

AFFECTS TAX MAP NO. 28.09-1-11; 28.09-2-50; 28.09-2-51; 28.09-2-52

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE AT HOLLINS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declarations”) made and entered into this 14th day of December, 2001, by THE VILLAGE AT HOLLINS, LLC, a Virginia limited liability company, hereinafter “Developer”.

W I T N E S S E T H:

WHEREAS, The Village at Hollins, LLC, a Virginia limited liability company, has subdivided certain tracts of land situate in Roanoke County, Virginia, known as The Village at Hollins, and intends to sell home sites therein subject to certain protective restrictions and covenants and in order to insure the most beneficial development of The Village at Hollins as a residential subdivision and to insure the value and enjoyment thereof.

NOW, THEREFORE, The Village at Hollins, LLC, a Virginia limited liability company, hereby establishes the following restrictions, conditions, limitations, reservations and covenants hereby imposed on The Village at Hollins which shall run with the land and shall be binding upon the Developer, its agents, heirs, legal representatives, successors and assigns, the plat for which subdivision is recorded in the Office of the Clerk of the Circuit Court for Roanoke County, Virginia, in Plat Book 25, at Page 21, all the restrictions, conditions, limitations, reservations, easements and covenants stated thereon being incorporated herewith by reference.

RESERVATION OF EASEMENTS

1. Developer reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these restrictions and covenants, the following easements and/or rights of way:

(a) For the use and maintenance of drainage courses of all kinds designated on the subdivision plat as drainage easements.

(b) For maintenance and permanent stabilization control of slopes in areas adjacent to streets and road rights of way.

(c) Such additional easements as are required for the practical construction, operation and maintenance of electrical, telephone, gas and television facilities. Such easements are to be granted upon request of the applicable utility or utilities.

2. Developer has dedicated or will dedicate to Roanoke County and/or appropriate utility company or companies rights of way and easement area for the installation and maintenance of public utilities over strips of land along side and rear property lines and along the front property lines of each lot as noted on the subdivision plat.

3. On each lot, the rights of way and easement areas reserved by Developer or dedicated to public utilities purposes shall be maintained continuously by the owner of each lot, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow drainage channels in the easements, or which may damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

4. The lots in the subdivision shall be burdened by such additional easements as may be shown on the recorded plat and revisions thereof.

GENERAL PROHIBITIONS AND REQUIREMENTS

1. No portion of the land conveyed shall be improved or occupied for other than residential purposes and no commercial activity of any nature shall be conducted on any of the lots in the subdivision. All residences shall be for the use of a single family.

2. If one owner acquires two or more adjoining lots, the adjoining one or more lots may be used together as the site for a single residential structure. No lot or lots in said subdivision may be resubdivided except that a lot may be subdivided providing each part is allotted to and combined with an adjoining lot.

3. As long as Developer owns any lot within The Village at Hollins, complete construction plans and specifications for residential structures must be submitted to and filed with Developer and a complete copy thereof retained by Developer who must review and approve, in writing, all such construction plans for the purpose of maintaining neighborhood compatibility. Plans may be rejected in order to insure compatibility and to protect the integrity of the subdivision. Developer reserves the right to approve or disapprove the exterior color scheme of any residential structure at the time written approval of the plans and specifications for same is given. All residence structures shall be built by Developer approved builders.

4. No prefabricated houses shall be erected on any of the lots. (Prefabricated homes are defined as pre-constructed home modules delivered to be installed on foundations.) However, pre-constructed wall sections erected on the job site are not to be considered prefabricated homes. Developer reserves the sole right of interpretation and definition as to that which constitutes a prefabricated home.

5. All new homes shall conform to the following minimum square footage requirements, excluding any basement and garage area:

One Story:	1,700 square feet
One and One-Half Story:	2,000 square feet
Two Story:	2,200 square feet
Split Foyer:	No split foyer permitted.

6. All roof lines shall have a minimum pitch of 5/12.

7. Exterior siding type T1-11 shall not be permitted.

8. All horizontal siding shall not exceed an 8' lap.

9. There shall be no exposed foundation materials.

10. No aluminum windows of any kind, with the exception of storm windows and basement windows, shall be permitted without the approval of Developer.

11. No commercial signs, billboards, or advertising of any nature shall be erected, placed or maintained on any residential lots herein designated, nor upon any building erected thereon, except directional and informational signs erected by

the Developer, its successors and assigns. "For Sale" signs may be erected temporarily for the sale of lots or residences. However, Developer shall have the right, and may give lot builders the right to erect Developer approved signs.

