

110005965

RETURNED TO: Colonial Green, L.C.

PG 0174 JL -5 11

Prepared by and Return to:

P.O. Box 10296

Blacksburg, VA 24062

Spotts Fain PC
P.O. Box 1555
Richmond, Virginia 23218
Attn: Brian T. Chase, Esq.

Tax Numbers: 1570101, 1570135, 1570136, 1570137, 1570138, 1570139, 1570140, 1570141, 1570142, 1570143, 1570144, 1570145, 1570146, 1570147, 1570148, 1570149, 1570150, 1570151, 1570152, 1570153, 1570154, 1570155, 1570156, 1570157

**SUPPLEMENTAL
DECLARATION
OF COVENANTS AND RESTRICTIONS
AND
AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
COLONIAL GREEN**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS AND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made as of the 5th day of July, 2011, by COLONIAL GREEN, LC, a Virginia limited liability company (hereinafter referred to as the "Developer"), and COLONIAL GREEN HOMEOWNER'S ASSOCIATION, a Virginia non-stock corporation (hereinafter referred to as the "Association"), provides as follows:

WITNESSETH:

WHEREAS, Developer is (or was) the owner of certain real property located in the City of Roanoke, Commonwealth of Virginia, containing approximately 15.582 acres and more particularly described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Developer desired to create on the Property a planned community, to be known as Colonial Green, with such community having a planned mix of land uses, including various housing types, limited local retail, office, or commercial uses, and permanent open spaces for the benefit of said community all in accordance with the terms and conditions of the Ordinance; and

WHEREAS, to effectuate the scheme of development and to provide for the preservation and enhancement of the property values, amenities, and the maintenance of certain land and improvements, the Developer subjected the Property to the terms and conditions of a certain Declaration of Covenants and Restrictions dated as of January 6, 2006, recorded January 10, 2006, in the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia, as Instrument Number 060000420 (the "Declaration"); and

WHEREAS, pursuant to Article II, Section 2(b) and Article X, Section 2(i) of the Declaration, the Developer reserved the right to unilaterally amend the Development Plan and, thereby, certain provisions of the Declaration related to the Development Plan; and

WHEREAS, pursuant to the terms of the Declaration, the Developer reserved the right to establish various "Neighborhoods" applicable to certain types of Lots sharing common features and/or to certain portions of the Property by filing one or more Supplemental Declarations. Developer now desires to establish a certain Townhouse Neighborhood (hereinafter defined) classification and to impose on the portions of the Property subjected to such Townhouse Neighborhood classifications certain additional covenants, restrictions, easements, conditions, and charges running with said real property, which shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and inuring to the benefit of each owner thereof; and

WHEREAS, Developer desires to amend, replace and restate the Development Plan and the Pattern Book in their entirety.

NOW, THEREFORE, Developer hereby declares that all of the following easements, restrictions, covenants, amendments and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest therein or in any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and that this Supplemental Declaration shall amend and supplement the Declaration as follows.

ARTICLE I DEFINITIONS

1. General Definitions. Unless otherwise defined herein, capitalized words and terms used herein shall have the meaning given to them in the Declaration, provided any such term not defined in the Declaration shall have the meaning given to it in the POA Act (as defined below).
2. Townhouse Neighborhood Definitions.
 - 2.1. "Class Townhouse Members" shall mean with respect to the supplemental provisions and assessments affecting the Townhouse Neighborhood, the Owners of the Townhouse Lots shall comprise a separate class of Members of the Association, designated as "Class Townhouse Members".
 - 2.2. "Townhouse Lots" shall mean and refer to any and all Lots designated as "Townhouse" in the Revised Development Plan (hereinafter defined) and shall be deemed to include any such additions thereto as may hereafter be brought within the jurisdiction of this Declaration either by designation a final subdivision plat comprising any portion of the Property or by the Developer filing a Supplemental Declaration designating a Lot as a "Townhouse".
 - 2.3. "Townhouse" shall mean a completed dwelling existing on a Townhouse Lot.
 - 2.4. "Townhouse Neighborhood" shall mean and refer to collectively each and every

Townhouse Lot comprising any portion of the Property.

2.5. **“Townhouse Neighborhood Assessment(s)”** shall mean the assessments and charges which may be imposed by the Association on one or more of the Townhouse Lots in accordance with the provisions hereof.

2.6. **“Townhouse Parcel”** shall mean that portion of the Property identified as “Lot 2A1” and “Lot 2Z1” on that certain subdivision plat entitled “Plat Showing Minor Subdivision of a Portion of Lot 2, Phase I, Colonial Green (6.353 Acres) (Tax Parcel 1570135 – M.B. 1 PGS. 2935-2938) Hereby Creating Lot 2A1 (10,646 SQ. FT.) & Lot 2Z1 (6.1083 ACRES) Situated on Colonial Green Circle, S.W., City of Roanoke, Virginia” dated February 22, 2011, prepared by Gay and Neel, Inc., which said subdivision plat recorded in the Clerk’s Office of the Circuit Court of the City of Roanoke, Virginia, as Instrument Number 110003725, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

2.7. **“Improved Townhouse Lot”**: the Townhouse Lots which have been granted a temporary or permanent certificate of occupancy by the appropriate municipal authority or have been occupied by a single family.

2.8. **“Unimproved Townhouse Lot”**: Lots intended to be Improved Townhouse Lots but have not yet been granted a temporary or permanent certificate of occupancy by the appropriate municipal authority and have not been occupied by a single family.

ARTICLE II

TOWNHOUSE NEIGHBORHOOD - SUPPLEMENTAL PROVISIONS

1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Townhouse Lot by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any Annual Assessments, Special Assessments, or Neighborhood Assessments as are established by the Declaration or this Supplemental Declaration, each as amended. All assessments, together with interest and costs of collection including reasonable attorney fees, shall constitute a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Every assessment, together with interest and costs of collection including reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass as a personal obligation to successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for any assessments by nonuse of the Common Area or abandonment of the Living Unit or Lot.
2. Purpose of Townhouse Neighborhood Assessments and Exterior Maintenance.
 - (a) The Townhouse Neighborhood Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Townhouse Neighborhood and for the limited maintenance of certain portions of the improvements situated upon the Townhouse Lots. Such Townhouse Neighborhood Assessments will be blended and applied to all Lots within the Townhouse

Neighborhood, and not for the benefit of certain Lots over others.

- (b) The Association shall provide limited maintenance for any dwellings located on any Townhouse Lot which is subject to assessment hereunder, which maintenance shall be limited to: (i) repairing, maintaining and/or replacing (except as the result of a casualty) in a commercially reasonable manner the roof shingles and felt, gutters and downspouts; (ii) siding maintenance, repair, and replacement; (iii) exterior painting maintenance of exterior face of doors, handrails, columns, porches, and decks; (iv) landscaping maintenance of mulch beds, grass areas, and snow removal on driveways and walkways for any Townhouse Lot on which a dwelling has been completed, which maintenance shall be limited to: periodic grass cutting, mulch replacement as determined by the Board of Trustees, leaf removal, and fertilization (using such chemicals and commercial lawn care products as are customarily used for residential developments), and snow removal on driveways and walkways when the accumulated snow fall exceeds two (2) inches and is not anticipated to melt within 24 hours following the end of the snow fall, and (v) repairing, maintaining and/or replacing that portion of the water and sewer pipes, conduits and utilities starting from the lot line of each Townhouse Lot and ending at the municipal main, provided that such repair, maintenance and/or replacement is not due to the negligence or willful misconduct of a specific Owner, such Owner's family, guests, permittees, or invitees, in which case such Owner shall be responsible for all costs of such repair, maintenance and/or replacement.
- (c) The Owner of any Townhouse Lot shall be solely responsible for (i) repairing, maintaining and/or replacing any and all other exterior building surfaces and components including windows, doors, exterior lights, stoops, steps, sidewalks, driveways, patios and other exterior improvements, (ii) all other components of the improvements, it being expressly understood that the Association has no responsibility for any defect in any construction or for any maintenance of any other portion of the Townhouse Lots, and (iii) maintaining all other landscaping, plant beds, trees, shrubs, mulch, mailbox, etc. If the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, their family, guests, permittees, or invitees, the cost of such maintenance, repair, or replacement shall be added to and become a part of the assessment to which such Townhouse Lot is subject.
- (d) For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after written notice to the owner at least two (2) days in advance, to enter upon any Townhouse Lot or exterior of any residence upon a Townhouse Lot at reasonable hours of any day except the Occupant's day of worship provided, however, that no prior notice shall be required for landscaping maintenance and snow removal or in the event of an emergency, but the Association shall endeavor to provide as much prior notice as reasonably possible under the emergency circumstances.

3. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first Improved Townhouse Lot to an Owner other than Developer, the maximum annual Townhouse Neighborhood Assessment shall be \$1,000.00 per Improved Townhouse

Lot.

(b) The maximum annual Townhouse Neighborhood Assessment imposed on Townhouse Lots pursuant to this Supplement Declaration shall be in addition to the maximum annual General Assessment that may be imposed on such Townhouse Lots in accordance with the terms and conditions of the Declaration.

(c) From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual Townhouse Neighborhood Assessment may be increased each year by the Board of Trustees above the maximum assessment for the previous year, without a vote of the membership, by the greater of ten percent (10%) or the percentage increase over the previous year ended December 31 in the Consumer Price Index, or equivalent, as published by the U.S. Department of Labor; such increase shall become effective the first day of the next fiscal year.

(d) From and after the first day of the fiscal year immediately following the conveyance of the first Townhouse Lot to any Owner, the maximum annual Townhouse Neighborhood Assessment may be increased above the amount which can be set by the Board of Trustees with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of the Owners of the Townhouse Lots of a Quorum of Class Townhouse Members.

(e) The Board of Trustees may fix the annual Townhouse Neighborhood Assessment and at an amount not in excess of the maximum.

(f) The maximum annual Townhouse Neighborhood Assessment for an Unimproved Townhouse Lot shall be twenty-five percent (25%) of the maximum annual Townhouse Neighborhood Assessment rate for an Improved Townhouse Lot, pursuant to Article V, Section 4(a) of the Declaration.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above and in addition to, and not in limitation of, such other special assessments as may be authorized by applicable law (the POA Act, for example), the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of any capital improvements required to be made by the Association on any Townhouse Lot, provided that any such special assessment shall be approved by the consent of the Class B Member during the Developer Control Period, and sixty seven percent (67%) of the Class Townhouse Members (as defined below) of a Quorum of Class Townhouse Members.

