

Architectural Standards and Homeowner Use Restrictions  
Effective: August 1, 2011

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## **1.0 PURPOSE**

We wish to welcome new members of the Edgewater community and we hope this document will help you enjoy the community to the fullest.

This document has been revised with an effective date of August 1, 2011 and incorporates all previous amendments, changes, and revisions approved by the Board of Directors. As stated in the By Laws of the Edgewater Owners Association, Inc. at paragraph III. C. (f), the Board of Directors is charged with the responsibility of making and amending use restrictions, rules and regulations, and design guidelines. The provisions of this document may be overruled, cancelled, or modified by a majority vote of the members of the Edgewater Owners Association.

The purpose of this document is to describe the architectural standards and the use restrictions that have been established for the Edgewater community. These standards and restrictions have been put in place to supplement the Covenants, to provide a safe and pleasant atmosphere throughout the community, and to protect the interests of the homeowners. It is the intent of this document to explain and clarify the Covenants and community standards so that association members will better understand their responsibilities toward maintaining the excellence of the community. The objective is to maintain the quality of our neighborhood without placing undue burdens on individual members.

Exceptions, waivers, and deviations from architectural standards and use restrictions may be approved or disapproved, upon resident application, by the Architectural Review Committee (ARC) or the Covenants Committee (CC) under authorities and responsibilities so delegated, and committee decisions may be appealed by appearing before the full Board. Requests for architectural changes and requests related to use restrictions should be submitted to the EOA Office in writing.

## **2.0 BACKGROUND**

The Declaration of Protective Covenants for Edgewater (referred to as the Covenants), to which we all agreed, established the Edgewater Owners Association (EOA) in order to provide for well- planned development and maintenance of the Edgewater community. It provides for a Board of Directors (BOD) to manage association operations and maintain mutually beneficial architectural standards and use restrictions for the entire Edgewater community.

The Covenants (known as the Green Book) empower the Board to provide for the administration, maintenance, preservation, use and enjoyment of the common grounds and facilities. The Board is also responsible for maintaining and enforcing architectural standards and use restrictions. The ARC assists the Board in maintaining excellent architectural standards, and the CC aids the Board in the enforcement of the use restrictions.

The Covenants broadly define homeowner responsibilities in Section 2.0 of Article V, and in Article VI, Sections 1 - 29, which define a basic set of standards and restrictions. The BOD is charged with authority to interpret, expand and modify these standards and restrictions as the community grows and matures. For example, in most articles the Board is specifically authorized to make exceptions and define details. In Article 13, Section 19, the declaration allows the Board, or its designees to "in the exercise of its reasonable discretion, permit deviations..." The declaration in Article 13, Section 4.0 provides for amendments by majority vote of the association membership to use restrictions for which the Board is not provided specific authority to change, and in Sections 1 and 2, provides for enforcement. This document describes the current set of standards and restrictions, which has evolved over the period since the start of the association.

### 3.0 REVISIONS

It is recognized that, as the community develops, the details of the architectural standards and use restrictions will change. Accordingly, this document may be revised from time to time as necessary to reflect the intentions of the Board and the needs of the association members. All changes must be approved by the Board and are published in Board meeting minutes and on the Edgewater Community website. Copies will be provided by the EOA Office upon request or upon registration of new residents.

When architectural standards are changed and have been published, structures and architectural attributes that were approved and constructed under earlier standards are "Grandfathered." However, replacement of that "Grandfathered" item will be subject to the current architectural standards.

When use restrictions are changed and have been published, these types of changes will not be "grandfathered". The Board of Directors, in considering and approving such changes, may provide a reasonable amount of time (one to three months) for adjustments or compliance by residents.

The chairmen may appoint one or more members to serve as a subcommittee to help maintain the document and to recommend revisions which would better serve the needs of the Edgewater community.

### 4.0 EDGEWATER ARCHITECTURAL STANDARDS

The architectural standards are established for the Edgewater community in order to preserve the beauty of the neighborhoods and preserve the property values of the homeowners. The Board of Directors has the overall responsibility for maintaining architectural excellence. The Declaration of Covenants in Article VI provided an initial set of architectural standards and Section 10 empowered the Architectural Review Committee (ARC) with the responsibility and authority for defining and enforcing the architectural standards. **The ARC must approve all new construction and major modifications.** The Architectural Review Committee is also charged with the responsibility for advising the Board on revisions to the standards and enforcement of violations.

The following discussions are intended to define and explain the current architectural standards for both new home construction and follow-on modifications.

## 4.1 NEW CONSTRUCTION STANDARD

**Table 4.1-1**

<b>EDGEWATER OWNERS ASSOCIATION HOUSE PLAN APPROVAL GUIDELINES</b>							
SUBDIVISION	GRD FLOOR MIN SQ FT 1 STORY	GRD FLOOR MIN SQ FT 2 STORY	MIN SQ FT 2 STORY	MIN FT FRONT	SETBACKS FT SIDE	FT REAR	MINIMUM ROOF PITCH
Heritage Woods	1200	1200	2000	40	15	45	7/12
Spinnaker Ridge	1800		2000	40	15	45	7/12
Dunhill	1800		2000	20/CUL-25	7	25	7/12
Remington Place	1800	1000	1800	20	5		7/12
Lost Tree Pointe	2400		2400	40	15	45	7/12
Morland Shores	1800		1800	20	1"/12*	15	5/12
Fox Bend	1800		1800	20	5/6/14**	25	7/12
Compass Pointe	2000		2000	25	8	30***	7/12
Carriage Hill			2200	25/20****	8/20****	25	7/12

\* One side 1"; opposite side 12'  
 \*\*Note: 5' for 1 story, 6' for 2 story, 14' sum of widths  
 \*\*\* Corner lot common line setbacks are 25  
 \*\*\*\*Lots 1-7 Front setback=25, lots 8-38=20; Side setback = 8 except corner lots = 20

### 4.1.1 PLAN APPROVAL REQUIREMENTS

**4.1.1.1 Review Procedures for New Construction.** The Architectural Review Committee has the responsibility to review, with the authority to approve or disapprove, any exterior construction, addition, erection, or alteration to property other than the Common Property. No exterior construction, addition, erection, or alteration is permitted without the prior written permission of the ARC. The primary consideration for approval is aesthetics and the committee is the sole arbitrator of such plan approval. The two-fold objective of the review procedure is to ensure compliance with the specific standards discussed in Section 4.1.2, and to make sure the residence is harmonious in appearance with the surrounding architecture. Since aesthetic consideration is based on individual tastes, the committee incorporates the opinion of several people in a consensus judgment.

Each owner/builder must submit detailed plans and an application form (Appendix A). The form, which must be filled out completely, details many of the specifics addressed in Section 4.1.2. Failure to completely fill all blocks of the application form will delay approval.

When the application and plans are received, the Chairman of the Architectural Review Committee (ARC) will assign a review team consisting of three members of the committee. The review team will then independently review the plans and application. Each reviewer will then either:

- 1) Approve the plans unconditionally.
- 2) Approve the plans subject to specific conditions.
- 3) Disapprove the plans.

A rejection must state the reasons for rejection and where possible indicate some possible alternatives that could make it acceptable.

After the three reviews are completed, the ARC Chairman coordinates the results of the three, makes a decision, and informs the owner/builder. If all three reviewers approve the plans unconditionally, the decision is straightforward. However, if necessary, the Chairperson may discuss conditions with members individually or as a group in an attempt to arrive at a consensus. The Chairman will then convey the results

to the owner/builder. When plans are rejected or conditionally accepted, the owner/builder is required to resubmit plans or supplemental statements indicating changes which are proposed to achieve acceptance. The ARC Chairman may approve or disapprove the changes after consulting with the review team members. Partial approval (e.g., to start construction) may be given with final approval withheld pending submission of additional data (e.g., exterior colors if they were not specified) or pending a change in plans. Notification of approval or disapproval may be verbal or by e-mail but a written record of the approval will be retained on file in the EOA Office. (Appendix B).

