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**BYLAWS**  
**OF**  
**COLONIAL GREEN HOMEOWNERS ASSOCIATION**  
**July 14, 2006**

**BYLAWS OF COLONIAL GREEN HOMEOWNERS ASSOCIATION**

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## ARTICLE I

### NAME, LOCATION, AND TERMS

Section 1.1. Name. The name of the corporation is **Colonial Green Homeowners Association**.

Section 1.2. Principal Office. The principal office of the Association shall be located at 210 First Street, Suite 200, Roanoke, Virginia, 24011 with a mailing address of P.O. Box 2887, Roanoke, Virginia 24001.

Section 1.3. Capitalized Terms. Unless otherwise defined herein, all capitalized words or terms used in these Bylaws shall have the same meaning as set forth in that certain Declaration of Covenants and Restrictions recorded in the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia as Instrument No. 060000420, dated January 10, 2006 (the "Declaration").

## ARTICLE II

### MEETING OF MEMBERS

Section 2.1. Annual Meetings. The first annual meeting of the Members shall be held on a date determined by the Board of Trustees, which date shall be within one (1) year of the recordation of the Declaration in the Clerk's Office. Thereafter, the annual meetings of the Association shall be on the second Tuesday of each September, unless such day is a holiday, in which event the meeting shall be held on the next succeeding Thursday which is not a holiday. The Board of Trustees shall identify the times and locations of the meetings.

Section 2.2. Special Meetings. Special meetings of the Members may be called upon the occurrence of one (1) of the following:

(a) The President shall call a special meeting if so directed by resolution of the Board of Trustees;

(b) Upon presentation of a petition signed and presented to the Secretary by Owners holding not less than fifty percent (50%) of all votes entitled to be cast by the Association; or

(c) Upon written request of the Developer during the period while the Developer's rights as Developer are in effect (the "Developer Control Period").

Section 2.3. Notice of Meetings. Except as may otherwise be provided in these Bylaws or in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by transmitting a copy of such notice, postage prepaid, electronically, or delivering by hand, at least fourteen (14) days before an annual or regularly scheduled meeting or at least seven (7) days before any other meeting, and no more than sixty (60) days before any meeting to each Member. All notices shall

be addressed to the address of each Member last appearing on the books of the Association or supplied in writing by each Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 2.4. Order of Business. The order of business at all meetings of the Association shall be substantially as follows:

- (a) Roll call and establishment of a quorum or quorums;
- (b) Proof of notice of meeting;
- (c) Approval of minutes of preceding meeting;
- (d) Member Comments;
- (e) Reports of Officers and Board of Trustees;
- (f) Reports of Committees;
- (g) Discussion of budget, when appropriate;
- (h) Elect the Board of Trustees (when so required);
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

Section 2.5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, who hold at least twenty-five percent (25%) of the outstanding Class A votes, and the presentation by presence or proxy of the Class B Member, so long as it shall exist, shall constitute a quorum for any action except as otherwise provided in the Declaration, Articles, or these Bylaws.

Section 2.6. Conduct of Meetings. The President shall preside over each meeting of the Association, and the Secretary shall keep the minutes of the meeting and record in the Book of Resolutions any resolutions adopted at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then-current edition of Robert's Rules of Order shall govern conduct of all meetings of the Association when not in conflict with the Declaration, the Articles, these Bylaws, or applicable law.

Section 2.7. Votes. The Association shall have two (2) primary classes of voting membership:

(a) **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.

(b) **Class B.** The Class B Member shall be the Developer, or its successors and assigns. The Class B Member shall have a majority voting power until it conveys the last Lot to a Class A Member. Class B membership shall cease when Developer no longer owns or has a right to purchase any portion of the Property, or as designated in Article I above. 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 Members or for voting at a meeting of the Members.

The vote for any membership 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 2.8. Proxies. All proxies shall be in writing in accordance with the form of proxy approved by the Board of Trustees and may be substantially in the form attached as Exhibit A. All proxies shall be filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon the adjournment of the first meeting held on or after the date of the proxy.

Section 2.9. Attendance by Trustees. Each Trustee of the Board of Trustees shall attend all annual and special meetings of the Association unless the President excuses a Trustee from a meeting prior to its commencement.

Section 2.10. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the unanimous written approval of all of the Members. Any action so approved shall have the same effect as though taken at a meeting of the Members and shall be limited to matters upon which the Members are entitled to vote.

