

Stewart Creek Farms Restrictive Covenants Clarification Document

In the spirit of creating and maintaining true community and protecting property values, the Stewart Creek Farms Homeowners' Association (HOA) Board of Directors has elected to modify the Restrictive Covenants to align Sections I, II, and III. The prevailing economic conditions at the time of the formation of the covenants resulted in disconnected, sometimes conflicting restrictions among the three sections. It has been clearly demonstrated that this disparity creates confusion and hostility in the community and against the HOA. This undermines the very intent of the existence of an HOA and Restrictive Covenants.

The HOA Board of Directors has elected to modify the Restrictive Covenants in accordance with Article II, Section 2, subsection h:

The Committee shall also have the authority to waive such other restrictive covenants, hereafter set forth, upon good cause shown, where such waiver, in the opinion of the Committee, shall not compromise the high esthetic standards of the development.

Additionally, Article V, Section 36:

The Association shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas... In addition, the Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Association believes should be regulated in order to preserve the desirability and attractive and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the overall development.

This language allows the Architectural Review Committee (ARC) as well as the HOA Board of Directors to modify or waive the Restrictive Covenants to the end of maintaining high esthetic standards for the development. The intent of this document is to become a working standard that clarifies the Restrictive Covenants and brings all three sections in to alignment. This document will also clarify the ARC review process and add an appeals process so that homeowners can be assured the decisions are equitable, consistent, and fair. All ARC decisions are subject to review by the Board.

Empowered by and operating outside of the Restrictive Covenants and By-laws for each section, changes to this document are not subject to any community vote or therein described process. Again, this document is simply recording and providing reference for decisions that are empowered to the ARC and HOA Board of Directors. Amendments to this document require a majority vote of the Board of Directors and shall be reviewed at the annual HOA meeting. After approval, deviations or changes to restrictive covenants should be recorded as addendums to the relevant sections below. This document is intended to be a living recording of deviations and changes so consistent decision making can be attained.

Document Initial Review and Approval

Designation	Name	Signature	Date	Revision
A	Daniel Jones		6/16/17	A
B	Don Coatney		6/16/17	
C	Mitch Murray		6/16/17	
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Document Subsequent Review and Approval