When the owner/builder does not agree with the decision, the Architectural Review Committee Chairman may arrange appeal procedures involving the entire committee and/or the Board of Directors in an attempt to arrive at acceptable solutions. However, in no case may construction begin without plan approval.

**4.1.1.2 Time Table.** The Declaration of Covenants specifies that if plans are not approved or disapproved within 60 days, the construction may begin without approval. However, because of the importance of time in the construction process, the committee attempts to get an answer to the owner/builder within 5 working days from the time all plans, and correctly completed application forms, are received. When additional conditions are necessary, the time required to work out the details of compliance depends on the owner/builder as well as the committee. In all cases, since construction is delayed until approval, the committee is obliged to respond as quickly as practical. It should be remembered, however, that committee members are volunteers with many other obligations on their time, so that there are occasional delays in meeting our scheduled goals.

#### **4.1.2 NEW CONSTRUCTION RESTRICTIONS**

The architectural standards defined herein reflect the specific items initially addressed by the Declaration of Covenants Article VI, Sections 4, 11-14, 21-22, 24-29, amendments recorded on July 17, 1987, and the interpretations, modifications, and additions that have been defined by the Architectural Review Committee and approved by the Board of Directors since the incorporation of the owner association. These standards affect size and type of structure, roof slope and shingle materials, exterior siding materials and color, garages, and appendages such as porches and decks. They also affect building setbacks, lot dimensions, and landscaping requirements.

In general, the restrictions discussed herein are applicable to all of the single family residential subdivisions: Steeplechase West, Heritage Woods, Spinnaker Ridge, Lake Shore, Lost Tree Pointe, Remington Place, Dunhill, Morland Shores, Fox Bend, Carriage Hill, and Compass Pointe. These subdivisions may have additional requirements. Where subdivision restrictions differ from those of Edgewater, the most stringent conditions normally apply. However, subdivisions developed as condominiums, townhomes, and patio homes on property zoned as multiple family, were exempt from the minimum frontage requirement and the prohibition of front entry garages. These exemptions apply to Steeplechase West, Morland Shores, Remington Place, and parts of Compass Pointe.

**4.1.2.1 Minimum Area.** All single-story, single-family residences within the Edgewater Community are required to have a minimum of 1,800 square feet of centrally heated living area, exclusive of garages, porches, attics and basements. In addition, all two story single-family residences must have a minimum of 1,000 square feet on the first floor. Table 4.1-1 shows the minimum area and other restrictions applicable to individual subdivisions, which, in some cases, are more stringent than those of Edgewater.

**4.1.2.2 Roofs.** The Architectural Review Committee has established a minimum roof pitch of 7/12 (rise to run ratio). The primary concern is aesthetics. These requirements have been relaxed where appearance is not compromised. Exceptions may include edges of porches and other areas that do not degrade the subdivision specific general architectural aesthetics in the opinion of the Architectural Review

Committee.

Our standards require that roofing materials be dimensional shake or architectural grade shingles. Standard "three-tab" shingles are not allowed.

**4.1.2.3 Garages.** The basic restrictions stated in the Declaration of Covenants require that all single-family residences have an attached garage. Carports are not acceptable. A detached garage is acceptable if connected to the dwelling with a breezeway. Front entry garages are prohibited, except in Remington Place, Morland Shores, Steeplechase West, and parts of Compass Pointe which are exempt because lot sizes make a rear entry garage impractical. In addition, all garages must be capable of storing a minimum of two standard size automobiles.

**4.1.2.4 Exteriors (New Construction).** The initial requirements defined in the Declaration of Covenants address exterior color requirements. In addition, the committee has established that the exterior of the residence must be predominantly brick; however, some subdivisions may allow "Dryvit" on the exterior. Brick and paint colors must be compatible with original colors of residences in the neighborhood.

The Architectural Review Committee may approve limited amounts of siding. The percentages of siding must be within the limits set by individual subdivisions.

Natural wood siding (lap siding or clapboard) is acceptable and encouraged to the percentage allowed. It must be painted or covered with an opaque stain of color compatible with the brick and approved by the Architectural Review Committee. Plywood siding is not permitted but plywood may be used for soffit areas.

High quality press board siding (sometimes generically referred to as "Masonite", a trade name) is permitted provided quality of installation is such that "waviness" is not apparent and boards are repaired of all surface damage so as to present a homogeneous appearance. It must be painted a color compatible with the brick and approved by the Architectural Review Committee.

Aluminum or other metallic siding or trim, including soffit, fascia, and corner boards, may not be used in any application except for roof and chimney flashings, roof drip edges, rain gutters, and downspouts. Rain gutters and downspouts may either seamless aluminum or other metal with factory applied finish to match the rest of the wood house trim, or galvanized steel painted to match the house trim. An option is to paint downspouts to closely match brick colors in appropriate areas.

Vinyl siding or trim may be used only under the following conditions:

- High quality vinyl-clad windows and door units with factory-applied coatings (e.g., Andersen, Pella, etc.) are permitted.
- Vinyl soffits are permitted if completely trimmed by appropriately painted wood moldings.
- Vinyl rain gutters and downspouts are not allowed.
- Vinyl siding is permitted up to the siding percentage limit providing the following material and installation quality requirements are met.
  1. The siding is constructed of high quality materials that meet or exceed the quality specification of the Wolverine Restoration series.
  2. The minimum material thickness is 0.044 inches. (Typical spec. 0.046 +/- 0.002)
  3. The installation must be such that "waviness" is not apparent and meets all of the installation standards recommended by the manufacturer.
  4. The siding must be backed with foam (or equivalent) material sculptured to fit the backside profile of the siding so that there may be no momentary indentation from the flexibility of the material. Only the backing approved by the siding manufacturer may be

used. (For Wolverine Restoration series the only approved backing product is “Thermowall” manufactured by Progressive Foam Products.)

5. The installation must utilize all accessories recommended by the manufacturer, including, but not limited to:

- a. Inside corner posts.
- b. Utility trim.
- c. F-receivers.

6. The siding panels must either be continuous throughout the entire length (No butt joints or overlaps) or, when overlaps are necessary, they must be staggered so that the vertical joints of any two adjacent horizontal panels are separated by at least three feet.

7. The siding must be of a color compatible with the brick and approved by the Architectural Review Committee.

**4.1.2.5 Outbuildings and Other Structures.** No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community unless and until detailed plans and specifications showing at least the nature, kind, shape, height, materials, colors, and location of the change on the site plan shall have been submitted in writing to and approved by the Architectural Review Committee. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and shall be entitled to stop any construction in violation of these restrictions or have it removed. In general, to get approval an external structure must be in a rear privacy area or not highly visible. Aesthetically pleasing in-ground swimming pools are generally approved provided they meet all local codes including fencing requirements.

**4.1.2.6 Fence Construction.** No fence or fencing type barrier shall be placed, erected or allowed without plans being approved by the Architectural Review Committee (ARC). The rear yard of a residence may be enclosed with professionally constructed wrought iron or wood fence. The use of wrought iron and shrubbery is encouraged as the most attractive approach to privacy areas. Cedar, redwood, cypress and pressure treated pine are acceptable wood types. All wire fences, including chain link, are prohibited. Wood members that warp and split (typical for one inch board) must be maintained and replaced as needed.

