (s/veh)	8.3						11.5
LOS	A						B
Approach Delay	--	--				11.5	

(s/veh)				
Approach LOS	--	--		B

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	PHR+A			Intersection	Rt 17 & Daniels Rd		
Agency/Co.	PHR+A			Jurisdiction			
Date Performed	9/28/2006			Analysis Year	Existing Conditions		
Analysis Time Period	PM Peak Hour						
Project Description							
East/West Street: Daniels Road				North/South Street: Route 17			
Intersection Orientation: North-South				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)	120	335			276	3	
Peak-Hour Factor, PHF	0.92	0.92	0.88	0.88	0.90	0.90	
Hourly Flow Rate, HFR (veh/h)	130	364	0	0	306	3	
Percent Heavy Vehicles	3	--	--	3	--	--	
Median Type	Undivided						
RT Channelized			0			0	
Lanes	0	1	0	0	1	0	
Configuration	LT					TR	
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)	4		123				
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88	
Hourly Flow Rate, HFR (veh/h)	4	0	139	0	0	0	
Percent Heavy Vehicles	3	0	3	3	0	3	
Percent Grade (%)	0			0			
Flared Approach		Y			N		
Storage		1			0		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration		LR					
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11 12
Lane Configuration	LT						LR
v (veh/h)	130						143
C (m) (veh/h)	1246						751
v/c	0.10						0.19
95% queue length	0.35						0.70
Control Delay (s/veh)	8.2						11.3
LOS	A						B
Approach Delay	--	--				11.3	

(s/veh)				
Approach LOS	--	--		<i>B</i>

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TWO-WAY STOP CONTROL SUMMARY									
General Information					Site Information				
Analyst	PHR+A				Intersection	Rt 17 & Job Corps Road			
Agency/Co.	PHR+A				Jurisdiction				
Date Performed	9/28/2006				Analysis Year	Existing Conditions			
Analysis Time Period	AM Peak Hour								
Project Description									
East/West Street: Job Corps Road					North/South Street: Route 17				
Intersection Orientation: North-South					Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments									
Major Street	Northbound			Southbound					
Movement	1	2	3	4	5	6			
	L	T	R	L	T	R			
Volume (veh/h)		285	27	56	259				
Peak-Hour Factor, PHF	0.81	0.81	0.81	0.90	0.90	0.81			
Hourly Flow Rate, HFR (veh/h)	0	351	33	62	287	0			
Percent Heavy Vehicles	3	--	--	3	--	--			
Median Type	Undivided								
RT Channelized			0			0			
Lanes	0	1	0	0	1	0			
Configuration			TR	LT					
Upstream Signal		0			0				
Minor Street	Eastbound			Westbound					
Movement	7	8	9	10	11	12			
	L	T	R	L	T	R			
Volume (veh/h)				24		47			
Peak-Hour Factor, PHF	0.81	0.81	0.81	0.81	0.81	0.81			
Hourly Flow Rate, HFR (veh/h)	0	0	0	29	0	58			
Percent Heavy Vehicles	3	0	3	3	0	3			
Percent Grade (%)	0			0					
Flared Approach		N			N				
Storage		1			0				
RT Channelized			0			0			
Lanes	0	0	0	0	0	0			
Configuration					LR				
Delay, Queue Length, and Level of Service									
Approach	Northbound	Southbound	Westbound			Eastbound			
Movement	1	4	7	8	9	10	11	12	
Lane Configuration		LT		LR					
v (veh/h)		62		87					
C (m) (veh/h)		1169		511					
v/c		0.05		0.17					
95% queue length		0.17		0.61					
Control Delay (s/veh)		8.3		13.5					
LOS		A		B					
Approach Delay	--	--	13.5						

(s/veh)				
Approach LOS	--	--	B	

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	PHR+A			Intersection	Rt 17 & Job Corps Road		
Agency/Co.	PHR+A			Jurisdiction			
Date Performed	9/28/2006			Analysis Year	Existing Conditions		
Analysis Time Period	PM Peak Hour						
Project Description							
East/West Street: Job Corps Road				North/South Street: Route 17			
Intersection Orientation: North-South				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)		287	52	42	249		
Peak-Hour Factor, PHF	0.79	0.87	0.87	0.84	0.84	0.79	
Hourly Flow Rate, HFR (veh/h)	0	329	59	50	296	0	
Percent Heavy Vehicles	3	--	--	3	--	--	
Median Type	<i>Undivided</i>						
RT Channelized			0			0	
Lanes	0	1	0	0	1	0	
Configuration			TR	LT			
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)				30		24	
Peak-Hour Factor, PHF	0.79	0.79	0.79	0.79	0.79	0.79	
Hourly Flow Rate, HFR (veh/h)	0	0	0	37	0	30	
Percent Heavy Vehicles	3	0	3	3	0	3	
Percent Grade (%)	0			0			
Flared Approach		N			N		
Storage		1			0		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration					LR		
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11 12
Lane Configuration		LT		LR			
v (veh/h)		50		67			
C (m) (veh/h)		1165		456			
v/c		0.04		0.15			
95% queue length		0.13		0.51			
Control Delay (s/veh)		8.2		14.2			
LOS		A		B			
Approach Delay	--	--	14.2				

(s/veh)				
Approach LOS	--	--	B	

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17 & Old Country Club Rd
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	9/28/2006		Analysis Year	Existing Conditions
Analysis Time Period	AM Peak Hour			

Project Description

East/West Street: Old Country Club Road

North/South Street: Route 17

Intersection Orientation: North-South

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		276	41	78	269	
Peak-Hour Factor, PHF	0.90	0.88	0.88	0.84	0.84	0.90
Hourly Flow Rate, HFR (veh/h)	0	313	46	92	320	0
Percent Heavy Vehicles	0	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				13		87
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.68	0.90	0.68
Hourly Flow Rate, HFR (veh/h)	0	0	0	19	0	127
Percent Heavy Vehicles	0	0	0	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		92		146				
C (m) (veh/h)		1194		603				
v/c		0.08		0.24				
95% queue length		0.25		0.94				
Control Delay (s/veh)		8.3		12.9				
LOS		A		B				

Approach Delay (s/veh)	--	--	12.9	
Approach LOS	--	--	B	

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17 & Old Country Club Rd
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	9/28/2006		Analysis Year	Existing Conditions
Analysis Time Period	PM Peak Hour			

Project Description

East/West Street: <i>Old Country Club Road</i>	North/South Street: <i>Route 17</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		339	59	37	362	
Peak-Hour Factor, PHF	0.90	0.87	0.87	0.93	0.93	0.90
Hourly Flow Rate, HFR (veh/h)	0	389	67	39	389	0
Percent Heavy Vehicles	0	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				45		116
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.89	0.90	0.89
Hourly Flow Rate, HFR (veh/h)	0	0	0	50	0	130
Percent Heavy Vehicles	0	0	0	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		39		180				
C (m) (veh/h)		1100		483				
v/c		0.04		0.37				
95% queue length		0.11		1.71				
Control Delay (s/veh)		8.4		16.8				
LOS		A		C				

Approach Delay (s/veh)	--	--	16.8	
Approach LOS	--	--	C	

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Rt 17 & Rt 9 WB Ramp
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	9/28/2006	Analysis Year	Existing Conditions
Analysis Time Period	AM Peak Hour		