5. Voting Rights for Class Townhouse: Notice and Quorum for Any Action.

(a) The Class Townhouse Members shall be entitled to one (1) vote for each Townhouse Lot owned. Class A Members (unless also being a Class Townhouse Member) shall have no right to vote on Townhouse Neighborhood matters as provided in this Supplement Declaration. The Class B Member during the Developer Control Period must consent to any action taken by any vote on Townhouse Neighborhood matters as provided in the Declaration. Only one (1) vote may be cast per Townhouse Lot, notwithstanding the number of Class Townhouse Members owning any one

Townhouse Lot.

- (b) Written notice of any meeting called for the purpose of taking any action shall be sent to the Class B Member during the Developer Control Period and all Owners of the Townhouse Lots not less than ten (10) days, or more than sixty (60) days in advance of the meeting.

6. Assessments.

- (a) Both annual and special assessments may be collected on a monthly, bi-monthly, quarterly, semi-annual, or annual basis.
- (b) Date of Commencement of Annual Assessments; Due Dates. Such annual assessments shall commence as to all Townhouse Lots on the first day of the month following the date upon which the Developer conveys the first Townhouse Lot to an Owner. The first annual assessment shall be adjusted pro rata according to the number of months remaining in the fiscal year. The Board of Trustees shall fix the amount of the annual assessment against each Townhouse Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Townhouse Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Townhouse Lot is binding upon the Association as of the date of its issuance.

7. Party Walls; Insurance.

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Townhouse Lots and placed on the dividing line between the Townhouse Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with Paragraph (f) of Section 7 of this Article II.
- (c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration of the party wall in proportion to such use without prejudice to the right of any such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who

by their negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- (e) **Right to Contribution Runs with Land.** The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the Owner's Townhouse Lot and shall pass to such Owner's successors in title.
- (f) **Arbitration.** Upon any dispute arising concerning a party wall, or under the provisions of this Article, the parties may choose to resolve such dispute through binding arbitration. In such case, the Board of Trustees shall act as the arbitrator. However, if either party objects to the Board of Trustees acting as the arbitrator, then each party shall choose one arbitrator, and the two chosen arbitrators shall select one additional arbitrator, and the decision shall be by a majority of all the arbitrators. All arbitrators shall be chosen from a panel of arbitrators named by the Board of Trustees. If the parties fail to use the Board of Trustees as the arbitrator, the fees of the arbitrators used shall be borne by the parties, and the arbitrators may elect to award the prevailing party the right to contribution for such fees from the non-prevailing party.
- (g) **Fire Insurance.** Each Owner shall maintain fire insurance with extended coverage endorsement (or more extensive insurance) covering the improvements on the Townhouse Lot owned by him. Each Owner covenants and agrees that it (i) shall obtain an insurance policy that names the Association as an "Additional Insured" and provide the Association with certificates of insurance reflecting such coverage, which is required to be in force at all times, or (ii) hereby waives and forever releases any and all responsibility or obligation of the Association to restore any portion of the Townhouse Lot or the improvements thereon following a casualty.

8. Easements.

- (a) **Overhanging Roofs and Eaves.** Each Townhouse Lot and its Owner is hereby declared to have an easement and such easement is hereby granted by the Developer, over each adjoining Lot for over-hanging roofs and eaves attached to improvements on the Townhouse Lot; provided, however, that such encroachments may not exceed two (2) feet.
- (b) **Duties of the Association.** There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration.
- (c) **Hedges and Fences.** Each Townhouse Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Developer, for encroachments on adjoining Townhouse Lots due to hedges or above ground fences belonging to such Townhouse Lot, to the extent such hedge or above ground fence encroaches on adjoining Townhouse Lots. Notwithstanding the foregoing, no fence shall be erected or placed without the approval of the appropriate Design Review Committee.
- (d) **Priority of Easements.** Each of the above easements shall be deemed to have been established upon the recordation of this Supplemental Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the

Townhouse Lots, superior to all other encumbrances which may hereafter be applied against or in favor of the Townhouse Lots or any portion thereof.

9. Designation as Alley Service Lots. All Townhouse Lots are hereby confirmed and designated as "Alley Service Lots" (as defined in the Declaration).

ARTICLE III DEVELOPMENT PLAN AND PATTERN BOOK AMENDMENTS

1. Development Plan. The Development Plan attached to the Declaration as Exhibit B is hereby deleted in its entirety and replaced with that certain development plan entitled "Colonial Green Development Illustrative Master Plan" dated May 3, 2011, prepared by Hill Studio, a copy of which is attached to this Supplemental Declaration and made a part hereof as **Exhibit C** (the "Revised Development Plan"). All references in the Declaration to the Development Plan shall refer to the Revised Development Plan.
2. Pattern Book. The Pattern Book attached to the Declaration as Exhibit C is hereby deleted in its entirety and replaced with that certain Development Pattern Book, Colonial Green, Revised November 4, 2010, a copy of which is attached to this Supplemental Declaration and made a part hereof as **Exhibit D** (the "Revised Pattern Book"). All references in the Declaration to the Pattern Book shall refer to the Revised Pattern Book.

ARTICLE IV GENERAL PROVISIONS

1. Applicability of Declaration. This Supplemental Declaration shall be deemed a "Supplementary Declaration" as defined in the Declaration. The Declaration imposes a comprehensive scheme of restrictions upon all property in Colonial Green, which restrictions include architectural controls and building standards designed to ensure a uniform high quality of construction and aesthetic appearance. The Declaration has created an architectural control authority, approval from which is required for all building, exterior design and landscaping plans.
2. Enforcement. Developer, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Developer, the Association or any Owner bringing suit prevails, such Owner shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
3. Invalidation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
4. Term. The covenants and restrictions of this Declaration shall run with the land and bind the Properties subjected to Neighborhood designations and be in full force and effect in perpetuity unless amended as provided below or terminated as provided in the Declaration.

5. Declaration. Excepted as amended and supplanted hereby, the Declaration shall remain in full force and effect and all provisions of the Declaration shall apply to the Townhouse Lots created hereunder.

6. Amendment. The provisions of this section shall not be construed to lessen the unilateral rights given to the Developer under the Declaration to amend the Declaration or a Supplemental Declaration without the approval or joinder of any Class A Members. The approval of the Owners required to amend this Supplemental Declaration shall be deemed to refer only to the Class Townhouse Members owning Lots subject to this Supplemental Declaration. This Supplemental Declaration may be amended by an instrument approved by at least sixty-seven percent (67%) of the Class Townhouse Members. Any amendment must be recorded in the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia and must either be signed by at least sixty-seven percent (67%) of the Class Townhouse Members or have appended to it an acknowledged certificate of the secretary of the Association that the amendment has been approved as required hereby

[Signatures to Follow]

IN WITNESS WHEREOF, the undersigned Declarant and the Association have caused this Supplemental Declaration to be executed as of the date first above written.

DEVELOPER:

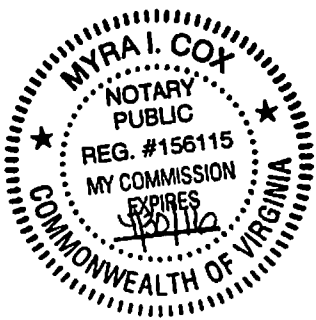
COLONIAL GREEN, LC,
a Virginia limited liability company

By: Joyce L. Graham (SEAL)
Joyce L. Graham, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 1st day of May, 2011, by, Joyce L. Graham, as Manager of COLONIAL GREEN, LC, a Virginia limited liability company, on behalf of said limited liability company.

My Commission Expires: April 30, 2016



Myra I. Cox
Notary Public

ASSOCIATION:


COLONIAL GREEN HOMEOWNER'S
ASSOCIATION, a Virginia non-stock corporation

By: 
Eric Sallee, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ~~Roman~~ Montgomery

The foregoing instrument was acknowledged before me this 1st day of ~~May~~ ^{July} 2011, by, Eric Sallee, as President of COLONIAL GREEN HOMEOWNER'S ASSOCIATION, a Virginia non-stock corporation, on behalf of said non-stock corporation.

My Commission Expires: April 30, 2016


Notary Public

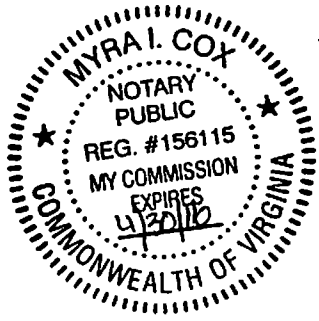


EXHIBIT A

Description of Property

That certain parcel of real estate containing 15.582 acres, more or less, designated as Parcel "D", as more particularly shown on the Plat entitled, "Plat of Survey for the City of Roanoke, Virginia. Subdividing Parcel "B-1" (M.B. Pgs. 2768 & 2769) Hereby Creating Parcel "D" (15.581 Acres & Parcel "E" (8.164 Acres) Situated on Colonial Avenue, S.W., City of Roanoke, Virginia" prepared by Gay and Keese, Incorporated, dated March 28, 2005, recorded in Map Book 1, at pages 2884 and 2885, incorporated by reference and made a part hereof (the "Plat").

