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**COLONIAL GREEN
ROANOKE, VIRGINIA**

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS**

ENTERED INTO FEBRUARY 18th, 2014

BETWEEN

COLONIAL GREEN, LC

AND

COLONIAL GREEN HOMEOWNERS ASSOCIATION

COLONIAL GREEN

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AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made this 18th day of February, 2014 by COLONIAL GREEN, LC, a Virginia limited liability company, and COLONIAL GREEN HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation.

WITNESSETH:

WHEREAS, Developer is or was the owner of certain real property located in in the City of Roanoke, Virginia, which real property is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer and Association entered into that certain Declaration of Covenants and Restrictions dated as of January 6, 2006 and recorded January 10, 2006 in the Clerk's Office of the Circuit Court for the City of Roanoke, Virginia ("Clerk's Office"), as Instrument Number 060000420, as supplemented and amended by that certain Supplemental Declaration of Covenants and Restrictions and Amendment to Declaration of Covenants and Restrictions for Colonial Green dated as of July 5, 2011 and recorded July 5, 2011 in the Clerk's Office, as Instrument Number 110005965 (collectively, the "Original Declaration"), with respect to the Property; and

WHEREAS, the purpose of the Original Declaration was to create on the Property, in accordance with the terms and conditions of the Ordinance, a planned community to be known as "Colonial Green", which was to have 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 such community; and

WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in the community that will contribute to the personal and general health, safety, and welfare of residents, and for the maintenance of the land and improvements thereon, the Developer desires to subject the Property to the covenants, restrictions, easements, charges, and liens of the Declaration, which will run with the Property and bind all persons or entities having or acquiring any right, title, or interest in the Property, and insuring to the benefit of each Owner; and

WHEREAS, to provide a means for meeting the purposes and intents set forth in the Declaration, the Developer incorporated the Association under the laws of the Commonwealth of Virginia; and

WHEREAS, Developer and Association desire to amend, restate and replace the Original Declaration in its entirety by entering into and recording this Amended and Restated Declaration in the Clerk's Office for the purpose of making certain amendments to the Neighborhood designations for the Property, extending the Developer Control Period and making certain other amendments to the Original Declaration as provided for herein; and

WHEREAS, pursuant to the POA Act and the Original Declaration, the consent to the amendment, restatement and replacement of the Original Declaration in its entirety has been obtained from the Class B Member, at least sixty-seven percent (67%) of the Class A Members, and at least fifty-one percent (51%) of the First Mortgagees, as certified by the President of the Association herein; and

WHEREAS, the Developer Control Period remains in effect as of the date of this Declaration.

NOW, THEREFORE, Developer does hereby grant, establish, and convey to each Owner certain mutual nonexclusive rights, privileges, and easements of enjoyment on equal terms in common with all other Owners in and to the use of the Common Area; and does hereby declare the Property to be held, transferred, sold, conveyed, and occupied subject to the Covenants and Restrictions, which are for the purpose of protecting the value and desirability of the Property. The Covenants and Restrictions shall run with the Property and be binding on all parties having any right, title, or interest in any portion of the Property, and shall inure to the benefit of each Owner.

AND FURTHER, the Developer hereby delegates and assigns to the Association and the Association hereby accepts the powers of (i) owning, maintaining, and administering the Common Area; (ii) administering and enforcing the Covenants and Restrictions; (iii) collecting and disbursing the assessments and charges set forth in the Declaration; and (iv) promoting the recreation, health, safety, and welfare of the residents.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

1. **“Act”** means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended, supplemented or replaced from time to time.
2. **Alley Service Neighborhood Definitions:**
 - (a) **“Alley Service Common Areas”**: the alleys and alleyways designated on any final subdivision plat comprising any portion of the Property or by the Developer filing a Supplemental Declaration designating any portion of the real property for the common use and enjoyment of the owners of Alley Service Lots.
 - (b) **“Alley Service Lots”** shall initially mean and refer to all Townhouse Lots and any other Lot (including a Crescent Home Lot, a Rowhouse Lot or a Cottage Home Lot) designated herein or on any final subdivision plat comprising any portion of the Property as being an Alley Service Lot. Initially, the Alley Service Lots are those identified on **Exhibit D**, which is attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of

the Declaration with the filing of one or more final subdivision plats comprising future phases of the development of any portion of the Property.

- (c) **“Alley Service Neighborhood”**: collectively, each and every Alley Service Lot comprising any portion of the Property.
 - (d) **“Alley Service Neighborhood Assessments”**: the assessments and charges which may be imposed by the Association on one or more of the Alley Service Lots in accordance with the provisions hereof.
 - (e) **“Improved Alley Service Lot”**: the Alley Service 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.
 - (f) **“Unimproved Alley Service Lot”**: Lots intended to be Improved Alley Service Lots which 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.
3. **“Approval”**: the issuance of written approval by a Design Review Committee, any public agency, or any written waiver of approval rights, or a formal letter stating “no objection.”
 4. **“Assessable Unit”**: any real property within the Property which is subject to assessments, as provided in Articles V and VI.
 5. **“Association”**: Colonial Green Homeowners Association, a not-for-profit, nonstock corporation organized and existing under the laws of the Commonwealth of Virginia.
 6. **“Board of Trustees”**: the trustees of the Association, as set forth in Article III, Section 3.
 7. **“Book of Resolutions”**: the document containing the rules and regulations and policies of the Association as they may from time to time be amended.
 8. **“Builder”**: a person or entity which acquires a portion of the Property for the purpose of improving such portion for resale to Owners or for lease to tenants.
 9. **“Class A Members”**: the voting rights of Owners other than the Developer, in accordance with Article III, Section 2(c).
 10. **“Class B Member”**: the voting rights of the Developer, in accordance with Article III, Section 2(c).
 11. **“Common Areas”**: all portions of the Property and all interests therein, including easements and improvements thereon, owned or leased by the Association for the use and enjoyment of the Members.
 12. **“Commercial or Commercial/Residential Lots”**: Lots in that certain specific portion of the Property, which may be used for limited retail, office, commercial or residential use, as specified by the Ordinance, and as shown on the Development Plan.
 13. **“Condominium”**: a property interest, including a vested undivided interest in any common areas within the respective condominium by its Owner, as set forth in separately recorded condominium documents, pursuant to the Condominium Act, Title 55, Chapter 4.2 of the Code of Virginia (1950), as amended.
 14. **Cottage Home Neighborhood Definitions**:

- (a) **“Cottage Home Lots”** shall initially mean and refer to the Lots so designated in the Development Plan or **Exhibit D** hereto, and shall be deemed to include any such additions thereto as may hereafter be brought within the jurisdiction of the Declaration either by designation as a “Cottage Home Lot” on a final subdivision plat comprising any portion of the Property or by the Developer filing a Supplemental Declaration designating a Lot as a “Cottage Home Lot”.
- (b) **“Cottage Home”**: a completed dwelling existing on a Cottage Home Lot.
- (c) **“Cottage Home Neighborhood”**: collectively, each and every Cottage Home Lot comprising any portion of the Property.
- (d) **“Cottage Home Neighborhood Assessments”**: the assessments and charges which may be imposed by the Association on one or more of the Cottage Home Lots in accordance with the provisions hereof.
- (e) **“Improved Cottage Home Lot”**: the Cottage Home 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.
- (f) **“Unimproved Cottage Home Lot”**: Lots intended to be Improved Cottage Home Lots which 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.
- (g) The Cottage Home Neighborhood was formerly referenced as the “Single Family Home Neighborhood” in the Original Declarations. Any applicable references in any plat or other document related to the Property to “Single Family Home” from and after the date of this Declaration shall be deemed a reference to Cottage Home and/or the compatible definition found herein.

15. **“Covenants and Restrictions”**: the covenants, restrictions, easements, conditions, charges, and liens set forth in the Declaration.

16. **Crescent Home Neighborhood Definitions:**

- (a) **“Crescent Home Lots”** shall initially mean and refer to the Lots designated as “Crescent Homes” in the Development Plan or **Exhibit D** hereto and shall be deemed to include any such additions thereto as may hereafter be brought within the jurisdiction of the Declaration either by designation on a final subdivision plat comprising any portion of the Property or by the Developer filing a Supplemental Declaration so designating a Lot as a “Crescent Home”.
- (b) **“Crescent Home”**: a completed dwelling existing on a Crescent Home Lot.
- (c) **“Crescent Home Neighborhood”**: collectively, each and every Crescent Home Lot comprising any portion of the Property.
- (d) **“Crescent Home Neighborhood Assessments”**: the assessments and charges which may be imposed by the Association on one or more of the Crescent Home Lots in accordance with the provisions hereof.

- (e) **“Improved Crescent Home Lot”**: the Crescent Home 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.
- (f) **“Unimproved Crescent Home Lot”**: Lots intended to be Improved Crescent Home 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.

17. **“Declaration”**: this Amended and Restated Declaration of Covenants and Restrictions and all its Exhibits and other provisions set forth in this entire document, as the same may from time to time be amended by Supplemental Declaration.

18. **“Design Review Committee”**: any of those standing committees of the Association, composed of and empowered as set forth in Article III, Section 4.

19. **“Developer”**: Colonial Green, LC, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth by document recorded on these land records or unless such rights and obligations of the Developer inure to the successor of Colonial Green, LC, by operation of law. The rights and obligations set forth in the Declaration of the Developer shall cease upon the expiration of the Developer Control Period.

20. **“Developer Control Period”**: the period of time during which the Developer’s rights hereunder as Developer are in effect, commencing on the date the Original Declaration was recorded in the Clerk’s Office and ending on the earlier to occur of the date on which the Declarant ceases to own any of the Lots or other real property within the Development Limits or the date specified by the Declarant in a written notice to the Association that the Developer Control Period is to terminate on that date.

21. **“Development Plan”**: the site plan of intended uses of the Property as illustrated in **Exhibit B**, as may be amended from time to time, and as further defined in Article II.

22. **“Development Limits”**: the total of potential land which may become a part of the Property as depicted on **Exhibit B**, and as further defined in Article II.

23. **“Federal Mortgage Agencies”**: those Federal Agencies that have an interest in the Property, including but not limited to the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Association, or successors to their interests.

24. **“First Mortgagee”**: an Institutional Lender holding the first deed of trust on a Lot, which has notified the Association in writing of its interest in the Lot.

25. **“Fiscal Year”**: the fiscal year of the Association shall be defined as the calendar year.

26. **“Founding Documents”**: the Articles of Incorporation of the Association, the Bylaws of the Association, and the Declaration, all as may be duly amended from time to time.

27. **“Governing Documents”**: collectively and severally, the Founding Documents and the Book of Resolutions, as may be amended from time to time.

28. **“Institutional Lender”**: one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies,

pension funds, or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

29. **“Living Unit”**: any structure or portion of a structure situated upon the Property designed, intended, and granted the appropriate approvals.

30. **“Lot”**: (a) any plot of land shown upon any recorded subdivision plat of the Property (with the exception of Common Area as heretofore defined), including (i) any Commercial or Commercial/Residential Lot, (ii) any Cottage Home Lot, (iii) any Crescent Home Lot, (iv) any Rowhouse Lot, (v) any Townhouse Lot, or (vi) any other parcel within the Property zoned for Single Family use and upon which an attached or detached Single Family Living Unit is built or is to be built; and (b) a unit in a Condominium association at Colonial Green.

31. **“Members”**: members of the Association, each of whom shall be the Owner of a Lot. More than one class of Member may exist, as further defined in Articles III.

32. **“Neighborhood”**: separate residential and/or commercial areas as described in the Declaration or as designated by Supplemental Declaration.

33. **“Notice”**: (i) written notice delivered either personally, by mail, or by electronic transmission to the last known address of the intended recipient; (ii) notices published at least once a week for two consecutive weeks in a newspaper having general circulation in Roanoke; or (iii) notice published in two consecutive issues of the newsletter of the Association, if any, which is delivered personally or mailed to the address of each Member.

34. **“Occupant”**: a resident of a Lot or a business resident of any Commercial or Commercial/Residential Lot who is not the Owner or contract purchaser, but who is a lessee or sublessee who holds a written lease. There shall be only one Occupant per Lot or Commercial or Commercial/Residential Lot for the purposes of the Declaration, although the Lot or Commercial or Commercial/Residential Lot may house several individuals or businesses, respectively.

35. **“Ordinance”**: Roanoke Ordinance No. 36927-122004 dated December 20, 2004, Roanoke Ordinance No. 36998-032105 dated March 21, 2005, Roanoke Ordinance No. 37082-060605 dated June 6, 2005, Roanoke Ordinance No. 37816-061807 dated June 18, 2007, Roanoke Ordinance No. 38039-031708 dated March 17, 2008, and Roanoke Ordinance No. 39043-011811 dated January 18, 2011, as may be amended from time to time.