Project Description

East/West Street: Rt 9 WB Ramp	North/South Street: Route 17
Intersection Orientation: North-South	Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	58	237			340	19
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.89	0.89
Hourly Flow Rate, HFR (veh/h)	65	269	0	0	382	21
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	LT					TR
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	82		33			
Peak-Hour Factor, PHF	0.87	0.88	0.87	0.88	0.88	0.88
Hourly Flow Rate, HFR (veh/h)	94	0	37	0	0	0
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		1			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	65						131	
C (m) (veh/h)	1150						391	
v/c	0.06						0.34	
95% queue length	0.18						1.45	
Control Delay (s/veh)	8.3						18.8	
LOS	A						C	
Approach Delay	--	--					18.8	

(s/veh)				
Approach LOS	--	--		C

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17 & Rt 9 WB Ramp
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	9/28/2006		Analysis Year	Existing Conditions
Analysis Time Period	PM Peak Hour			

Project Description

East/West Street: Rt 9 WB Ramp	North/South Street: Route 17
Intersection Orientation: North-South	Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	139	218			235	42
Peak-Hour Factor, PHF	0.92	0.92	0.88	0.88	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	151	236	0	0	261	46
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	LT					TR
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	100		106			
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88
Hourly Flow Rate, HFR (veh/h)	113	0	120	0	0	0
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		1			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	151						233	
C (m) (veh/h)	1248						436	
v/c	0.12						0.53	
95% queue length	0.41						3.07	
Control Delay (s/veh)	8.3						22.3	
LOS	A						C	
Approach Delay	--	--				22.3		

(s/veh)				
Approach LOS	--	--		C

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17/DF Drive # 1			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Background Conditions			
Analysis Time Period	AM Peak Hour							
Project Description Stonecrest								
East/West Street: Daniel Forest Drive # 1				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		430	16	9	483			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	0	477	17	10	536	0		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	1	1	1	0		
Configuration		T	R	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				49		27		
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	0	0	0	54	0	30		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		10		84				
C (m) (veh/h)		1064		318				
v/c		0.01		0.26				
95% queue length		0.03		1.04				
Control Delay (s/veh)		8.4		20.3				
LOS		A		C				

Approach Delay (s/veh)	--	--	20.3	
Approach LOS	--	--	C	

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17/DF Drive # 1			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Background Conditions			
Analysis Time Period	PM Peak Hour							
Project Description Stonecrest								
East/West Street: Daniel Forest Drive # 1				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		590	56	31	469			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	0	655	62	34	521	0		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	1	1	1	0		
Configuration		T	R	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				31		17		
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	0	0	0	34	0	18		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		34		52				
C (m) (veh/h)		879		233				
v/c		0.04		0.22				
95% queue length		0.12		0.83				
Control Delay (s/veh)		9.3		24.8				
LOS		A		C				

Approach Delay (s/veh)	--	--	24.8	
Approach LOS	--	--	C	

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Job Corps Rd/DF Drive #2
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	2/15/07	Analysis Year	2008 Background Conditions
Analysis Time Period	AM Peak Hour		

Project Description Stonecrest

East/West Street: Job Corps Road

North/South Street: Daniel Forest Drive # 2

Intersection Orientation: East-West

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		89	5	5	76	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	98	5	5	84	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	16		0			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	17	0	0	0	0	0
Percent Heavy Vehicles	3	3	3	3	3	0
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		5		17				
C (m) (veh/h)		1483		790				
v/c		0.00		0.02				
95% queue length		0.01		0.07				
Control Delay (s/veh)		7.4		9.7				
LOS		A		A				

Approach Delay (s/veh)	--	--	9.7	
Approach LOS	--	--	A	

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Job Corps Rd/DF Drive #2
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	2/15/07	Analysis Year	2008 Background Conditions
Analysis Time Period	PM Peak Hour		
Project Description Stonecrest			
East/West Street: Job Corps Road		North/South Street: Daniel Forest Drive # 2	
Intersection Orientation: East-West		Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		101	19	19	58	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	112	21	21	64	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	
Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	10		10			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	11	0	11	0	0	0
Percent Heavy Vehicles	3	3	3	3	3	0
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		21		22				
C (m) (veh/h)		1446		827				
v/c		0.01		0.03				
95% queue length		0.04		0.08				
Control Delay (s/veh)		7.5		9.5				
LOS		A		A				

Approach Delay (s/veh)	--	--	9.5	
Approach LOS	--	--	A	

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Rt 17 & Daniels Rd
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	2/15/07	Analysis Year	2008 Background Conditions
Analysis Time Period	AM Peak Hour		
Project Description Stonecrest			
East/West Street: Daniels Road		North/South Street: Route 17	
Intersection Orientation: North-South		Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	58	443			523	9
Peak-Hour Factor, PHF	0.75	0.75	0.88	0.84	0.74	0.74
Hourly Flow Rate, HFR (veh/h)	77	590	0	0	706	12
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	1	1	0	0	1	0
Configuration	L	T				TR
Upstream Signal		0			0	
Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	3		77			
Peak-Hour Factor, PHF	0.78	0.90	0.78	0.68	0.90	0.68
Hourly Flow Rate, HFR (veh/h)	3	0	98	0	0	0
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		Y			N	
Storage		1			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L						LR	
v (veh/h)	77						101	
C (m) (veh/h)	878						444	
v/c	0.09						0.23	
95% queue length	0.29						0.87	
Control Delay (s/veh)	9.5						16.3	
LOS	A						C	

Approach Delay (s/veh)	--	--	16.3
Approach LOS	--	--	C

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Daniels Rd			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Background Conditions			
Analysis Time Period	PM Peak Hour							
Project Description Stonecrest								
East/West Street: Daniels Road				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	129	642			497	3		
Peak-Hour Factor, PHF	0.92	0.92	0.88	0.88	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	140	697	0	0	552	3		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	1	1	0	0	1	0		
Configuration	L	T				TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	4		132					
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88		
Hourly Flow Rate, HFR (veh/h)	4	0	150	0	0	0		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		Y			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L						LR	
v (veh/h)	140						154	
C (m) (veh/h)	1010						513	
v/c	0.14						0.30	
95% queue length	0.48						1.25	
Control Delay (s/veh)	9.1						15.0	
LOS	A						B	

Approach Delay (s/veh)	--	--		15.0
Approach LOS	--	--		B

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	PHR+A
Agency/Co.	PHR+A
Date Performed	2/15/07
Analysis Time Period	AM Peak Hour

Site Information

Intersection	Rt 17 & Job Corps Road
Jurisdiction	
Analysis Year	2008 Background Conditions

Project Description Stonecrest

East/West Street: Job Corps Road

North/South Street: Route 17

Intersection Orientation: North-South

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		428	29	65	466	
Peak-Hour Factor, PHF	0.81	0.81	0.81	0.90	0.90	0.81
Hourly Flow Rate, HFR (veh/h)	0	528	35	72	517	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	1	1	0
Configuration		T	R	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				26		67
Peak-Hour Factor, PHF	0.81	0.81	0.81	0.81	0.81	0.81
Hourly Flow Rate, HFR (veh/h)	0	0	0	32	0	82
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		1			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		72		114				
C (m) (veh/h)		1003		360				
v/c		0.07		0.32				
95% queue length		0.23		1.33				
Control Delay (s/veh)		8.9		19.6				
LOS		A		C				

