

**Early's Green Homeowners Association, Inc.
Covenants Policies and Restrictions Summary**

As of June 19, 2019

Early's Green Homeowners Association consists of property owners and homeowners living in Early's Green and Downs IV. These Covenants shall be administered by the Early's Green Covenants Committee (hereafter referred to as the 'Covenants Committee') and all properties will be subject to the same Policies and Restrictions.

Exterior Elements & Construction

1. All exterior paint colors for both the body and trim of the home shall be comparable to authentic Williamsburg colors. The brand of paint, paint specifications and paint colors shall be submitted to the Covenants Committee for review and approval.
2. The Covenants Committee must review and approve all lampposts and exterior lighting fixtures. A photocopy of each must be submitted as part of any required plan.
3. Only black mailboxes, mailbox posts, and newspaper boxes meeting the current design and paint color standards of the H.O.A. shall be permitted. The homeowner or property owner will be responsible for maintaining as well as obtaining and replacing any damaged mailbox post from the H.O.A. Sherwin William's Early's Green mailbox post and newspaper box paint can be obtained, at no charge, from a board member.
4. No metal awnings may be erected on any home, but fabric awnings may be erected with prior written approval of the Covenants Committee.
5. Except for signs posted by the H.O.A. for promotional or marketing purposes, "For Sale" signs signifying a home or lot for sale, small security signs and small invisible fence signs for pet control, no outdoor signs can be displayed.
6. The individual homeowner or property owner has the responsibility to repair and replace all driveway between their house and curb and/or street. Any replaced concrete must conform to Article # 7.
7. All driveways shall be concrete made with natural sand to match the H.O.A. streets. All walkways shall be of natural sand to match the H.O.A. streets. Any other material or design must be submitted and approved by the Covenants Committee.

8. Roofing shingles must be Onyx Black and a quality equal to Owens Oakridge. The shingle shall be of dimensional design with a minimum lifetime rating. The roof pitch construction shall be no less than six inches per 12 inches. A sample of the shingle along with product brand and number must be submitted, in writing to the Covenants Committee for approval.
9. No satellite dishes or other antennae may be erected without the prior written approval of the Covenants Committee before installation.
10. Solar panels and generators will be considered by the Covenants Committee, however thoughtful consideration in erection and location must be given by the homeowner, in writing to the Covenants Committee. No windmills will be permitted. (See Covenant # 11 for generator specification limitations.)
11. Stand-by generators are to be used only for emergency power and shall be powered by natural gas. The manufacturer's model specifications, including noise rating and a site plan must be submitted for approval to the Covenants Committee before installation. The generator shall be located behind the property owner's house. The sound levels shall not exceed 67 decibels at 23 feet (7 meters) when operating at normal load and 58 decibels at 23 feet (7 meters) when in test mode. Routine testing must be scheduled between 1 PM and 2 PM, not to exceed five minutes duration and occur no more frequently than biweekly.
12. Any pet causing or creating a nuisance or unreasonable noise may be permanently removed from the property upon 10 days written notice from the Board of Directors. Any pet droppings shall be immediately cleaned up by the owner or walker of the pet or a fine will be incurred. All dogs must be on leashes as required by state and local laws and ordinances.
13. No fences of any kind may be erected or maintained on any portion of a lot without the prior written approval of the Covenants Committee.
14. No barn, kennel, run, stable, clothesline, tent, playhouse, shed, detached garage or other such structures may be constructed on any lot without the prior written approval of the Covenants Committee.
15. The individual homeowner or property owner has the responsibility to repair and replace all water and sewer connection lines running from the residence to the city maintained public utility lines.
16. The Early's Green Covenants Committee must review and approve all property owners' plans and lot specifications prior to ground breaking.

17. The Covenants Committee must review and approve home plans, brick colors, mortar colors, gutter colors, exterior paint colors, and landscaping plans. Brick, mortar and gutter samples and paint chips are to be submitted with plans. If the home is to be built with a material other than brick, that material must be made part of the plan with a product description and specifications sheet.

18. All exteriors shall be primarily brick, stone or stucco, or a combination thereof. Newly developed alternative materials will be considered on a case-by-case basis and must be reviewed and approved by the Covenants Committee.

19. During construction, all contractors must provide temporary portable toilets and electrical service at their expense and maintenance. All trash must be contained on the jobsite and removed on a regular basis as to not become a health hazard or eye sore to neighbors.

20. The lot size will determine the maximum square footage for a home and the home must be aesthetically pleasing to the neighborhood. Plans must be submitted to the Covenants Committee for approval. The maximum square footage for a two-story home shall be 3,000 square feet in Downs IV and 2,500 square feet in Early's Green, with a minimum of 1,000 square feet of living space on the first floor. The above square footage requirements are exclusive of garages, carports and open porches. Plans must be submitted to the Covenants Committee for approval.