Designation	Name	Signature	Date	Revision
A				
B				
C				
D				
E				

Document Subsequent Review and Approval

Designation	Name	Signature	Date	Revision
A				
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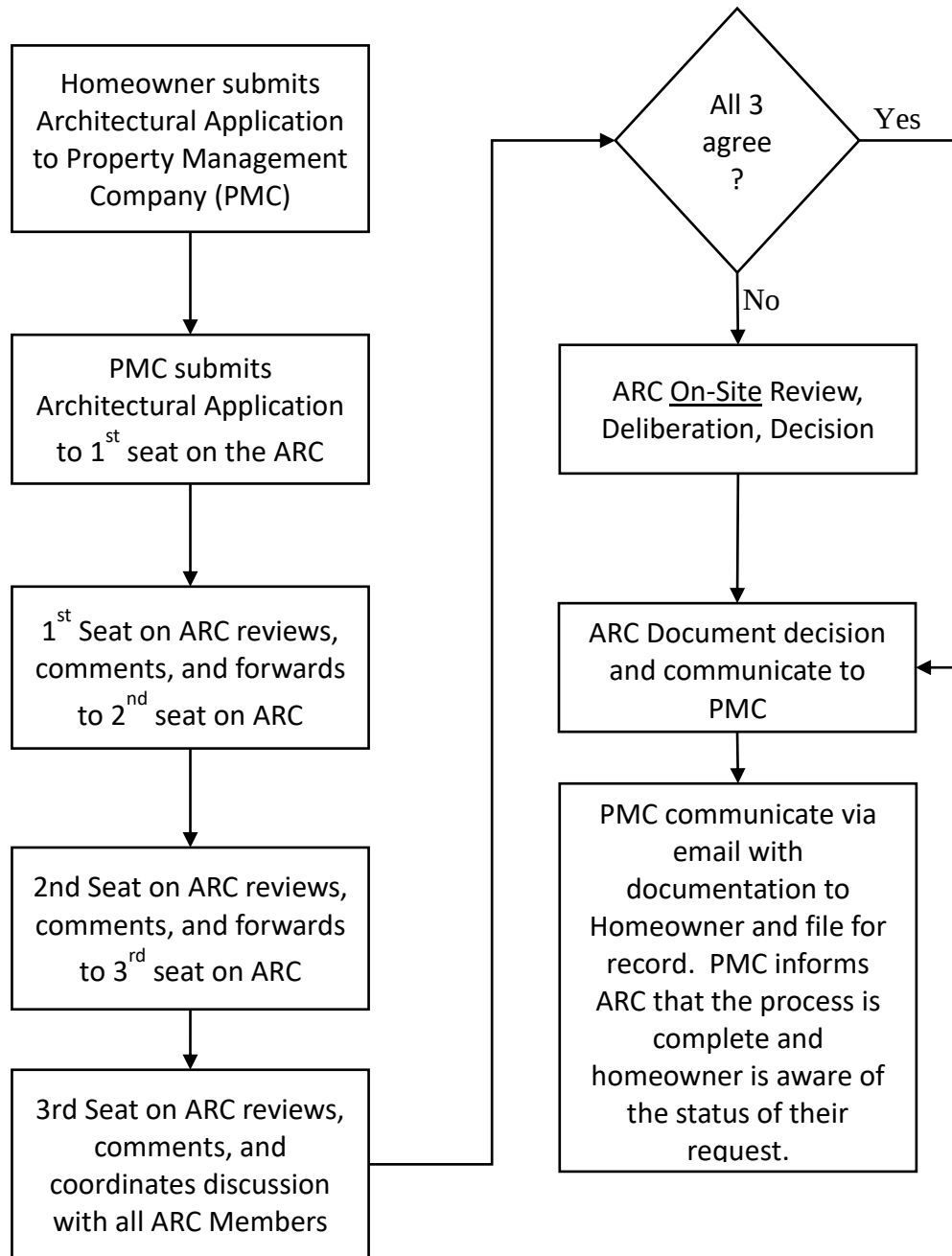
Document Subsequent Review and Approval

Designation	Name	Signature	Date	Revision
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Document Subsequent Review and Approval

Designation	Name	Signature	Date	Revision
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Architectural Application Review Process



APPEALS PROCESS: If the homeowner feels the ARC has made a decision that is not consistent with previous decisions or not aligned with the revised Restrictive Covenants they may appeal it to the HOA Board of Directors for a final review. The HOA Board of Directors will review the application and make a final determination. This final decision will be documented and filed accordingly.

Code of Conduct for the HOA Board of Directors and ARC

The mission of the HOA is to protect property values. The covenants exist to create consistency and ensure everyone in the community is operating under the same expectations. The mission is not to project personal taste or create bias in any form. A significant, intangible part of value for a neighborhood is the quality of the community living there. A key foundational component to building strong community is having leadership that is reasonable and consistent. The spirit of this document is to support the mission of the Board of Directors by creating a unified set of expectations and a process that is unquestionably consistent.

Changes to this document should not be taken lightly nor done in haste to resolve conflict. Sometimes people don't get what they want. Sometimes what they want is not in alignment with the overall community expectations. It is the duty of the Board of Directors to handle these situations with due care and enforce the restrictions for the benefit of the community. Likewise, it is also not the duty of the Board of Directors to project personal taste or agendas. Requests from the community should be measured against the standard and evaluated from the perspective of property value.

From this foundation of trust, the community can build relationships and bonds. These create an atmosphere that is highly sought after. In addition to general health and wellbeing, all of our property values benefit from this generation of demand for our community.

Code of Conduct for the Home Owner

It is the duty of each homeowner to take responsibility for their actions and have awareness on the impacts to others. It is a benefit to each homeowner to engage positively and productively with their neighbors. In addition to significant financial investment, we each invest an immense amount of time in our homes. The quality of that time can be greatly enhanced or diminished by the relationships and sense of community we cultivate.

Community: a feeling of fellowship with others, as a result of sharing common attitudes, interests, and goals.