Approach Delay (s/veh)	--	--	19.6	
Approach LOS	--	--	C	

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TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Job Corps Road			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Background Conditions			
Analysis Time Period	PM Peak Hour							
Project Description Stonecrest								
East/West Street: Job Corps Road				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		552	56	64	468			
Peak-Hour Factor, PHF	0.79	0.87	0.87	0.84	0.84	0.79		
Hourly Flow Rate, HFR (veh/h)	0	634	64	76	557	0		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	1	1	1	0		
Configuration		T	R	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				32		36		
Peak-Hour Factor, PHF	0.79	0.79	0.79	0.79	0.79	0.79		
Hourly Flow Rate, HFR (veh/h)	0	0	0	40	0	45		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		76		85				
C (m) (veh/h)		894		239				
v/c		0.09		0.36				
95% queue length		0.28		1.53				
Control Delay (s/veh)		9.4		28.2				
LOS		A		D				

Approach Delay (s/veh)	--	--	28.2	
Approach LOS	--	--	D	

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	PHR+A			Intersection	Rt 17 & Old Country Club Rd		
Agency/Co.	PHR+A			Jurisdiction			
Date Performed	2/15/07			Analysis Year	2008 Background Conditions		
Analysis Time Period	AM Peak Hour						
Project Description <i>Stonecrest</i>							
East/West Street: <i>Old Country Club Road</i>				North/South Street: <i>Route 17</i>			
Intersection Orientation: <i>North-South</i>				Study Period (hrs): <i>0.25</i>			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)		406	44	89	511		
Peak-Hour Factor, PHF	0.90	0.88	0.88	0.84	0.84	0.90	
Hourly Flow Rate, HFR (veh/h)	0	461	50	105	608	0	
Percent Heavy Vehicles	0	--	--	3	--	--	
Median Type	<i>Undivided</i>						
RT Channelized			0			0	
Lanes	0	1	1	1	1	0	
Configuration		T	R	L	T		
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)				14		95	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.68	0.90	0.68	
Hourly Flow Rate, HFR (veh/h)	0	0	0	20	0	139	
Percent Heavy Vehicles	0	0	0	3	0	3	
Percent Grade (%)	0			0			
Flared Approach		N			Y		
Storage		0			1		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration					LR		
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11
Lane Configuration		L		LR			
v (veh/h)		105		159			
C (m) (veh/h)		1049		684			
v/c		0.10		0.23			
95% queue length		0.33		0.90			
Control Delay (s/veh)		8.8		15.0			
LOS		A		B			

Approach Delay (s/veh)	--	--	15.0	
Approach LOS	--	--	B	

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Rt 17 & Old Country Club Rd
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	2/15/07	Analysis Year	2008 Background Conditions
Analysis Time Period	PM Peak Hour		
Project Description Stonecrest			
East/West Street: Old Country Club Road		North/South Street: Route 17	
Intersection Orientation: North-South		Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		640	63	43	586	
Peak-Hour Factor, PHF	0.90	0.87	0.87	0.93	0.93	0.90
Hourly Flow Rate, HFR (veh/h)	0	735	72	46	630	0
Percent Heavy Vehicles	0	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	1	1	0
Configuration		T	R	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				48		130
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.89	0.90	0.89
Hourly Flow Rate, HFR (veh/h)	0	0	0	53	0	146
Percent Heavy Vehicles	0	0	0	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			Y	
Storage		0			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		46		199				
C (m) (veh/h)		814		385				
v/c		0.06		0.52				
95% queue length		0.18		2.86				
Control Delay (s/veh)		9.7		23.9				
LOS		A		C				

Approach Delay (s/veh)	--	--	23.9	
Approach LOS	--	--	C	

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Rt 17 & Rt 9 WB Ramp
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	2/15/07	Analysis Year	2008 Background Conditions
Analysis Time Period	AM Peak Hour		

Project Description Stonecrest

East/West Street: Rt 9 WB Ramp

North/South Street: Route 17

Intersection Orientation: North-South

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	62	339			512	101
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.89	0.89
Hourly Flow Rate, HFR (veh/h)	70	385	0	0	575	113
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	LT					TR
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	115		35			
Peak-Hour Factor, PHF	0.87	0.88	0.87	0.88	0.88	0.88
Hourly Flow Rate, HFR (veh/h)	132	0	40	0	0	0
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		1			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	70						172	
C (m) (veh/h)	901						230	
v/c	0.08						0.75	
95% queue length	0.25						5.19	
Control Delay (s/veh)	9.3						56.0	
LOS	A						F	

Approach Delay (s/veh)	--	--	56.0
Approach LOS	--	--	<i>F</i>

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Rt 9 WB Ramp			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Background Conditions			
Analysis Time Period	PM Peak Hour							
Project Description Stonecrest								
East/West Street: Rt 9 WB Ramp				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	149	427			403	95		
Peak-Hour Factor, PHF	0.92	0.92	0.88	0.88	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	161	464	0	0	447	105		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	0	0	1	0		
Configuration	LT					TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	197		114					
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88		
Hourly Flow Rate, HFR (veh/h)	223	0	129	0	0	0		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	161						352	
C (m) (veh/h)	1013						208	
v/c	0.16						1.69	
95% queue length	0.56						23.59	
Control Delay (s/veh)	9.2						371.6	
LOS	A						F	

Approach Delay (s/veh)	--	--		371.6
Approach LOS	--	--		F

HCS+™ DETAILED REPORT

General Information						Site Information					
Analyst	PHR+A					Intersection	Rt 9 Ramp & Rt 17				
Agency or Co.	PHR+A					Area Type	All other areas				
Date Performed	2/15/07					Jurisdiction					
Time Period	AM Peak hour					Analysis Year	2008 Background Conditions				
						Project ID	Stonecrest Development - Suggested Improvements				

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N _i	0		0				1	1			1	1
Lane Group		LR					L	T			T	R
Volume, V (vph)	115		35				62	339			512	101
% Heavy Vehicles, %HV	3		3				3	3			3	3
Peak-Hour Factor, PHF	0.87		0.87				0.88	0.88			0.89	0.89
Pretimed (P) or Actuated (A)	A		A				A	A			A	A
Start-up Lost Time, I ₁		2.0					2.0	2.0			2.0	2.0
Extension of Effective Green, e		2.0					2.0	2.0			2.0	2.0
Arrival Type, AT		3					3	3			3	3
Unit Extension, UE		3.0					3.0	3.0			3.0	3.0
Filtering/Metering, I		1.000					1.000	1.000			1.000	1.000
Initial Unmet Demand, Q _b		0.0					0.0	0.0			0.0	0.0
Ped / Bike / RTOR Volumes	0	0	0				0	0		0	0	0
Lane Width		12.0					12.0	12.0			12.0	12.0
Parking / Grade / Parking	N	0	N				N	0	N	N	0	N
Parking Maneuvers, N _m												
Buses Stopping, N _b		0					0	0			0	0
Min. Time for Pedestrians, G _p		3.2						3.2			3.2	
Phasing	EB Only	02	03	04	NS Perm	06	07	08				
Timing	G = 30.0	G =	G =	G =	G = 48.0	G =	G =	G =				
	Y = 6	Y =	Y =	Y =	Y = 6	Y =	Y =	Y =				
Duration of Analysis, T = 0.25						Cycle Length, C = 90.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v		172					70	385			575	113
Lane Group Capacity, c		574					315	984			984	1568
v/c Ratio, X		0.30					0.22	0.39			0.58	0.07
Total Green Ratio, g/C		0.33					0.53	0.53			0.53	1.00
Uniform Delay, d ₁		22.2					11.1	12.4			14.2	0.0
Progression Factor, PF		1.000					1.000	1.000			1.000	0.950
Delay Calibration, k		0.11					0.11	0.11			0.18	0.11
Incremental Delay, d ₂		0.3					0.4	0.3			0.9	0.0
		0.0					0.0	0.0			0.0	0.0