12. No above-ground swimming pools shall be permitted or constructed on any lot.

13. All electric, telephone, cable TV and other utility lines shall be installed below ground. No overhead utility lines shall be permitted for any purpose.

14. If any dwelling or outbuilding on any lot in the subdivision is destroyed in whole or in part by fire, windstorm or any other cause, the same must be rebuilt and/or all debris removed and the lots restored to a clean and orderly condition with due reasonable promptness, but in no event shall debris remain longer than three (3) months.

15. All residences and other permanent structures in the subdivision shall be completed within twelve (12) months after the commencement of construction except where such completion is impossible or would cause great hardship to the owner or builder as a result of fire, natural or other extenuating cause. No structure shall be used at any time either temporarily or permanently as a residence until the entire structure is completed in a turn key manner and approved for occupancy. During the period from the date of conveyance by Developer to the completion of the construction of the residence, grass or other ground cover on the lot on which such residence is being constructed shall be kept to a height of six to eight inches.

16. Utility storage sheds shall not be constructed of metal/fiberglass or T1-11 siding material. Sheds and other outbuildings must be architecturally compatible with the residential structure and its surroundings.

17. Architectural statues, sculptures or ornamental figures shall not be located within the front minimum building line of any lot.

18. All driveways shall meet Virginia Department of Transportation standards and shall be paved with asphalt or concrete paving within one (1) year of occupancy of dwelling. Any damage to curb caused by the purchaser or builder during construction shall be the responsibility of the purchaser and/or builder to repair. In the event Developer has to make any correction to curb and driveway entrance to meet Virginia Department of Transportation standards, purchaser of lot will be responsible for the cost thereof.

19. No railroad ties shall be used for landscaping or other exterior use. Treated landscape timbers will be acceptable.

20. No television or radio antennas shall be permitted. Satellite dishes no larger than 24 inches in diameter will be permitted to the rear of dwellings.

21. Retaining walls shall be faced with rock, brick or other material approved by Developer.

22. No chain link fencing shall be permitted. No front yard fencing shall be permitted. All other fencing must be approved by Developer so long as Developer owns any lot in the subdivision.

23. No building materials or vehicles shall be stored except construction materials during the actual construction of the residential structure.

24. There shall be no more than two cats and two dogs per household for a period of more than eight (8) weeks.

25. No hogs, chickens, goats, cattle, and domestic farm animals or other nuisance shall be permitted, and no activity shall be permitted which disturbs the peace and quiet of the neighborhood.

26. No outside storage of unlicensed motor vehicles for longer than seven (7) continuous days shall be permitted.

27. Developer, in the event of a conflict or dispute pertaining to the restrictions herein, reserves the sole right to interpret, amend or modify its restrictions for the purpose of implementing the same until such date as Homeowners Association takes control.

28. (Added by Amendment 4 in 2024) During the growing season of each calendar year (April-November), the owners shall be required to maintain their front yards, side yards and any portion of their yard that can be seen from the immediately adjacent street. "Maintain" shall mean that these portions of the lawn shall be mowed at least every 2 weeks and that all weeds shall be less than 6" tall. If an owner fails comply with this requirement, the Association may have that owner's yard mowed and any weeds pulled at the owner's expense. The Association may consider extenuating circumstances in enforcing this requirement, and any waiver or enforcement shall be at the sole discretion of the Association.

29. (Added by Amendment 5 in 2026) Parking of vehicles or trailers on any portion of a lot that is not a designated driveway or approved parking area, such as grass, landscaped areas, or other parts of the yard, is generally prohibited in order to maintain the aesthetic appearance and condition of the community. However, occasional parking in the yard may be permitted on a temporary basis for special events, visitors, or short-term needs, provided it does not result in damage to the lawn or create a nuisance. Repeated or extended parking in the yard is not allowed.

The Association reserves the right to determine what constitutes excessive or inappropriate use and may issue warnings, assess fines, or require corrective or restorative action to the yard, lawn or landscaping at the expense of the owner if this Requirement is not followed.

30. (Added by Amendment 6 in 2026) Trash containers must not be placed at the street or curb for collection prior to the day before scheduled collection. For bulk trash collection or special collection days, bulk trash and containers may be placed at the street no earlier than the Saturday immediately preceding collection day.