### ARTICLE III

#### BOARD OF TRUSTEES: SELECTION, TERM OF OFFICE

Section 3.1. Number. The affairs of the Association shall be managed by a Board of Trustees consisting of no fewer than three (3) and no more than five (5) Trustees. As provided in Article III, Section 3(a) of the Declaration, during the Developer Control Period, the Developer shall appoint at least three (3) of the Trustees of the Board of Trustees. Upon the expiration of the Developer Control Period, the Members shall elect the Trustees.

Section 3.2. Term of Office. During the Developer Control Period, the Trustees shall serve at the pleasure of the Developer. Upon the expiration of the Developer Control Period, the President shall call a special meeting of the Association to install the new Board of Trustees elected by the Association which shall serve for a term of two (2) years each.

Section 3.3. Removal; Vacancies. During the Developer Control Period, no Trustee may be removed without written consent of the Developer. Upon the expiration of the Developer Control Period, any Trustee may be removed by the Board of Trustees for cause by a majority vote of the Members at any meeting at which a quorum is present. The term "for cause" shall include but shall not be limited to a Trustee missing three (3) consecutive, regular meetings of the Board of Trustees. Upon the death, resignation, or removal of a Trustee, a

successor shall be elected by the Developer if the vacancy occurs during the Developer Control Period or by the Members that elected the vacating Trustee if the vacancy occurs after the Developer Control Period. The successor Trustee shall serve for the unexpired term of his predecessor. A Trustee may resign at any time by giving written notice to the Board of Trustees, President, or Secretary. Such resignation shall take effect upon the date of receipt of such notice or upon the date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.4. Compensation. No Trustee shall receive compensation for services rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties as a Trustee.

#### ARTICLE IV

##### MEETING OF TRUSTEES

Section 4.1. Regular Meetings. Beginning July 1, 2006, regular meetings of the Board of Trustees shall be held no less frequently than semi-annually, with notice, at such place and hour as may be fixed from time to time by resolution of the Board of Trustees.

Section 4.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any three (3) Trustees, after not less than seven (7) days written notice to each Trustee.

Section 4.3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Trustees.

Section 4.4. Votes and Proxies. At all meetings of the Board of Trustees, a Trustee may vote in person or by proxy. All proxies shall be in writing in accordance with the form of proxy approved by the Board of Trustees and may be substantially in the form attached as Exhibit B. All proxies shall be filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon the adjournment of the first meeting held on or after the date of the proxy.

Section 4.5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees or pursuant to a telephonic meeting, as permitted by Virginia law.

Section 4.6. Conduct of Meeting. The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep the minutes of the meetings of the Board of Trustees. The then-current edition of Robert's Rules of Order shall govern conduct of all meetings of the Board of Trustees when not in conflict with the Declaration, the Articles, these Bylaws, or applicable law.

Section 4.7. Notice to Members. Notice of the time, date and place of each meeting of the Board of Trustees or of any subcommittee or other committee thereof shall be published where it is reasonably calculated to be available to a majority of the lot owners, and in accordance with §55-510.1(B) of the Property Owner's Association Act, of the Code of Virginia (1950), as amended.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 5.1. Powers. The Board of Trustees shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas, and improvements thereto, and to establish penalties and fines in the form of special assessments for the infraction thereof. The amount of the fines and penalties shall be limited to the maximum amounts prescribed in the Declaration.

(b) Suspend a Member's right to vote the votes applicable to a Lot if the Owner of such Lot fails to pay the annual or special assessments required pursuant to Section 7 of Article V of the Declaration when due. The Board of Trustees also shall have the power to collect assessments and suspend an Owner's right to use the Common Area, and improvements thereto, for an Owner's violation of the Declaration, the Articles, the Bylaws, any rules and regulations, or any architectural, design, or maintenance criteria or standards promulgated by a Design Review Committee; provided, however, the Board of Trustees may not limit a violating Owner's ingress and egress to and from his Lot.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members or Owners by other provisions of these Bylaws, the Articles, or the Declaration.

(d) Employ a manager, independent contractors, or any other employees as the Board of Trustees deems necessary, establish their salaries, and prescribe their duties.

(e) Enforce the provisions of the Declaration, the Articles, the Bylaws, any rules and regulations, and any architectural, design, or maintenance criteria or standard.