Initial Queue Delay, d_3												
Control Delay		22.5					11.5	12.6			15.1	0.0
Lane Group LOS		C					B	B			B	A
Approach Delay	22.5						12.5		12.7			
Approach LOS	C						B		B			
Intersection Delay	13.9		$X_c = 0.47$				Intersection LOS		B			

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HCS+™ DETAILED REPORT

General Information						Site Information					
Analyst	PHR+A					Intersection	Rt 9 Ramp & Rt 17				
Agency or Co.	PHR+A					Area Type	All other areas				
Date Performed	2/15/07					Jurisdiction					
Time Period	PM Peak hour					Analysis Year	2008 Background Conditions				
						Project ID	Stonecrest Development - Suggested Improvements				

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N ₁	0		0				1	1			1	1
Lane Group		LR					L	T			T	R
Volume, V (vph)	197		114				149	427			403	95
% Heavy Vehicles, %HV	3		3				3	3			3	3
Peak-Hour Factor, PHF	0.86		0.86				0.95	0.95			0.92	0.92
Pretimed (P) or Actuated (A)	A		A				A	A			A	A
Start-up Lost Time, I ₁		2.0					2.0	2.0			2.0	2.0
Extension of Effective Green, e		2.0					2.0	2.0			2.0	2.0
Arrival Type, AT		3					3	3			3	3
Unit Extension, UE		3.0					3.0	3.0			3.0	3.0
Filtering/Metering, I		1.000					1.000	1.000			1.000	1.000
Initial Unmet Demand, Q _b		0.0					0.0	0.0			0.0	0.0
Ped / Bike / RTOR Volumes	0	0	0				0	0		0	0	0
Lane Width		12.0					12.0	12.0			12.0	12.0
Parking / Grade / Parking	N	0	N				N	0	N	N	0	N
Parking Maneuvers, N _m												
Buses Stopping, N _b		0					0	0			0	0
Min. Time for Pedestrians, G _p	3.2						3.2			3.2		
Phasing	EB Only	02	03	04	NS Perm	06	07	08				
Timing	G = 30.0	G =	G =	G =	G = 48.0	G =	G =	G =				
	Y = 6	Y =	Y =	Y =	Y = 6	Y =	Y =	Y =				
Duration of Analysis, T = 0.25								Cycle Length, C = 90.0				

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v		362					157	449			438	103
Lane Group Capacity, c		566					422	984			984	1568
v/c Ratio, X		0.64					0.37	0.46			0.45	0.07
Total Green Ratio, g/C		0.33					0.53	0.53			0.53	1.00
Uniform Delay, d ₁		25.4					12.2	13.0			12.9	0.0
Progression Factor, PF		1.000					1.000	1.000			1.000	0.950
Delay Calibration, k		0.22					0.11	0.11			0.11	0.11
Incremental Delay, d ₂		2.4					0.6	0.3			0.3	0.0
		0.0					0.0	0.0			0.0	0.0

Initial Queue Delay, d_3												
Control Delay		27.9					12.8	13.3			13.2	0.0
Lane Group LOS		C					B	B			B	A
Approach Delay	27.9						13.2		10.7			
Approach LOS	C						B		B			
Intersection Delay	15.8		$X_c = 0.53$				Intersection LOS		B			

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Job Corps Rd/DF Drive #2
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	2/15/07		Analysis Year	2008 Build-out Conditions
Analysis Time Period	AM Peak Hour			

Project Description Stonecrest				
East/West Street: Job Corps Road			North/South Street: Daniel Forest Drive # 2	
Intersection Orientation: East-West			Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		89	10	7	76	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	98	11	7	84	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	29		22			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	32	0	24	0	0	0
Percent Heavy Vehicles	3	3	3	3	3	0
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		7		56				
C (m) (veh/h)		1475		844				
v/c		0.00		0.07				
95% queue length		0.01		0.21				
Control Delay (s/veh)		7.5		9.6				
LOS		A		A				
Approach Delay	--	--	9.6					

(s/veh)				
Approach LOS	--	--	A	

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Job Corps Rd/DF Drive #2
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	2/15/07		Analysis Year	2008 Build-out Conditions
Analysis Time Period	PM Peak Hour			

Project Description *Stonecrest*East/West Street: *Job Corps Road*North/South Street: *Daniel Forest Drive # 2*Intersection Orientation: *East-West*Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		101	33	26	58	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	112	36	28	64	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	18		14			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	20	0	15	0	0	0
Percent Heavy Vehicles	3	3	3	3	3	0
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		28		35				
C (m) (veh/h)		1427		794				
v/c		0.02		0.04				
95% queue length		0.06		0.14				
Control Delay (s/veh)		7.6		9.7				
LOS		A		A				
Approach Delay	--	--	9.7					

(s/veh)				
Approach LOS	--	--	A	

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Daniels Rd			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Build-out Conditions			
Analysis Time Period	AM Peak Hour							
Project Description Stonecrest								
East/West Street: Daniels Road				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	58	475			617	9		
Peak-Hour Factor, PHF	0.75	0.75	0.88	0.84	0.74	0.74		
Hourly Flow Rate, HFR (veh/h)	77	633	0	0	833	12		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	1	1	0	0	1	0		
Configuration	L	T				TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	3		77					
Peak-Hour Factor, PHF	0.78	0.90	0.78	0.68	0.90	0.68		
Hourly Flow Rate, HFR (veh/h)	3	0	98	0	0	0		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		Y			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L						LR	
v (veh/h)	77						101	
C (m) (veh/h)	787						356	
v/c	0.10						0.28	
95% queue length	0.32						1.15	
Control Delay (s/veh)	10.1						19.1	
LOS	B						C	
Approach Delay	--	--				19.1		

(s/veh)				
Approach LOS	--	--		C

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Daniels Rd			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Build-out Conditions			
Analysis Time Period	PM Peak Hour							
Project Description Stonecrest								
East/West Street: Daniels Road				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	129	749			557	3		
Peak-Hour Factor, PHF	0.92	0.92	0.88	0.88	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	140	814	0	0	618	3		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	1	1	0	0	1	0		
Configuration	L	T				TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	4		132					
Peak-Hour Factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88		
Hourly Flow Rate, HFR (veh/h)	4	0	150	0	0	0		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		Y			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L						LR	
v (veh/h)	140						154	
C (m) (veh/h)	955						466	
v/c	0.15						0.33	
95% queue length	0.51						1.43	
Control Delay (s/veh)	9.4						16.5	
LOS	A						C	
Approach Delay	--	--				16.5		

(s/veh)				
Approach LOS	--	--		C

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17/DF Drive # 1
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	2/15/07		Analysis Year	2008 Build-out Conditions
Analysis Time Period	AM Peak Hour			