EXHIBIT B

See Attached Subdivision Plat

LINE	BEARING	DISTANCE
U	S 89°57'00" W	64.0'
V	S 89°57'00" W	31.0'
W	S 89°57'00" W	71.54'
X	S 89°57'00" W	28.12'
Y	S 89°57'00" W	28.12'
Z	S 89°57'00" W	11.00'
AA	S 89°57'00" W	40.27'
AB	S 89°57'00" W	20.27'
AC	S 89°57'00" W	21.57'
AD	S 89°57'00" W	13.57'
AE	S 89°57'00" W	13.57'
AF	S 89°57'00" W	13.57'
AG	S 89°57'00" W	13.57'
AH	S 89°57'00" W	13.57'
AI	S 89°57'00" W	13.57'
AJ	S 89°57'00" W	13.57'
AK	S 89°57'00" W	13.57'
AL	S 89°57'00" W	13.57'
AM	S 89°57'00" W	13.57'
AN	S 89°57'00" W	13.57'
AO	S 89°57'00" W	13.57'
AP	S 89°57'00" W	13.57'
AQ	S 89°57'00" W	13.57'
AR	S 89°57'00" W	13.57'
AS	S 89°57'00" W	13.57'
AT	S 89°57'00" W	13.57'
AU	S 89°57'00" W	13.57'
AV	S 89°57'00" W	13.57'
AW	S 89°57'00" W	13.57'
AX	S 89°57'00" W	13.57'
AY	S 89°57'00" W	13.57'
AZ	S 89°57'00" W	13.57'
BA	S 89°57'00" W	13.57'
BB	S 89°57'00" W	13.57'
BC	S 89°57'00" W	13.57'
BD	S 89°57'00" W	13.57'
BE	S 89°57'00" W	13.57'
BF	S 89°57'00" W	13.57'
BG	S 89°57'00" W	13.57'
BH	S 89°57'00" W	13.57'
BI	S 89°57'00" W	13.57'
BJ	S 89°57'00" W	13.57'
BK	S 89°57'00" W	13.57'
BL	S 89°57'00" W	13.57'
BM	S 89°57'00" W	13.57'
BN	S 89°57'00" W	13.57'
BO	S 89°57'00" W	13.57'
BP	S 89°57'00" W	13.57'
BQ	S 89°57'00" W	13.57'
BR	S 89°57'00" W	13.57'
BS	S 89°57'00" W	13.57'
BT	S 89°57'00" W	13.57'
BU	S 89°57'00" W	13.57'
BV	S 89°57'00" W	13.57'
BW	S 89°57'00" W	13.57'
BX	S 89°57'00" W	13.57'
BY	S 89°57'00" W	13.57'
BZ	S 89°57'00" W	13.57'
CA	S 89°57'00" W	13.57'
CB	S 89°57'00" W	13.57'
CC	S 89°57'00" W	13.57'
CD	S 89°57'00" W	13.57'
CE	S 89°57'00" W	13.57'
CF	S 89°57'00" W	13.57'
CG	S 89°57'00" W	13.57'
CH	S 89°57'00" W	13.57'
CI	S 89°57'00" W	13.57'
CJ	S 89°57'00" W	13.57'
CK	S 89°57'00" W	13.57'
CL	S 89°57'00" W	13.57'
CM	S 89°57'00" W	13.57'
CN	S 89°57'00" W	13.57'
CO	S 89°57'00" W	13.57'
CP	S 89°57'00" W	13.57'
CQ	S 89°57'00" W	13.57'
CR	S 89°57'00" W	13.57'
CS	S 89°57'00" W	13.57'
CT	S 89°57'00" W	13.57'
CU	S 89°57'00" W	13.57'
CV	S 89°57'00" W	13.57'
CW	S 89°57'00" W	13.57'
CX	S 89°57'00" W	13.57'
CY	S 89°57'00" W	13.57'
CZ	S 89°57'00" W	13.57'
DA	S 89°57'00" W	13.57'
DB	S 89°57'00" W	13.57'
DC	S 89°57'00" W	13.57'
DD	S 89°57'00" W	13.57'
DE	S 89°57'00" W	13.57'
DF	S 89°57'00" W	13.57'
DG	S 89°57'00" W	13.57'
DH	S 89°57'00" W	13.57'
DI	S 89°57'00" W	13.57'
DJ	S 89°57'00" W	13.57'
DK	S 89°57'00" W	13.57'
DL	S 89°57'00" W	13.57'
DM	S 89°57'00" W	13.57'
DN	S 89°57'00" W	13.57'
DO	S 89°57'00" W	13.57'
DP	S 89°57'00" W	13.57'
DQ	S 89°57'00" W	13.57'
DR	S 89°57'00" W	13.57'
DS	S 89°57'00" W	13.57'
DT	S 89°57'00" W	13.57'
DU	S 89°57'00" W	13.57'
DV	S 89°57'00" W	13.57'
DW	S 89°57'00" W	13.57'
DX	S 89°57'00" W	13.57'
DY	S 89°57'00" W	13.57'
DZ	S 89°57'00" W	13.57'
EA	S 89°57'00" W	13.57'
EB	S 89°57'00" W	13.57'
EC	S 89°57'00" W	13.57'
ED	S 89°57'00" W	13.57'
EE	S 89°57'00" W	13.57'
EF	S 89°57'00" W	13.57'
EG	S 89°57'00" W	13.57'
EH	S 89°57'00" W	13.57'
EI	S 89°57'00" W	13.57'
EJ	S 89°57'00" W	13.57'
EK	S 89°57'00" W	13.57'
EL	S 89°57'00" W	13.57'
EM	S 89°57'00" W	13.57'
EN	S 89°57'00" W	13.57'
EO	S 89°57'00" W	13.57'
EP	S 89°57'00" W	13.57'
EQ	S 89°57'00" W	13.57'
ER	S 89°57'00" W	13.57'
ES	S 89°57'00" W	13.57'
ET	S 89°57'00" W	13.57'
EU	S 89°57'00" W	13.57'
EV	S 89°57'00" W	13.57'
EW	S 89°57'00" W	13.57'
EX	S 89°57'00" W	13.57'
EY	S 89°57'00" W	13.57'
EZ	S 89°57'00" W	13.57'
FA	S 89°57'00" W	13.57'
FB	S 89°57'00" W	13.57'
FC	S 89°57'00" W	13.57'
FD	S 89°57'00" W	13.57'
FE	S 89°57'00" W	13.57'
FF	S 89°57'00" W	13.57'
FG	S 89°57'00" W	13.57'
FH	S 89°57'00" W	13.57'
FI	S 89°57'00" W	13.57'
FJ	S 89°57'00" W	13.57'
FK	S 89°57'00" W	13.57'
FL	S 89°57'00" W	13.57'
FM	S 89°57'00" W	13.57'
FN	S 89°57'00" W	13.57'
FO	S 89°57'00" W	13.57'
FP	S 89°57'00" W	13.57'
FQ	S 89°57'00" W	13.57'
FR	S 89°57'00" W	13.57'
FS	S 89°57'00" W	13.57'
FT	S 89°57'00" W	13.57'
FU	S 89°57'00" W	13.57'
FV	S 89°57'00" W	13.57'
FW	S 89°57'00" W	13.57'
FX	S 89°57'00" W	13.57'
FY	S 89°57'00" W	13.57'
FZ	S 89°57'00" W	13.57'
GA	S 89°57'00" W	13.57'
GB	S 89°57'00" W	13.57'
GC	S 89°57'00" W	13.57'
GD	S 89°57'00" W	13.57'
GE	S 89°57'00" W	13.57'
GF	S 89°57'00" W	13.57'
GG	S 89°57'00" W	13.57'
GH	S 89°57'00" W	13.57'
GI	S 89°57'00" W	13.57'
GJ	S 89°57'00" W	13.57'
GK	S 89°57'00" W	13.57'
GL	S 89°57'00" W	13.57'
GM	S 89°57'00" W	13.57'
GN	S 89°57'00" W	13.57'
GO	S 89°57'00" W	13.57'
GP	S 89°57'00" W	13.57'
GQ	S 89°57'00" W	13.57'
GR	S 89°57'00" W	13.57'
GS	S 89°57'00" W	13.57'
GT	S 89°57'00" W	13.57'
GU	S 89°57'00" W	13.57'
GV	S 89°57'00" W	13.57'
GW	S 89°57'00" W	13.57'
GX	S 89°57'00" W	13.57'
GY	S 89°57'00" W	13.57'
GA	S 89°57'00" W	13.57'