Several attractive wood fence designs are acceptable. Board on board (or solid board) style is acceptable only with an installed minimum gap of one-half (1/2) inch between boards. Fences with wider gaps between boards are preferred, but if maximum privacy is desired, a “shadow box” should be used. Unfinished wood fences and split rail fences are not acceptable. All fences must be painted or stained within six months of erection, and painted or stained as frequently as necessary to maintain attractive appearance. The “weathered look” has been considered to be unsightly. Paint or stain must be of a color harmonious with trim colors used on the residence and in the neighborhood and approved by the Architectural Review Committee. Residents are strongly encouraged to use the same color as fences on adjacent properties. Earth tones and muted wood tones are the most desirable. Sealers or other clear finishes, which preserve the look of the natural pinewood or treated pinewood, are not acceptable. A clear finish on cedar or redwood that preserves the natural color is allowed. Fences previously grandfathered must be cleaned, repaired and finished to be brought up to standards.

Unless specifically approved by the ARC, fence heights are limited to a maximum of six (6) feet relative to the natural contour of the terrain. Privacy fences on lakeside property are not allowed on the side that borders the lake. Retaining walls and decorative fences of high quality materials (brick, wrought iron) may be permitted if determined by the Architectural Review Committee to be compatible with the surrounding architecture.

**4.1.2.7 Exterior Lighting (New Construction).** The initial standards in our Declaration of Covenants prohibited exterior lighting except for a single decorative post light and seasonal lighting at Christmas. The intent is to protect residents from annoying lights from nearby properties.

Our current standards permit and encourage ground lighting that illuminates the building or landscaping or pathways without glaring into or becoming spotlights into neighboring properties. The lighting should be soft and subtle, using clear or white lights. In addition, the lighting must be aesthetically pleasing and compatible with the landscaping plan. Two decorative post lights are now allowed and low-voltage or solar lighting may be used for ground lighting.

**4.1.2.8 Building Site Requirements (new Construction).** The Edgewater Declaration of Covenants require that all lots for single family detached residences, except those on cul-de-sacs, have a minimum street frontage of 100 feet. Lots on cul-de-sacs shall have a minimum of 100 feet of frontage at the front building setback. Exemptions have been made for subdivisions developed as single-family residences on property that is zoned for multiple family dwellings. The exemption includes Remington Place, Morland Shores, Fox Bend and Steeplechase West. The building setbacks that are shown in Table 4.1-1 are established by subdivisions. Also, all property located at street an intersection is required to be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting is permitted where it would create a traffic or sight problem.

**4.1.2.9 Landscaping and Drainage (New Construction).** Each residence must be well landscaped with shrubbery and lawn areas. All new construction applications shall include complete landscaping and drainage plans submitted for approval by the ARC.

**4.1.2.10 Builders and Contractors Responsibilities.** The prime contractor is responsible for maintaining the job site during the preparation and construction period, and up until the time of closing a sale or completion of a project. This includes the safety and cleanliness of the job site, and the requirement to minimize disturbances and distractions to nearby residents.

Contractors are responsible for removal of all debris and construction materials from the job site and are prohibited from using residential garbage containers for that purpose. Daily cleanup of the job site is expected, and debris (including casual items such as bottles, sandwich wrappings, etc.) should be properly disposed of. The prime contractor is responsible for the actions of his subcontractors. Construction workers should minimize disruption to the residents, including appropriate vehicle parking, loud voices, radios, etc. They are not allowed to trespass (such as using driveways and lawns as convenient pathways). The prime contractor must provide portable toilet facilities for the duration of the construction period. These facilities shall be properly maintained and promptly removed upon completion of the residence.

Construction vehicles and other equipment are not allowed to remain at the job site or vacant lots for more than five days prior to or after use. Private vehicles and other vehicles must not cause a traffic hazard by double parking on the street, and are not permitted to block driveways and mailboxes.

**4.1.2.11 Exterior Equipment on Grounds or Structure.** Exterior radio, television, or other antennas except satellite dishes are not allowed. Window air conditioners and protruding exhaust fans are prohibited. No solar energy collector panels or attendant hardware or other energy conservation equipment are allowed without prior approval of the ARC. Exceptions to these requirements may be allowed only if the Architectural Review Committee determines that they are an integral and harmonious part of the structure.

A Satellite Dish obtained and installed through personal or commercial lease or purchase and not exceeding thirty (30) inches in diameter is permitted in the rear area of the residence, out of view from the street in the front of the house.

Exterior equipment, such as air conditioner condensers and installed propane tanks are required to be

located in a rear area or if located on the side or front of the residence, to be screened from view from the front street by suitably colored wood lattice or brick enclosures or shrubbery. This does not extend to meters or terminal junction boxes attached to houses, or to utility-owned junction boxes typically placed in easements between houses (to avoid root interference with buried telephone cable and TV cable wire).

Overhead utility wires are prohibited throughout the Edgewater neighborhood.

The Covenants require a mailbox enclosure of brick or other quality construction for each single-family detached residence, aesthetically compatible with the surrounding neighborhood. The enclosure must house a standard rural mailbox, and may contain an optional newspaper slot. An exception is noted for neighborhoods (Spinnaker Ridge; Compass Pointe) only where metal mailbox posts were installed during construction. Originally installed mailboxes and enclosures may only be replaced with identical structures.

**4.1.2.12 Trees - Environmental Impact.** The Declaration of Covenants defines specific restrictions on the removal of trees. Specific exceptions are allowed for trees which are diseased or which present a safety hazard. The ARC has recognized that excavation required for home building requires the destruction of some healthy trees. In order to increase consciousness of the environmental impact and minimize unnecessary destruction of healthy trees, our application requires the builder to describe the trees to be saved during construction. In general, trees smaller than 4 inches in diameter and trees clustered together crowding out more healthy trees may be removed in the process.

## **4.2 ADDITIONS, MODIFICATIONS AND REPAIRS**

In order to maintain the beauty and value of Edgewater homes, the architectural standards must be maintained on a continual basis as well as during initial construction. The ARC (and the BOD), therefore, requires approval of any modifications or repairs that could impact the harmony of the surrounding neighborhood. In general, the standards for additions, modifications and repairs are similar to those of initial construction. A plan approval procedure is addressed in Section 4.2.1. In order to encourage ongoing maintenance and repair, we discuss repairs and maintenance that do not require approval in Section 4.2.2. Finally, in Section 4.2.3, we address specific standards applicable to the most common additions, modifications and repairs.

### **4.2.1 PLAN APPROVAL REQUIREMENTS**

The review procedure for additions, modifications and major repairs is similar to that of new construction. Again, the two-fold objective is to ensure compliance with the architectural standards described in Sections 4.1.3 and 4.2.3, and to ensure that the proposed change is compatible with the surrounding residences.

The owner must submit an application (Appendix C) for any major changes. The application form for improvements is less detailed than that for original construction. Unless detailed structural changes are required, word descriptions and sketches may be submitted in lieu of detailed blueprints.

The normal procedure is to assign a three-member review team with two votes constituting a majority decision.

### **4.2.2 IMPROVEMENTS NOT REQUIRING APPROVAL**

In order to encourage ongoing maintenance of homeowner properties, the ARC has attempted to avoid the need for approval for improvements that do not alter the original appearance or impact the harmony of surrounding houses. This category includes, but is not limited to, the following:

- Replacement of doors or windows with like colors.
- Re-painting in original colors. (Note that any color changes require approval of the ARC.)
- Replacement of roof or of damaged roof shingles in original pattern and color.
- Shrubbery or other landscaping item replacement consistent with original plans.
- Replacement or repair of gutters, downspouts and eaves.
- Trimming of trees and hedges. In most cases, such improvements do not require large expenditures of time or money. However, since mistakes are less costly to prevent than correct, residents are encouraged to contact the committee if there is any doubt of the acceptability of the improvement.