Project Description Stonecrest

East/West Street: Daniel Forest Drive # 1

North/South Street: Route 17

Intersection Orientation: North-South

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		437	29	11	485	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	485	32	12	538	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	1	1	0
Configuration		T	R	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				86		33
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	0	0	95	0	36
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			Y	
Storage		1			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		12		131				
C (m) (veh/h)		1044		319				
v/c		0.01		0.41				
95% queue length		0.03		1.93				
Control Delay (s/veh)		8.5		23.9				
LOS		A		C				
Approach Delay	--	--	23.9					

(s/veh)				
Approach LOS	--	--	C	

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17/DF Drive # 1
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	2/15/07		Analysis Year	2008 Build-out Conditions
Analysis Time Period	PM Peak Hour			

Project Description Stonecrest

East/West Street: Daniel Forest Drive # 1

North/South Street: Route 17

Intersection Orientation: North-South

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		595	98	38	476	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	661	108	42	528	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	1	1	0
Configuration		T	R	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				55		21
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	0	0	61	0	23
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			Y	
Storage		1			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		42		84				
C (m) (veh/h)		841		226				
v/c		0.05		0.37				
95% queue length		0.16		1.63				
Control Delay (s/veh)		9.5		30.1				
LOS		A		D				
Approach Delay	--	--	30.1					

(s/veh)				
Approach LOS	--	--	D	

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17 & Job Corps Road
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	2/15/07		Analysis Year	2008 Build-out Conditions
Analysis Time Period	AM Peak Hour			

Project Description Stonecrest				
East/West Street: Job Corps Road			North/South Street: Route 17	
Intersection Orientation: North-South			Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		441	29	70	470	
Peak-Hour Factor, PHF	0.81	0.81	0.81	0.90	0.90	0.81
Hourly Flow Rate, HFR (veh/h)	0	544	35	77	522	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	1	1	0
Configuration		T	R	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				26		79
Peak-Hour Factor, PHF	0.81	0.81	0.81	0.81	0.81	0.81
Hourly Flow Rate, HFR (veh/h)	0	0	0	32	0	97
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		1			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		77		129				
C (m) (veh/h)		990		363				
v/c		0.08		0.36				
95% queue length		0.25		1.57				
Control Delay (s/veh)		8.9		20.3				
LOS		A		C				
Approach Delay	--	--	20.3					

(s/veh)				
Approach LOS	--	--	C	

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Job Corps Road			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Build-out Conditions			
Analysis Time Period	PM Peak Hour							
Project Description Stonecrest								
East/West Street: Job Corps Road				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		560	56	78	482			
Peak-Hour Factor, PHF	0.79	0.87	0.87	0.84	0.84	0.79		
Hourly Flow Rate, HFR (veh/h)	0	643	64	92	573	0		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	1	1	1	0		
Configuration		T	R	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				32		44		
Peak-Hour Factor, PHF	0.79	0.79	0.79	0.79	0.79	0.79		
Hourly Flow Rate, HFR (veh/h)	0	0	0	40	0	55		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		92		95				
C (m) (veh/h)		887		234				
v/c		0.10		0.41				
95% queue length		0.35		1.85				
Control Delay (s/veh)		9.5		30.5				
LOS		A		D				
Approach Delay	--	--	30.5					

(s/veh)				
Approach LOS	--	--	D	

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	PHR+A	Intersection	Rt 17 & Old Country Club Rd
Agency/Co.	PHR+A	Jurisdiction	
Date Performed	2/15/07	Analysis Year	2008 Build-out Conditions
Analysis Time Period	AM Peak Hour		
Project Description Stonecrest Development			
East/West Street: Old Country Club Road		North/South Street: Route 17	
Intersection Orientation: North-South		Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		429	44	114	580	
Peak-Hour Factor, PHF	0.90	0.88	0.88	0.84	0.84	0.90
Hourly Flow Rate, HFR (veh/h)	0	487	50	135	690	0
Percent Heavy Vehicles	0	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	1	1	0
Configuration		T	R	L	T	
Upstream Signal		0			0	
Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				14		103
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.68	0.90	0.68
Hourly Flow Rate, HFR (veh/h)	0	0	0	20	0	151
Percent Heavy Vehicles	0	0	0	3	0	3
Percent Grade (%)	0			0		
Flared Approach		N			Y	
Storage		0			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		135		171				
C (m) (veh/h)		1026		531				
v/c		0.13		0.32				
95% queue length		0.45		1.38				
Control Delay (s/veh)		9.0		15.0				
LOS		A		B				

Approach Delay (s/veh)	--	--	15.0	
Approach LOS	--	--	B	

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	PHR+A			Intersection	Rt 17 & Old Country Club Rd		
Agency/Co.	PHR+A			Jurisdiction			
Date Performed	2/15/07			Analysis Year	2008 Build-out Conditions		
Analysis Time Period	PM Peak Hour						
Project Description Stonecrest							
East/West Street: Old Country Club Road				North/South Street: Route 17			
Intersection Orientation: North-South				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)		718	63	59	630		
Peak-Hour Factor, PHF	0.90	0.87	0.87	0.93	0.93	0.90	
Hourly Flow Rate, HFR (veh/h)	0	825	72	63	677	0	
Percent Heavy Vehicles	0	--	--	3	--	--	
Median Type	Undivided						
RT Channelized			0			0	
Lanes	0	1	1	1	1	0	
Configuration		T	R	L	T		
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)				48		159	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.89	0.90	0.89	
Hourly Flow Rate, HFR (veh/h)	0	0	0	53	0	178	
Percent Heavy Vehicles	0	0	0	3	0	3	
Percent Grade (%)	0			0			
Flared Approach		N			Y		
Storage		0			2		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration					LR		
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11 12
Lane Configuration		L		LR			
v (veh/h)		63		231			
C (m) (veh/h)		753		449			
v/c		0.08		0.51			
95% queue length		0.27		2.88			
Control Delay (s/veh)		10.2		34.6			
LOS		B		D			

Approach Delay (s/veh)	--	--	34.6	
Approach LOS	--	--	D	

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TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	PHR+A		Intersection	Rt 17 & Site Driveway
Agency/Co.	PHR+A		Jurisdiction	
Date Performed	2/15/07		Analysis Year	2008 Build-out Conditions
Analysis Time Period	AM Peak Hour			

Project Description Stonecrest

East/West Street: Site Driveway

North/South Street: Route 17

Intersection Orientation: North-South

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		459	19	2	569	
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	510	21	2	632	0
Percent Heavy Vehicles	3	--	--	3	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	1	0	1	0
Configuration		T	R	LT		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				56		6
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR (veh/h)	0	0	0	62	0	6
Percent Heavy Vehicles	3	0	3	3	0	3
Percent Grade (%)	0			0		
Flared Approach		Y			Y	
Storage		1			1	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		2		68				
C (m) (veh/h)		1031		240				
v/c		0.00		0.28				
95% queue length		0.01		1.13				
Control Delay (s/veh)		8.5		26.4				
LOS		A		D				
Approach Delay	--	--	26.4					