Section 5.2. Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all the Board of Trustee's acts and corporate affairs and to present a report thereof to the Members at the annual meeting of the Members or any special meeting when such report is requested in writing by at least fifty percent (50%) of the votes entitled to be cast by the Members.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

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

(i) 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 Articles II and IV of the Declaration; and

(ii) Rule Making. To establish rules and regulations for the use of property as provided in the Declaration and to review, modify, and approve architectural standards recommended by a Design Review Committee; and

(iii) Assessments. To fix, levy, and collect assessments as provided in the Declaration; and

(iv) Easements. To grant and convey easements over and across the Common Area as may become necessary and as provided in the Declaration; and

(v) 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

(vi) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in the Declaration; and

(vii) 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, or enforcing or effectuating any of the provisions of the Governing Documents to include the enforcement of Roanoke Ordinance #36927-122004 and Roanoke Ordinance #37082-060605, and any amendments thereto;

(d) Issue, or cause an appropriate officer to issue, within fourteen (14) days of receiving a written request from any Member, Owner, agent thereof, purchaser of an Owner's Lot, or mortgagee, a packet including the items required to be disclosed by Section 55-512 of the Property Owners' Association Act of the Code of Virginia (1950), as amended, including whether all assessments have been paid. A reasonable charge may be made by the Board of Trustees as a condition to the issuance of the disclosure packet. If the information in the disclosure packet states an assessment has been paid, such statement shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability insurance and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, if reasonably available.



- (g) Cause the Common Area to be repaired, replaced, and maintained.
- (h) Prepare an annual budget and cause to be kept a record of the Associations' income and expenses and deliver copies thereof annually to the Members and Owners.
- (i) Borrow money on behalf of the Association to repair, replace, or maintain Common Areas or to insure the Common Area and any liability of the Association, the Board of Trustees, a Design Review Committee, the Owners, the Members, or their agents or employees; provided, however, that at no time shall there be money borrowed in excess of Ten Thousand Dollars (\$10,000.00) without the prior consent of a majority of the votes of the Members.
- (j) Cause the Association to hold in escrow on behalf of the Owners all assessment amounts collected but not expended during a fiscal year of the Association, including without limitation any reserves, for the payment of future expenses incurred by the Association. An Owner shall not be entitled to any amounts held in escrow by the Association except in the event the Association is terminated.

## ARTICLE VI

### OFFICERS AND THEIR DUTIES

Section 6.1. Enumeration of Officers. The officers of this Association must be Members of the Association and shall be a President, Vice President, Secretary, Treasurer, and such other officers as the Board of Trustees may from time to time determine. The President shall be a Trustee on the Board of Trustees.

Section 6.2. Election of Officers. The election of officers by the Trustees shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members. Any person nominating a nominee must be a Member of the Association and the nominee securing the largest number of Trustee votes for each office shall be elected.

Section 6.3. Term. The Board of Trustees shall elect the officers of the Association annually and each shall hold office for two (2) years on staggered schedules unless any shall sooner resign, or be removed, or otherwise become disqualified to serve. The first group of officers shall serve as follows, with 2-year rotations thereafter: President and Vice President – 1 year, Secretary and/or Treasurer – 2 years.

Section 6.4. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 6.5. Resignation and Removal. Any officer may be removed from office for cause by the Board of Trustees. Any officer may resign at any time by giving notice to the Board of Trustees, the President, or the Secretary. Such resignation shall take effect upon the

date of receipt of such notice or upon the date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the vacating officer.

Section 6.7. Multiple Offices. The offices of Vice President, Secretary, and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.4 of this Article VI.

Section 6.8. Compensation. No officer shall receive compensation for serving as an officer of the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of his duties as an officer.

Section 6.9. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Trustees; shall be a Trustee on the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall sign all leases, mortgages, deeds, promissory notes, and other official documents of the Association. In addition, the President shall exercise and discharge such other duties as may be required by the Board of Trustees (the "President").

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act and shall exercise and discharge such other duties as may be required of him by the Board of Trustees (the "Vice President").

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board of Trustees and the Members; keep current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Trustees (the "Secretary").

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; keep proper books of account; and shall prepare an annual statement of income and expenditures, and deliver a copy to all Owners annually (the "Treasurer").

## ARTICLE VII COMMITTEES

Section 7.1. Committees. The Board of Trustees shall appoint Design Review Committees as provided in the Declaration, except that, during the Developer Control Period, a

Design Review Committee shall be appointed by the Developer. The Board of Trustees shall establish the compensation of the members of a Design Review Committee, if any. In addition, the Board of Trustees shall appoint other committees and subcommittees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE VIII

ENFORCEMENT

Section 8.1. Enforcement. The Board of Trustees shall have the power to enforce the Declaration, Articles, Bylaws, any rules and regulations and architectural, design, or maintenance criteria or standards against any Owner for a violation thereof by the Owner or his tenants, employees, agents, guests, licensees, permittees, or invitees.