All trash containers must be removed from the street, curb, or public view within 24 hours after collection. Occasional exceptions are permitted for Owners or Occupants who are temporarily out of town or have extenuating circumstances, provided that exception is not habitual or repeated on a consistent basis.

The Association reserves the right to determine what constitutes excessive violations and may issue warnings, assess fines, or require corrective action if this Requirement is not followed.

31. (Added by Amendment 7 in 2026) Homeowners are responsible for maintaining the exterior of their property, including the front yard, driveway, walkways, landscaping, and any visible structures, in a neat, clean, and orderly condition. This includes, but is not limited to, painting, repair of visible damage, and maintaining landscaping.

(a) All windows, shutters, and window treatments visible from the street must be kept in good repair and present a neat and uniform appearance. Homeowners shall ensure that:

- Broken or damaged window panes are promptly replaced.

- Window coverings (blinds, shades, curtains, or other treatments) on all street-facing windows are in good condition. Broken, torn, faded, or stained window coverings are prohibited. Unfinished or makeshift coverings such as sheets, blankets, or newspaper are prohibited.
- Window coverings are of neutral or harmonious colors that do not detract from the community's appearance.

(b) Landscaping requirements are as follows:

- All landscaping visible from the street, including lawns, flowerbeds, shrubs, trees, and other plantings, must be maintained in a healthy and orderly condition.
- Homeowners must complete all landscaping projects in a timely manner; unfinished landscaping, bare soil, or incomplete installations that are visible from the street are not permitted.
- Unfinished or neglected landscaping projects, overgrown or dead vegetation, and conditions that detract from the community's overall aesthetic are not permitted.

The Association reserves the right to determine what constitutes violations of this Requirement and may issue warnings, assess fines, or require restorative action to the windows, window treatments, yard, lawn or landscaping at the expense of the owner if this Requirement is not followed.

32. (Added by Amendment 8 in 2026) Solar energy collection devices ("solar panels") may be installed on a Lot only after written approval from the Board or Association's Architectural Review Committee ("ARC"), to the extent permitted by Virginia law.

(a) Solar panels shall not be installed on any roof plane, structure, or portion of a Lot that is visible from any street within or adjacent to the Community.

- Panels mounted on the front-facing roof of a dwelling are prohibited.
- Panels mounted on side-roof planes that are visible from the street are prohibited.
- Ground-mounted solar panels are prohibited if visible from the street.

(b) Solar panels may be installed only in the following locations:

- Rear-facing roof planes not visible from the street.
- Rear yard locations screened such that no portion of the device is visible from any street or neighboring Lot, subject to Board or ARC approval.

(c) All installations must meet the following screening or aesthetic standards:

- Low-profile, parallel to the roof surface when applicable;
- Constructed of non-reflective material;
- Free of visible conduits or wiring to the greatest extent practicable; and
- Installed in compliance with state and local building codes and permitting requirements.

(d) Owners must maintain all solar equipment in good condition so as not to create a nuisance, safety concern, or visual deterioration.

Any installation in violation of this Requirement is a covenant violation subject to corrective action, including correction or removal at the Owner's expense.

33. (Added by Amendment 9 in 2026) Electric Vehicle (EV) Charging Stations shall only be installed within driveways, garages, or other fully paved, on-lot areas that are part of the Homeowner's property. Installation locations cannot obstruct traffic, sidewalks, or public rights-of-way.

EV charging stations are strictly prohibited in any location where a vehicle must park in the street to charge. Additionally, they are prohibited where a vehicle must park in any portion of a lot that is not a designated driveway or approved parking area, such as grass, landscaped areas, or other parts of the yard.

Any installation in violation of this Requirement is a covenant violation subject to corrective action, including correction or removal at the Owner's expense.

34. (Added by Amendment 10 in 2026) Residents must comply with all local, state and federal laws, ordinances, building codes, zoning regulations, safety codes, and property-maintenance requirements that apply to homes within the HOA.

The Association may issue warnings, assess fines, or require corrective action to remedy violations at the expense of the owner if this Requirement is not followed.

ESTABLISHMENT OF HOMEOWNERS ASSOCIATION

A. Owners of lots in The Village at Hollins and any other property brought within the provisions of this Declaration shall be required to maintain the Storm Water Management Area as shown on the plat of The Village at Hollins and to pay assessments on all lots owned to provide for the maintenance of the property owned and maintained by the Homeowners Association; provided, however, that Developer shall not be liable for assessments on lots owned by it.