(s/veh)				
Approach LOS	--	--	D	

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TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	PHR+A			Intersection	Rt 17 & Site Driveway			
Agency/Co.	PHR+A			Jurisdiction				
Date Performed	2/15/07			Analysis Year	2008 Build-out Conditions			
Analysis Time Period	AM Peak Hour							
Project Description Stonecrest								
East/West Street: Site Driveway				North/South Street: Route 17				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		689	64	7	524			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	0	765	71	7	582	0		
Percent Heavy Vehicles	3	--	--	3	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	1	0	1	0		
Configuration		T	R	LT				
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				36		4		
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90		
Hourly Flow Rate, HFR (veh/h)	0	0	0	40	0	4		
Percent Heavy Vehicles	3	0	3	3	0	3		
Percent Grade (%)	0			0				
Flared Approach		Y			Y			
Storage		1			1			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
v (veh/h)		7		44				
C (m) (veh/h)		793		178				
v/c		0.01		0.25				
95% queue length		0.03		0.93				
Control Delay (s/veh)		9.6		32.5				
LOS		A		D				
Approach Delay	--	--	32.5					

(s/veh)				
Approach LOS	--	--	D	

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HCS+™ DETAILED REPORT

General Information						Site Information					
Analyst	PHR+A					Intersection	Rt 9 Ramp & Rt 17				
Agency or Co.	PHR+A					Area Type	All other areas				
Date Performed	2/15/07					Jurisdiction					
Time Period	AM Peak hour					Analysis Year	2008 Build-out Conditions				
						Project ID	Stonecrest Development - Suggested Improvements				

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N _i	0		0				1	1			1	1
Lane Group		LR					L	T			T	R
Volume, V (vph)	125		35				62	352			550	132
% Heavy Vehicles, %HV	3		3				3	3			3	3
Peak-Hour Factor, PHF	0.87		0.87				0.88	0.88			0.89	0.89
Pretimed (P) or Actuated (A)	A		A				A	A			A	A
Start-up Lost Time, I _i		2.0					2.0	2.0			2.0	2.0
Extension of Effective Green, e		2.0					2.0	2.0			2.0	2.0
Arrival Type, AT		3					3	3			3	3
Unit Extension, UE		3.0					3.0	3.0			3.0	3.0
Filtering/Metering, I		1.000					1.000	1.000			1.000	1.000
Initial Unmet Demand, Q _b		0.0					0.0	0.0			0.0	0.0
Ped / Bike / RTOR Volumes	0	0	0				0	0		0	0	0
Lane Width		12.0					12.0	12.0			12.0	12.0
Parking / Grade / Parking	N	0	N				N	0	N	N	0	N
Parking Maneuvers, N _m												
Buses Stopping, N _b		0					0	0			0	0
Min. Time for Pedestrians, G _p		3.2						3.2			3.2	
Phasing	EB Only	02	03	04	NS Perm	06	07	08				
Timing	G = 30.0	G =	G =	G =	G = 48.0	G =	G =	G =				
	Y = 6	Y =	Y =	Y =	Y = 6	Y =	Y =	Y =				
Duration of Analysis, T = 0.25						Cycle Length, C = 90.0						

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v		184					70	400			618	148
Lane Group Capacity, c		574					283	984			984	1568
v/c Ratio, X		0.32					0.25	0.41			0.63	0.09
Total Green Ratio, g/C		0.33					0.53	0.53			0.53	1.00
Uniform Delay, d ₁		22.4					11.3	12.5			14.7	0.0
Progression Factor, PF		1.000					1.000	1.000			1.000	0.950
Delay Calibration, k		0.11					0.11	0.11			0.21	0.11
Incremental Delay, d ₂		0.3					0.5	0.3			1.3	0.0
Initial Queue Delay, d ₃		0.0					0.0	0.0			0.0	0.0

Control Delay		22.7					11.7	12.8			16.0	0.0
Lane Group LOS		C					B	B			B	A
Approach Delay	22.7						12.6		12.9			
Approach LOS	C						B		B			
Intersection Delay	14.1		$X_c = 0.51$				Intersection LOS		B			

HCS+™ DETAILED REPORT

General Information				Site Information	
Analyst	PHR+A			Intersection	Rt 9 Ramp & Rt 17
Agency or Co.	PHR+A			Area Type	All other areas
Date Performed	2/15/07			Jurisdiction	
Time Period	PM Peak hour			Analysis Year	2008 Build-out Conditions
				Project ID	Stonecrest Development-Suggested Improvements

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N _i	0		0				1	1			1	1
Lane Group		LR					L	T			T	R
Volume, V (vph)	233		114				149	470			427	116
% Heavy Vehicles, %HV	3		3				3	3			3	3
Peak-Hour Factor, PHF	0.86		0.86				0.95	0.95			0.92	0.92
Pretimed (P) or Actuated (A)	A		A				A	A			A	A
Start-up Lost Time, I ₁		2.0					2.0	2.0			2.0	2.0
Extension of Effective Green, e		2.0					2.0	2.0			2.0	2.0
Arrival Type, AT		3					3	3			3	3
Unit Extension, UE		3.0					3.0	3.0			3.0	3.0
Filtering/Metering, I		1.000					1.000	1.000			1.000	1.000
Initial Unmet Demand, Q _b		0.0					0.0	0.0			0.0	0.0
Ped / Bike / RTOR Volumes	0	0	0				0	0		0	0	0
Lane Width		12.0					12.0	12.0			12.0	12.0
Parking / Grade / Parking	N	0	N				N	0	N	N	0	N
Parking Maneuvers, N _m												
Buses Stopping, N _b		0					0	0			0	0
Min. Time for Pedestrians, G _p		3.2						3.2			3.2	
Phasing	EB Only	02	03	04	NS Perm	06	07	08				
Timing	G = 30.0	G =	G =	G =	G = 48.0	G =	G =	G =				
	Y = 6	Y =	Y =	Y =	Y = 6	Y =	Y =	Y =				
Duration of Analysis, T = 0.25				Cycle Length, C = 90.0								

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v		404					157	495			464	126
Lane Group Capacity, c		568					401	984			984	1568
v/c Ratio, X		0.71					0.39	0.50			0.47	0.08
Total Green Ratio, g/C		0.33					0.53	0.53			0.53	1.00
Uniform Delay, d ₁		26.2					12.4	13.4			13.1	0.0
Progression Factor, PF		1.000					1.000	1.000			1.000	0.950
Delay Calibration, k		0.27					0.11	0.11			0.11	0.11
Incremental Delay, d ₂		4.2					0.6	0.4			0.4	0.0
Initial Queue Delay, d ₃		0.0					0.0	0.0			0.0	0.0

Control Delay		30.4					13.0	13.8			13.5	0.0
Lane Group LOS		C					B	B			B	A
Approach Delay	30.4						13.6		10.6			
Approach LOS	C						B		B			
Intersection Delay	16.6		$X_c = 0.58$				Intersection LOS		B			