### 4.2.3 STANDARDS FOR HOME IMPROVEMENT

In general, the requirements specified in Section 4.1.2 for construction are applicable for improvements. This section contains discussions of additional requirements more specific to improvements that tend to occur after construction is complete. In general, the committee is most concerned with items that are highly visible from the front, but some restrictions are also applicable to side and rear areas of the home.

**4.2.3.1 Fence Construction.** Any fences to be constructed after the residence construction has been completed must be approved by the Architectural Review Committee prior to construction. The fence construction and finishing requirements are described in Section 4.1.2.

**4.2.3.2 Exterior Equipment on Structure.** The standards for exterior protrusion are the same as those under construction standards of Section 4.1.2. Specifically, antennas (except satellite dishes), window air conditioners, and protruding exhaust fans are among the items that may not be added unless the Architectural Review Committee determines that they do not impact the surrounding architecture. Satellite dishes are to be placed in the rear of the residence such that they are not seen from the front of the house; requests for exceptions based on professional installer guidance should be processed through the ARC.

**4.2.3.3 Exterior Colors.** Any exterior painting in colors that differ from the original approved plans require approval from the Architectural Review Committee. Gaudy or flashy reflective paints are not allowed. In addition, colors that are not themselves considered gaudy may be unacceptable in the context of surrounding residences.

**4.2.3.4 Tree Removal** As stated in Section 4.1.1, trees must often be destroyed during construction. No trees may be removed after construction without the express consent of the ARC, except for (a) diseased or dead trees; (b) trees needing to be removed to promote growth of other trees; or (c) trees needing to be removed for safety reasons. Fallen trees must be removed from properties within a reasonable period of time; residents should notify the office if fallen trees cannot be removed within two weeks of the damage.

**4.2.3.5 Exterior Lighting** The requirements for exterior lighting modifications are the same as those specified for new construction in Section 4.1.2.

Excessively or disturbingly vivid, or glaring, or non-aesthetic lighting (including fixtures) is prohibited. Functional lighting for security and safety is acceptable when aesthetically pleasing and compatible with landscaping and does not encroach on the privacy of your neighbors. Extended use (e.g. left on all night) of house-mounted elevated floodlights is an inconsiderate disturbance to neighbors and is prohibited. The use of motion detectors and timers is strongly encouraged.

If in doubt, a request for review and approval should be submitted to the ARC.

**4.2.3.6 Seawall Installation and Repair (Lakeside).** The use of traditional large, white, limestone rocks is not permitted. Decorative mountain stones or river rock is acceptable. Due to environmental concerns, the use of “Creosote” treated lumber such as railroad ties are not allowed. Pressure treated lumber is safe and recommended. The Edgewater Board in 1999 set a precedent using 10# to 20# Rip Rap, a.k.a. Surge rock in repairing the lake shoreline. This precedent continues.

**4.2.3.7 Other Items.** It is not possible to mention all possible home improvements that may be considered. In order to maintain neighborhood harmony and avoid the difficulty and expense of correcting unacceptable alterations, we encourage homeowners to contact the Architectural Review Committee during the planning of a project. The committee is anxious to work out solutions that satisfy you and the architectural integrity of the surrounding residences.

## 5.0 EDGEWATER USE RESTRICTIONS.

The Edgewater Homeowner Use Restrictions are in place to ensure that all privately owned properties are used and maintained in a manner that will enhance the enjoyment of all members of the community. The use restrictions currently in place are derived from the Declaration of Covenants which defines a set of basic restrictions, and charges the Board of Directors with the responsibility for interpreting, modifying and revising these restrictions as the community grows and matures. The Covenants Committee is charged with the responsibility for enforcing the restrictions and making recommendations regarding modifications and additions to the restrictions.

See Section 6.0 for enforcement provisions and due process. Since it is impossible to cover every contingency, in cases not specifically covered by the Architectural Standards and Homeowner Use Restrictions, the Covenants Committee is enjoined to make judgments based on their interpretation of the intent of the Declaration. All enforcement decisions are subject to review by or appeal to the Board of Directors.

In the following sections the current restrictions, which have evolved since association formation, are explained. Where possible, rationale is provided for the restrictions as well as background into how they relate to the Declaration of Covenants and how they have evolved since the association began. The use restrictions will be discussed in three categories:

5.1 Residential Use.

5.2 Maintenance and Upkeep.

5.3 Interactive Use.

## 5.1 RESIDENTIAL USE RESTRICTIONS

This category is established to make sure that the single-family residences be used and maintained only as originally intended for the enjoyment of the resident owner and family. To provide this protection we prohibit or restrict other uses such as the joint use by people not of the immediate family, the use of a residence for business, and the leasing of residences as an investment. The Declaration of Covenants addresses these issues in Sections 2, 5, 6 and 16 of Article VI and Article VII.

**5.1.1 Residential Use.** All residences within Edgewater community are to be used exclusively as single-family homes. A "Mother-in-Law" apartment, which is a portion of the residence intended for use by dependent parents or other close family members who require special care, is permitted, but in no case

may separate families occupy the same residence on a permanent basis.

**5.1.2 Business Use.** The Edgewater use restrictions shall be in addition to local zoning laws that govern the operation of businesses. In general, no business or business-like activity may be carried out in or upon any residence or property. However, exceptions are recognized provided such business activities:

- Can be conducted in an entirely enclosed manner.
- Do not impact the residential character of the neighborhood.
- Are not obvious to passersby.
- Do not create disturbances or increase traffic or parking congestion beyond ordinary visitation expected at a residence.

In no case may signs be used to advertise or identify the residence as a place of business, nor may equipment and supplies be delivered or stored in a manner that detracts from neighborhood appearance. The activity must not generate noise or visual disturbances to surrounding residences.

Some of the businesses activities that are recognized include, but are not limited to:

- Tutoring.
- Teaching of art or music lessons.
- Operation of a home office for business conducted elsewhere (telework).
- Operation of a part-time office for a church or charity.

**5.1.3 Garage Sales.** The Edgewater Homeowners Association sponsors two community-wide garage sales each year in which all residents are invited to participate. Additionally, one individual Garage Sale is permitted in the Edgewater community only under strictly observed conditions and with advanced coordination through the EOA Office.

**5.1.3.1 Individual garage sale:**

- The individual garage sale host must register the proposed event at the Edgewater office not later than Wednesday of the week of the sale.
- Garage sales at individual residences may be held only on Saturday between the hours of 8 a.m. and 2 p.m.
- One small sign (no larger than 12"x20") may be placed at the driveway entrance during the period of the sale only. No signs may be posted elsewhere in Edgewater. (Advertised directions must be complete enough to steer customers without signs.)
- The goods displayed must be kept within the garage and driveway. (Residents of Steeplechase West may display garage sale items in front of their homes.)
- All material displays and signs must be removed immediately after the sale period.
- No resident may have more than one (1) individual garage sale in any one year and are encouraged to participate in the community-wide events.
- Non-residents of Edgewater may not sponsor garage sales, and professional garage sale sponsors are prohibited.

**5.1.3.2 Community-wide garage sale events:**

The EOA Community Activities Committee sponsors two specific one-day community-wide garage sale events each year. When these events occur, the above rules will apply in addition to committee guidance exclusively for those special events.

- The Edgewater Community Activities Committee places signs at the Edgewater entrance.
- A suitable advertisement may be placed with the local news media by the EOA or by individuals.
- The Edgewater Community Center Parking Lot may be made available to residents for sales of

goods.

**5.1.4 Leasing and Renting.** The single-family residences within Edgewater are not intended as rental investments or commercial property. It is recognized, however, that a homeowner may at times find it expedient to lease the residence.

**5.1.4.1** All leases shall have a minimum term of six (6) months.

**5.1.4.2** All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Edgewater Administrative Documents: Declaration of Protective Covenants for Edgewater and By-Laws, and the Architectural Standards and Homeowner Use Restrictions.

**5.1.4.3** The lease shall also obligate the tenant to comply with the Covenants, By-Laws, and Architectural Standards and Homeowner Use Restrictions. The Tenant shall register with the EOA Office within 14 days of occupancy and shall provide name(s) of occupants, e-mail address, and phone numbers. The lease shall provide that, in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. Such obligation of the tenant by the homeowner does not relieve the homeowner of primary responsibility for maintenance and upkeep of the property and residence.

**5.1.4.4** The homeowner shall be responsible for ensuring tenants are properly registered with the EOA Office within 14 days of occupancy and for maintaining current homeowner and tenant contact information on file.

**5.1.5 Timesharing.** No form of timesharing ownership is permitted in the Edgewater Community.

## **5.2 MAINTENANCE AND UPKEEP RESPONSIBILITIES**

This type of rule is applied to help keep neighborhoods pleasant and inoffensive. It includes the requirement to maintain lawns and gardens and remove unsightly objects from the view of the neighborhood. It prohibits nuisance activities that could unnecessarily disturb other residents. The specific rules for this type of offense are addressed in the Declaration of Covenants Article V, Section 2 and Article VI, Sections 2, 3, 8, 9, 15 and 23.

**5.2.1 General Maintenance Responsibilities.** Each property owner is required to maintain all property in a safe and attractive manner consistent with the community-wide standards. This includes painting, lawn and garden care, repair of building and driveway, and proper temporary storage and prompt removal of trash, garbage, and debris.

The following paragraphs discuss some of the major specific items of concern, but the homeowner's responsibility extends to any other activities that could impact the appearance of the residence and the surrounding neighborhood.

**5.2.2 Lawn Establishment and Yard Maintenance.** Well-established and maintained lawns, shrubbery, and flower garden areas are essential to neighborhood appearance and property values. Residents are required to establish and maintain their lawns according to the following guidelines:

**5.2.2.1** Lawns must be mowed regularly, the frequency depending on the species of grass and the season, such as to present a neat and well-kept appearance. In addition, maintenance shall include:

- Edging along the curbs, sidewalks, and driveways

- Removal of debris from the curb, sidewalk and driveway areas
- Removal of weeds from lawns and garden planting beds
- Pruning of shrubs and trees
- Prompt removal of dead plants, shrubs and trees

**5.2.2.2** Plantings within the resident's property, or shrubs or flowers next to mailboxes, shall not overhang or protrude onto the sidewalk or street, or obstruct the visibility of drivers.

**5.2.2.3** Vacant lots are required to be kept free of felled trees, weeds and brush. Lots that are clear and sufficiently level must be mowed entirely so that grasses do not exceed 8 inches in height. Lots that are rocky, uneven, and tree covered must be cleared and mowed to the extent of covering the utility easement, or at least 10 feet from property line of adjacent completed residence or lot.

**5.2.2.4** No planting of trees or shrubs is permitted in the grass areas between the street and sidewalk on Edgewater Drive or Spinnaker Ridge Drive, except by the EOA. Planting of small flowerbeds adjacent to existing mail boxes on Spinnaker Ridge is permitted. Shrubs or plantings within the resident's property along Edgewater Drive and Spinnaker Ridge shall not overhang or protrude into the sidewalks.

**5.2.3 Exterior Storage and Usage.** The following rules are to insure that the neighborhood maintains an attractive, safe, and pleasant environment for all:

**5.2.3.1 Trash, garbage, and debris.** Garbage cans, stacks of limbs or other debris, and bags of lawn clippings shall be stored in an area not visible from the front or side views from the street(s) of your property. (Reasonable allowance will be made for corner lots and very unusual conditions as determined by the Covenants Committee.) Solid waste materials and containers shall be placed at the curb no earlier than the evening before the day of scheduled pickup. Placement of these items on Edgewater Drive is prohibited. Garbage cans shall be removed from the curb no later than the evening of the pickup day and be stored out of sight from the front or side street views of the house. Storage of garbage cans and recycle bins in driveways or along the sides of houses is prohibited unless completely screened from front and side views from the street.

**5.2.3.2 Service and athletic equipment.** Except as noted below, when not in use, all service equipment, lawn equipment, supplies, and portable recreation equipment shall be located or screened so as to be concealed from view from the front or side views from the street of your property. Examples include, but are not limited to: picnic tables, portable BBQ's, trampolines, soccer goals, bicycles, archery targets, badminton and tennis sets and nets, volleyball nets, boats and all water craft, all trailers, utility carts, water and sprinkler garden hoses and reels/housings\*, landscaping materials, and mulch, fertilizer and seed bags. Since no houses front on Edgewater Drive, the side yards of corner properties on Edgewater Drive may be approved by the ARC in consultation with the Covenants Committee for exemption from certain of the provisions in this paragraph, depending on lot configuration. Residents whose backyards can be readily viewed from a street, such those on Edgewater Drive, are required to store the equipment and supplies covered by this provision in a neat and orderly fashion in keeping with the intent of the above.

\***Hose containers** (such as large clay pots or garden tubs or commercial enclosed hose reel containers) that completely conceal the garden hose are acceptable but must be stored in the rearward part of the driveway or the rear side of the house. Hose containers may be placed behind bushes or a lattice wood screen in the front area of townhomes next to the front wall.

**5.2.3.3 Above-ground pools** have not been approved; however, children’s portable inflatable pools or plastic wading pools no larger than 8 feet in diameter may be used in rear areas or backyards for short durations and must not be allowed to kill the grass.

**5.2.3.4 Stand-alone or lean-to storage units**, buildings, gazebos, and sheds are prohibited unless specifically approved by the ARC with the concurrence of the Covenants Committee. Deck boxes, potting tables, and accessory units for storage of garden tools and supplies may be used in the rear areas of the residence or on decks or on rear porches and must be concealed from the front or side views from the street of your property.

**5.2.3.5 Notes on specific exceptions:**

(1) Residents may apply to the EOA Office in writing for specific exceptions to architectural standards and homeowner use restrictions. Exceptions that apply generally to the architectural and structural appearance are usually made by the ARC or by a majority vote of the full Board, and the decision is coordinated with the Covenants Committee. Individual exceptions to use restrictions may be approved by the CC or a full vote of the Board.

(2) Gazebos, arbors, playhouses, hot tubs, martin houses, and dog pens have been approved on a case-by-case basis. Swing-sets, basketball goals, trampolines, and other recreational equipment have been approved when located in areas that are not highly visible.

(3) Movable and permanent basketball goals will be allowed only if the following conditions are met: The basketball goal has to be kept in good condition. The basketball goal can be stored or placed only in the rearward part of the driveway and behind the rear most plane of the front of the house. Temporary use of portable basketball goals in front areas is permitted provided the goals are moved to the back of the house or back of the driveway when not in use. If it is moved to the front of the driveway for usage, it must be moved back to the rearward part of the drive when not in use. No exceptions will be given to this rule. The ARC must approve the proposed installation of any new permanent basketball goal (or one affixed to tree, garage, or house). Any neighbor’s complaint about basketball noise will be dealt with as a nuisance covenant complaint and followed through as such.

(4) Clotheslines are allowed only in a rear area completely screened from view from the surrounding streets.