21. The lot's front setback line shall be a minimum of 10 feet. The side setback line shall be a minimum of 5 feet. The rear setback line shall be a minimum of 10 feet.

Landscaping

22. Landscaping must include at least one tree in the front yard meeting the building code requirement of the City of Winchester. The homeowner or property owner must submit a landscaping plan to be reviewed and approved by the Covenants Committee.

23. Hardwood trees in excess of six inches at two feet above ground level shall not be removed without prior written approval by the Covenants Committee. Thorn-bearing trees may be removed without prior approval. Any damaged, dead, or diseased tree or shrub on a homeowner's or property owner's lot, upon receiving written notice from the Covenants Committee, shall, no later than six weeks from receiving said notice, remove the referenced tree or shrub from their lot, so as to not create a blight or eyesore to a neighbor's property. A replacement landscaping plan must be submitted as part of future tree or shrubbery removal request.

24. Finish grading of each lot and driveway must conform to recorded site grading plans for each subdivision. Any drains from downspouts or any other type of drain from a house or lot which drains to the street's curb and encased in the street's curb, shall be the sole expense of the homeowner or property owner to install, maintain, or repair. Should the drain be later removed, the curb shall be repaired so as to match the existing curb as closely as possible.

25. At the time of Certificate of Occupancy, the improved lot must be completely sodded and fertilized. The homeowner or property owner shall install the remainder of the landscaping package (tree, shrubs, plants, mulch beds, etc.). The expense and maintenance of the landscaping installation shall be born by the lot owner or builder, be compatible with and comparable to the existing homes in Downs IV and Early's Green, and approved by the Covenants Committee.

26. A homeowner or property owner may install a lawn irrigation system, with sprayer heads no higher than ground level, which would be the sole expense of the homeowner or property owner to include maintenance, repairs and replacement.

Vehicles, Watercraft & Motorized Units

27. Inoperable vehicles may not be stored outdoors. All vehicles must have current license plates and current inspection sticker. The homeowner who has any vehicle parked in Early's Green which does not have current license plates and current inspections stickers, will be notified by the H.O.A. and will have 10 days to bring the vehicle into compliance. After 10 days, the H.O.A may have the vehicle removed and stored and the homeowner shall incur removal and storage fees.

28. No box trucks, trailers, flat beds, campers, motor homes, ATV's, buses, boats, kayaks, canoes, or watercraft of any type, and any other large hauling or motorized unit may be parked or stored outside on any lot, public right of way, or Common Area, except in connection with construction and/or maintenance activities.

Common Area

29. The Board of Directors is solely responsible for regulating the use of our in-ground pool, shelter and Common Area around the pool, and tennis court. The Board reserves the right to give permission to those using the facilities and the right to ban any individual or group for not obeying the rules and regulations, for offensive conduct, or being obnoxious to others. No above ground or portable pool is permitted.

30. No homeowner or property owner may plant or remove any tree or shrub, install a raised garden, place any debris or foreign materials, or place any storage or other structure on any of the Common Area without the prior written request and approval of the Covenants Committee. With any approval the homeowner or property owner and their heirs or assigns will bear the entire cost of planting, maintaining and, in the event of removal, returning said Common Area to like grade of the surrounding area.

31. The Common Area in our H.O.A. is not intended to be used as additional parking spaces or lots, nor intended to be used as recreational areas for games such as football, baseball, softball, soccer, or any other group activity.

Fees, Dues and Property Sales

32. A homeowner's or property owner's assessment fee of \$500.00 shall be due at time of closing.

33. From date of Deed Transfer, the monthly Homeowner's Association dues shall be assessed at the current rate. Dues are billed annually, to be paid quarterly.

34. Homeowners who have not paid the assessed quarterly dues in full by forty-five days past the due date, which is the first day of each calendar year quarter, will be charged a late dues payment fee of \$35.00 quarterly. Dues paid will be applied to the earliest due date.

35. When selling a property, either by private sale or realtor, the property owner must supply a current copy of the Early's Green Homeowners Association, Inc. Resale Packet to the potential buyer once a contract of sale has been signed. The Packet can be obtained from Coventry Group Community Management, Inc. (540-535-0816).

DISCLOSURE: This document provides a brief summary of the guidelines, policies and restrictions for property owners, renters, prospective purchasers, and builders who may be considering the purchase of an existing home, remodeling an existing home or building a home on an available lot. This document is not a substitution for the By-laws and Declaration of Covenants and Restrictions for Early's Green Homeowners Association. Some parts of this document may not be included in the recorded documents. The Covenants Committee will adhere to all provisions in this document.