Traffic Counts

Intersection: E-W: ROUTE 9 RAMP
 N-S: FLOWING SPRING RD
 Location WV

Weather: Dry
 Count By: JJP
 Count Date: 3/3/2006

File Name:
 Input By: JJP

15 Minute Period Beginning	EB: ROUTE 9 RAMP				WB:				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	15 Min. Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	21	0	5	26	0	0	0	0	9	55	0	64	0	76	4	80	170	7:00
7:15	26	0	7	33	0	0	0	0	16	68	0	84	0	89	3	92	209	7:15
7:30	19	0	9	28	0	0	0	0	15	60	0	75	0	95	6	101	204	7:30
7:45	16	0	12	28	0	0	0	0	18	54	0	72	0	80	6	86	186	7:45
8:00	12	0	9	21	0	0	0	0	16	49	0	65	0	74	7	81	167	8:00
8:15	17	0	7	24	0	0	0	0	17	43	0	60	0	64	9	73	157	8:15
8:30	14	0	9	23	0	0	0	0	12	48	0	60	0	50	5	55	138	8:30
8:45	9	0	8	17	0	0	0	0	14	40	0	54	0	47	6	53	124	8:45
A.M. Total	134	0	66	200	0	0	0	0	117	417	0	534	0	575	46	621	1355	A.M. Total
16:00	21	0	19	40	0	0	0	0	29	44	0	73	0	47	11	58	171	16:00
16:15	23	0	22	45	0	0	0	0	27	48	0	75	0	46	8	54	174	16:15
16:30	24	0	27	51	0	0	0	0	33	50	0	83	0	55	12	67	201	16:30
16:45	27	0	33	60	0	0	0	0	36	56	0	92	0	60	14	74	226	16:45
17:00	28	0	25	53	0	0	0	0	36	58	0	94	0	66	9	75	222	17:00
17:15	21	0	21	42	0	0	0	0	34	54	0	88	0	54	7	61	191	17:15
17:30	16	0	24	40	0	0	0	0	31	43	0	74	0	47	8	55	169	17:30
17:45	12	0	27	39	0	0	0	0	28	39	0	67	0	43	6	49	155	17:45
P.M. Total	172	0	198	370	0	0	0	0	254	392	0	646	0	418	75	493	1509	P.M. Total
1 Hour Period Beginning	EB: ROUTE 9 RAMP				WB:				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	82	0	33	115	0	0	0	0	58	237	0	295	0	340	19	359	769	7:00
7:15	73	0	37	110	0	0	0	0	65	231	0	296	0	338	22	360	766	7:15
7:30	64	0	37	101	0	0	0	0	66	206	0	272	0	313	28	341	714	7:30
7:45	59	0	37	96	0	0	0	0	63	194	0	257	0	268	27	295	648	7:45
8:00	52	0	33	85	0	0	0	0	59	180	0	239	0	235	27	262	586	8:00
16:00	95	0	101	196	0	0	0	0	125	198	0	323	0	208	45	253	772	16:00
16:15	102	0	107	209	0	0	0	0	132	212	0	344	0	227	43	270	823	16:15
16:30	100	0	106	206	0	0	0	0	139	218	0	357	0	235	42	277	840	16:30
16:45	92	0	103	195	0	0	0	0	137	211	0	348	0	227	38	265	808	16:45
17:00	77	0	97	174	0	0	0	0	129	194	0	323	0	210	30	240	737	17:00
1 Hour Period Beginning	EB: ROUTE 9 RAMP				WB:				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	82	0	33	115	0	0	0	0	58	237	0	295	0	340	19	359	769	7:00
A.M. Peak			PHF = 0.87				PHF =				PHF = 0.88				PHF = 0.89		0.92	A.M. Peak
16:30	100	0	106	206	0	0	0	0	139	218	0	357	0	235	42	277	840	16:30
P.M. Peak			PHF = 0.86				PHF =				PHF = 0.95				PHF = 0.92		0.93	P.M. Peak

Intersection: E-W: OLD COUNTRY CLUB DR
 N-S: FLOWING SPRING RD
 Location WV

Weather Dry
 Count By JJP
 Count Date 9/22/2006

File Name
 Input By JJP

15 Minute Period Beginning	EB:				WB: OLD COUNTRY CLUB DR				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	15 Min. Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	0	0	0	0	1	0	36	37	0	0	10	10	17	0	0	17	64	7:00
7:15	0	0	0	0	3	0	28	31	0	0	12	12	21	0	0	21	64	7:15
7:30	0	0	0	0	5	0	16	21	0	0	11	11	19	0	0	19	51	7:30
7:45	0	0	0	0	4	0	7	11	0	0	8	8	21	0	0	21	40	7:45
8:00	0	0	0	0	7	0	9	16	0	0	11	11	15	0	0	15	42	8:00
8:15	0	0	0	0	5	0	12	17	0	0	7	7	11	0	0	11	35	8:15
8:30	0	0	0	0	8	0	8	16	0	0	4	4	12	0	0	12	32	8:30
8:45	0	0	0	0	6	0	6	12	0	0	6	6	9	0	0	9	27	8:45
A.M. Total	0	0	0	0	39	0	122	161	0	0	69	69	125	0	0	125	355	A.M. Total
16:00	0	0	0	0	7	0	22	29	0	0	12	12	7	0	0	7	48	16:00
16:15	0	0	0	0	9	0	19	28	0	0	15	15	11	0	0	11	54	16:15
16:30	0	0	0	0	11	0	26	37	0	0	14	14	9	0	0	9	60	16:30
16:45	0	0	0	0	8	0	28	36	0	0	16	16	12	0	0	12	64	16:45
17:00	0	0	0	0	12	0	33	45	0	0	17	17	7	0	0	7	69	17:00
17:15	0	0	0	0	14	0	29	43	0	0	12	12	9	0	0	9	64	17:15
17:30	0	0	0	0	12	0	21	33	0	0	7	7	6	0	0	6	46	17:30
17:45	0	0	0	0	9	0	17	26	0	0	8	8	6	0	0	6	40	17:45
P.M. Total	0	0	0	0	82	0	195	277	0	0	101	101	67	0	0	67	445	P.M. Total
1 Hour Period Beginning	EB:				WB: OLD COUNTRY CLUB DR				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	0	0	0	0	13	0	87	100	0	0	41	41	78	0	0	78	219	7:00
7:15	0	0	0	0	19	0	60	79	0	0	42	42	76	0	0	76	197	7:15
7:30	0	0	0	0	21	0	44	65	0	0	37	37	66	0	0	66	168	7:30
7:45	0	0	0	0	24	0	36	60	0	0	30	30	59	0	0	59	149	7:45
8:00	0	0	0	0	26	0	35	61	0	0	28	28	47	0	0	47	136	8:00
16:00	0	0	0	0	35	0	95	130	0	0	57	57	39	0	0	39	226	16:00
16:15	0	0	0	0	40	0	106	146	0	0	62	62	39	0	0	39	247	16:15
16:30	0	0	0	0	45	0	116	161	0	0	59	59	37	0	0	37	257	16:30
16:45	0	0	0	0	46	0	111	157	0	0	52	52	34	0	0	34	243	16:45
17:00	0	0	0	0	47	0	100	147	0	0	44	44	28	0	0	28	219	17:00
1 Hour Period Beginning	EB:				WB: OLD COUNTRY CLUB DR				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	0	0	0	0	13	0	87	100	0	0	41	332	78	0	0	270	702	7:00
A.M. Peak			PHF =				PHF =	0.68			PHF =	0.88			PHF =	0.84	0.86	A.M. Peak
16:30	0	0	0	0	45	0	116	161	0	0	59	291	37	0	0	275	727	16:30
P.M. Peak			PHF =				PHF =	0.89			PHF =	0.87			PHF =	0.93	0.90	P.M. Peak