Section 8.2. Additional Enforcement Rights. The Association or any Owner shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles, these Bylaws, any rules and regulations, and any architectural, design, or maintenance criteria or standards. Failure by the Association or by any Owner to enforce any covenant or restriction under the Declaration, the Articles, these Bylaws, any rules and regulations, or any architectural, design, or maintenance criteria or standards shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX

ASSESSMENTS

Section 9.1. Assessments. As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual assessments and special assessments, if any. Assessments may apply generally or to specific Neighborhoods. Any assessments that are not paid when due shall be deemed delinquent. If the assessment is not paid when due, the assessment shall bear interest from the due date at the rate set by the Board of Trustees and, in addition, the Owner shall be assessed a reasonable late charge for each delinquency, in an amount which the Association, through the Board of Trustees, may impose from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and late charges, interest, collection costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Prior to the filing of a memorandum of lien in the Clerk's Office, the Association shall give the Owner ten (10) days written notice by certified mail, return receipt requested, advising that a memorandum of lien will be filed in the Clerk's Office. Prior to foreclosing a lien against any Lot, the Association shall give noteholders secured by deeds of trust or mortgages on the Lot of which the Association has written notice, thirty (30) days written notice by certified mail, return receipt requested, that the lien will be foreclosed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE X  
AMENDMENTS

Section 10.1. Amendments. These Bylaws may be amended at a regular or special meeting of the Members by a majority vote of a quorum of Members present in person or by proxy; however, during the Developer Control Period, the Developer may unilaterally amend these Bylaws to effect technical deletions, additions, and revisions which correct, clarify, or further the intent of the Declaration, the Articles, or these Bylaws.

Section 10.2. Conflict. If there is any conflict between the Articles and these Bylaws, the Articles shall control; and if there is any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI  
MISCELLANEOUS

Section 11.1. Books and Records. The books, records and papers of the Association shall be subject to inspection by any Member or Owner during reasonable business hours upon five (5) business days written notice; however, the Board of Trustees may withhold books and records of the Association from inspection to the extent that they concern personnel records, medical records, records relating to business transactions currently in negotiation, privileged communications with legal counsel, or complaints against an Owner or Member of the Association. Additionally, the Declaration, the Articles, the Bylaws, the rules and regulations, and any architectural, design, or maintenance criteria or standards of the Association shall be available for inspection by any Member or Owner at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 11.2. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words "Colonial Green Homeowners Association", or an easily recognizable abbreviation thereof.

Section 11.3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Trustees.

Section 11.4. Interpretation. These Bylaws shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Section 11.5. Invalidity. The invalidity of any part of the Bylaws shall not impair or affect the validity, enforceability, or effect of the remaining part of these Bylaws.

Section 11.6. Captions. The captions used in these Bylaws are for reference only and do not define, limit, or describe the provisions of these Bylaws.

Section 11.7. Genders. The use of the masculine gender in these Bylaws shall be deemed to include the other genders and the use of the singular shall be deemed to include the plural, whenever the context requires.

[Signature to follow on next page.]



**EXHIBIT A**

Number of Votes: \_\_\_\_\_

PROXY OF MEMBER

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned [does] [do] hereby constitutes and appoint \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, any one of whom may act, [my] [our] true and lawful attorney[s] to vote as proxy for and on behalf of the undersigned Member of Colonial Green Homeowners Association (the "Association"), at the meeting of the Members of the Association to be held at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Roanoke, Virginia, at \_\_\_\_\_:\_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, or at any adjournment thereof, with all the power the undersigned would possess if personally present, upon the following matters:

For	Against	Matter
_____	_____	_____
		_____

For	Against	Matter
_____	_____	_____
		_____

For	Against	Matter
_____	_____	_____
		_____

This is a limited power of attorney valid only for the meeting herein identified and may be withdrawn by the undersigned if present at the meeting.

Date: \_\_\_\_\_, 20\_\_\_\_

Name of Member

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: _____ Name: _____
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**EXHIBIT B**  
**PROXY OF TRUSTEE**

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned does hereby constitute and appoint \_\_\_\_\_, my true and lawful attorney to vote as proxy for and on behalf of the undersigned Trustee of the Board of Trustees of Colonial Green Homeowners Association (the "Association"), at the meeting of the Board of Trustees of the Association to be held at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Roanoke, Virginia, at \_\_\_\_\_:\_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, or at any adjournment thereof, with all the power the undersigned would possess if personally present to vote upon all matters of the Board of Trustees.

This is a limited power of attorney valid only for the meeting herein identified and may be withdrawn by the undersigned if present at the meeting.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Trustee

Witness: \_\_\_\_\_  
Name: