

**COLONIAL GREEN
RULES AND REGULATIONS
JULY 10, 2006**

Single Family Homes and Town Homes

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COLONIAL GREEN RULES AND REGULATIONS

Single Family Homes and Town Homes

As provided for in the Declaration of Covenants and Restrictions for Colonial Green Homeowners Association (the “Declaration”), the Board of Trustees is empowered to establish rules and regulations for the use of the Property from time to time.

The following constitute the “Rules and Regulations” of Colonial Green, which have been duly adopted by the Board of Trustees. These Rules and Regulations shall be placed in the Book of Resolutions. They shall be binding on all Members, unless expressly provided otherwise.

1. Applicability

- a. These Rules and Regulations shall apply to all Single Family Homes and Town Homes in the Colonial Green development.
- b. The Association, Developer or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions and covenants imposed hereby. Failure by the Association, Developer, or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and the invalidation of one or more of the restrictions, conditions, covenants, or reservations herein shall not affect the right to enforce the remaining restrictions. The Association and/or any Lot Owner shall be responsible for Developer’s reasonable attorney’s fee in the event either or both institute a legal action against the Developer, and Developer prevails in such action.

2. Capitalized Terms and Definitions

Unless otherwise defined herein, all words or terms used in these Rules and Regulations shall have the same definition as set forth in the Declaration.

3. Design Review Committees

- a. Prior to breaking ground or commencing construction, any plans must be submitted to the appropriate Design Review Committee for approval as provided in the Declaration.
- b. No Living Unit or permanent structure shall be built, or any landscaping installed, until approved in writing by the appropriate Design Review Committee.
- c. Landscaping shall be broadly defined as all vegetation (such as grass, plants and trees), mulch beds, fencing, yard lighting, sidewalks, driveway, mailboxes, retaining walls, basketball goals, etc. which substantially affect the appearance of the Property from the street and surrounding lots.

- d. Landscaping plans showing specifications, nature, kind, shape, height, materials, color and location of same must be approved prior to installation. Builders may submit one or more standard landscaping plan(s) for each Lot type to satisfy this requirement.
- e. No person examining the record title to a Lot shall be required to request or secure any evidence of Design Review Committee plan approval in order to certify fee simple, marketable title in Colonial Green.

4. Construction

- a. No Single Family Home or Town Home shall be constructed within Colonial Green unless it complies with the Pattern Book.
- b. The Board of Trustees must approve in writing all exterior color options for Colonial Green.
- c. Construction of any Living Unit and associated structures shall be completed within twelve (12) months following commencement of construction. For the purposes of this restriction, commencement of construction will be defined as the date on which the first excavation for a permanent structure is performed.
- d. All Living Units must have a minimum of 1,200 square feet of finished, above grade living space.

5. Occupancy

- a. No structure of a temporary character, including but not limited to a trailer or recreational vehicle, shall at any time be used as a Living Unit, temporarily or permanently. No basement shall be used as a Living Unit unless a certificate of occupancy has been granted for a completed structure above the basement. No garage shall be used as a Living Unit unless a certificate of occupancy has been granted for a primary Living Unit on the same Lot.
- b. Occupancy by a club, fraternity or organization is prohibited with the exception that the Developer or Builder may construct model homes on the Property and utilize them for sales and marketing purposes until such time as the last Lot is sold.
- c. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.
- d. No owner shall make or permit any disturbing noises or do or permit anything to be done on any Lot which will interfere with the rights, comforts or conveniences of other owners.
- e. Any Lot Owner who rents a Lot to a lessee shall deliver to the Association a written statement designating the name or names of those persons entitled to use the Lot, together with a written covenant from such lessee(s) in favor of the Association stating that the lessee(s) will fully comply with all the terms and provisions of this Declaration, the Articles, Bylaws, and the Book of Resolutions. In the event that such covenants are violated, the Lot Owner renting to the lessee(s) shall cause the lessee(s)

to vacate the lot and, in the event such party or parties do not vacate the lot, the Association shall take whatever measures are necessary to have the party or parties removed from the lot and shall assess the owner for any costs or attorney's fees caused by such measures. No lease term on any lot shall be for a period less than twelve (12) months. Any lease, or proposal thereof, shall be submitted to the Board of Trustees for their records.