Respect and patience are reasonable expectations to have of each other. People focus too much on differences. Focusing on what we have in common generates the power of community. Differences should be leveraged to create better solutions to problems, not amplified and used to be divisive. It is the HOA Board of Directors job to ensure basic rules are followed consistently. It is each homeowners job to build community and resolve conflict.

Article V (Modified)

Architectural, Maintenance, and Use Restrictions

Section 3. Nuisance/Animals

SECTION I		SECTION II	SECTION III
No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood			
No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or live stock of any kind shall be allowed or maintained on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept for commercial purposes.			
The Committee shall have authority over all animals and shall have the right to order the removal or any special control measures as to any animal which becomes, in the sole opinion of the Committee, a nuisance or hazard to the health and welfare of the development.			
Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E	

Section 4. Trailers, ETC.

SECTION I		SECTION II	SECTION III
No trailer, prefabricated house, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.			
Addendum 1	No Changes Sought. Definitive term is “residence”.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E	

Section 5. Setback Lines

SECTION I		SECTION II	SECTION III
No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, unclosed porches either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; PROVIDED FURTHER, HOWEVER, that the main structure does not violate the setback line.			
Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E	

Section 6. Rutherford County

SECTION I		SECTION II	SECTION III
All owners of lots in the development shall consult with the appropriate officials of the Rutherford County before installation of any driveway, culvert, or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said Rutherford County			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 7. Driveways

SECTION I		SECTION II	SECTION III
All driveways shall be smooth or stamped or aggregate finished concrete and completed not later than the initial occupancy of the dwelling house. All driveways shall be graveled when footings for the initial construction are installed.			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 8. Fences

SECTION I		SECTION II	SECTION III
The only fences which shall be permitted on lots shall be those erected with the express written permission of the Committee, which is charged to ensure that the said fences conform to the general character and atmosphere of the neighborhood.			
The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence.			
All fences shall be maintained in good repair, and owners agree to abide by the reasonable directives for repairs and maintenance as may be made by the committee.			
All fences must be constructed of matching brick and/or aluminum/wrought iron			
N/A	All fences shall be precisely five (5) feet in height.		All perimeter fences shall be four (4) feet in height
Said fence may not extend closer to any street than the front corners of the house nor closer than 5 feet from each side lot line and 5 feet from rear lot line			Erecting of said fence may not be closer than 20 feet from behind the front corners of the house nor closer than 2 feet from each side lot line and 2 feet from the rear lot line. Individual brick post structures may extend closer than 2 feet from the property line so long as the fence itself does not.

N/A	N/A	As to privacy fences: a six (6) foot privacy fence may be installed in the back portion of the yard. If the privacy fence is installed, it must be approved by the ARC and must conform to the style and design standards to be determined by the ARC.
Vinyl covered “picket” type fences not exceeding 5 feet in height may be used in rear yard behind the back corners of the house. Said fence may not extend closer to any street than the rear corners of the house or closer than 5 feet from each side lot and 5 feet from the rear lot line.	N/A	N/A
As to corner lots: no fence may be closer than 30 feet from any street (measured from the back of the street curb)	N/A	
On all fences, the exact description and material of the fence, showing the exact location of the lot, house and fence must be submitted to the committee for approval. No fence shall be located upon or within a dedication easement (public utility, sewer, access, drainage, etc.).		
Addendum 1	The intent of this addendum is that all requirements for fences shall apply to sections I, II, and III equally. Fence heights shall meet the requirements listed in any of the three sections. Said fence may not extend closer to any street than the front corners of the house nor closer than 2 feet from each side lot line and 2 feet from rear lot line. A vinyl covered “picket” type fence described in section I shall apply equally to all three sections. As to corner lots: no fence may be closer than 30 feet from any street (measured from the back of the street curb). The 2’ offset requirement restricts neighbors from tying fences together. Each property will have it’s own, completed fence.	HOA Board Approval Date <u>6/16/17</u> ☒A☒B☒C☒D☒E
Addendum 2	Privacy screening on fences should be of a black paneling or screen that matches the aesthetic of existing privacy fences. Use of materials that void the warranty are no longer required, but the aesthetic intent should be met. Materials used for privacy screening should be reviewed by the ARC prior to installation.	HOA Board Approval Date <u>6/16/17</u> ☒A☒B☒C☒D☒E

