

**Reason for proposed changes –**

- **At the 2021 membership meeting several members requested the Board of Directors (BoD) to pursue language to allow outbuildings.**
- **Also at the 2021 membership meeting, several members requested the BoD to revise the language to allow trash cans on the side of homes.**
- **The BoD proposes amendments to Article VII Section J to clarify and add Recreational Vehicle (RV) to the list of prohibited vehicles not allowed to be on property.**
- **The BoD proposes amendments to the Covenants, Conditions and Restriction's (CCR's) to facilitate the above.**

**The Board of Directors met several times since that meeting to discuss and finalize the verbiage for the proposed amendments to the CCR's. These changes have facilitated several proposed amendments to the CCR's.**

**Change One:**

**Current CCR's...**

ARTICLE VII, Section (J)

Except as herein elsewhere provided, no junk vehicle, no commercial vehicle, boat, trailer, truck of more than one (1) ton, shack, barn or temporary or permanent outbuilding, shall be kept or used upon the Lots or Common Areas nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, the Developers and their subcontractors may, for the purpose of business use in connection with the development of the Properties or construction of Living Units therein, maintain trucks, equipment, temporary offices (including trailers) and structures in connections with such development and construction. Notwithstanding the provisions hereof, the Developer may designate an area for the location of a dumpster suitable for garbage collection.

ARTICLE VII, Section (J)

**Proposed Change One**

Except as herein elsewhere provided, no junk vehicle, no commercial vehicle, boat, trailer, recreational vehicle (RV) (Types of RVs include but are not limited to motorhomes, campervans, coaches, caravans, fifth-wheel trailers, popup campers, truck campers, four wheelers, quads, side-by-sides, dirt bikes and minibikes including as these terms are commonly known), truck of more than one (1) ton, shack, barn ~~or temporary or permanent outbuilding~~, shall be kept or used upon the Lots or Common Areas nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. A temporary outbuilding shall be defined as anything that exceeds four (4) feet in height, three (3) feet in depth, and five (5) feet in width. This section shall not apply to Permanent Outbuildings which shall be governed under Article VII, Section 1, Paragraph Q. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, the Developers and their subcontractors may, for the purpose of business use in connection with the development of the Properties or construction of Living Units therein, maintain trucks, equipment, temporary offices (including trailers) and structures in connections with such development and

construction. Notwithstanding the provisions hereof, the Developer may designate an area for the location of a dumpster suitable for garbage collection.

**Change Two:**  
**Current CCR's...**

Article VII, Section (Q)

No residence or addition or alteration thereto shall be erected until the plans and specifications are approved, in writing, by the Developer or its designee. The Grantor or its designee, may disapprove any proposal if: (i) the location of the building not suited to the topography; (ii) the finished ground elevation or the external design of the building or the quantity or quality of the general exterior design and elevation of the existing buildings and the general landscaping of the subdivision, or both. All exterior building materials of the used in home construction shall be brick or wood, but other materials may be used with prior approval of the Grantor or designee.

Article VII, Section (Q)

**Proposed Change Two**

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2. A Permanent Outbuilding (defined as a structure that is intended to be a permanent fixture upon the Lot and that is separate and detached from the Living Unit) shall NOT be erected on any Lot until the plans and specifications (the "Plans") are approved, in writing, by the Association upon the following terms and conditions. Under no circumstances may a Permanent Outbuilding be occupied by man, woman, child or animal.

A.) The Plans shall show exact location of the Permanent Outbuilding on a plat of the residence, inclusive, but not limited to the distances between/ from adjoining lot lines and location of easements of record.

B.) The plan must also comply with the following specifications:

(i) A permanent outbuilding must be no larger than, nor smaller than, eight feet (8') x twelve feet (12').

(ii) Side walls must be no taller than, nor shorter than, seven feet (7') from the floor.

(iii) Roof must be a gable design, centered on the eight-foot (8') walls. It shall have appropriate eaves, soffits, fascia, and rake boards. The roof shall be of a type and nature that substantially matches the style and type of roof existing on the Living Unit at all times. If gutters are installed, they must be substantially similar to those situated on the Living Unit. Gutter drains shall not be routed so as to cause or become a nuisance to a neighbor.

(iv) Permanent Outbuildings shall have a concrete foundation that has a minimum nominal thickness of 4 inches.

(v) The exterior of a Permanent Outbuilding shall substantially match the exterior style and color of the Living Unit. However, vinyl exteriors on the Permanent Outbuilding shall be permitted even if none exists upon the Living Unit. No exterior of a Permanent Outbuilding may be made of wood or plastic.