36. **“Owner”**: the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity who have joint ownership of a Lot, including contract sellers; the term “Owner” shall exclude those having an interest merely as security for the performance of an obligation.

37. **“Pattern Book”**: entitled “Development Pattern Book” with revision date of November 4, 2010, and any subsequent amendment, attached as Exhibit C.

38. **“POA Act”**: the Virginia Property Owners’ Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950) as amended, supplemented, or superseded from time to time.

39. **“Property”**: all real property which is hereby subjected to the Declaration, together with such other real property as may be annexed from time to time in accordance with Article II. The Property consists of the real property described on that certain plat of survey entitled “*Plat of*

Survey for Colonial Green, L.C., Subdividing Parcel 'D', M.B. 1 Pgs. 2884 & 2885, Hereby Creating Colonial Green Subdivision Phase I, Lot 1 through Lot 24, and Dedication 3.060 Acres for Street Purposes", approved and accepted by Roanoke, recorded in the Clerk's office of the Circuit Court of the City of Roanoke in M.B. 1 at pg. 2935, and described on **Exhibit A**.

40. **"Quorum"**: the representation at a duly-called meeting of the Members for the affected property or Neighborhood by (i) during the Developer Control Period, the physical presence of the Class B Member or its agent, and (ii) the physical presence or written proxy of Members who hold at least twenty-five percent (25%) of the outstanding votes for the affected property or Neighborhood. If the Class B Member no longer exists, the consent or approval of the Class B Member is not required to establish a Quorum.

41. **"Registered Notice"**: any Notice which has been sent by Registered U.S. Mail, return receipt requested, to the last known address of the intended recipient and which has been signed for or has been certified by the U.S. Postal Service that delivery was attempted at the aforementioned address. Failure by refusal of an intended recipient to acknowledge or accept such Notice shall nevertheless constitute receipt.

42. **"Restoration Assessment"**: an assessment against an Owner who did not pay for required maintenance or repairs to Property to reimburse the Association for performing such delinquent maintenance or repair on behalf of the Owner.

43. **"Roanoke" or "Roanoke, Virginia"**: the City of Roanoke in the Commonwealth of Virginia.

44. **Rowhouse Neighborhood Definitions**:

- (a) **"Rowhouse Lots"** shall initially mean and refer to the Lots designated as "Rowhouses" in the Development Plan or **Exhibit D** hereto, and shall be deemed to include any such additions thereto as may hereafter be brought within the jurisdiction of the Declaration either by designation on a final subdivision plat comprising any portion of the Property or by the Developer filing a Supplemental Declaration so designating a Lot as a "Rowhouse".
- (b) **"Rowhouse"**: a completed dwelling existing on a Rowhouse Lot.
- (c) **"Rowhouse Neighborhood"**: collectively, each and every Rowhouse Lot comprising any portion of the Property.
- (d) **"Rowhouse Neighborhood Assessments"**: the assessments and charges which may be imposed by the Association on one or more of the Rowhouse Lots in accordance with the provisions hereof.
- (e) **"Improved Rowhouse Lot"**: the Rowhouse 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.
- (f) **"Unimproved Rowhouse Lot"**: Lots intended to be Improved Rowhouse 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.

45. **"Single Family"**: any of the following persons or groups of persons: (a) one or more persons related by blood, marriage, adoption or foster care; (b) one or more persons related by blood,

marriage, adoption or foster care plus one adult not so related; or (c) two adult persons living together as a single housekeeping unit and their children, if any, whether natural or by adoption or approved foster care.

46. **“Stormwater Agreements”**: a collective reference to the following agreements (as each may be amended from time to time): (i) a certain Maintenance Agreement dated October 10, 2005, between Developer and Roanoke, recorded November 21, 2005, as Instrument No. 050019185 in the Clerk’s Office; (ii) a certain Stormwater Management/BMP Facilities Maintenance Agreement dated April 27, 2011, between Progress Street Builders, Inc. and Roanoke, recorded on May 4, 2011, as Instrument No. 110002920 in the Clerk’s Office; (iii) a certain Stormwater Management/BMP Facilities Maintenance Agreement dated August 1, 2013, between Developer and Roanoke, recorded August 20, 2013, as Instrument No. 130009713 in the Clerk’s Office; and (iv) any similar future agreement entered into with respect to the Stormwater Facilities.

47. **“Stormwater Facilities”**: the private stormwater system that serves the Property by detaining, treating, and/or transporting water from the Property to the City’s central stormwater collection system, which includes, but is not limited to, roof drains, yard drains, private manholes, private pipes, water quality systems, and detention systems, which may be located within in easements across Lots and/or in Common Areas.

48. **“Studio”**: a Living Unit that may also serve as a Commercial or Commercial/Residential Lot, being a place where an Owner or Occupant can both live and work.

49. **“Supplemental Declaration”**: any declaration of covenants, conditions, and restrictions which may be recorded by the Developer, which expands the Property beyond the land initially subjected to the Declaration or grants to a portion of the Property separate Neighborhood status than is already defined in the Declaration.

50. **Townhouse Neighborhood Definitions:**

- (a) **“Townhouse Lots”** shall mean and refer to any and all Lots designated as “Townhouse” in the Development Plan or **Exhibit D** hereto 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”.
- (b) **“Townhouse”** shall mean a completed dwelling existing on a Townhouse Lot.
- (c) **“Townhouse Neighborhood”** shall mean and refer to collectively each and every Townhouse Lot comprising any portion of the Property.
- (d) **“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.
- (e) **“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.
- (f) **“Unimproved Townhouse Lot”**: Lots intended to be Improved Townhouse Lots but which 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.

51. **“Zoning Ordinance”**: the provisions pertaining to planned residential communities contained in the code of Roanoke, Virginia, as amended from time to time and as such shall be applicable to the Property, including the Ordinance.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION AND ADDITIONS THERETO

Section 1. The Property

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration is located in Roanoke, Virginia, as more particularly described in **Exhibit A**, and represents the Property of the Colonial Green community.

Section 2. Development Plan

(a) Purpose. The Development Plan is the dynamic design for the staged development of the Property as a traditional neighborhood community with limited retail, office, and/or commercial use, which may be modified and amended, as provided by the Declaration, during the several years required to build the community.

(b) Amendments. The Developer hereby reserves the right to amend the Development Plan, including the conversion of the Commercial or Commercial/Residential Lots to any residential use allowed by Roanoke, without the approval of the Association, in response to changes in technological, economic, environmental or social conditions related to the development or marketing of the Property or to changes in requirements of government agencies and financial institutions. Studios serve as an example of a Lot where Owners may both live and work, thus serving as both a Living Unit and a Commercial or Commercial/Residential Lot. The Developer understands that the approval of the City of Roanoke may be necessary in those instances where the amended Development Plan represents a substantial change in the basic design for the staged development of the Property.

Section 3. Additions to the Property

Additional Property may become subject to the Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the unilateral right to subject to the Declaration any additional property which lies within the Development Limits, provided that not more than five (5) years have lapsed since the later of recordation of (i) this Declaration or (ii) the last Supplemental Declaration, among the land records of Roanoke, Virginia. Any Supplemental Declaration which subjects additional property within the Development Limits to the Declaration shall describe the real property to be annexed to the scheme of the Declaration and shall state that it is being made pursuant to the terms of the Declaration for the purpose of annexing the property described in the Supplemental Declaration to the scheme of the

Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplemental Declaration. The Supplemental Declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches to which the annexed land or parts thereof may be subject, all of which may be significantly at variance with other portions of the Property, but all of which shall be consistent in quality with the improvements constructed on the Property.

(b) Other Additions. Additional land, other than that land lying within the Development Limits, may be annexed to the Property with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members.

(c) The additions authorized under subsections (a) and (b) shall be made by complying with the requirements of the applicable Zoning Ordinances; by recording on these land records one or more Supplemental Declarations of covenants and restrictions with respect to the additional property; and by filing with the Association the preliminary plat for such additions.

Section 4. Development Limits

(a) Purpose. The land set forth within the Development Limits is the maximum limit to which the Property can be expanded without the approvals referenced in Article II, Section 3(b) above. The Development Limits are merely a limit on the unilateral expansion of the Property by the Developer and shall not bind the Developer to add to the Property any or all of the lands which are shown on the Development Limits, nor to improve any portion of such lands unless and until a Supplemental Declaration is filed by the Developer for such property which subjects it to the Declaration. Thereupon, the Developer shall then be obligated to complete development of the portion of the Property annexed by the Supplemental Declaration.

(b) Unsubmitted Land. The Developer hereby reserves the right to develop the land depicted in the Development Limits and not yet submitted to the Declaration, as desired by the Developer in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the land or to changes in requirements of government agencies and financial institutions.

Section 5. Merger

In accordance with its Articles of Incorporation, the real estate, personalty, rights, and obligations of the Association may be transferred to another surviving or consolidated association, similar in corporate nature and purposes, by operation of law. The real estate, personalty, rights, and obligations of an association similar in corporate nature and purposes to the Association may be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger by operation of law. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration upon any other Property as one scheme. No such merger or consolidation, however, shall cause any revocation, change, or addition to the Covenants and Restrictions established by the Declaration. Such merger or consolidation shall require the consent of the Class B Member during the

Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members.

ARTICLE III

COLONIAL GREEN HOMEOWNERS ASSOCIATION

Section 1. Organization

(a) The Association. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents shall be amended for any reason or otherwise changed or interpreted so as to be inconsistent with the Declaration.

(b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the Property as originally constituted, to those required after the full development of the uses in the community of Colonial Green, the Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution.

(c) Subsidiary Associations. The Association shall have the right to form one or more subsidiary corporations for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Property; however, such subsidiary corporation shall be subject to the Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership

(a) Basis. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents

(b) Member's Rights and Duties. Each Member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have two (2) primary classes of voting membership:

Class A. Class A Members shall be all Owners, but not the Developer. Class A Members shall be entitled to one (1) vote for each Lot owned. Notwithstanding the number of Members owning any one Lot, only one vote may be cast per Lot. Within Class A, there may be subclasses of Members designated for each Neighborhood.

Class B. The Class B Member shall be the Developer, its successors and assigns. The Class B Member shall have a majority voting power so long as the Class B

membership remains in effect. Class B membership shall cease upon the expiration of the Developer Control Period. If the Class B membership has ceased, neither the consent nor the presence of the Class B Member is required to establish a Quorum of the Members or for voting at a meeting of the Members.

(d) Exercise of Vote. A membership vote which is held by more than one person may be exercised by any one of them, provided that no objection or protest by any other holder of such membership is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting.

Section 3. Board of Trustees

(a) Composition. The number of Trustees and method of selection of Trustees shall be as provided in the Bylaws; provided, however, that the Developer, during the Developer Control Period, shall be entitled to appoint at least three (3) Trustees.

(b) Extent of Power.

(1) The Board of Trustees shall have all powers to conduct the affairs of the Association which are enabled by law or the Governing Documents and which are not specifically reserved to Members or the Developer by the Governing Documents.

(2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. By way of example and without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of the Declaration; and

(2) Rule Making. To establish rules and regulations for the use of the Property and to review, modify, and approve architectural standards for the Design Review Committee(s) pursuant to the Pattern Book; and

(3) Assessments. To fix, levy, and collect assessments; and

(4) Easements. To grant and convey easements over and across the Common Area as may become necessary; and

(5) **Employment of Agents.** To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6) **Mergers/Consolidations.** To participate in mergers and consolidations with other corporations; and

(7) **Enforcement of Governing Documents.** To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or enforced, suspending membership rights, and enforcing or effectuating any of the provisions of the Governing Documents to include the enforcement of the Ordinance, and any amendments thereto.

Section 4. Design Review Committees

(a) **Composition.** Until the Developer's rights cease, the Design Review Committees shall be composed as listed below.

(1) A **New Construction Panel**, composed of the Developer, one Class A Member of the Association selected by the Developer, and one adjacent property owner as selected by the Developer. A member of the City Planning staff will serve as an ex-officio member of the New Construction Panel.

(2) A **Modification and Change Panel**, composed of the Developer, two (2) or more Class A Members, and which may include the same Members serving on the New Construction Panel.

When the Association has ten (10) Class A Members, the adjacent property owner on the New Construction panel shall be replaced by one Class A Member selected by the Developer. When the Developer's rights as Developer cease, the New Construction Panel and the Modification and Change Panel shall each consist of three (3) or more persons who shall be appointed by the Board of Trustees as provided in the Bylaws.