(5) Woodpiles must be stacked neatly in areas behind an imaginary line extending outward from each side of the rear of the house. They must be located at least six (6) inches from buildings and stacked on a concrete area, or in racks to keep the wood from contacting the ground. If tarps are used to cover woodpiles or other materials, tarps must be of camouflage design or color that blends into the background of the yard. The EOA Board may direct that woodpiles be removed or relocated if they are not neatly maintained or if there is potential threat to adjacent properties from insect or animal infestation.

(6) Landscaping materials, mulch, fertilizer, and seed bags, may be staged in driveways or side yards ONLY when a project is actually in progress and installation or distribution is expected inside of a few days, not to exceed one week. Otherwise, such articles shall be stored in a rear area not visible from the front or side streets of the house. If such articles are observed in place for over one week, a violation notice may be sent.

**5.2.4 Exterior decorations and displays.** In order to maintain a harmonious neighborhood appearance,

we require a primarily natural landscaping decor. The Board of Directors must approve any deviation from these guidelines. The following guidelines shall be used when considering front and side lawn/garden ornamentation, and side lawn ornamentation on corner lots:

**5.2.4.1 Lawn and garden decorations.** A total of four (4) lawn and garden decorations are allowed, such as bird feeders, bird baths, benches, yard flags, and lawn sculptures (no taller than 30 inches) to name a few. The color of these items should be natural or earth tone and blend into or be consistent with the overall design of the yard.

**5.2.4.2 Artificial and reflective displays prohibited.** Artificial flowers, Gazing balls, and other reflective decorations or displays are not allowed in the landscape viewable from surrounding streets. No items of any kind may be left on the front driveways.

**5.2.4.3 Tops of mailboxes.** The tops of mailboxes shall be free of any decoration except for lights installed and wired during original construction.

**5.2.4.4 United States flags,** in proper condition, may be flown from a standard attached to the house or deck. (The laws relating to the flag of the United States of America are found in detail in the United States Code. Title 4, Chapter 1 pertains to appropriate and proper display of the flag.)

**5.2.4.5 Holiday ornamentation** is allowed during the season for a reasonable period of time. "Reasonable" means that decorations should be removed within a week of the holiday event (e.g. Independence Day, Halloween, etc.) and for the major holiday season bounded by Thanksgiving and Christmas, by the middle of January. In extraordinary cases, the Covenants Committee may extend the grace period for removing holiday ornamentation. Regardless of purpose, yard flags are limited to the four lawn and garden decorations allowed.

**5.2.5 Exterior Finishes.** All residences and improvements must be repainted as necessary to maintain the appearance of the neighborhood in a color used in the original construction of residences within the community. Painting or staining in the original color shades requires no approvals but the Architectural Review Committee must approve color changes. Untreated wood on a residence is not allowed; all wood exteriors must be painted or stained. Porches, decks and fences must be stained or painted as necessary to avoid deterioration. Sealers or other clear finishes that preserve the natural color of the wood are not acceptable except on cedar and redwood.

**5.2.6 Signs/signage.** Signs placed on residential and common area property can detract seriously from the beauty of the neighborhood. Sign restrictions are included in the original Declaration of Covenants. The Board of Directors has updated the conditions of the restrictions. The current sign policies are as follows:

**5.2.6.1 No real estate signs or builder/developer signs** of any kind are permitted at the Edgewater entryway, or along Edgewater Drive.

**5.2.6.2 One real estate "For Sale" or "For Rent" sign is allowed per residence** at the front of the lot. The sign must not exceed 7 square feet in area. It must be mounted on posts no larger than 4 inches by 4 inches, and must not extend more than seven feet above the ground. These restrictions apply to builder lots as well as resident homeowners.

**5.2.6.3** Temporary additional real estate signs are allowed for developers and homeowners "open house" displays under the following conditions. One generic "Open-House" direction sign is permitted at subdivision entranceway (but not at Edgewater entrance). An additional directional sign is permitted at the corner of the house being opened and on the lot of the open house itself. All temporary signs must be removed immediately after the open-house event.

**5.2.6.4 Political signs are strictly prohibited** throughout Edgewater.

**5.2.6.5 Signs advertising businesses**, such as roofing, fence, landscaping, tree services, other contractor or home improvement companies or events, are prohibited.

**5.2.6.6 "Beware of dog"** or other "warning" signs are prohibited. The ARC may make exceptions if such signs are not visible from the front or side street(s).

### **5.2.7 House Number Markings.**

**5.2.7.1 Curb markings**: Edgewater homeowners may paint their designated house number on the curb at their residence. Homeowners are not required to gain architectural approval prior to applying the house numbers on the curb, but must adhere to the following criteria:

Color: Only black numbers on a white background are allowed. Background area must not exceed six (6) inches in height or twenty (20) inches in length. Black borders included within those dimensions are permitted. Numbers must be block style numerals and may not exceed four inches in height.

Location: House number designations shall be placed on the curb at or near the mailbox of the official street address.

Limitations: Only one curb marking designation per residence is allowed, and only the number of the home is allowed.

**5.2.7.2 House markings**: Residence numbers must be placed on the house itself either next to or above the front door in a size sufficient to be easily seen from the street. Numbers should be at least 4 to 6 inches in height and be in a décor that complements the home.

## **5.3 INTERACTIVE USAGE RESTRICTION**

This category of regulation applies to activities of residents that can have a negative impact on neighboring residents if not prohibited or controlled. This category includes the regulation of disturbances, vehicle use, animals and pets, and other activities of potential disruption to a neighborhood area.

**5.3.1 Disturbing Uses**. Homeowners are required to prevent the development of any unclean, unhealthy or unkempt conditions. A residence may not be used to store items in an untidy or unsafe manner or which detract from the appearance of the surrounding houses or the community. Similarly, no activity is permitted and no materials may be used or kept that will emit foul or obnoxious odors or contaminate the environment or pose a threat to people or their pets. Activities that involve disturbing noises - horns, sirens, whistles, etc. - are also prohibited except as security devices. These prohibitions apply whether the activities are hobbies, personal interests, or home- or work-related.

Edgewater Community expectations are intended to safeguard the rights of each resident without infringement on the rights of other residents. This includes, but is not limited to, restrictions such as:

- Loud and/or unsafe operation of automobiles, motorcycles, or other vehicles.
- Loud music, whether electronic or live.
- Barking dogs.
- Spotlights/floodlights operated for extended periods or shining onto neighbors' property.
- Electronic interference to radio/television, for example ham or CB radios.
- Trespassing
- Parking that infringes or may infringe on another resident's curb or driveway.

- Parking across a sidewalk is illegal.

**5.3.2 Vehicle Use and Parking.** The restrictions on vehicle use are intended to protect the residents from disturbance from loud or unsafe use of powered vehicles, and to avoid visual distraction or safety hazards that can result from parking or storing vehicles in the street or on residents' or community property.

The Declaration of Covenants established initial parking restrictions, some addressing automobiles and other regularly used vehicles and recreational vehicles, including motor homes, self-contained campers, all terrain vehicles, boats, towed vehicles such as campers, trailers, boat trailers, and small powered scooters, go carts, golf carts, etc. The intention, in all cases, is to avoid safety hazards, impeded traffic flow, and the cluttered appearance resulting from vehicles located in the street or driveways. For this reason, the restrictions have been refined and expanded to be more explicit as defined below.

**5.3.2.1 Resident automobiles** may not be parked in the street overnight. Any **visitor automobiles** parked in the street must be parked parallel to the curb and are normally limited to the space in front of the sponsoring resident's home.

**5.3.2.2 Residential parking includes the driveway and garage space.** The Declaration of Protective Covenants requires that all automobiles be parked in an acceptable parking area and it defines that area as garage space. However, it has been necessary to expand the definition of parking area to include the driveway.