Section 9. Accessory Vehicles

SECTION I		SECTION II	SECTION III
Recreational vehicles, such as golf carts, and/or yard mowing equipment, must be kept in the garages or screened from view of all neighbors and from the front view of the house. The storage of said vehicles shall be subject to the approval of the Committee.			
No inoperable nor junk vehicles shall be parked on any lot, or on the street			
Boats, campers, trailers and motor homes are prohibited unless garaged at all times			
All licensable vehicles shall have current license plates and registration			
No vehicles of any kind shall be parked on the street			
Addendum 1	The intent of this restriction is to prevent the storage of trailers or collection of junk in the driveway. It is reasonable and customary that a trailer, boat, or similar be stored in the driveway for short durations for cleaning, utility, or staging for vacation or other imminent use. Legal definition of storage: “Non-transitory, semi-permanent or long-term, containment, holding, leaving, or placement of goods or materials, usually with the intention of retrieving at a later time. It does not include the interim accumulation of a limited amount during processing, maintenance, or repair.” The staging of a trailer for imminent use is permitted. The storage of a trailer without obvious intent to use for any significant percentage of any 10 day period is in violation. Staging a recreational trailer in preparation or recovery from a trip is acceptable. Staging a camper on site as family or friends visit your home is acceptable. Staging a trailer used frequently as a part of your job is acceptable. Storing a trailer in lieu of paying for offsite storage is in violation.		HOA Board Approval Date <u>6/16/17</u> ☒A ☒B ☒C ☒D ☒E
Addendum 2	The parking of vehicles on the street is not practical to monitor and enforce. If a vehicle is parked in the street in such a way to create a concern for safety, it will be reported to law enforcement. Every effort should be made to not limit safe entry or egress of neighboring driveways. If habitual violation creates a point of conflict between neighbors, the Board of Directors will leverage the means provided in the Restrictive Covenants to penalize the offending homeowner if resolution cannot be achieved by other means.		HOA Board Approval Date <u>6/16/17</u> ☒A ☒B ☒C ☒D ☒E

Section 10. Sidewalks

SECTION I	SECTION II	SECTION III
Said sidewalk shall be 4' in width and shall be constructed parallel with the rear edge of the street curb, allowing for a 1' greenway		

Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E
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Section 12. Garages

SECTION I		SECTION II	SECTION III
All garage doors shall remain closed, except for the actual ingress and egress therein.			
There shall be no detached garages or other accessory buildings constructed or located on the premises unless prior approval in writing is granted by the Committee			
Addendum 1	It is not reasonable to expect or practical to enforce constant closure of garage doors. This restriction shall not be enforced. The requirement for approval in writing for construction of detached garages or other accessory buildings stands.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 13. Exterior Materials

SECTION I		SECTION II	SECTION III
Any dwelling constructed on any lot shall have an exterior construction of not less than 75% brick or stone to grade, unless expressly approved otherwise by the Committee due to the type or style of the house.			
Additionally, all house gables shall be of brick, stone, drivet, stucco, shake or hardy plank (vinyl or other like product being prohibited			
Any siding or covering of a non-masonry nature used in the exterior construction shall be a painted surface or color pigmented vinyl. Any variance must be pre-approved by the Committee.			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 15. Accessory Buildings

SECTION I		SECTION II	SECTION III
Any detached garage or other accessory building shall not exceed one story in height and shall be subject to the pre-approval of the Committee.			
Said building shall be to the rear of the lot, but not less than ten(10) feet from any side or rear lot line, and in no case closer than the house is to any street.			
Said garage or accessory building shall be erected as one building and no garage shall contain room for more than three cars.			
Any accessory building must be of a permanent type and shall be "stick built" on site in a design and material as would be compatible with the main residence (if residence is brick, accessory building shall be 70% brick, etc.). Prefabricated or pre-built garage or accessory buildings are not permitted.			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 16. Exterior Maintenance

SECTION I		SECTION II	SECTION III
Each owner shall be responsible for the safe, clean and attractive maintenance of all lands, buildings, improvements, and landscaped areas on any lot. All lots must be kept clear and clean of all litter.			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 17. Satellite Dishes