(b) **Powers and Duties.** The Design Review Committees shall regulate the external design, appearance, and location of improvements located on the Property in such a manner so as to preserve and enhance property values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Design Review Committees shall:

(1) Review and approve, modify, or disapprove written applications of Owners and of the Association for improvements or additions to Lots, Living Units, or Common Areas. Notice of any disapproval of applications shall be by Registered Notice. Approvals shall be sent by regular mail or email. During the period the Board is composed of the panels described above, the New Construction Panel shall act with respect to initial improvements to the Common Areas and Lots; the Modification and Change Panel shall act with respect only to modification and changes to all the Common Areas, Lots, and Living Units, including improvements thereon, after the unit or building is occupied.

(2) Monitor Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and Book of Resolutions;

(3) Enforce architectural standards approved by the Board of Trustees and in conformity with the Pattern Book, as amended; and

(4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.

(c) Failure to Act. In the event a Design Review Committee fails to approve, modify, or disapprove, in writing, a correctly filed application within forty-five (45) days, approval will be deemed granted. Notification of total or partial disapproval shall include the reasons for such disapproval. Failure of the Design Review Committees or the Board of Trustees to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the Design Review Committees or the Board of Trustees of the enforcement of any of the Governing Documents at any later date.

(d) Appeal. An applicant may appeal an adverse decision of the New Construction Panel or the Modification and Change Panel to the Board of Trustees, which may reverse or modify such decision. The decision of the Board of Trustees on an appeal will be final.

Section 5. Fidelity Bonds

The Association shall obtain fidelity coverage against dishonest acts on the part of Trustees, officers, managers, employees, or agents responsible for handling funds collected and/or held for the benefit of the Association as required by the Federal Mortgage Agencies.

Section 6. Insurance

The Association shall maintain hazard insurance policies for one hundred percent (100%) of the replacement cost of any improvements on the Common Areas and a comprehensive policy of public liability insurance covering the Common Areas as required by the Federal Mortgage Agencies. In the event the Association shall fail to maintain insurance for the Common Areas or shall allow insurance coverage to lapse, one or more of the First Mortgagees shall have the right upon reasonable notice to the Association to obtain such insurance and to advance premiums on behalf of the Association. The Association shall reimburse such First Mortgagees for premiums advanced.

Section 7. Maintenance Service

The Association shall retain a professional company to manage the landscape and lawn maintenance, and other maintenance service obligations of the Association.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association and Roanoke

(a) The Association, subject to the rights of the Members set forth in the Declaration, shall be responsible for the management, maintenance and control of the Common Areas that are conveyed to it including but not limited to alleys, landscaping, green space, Stormwater Facilities (pursuant to the Stormwater Agreements), and certain street lighting (pursuant to subparagraph (e) below) for the benefit of the Members. The Association shall keep the Common Areas in good, clean, attractive, and sanitary order, and shall cause repair and/or replacement in compliance with standards contained in the Governing Documents, which shall include but not be limited to snow removal from streets owned by the Association.

(b) The Association shall be responsible for the management, control, and maintenance of all temporary promotional signs, plantings, entrance features, and/or related landscaping for the benefit of the Members of the Association so long as such items are not maintained by the municipality at its expense and are located within: (i) easement areas reserved for the benefit of the Association by virtue of the Declaration, or otherwise, or (ii) private street or alley rights-of-way.

(c) Page 21 of the Pattern Book, attached as Exhibit C, sets forth a table that allocates responsibility for ownership and maintenance of Common Areas between the Association and the City of Roanoke. Roanoke has assumed responsibility for the maintenance and control of public streets, curbs, gutters, street lights, and sidewalks. If a Common Area is not addressed in the Pattern Book, the Association shall be responsible for the maintenance of yards and green spaces within the Common Areas and within public rights-of-way. Those portions of the Common Area designated as open space shall remain and be preserved as open space. Construction of residences, commercial structures, and storage sheds in such open space shall be prohibited.

(d) The Western Virginia Water Authority is responsible for public water and sewer.

(e) *Amendment to Note 18 on Exhibit A* regarding street lighting, Roanoke will maintain street lights in the public rights-of-way, but the Association and/or the affected Neighborhood will maintain lights in other Common Areas, such as parking lots and commercial areas.

Section 2. Easement of Enjoyment

Common Area. Subject to other provisions of the Declaration, every Member shall have a right and nonexclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot.

Section 3. Extent of Members' Easement

The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas;

(b) The right of the Association to suspend the right of a Member to use the Common Areas for any period during which any assessment against their Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a Member to use the Common Areas for a period not to exceed sixty (60) days for each other infraction of the Governing Documents;

(c) The right of the Association to mortgage any or all of the Common Area with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members. In the event of a default upon any mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such Property, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such Property to a wider public until the mortgage debt is satisfied, whereupon the possession of such Property shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(d) The right of the Association to convey, or transfer, all or any part of the Common Area, subject to the prior approval of Roanoke and with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members;

(e) The right of the Association to license portions of the Common Area to Members on a uniform, nonpreferential basis;

(f) The right of the Association to regulate the use of the Common Areas for the benefit of Members;

(g) The right of the Association to establish rules and regulations and fees for the use of the Common Area;

(h) The right of the Association, at any time or times, consistent with the then existing Zoning Ordinances, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to or at the direction of the Developer for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Property.

Section 4. Delegation of Use

Any Member may delegate to their family members and to their guests their right of enjoyment to the Common Area subject to such general regulations as may be established from time to time by the Board of Trustees, and included within the Book of Resolutions.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Developer hereby covenants, and each Owner of any 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. 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.

Section 2. Subordination of the Lien to Mortgage

The lien of the assessments provided for by the Declaration shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment

All assessments shall be levied by the Association against Assessable Units, and collected and disbursed by the Association. The Board of Trustees shall fix the amount of the assessments as provided by the Declaration and set the dates when such assessments shall become due.

Section 4. Annual Assessments

Annual Assessments shall consist of General Assessments and Neighborhood Assessments, and shall be payable as determined by the Board.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety, and welfare of the Members of the Association in general, and in particular to improve, maintain, and operate the Common Areas, and shall include the funding of appropriate reserves for future maintenance, repair, and replacement. General Assessments will be blended and applied to all Lots within Colonial Green, and not for the benefit of certain Lots over others.

(2) Basis for Assessment. For General Assessment purposes, there shall be four (4) classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:

Class I: All 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 shall be assessed at one hundred percent (100%) of the General Assessment rate.

Class II: All Lots which have not been granted a temporary or permanent certificate of occupancy by the appropriate municipal authority and have not been occupied by a Single Family shall be assessed at twenty-five percent (25%) of the General Assessment rate for each Living Unit to be constructed on such Lot. As long as the Developer or a Builder pays a Class II assessment for any Lot in a particular section, the Developer shall fund all budget deficits for that class. The General Assessment for Class II Lots may be waived for any given year at the discretion of the Board.

Class III: All Commercial or Commercial/Residential Lots which have been granted a temporary or permanent certificate of occupancy by the appropriate municipal authority or have been occupied by a retail, office, or commercial user shall be assessed at no less than one hundred percent (100%) of the General Assessment rate, which may be increased by the Board of Trustees.

Class IV: All Commercial or Commercial/Residential Lots which have not been granted a temporary or permanent certificate of occupancy by the appropriate municipal authority and have not been occupied by a retail, office, or commercial user shall be assessed at twenty-five percent (25%) of the General Assessment rate for each Commercial unit to be constructed on such Lot. As long as the Developer or a Builder pays a Class IV assessment for any Commercial Lot in a particular section, the Developer shall fund all budget deficits for that class. The General Assessment for Class IV Lots may be waived for any given year at the discretion of the Board.

(3) Maximum. Until January 1 of the year following commencement of assessments, the maximum General Assessment rate for one (1) year shall be \$400.00.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year, by the greater of ten percent (10%) of the maximum for the current fiscal year 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.

(5) From and after January 1 of the year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members.

(b) Neighborhood Assessments.

(1) Purpose. Neighborhood Assessments levied by the Association upon the Lots within a Neighborhood shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of such Neighborhood, the repair, operation, and maintenance of Neighborhood improvements, and Neighborhood Common Area, the payment of proper expenses of the Association insofar as such expenses are directly related to the Neighborhood, the establishment of reasonable reserves for the maintenance, repair, and replacement of other capital improvements for the Neighborhood Common Area or for improvements shared in common by the Owners in the Neighborhood, and for such other purposes as shall be authorized by the Declaration or the Supplemental Declaration forming the Neighborhood.

(2) Basis and Maximum. This Declaration or the applicable Neighborhood Supplemental Declaration shall set forth (i) the basis by which Lots of such Neighborhood shall be assessed for Neighborhood Assessment purposes, (ii) the maximum Neighborhood Assessment to be collected annually, and (iii) the manner in which such maximum Neighborhood Assessment may be changed.

(c) Method of Assessment. By a majority vote of the Trustees, the Board shall fix the General Assessment to be collected at an amount not in excess of the current maximum for each assessment; provided, however, that the General Assessments shall be sufficient to meet the obligations imposed by the Declaration. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(d) Date of Commencement of Annual Assessments. The first Annual Assessments shall commence as to all Lots on the first day of the month after the conveyance to the Association of any portion of the Common Area.

Section 5. Special Assessments

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or other specified purpose, provided that any such assessment shall require the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members. Special Assessments for capital improvements to a Neighborhood Common Area that will primarily benefit and be maintained by the Owners of that Neighborhood shall be paid only by such Owners in the Neighborhood and require the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class A Members in that Neighborhood.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, or who fails to provide such maintenance funds as may be required by the Declaration. Restoration Assessments shall be limited to the amount

necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Developer Assessment

The Developer shall pay an annual Developer Assessment on the aggregate of all unimproved property that it owns or has contracted to purchase within the Development Limits in accordance with Article V, Section 4(a).

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency as provided by the POA Act and may: (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than is permissible by law, such rate to be set by the Board of Trustees for each Assessment period; (c) charge a penalty to be set by the Board of Trustees; (d) give Notice to the Owner that in the event payment with accrued interest and penalties is not paid within thirty (30) days from the date of such Notice, then the expressed contractual lien provided for by the Declaration shall be filed and/or enforced; and (e) upon Registered Notice to the Owner or Occupant of the Lot, suspend the right of such Owner or Occupant to vote or to use the Common Area until the assessment, accrued interest, penalties, and costs of collection are paid in full.

Section 8. Exempt Property

The following property shall be exempted from the assessments, charges, and liens created by the Declaration: (1) all Common Areas; (2) all Property to the extent dedicated and accepted by a public authority and devoted to public use; (3) all Property exempted from taxation by the Virginia or Roanoke government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

ARTICLE VI

NEIGHBORHOOD ASSESSMENTS

A. COTTAGE HOME NEIGHBORHOOD

Section 1. Purpose of Cottage Home Assessments and Exterior Maintenance

(a) The Cottage Home Neighborhood Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Cottage Home Neighborhood and for the limited maintenance of certain portions of the homes situated upon the Cottage Home Lots. Such Assessments will be blended and applied to all Lots within the Cottage Home Neighborhood, and not for the benefit of certain Lots over others.

(b) The Association shall provide limited maintenance for any dwellings located on any Cottage Home Lot which is subject to assessment hereunder, which maintenance shall be limited to: repairing, maintaining and/or replacing (except as the result of a casualty) in a commercially reasonable manner (i) the roof shingles and felt, gutters and downspouts; (ii) siding

maintenance, repair, and replacement; (iii) exterior painting maintenance of the exterior face of doors, handrails, columns, porches, and decks; and (iv) landscaping maintenance of mulch beds, grass areas, and snow removal on driveways and walkways for any Cottage Home 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.

(c) The Owner of any Cottage Home 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 all utility facilities, water connections from the Cottage Homes to the municipal main, sewer connections from the Cottage Homes to the municipal main, 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 Cottage Home 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 Cottage Home 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 days in advance, to enter upon any Cottage Home Lot or exterior of any residence upon a Cottage Home Lot at reasonable hours of any day except the Occupant's day of worship provided, however, that no prior notice shall be required for lawn 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.

Section 2. Maximum Annual Assessment

(a) Until January 1 of the year immediately following the conveyance of the first Improved Cottage Home Lot to an Owner other than Developer, the maximum annual Cottage Home Neighborhood Assessment shall be **\$1,900.00** per Improved Cottage Home Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Cottage Home Lot to an Owner, the maximum annual Cottage Home 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.