Intersection: E-W: DANIEL RD
 N-S: FLOWING SPRING RD
 Location WV

Weather Dry
 Count By JJP
 Count Date 9/22/2006

File Name
 Input By JJP

15 Minute Period Beginning	EB: DANIEL RD				WB:				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	15 Min. Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	1	0	12	13	0	0	0	0	16	0	0	16	0	0	2	2	31	7:00
7:15	0	0	24	24	0	0	0	0	13	0	0	13	0	Jan-00	1	1	38	7:15
7:30	1	0	22	23	0	0	0	0	13	0	0	13	0	0	4	4	40	7:30
7:45	1	0	14	15	0	0	0	0	12	0	0	12	0	0	1	1	28	7:45
8:00	1	0	23	24	0	0	0	0	13	0	0	13	0	0	1	1	38	8:00
8:15	1	0	19	20	0	0	0	0	10	0	0	10	0	0	0	0	30	8:15
8:30	2	0	18	20	0	0	0	0	34	0	0	34	0	0	2	2	56	8:30
8:45	5	0	12	17	0	0	0	0	19	0	0	19	0	0	0	0	36	8:45
A.M. Total	12	0	144	156	0	0	0	0	130	0	0	130	0	0	11	11	297	A.M. Total
16:00	1	0	28	29	0	0	0	0	30	0	0	30	0	0	0	0	59	16:00
16:15	0	0	32	32	0	0	0	0	36	0	0	36	0	0	1	1	69	16:15
16:30	3	0	24	27	0	0	0	0	28	0	0	28	0	0	1	1	56	16:30
16:45	0	0	32	32	0	0	0	0	23	0	0	23	0	0	1	1	56	16:45
17:00	1	0	35	36	0	0	0	0	33	0	0	33	0	0	0	0	69	17:00
17:15	0	0	26	26	0	0	0	0	26	0	0	26	0	0	1	1	53	17:15
17:30	2	0	16	18	0	0	0	0	20	0	0	20	0	0	0	0	38	17:30
17:45	1	0	15	16	0	0	0	0	20	0	0	20	0	0	1	1	37	17:45
P.M. Total	8	0	208	216	0	0	0	0	216	0	0	216	0	0	5	5	437	P.M. Total
1 Hour Period Beginning	EB: DANIEL RD				WB:				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	3	0	72	75	0	0	0	0	54	0	0	54	0	0	8	8	137	7:00
7:15	3	0	83	86	0	0	0	0	51	0	0	51	0	0	7	7	144	7:15
7:30	4	0	78	82	0	0	0	0	48	0	0	48	0	0	6	6	136	7:30
7:45	5	0	74	79	0	0	0	0	69	0	0	69	0	0	4	4	152	7:45
8:00	9	0	72	81	0	0	0	0	76	0	0	76	0	0	3	3	160	8:00
16:00	4	0	116	120	0	0	0	0	117	0	0	117	0	0	3	3	240	16:00
16:15	4	0	123	127	0	0	0	0	120	0	0	120	0	0	3	3	250	16:15
16:30	4	0	117	121	0	0	0	0	110	0	0	110	0	0	3	3	234	16:30
16:45	3	0	109	112	0	0	0	0	102	0	0	102	0	0	2	2	216	16:45
17:00	4	0	92	96	0	0	0	0	99	0	0	99	0	0	2	2	197	17:00
1 Hour Period Beginning	EB: DANIEL RD				WB:				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N,S, E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	3	0	72	75	0	0	0	0	54	0	0	459	0	0	8	300	834	7:00
A.M. Peak			PHF = 0.78				PHF =				PHF = 0.75				PHF = 0.74		0.78	A.M. Peak
16:15	4	0	123	127	0	0	0	0	120	0	0	385	0	0	3	343	855	16:15
P.M. Peak			PHF = 0.88				PHF =				PHF = 0.92				PHF = 0.90		0.92	P.M. Peak

Intersection: E-W: JOB CORPS
 N-S: FLOWING SPRING RD
 Location WV

Weather Dry
 Count By JJP
 Count Date 9/22/2006

File Name
 Input By JJP

15 Minute Period Beginning	EB:				WB: JOB CORPS				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N.S. E & W	15 Min. Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	0	0	0	0	4	0	9	13	0	77	4	81	11	49	0	60	154	7:00
7:15	0	0	0	0	6	0	16	22	0	89	7	96	16	63	0	79	197	7:15
7:30	0	0	0	0	7	0	12	19	0	69	6	75	17	62	0	79	173	7:30
7:45	0	0	0	0	7	0	10	17	0	50	10	60	12	55	0	67	144	7:45
8:00	0	0	0	0	8	0	7	15	0	39	8	47	15	43	0	58	120	8:00
8:15	0	0	0	0	9	0	4	13	0	40	9	49	9	40	0	49	111	8:15
8:30	0	0	0	0	4	0	3	7	0	33	6	39	11	37	0	48	94	8:30
8:45	0	0	0	0	6	0	4	10	0	36	7	43	9	36	0	45	98	8:45
A.M. Total	0	0	0	0	51	0	65	116	0	433	57	490	100	385	0	485	1091	A.M. Total
16:00	0	0	0	0	9	0	2	11	0	50	14	64	11	48	0	59	134	16:00
16:15	0	0	0	0	7	0	5	12	0	55	12	67	10	52	0	62	141	16:15
16:30	0	0	0	0	10	0	4	14	0	58	11	69	12	53	0	65	148	16:30
16:45	0	0	0	0	5	0	4	9	0	78	12	90	8	66	0	74	173	16:45
17:00	0	0	0	0	7	0	7	14	0	80	17	97	15	72	0	87	198	17:00
17:15	0	0	0	0	8	0	9	17	0	69	12	81	7	58	0	65	163	17:15
17:30	0	0	0	0	4	0	4	8	0	50	8	58	8	44	0	52	118	17:30
17:45	0	0	0	0	4	0	5	9	0	44	5	49	7	39	0	46	104	17:45
P.M. Total	0	0	0	0	54	0	40	94	0	484	91	575	78	432	0	510	1179	P.M. Total
1 Hour Period Beginning	EB:				WB: JOB CORPS				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N.S. E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	0	0	0	0	24	0	47	71	0	285	27	312	56	229	0	285	668	7:00
7:15	0	0	0	0	28	0	45	73	0	247	31	278	60	223	0	283	634	7:15
7:30	0	0	0	0	31	0	33	64	0	198	33	231	53	200	0	253	548	7:30
7:45	0	0	0	0	28	0	24	52	0	162	33	195	47	175	0	222	469	7:45
8:00	0	0	0	0	27	0	18	45	0	148	30	178	44	156	0	200	423	8:00
16:00	0	0	0	0	31	0	15	46	0	241	49	290	41	219	0	260	596	16:00
16:15	0	0	0	0	29	0	20	49	0	271	52	323	45	243	0	288	660	16:15
16:30	0	0	0	0	30	0	24	54	0	285	52	337	42	249	0	291	682	16:30
16:45	0	0	0	0	24	0	24	48	0	277	49	326	38	240	0	278	652	16:45
17:00	0	0	0	0	23	0	25	48	0	243	42	285	37	213	0	250	583	17:00
1 Hour Period Beginning	EB:				WB: JOB CORPS				NB: FLOWING SPRING RD				SB: FLOWING SPRING RD				N.S. E & W	1 Hour Period Beginning
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total		
7:00	0	0	0	0	24	0	47	71	0	285	27	312	56	229	0	285	668	7:00
A.M. Peak			PHF =				PHF =	0.81			PHF =	0.81			PHF =	0.90	0.85	A.M. Peak
16:30	0	0	0	0	30	0	24	54	0	285	52	337	42	249	0	291	682	16:30
P.M. Peak			PHF =				PHF =	0.79			PHF =	0.87			PHF =	0.84	0.86	P.M. Peak