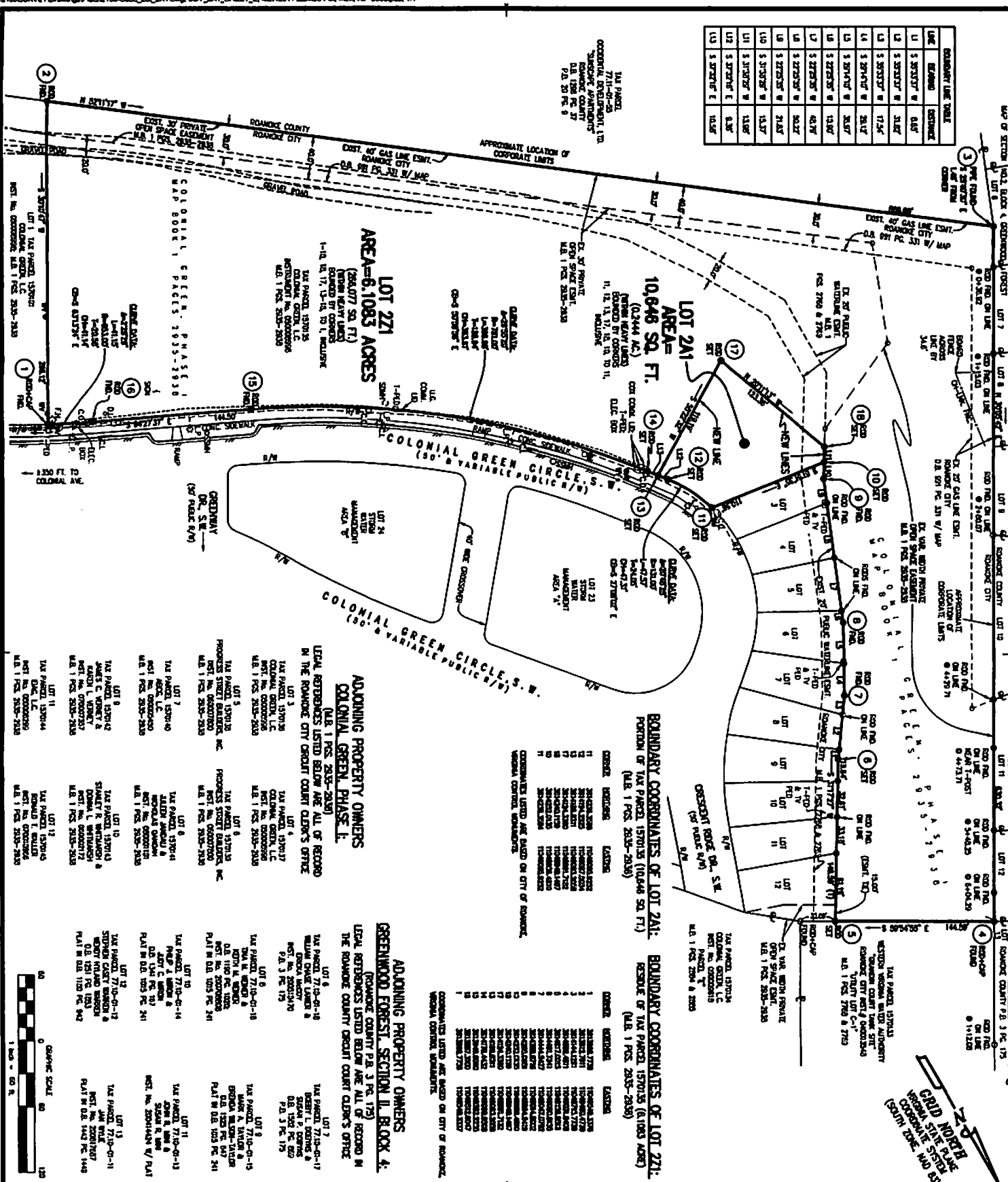
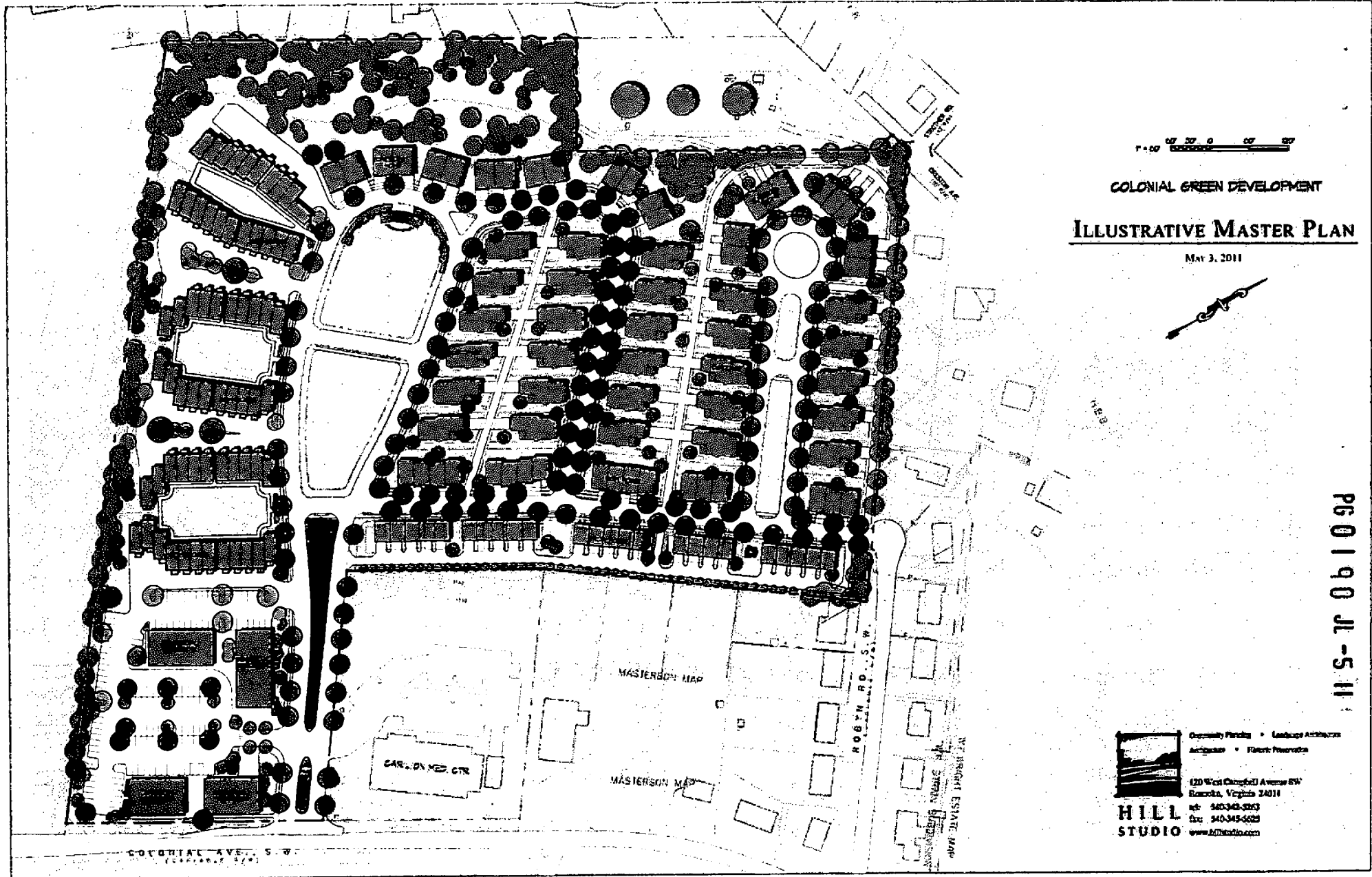


EXHIBIT C

See Attached Revised Development Plan

Exhibit C



COLONIAL GREEN DEVELOPMENT

ILLUSTRATIVE MASTER PLAN

May 3, 2011



PG 0190 JL-S-11



**HILL
STUDIO**

Community Planning • Landscape Architecture
Architecture • Historic Preservation

(20 West Campbell Avenue SW
Roanoke, Virginia 24011

tel: 940-349-3353
fax: 940-349-6628
www.hillstudio.com

PG 0191 JL-5 II

EXHIBIT D

See Attached Revised Pattern Book

Development Pattern Book



Colonial Green

A Traditional Neighborhood Development
Roanoke, Virginia

Revised
November 4, 2010

Colonial Green Development Pattern Book

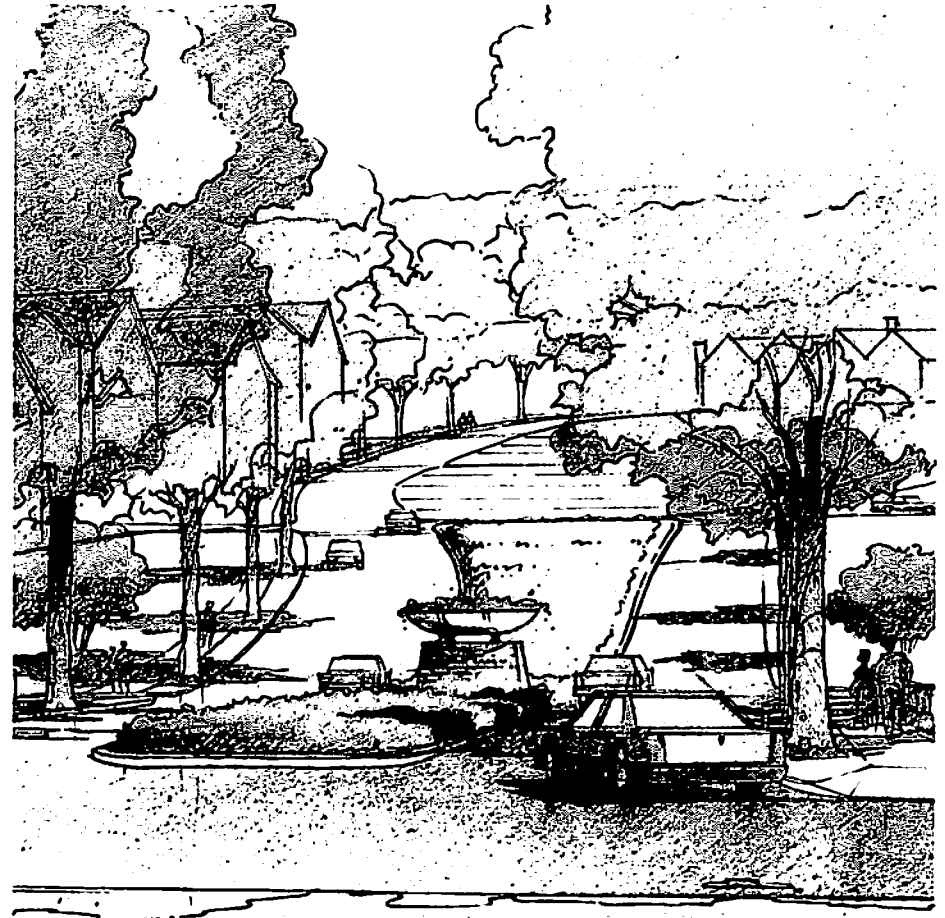
USE OF THIS PATTERN BOOK

This pattern book is intended to provide homeowners and other interested parties with important housing and development information on Colonial Green. The developers of Colonial Green have adopted lot and architectural standards for the community. In addition to this book, the homeowner should reference Colonial Green Homeowners Association documents and property deed restrictions. The photographs and sketches shown provide examples of some of Roanoke's best traditional architecture. The new construction in Colonial Green will draw from this inspiration, but will not necessarily replicate the exact details shown in the photographs.

Colonial Green Development Pattern Book

VISION FOR A NEW NEIGHBORHOOD

Inspired by the patterns of Roanoke's early 20th Century pedestrian-friendly neighborhoods, Colonial Green successfully integrates traditional neighborhood home designs and development patterns with the scenic character and resources of the site. By combining reliable traditional design principles with new technology and materials, Colonial Green will become one of Roanoke's most vibrant and desirable new neighborhood locations.



Designed around a common green, the neighborhood provides a variety of housing types including single family houses, townhouses and live-work units.