(c) From and after the first day of the fiscal year immediately following the conveyance of the first Cottage Home Lot to any Owner, the maximum annual Cottage Home Neighborhood

Assessment may be increased above the amount which can be set by the Board with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class CH Members (as hereafter defined).

(d) The Board of Trustees may fix the annual Cottage Home Neighborhood Assessment at an amount not in excess of the maximum.

(e) The maximum annual Cottage Home Neighborhood Assessment imposed on Cottage Home Lots pursuant to the Declaration shall be in addition to the maximum annual General Assessment and the maximum annual Alley Service Neighborhood Assessment (if applicable) that may be imposed on such Cottage Home Lots in accordance with the terms and conditions of the Declaration.

(f) The maximum annual Cottage Home Neighborhood Assessment for an Unimproved Cottage Home Lot shall be twenty-five percent (25%) of the maximum annual Cottage Home Neighborhood assessment rate for an Improved Cottage Home Lot, in accordance with Article V, Section 4(a).

Section 3. 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 all or a part of the cost of construction, reconstruction, repair or replacement of any capital improvements required to be made by the Association on any Cottage Home 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 a Quorum of the Class CH Members.

Section 4. Voting Rights for Class CH Members; Notice and Quorum for Any Action

(a) With respect to the supplemental provisions and assessments affecting the Cottage Home Neighborhood, the owners of the Cottage Home Lots shall comprise a separate class of Members of the Association, designated as "Class CH Members". The Class CH Members shall be entitled to one (1) vote for each Cottage Home Lot owned. Class A Members (unless also a Class CH Member) shall have no right to vote on Cottage Home Neighborhood matters as provided in the Declaration. The Class B Member during the Developer Control Period, must consent to any action taken by any vote on Cottage Home Neighborhood matters as provided in the Declaration. Only one vote may be cast per Cottage Home Lot, notwithstanding the number of Class CH Members owning any one Cottage Home Lot.

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

Section 5. Assessments

(a) Both annual and special assessments shall be payable as determined by the Board.

(b) Date of Commencement of Annual Assessments; Due Dates. Such annual assessments shall commence as to all Cottage Home Lots on the first day of the month following the date upon which the Developer conveys the first Cottage Home 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 Cottage Home 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 Cottage Home Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Cottage Home Lot is binding upon the Association as of the date of its issuance.

Section 6. Insurance

Fire Insurance. Each Owner shall maintain fire insurance with extended coverage endorsement (or more extensive insurance) covering the improvements on the Cottage Home Lot owned by him. Each such policy shall name the Association as an "Additional Insured". Each Owner shall provide to the Association a certificate of insurance reflecting such coverage being in force at all times.

Section 7. Easements

(a) Overhanging Roofs and Eaves. Each Cottage Home Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Developer, over each adjoining Lot for over-hanging roofs and eaves attached to improvements on the Cottage Home Lot; provided, however, that such encroachments may not exceed two 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 Cottage Home Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Developer, for encroachments on adjoining Cottage Home Lots due to hedges or above ground fences belonging to such Cottage Home Lot, to the extent such hedge or above ground fence encroaches on adjoining Cottage Home 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 the Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Cottage Home Lots, superior to all

other encumbrances which may hereafter be applied against or in favor of the Cottage Home Property.

B. CRESCENT HOME NEIGHBORHOOD

Section 1. Purpose of Crescent Home Assessments and Exterior Maintenance

(a) The Crescent Home Neighborhood Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Crescent Home Neighborhood and for the limited maintenance of certain portions of the improvements situated upon the Crescent Home Lots. Such Assessments will be blended and applied to all Lots within the Crescent Home Neighborhood, and not for the benefit of certain Lots over others.

(b) The Association shall provide limited maintenance for any dwellings located on any Crescent Home 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 the exterior face of doors, handrails, columns, porches, and decks; and (iv) landscaping maintenance of mulch beds, grass areas, and snow removal on driveways and walkways for any Crescent Home 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.

(c) The Owner of any Crescent Home 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 all utility facilities, water connections from the Crescent Homes to the municipal main, sewer connections from the Crescent Homes to the municipal main, 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 Crescent Home 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 Crescent Home 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 Crescent Home Lot or exterior of any residence upon a Crescent Home 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.

Section 2. Maximum Annual Assessment

(a) Until January 1 of the year immediately following the conveyance of the first Improved Crescent Home Lot to an Owner other than Developer, the maximum annual Crescent Home Neighborhood Assessment shall be **\$1,500.00** per Improved Crescent Home Lot.

(b) The maximum annual Crescent Home Neighborhood Assessment imposed on Crescent Home Lots pursuant to the Declaration shall be in addition to the maximum annual General assessment and the maximum annual Alley Service Neighborhood Assessment (if applicable) that may be imposed on such Crescent Home 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 Crescent Home Lot to an Owner, the maximum annual Crescent Home 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 Crescent Home Lot to any Owner, the maximum annual Crescent Home Neighborhood Assessment may be increased above the amount which can be set by the Board with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class CH Members (as hereafter defined).

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

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

Section 3. 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 Crescent Home 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 a Quorum of the Class CH members.

Section 4. Voting Rights for Class CH Members; Notice and Quorum for Any Action

(a) With respect to the supplemental provisions and assessments affecting the Crescent Home Neighborhood, the owners of the Crescent Home Lots shall comprise a separate class of

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

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

Section 5. Assessments

(a) Both annual and special assessments shall be payable as determined by the Board.

(b) Date of Commencement of Annual Assessments; Due Dates. Such annual assessments shall commence as to all Crescent Home Lots on the first day of the month following the date upon which the Developer conveys the first Crescent Home 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 Crescent Home 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 Crescent Home Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Crescent Home Lot is binding upon the Association as of the date of its issuance.

Section 6. 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 Crescent Home Lots and placed on the dividing line between the Crescent Home 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 6 of this Article VI(B).

(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 Crescent Home 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 Crescent Home Lot owned by him. Each such policy shall name the Association as an "Additional Insured". Each Owner shall provide to the Association annually a certificate of insurance reflecting such coverage being in force at all times.

Section 7. Easements

(a) Overhanging Roofs and Eaves. Each Crescent Home 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 Crescent Home Lot; provided, however, that such encroachments may not exceed two 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 Crescent Home Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Developer, for encroachments on adjoining Crescent Home Lots due to hedges or above ground fences belonging to such Crescent Home Lot, to the extent such hedge or above ground fence encroaches on adjoining Crescent Home 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 the Declaration and shall henceforth be deemed to be

covenants running with the land for the use and benefit of the Crescent Home Lots, superior to all other encumbrances which may hereafter be applied against or in favor of the Crescent Home Property or any portion thereof.

C. ROWHOUSE NEIGHBORHOOD

Section 1. Purpose of Rowhouse Assessments and Exterior Maintenance

(a) The Rowhouse Neighborhood Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Rowhouse Neighborhood and for the limited maintenance of certain portions of the improvements situated upon the Rowhouse Lots. Such Assessments will be blended and applied to all Lots within the Rowhouse Neighborhood, and not for the benefit of certain Lots over others.

(b) The Association shall provide limited maintenance for any dwellings located on any Rowhouse 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 the exterior face of doors, handrails, columns, porches, and decks; and (iv) landscaping maintenance of mulch beds, grass areas, and snow removal on driveways and walkways for any Rowhouse 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.

(c) The Owner of any Rowhouse 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 all utility facilities, water connections from the Rowhouses to the municipal main, sewer connections from the Rowhouses to the municipal main, 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 Rowhouse 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 Rowhouse 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 Rowhouse Lot or exterior of any residence upon a Rowhouse 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.

Section 2. Maximum Annual Assessment

(a) Until January 1 of the year immediately following the conveyance of the first Improved Rowhouse Lot to an Owner other than Developer, the maximum annual Rowhouse Neighborhood Assessment shall be **\$1,500.00** per Improved Rowhouse Lot.

(b) The maximum annual Rowhouse Neighborhood Assessment imposed on Rowhouse Lots pursuant to the Declaration shall be in addition to the maximum annual General Assessment and the maximum annual Alley Service Neighborhood Assessment (if applicable) that may be imposed on such Rowhouse 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 Rowhouse Lot to an Owner, the maximum annual Rowhouse 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 Rowhouse Lot to any Owner, the maximum annual Rowhouse Neighborhood Assessment may be increased above the amount which can be set by the Board with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class RH Members (as hereafter defined).

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

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

Section 3. 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 Rowhouse 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 a Quorum of the Class RH members.

Section 4. Voting Rights for Class RH Members; Notice and Quorum for Any Action

(a) With respect to the supplemental provisions and assessments affecting the Rowhouse Neighborhood, the owners of the Rowhouse Lots shall comprise a separate class of members of the Association, designated as "Class RH Members". The Class RH Members shall be entitled

to one (1) vote for each Rowhouse Lot owned. Class A Members (unless also being a Class RH Member) shall have no right to vote on Rowhouse Neighborhood matters as provided in the Declaration. The Class B Member during the Developer Control Period must consent to any action taken by any vote on Rowhouse Neighborhood matters as provided in the Declaration. Only one vote may be cast per Rowhouse Lot, notwithstanding the number of Class RH Members owning any one Rowhouse 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 Rowhouse Lots not less than ten (10) days, or more than sixty (60) days in advance of the meeting.

Section 5. Assessments

(a) Both annual and special assessments shall be payable as determined by the Board.

(b) Date of Commencement of Annual Assessments; Due Dates. Such annual assessments shall commence as to all Rowhouse Lots on the first day of the month following the date upon which the Developer conveys the first Rowhouse 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 Rowhouse 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 Rowhouse Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Rowhouse Lot is binding upon the Association as of the date of its issuance.

Section 6. 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 Rowhouse Lots and placed on the dividing line between the Rowhouse 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 6 of this Article VI(C).

(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 Rowhouse 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 Rowhouse Lot owned by him. Each such policy shall name the Association as an "Additional Insured". Each Owner shall provide to the Association annually a certificate of insurance reflecting such coverage being in force at all times.

Section 7. Easements

(a) Overhanging Roofs and Eaves. Each Rowhouse 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 Rowhouse Lot; provided, however, that such encroachments may not exceed two 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 Rowhouse Lot and its Owner is hereby declared to have an easement and the same is hereby granted by the Developer, for encroachments on adjoining Rowhouse Lots due to hedges or above ground fences belonging to such Rowhouse Lot, to the extent such hedge or above ground fence encroaches on adjoining Rowhouse 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 the Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Rowhouse Lots, superior to all

other encumbrances which may hereafter be applied against or in favor of the Rowhouse Property or any portion thereof.

D. TOWNHOUSE NEIGHBORHOOD

Section 1. Purpose of Townhouse 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) Except as otherwise provided herein, 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 the 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, (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, and (vi) repairing, maintaining and/or replacing that portion of the storm sewer pipes, conduits and utilities starting from the point of entry into the stormwater underground system on each Townhouse Lot and ending at the point where the underground stormwater piping intersects with that portion of the private stormwater system covered by the Stormwater Agreements. Notwithstanding the preceding the sentence, the Owner of a Townhouse Lot shall be responsible for the cost of any repair, maintenance and/or replacement to a Townhouse Lot arising in whole or in part due to the negligence or willful misconduct of such Owner or such Owner's family, guests, permittees, or invitees.

(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.

(e) The cost of all water and sewer services provided to all Townhouse Lots shall be paid for by the Association to the utility provider pursuant to the readings of a master meter or meters by the Association. Each Townhouse Lot shall have its own separate submeter that evidences the water and sewer usage of each Townhouse Lot. Notwithstanding anything contained herein to the contrary: (i) the Association shall invoice each Townhouse Lot Owner for the cost of water and sewer services, including a prorata share of all taxes, fees or other charges or expenses of any kind incurred by the Association with respect to providing water and sewer services to the Townhouse Lot owned by such Townhouse Lot Owner and according to the actual usage established by each Lot's respective submeter readings for the applicable period, and (ii) each Townhouse Lot Owner shall pay for such invoiced costs within twenty (20) days of the date of the invoice. Such water and sewer costs shall be deemed a portion of the Townhouse Neighborhood Assessment hereunder but shall not be subject to the limitations or maximums on the Townhouse Neighborhood Assessment set forth in Section 2 of Article VI(D) below.

Section 2. 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 shall be in addition to the maximum annual General Assessment, the maximum annual Alley Service Neighborhood Assessment (if applicable), and any water/sewer services charges 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 a Quorum of the Class TH Members (as hereafter defined).

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

(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).

Section 3. 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 a Quorum of the Class TH Members.