6. Accessory Structures

- a. Accessory building and accessory structure are defined for the purposes of these Rules and Regulations as a building or structure detached from a Living Unit on the same Lot and customarily incidental and subordinate to the Living Unit. Where a building or structure is attached to a Living Unit in a substantial manner, as by a wall or roof, such building shall be considered part of the Living Unit.
- b. Accessory structures shall be permitted provided that the gross floor area of the accessory structure shall be ten percent (10%) or less of the gross floor area of the principal structure on the same Lot.
- c. The side yard and rear yard setback requirements for accessory structures shall be identical to the setback requirements for primary structures on the same Lot as specified in the Pattern Book, unless otherwise regulated by the City of Roanoke.
- d. No more than one (1) accessory structure will be permitted on any Lot.
- e. No accessory structure(s) shall be constructed prior to the construction of the Living Unit.
- f. The architectural style of accessory structures must conform to the standards set forth in the Pattern Book.
- g. No awnings, shades, or other items shall be attached to, hung or used on the exterior of any window or door of a structure or on the exterior of any building without the written approval of the Board of Trustees.
- h. No screen or storm doors shall be permitted on any windows or doors other than those installed by the original Builder without the written approval of the Board of Trustees. No foil, window tinting or other sun-shielding materials or devices shall be permitted upon any glass surfaces without the written approval of the Board of Trustees.
- i. No accessory structure is permitted to be used in a way which is inconsistent with the residential nature of Colonial Green. Lot Owners must maintain the exterior appearance of accessory structures. No accessory structures shall be allowed which are temporary in nature and all accessory structures shall be constructed on a permanent foundation.

7. Utilities

- a. Public water is available to each Lot in Colonial Green and proper connection to and usage of such is required by Lot Owners. The Developer will provide a water lateral from the main water line to the Lot. No individual well water supply system is

permitted on any Lot. The Lot Owner is responsible for all future maintenance and repairs to the private water lateral.

- b. Public sewer is available to each Lot in Colonial Green and proper connection to and usage of such is required by Lot Owners. Developer will provide a sewer lateral from the sewer main to the Lot. It is the responsibility of the Lot Owner to determine the depth of the sewer line prior to closing on a Lot. No individual septic system is permitted on any Lot. The Lot Owner is responsible for all future maintenance and repairs to the private sewer lateral.
- c. No overhead wires, poles or overhead facilities of any kind for electrical or telephone service will be permitted in Colonial Green (except such poles and overhead facilities as may be required at those places where distribution facilities enter, cross, and leave Colonial Green area). Nothing herein shall be construed to prevent street lighting or ornamental yard lighting serviced by underground wires or cable.
- d. Electric service entrance facilities shall be provided by the Lot Owner.
- e. All electric, telephone, and other service cables servicing the Living Unit shall be installed underground through the Lot Owner's property and not less than twenty-four (24) inches deep. All trenches are to be excavated and properly backfilled by the Lot Owner. Lot Owners are responsible for repairing settlement of utility trenches and lines.

8. Screening/Storage of Tanks, Waste, Firewood, Personal Property and Vehicles

- a. Every tank for the storage of fuel or other substance outside any building on any Lot shall be completely screened to the satisfaction of the appropriate Design Review Committee. All receptacles or containers for ashes, trash, rubbish, or garbage shall be screened or so placed and kept as not to be visible from any street at any time except during refuse collection periods.
- b. Any firewood stored on any Lot must be stacked in a neat manner.
- c. All lots shall be kept clean and free of unsightly mechanical equipment, garbage, junk, trash, debris, or any condition that might contribute to a health hazard or an unsightly environment.
- d. The personal property of all owners shall be stored within their structures or, if applicable, within storage areas assigned to Lot Owners unless contrary storage arrangements are approved in writing by the Board of Trustees.
- e. No abandoned or disabled vehicles, trucks, commercial vehicles, recreation vehicles, motor homes, motorcycles, campers, boats or boat trailers may be parked upon any Association Property or Lot. Any non-conforming vehicles may be kept in an enclosed garage. No car covers shall be allowed. No un-licensed vehicles or vehicles with expired inspection stickers shall be allowed. No repair work to any type of motor vehicle shall be conducted on Association Property or any Lot other than very minor repairs.

9. Parking and Driveway

- a. Lot Owners must provide for off-street parking for all vehicles that he or she may own at any time while living within the boundaries of Colonial Green. Except for temporary guest parking, on-street parking is prohibited.

10. Lot before Construction

- a. The Lot Owner shall be responsible for maintenance of the front ten (10) feet of his or her vacant Lot in a lawn-like manner. The Board of Trustees reserves the right to keep the lots mowed and in a presentable condition at the Lot Owner's expense.
- b. No Lot may be used or maintained as a dumping ground for rubbish, or filled with tree stumps, cut trees, underbrush, etc.