PG 0194 JL-S 11

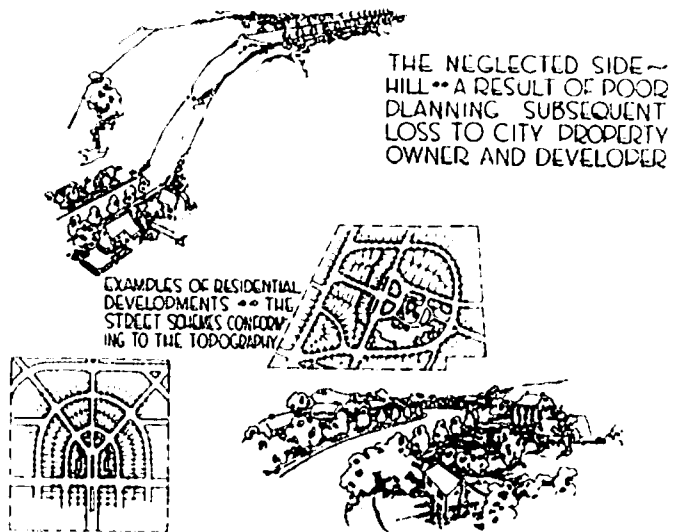
A NEW NEIGHBORHOOD DESIGNED IN THE ROANOKE TRADITION

Roanoke is endowed with a number of vibrant neighborhoods designed during the first quarter of the 20th century. Many of these older neighborhoods were influenced by the foresight of renowned landscape architect and planner, John Nolen, who studied the development of Roanoke during its early years and prepared the City's early Comprehensive Plans in 1907 and 1928. Nolen's careful neighborhood planning and contextual design principles continue to inspire citizens, governmental officials, and developers to create livable communities that promote quality architecture, harmony with the natural environment, close proximity to schools, parks and support services, and attractive public facilities and spaces.

PROPERTY DEVELOPMENT

A DEVELOPMENT IS OFTEN A SUCCESS OR FAILURE DEPENDING ON WHETHER OR NOT THE STREET SCHEME LENDS ITSELF TO THE TOPOGRAPHY. THERE MUST BE A RELATION BETWEEN IT AND THE ADJOINING PROPERTY AND TO THE CITY THOROUGHFARE SYSTEM. HOUSE SITES SHOULD BE CAREFULLY LOCATED AND ALL BUILDING WISELY RESTRICTED. ALL SUBDIVISIONS SHOULD BE SUBJECT TO MUNICIPAL SUPERVISION. * * * * *

The developers of Colonial Green are committed to creating a neighborhood that sets a new standard for attractive, high-quality housing that is appealing to residents of all ages. As seen in many of Nolen's early neighborhood plans, Colonial Green radiates from a large green that forms the core of the neighborhood. This "tear-drop" shaped green provides common open space and provides the foreground for dramatic views of the distant ridges. Pedestrian amenities throughout the neighborhood include tree-lined streets and sidewalks that link common areas and residential homes. The architectural themes of the homes in the neighborhood reflect some of Roanoke's most popular styles – Colonial Revival, Tudor, Craftsman and Folk Victorian.



Nolen Design Elements from 1928 Comprehensive Plan

Colonial Green Development Pattern Book

HOUSING TYPES

The Colonial Green neighborhood offers four different housing types: cottages, crescent homes, rowhouses, and townhouses. These different types of residential living are described in the following paragraphs. For each of these four housing options, specific site development standards, materials, and colors have been adopted. Architectural styles also have been selected for Colonial Green that are representative of Roanoke's traditional architecture.

Cottages

Single family cottage lots are centrally located in the community. All of the cottage lots slope toward the southeast, providing sunny spaces in the backyards and kitchen areas. Alleys are provided behind the houses so that service activities can be oriented toward the backyards. All driveways, parking and garages are in the rear in accordance with preferred traditional neighborhood design principals. Adopted design standards ensure that backyards are attractive and the neighborhood character is preserved.

Crescent Homes and Rowhouses

Two additional styles of homes are planned in separate groupings in the neighborhood. Crescent Homes are clustered at the top of the northern ridge to take advantage of the spectacular panoramic vistas of the valley and the common green. These prestigious homes are destined to become some of the most desirable in the community. Rowhouses offer a second housing option for residents and are sited along the southern borders of the community. The Rowhouses will serve to create a link to familiar urban settings with their traditional facades, tree-line sidewalks, and classical compositions. Various parking arrangements will be available to homeowners.

Townhouses

Colonial Green Townhouses are sited in "U-shaped" arrangements along the western edge of the site and focus around a common terraced green and central courtyard. One, two and/or three bedroom units are contained within buildings sited to fit the contours of the property and take full advantage of the views to the east and south. Resident parking is located underneath the residential housing for convenience, security and increased yard spaces.

Commercial or Commercial/Residential Space

Multi-story buildings adjacent to Colonial Avenue offer flexible, mixed-use space for residents desiring close proximity to businesses and neighborhood commercial services. Housing can be provided on the upper floors with commercial uses such as boutiques, coffee shops, and other businesses provided on the first and second floors. Opportunities for small offices exist on both the main and upper floors. Residents may find this shared residential/commercial space an ideal location for a business-living arrangement.

Colonial Green Development Pattern Book

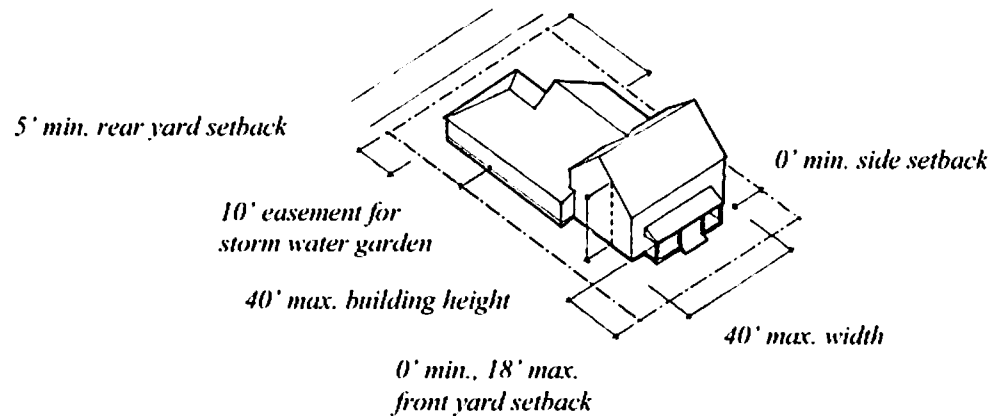
PLACEMENT OF DEVELOPMENT ON LOTS

Housing types within Colonial Green have specific requirements for building setback lines, yard depths, and maximum lot coverage. These standards are described and illustrated below.

Cottages

The following requirements apply to development on Single Family Cottage Lots:

- Front yard setback: 0 feet minimum to 18 feet maximum
- Side yard setback: 0 feet minimum; 10 foot easement for storm water management rain garden between lots
- Rear yard setback: 5 feet minimum
- Maximum Lot coverage: 50% (not including paved parking and driveways)
- Building height: 40 feet maximum
- Building width: 40 feet maximum width, not including side porches
- Parking & Driveways: Alley access where available

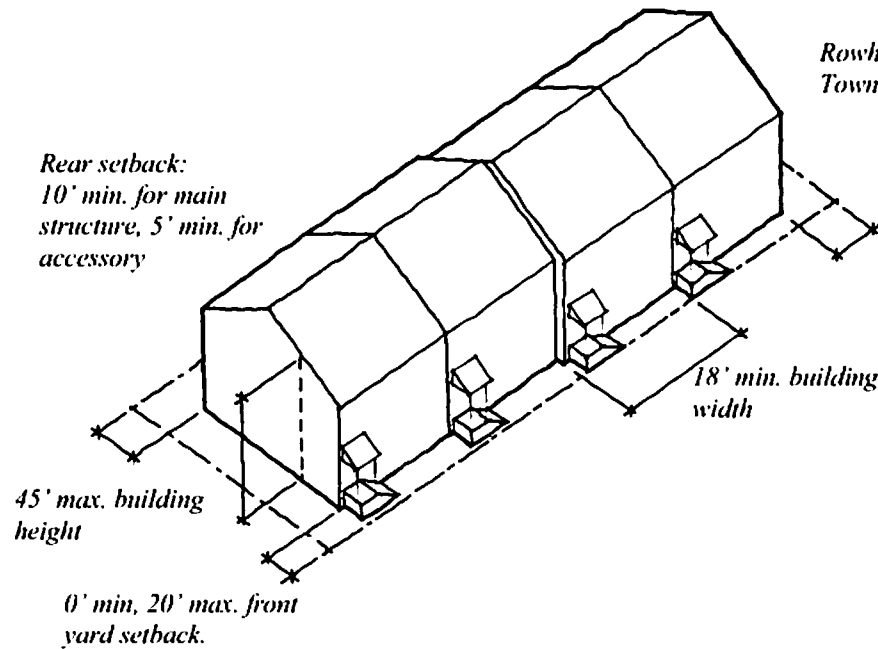


Colonial Green Development Pattern Book

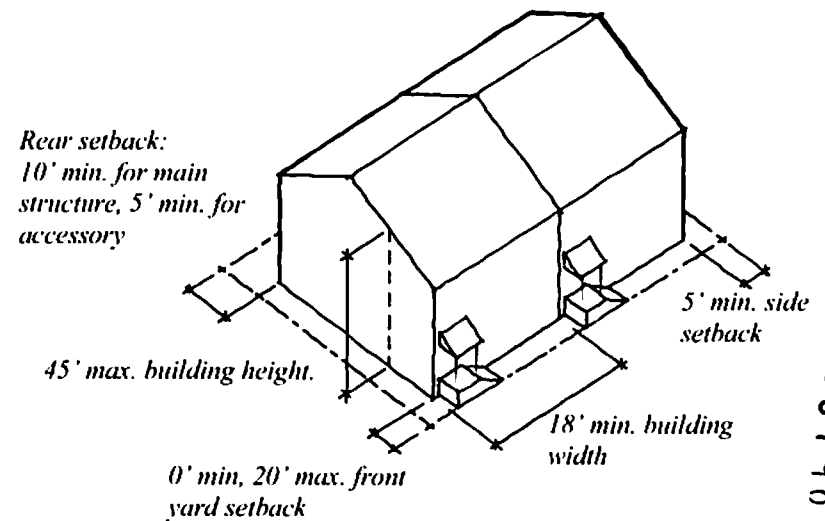
Crescent Homes, Rowhouses and Townhouses

The following requirements apply to development on lots for single family Crescent Homes, Rowhouses and Townhouses:

- Front yard setback: 0 feet minimum to 20 feet maximum
- Side yard setback, Rowhouses & Crescent Homes: 0 feet, unless between a unit grouping where 5 feet minimum applies
- Side yard setback, Townhouses: 0 feet unless between a unit grouping where 3 feet minimum applies
- Rear yard setback: 10 feet minimum for main structure and 5 feet for accessory structures or attached garage
- Building height: 45 feet maximum
- Building width: 18 feet minimum width for each unit
- Parking & Driveways: Alley access where available