Section 4. Voting Rights for Class TH Members; Notice and Quorum for Any Action

(a) With respect to the supplemental provisions and assessments affecting the Townhouse Neighborhood, the Owners of the Townhouse Lots, which Owners shall comprise a separate class of Members of the Association, designated as "Class TH Members". The Class TH Members shall be entitled to one (1) vote for each Townhouse Lot owned. Class A Members (unless also being a Class TH Member) shall have no right to vote on Townhouse Neighborhood matters. 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 TH 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.

Section 5. Assessments

(a) Both annual and special assessments shall be payable as determined by the Board.

(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.

Section 6. 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 6 of this Article VI(D).

(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.

Section 7. 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 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.

E. ALLEY SERVICE NEIGHBORHOOD

Section 1. Purpose of Alley Service Assessments

(a) The Alley Service Neighborhood Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Alley Service Neighborhood and for the improvement and maintenance of the Alley Service Neighborhood Common Areas, including the maintenance of the paved and/or graveled surfaces of any alleys or alleyways, snow removal in the alleys or alleyways 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 keeping the alleys and alleyways in a generally clean and serviceable condition. Such Assessments will be blended and applied to all Lots within the Alley Service Neighborhood, and not for the benefit of certain Lots over others.

(b) The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Alley Service Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Alley Service Common Areas, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of Five Hundred

Thousand Dollars (\$500,000) and a One Million Dollar (\$1,000,000) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages is unreasonably high for the Association to bear, as determined by the Board of Trustees in their discretion. The foregoing limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

Section 2. Maximum Annual Assessment

(a) Until January 1 of the year immediately following the conveyance of the first Improved Alley Service Lot to an Owner other than Developer, the maximum annual Alley Service Neighborhood Assessment shall be \$205.00 per Improved Alley Service Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Alley Service Lot to an Owner, the maximum annual Alley Service 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.

(c) From and after January 1 of the year immediately following the conveyance of the first Alley Service Lot to any Owner, the maximum annual Alley Service Neighborhood Assessment may be increased without limit with the consent of the Class B Member during the Developer Control Period, and the assent of sixty-seven percent (67%) of a Quorum of the Class AS Members (as hereafter defined).

(d) The maximum annual Alley Service Neighborhood Assessment imposed on Alley Service Lots pursuant to the Declaration shall be in addition to the maximum annual General Assessments and other Neighborhood assessments that may be imposed on such Alley Service Lots in accordance with the terms and conditions of the Declaration.

(e) The maximum annual Alley Service Neighborhood Assessment for an Unimproved Alley Service Lot shall be twenty-five percent (25%) of the maximum annual Alley Service Neighborhood Assessment for each Improved Alley Service Lot, in accordance with Article V, Section 4(a). The Board of Trustees may fix the annual Alley Service Neighborhood Assessment at an amount not in excess of the maximum

Section 3. 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 improvement upon the Alley Service Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall be consented to by the Class B member during the Developer Control Period, and approved by a vote of sixty seven percent (67%) of a Quorum of the Class AS Members.

Section 4. Voting Rights for Class AS Members; Notice and Quorum for Any Action

(a) With respect to the supplemental provisions and assessments affecting the Alley Service Neighborhood, the owners of the Alley Service Lots shall comprise a separate class of members of the Association, designated as "Class AS Members". The Class AS Members shall be entitled to one (1) vote for each Alley Service Lot owned. Class A Members (unless also a Class AS Member) shall have no right to vote on Alley Service Neighborhood matters as provided in the Declaration. The Class B Member during the Developer Control Period must consent to any action taken by any vote on Alley Service Neighborhood matters as provided in the Declaration. Only one vote may be cast per Alley Service Lot, notwithstanding the number of Class AS Members owning any one Alley Service Lot.

(b) Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to the Class B Member during the Developer Control Period and all Owners of the Alley Service Lots not less than ten (10) days, or more than thirty (30) days in advance of the meeting.

Section 5. Assessments

(a) Rate of Assessment. Both annual and special assessments shall be payable as determined by the Board.

(b) Date of Commencement of Annual Assessments; Due Dates. Such annual assessments shall commence as to all Alley Service Lots on the first day of the month following the date upon which the first Alley Service Lot is conveyed to an Owner by the Developer. 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 Alley Service 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 Alley Service Lot have been paid. A properly executed certificate of the Association as to the status of assessments against an Alley Service Lot is binding upon the Association as of the date of its issuance.

Section 6. Easements

(a) Owners' Easements of Enjoyment. Every Owner of an Alley Service Lot shall have a right and easement of enjoyment in and to the Alley Service Neighborhood Common Areas (if any) which shall be appurtenant to and shall pass with the title to every Alley Service Lot.

(b) Easement for Ingress and Egress. Each Owner of an Alley Service Lot is hereby granted an easement for ingress and egress across the Alley Service Neighborhood Common Areas, subject to rules, regulations, and restrictions established by the Board of Trustees of the Association from time to time.

(c) Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, their right of enjoyment to the Alley Service Neighborhood Common Area and

facilities to the members of their family, their tenants, or contract purchasers who reside on the Alley Service Lot.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants

(a) Nuisances. No nuisance, including excessive or annoying noises or exterior lighting, shall be permitted to exist or operate upon any of the Property so as to jeopardize property values or be detrimental to the well-being of Members as determined by the Board of Trustees.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other property interest, shall be conveyed or transferred by an Owner, provided that this shall not prohibit transfers of Lots, deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work which materially alters the exterior appearance of any Lot or Common Area or the improvements located thereon from its natural or improved state from the view of a neighborhood public street, or violates the terms of the Pattern Book existing on the date such property was first subject to the Declaration, shall be made or done without the prior approval of the appropriate Design Review Committee.

(d) Rules. From time to time the Board of Trustees shall adopt general rules, including rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, solar panels, signs, trash and trash containers, maintenance and removal of vegetation on the Property. All such general rules and any subsequent amendments shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Section, provided that the Board of Trustees acts in accordance with adopted guidelines and procedures and does not act arbitrarily and capriciously. So long as the Developer or Builder are engaged in developing or improving any portion of the Property, such persons shall be exempted from Rules affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

Section 2. Maintenance of Property

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in this Declaration or a Supplemental Declaration, each Owner shall keep all Lots and improvements owned by him or her in good order and repair, free of debris, all in a manner and with such frequency as is consistent with the provision of the Declaration and good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon as provided by the Declaration, the Association, after Notice to the Owner and approval by two-thirds ($\frac{2}{3}$) vote of the Board of Trustees, shall have the right to enter upon such 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 a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided by the Declaration for nonpayment.

Section 3. Resale of Lot

(a) Reference to Declaration. The deed or instrument transferring title to any Lot should contain a provision incorporating by reference the covenants and restrictions set forth in the Declaration. Nevertheless, failure of any deed or instrument to contain such reference shall not prevent the conveyance of the Lot from being subject to the provisions of the Declaration.

(b) Notification. The contract seller of a Lot shall notify the Board of Trustees of the name and contact information of the contract purchaser and the schedule date and place conveyance will be accomplished. The contract purchaser shall be notified of the Covenants and Restrictions set forth in the Declaration and shall be provided a copy of the Declaration and any amendments or modifications thereto pursuant to §§ 55-511 and 55-512 of the Code of Virginia (1950), as amended.

(c) Estoppel Certificate. The Board of Trustees or its agent, upon receiving notification as provided in Section 3(b) above, shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the seller's account at the closing and transmitted directly to the Association.

ARTICLE VIII**EASEMENTS**Section 1. Utility Easements

There is hereby created an easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including: water, sanitary sewer, Stormwater Facilities, gas, telephone, electric,

television, cable, or communication lines, and systems. By virtue of this easement, it shall be expressly permissible for the Developer, the Association or the providing utility or service company, with the consent of the Developer during the Developer Control Period, to install and maintain facilities and equipment on the Property, to excavate for such purposes, and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of Living Units and improvements on or in Commercial or Commercial/Residential Lots, provided such company restores as nearly as is practicable all disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this Section: (1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines, gas lines, or other utility service lines or facilities for such utilities may be installed or relocated on such premises except as approved by the Developer prior to the conveyance of the first Lot to an Owner or by the Association thereafter, and (2) this paragraph shall not be construed to apply to the relocation, installation, or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Property.

Section 2. Developer's Easements to Correct Drainage

For a period of ten (10) years from the date of submission of each Lot to the Declaration, the Developer reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original vegetated condition as nearly as is practicable. The Developer's rights under this Section 2 may be assigned. For the purposes of this Declaration, the Stormwater Agreements shall be deemed an easement to correct drainage. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights

Notwithstanding any provision of the Declaration or of any Supplemental Declaration to the contrary, so long as the Developer or Builder are engaged in developing or improving any portion of the Property, the Developer and Builder and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Property not conveyed as a Lot to an Owner for occupancy for: (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

Section 4. Easement to Inspect

There is hereby created an easement in favor of the Association for ingress and egress on any Lot: (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements, and (b) to perform such maintenance as is required by the Declaration or the Supplemental Declaration for such Lot, provided the Owner of such Lot is

given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel

A right of entry on any Lot or Common Area is hereby granted to law enforcement officers and fire and rescue personnel as is needed to carry out their duties, including enforcement to allow access of cleared emergency vehicles.

Section 6. Easement for Landscaping, Signs, and Related Purposes

There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a nonexclusive easement over all Lots and Common Area for a distance of twenty (20) feet behind any Lot line which parallels, and is adjacent to, a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping.

Section 7. Buffer Easement

The Association shall have the right to inspect and maintain any area that lies within a buffer easement conveyed to the Association, and to remove any improvements or other items that are constructed or located within the buffer easement in contravention of the terms of such easement. Where the buffer easement lies within any Lot, any cost incurred by the Association in maintaining the easement or removing any improvements or other items shall be chargeable to the Lot Owner as a Restoration Assessment as set forth in Article V, Section 5(b) above.

Section 8. Easement for Access over Private Streets

There is hereby reserved to the general public an easement for ingress, egress, and access over all private streets within the Property, if any, subject to such rules and regulations as may be promulgated by the Board of Trustees of the Association.

Section 9. Easements to the Association

There are hereby granted to the Association, and its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in the Governing Documents. Specifically, but without limiting the generality of the foregoing, there are hereby reserved and granted to the Developer, and the Association, easements over the Lots and Common Area within the Property for utility line facilities, ingress and egress rights for the benefit of the Association in order for it to carry out its functions and duties as set forth in the Declaration, and access rights in favor of all applicable municipal agencies for the maintenance, repair and enforcement of their applicable duties or obligations with respect to the Property.

Section 10. Easement for Encroachment

Each Lot, all Property, and the Common Area are hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall

be valid easements for the maintenance of such encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by such encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful act or acts or with full knowledge of such 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 agree that minor unintentional encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

Section 11. Easement for Zero Lot Line Property

Each Owner of a zero lot line property, if any, is hereby granted an easement over all adjoining Lots for the purpose of maintenance of each such Owner's Lot. This easement is to be exercised so as to cause the least amount of interference with the use of the adjoining Lots by the adjoining Lot Owners.

ARTICLE IX

RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents

Subject to the right of the Developer to annex additional areas, the Association shall not without the consent of the Class B Member during the Developer Control Period, the consent of sixty-seven percent (67%) of the Class A Members, and the consent of fifty-one percent (51%) of the First Mortgagees:

(a) By act or omission seek to abandon, partition, encumber, sell, or transfer the Common Areas or other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Property, or in accordance with Article VII, or a re-subdivision of a portion of the Common Areas in accordance with Article IV, Section 3(h) shall not be deemed a transfer within the meaning of this clause;

(b) Fail to maintain fire and extended coverage insurance on insurable parts of the Common Areas or other Association property on a current replacement-cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

(c) Use hazard insurance proceeds for other than the repair, replacement, or reconstruction of such property; or

(d) Add or amend any material provisions of the Declaration or related Association documents concerning the following:

- (1) voting,
- (2) assessments, assessment liens, or subordination of such liens,
- (3) reserves for maintenance, repair, and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis,

- (4) insurance or fidelity bonds,
- (5) annexation or withdrawal of property to or from the Property,
- (6) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey their Property,
- (7) restoration or repair of the Common Areas or any improvements thereon after a hazard, damage, or partial condemnation,
- (8) termination of the Declaration after substantial destruction or condemnation occurs, or
- (9) any provisions that are for the express benefit of First Mortgagees.