SECTION I		SECTION II	SECTION III
Satellite dishes shall be permitted provided that the overall diameter does not exceed 24” and the location of the dish shall be subject to approval and/or requirements of the Committee at its sole discretion on each improved lot.			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 24. Basketball Goals

SECTION I		SECTION II	SECTION III
Upon approval of its location and quality by the Architectural Review Committee, a basketball goal, placed permanently in the ground, is permitted. Any such basketball goal must be located on or adjacent to the residence’s driveway, far enough from the street to provide for its safe use and to avoid interference with normal traffic flow. The color and quality must comply with the Stewart Creed Farms Architectural Guidelines and receive approval prior to installation. Any such basketball goal shall be maintained by the Lot Owner. The net must be in place and not be missing or torn. No broken rims or peeling paint is permitted. All submissions for approval shall be made as required in the governing documents and a picture and diagram of the location on the Lot of the basketball goal must be provided with the submission			
Addendum 1	Amendment to Restrictive Covenants Applying to Stewart Creek Farms Section II shall apply to Section’s I and III as well. Original filing did not cover all sections.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 25. Swimming Pools

SECTION I		SECTION II	SECTION III
Swimming pools shall be allowed only on lots approved by the Association and shall be located at the rear of a residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the ARC. The construction of any swimming pool shall conform to all applicable government regulations. No above-ground swimming pools shall be permitted.			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 26. Storage Tanks and Refuse Disposal

SECTION I		SECTION II	SECTION III
No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or it's equivalent.			
Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any lot			
All equipment, coolers, and garbage cans shall be concealed from the view of the neighboring lots, roads, streets and open areas.			
Addendum 1	Storage of garbage and recycle cans beyond line of sight is not practical in all cases and not reasonably enforceable. Garbage and recycling cans can be stored orderly in view of the street. The other restrictions in this section still apply.		HOA Board Approval Date <u>6/16/16</u> ☒ A ☒ B ☒ C ☒ D ☒ E
Addendum 2	Rain barrels/basins with aesthetic design can be utilized in the rear of the house. Systems must be well maintained and functional. Materials and layout must be submitted to the ARC for approval prior to installation.		HOA Board Approval Date <u>6/16/16</u> ☒ A ☒ B ☒ C ☒ D ☒ E
Addendum 3	LP tanks will be located within 6' of stub out on side of house. Tanks should be placed on concrete pads to reduce damage to bottle and settling. LP Tanks will be maintained for safety and aesthetics. No visible rust or damage will be present.		HOA Board Approval Date <u>6/16/16</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 27. Outside Lighting

SECTION I		SECTION II	SECTION III
Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association.			
Tasteful accent lighting is encouraged and security lighting which does not create a nuisance for other Lot Owners is permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light which the Association deems to be unattractive or a nuisance to other Lot Owners.			
Tasteful holiday decorative lighting is permitted from Thanksgiving until January 7 subject to any rules established by the Association regarding the types and extent of such lighting.			

Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E
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Section 28. Window Units

SECTION I	SECTION II	SECTION III
All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any lot and all such units shall be installed flush with the exterior wall surface.		
Addendum 1	Supplemental heating/cooling units with remote evaporators should be collocated with the existing main house HVAC units. Due care should be taken with utility routing so as not to negatively affect the esthetics of the home. No window or wall type air conditioning units shall be permitted to be seen from the street view of any lot and all such units shall be installed flush with the exterior wall surface.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 29. Recreational Equipment

SECTION I	SECTION II	SECTION III
All playground and recreational equipment must be used, erected, placed, or maintained to the rear of all Lots.		
Wood construction for such equipment is encouraged. No metal play equipment is allowed.		
No tree houses, play houses or other such structures shall be allowed except as may be specifically allowed by Rules of the Association.		
Addendum 1	The intent of this restriction is to limit the use of metal play equipment that typically falls into disrepair as a function of the elements and lack of use after children have outgrown it.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E
Addendum 2	To remain as consistent as possible with adjacent HOA covenants and promote a sense of having a single community, trampolines will be allowed as of the ratification of this document. Trampolines will be anchored to the ground to prevent damage to adjacent structures during wind storms. Trampolines will also be kept to high aesthetic and safety standards. Ripped netting and padding will be replaced. Rusting or damaged metal will be removed. Trampolines, being metal and fabric, will be removed from the property when they are beyond their useful life as defined by the condition of materials AND frequency of usage. Trampolines shall not be considered permanent additions to any household.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 30. Maintenance