B. The Association shall be responsible for the maintenance and operation of the signs installed at the entrance of the subdivision whether such entrance signs are located within or without The Village at Hollins itself, the operation and maintenance of electrical service and indirect lighting of the identification signs at the entrance to the subdivision, as well as landscaping on the easements at the entrance to the subdivision including irrigation, if any, and the owners of all lots shall be subject to assessments therefor; provided, however, that Developer shall not be liable for assessments on lots owned by it.

C. Every owner of a lot in The Village at Hollins and any other property brought within the provisions of this Declaration is subject to assessment and shall be a member of the Homeowners Association; provided, however, that Developer shall not be liable for assessments on lots owned by it. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Each owner, except for Developer, of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made subordinate to the lien of any deed of trust or mortgage on the lot. Each such assessment, together with interest, costs and reasonable attorneys' 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successors in title.

Each owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the parcel described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage prepaid in the United States mails, in an envelope addressed to such owner at the address of the parcel and to such other address as said owner shall have designated, the amount of such charge shall become a lien upon said owner's parcel and shall continue to be such a lien until fully paid.

Until January 1 of the year immediately following the conveying of the first lot to an owner, the maximum annual assessment shall be Two Hundred (\$200.00) Dollars per lot.

From and after January 1 of the year immediately following conveyance of the first lot to an owner, the annual assessment shall be determined each year by the Board of Directors of the Property Owners' Association.

In addition to the annual assessments authorized above, 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 any construction, reconstruction, repair, or replacement of a capital improvement upon the area reserved for storm water management and drainage easement, including the access easement, drainage easements, fixtures and personal property related thereto, provided, however, that any such assessment shall have the assent of the Board of Directors of the Association.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of that lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each 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 Directors of the Association.

ENFORCEMENT OF RESTRICTIONS

The Developer, Property Owners Association or any lot owner within the subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The invalidation by any court of any restriction contained in the Declaration shall in no way render invalid any of the other restrictions herein, which shall remain in full force and effect.

TERM OF PROTECTIVE RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots in the subdivision. A termination must be approved by Roanoke County and be recorded to become effective.

In the event of violation or attempted violation of the covenants and restrictions set forth in this Declaration, it shall be lawful for any other person or persons owning any other lot or lots in the said subdivision and/or The Village at Hollins Homeowners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages for such violation.

WITNESS the following signatures and seals:

THE VILLAGE AT HOLLINS, LLC

By: Allen W. DeWeese
Allen W. DeWeese, Member / Manager

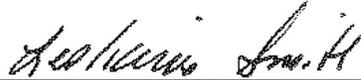
By: Richard E. Gluth
Richard E. Gluth, Member

STATE OF VIRGINIA

~~CITY~~/COUNTY OF Botetourt, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of December, 2001, by Allen W. DeWeese, Member/Manager of The Village at Hollins, LLC, a Virginia limited liability company, on its behalf.

My commission expires: June 30, 2003



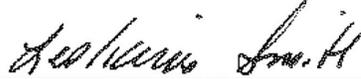
Notary Public

STATE OF VIRGINIA

~~CITY~~/COUNTY OF Botetourt, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of December, 2001, by Richard E. Gluth, Member of The Village at Hollins, LLC, a Virginia limited liability company, on its behalf.

My commission expires: June 30, 2003



Notary Public

INSTRUMENT #200122117
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
DECEMBER 17, 2001 AT 01:32PM
STEVEN A. MCGRAW, CLERK

BY: CAB (DC)

**BY-LAWS OF
THE VILLAGE AT HOLLINS HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I OFFICE

The principal office of the corporation shall be at the corporation's main place of business activity in Daleville, Botetourt County, Virginia. The registered office in Virginia, required by the Virginia Non-Stock Corporation Act, shall continuously be maintained as required by that Act. Other offices within or without the State of Virginia may be established by the Board of Directors from time to time.

ARTICLE I(a) MEMBERS (Added by Amendments 2 & 3 in 2010)

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. (Added by Amendment 2 in 2010)

Section 2. Annual Meetings. The annual meeting of the members of the Corporation shall be held during the first three months of each calendar year on a date set by the Directors. Notice of the time and place of each meeting of the members shall be given to all members at least seven days prior to the meeting. Notice may be given by delivery, mail or e-mail. Members holding one-tenth of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. (Added by Amendment 3 in 2010)

ARTICLE II BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed under the direction of its Board of Directors.