An addition or amendment to the Declaration or related Association documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only or has an inconsequential effect on the right of First Mortgagees. A First Mortgagee who receives a written request to approve material additions or amendments and does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 2. Notice and Other Rights

The Association shall maintain a file of all First Mortgagees that are provided to the Association, cross-referenced to the property in which they have an interest. If requested in writing, the Association shall provide to all First Mortgagees who so request:

(a) Written notification of any default in the performance of any obligation under the Governing Documents by the Owner of a Lot that is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days; and

(b) Written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of any portion of the Common Area or of a Lot that is the security for the indebtedness due the First Mortgagee; and

(c) Written notice of, with right to attend, all meetings of the Association; and

(d) Any casualty loss that affects a material portion of the Lot that is the security for the indebtedness due the First Mortgagee; and

(e) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Books and Records

All Institutional Lenders who have an interest in the Property shall have the right to examine the books and records of the Association during normal business hours. The Association shall provide an audited statement for the preceding fiscal year to any Institutional Lender requesting such statement in writing.

Section 4. Notice of Actions

The Board shall give to such First Mortgagees as may request it notice of any civil action or liens lodged against the Association or officers or Trustees regarding their conduct in administering the affairs of the Association.

Section 5. Payment of Taxes and Charges

A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or First Mortgagees making such payments shall be owed immediate reimbursement thereof by the Association.

ARTICLE X**GENERAL PROVISIONS**Section 1. Duration

The Covenants and Restrictions of the Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of recordation of the Original Declaration (January 10, 2006), after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the Class A Members and by the Class B Member during the Developer Control Period, and by sixty-seven percent (67%) of the First Mortgagees. A termination must be approved by Roanoke and be recorded in the land records of such City in order to become effective.

Section 2. Amendment

For a period of ten (10) years after the recording of the Declaration, the Developer may make any amendment unilaterally which (i) is specifically allowed pursuant to the terms of the Declaration, or (ii) is required by the Federal Mortgage Agencies, as a condition of approval of the documents by the execution and recordation of such amendment following Registered Notice to all Owners. After such ten (10) year period, or to make any amendment which is not one required by such agencies or allowed pursuant to (i) immediately above, any such amendment shall be accompanied by a document signed by not less than sixty-seven percent (67%) of the Class A Members and the Class B Member during the Developer Control Period, and the Association, and evidence of the approval required in Article VIII above. Any amendment must be recorded in the land records of City of Roanoke in order to become effective.

Section 3. Enforcement; Charges

The Association, the Developer, any Owner, or First Mortgagee, as their interests may appear, 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 the Declaration and of Supplemental Declarations. Failure to enforce any Covenants or Restrictions shall in no event be deemed a waiver of the right to enforce them later.

The Association shall have the power to impose reasonable charges (not to exceed the limitations described in Section 55-513(B) of the POA Act, as amended), which shall constitute a lien upon the Lot of the violating Owner and which shall be deemed to be an assessment against the Owner's Lot for the purposes of giving to the Association the right to perfect and enforce such lien pursuant to the provisions of Section 55-516 of the POA Act, and to suspend an Owner's right to vote for violation of any duty imposed under this Declaration, the Bylaws, or any rules and regulations duly adopted thereunder; provided, however, nothing herein shall authorize the Association to limit ingress and egress to or from a Lot. If any Owner or occupant of a Lot violates this Declaration, Bylaws, or a rule or regulation and a charge is imposed, the charge shall be assessed against the Owner within the time period set by the Board of Trustees, and the Owner shall pay the charge upon notice from the Association. The failure of the Association to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Association to do so thereafter. Prior to imposition of any charge hereunder, the Association or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed charge to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Trustees or its designee for a hearing; and (iv) a statement that the proposed charge shall be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice. If a timely hearing is not requested, the sanction stated in the notice shall be imposed. If a hearing is requested in a timely manner, the hearing shall be held before the Board of Trustees, or a committee thereof, affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any charge imposed hereunder, proper notice shall be noted in the minutes of the meeting. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the charge, if any, imposed. The Board of Trustees may, but shall not be obligated to, suspend any proposed charge if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to impose charges as a result of future violations of the same or other provisions and rules by any party. The hearing, upon the consent of the Owner, may be held by conference call.

Section 4. Rights of the Developer

For such time as the Developer shall own Lots, there shall be no amendments to the Founding Documents which violate the existing zoning of the Property and the Developer's rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

- (a) Discriminate or tend to discriminate against its rights as an Owner;
- (b) Change Article I, Definitions, in a manner which alters its rights or status;
- (c) Alter its rights under Article II as regards annexation of additional Property;
- (d) Alter the character and rights of membership or the rights of the Developer as set forth in Article III;

(e) Alter previously recorded or written agreements with public or quasi-public agencies as regards easements, rights-of-way and open space provisions;

(f) Deny the right to convey Common Area to the Association so long as such Common Area lies within the land area represented in the Property or Development Limits;

(g) Alter its rights as set forth in Article III relating to design controls;

(h) Alter the basis for assessments;

(i) Alter the provisions of the protective covenants as set forth in Article VI;

(j) Alter the number or selection of Trustees as established in the Bylaws;

(k) Alter the Developer's rights as they appear under this Article.

Section 5. Management Contracts

Until such time as the Class B membership expires, the Developer shall have the right to enter into professional management contracts for the management of the Property; provided, however, that such contracts shall not be for more than three (3) years, and the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days' written notice given to the other party, or upon the expiration of the rights of the Developer as set forth in Article I, Section 19 above.

Section 6. Limitations

As long as the Developer has an interest in developing the Property, the Association may not use its financial resources to defray any costs of opposing the development activities of the Developer. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 7. Severability

Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8. Conflict

In the event of conflict among the Governing Documents, the Declaration shall control, then Supplemental Declarations, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents are found to be in conflict with statute, the statute shall control.

Section 9. Interpretation

Unless the context clearly indicates to the contrary, words with capitalized first letters shall be construed in accordance with Article I; the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." All Exhibits to the Declaration are deemed part of the

Declaration. The Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for its development. The headings used in this document are for indexing purposes only and shall not be used as a means of interpreting or construing the document's substantive provisions.

Section 10. Replacement in Entirety, Consent of Class B Member and President's Certification

This Declaration amends, restates and replaces the Original Declaration in its entirety. Pursuant to the POA Act and the Original Declaration, the Class B Member, by its execution of this Declaration below, hereby consents to the amendment, restatement and replacement of the Original Declaration in its entirety by this Declaration. Pursuant to the POA Act and the Original Declaration, the President of the Association, by his signature below to this Declaration, hereby certifies that the amendment, restatement and replacement of the Original Declaration in its entirety by this Declaration has been consented to by: (i) at least sixty-seven percent (67%) of the Class A Members by their execution of a written ratification of this Declaration, which is on file with the Association, and (ii) at least fifty-one percent (51%) of the First Mortgagees.

ARTICLE XI

DISSOLUTION OF THE ASSOCIATION

After receiving approval for dissolution in accordance with the Ordinance, the Association may be dissolved with the written consent of seventy-five percent (75%) of the Class A Members and the consent of the Class B Member during the Developer Control Period, and the consent of sixty-seven percent (67%) of the First Mortgagees. Prior to the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the City of Roanoke. In the event that such dedication is refused acceptance, upon dissolution such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization devoted to similar purposes.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Developer and the Association have caused the Declaration to be duly executed this ____ day of January, 2014.

COLONIAL GREEN, LC, a Virginia limited liability company

By: Joyce L. Graham
Name: Joyce L. Graham
Title: Manager

COLONIAL GREEN HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation

By: Steven Cronemeyer
Name: Steven Cronemeyer
Title: President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 28 day of January, 2014, by Joyce L. Graham, as Manager of Colonial Green, LC, a Virginia limited liability company, on behalf of the company.

Amy Jo Turman
Notary Public

My Commission Expires: 11/30/14



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

The foregoing instrument was acknowledged before me this 17th day of January, 2014, by Steven Cronemeyer, as President of Colonial Green Homeowners Association, a Virginia nonstock corporation, on behalf of the corporation.

Jessica R. Collins
Notary Public

My Commission Expires: 2/28/17



Exhibit A

Description of Real 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
Development Plan


1" = 60'



COLONIAL GREEN DEVELOPMENT

ILLUSTRATIVE MASTER PLAN

MAY 3, 2011



**HILL
STUDIO**

Community Planning • Landscape Architecture
Architecture • Historic Preservation

120 West Campbell Avenue SW
Kennesaw, Virginia 24011
tel: 540-342-5563
fax: 540-342-5625
www.hillstudio.com

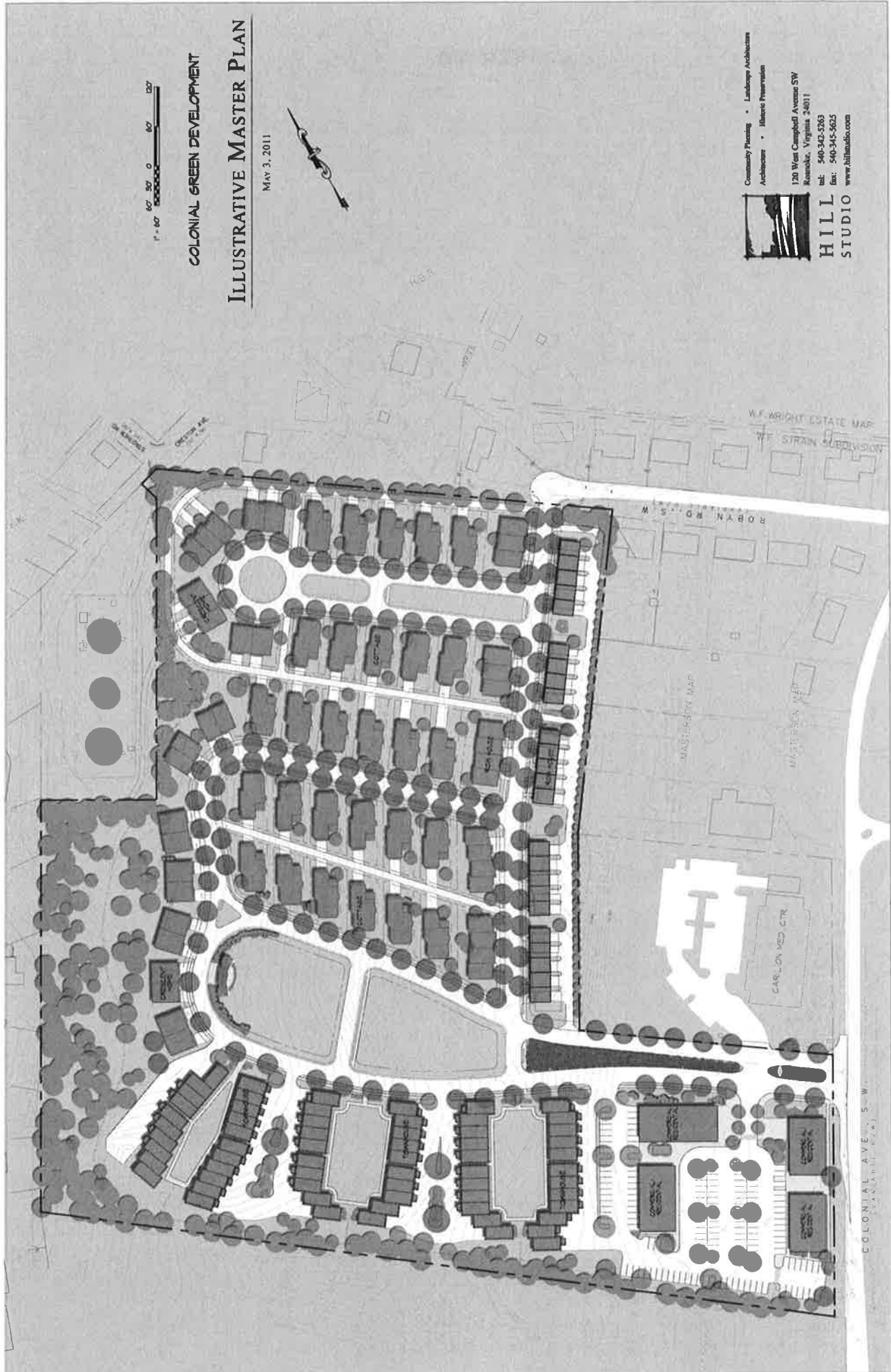
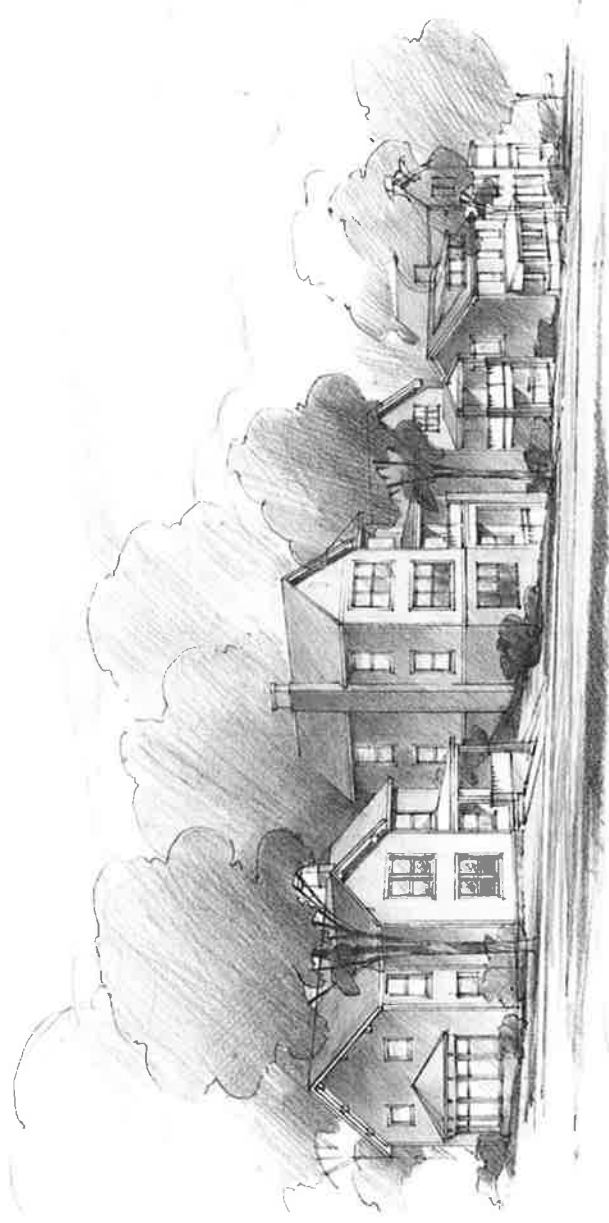