(vi) The Permanent Outbuilding shall have a 20-Amp minimum electrical service.

(vii) The Permanent Outbuilding shall have a single-entry point on one of the eight-foot (8') walls. The entry point may be either a single door or a double door with hinges along the vertical axis but must be able to be locked.

(viii) The Permanent Outbuilding shall have one vinyl, no less than double pane window. The window will be 12" W x 24"H and installed in one of the two twelve-foot by seven-foot (12'X7') walls.

(ix) Depending on the location of the outbuilding the Association may require landscaping beside the structure, on up to three sides.

(x) No Permanent Outbuilding shall be approved upon a Lot that does not already have a Living Unit structured upon it.

(xi) Any Permanent Outbuilding shall not be nearer to the Street (defined as the street most directly parallel to the front door) than the rear of the Living Unit located on the same Lot, nor shall it be closer to any street which is immediately adjacent to the side boundaries of the Lot.

(xii) The Association shall have the right to require proof of proper permitting by the jurisdiction having authority over the permitting process on the Lot.

C.) Upon notification to the Owner that the plans and specification have been approved, the installation shall be completed within 30 days (the "Installation Period"). During the Installation Period, the project will require 4 inspections and approvals by the Association. The Owner is responsible for contacting the Association at each inspection point. Failure to obtain inspections may cause the Owner to be required to remedy the objections by the Association, at Owner's sole cost and expense. The inspections schedule shall be as follows:

1. After the foundation is poured and electrical is run and set within concrete; then

2. After the structure is rough framed; then

3. After the structure is under roof and sided; then

4. The project is complete.

D.) The Association shall not be required to charge a fee for the application for Permanent Outbuilding, nor for any required periodic inspections, but shall be permitted to charge a fee reasonably necessary for supplies to provide approval letters, certificates, stamps, stickers, etc., as the Association's Board of Directors deems

desirable and reasonable for purposes of defraying costs. However, the Association may charge fees as detailed below for failure to maintain such Permanent Outbuilding.

**E.) Association required periodic Inspections.** Owners with Permanent Outbuildings shall contact the Association in the following years after completion of the project for inspection of the Permanent Outbuilding. At the third, sixth, and ninth anniversary and every two years after that. The Board of Directors for the Association shall have discretion for scheduling the date of inspection. The Association or its representative shall inspect the Permanent Outbuilding and notify the Owner if there is any repair required. The Owner will have 30 days to repair an item identified as needing repair by the Association. If the Owner objects to the required repair, the Owner shall submit an explanation to the Board of Directors of the Association in writing within 10 calendar days and shall have an opportunity to state their objection. A duly taken vote of the Board of Directors shall be final. If the repair required by the Association is not completed within 30 days, the Association shall assess a penalty of \$500.00 per item not repaired. Nothing in this section shall be construed to prohibit the Association from requiring more periodic maintenance, repairs, or upkeep if such Permanent Outbuilding shall cause other provisions of the Declaration to be in violation. The Association shall have the right to keep a publicly available record of all such Permanent Outbuildings which may contain the following: Address, Installation year, Inspection Status, and Date/Year of Next Inspection. Such information may be provided to a prospective purchaser in the event of a sale.

F.) The Association may disapprove any proposal if:

(i) the location of the Permanent Outbuilding is not suited to the topography.

(ii) the finished ground elevation or the external design of the Permanent Outbuilding, or the quantity or quality of the landscaping is not in conformity and harmony with the general exterior design and elevation of the existing buildings and the general landscaping of the subdivision, or both.

G.) The Owner is required to disclose.

### **Change Three:**

#### **Current CCR's...**

Article VII, Section (D) as previously amended.

Trash and garbage containers shall not be in view on any homeowner's property when being viewed from the street (the view from the street is considered the street that the front door is facing). Trash and garbage containers cannot be stored on the side of homeowner's property. For corner lots, when the trash/garbage containers are being stored in the rear of the property, they must be stored furthest from the intersection of both streets. Violations of the policy will result in possible fines under the noncompliance policy.

#### **Proposed Change Three:**

Trash and garbage containers shall not be viewable from the Street (defined as “the street that the front door of the dwelling is (most directly) facing”). If stored on the side of the dwelling, such container still shall not be viewable from the Street.

Corner Lot Provision: The following restriction shall additionally apply to corner lots (defined as a Lot with two adjoining streets connecting at one or more corners). A trash and garbage container shall not be considered viewable from the Street if stored in the rear of the dwelling on the corner furthest from the intersection of the adjoining streets. Violations of the policy will result in possible fines under the noncompliance policy.