Section 2. Number, Tenure and Qualifications. ~~The Board of Directors shall be composed of two (2) member(s). The maximum and minimum number of directors may be changed, or the number of directors fixed, at any time by~~

~~amendment of these by-laws, except that no decrease in number shall have the effect of shortening the term of any incumbent director. The Board of Directors shall be elected for term or terms of one year unless re-elected sooner at any annual meeting of the membership, or any adjournment thereof, or if any election shall not be held at any such annual meeting, at a special meeting of the membership called by the Board of Directors to be held as soon thereafter as convenient. A director shall hold office for one year and further until his successor shall have been elected and qualified unless he resigns. Directors need not be residents of the State of Virginia or members of the corporation. (Struck by Amendment 1 in 2010)~~

Effective February 1, 2010, the Board of Directors shall be composed of three members. At the next annual meeting after the adoption of this provision, the membership shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. At each annual meeting thereafter the members shall elect one director for a term of three years. Vacancies in the Board of Directors occurring during the year shall be filled by a majority vote of the directors.

The number of directors may be changed at any time by amendment of these bylaws and the Articles of Incorporation, except that no decrease in number shall have the effect of shortening the term of any incumbent director. Except as provided above, a director shall hold office for three years and further until his successor shall have been elected and qualified unless he resigns. (Added by Amendment 1 in 2010)

Section 3. Election of Directors. The Directors of the corporation shall be elected by the membership by the affirmative vote of the majority represented and entitled to vote if a quorum is present.

Section 4. Regular Meetings. A regular meeting of the Board of Directors shall be held, without other notice than this by-law, at the same place as and immediately after the adjournment of the annual or other meeting of the membership electing the Board of Directors. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Virginia, for the holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Chairman of the Board or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Virginia, as the place for holding any special meeting of the Board of Directors called by them.

Section 6. Notice. Notice of any special meeting shall be given at least three days previous thereto by written notice delivered personally to each director, or mailed by certified mail return receipt requested or telegraphed to each director at his business address by the Secretary at the direction, or by and at the direction, of the persons or person entitled to call the meeting. If mailed, such notice shall be deemed to be delivered on the date on which the acknowledgment of receipt of the certified mail is made. If notice given by telegram, such notice shall be deemed to be delivered when the telegram is delivered by the telegraph company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Vacancies in Board of Directors. Any vacancy in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though they be less than a quorum.

Section 10. Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 11. Executive Committee. See Article VI, Section 1.

Section 12. Removal of Directors. At a meeting of the membership called expressly for that purpose, any director may be removed from office with or without cause, by a vote of the members holding a majority of the shares entitled to vote for the election of directors.

Section 13. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his

written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE III — INDEMNIFICATION

Section 1. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amount paid in settlement actually and reasonable incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of Nolo Contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had not reasonable cause to believe that his conduct was unlawful.

Section 2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation and except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the

circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper.

Section 3. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or connection therewith.

Section 4. Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the directors, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 5. Expenses incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by any by-law, agreement, statute, court decision or otherwise, now or hereafter in effect, both as to capacity while holding such office and as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, successors, and administrators of such a person or entity.

Section 7. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or

not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of the General Corporation Law of Virginia.

ARTICLE IV WAIVER OF NOTICE

Notwithstanding any other provisions of these By-Laws, whenever any notice is required to be given to a member or director of the corporation of any meeting for any purpose, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. A member or director who attends the meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objection to the transaction of any business because the meeting is not properly called or convened.

ARTICLE V OFFICERS

Section 1. Election. The Board of Directors may elect from its own number a Chairman of the Board and shall elect a President, a Secretary and a Treasurer who may or may not be Directors; and it may elect or appoint from time to time such other or additional officers as in its opinion are desirable for the conduct of the business of the Corporation.

Section 2. Removal. In its discretion, the Board of Directors, by the vote of a majority of the whole Board, may leave unfilled for any such period as it may fix by resolution, any office except those of President and Secretary. Any officer or agent shall be subject to removal with or without cause at any time by the affirmative vote of a majority of the whole Board of Directors. Any officer, agent or employee, other than officers appointed by the Board of Directors, shall hold office at the discretion of the officer appointing them.

Section 3. Duties of the Chairman. The Chairman of the Board of Directors, if elected, or failing his election, the President, shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the By-Laws.