Exhibit C
Pattern Book

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.

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 NEGLECTED SIDE HILL - A RESULT OF POOR PLANNING. SUBSEQUENT LOSS TO CITY PROPERTY OWNER AND DEVELOPER



EXAMPLES OF RESIDENTIAL DEVELOPMENTS - THE STREET SQUARES CONFORMING TO THE TOPOGRAPHY



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.

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.

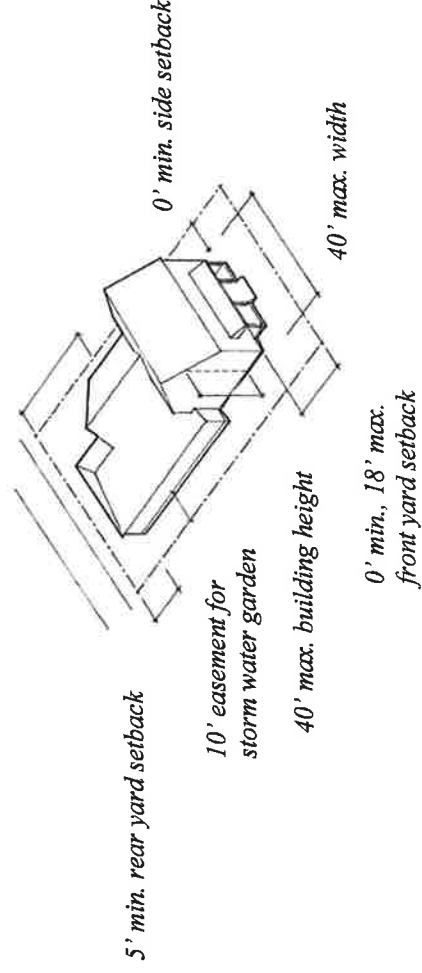
PLACEMENT OF DEVELOPMENT ON LOTS

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



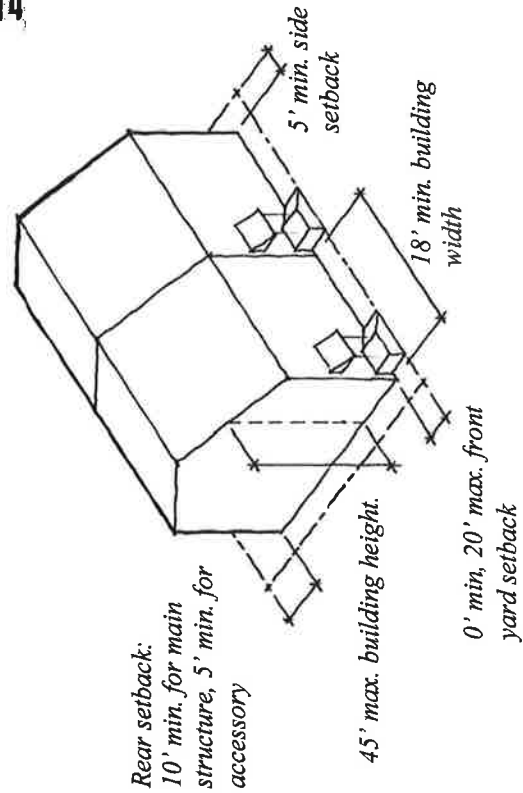
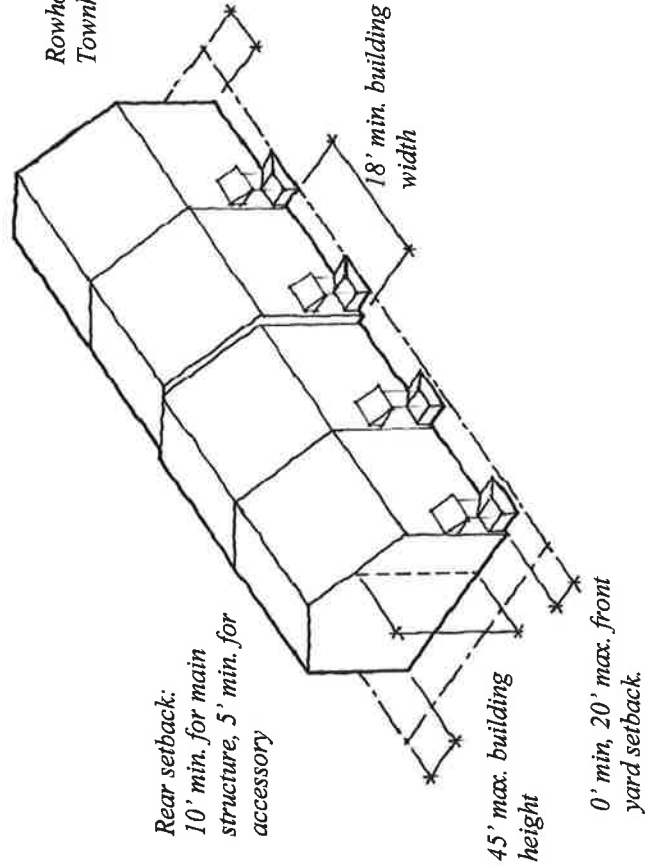
Colonial Green Development Pattern Book

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



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:

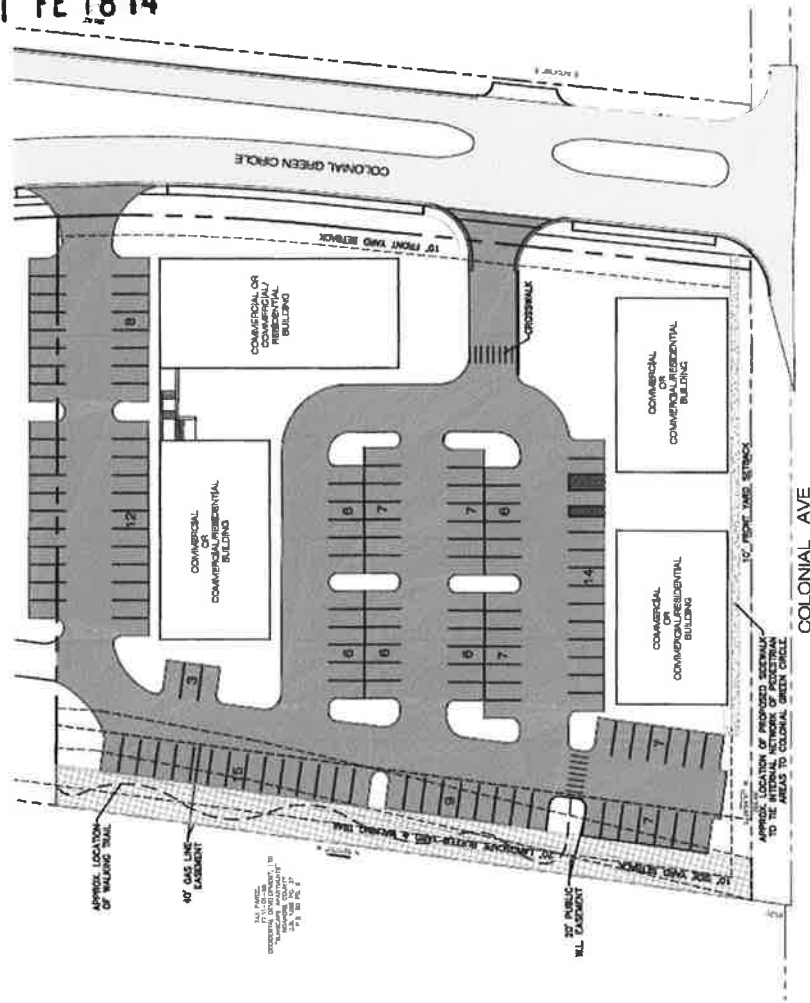
Front yard setback:	10 feet minimum from Colonial Green Parkway; 10 feet minimum setback from Colonial Avenue, except that awnings, canopies, overhangs, lighting fixtures, patios, balconies, railings, and other architectural details shall be permitted within the setback area.
Side yard setback:	10 feet 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



Colonial Green Development Pattern Book

COLONIAL REVIVAL

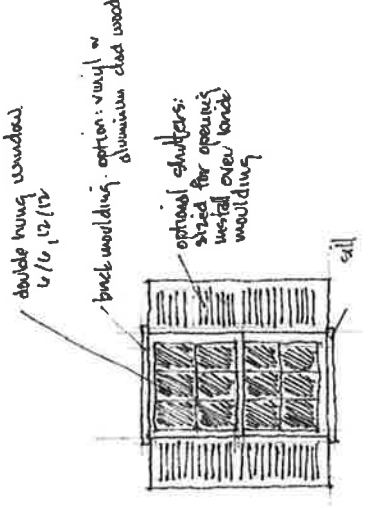
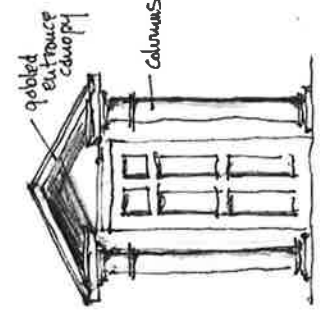
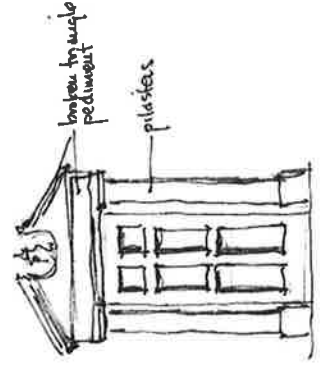


History and Character

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:



Colonial Green Development Pattern Book

TUDOR

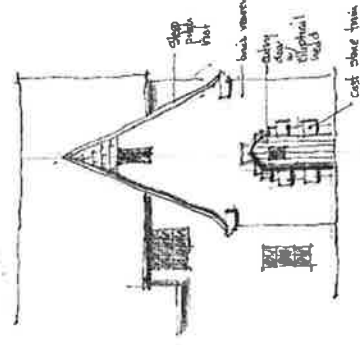
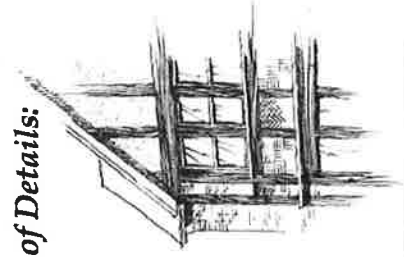