Rowhouses and Townhouses



Crescent Homes

Colonial Green Development Pattern Book

Commercial or Commercial/Residential Development

The following requirements apply to the development of the mixed-use buildings offering residential and commercial opportunities:

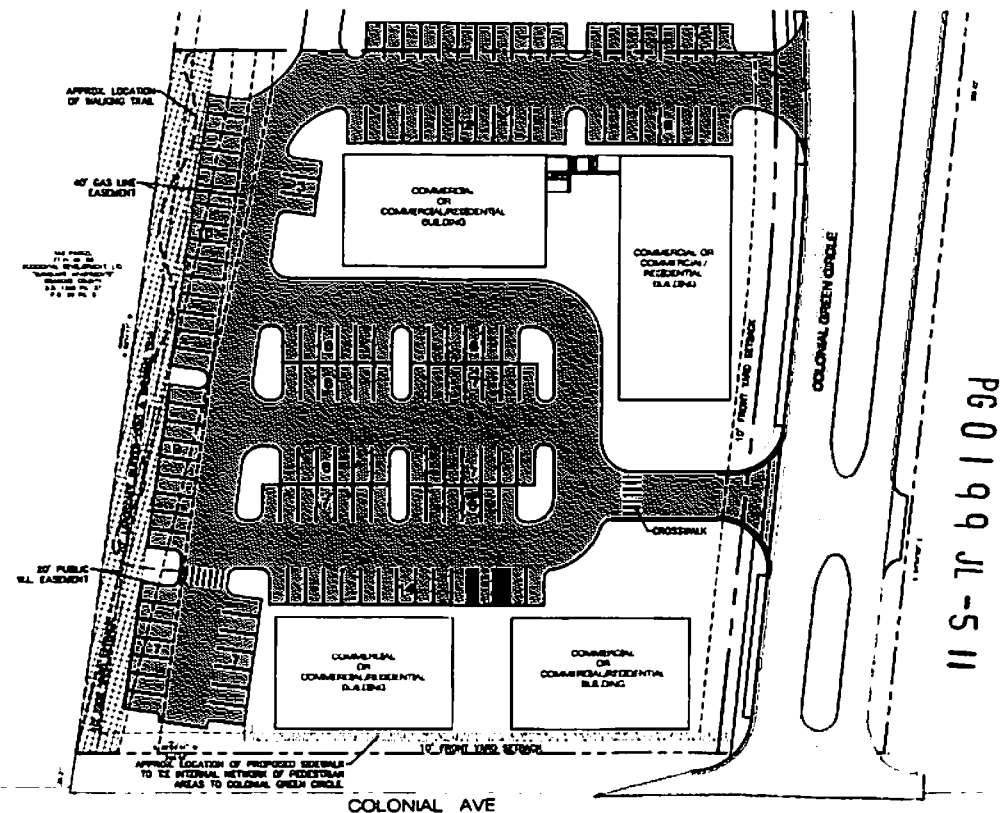
- Front yard setback: 10 feet minimum from Colonial Green Parkway; 10 feet minimum setback from Colonial Avenue, except that awnings, canopies, overhangs, lighting fixtures, patios, balconies, railings, and other architectural details shall be permitted within the setback area.
- Side yard setback: 10 feet minimum
- Maximum Lot coverage: 50% (not including paved parking and driveways)
- Building height: 60 feet maximum
- Parking: Landscaped surface parking; parking varies according to land use

Development Standards:

The commercial development at Colonial Green will exemplify a traditional, neighborhood style, while including a strong network of internal pedestrian areas and sidewalks within the development. While primary entry points will be located toward the parking areas, Colonial Avenue street facades will be designed with welcoming, pedestrian-scaled details and finishes.

Commercial buildings fronting on Colonial Avenue and Colonial Green Circle shall have a minimum 30% glazing on the first floor of the façade facing the street. A sidewalk shall be constructed adjacent to Colonial Avenue to connect Colonial Green Circle to the South Western most parking lot as indicated on the Master Plan.

Exterior HVAC units and other exterior equipment or apparatus serving the building shall be screened from Colonial Avenue and Colonial Green Circle. Screening shall consist of either landscape material, architectural screen that matches the finish of the buildings, or a combination of the two.

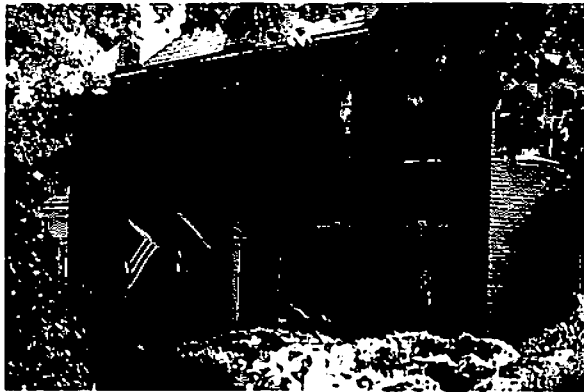


Colonial Green Development Pattern Book

ARCHITECTURAL STYLES AND DESIGN STANDARDS

The design of Colonial Green is based on Roanoke's traditional architectural patterns of the early 20th Century. To create a cohesive and complementary neighborhood environment while reflecting Roanoke's traditional architecture, the developer of Colonial Green has selected four architectural styles for construction in the new neighborhood: Colonial Revival, Tudor, Craftsman, and Folk Victorian. These architectural styles were constructed in the early neighborhoods of Roanoke and provide Colonial Green with a timeless link and a sense of place for the neighborhood. Each of these architectural styles is discussed in greater detail on the following pages.

Colonial Revival



Tudor



Craftsman



Folk Victorian



Recommended Reference: *A Field Guide to American Houses* by Virginia and Lee McAlester

Colonial Green Development Pattern Book

COLONIAL REVIVAL

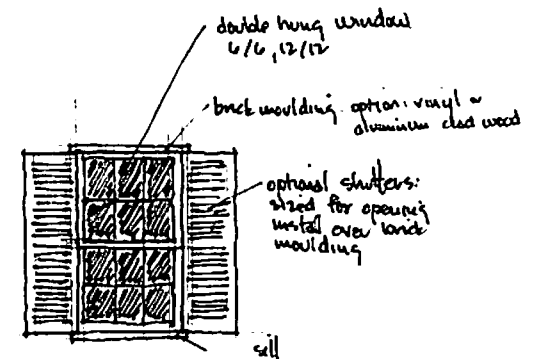
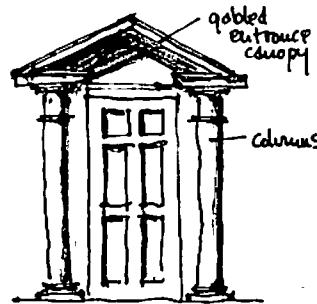
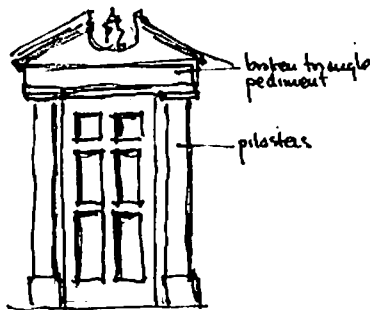


History and Character

Popular in Roanoke and around the country for the first half of the 20th Century, Colonial Revival architecture continues to be a favorite of many homeowners. Its classic details and dimensions can be found throughout Roanoke's most treasured neighborhoods. Named for a renewed interest in early colonial architecture, the style became popular at the turn of the century by architects who used traditional architectural styles of the past to create new landmark buildings. Typical contributing features of the style include:

- ❖ Typically a two story building, usually symmetrical in composition
- ❖ Steeply pitched roof with side gables
- ❖ Prominent front door, usually with fanlight or sidelight windows and a decorative entry
- ❖ One story, detailed porch over entry, usually with columns
- ❖ Balanced rectangular window patterns, typically double-hung sashes with multi-panes (6-12); sometimes paired

Examples of Details:



PG 0201 JL-5 11

Colonial Green Development Pattern Book

TUDOR

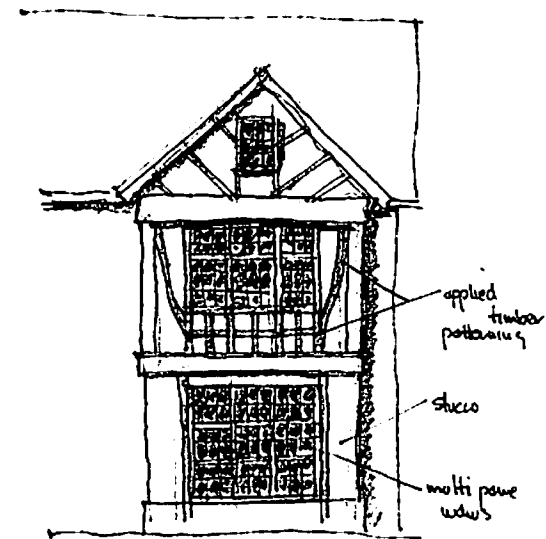
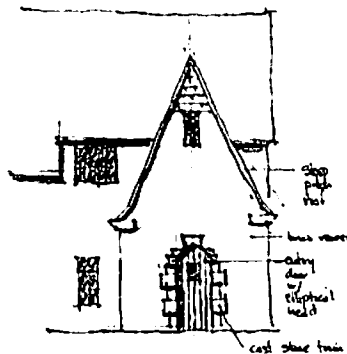
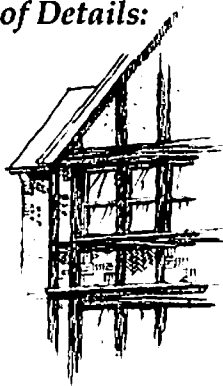


History and Character

Roanoke has a particular affinity for the Tudor style, as seen in Hotel Roanoke and historic Fairacres. Popular in the early part of the 20th Century, the Tudor style was reflective of early 16th Century English architecture. A popular building style for suburban houses in the 1920s and 1930s, the details of Tudor architecture were quite distinctive and are widely recognized today. Typical contributing features of the style include:

- ❖ Steeply pitched roof with front facing gable(s)
- ❖ Decorative half-timbering
- ❖ Narrow, tall windows, usually grouped and multi-paned
- ❖ Masonry walls, usually of brick and stucco
- ❖ Entry doors sometimes decorated with stone accents
- ❖ Asymmetrical composition of design features