Section 4. Duties of President. The President shall be the chief executive and administrative officer of the Corporation. He shall preside at all meetings of the membership and, in the absence of the Chairman of the Board, at meetings of the Board of Directors. He shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property,

business, and affairs of the Association and over its several officers. He may appoint officers, agents, or employees other than those appointed by the Board of Directors. He may sign, execute, and deliver in the name of the Corporation powers of attorney, contracts, bonds, and other obligations and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the By-Laws.

Section 5. Duties of Treasurer. The Treasurer shall have general custody of all the funds and securities of the Corporation and have general supervision of the collection and disbursement of funds of the Corporation. He shall endorse on behalf of the Corporation for collection checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board of Directors may designate. He may sign, with the President, or such other person or persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. He shall enter or cause to be entered regularly in the books of the Corporation full and accurate account of all moneys received and paid by him on account of the Corporation; shall, at all reasonable times, exhibit his books and accounts to any director of the Corporation upon application at the office of the Corporation during business hours; and, whenever required by the Board of Directors or the President, shall render a statement of his accounts. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the By-Laws. He shall give bond for the faithful performance of his duties in such sums and with such surety as shall be required by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the membership and of the Board of Directors, and to the extent ordered by the Board of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of meetings or members, of the Board of Directors, and of any committee appointed by the Board. He shall have custody of the corporate seal and general charge of the records, documents, and papers of the Corporation not pertaining to the performance of the duties vested in other officers, which shall, at all reasonable times, be open to the examination of any directors. He may sign or execute contracts with the President thereunto authorized in the name of the Corporation and affix the seal of the Corporation thereto. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the By-Laws. He shall be sworn to the faithful discharge of his duties.

Section 7. Vice-President. The Board of Directors may elect, in its discretion, a Vice President or Vice Presidents. The Vice President (or if more than one be elected, the Vice President so designated by the Board of Directors) shall in the case

of the absence of the President, or his inability to act, perform the duties of the President. The Vice President or Vice Presidents shall perform such other duties as may be prescribed by these By-Laws or the Board of Directors.

Section 8. Bank Accounts. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Directors, the Treasurer of the Corporation, with the approval of the president, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, payments from such bank accounts to be made upon and according to the check of the Corporation which may be signed jointly or singly by either the manual or facsimile signature or signatures of such officer or bonded employees of the Corporation as shall be specified in the written instructions of the Treasurer of the Corporation with the approval of the president of the Corporation.

Section 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation. The Board of Directors may delegate certain authority to fix salaries and wages.

ARTICLE VI COMMITTEES

Section 1. Executive Committees. The Board of Directors may appoint from among its members an Executive Committee of not fewer than two or more than three members, one of whom shall be the President and shall designate one of such members as Chairman. The Board may also designate one or more of its members as alternates to serve as a member or members of the Executive Committee in the absence of a regular member or members. The Board of Directors reserves to itself alone the power to change the membership of any committee at any time, fill vacancies therein, and discharge any committee either with or without cause at any time. Subject to the foregoing limitations, the Executive Committee shall possess and exercise all other powers of the Board of Directors during intervals between meetings.

Section 2. Other Committees. The Board of Directors may also appoint from among its own members such other committees as the Board may determine, which shall in each case consist of not less than two directors, and which shall have such powers and duties as shall from time to time be prescribed by the Board. The President shall be a member ex officio of each committee appointed by the Board of Directors.

Section 3. Rules of Procedure. A majority of the members of any committee may fix its rules of procedure. All action by any committee shall be reported to the Board of Directors at a meeting succeeding such action and shall be subject to revision, alteration, and approval by the Board of Directors; provided that no rights or acts of third parties shall be affected by any such revision or alteration.

ARTICLE VII CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Corporation will begin on January 1 of each calendar year and end on December 31st of the same calendar year.

ARTICLE IX CORPORATE SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation.

ARTICLE X AMENDMENTS

These By-Laws shall be adopted by the Board of Directors. The power to alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors.

Passed Amendments

Amendment 1- Passed 2010

Article II of the Bylaws is amended by striking Section 2, Number, Tenure and Qualifications, and substituting the following:

Section 2. Number, Tenure and Qualifications.

Effective February 1, 2010, the Board of Directors shall be composed of three members. At the next annual meeting after the adoption of this provision, the membership shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. At each annual meeting thereafter the members shall elect one director for a term of three years. Vacancies in the Board of Directors occurring during the year shall be filled by a majority vote of the directors.