History and Character

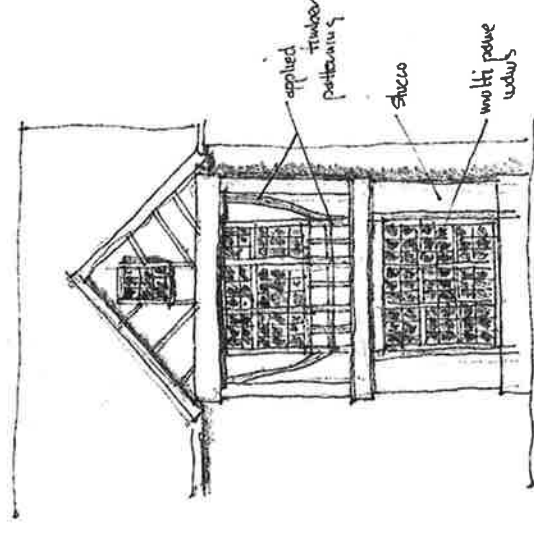
Roanoke has a particular affinity for the Tudor style, as seen in Hotel Roanoke and historic Fairacres. Popular in the early part of the 20th Century, the Tudor style was reflective of early 16th Century English architecture. A popular building style for suburban houses in the 1920s and 1930s, the details 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:



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TUDOR STYLE: PART

Colonial Green Development Pattern Book

CRAFTSMAN

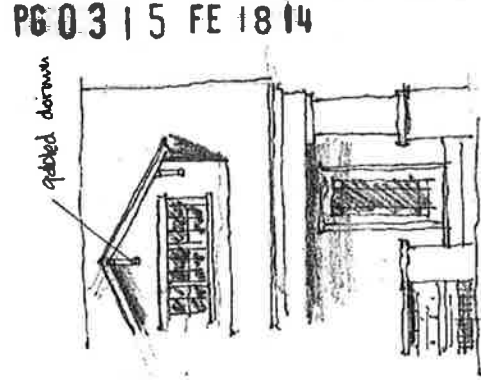
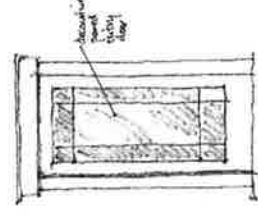
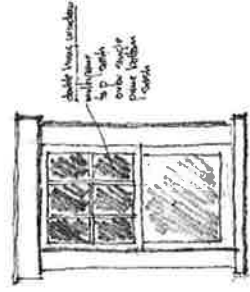
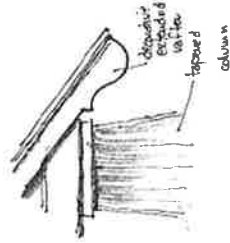


History and Character

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:



Colonial Green Development Pattern Book

FOLK VICTORIAN

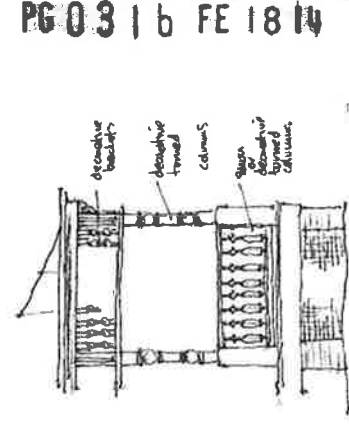
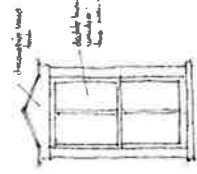
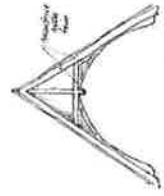


History and Character

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:

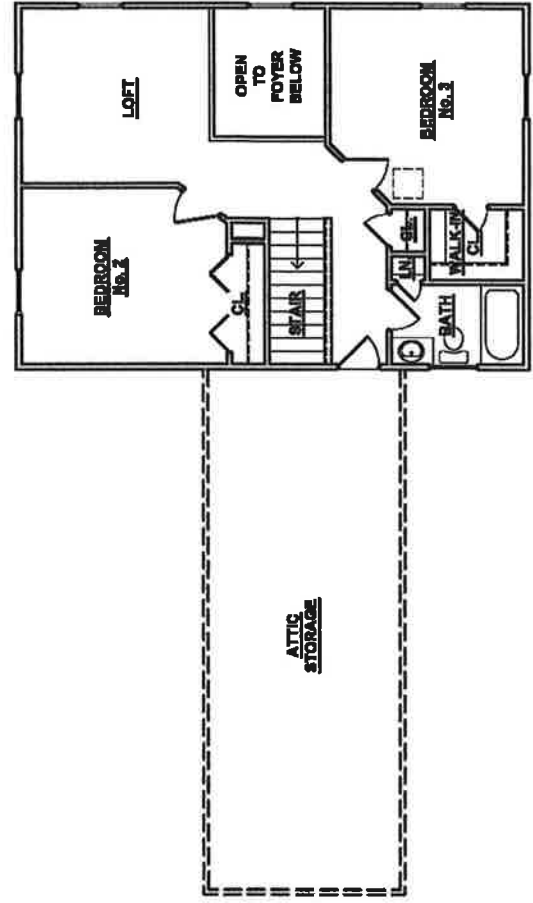
- ❖ Prominent front porch, usually three-fourths to full width of house;
- ❖ Architectural detailing on porches; decorative millwork, columns, railings
- ❖ Sometimes decorative features in front gable
- ❖ Double-hung windows, sometimes paired; occasional decorative accent windows

Examples of Details:



PG 03 | 6 FEB 18 14

*Conceptual Floor Plan for Cottages
(applicable to all styles)*



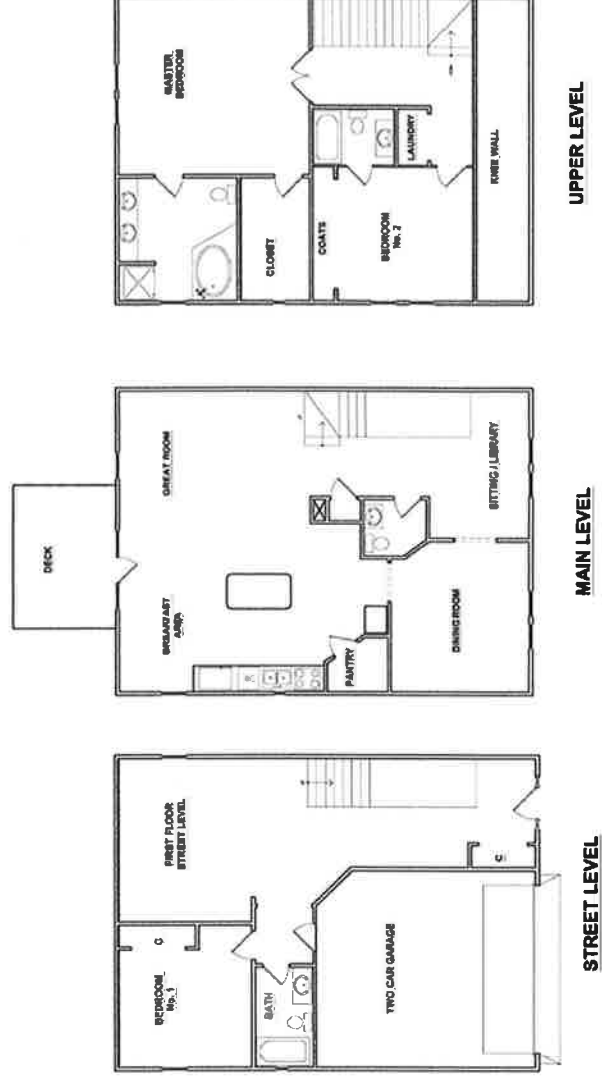
Colonial Green Development Pattern Book

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:

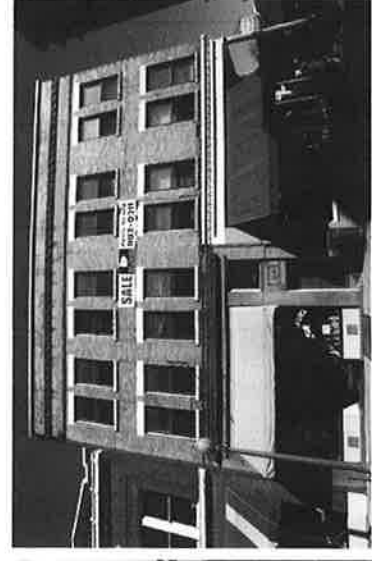
- ❖ Multi-story living
- ❖ Street or alley level garages



*Conceptual Floor Plans
Crescent Homes, Rowhouses and Townhouses*

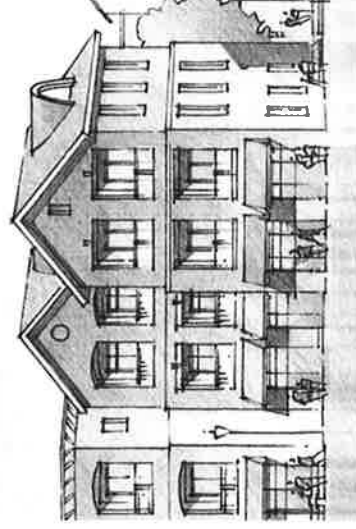
Colonial Green Development Pattern Book

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.

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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.

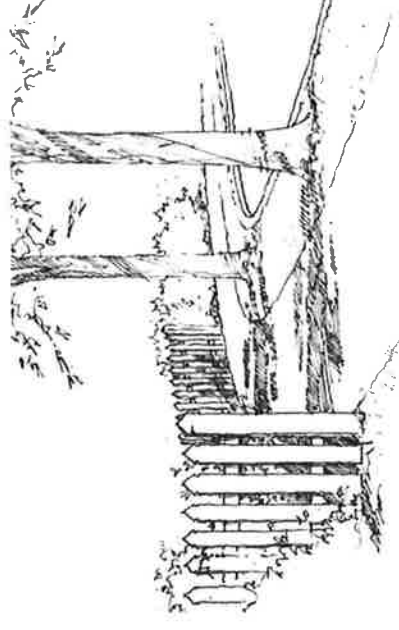
Landscape Standards

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.



PG 0322 FE 18 14

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.

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

PG 0325 FE 1814

Exhibit D**Neighborhood Designations**

<u>Tax Number of Lot</u>	<u>Neighborhood Designation(s)</u>
1570101	Commercial or Commercial/Residential Lot
1570136	Crescent Home Lot
1570137	Crescent Home Lot
1570138	Crescent Home Lot
1570139	Crescent Home Lot
1570140	Crescent Home Lot
1570141	Crescent Home Lot
1570142	Crescent Home Lot
1570143	Crescent Home Lot
1570144	Crescent Home Lot
1570145	Crescent Home Lot
1570146	Cottage Home Lot; Alley Service Lot
1570147	Cottage Home Lot; Alley Service Lot
1570148	Cottage Home Lot; Alley Service Lot
1570149	Cottage Home Lot; Alley Service Lot
1570150	Cottage Home Lot; Alley Service Lot
1570151	Cottage Home Lot; Alley Service Lot
1570158	Rowhouse Lot
1570159	Rowhouse Lot
1570160	Rowhouse Lot
1570161	Rowhouse Lot
1570162	Rowhouse Lot
1570163	Rowhouse Lot
1570164	Rowhouse Lot
1570165	Rowhouse Lot
1570166	Rowhouse Lot; Alley Service Lot
1570167	Rowhouse Lot; Alley Service Lot
1570168	Rowhouse Lot; Alley Service Lot
1570169	Rowhouse Lot; Alley Service Lot
1570170	Rowhouse Lot; Alley Service Lot
1570171	Rowhouse Lot; Alley Service Lot
1570172	Rowhouse Lot; Alley Service Lot
1570173	Rowhouse Lot; Alley Service Lot
1570174	Rowhouse Lot; Alley Service Lot
1570175	Rowhouse Lot; Alley Service Lot

1570177	Townhouse Lot; Alley Service Lot
1570178	Townhouse Lot; Alley Service Lot
1570179	Townhouse Lot; Alley Service Lot
1570180	Townhouse Lot; Alley Service Lot
1570181	Townhouse Lot; Alley Service Lot
1570182	Townhouse Lot; Alley Service Lot
1570183	Townhouse Lot; Alley Service Lot
1570184	Townhouse Lot; Alley Service Lot
1570185	Townhouse Lot; Alley Service Lot
1570186	Townhouse Lot; Alley Service Lot

In the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia, this Instrument is admitted to Record on

February 18, 20 *14*, at *1:11* o'clock *P*. M.

Teste: BRENDA S. HAMILTON, CLERK

By

[Signature]
Deputy Clerk

140001331