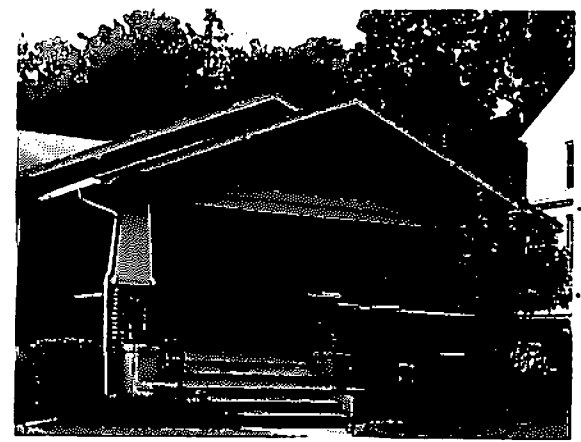
Examples of Details:



TUDOR STYLE: 1921

Colonial Green Development Pattern Book

CRAFTSMAN

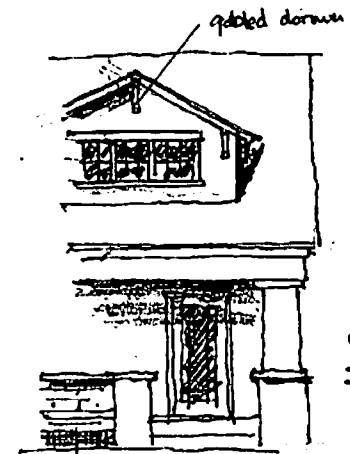
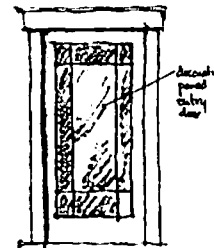
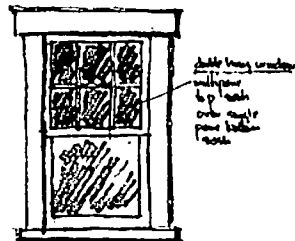
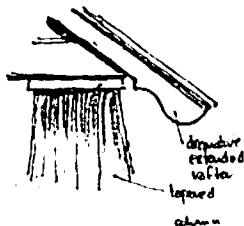


History and Character

The Craftsman style was first inspired by California designers Charles and Henry Greene who constructed these artistic houses at the turn of the 20th Century. Because of its popular appeal, it quickly became the subject of many pattern books and home magazines. Craftsman homes are present in many of Roanoke's treasured neighborhoods: South Roanoke, North Roanoke, Wasena, Raleigh Court, and Southeast. Typical contributing features of the style include:

- ❖ Low-pitched front or side gable roof with a centered shed or gable dormer
- ❖ Wide eave overhangs offer decorative exposed roof rafters, underside beams, or brackets
- ❖ Large, prominent front porch, full or ½ width, with distinctive columns and large pier bases
- ❖ Lap siding, shingle or a combination of masonry (brick, stucco, or stone) and siding
- ❖ Window sashes are square or rectangular, double-hung, frequently with muntins on top half; small accent windows, sometimes paired or tripled in dormers

Examples of Details:



PG 0203 JL-S 11

Colonial Green Development Pattern Book

FOLK VICTORIAN

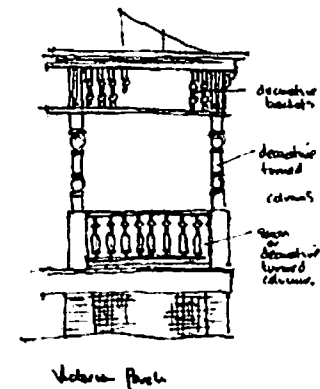
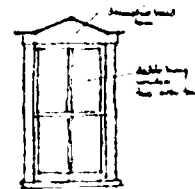
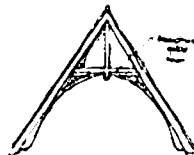


History and Character

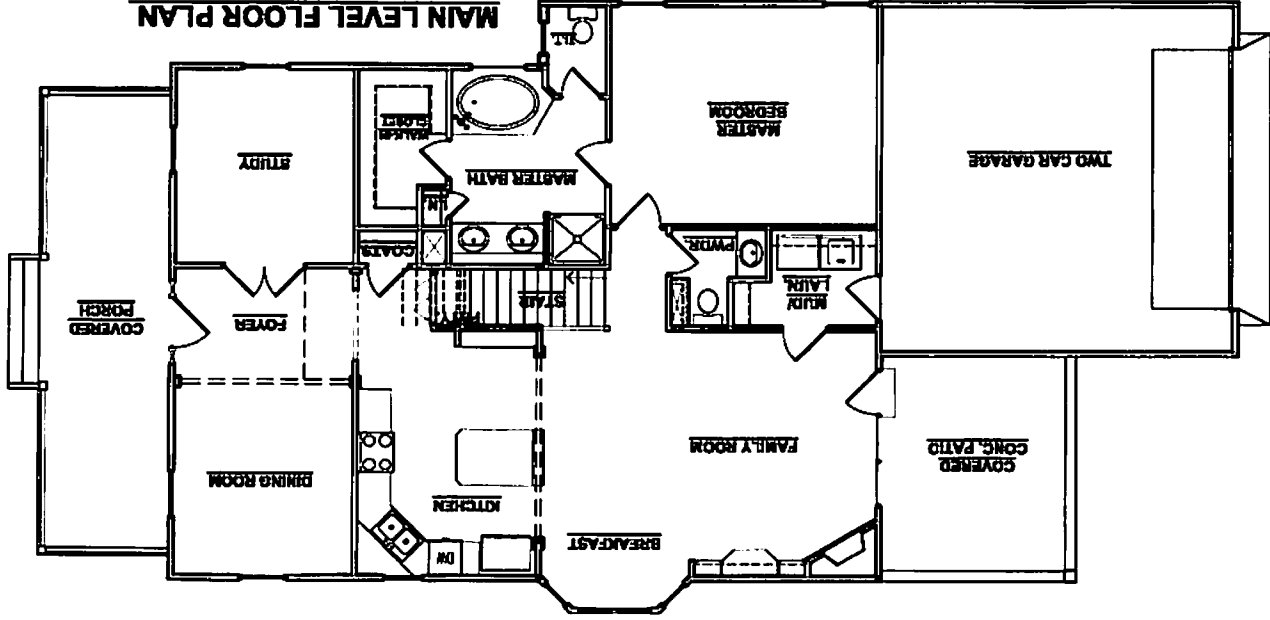
Several variations of the Victorian architectural style were popular at the turn of the 20th Century. Named for the influence of England's Queen Victoria, this style of housing became desirable because of the ease of construction and the availability of mass produced house components, like windows, doors, siding, and decorative trim. Many of the Victorian styles such as Second Empire, Shingle, and Queen Anne were quite elaborate with complicated roof and wall projections, trim decorations, and irregular shapes. Folk Victorian homes were simplified versions of the Victorian forms, adapted to traditional, folk house shapes common throughout rural America. Contributing features of this style include:

- ❖ Prominent front porch, usually three-fourths to full width of house;
- ❖ Architectural detailing on porches; decorative millwork, columns, railings
- ❖ Sometimes decorative features in front gable
- ❖ Double-hung windows, sometimes paired; occasional decorative accent windows

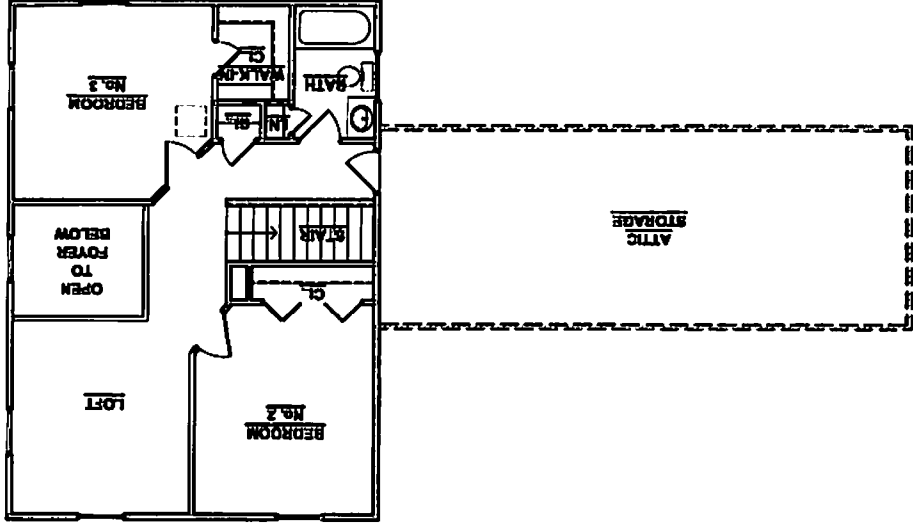
Examples of Details:



Conceptual Floor Plan for Cottages
(applicable to all styles)