The number of directors may be changed at any time by amendment of these bylaws and the Articles of Incorporation, except that no decrease in number shall have the effect of shortening the term of any incumbent director. Except as provided above, a director shall hold office for three years and further until his successor shall have been elected and qualified unless he resigns.

Amendment 2- Passed 2010

The Bylaws are amended by inserting new Article IA, MEMBERS, after Article I as follows:

Section 1. Members.

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Amendment 3- Passed 2010

The Bylaws are amended by inserting new Section 2 in Article IA, MEMBERS, as follows:

Section 2. Annual Meetings.

The annual meeting of the members of the Corporation shall be held during the first three months of each calendar year on a date set by the Directors. Notice of the time and place of each meeting of the members shall be given to all members at least seven days prior to the meeting. Notice may be given by delivery, mail or e-mail. Members holding one-tenth of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

Amendment 4- Passed 2024

The Bylaws GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 28, as follows:

During the growing season of each calendar year (April-November), the owners shall be required to maintain their front yards, side yards and any portion of their yard that can be seen from the immediately adjacent street. "Maintain" shall mean that these portions of the lawn shall be mowed at least every 2 weeks and that all weeds shall be less than 6" tall. If an owner fails comply with this requirement, the Association may have that owner's yard mowed and any weeds pulled at the owner's expense. The Association may consider extenuating circumstances in enforcing this requirement, and any waiver or enforcement shall be at the sole discretion of the Association.

Amendment 5- Passed 2026

The Declaration's GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 29, as follows:

Parking of vehicles or trailers on any portion of a lot that is not a designated driveway or approved parking area, such as grass, landscaped areas, or other parts of the yard, is generally prohibited in order to maintain the aesthetic appearance and condition of the community. However, occasional parking in the yard may be permitted on a temporary basis for special events, visitors, or short-term needs,

provided it does not result in damage to the lawn or create a nuisance. Repeated or extended parking in the yard is not allowed.

The Association reserves the right to determine what constitutes excessive or inappropriate use and may issue warnings, assess fines, or require corrective or restorative action to the yard, lawn or landscaping at the expense of the owner if this Requirement is not followed.

Amendment 6- Passed 2026

The Declaration's GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 30, as follows:

Trash containers must not be placed at the street or curb for collection prior to the day before scheduled collection. For bulk trash collection or special collection days, bulk trash and containers may be placed at the street no earlier than the Saturday immediately preceding collection day.

All trash containers must be removed from the street, curb, or public view within 24 hours after collection. Occasional exceptions are permitted for Owners or Occupants who are temporarily out of town or have extenuating circumstances, provided that exception is not habitual or repeated on a consistent basis.

The Association reserves the right to determine what constitutes excessive violations and may issue warnings, assess fines, or require corrective action if this Requirement is not followed.

Amendment 7- Passed 2026

The Declaration's GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 31, as follows:

Homeowners are responsible for maintaining the exterior of their property, including the front yard, driveway, walkways, landscaping, and any visible structures, in a neat, clean, and orderly condition. This includes, but is not limited to, painting, repair of visible damage, and maintaining landscaping.

(a) All windows, shutters, and window treatments visible from the street must be kept in good repair and present a neat and uniform appearance. Homeowners shall ensure that:

- Broken or damaged window panes are promptly replaced.

- Window coverings (blinds, shades, curtains, or other treatments) on all street-facing windows are in good condition. Broken, torn, faded, or stained window coverings are prohibited. Unfinished or makeshift coverings such as sheets, blankets, or newspaper are prohibited.
- Window coverings are of neutral or harmonious colors that do not detract from the community's appearance.

(b) Landscaping requirements are as follows:

- All landscaping visible from the street, including lawns, flowerbeds, shrubs, trees, and other plantings, must be maintained in a healthy and orderly condition.
- Homeowners must complete all landscaping projects in a timely manner; unfinished landscaping, bare soil, or incomplete installations that are visible from the street are not permitted.
- Unfinished or neglected landscaping projects, overgrown or dead vegetation, and conditions that detract from the community's overall aesthetic are not permitted.

The Association reserves the right to determine what constitutes violations of this Requirement and may issue warnings, assess fines, or require restorative action to the windows, window treatments, yard, lawn or landscaping at the expense of the owner if this Requirement is not followed.

Amendment 8- Passed 2026

The Declaration's GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 32, as follows:

Solar energy collection devices ("solar panels") may be installed on a Lot only after written approval from the Board or Association's Architectural Review Committee ("ARC"), to the extent permitted by Virginia law.

