RESOLUTION NO. 2014-A

RESOLUTION FOR CLARIFYING AND FURTHER DEFINING
THE RULES, REGULATIONS AND RESTRICTIONS OF
THE VILLAGE AT TINKER CREEK HOMEOWNERS ASSOCIATION

WHEREAS, Article III, Section 3.2 of the Bylaws of Village at Tinker Homeowners Association, Inc. ("Association") provides that the Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the property provided that the rules and regulations shall not be in conflict with the Declaration or the Articles;

WHEREAS, Bylaws Article III, Section 3.2.8 gives the Board of Directors the power and duty to enforce by legal means the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations; and

WHEREAS, the goal of the Association is to achieve voluntary compliance with all Association Instruments and Rules and Regulations of the Association, while nevertheless strictly enforcing any and all provisions of the Rules and Regulations;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors, pursuant to the Act, the Declaration and this Resolution, hereby establishes the following clarifications for the current Rules and Regulations as found in the Declaration of Covenants, Conditions and Restrictions of Village at Tinker Creek Homeowners Association, Inc., dated September 6, 2002 and recorded on September 9, 2002, and adopts the Rules and Regulations attached as Exhibit A:

EXHIBIT A

The following Rules, Regulations and Restrictions are not intended to restrict lifestyles at the Community, but are for the benefit and to assure the enjoyment of the Community Residents. Your cooperation in abiding by the Rules, Regulations and Restrictions is greatly appreciated.

The Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in the Declarations and as follows:

Village at Tinker Creek Homeowners Association
Rules, Regulations and Restrictions
October 7, 2014

- In regards to Article II, Section 1. A. Uses:
  - Any Lot owner who rents his 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.
    - A written covenant from that party stating that Lessee is aware of and has agreed to be in full compliance with all the terms and provisions of this Declaration, the Articles and Bylaws and all the Rules and Regulations adopted by the Association.
    - The above information must be forwarded to the management company by the owner of the Lot within ten (10) days of the execution of the lease.
    - Homes may only be rented or leased as single-family dwellings with no more than one family occupying the premises as the residents thereof. This does not refer to in-laws, etc…, but rather a large group using the single-family dwelling as a multi-family dwelling.

- In regards to Article II, Section 3. Animals:
  - All of the present homeowners are granted “grandfather clause” in regards to number and size of pets they currently own.
  - No Lot is to have more than two (2) common household pets at any time.
  - No dog houses are permitted anywhere on the Lot.
  - Pets shall be on a leash when walked or exercised on any portion of the Association. Dogs may be off leash at the Park if no other residents are present at the time.
  - No pet shall be allowed to become a nuisance.
  - Every resident of the Association is responsible for cleaning up after their pets. All pet excrement must be cleaned up by using plastic bags and disposed of in the pet owner’s personal trash can.
  - If a pet is visiting, the owner whose home the pet is a guest of is responsible for the actions of that pet and all guidelines and restrictions applicable to pets residing in the Association also apply to pets visiting the Association.

- In regards to Article II, Section 9. Parking:
    - No more than 2 motor vehicles may be parked on the exterior of a Lot at any time with the exception of brief visitors. This refers to personally owned vehicles.
    - All vehicles must be parked so as not to encroach on the sidewalks.
    - No commercial vehicles may be parked on the exterior of any Lot. This refers to personal vehicles and does not apply to service related vehicles onsite temporarily for a home repair. Service related vehicles are only permitted while the service is being performed and may not be left overnight on any Lot.
    - For safety purposes, cul-de-sacs may not be obstructed by parked cars.

- In regards to Article II, Section 11. Exterior Lighting:
    - No outside spot lights on the corners of rear of homes are allowed to remain on throughout the night.
    - Per Roanoke County restrictions, the light from any fixture may not leave the boundary of the Lot.

- In regards to Article II, Section 12. A. Yard Maintenance:
    - All tools, maintenance equipment and machinery (including, but not limited to lawn mowers, snow blowers, garden hoses and sprinklers) must be stored inside when not in use.

- In regards to Article II, Section 15. Trash Containers and Collection:
    - All trash receptacles must be stored in the garage.
    - Trash receptacles may be set out for pick-up between "dark" the day before scheduled pick-up and must be stored back in the garage on the day of pick-up.

- In regards to Article II, Section 16. Clothes Drying Facilities:
    - No outside clothes lines or outside facilities for drying or airing clothing, linens, etc… are allowed.

- In regards to Article II, the following addition shall be Section 23. General Restrictions:
    - A. Window Treatments.
        - All window and door shades, blinds, drapery linings, window treatments or the like that are visible from the exterior of a structure shall be white, off-white, beige or light gray. For example – this would apply to the lining seen from the street, not the interior color of the drapery or window coverings.

    - B. Holiday Decorations.
        - All holiday decorations, such as Thanksgiving, Halloween, Easter, Valentine's Day, etc… may be on display one week prior to the holiday and one week after the holiday. General Fall, Spring, Summer and Winter decorations are considered seasonal and are acceptable for longer periods during the appropriate season, but must be removed within seven (7) days after the holiday/season (for example – Valentine's Day decorations should be removed no later than February 21st).
        - All Christmas holiday decorations may be on display from Thanksgiving Day through January 7th.

- Lights visible from outside the home may be white or colored. However, lights may not flash, twinkle, blink, fade, chase or be accompanied by music.
- No outside blow-up decorations are permitted.

- C. Flags
  - No vertical flag poles are permitted anywhere on the Lot.
  - Existing flag poles are grandfathered in as an exception to this rule. However, upon removal of existing flag poles, new flags must meet current restrictions including not being installed on a vertical pole.
  - If a flag pole of any kind is mounted, a flag must be displayed at all times and such flags must be kept and maintained in a neat and orderly fashion.
  - No offensive or vulgar language or images will be permitted on flags. Determination of what is deemed offensive shall be solely at the discretion of the Board.
  - An American flag, no larger than 3’ x 5’ may be displayed on the front of any Lot.
  - If an American flag is displayed, it must be displayed in accordance with proper flag etiquette.
  - One small garden flag may be displayed on the front porch or in front mulched areas of the Lot.
  - Other temporary, decorative flags at the rear of the house are permitted, but may not exceed more than two (2) per Lot and may not be larger than 3’ x 5’ each.