11. Other Yard Related Items – Size, Type, Placement, and Screening

- a. Swing sets and similar children's play equipment must be located in the rear yard of the house and must be properly maintained.
- b. No permanent clothesline shall be installed. Retractable lines may be installed.
- c. Permanent basketball backboard locations must be approved by the appropriate Design Review Committee. Backboards must be properly maintained by the Lot Owner.
- d. Garden plots are to be allowed on residential lots in the back yard of homes. Any garden plot over 200 square feet must have special screening (i.e., evergreen trees, or fence) which must be approved by the appropriate Design Review Committee. Dead vegetation must be removed from garden plots by November 1 each year.
- e. No solar collectors, satellite dishes or exterior antennas of any kind will be allowed without written approval from the appropriate Design Review Committee prior to installation. In order to comply with the applicable rules of the Federal Communications Commission and the Telecommunications Act of 1966 (the Telecommunications Act"), as it may be amended from time to time, the Board of Trustees will act promptly in responding to any request for erection of an exterior antenna, and any restrictions which the Board of Trustees places on the installation of such antenna or dish shall not prevent or unreasonably delay the installation, maintenance or use of an antenna; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. The Board of Trustees may require that any such antenna be landscaped, as long as such landscaping does not violate any of the terms of this paragraph. In addition, the Board of Trustees may require that antennae be removed during routine maintenance, and that an owner sign an indemnification agreement, agreeing to reimburse the Association for any personal injury or damage occurring to members, common property or other owners' property, due to the installation and use of the antennae. No antenna shall be installed on common areas owned by the Association and no antennae or dish shall be permitted which is larger than one (1) meter in diameter. The Developer or Board of Trustees shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for

the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. The Board of Trustees, by promulgating this section, is not attempting to violate the Telecommunications Act, and this section shall be interpreted to be as restrictive as possible while not violating the Telecommunications Act.

- f. No on-site incinerators are permitted.
- g. After original construction is complete, and unless the Lot is being used as a model by the Developer or Builder, no signs of any kind will be permitted on any residential Lot except one (1) for sale sign and one (1) job site sign, each sign to have no more than five (5) square feet of sign area.

12. Landscaping

- a. Each individual Lot Owner shall maintain all trees, shrubs, bushes and other plantings on the Lot.
- b. Colonial Green will have approved mailboxes and posts designated by the Board of Trustees. Lot Owners are required to install and use an approved mailbox and post.

13. Issues During Construction

- a. Haphazard storage of construction and other materials will not be allowed. The building site must be kept clear of paper and other debris and maintained at all times in a manner which is not unattractive from the street, adjoining lots, and other common areas. If, after thirty (30) days notice in writing by the Board of Trustees or its successors or assigns, debris is not cleared from the site, the Association may clear the site at the Lot Owner's expense.
- b. No open air fires shall be started or maintained on any Lot except in a grill, fireplace, or other suitable enclosures or container designed for safe housing of man-made fires for cooking.
- c. Lot Owner or Lot Owner's contractor shall provide appropriate restroom facilities adequate for all workers on the building site during construction of the Living Unit.
- d. Warning fencing shall be installed along common Lot lines separating building sites and occupied Living Units.
- e. Construction activity on lots shall be limited to the hours of 7 a.m. to 7 p.m. on weekdays. Construction activity on Thanksgiving, Christmas, New Years day, Easter, Memorial Day, and Labor Day is prohibited. Construction activity is limited from 8 a.m. to 6 p.m. on Saturdays and Sundays.

14. Pets

- a. No animals (cattle, horses, ponies, sheep, goats, etc.), livestock, or poultry of any kind shall be raised, bred or kept on any Lot or portion of any Lot, except dogs or cats and/or other household pets which may be kept, provided that the same are not kept, bred or maintained for any commercial purposes.

- b. Pens and cages for household pets shall be located in the rear yards and shall be constructed of approved fencing materials.
- c. Owners of pets are required to remove and properly dispose of any solid waste material deposited by their pet.

15. Wood Heating

- a. Heating units in all structures shall be restricted to oil, gas, solar, or electrical operation. Nothing herein shall be construed to prohibit fireplaces or woodstoves except where the use of same constitutes the primary heating unit for the structure. Emergency use, due to a power or gas line outage, of wood as fuel source would be considered a temporary use, and therefore, in general, not a nuisance.