SECTION I	SECTION II	SECTION III
All Lots, together with the exterior or all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Lot Owner shall be responsible for maintaining the right of way and any Common Area between such Lot Owner's Lot and the street. Each lot Owner agrees to abide by rules which may be established by the Association regarding specifics on maintenance of Lots and residences on the Lots as well as any requirements regarding plantings on Lots. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. <u>In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or it's agents shall not be subject to any liability for trespass or otherwise.</u> All costs incurred in any such repair, maintenance, restoration, cutting, pruning, or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.		
The Association shall contact with one (1) or more landscaping service to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the quarterly or annual assessments.		
Addendum 1	Adding the clarification of maintenance to decks and any wood structures.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 31. Damage Destruction or Maintenance

SECTION I	SECTION II	SECTION III
In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:		
(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within sixty (60) days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Developer or the Association or the Architectural Review Committee, as the case may be, in accordance with this Article V hereof.		
(b) In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and décor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article V hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of insurance adjustment.		
(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damages was caused by fault of any Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.		
Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16//17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 32. Hobbies and Activities

SECTION I		SECTION II	SECTION III
The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks or pyrotechnic devices of any type or size, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any lot or upon the common areas without the consent of the Association.			
Addendum 1	The intent of this restriction is to protect the safety of the community. Archery and non-powder based projectiles (B.B. Guns, blow guns, sling shots, etc.) can be used where the target area is properly back stopped and all customary safety precautions are followed. Injury to others is subject to civil liability. Any projectile that cannot be backstopped, contained properly or creates a noise nuisance (85 decibels or higher) is strictly prohibited.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E
Addendum 2	The assembly and disassembly of motor vehicles or other mechanical devices does not specifically represent a safety issue. However, such activities should be done in such a way that does not harm the aesthetics of the Lot. Activities should be done within the garage and shall not stain or otherwise deface the property. Inoperable vehicles or mechanical devices shall not be stored in the driveway. Pursuit of such hobbies similarly should not create any noise nuisance (85 decibels or higher).		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E
Addendum 3	Fireworks shall be permitted on customary holidays within reasonable hours. Misuse, destruction, and recklessness shall be subject to legal and civil penalties.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 33. Use of Common Areas and Amenities.

SECTION I		SECTION II	SECTION III
The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration. No Lot Owner shall be allowed to make improvements on any portion of the Common Area			
Addendum 1	No Changes Sought.		HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 34. Drainage

SECTION I	SECTION II	SECTION III
No Lot Owner shall place fill on any lot or place fences, trees or landscaping in such a location or position that will interfere with the existing drainage on or from other Lots or the Common Area		

Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E
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Section 35. Curb Cuts and Damage

SECTION I	SECTION II	SECTION III
Any builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer or the Association. Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.		
Addendum 1	No Changes Sought.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E

Section 36. Rules and Regulations

SECTION I	SECTION II	SECTION III
The Association shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific Lot owners as a result of a Lot Owner's (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules and regulations promulgated hereunder. In addition, the rules and regulations may provide that Lot Owners shall be responsible for maintenance of limited portions of Common Areas immediately adjoining their lot. Any and all assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Association in accordance with the provisions as contained herein. In addition. The Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Association believes should be regulated in order to preserve the desirability and attractive and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the overall Development. Specifically, and with limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate lawn art, lighting, neon signs, interior window coverings that are visible from the street, and holiday decorations. In addition, the board of Directors of the Association shall have the power to set, assess, and collect fines from the Lot Owners for violations of this Declaration or any Rules of the Association.		
Addendum 1	Shall not be interpreted to limit the display of service flags or banners for those with family serving in the military.	HOA Board Approval Date <u>6/16/17</u> ☒ A ☒ B ☒ C ☒ D ☒ E