**5.3.2.3 It is illegal for vehicles to block or partially block any sidewalk.**

**5.3.2.4 Short-term guests** of Edgewater residents or visitors may park vehicles on the streets in front of the host residence providing the vehicle is not located where it could obscure the view, obstruct traffic, or block the driveway or entranceway of another residence. If your guests plan to remain more than two days, a non-renewable one-week guest pass is obtainable by the resident from the EOA Office. Guests who remain more than one (1) week are required to arrange for vehicle parking in approved off-street areas. Guests with RV's may park in the street in front of the residence for up to 7 days ONLY IF the aforementioned guest pass is obtained from the EOA Office. Such temporarily street-parked RV's may not be used for overnight camping or for sleeping quarters during the visit. The resident host is responsible for any violations incurred by the visitors.

**5.3.2.5 Automobiles and other vehicles may not be parked on Edgewater Drive** except during special events.

**5.3.2.6** Daylight parking on the circle in the **boat ramp area** is permitted only so long as normal traffic is not impeded. Automobiles and other vehicles may not be parked on or alongside the boat ramp except when the boat is being launched or removed from the water.

**5.3.2.7 Recreational and towed vehicles** of any kind may not be stored in the Edgewater Community except in a garage or completely screened area and may not be regularly parked in the street or in any portion of a residence which is visible from the front of the residence, or side of, if a corner lot. (Since privacy fences are limited to a height of 6 feet, vehicles of greater height would not be completely screened.) In order to permit recreational vehicle owners to prepare for trips, owners may park RVs in their driveways for up to 48 hours prior to and after using that vehicle, providing they meet the legal size

restrictions according to the city's codes and do not block traffic. If it is absolutely necessary to park the RV or towed vehicle on the street in front of the residence, the resident should notify the EOA Office.

**5.3.2.8 Other than city/county roadways.** Except for powered wheelchairs and scooters designed for disabled persons, smaller powered vehicles such as motorcycles, mini bikes, all-terrain vehicles, powered scooters, go-carts, or golf carts may not be operated on sidewalks, recreational pathways, or lawns of private or association properties, except those specifically permitted by the EOA, such as EOA maintenance vehicles.

**5.3.2.9 Legal compliance.** All vehicles operated in the Edgewater community must be operated in a safe and considerate manner in compliance with all local speed limits and other traffic laws, including state and county required licensing and registration. Operation in a noisy manner or without a muffler is strictly prohibited.

### **5.3.3 Guns, Weapons, and Fireworks.**

**5.3.3.1 Declaration of Covenants, Article VI, Section 17. "Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and firearms of all types."** The intent of the Declaration of Covenants is to protect against the hazards of weapon discharge whether accidental, careless, or intentional. *In addition, such firearms may not be carried openly within the community, unless carried within a gun case, with an installed trigger lock, or broken down in a manner that would not allow discharge.* The association requires full and absolute compliance with state and local laws concerning ownership, storage, and carriage or transportation from, to, and within the residence.

- It is unlawful to carry a concealed pistol, firearm, or air gun without a permit.
- No person shall carry a pistol in any vehicle or concealed on or about his person, except on his land, in his own home or fixed place of business, without a license.

**5.3.3.2 The use of bows and arrows, throwing knives, or any kind of similar or homemade weapon is prohibited within the community.**

**5.3.3.3 Fireworks Prohibited.** The use of fireworks is also prohibited. The Board may make exceptions only for those who live in Madison only (not within the city of Huntsville), upon written application to the Board to include date, time, place, and responsible resident.

- It's illegal for private citizens in the cities of Huntsville and Madison to handle fireworks, even though within Madison County, it's legal for the public to handle fireworks. Only state and city approved licensed pyrotechnic companies are able to handle fireworks in the cities of Madison and Huntsville, mainly for community shows.
- Municipal citations can be issued to city residents for illegally discharging fireworks that can range from a minimum fine of \$100 to maximum fine of \$500, plus up to six months in jail.

**5.3.4 Disruption of Drainage.** Under normal conditions, the grading and landscaping at the time of construction provides adequate drainage that would prevent standing water in the property and adjoining properties. Any alteration that modifies that drainage is prohibited. If standing water or other drainage problems occurs, corrections may be made only with permission of the Architectural Review Committee. Such permission requires consideration of the impact on any of the nearby properties, and may require permission from local regulatory authorities.

**5.3.5 Animals and Pets.** In response to community feedback, the association has updated provisions consistent with the ordinance number 2009-77, 4-27-09, of the City of Madison and ordinance number

95-693 of the City of Huntsville that allow members to enjoy the benefits of pet ownership without causing disturbance to others, or deterioration of the neighborhood character. Residents are advised to file complaints with the City of Madison Animal Control Office at 256-772-7190 or at the Madison Police Department, 100 Hughes Road, or through Madison County Animal Control: 256-532-1519; or as applicable through Huntsville Animal Control: 256-883-3782. EOA regulations specifically prohibit:

- (1) The raising or keeping of livestock of any kind. "It shall be unlawful for any person to keep livestock in the city limits on any lot smaller than three acres in size."
- (2) The intentional breeding of dogs, cats or other animals, whether or not intended for profit.
- (3) The keeping of vicious and/or dangerous animals is unlawful as defined in the City of Madison ordinance.

Complaints should be filed with the appropriate civil authority. Complaints filed with the Edgewater Owners Association Office must include sufficient details so that responsibility can be established and appropriate due process is supportable.

**5.3.5.1 *All dogs must be under control with a leash when being walked within the Edgewater community to include all common property and the Edgewater Lake area. All pet owners are required to ensure that their pet does not become a nuisance to other residents in terms of disturbing noise or damage to property. One or more barking dogs can become very disturbing after a period of time.***

Dogs that are not under firm control or are potentially dangerous, especially to small children, are of significant concern. Special precautions are needed to (1) ensure children won't inadvertently enter the area where dogs are kept and (2) ensure that dogs do not jump, leap, or otherwise become threatening to other residents. The practice of chaining a dog outside unattended is discouraged since children, unaware of the danger, may approach the animal.

**Dogs that are specially trained to aid a blind, hearing-impaired, or physically handicapped person are exempt from only those restrictions that could impair this function.**

Cats, while often allowed to roam, must not be allowed to damage lawns or other plants. Cats must not be allowed to create noise disturbance.

**5.3.5.2** Portions of the code of ordinances of the City of Madison, chapter 5, Animal Control, are cited below for the guidance of EOA residents:

- *Restraint:* An animal is under restraint if it is controlled by a leash; with a competent person, and responds to the commands of that person; on or within a vehicle being driven or parked on a public street; or securely enclosed within the property limits of its owner or keeper. (a) *It shall be unlawful for the owner of any animal to fail to keep such animal under restraint or to permit such animal to run at large upon the streets and public ways of the city.* (b) *Any dog, while on a street, sidewalk, public way or in any park, public square or other public space, shall be secured by a leash of sufficient strength to restrain the particular dog.*

- *Sanitation:* (1) No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners or condominium association, or upon private property other than that of the owner, unless such owner immediately removes and disposes of all feces deposited by such animal by the following methods: a) *Collection* of the feces by appropriate implement and placement in a paper or plastic bag or other container; and b) *Removal* of such bag or container to the property of the animal owner or custodian and disposition thereafter in a manner as otherwise may be permitted by law.

- *Noisy animals.* It shall be unlawful and a nuisance for any person to confine, harbor, or keep on a residential lot or premises within the city any animal known to such person to habitually, continuously, or intermittently make or emit sounds or noises of such volume and nature as to reasonably interfere with or disturb the peace, quiet, comfort, and repose of persons of ordinary sensibilities within the neighborhood in the reasonable use and enjoyment of their property.