(a) Solar panels shall not be installed on any roof plane, structure, or portion of a Lot that is visible from any street within or adjacent to the Community.

- Panels mounted on the front-facing roof of a dwelling are prohibited.
- Panels mounted on side-roof planes that are visible from the street are prohibited.
- Ground-mounted solar panels are prohibited if visible from the street.

(b) Solar panels may be installed only in the following locations:

- Rear-facing roof planes not visible from the street.

- Rear yard locations screened such that no portion of the device is visible from any street or neighboring Lot, subject to Board or ARC approval.
- (c) All installations must meet the following screening or aesthetic standards:
- Low-profile, parallel to the roof surface when applicable;
 - Constructed of non-reflective material;
 - Free of visible conduits or wiring to the greatest extent practicable; and
 - Installed in compliance with state and local building codes and permitting requirements.
- (d) Owners must maintain all solar equipment in good condition so as not to create a nuisance, safety concern, or visual deterioration.

Amendment 9- Passed 2026

The Declaration's GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 33, as follows:

Electric Vehicle (EV) Charging Stations shall only be installed within driveways, garages, or other fully paved, on-lot areas that are part of the Homeowner's property. Installation locations cannot obstruct traffic, sidewalks, or public rights-of-way.

EV charging stations are strictly prohibited in any location where a vehicle must park in the street to charge. Additionally, they are prohibited where a vehicle must park in any portion of a lot that is not a designated driveway or approved parking area, such as grass, landscaped areas, or other parts of the yard.

Any installation in violation of this Requirement is a covenant violation subject to corrective action, including correction or removal at the Owner's expense.

Amendment 10- Passed 2026

The Declaration's GENERAL PROHIBITIONS AND REQUIREMENTS are amended by inserting new Section 34, as follows:

Residents must comply with all local, state and federal laws, ordinances, building codes, zoning regulations, safety codes, and property-maintenance requirements that apply to homes within the HOA.

The Association may issue warnings, assess fines, or require corrective action to remedy violations at the expense of the owner if this Requirement is not followed.

The following is given pursuant to the provisions of the Property Owner's Association Act contained in Section 55-508, et seq. of the Code of Virginia, 1950, as amended. The Disclosure deals with THE VILLAGE AT HOLLINS and is referenced to the place of record in the Clerk's Office of the Circuit Court of the County of Roanoke, Virginia.

1. The name of the Association is THE VILLAGE AT HOLLINS HOMEOWNERS' ASSOCIATION, INC. The Association is incorporated under the Laws of the State of Virginia. The name and address of the Registered Agent of the Corporation is Ralph C. Wiegandt.

2. A copy of the following documents are attached hereto as Exhibit "1":

(a) Charter issued by the State Corporation Commission;

(b) Articles of Incorporation dated January 4, 2002.

(c) By-Laws dated December 17, 2001;

(d) Declaration of Covenants, Conditions and Restrictions recorded in the Clerk's Office of the Circuit Court of the County of Roanoke in as Instrument No. 200122117 on December 17, 2001.

There are no additional rules or regulations or architectural guidelines which have been promulgated by the Association.

3. A copy of the Association's current budget is attached hereto. The Association has no prior fiscal history.

4. The current assessment for each lot/unit within the subdivision is ~~Two Hundred Dollars (\$200)~~ (Current assessment is \$350) per year. The assessment is subject to change by the Board of Directors. The assessment is on an annualized basis.

5. There is no other entity or facility to which the owner of a lot may be liable for fees or other charges relating to the common areas owned and maintained by the Association.

6. No capital expenditures are anticipated by the Association within the current year. None are anticipated within the next two (2) succeeding fiscal years.

7. At the present time there is no reserve or replacement fund established. All funds of the Association are allocated for current operating expenditures.

8. There are no pending suits or unpaid judgments involving the Association which would have a material impact on the Association or its members or which related to the property.

9. The Association has obtained insurance coverage for general liability coverage. The coverage is provided through State Farm.

10. There has been no notice given to the undersigned that any improvement or alteration made to the property or any use made of the property of the common areas are in violation of the Declaration of Restrictions, Articles of Incorporation or By-Laws.

11. The Restrictions do not limit or prohibit the placement of signs on the lot for advertising the lot for sale.

The above information is given pursuant to the provisions of the Virginia Property Owner's Disclosure Act.