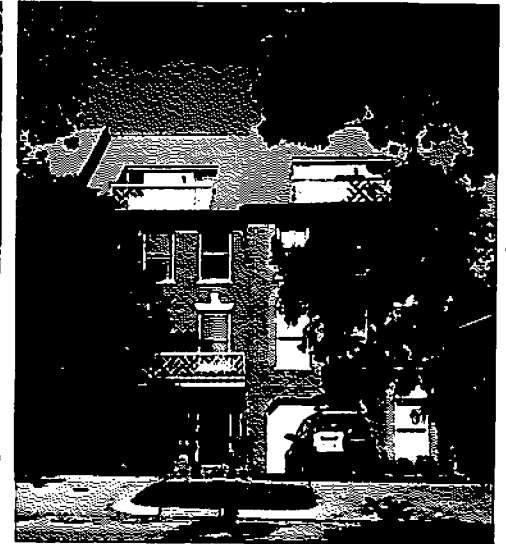
MAIN LEVEL FLOOR PLAN



OPTIONAL UPPER LEVEL FLOOR PLAN

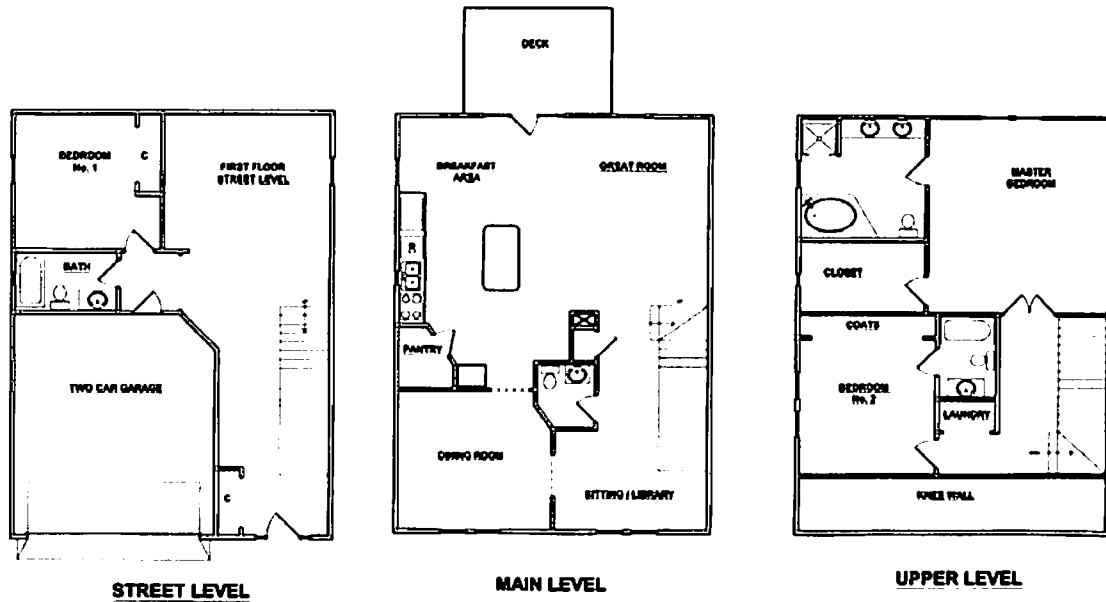
Colonial Green Development Pattern Book

ARCHITECTURAL STYLES FOR CRESCENT HOMES, ROWHOUSES AND TOWNHOUSES



The single family attached Crescent Homes, Rowhouses, and Townhouses will be compatible with the architectural styles of the single family homes described in this pattern book. Some of the characteristic features of these homes are:

- ❖ Multi-story living
- ❖ Street or alley level garages



*Conceptual Floor Plans
Crescent Homes, Rowhouses and Townhouses*

Colonial Green Development Pattern Book

COMMERCIAL OR COMMERCIAL / RESIDENTIAL DEVELOPMENT



The architectural style for the proposed commercial or commercial/residential development is to be compatible with the architectural character and materials of both the single family and attached housing in Colonial Green. It is envisioned that the buildings will contain a mixture of office and retail commercial uses on the first two floors. The buildings may contain office and residential uses on upper floors. Some of the characteristics desired include:

- ❖ The architecture of the building will be distinctive to encourage attractive pedestrian circulation and business entry.
- ❖ Commercial development at Colonial Green will exemplify a traditional, neighborhood style. While primary entry points will be located toward the parking areas, Colonial Avenue street facades will be designed with welcoming, pedestrian-scaled details and finishes.
- ❖ Entries will be either recessed or articulated.
- ❖ Signage will be designed to coordinate with and be complementary to architectural details.
- ❖ Surface parking will be landscaped in accordance with landscaping standards approved by Colonial Green, LC.

*Example of a
Commercial / Residential Building*



Colonial Green Development Pattern Book

ATTACHED AND DETACHED ACCESSORY STRUCTURES

Accessory structures are those buildings or structures that are incidental and subordinate to the principal building on the same property. Accessory structures may be attached to the main structure or detached and located separately on the lot. They include such things as decks, garages, side or rear porches, and storage buildings. It is important that the architectural design of these structures be compatible with the architectural design of the main building and the architectural design of adjacent buildings. The following architectural guidelines have been adopted for Colonial Green:

Decks - All exterior materials shall be painted or stained.

Garages – Attached garages shall match the style and character of the main house. Detached garages will either match the style of the main house or be sided with beveled white 4-inch wide lap siding and 3-inch wide corner, window and door trim. Shingles are to match those of the principal building.

Porches – Front and side porches shall match the style and character of the main building.

Storage Buildings – All storage buildings shall either match the siding and roof color and texture of the main house or be sided with beveled white 4-inch wide lap siding and 3-inch wide corner, window and door trim. Shingles are to match those of the principal building.

Colonial Green Development Pattern Book

EXAMPLES OF EXTERIOR MATERIALS & COLORS

- Siding:** Brick, wood, fiber cement composition board or vinyl
- Shutters:** Wood or vinyl; louvered or paneled; on single windows only
- Roofing:** Slate, asphalt or fiberglass, metal
- Windows:** Wood, vinyl, or aluminum clad wood with muntin patterns typical of the style
- Foundations:** Brick, stone, stucco or traditional parging (painted)
- Colors:** Traditional colors as approved by Colonial Green's Design Review Committee

Colonial Green Development Pattern Book

LANDSCAPE AND GREEN SPACE

The landscape of Colonial Green will create a sense of place for this new neighborhood community. Over time, the landscape of Colonial Green will transform from a scrub pine forest to a mature tree-canopied community.

The landscape centerpieces of Colonial Green feature a large common green and open flat terraces that provide scenic opportunities for the development. Canopied shade trees line the green and the intimate streets emanating from the green, evocative of landscaping in Roanoke's older neighborhoods. Each public space and entrance gateway is carefully designed and landscaped to create a feeling of neighborhood and community. Contributing elements such as fences, sidewalks, planters, and hedges add an orderly composition and a unique neighborhood character to the new community.

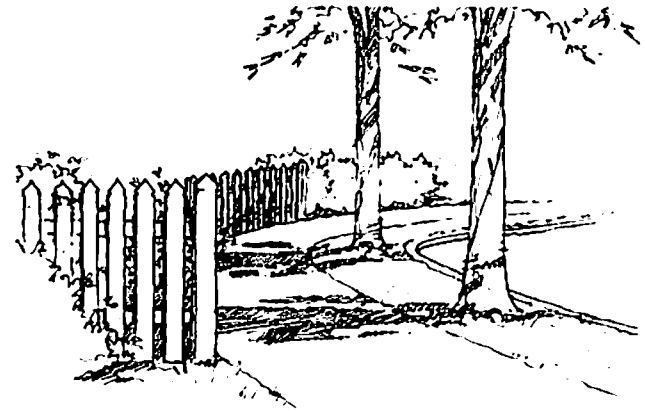
Landscape Standards

Fences

- ❖ Fences are to be constructed in traditional patterns in painted wood, metal, or approved vinyl.
- ❖ Chain link fencing is not permitted.

Front Yards

- ❖ Front yard fences and hedges, where used, will be constructed or maintained at a maximum of 3.5 feet in height.
- ❖ Front yard fences will have a maximum opacity of 60%.
- ❖ Where not precluded by unusual slope conditions, fences or hedges should be symmetrical around the front yards.
- ❖ Walks should be between 3 feet and 4 feet wide in the front yard and constructed of concrete, flagstone or brick.



Colonial Green Development Pattern Book

Rear and Side Yards

- ❖ Rear and side yard fences shall be a maximum of 6 feet high and may be up to 100% opaque.
- ❖ Fences may extend to and be placed on the property lines between lots, although a 6 inch setback from property lines is encouraged.
- ❖ Back and side yards are required to be landscaped, including areas between the alley pavement and the lot line.
- ❖ Screening of air conditioning units and other mechanical elements is required using fencing, shrubs, hedges or low walls.

Mailboxes and Trash Containers

- ❖ Mailboxes shall be a standard unit or units selected and approved by the Homeowner Association's Design Review Committee.
- ❖ All trash containers shall be located inside a structure or screened from street and neighboring home views using approved fence materials.

Planting Requirements

All lots shall be landscaped in accordance with the requirements adopted by the Homeowner Association. These requirements will require the landscaping to:

- ❖ Conceal the foundation and exterior mechanical elements such as gas meters and condenser units from the street and neighboring properties.
- ❖ Secure all disturbed soil with grass, mulch, or other vegetation.
- ❖ Provide limited shading especially in the front yard.
- ❖ Provide an attractive visual "base" which will compliment and further decorate the street visible faces of the house.

Colonial Green Development Pattern Book

OWNERSHIP AND MAINTENANCE OF YARDS AND COMMON GREEN SPACES

	Owned By:	Used By:	Maintained By:
Single Family Houses			
Front Yard	Resident	Resident	Assn
Rear and Side Yards	Resident	Resident	Assn
Attached Townhouses			
Front Yard	Assn	Resident	Assn
Side Yard	Assn	Resident	Assn
Rear Yard	Assn	Resident	Assn
Townhouse Courtyards			
Courtyard	Assn	Resident	Assn
Sidewalks, Parking	Assn	Guests	Assn
Mixed Use Space			
Yards	Assn	Resident, Guests	Assn
Circulation space	Assn	Guests	Assn
Common Areas			
Sidewalks	City	Public	City
Streets	City	Public	City
Alleys	Assn	Public	Assn
Green Areas	Assn	Residents	Assn

Resident - The Owner or tenant of a space

Assn - The homeowners association of Colonial Green or other identified building association for mixed use

Guests - Owners, residents, and invited and welcome guests

Public - The General Public

Colonial Green Development Pattern Book

COLONIAL GREEN DESIGN REVIEW COMMITTEE

Colonial Green is a planned community where careful thought has gone into the overall design of lots, architectural styles of buildings, streets, utilities, and landscaping. To maintain this level of design quality and protect property values and investments, the developer of Colonial Green will establish a design review committee to work with property owners on development issues. A member of the City Planning staff will serve as an ex-officio member of the design review committee.

For further information or questions:

Colonial Green
P. O. Box 10296
Blacksburg, VA 24062
540-320-5215

Colonial Green Development Pattern Book
November 1, 2004
Revised February 17, 2005
Revised November 30, 2007
Revised January 17, 2008
Revised, November 4, 2010



Community Planning ♦ Landscape Architecture ♦ Architecture ♦ Preservation

INSTRUMENT #110005965
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE CITY ON
JULY 5, 2011 AT 03:27PM

BRENDA S. HAMILTON, CLERK
RECORDED BY: WRM