**5.3.6 Recreational Facilities.** Edgewater recreational facilities (tennis courts, swimming pools, lake) are reserved for the use of Association members and their guests (up to four per EOA member). Membership access cards are the means for security personnel to verify that people are authorized to use these facilities. These cards, available at the community clubhouse, should be carried when Edgewater facilities are used.

**5.3.7 Lady Anne Lake.** Fishing is permitted for EOA members as long as a license is obtained from the appropriate governmental authority. Swimming, tubing, water skiing, and ice-skating are all prohibited. Except as approved by the Board of Directors, boats with internal combustion engines and boats longer than seventeen (17) feet are not permitted. Boat use after dark is prohibited. Boats using the lake must be registered with the Edgewater Owners Association. EOA registration stickers are available free of charge at the clubhouse.

## **6.0 ENFORCEMENT**

### **6.1 Authority**

The Declaration of Covenants of the Edgewater Owners Association, in place since October 17, 1986, has provided the Owners Association with adequate power for enforcement of Architectural Standards and Use Restrictions defined herein. These powers are described in Article XIII, Section 1.0, and referred to or implied throughout preceding articles. The enforcement of Architectural Standards is established in Article VI, Section 10. The Association is empowered to stop construction work on any project that has not received written approval from the Architectural Review Committee. In addition, the authority to impose fines and injunctive relief is defined in Article XIII, Section 1.0. The enforcement of the Homeowner's Maintenance responsibilities is established in Article V, Section 2.0. The enforcement of the Homeowner's Use Restrictions is established in Article XIII. The association is provided (Section 1.0) the power to impose fines and to enforce fines with liens and injunctive relief. Secondly, the association has the power of "self-help", (Section 2.0), in which the association may enter onto such property to correct the violation and to charge the property owner with the costs for such operations.

Two important additional factors are established in Article XIII. Section 1.0 states that a failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. Section 19 states that the Board of Directors, or its designee, may, in the exercise of its reasonable discretion, permit deviation from use restrictions and design guidelines.

### **6.2 Due Process**

In practice, the Association, as represented by the Board of Directors and its committees, should apply the enforcement powers of the Declaration of Covenants, Article XIII sections 1 and 2, and the By Laws, Section 21, judiciously and cautiously. The directors and committee members are anxious to enhance everyone's enjoyment of the community, rather than create unnecessary hardships for any of the individual members. As a result, the following is the approved method for dealing with violations of the covenants, by-laws, and standards and restrictions:

**6.2.1 Notices and fining letters.** After an Architectural Standards violation or a Use Restriction violation is reported by a resident and verified or reported by an authorized agent of the Board of

Directors, notice of the violation will be made to the Owner or Occupant of the property by a member of the Board of Directors or by an authorized agent of the Board. **NOTE: In the case of danger to the safety of our citizens or threat to property, the Board or its designee, with a majority vote of the members of the Board, may demand immediate abatement and levy a fine.**

At the sole discretion of the Board member or the agent, informal notice may be provided by telephone or e-mail or in person; such actions are non-binding and may be followed with a written notice. For written notices, the EOA uses an average mail delivery time of 3 days to establish a “constructive date” by which the notice is presumed to have been received by the addressee.

(1) FIRST NOTICE. The respective Chairperson may approve a first notice to be sent to the Owner or Occupant notifying them of the violation and requesting voluntary compliance with the covenants, by-laws, or standards and regulations within 10 days of receipt of the notice. This first notice shall include (1) the nature of the violation and applicable standard or regulation; (2) the opportunity for the Owner or Occupant to respond to the notice in writing within 10 days of receipt of the notice; (3) the opportunity for the Owner or Occupant to request a hearing before the Board of Directors, also within 10 days of receipt of the notice.

(2) SECOND NOTICE. If the Owner or Occupant does not take appropriate remedial action within 10 days of receipt of the notice or a written response is not received at the EOA office within 16 days (10 days plus 6 days mailing time) of the date of the notice, the respective Chairperson may elect to send a second notice including (1) the nature of the violation and applicable standard or regulation; (2) the opportunity for the Owner or Occupant to respond to the second notice in writing within 10 days of receipt of the notice; (3) the opportunity for the Owner or Occupant to request within 10 days of receipt of the second notice, to appear before the Board of Directors, and (4) providing notification that a fine may be imposed by the Board of Directors if the violation continues or if the violation is repeated within a year from the date of the second notice.

(3) THIRD NOTICE (FINING LETTER). If the Owner or Occupant does not take appropriate remedial action within 10 days of receipt of the second notice, or a written response to the second notice is not received at the EOA office within 10 days of the constructive receipt date of the notice, the Board President may approve a third and “fining letter” notice to the offending party stating that the Board (by majority vote) is assessing a fine for failure to respond appropriately to two previous notices; (2) providing the opportunity for the Owner or Occupant to respond to the third notice in writing within 10 days of receipt of the notice, (3) providing the opportunity for the Owner or Occupant to request a hearing within 10 days of receipt of the third notice before the Board of Directors, and (4) stating that additional fines may be imposed if a fourth or subsequent notice is required. This demand notice shall describe the alleged violation and the action required to abate the violation; provide a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule or restriction within a year may result in the immediate imposition of a fine, if the violation is not continuing.

(4) FOURTH NOTICE (SECOND FINING LETTER). If the outcome of the third notice is not favorable to the community, the Board may elect to impose a second or subsequent fine in addition to a penalty of \$5 per day to accrue from the 10 days after the constructive receipt date of the fourth notice. The conditions for issuance of the fourth notice are the same as for the third notice above. Alternatively, in lieu of a fourth notice or in addition to a fourth notice, the Board may elect to use the Lien or “Self-help” option described below.

(5) HOMEOWNER OR RESIDENT RESPONSES. All communications responding to notices and fining letters are to be sent in writing to the Edgewater Owners Association Office by US Mail or e-mail or hand-delivery.

**6.2.2 LIENS.** The final step, if fines and costs aren't paid, is to place a lien on the property of the violator. In such cases, the lien action will require approval of the Board of Directors and will be processed through the EOA Attorney. The lien shall be for the aggregated amount of fines in addition to attorney fees and any cost of collection.

**6.2.3 SELF-HELP OPTION.** In addition to any other remedies provided for herein, the board may elect to use the "self-help" option as specified in the covenants Article XIII, Section 2, and to bill the Owner or Occupant for those costs in addition to any fines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. **All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.**

**6.2.4 Hearing.** If a hearing is requested, it shall be held before the Board in executive session and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results or the hearing.

### **6.3 Standard Fines and Collections**

(1) The Board has established the following standard fines to be imposed:

a) **ARCHITECTURAL STANDARDS AND MAINTENANCE**

1. Initial fine for a third notice of an Architectural maintenance violation: \$100.00
2. Subsequent fine for a fourth notice of the same or any notice of a repeated Architectural maintenance violation: \$100 plus \$5 per day to accrue after the 10<sup>th</sup> day following constructive receipt of the notice until paid in full, not including legal fees and costs of collection.

b) **USE RESTRICTIONS**

1. Initial fine for a third notice of a Homeowner's Use Restriction violation: \$100.00
2. Subsequent fine a fourth notice of the same or any notice of a repeated Use Restriction violation: \$100 plus \$5/day to accrue after the 10<sup>th</sup> day following constructive receipt of the notice until paid in full, not including legal fees and costs of collection.

(2) Collection: Fines are due and payable to the association within ten days of notice. Fines that remain uncollected will be assessed to the owners or residents of record as part of the annual dues and otherwise become subject to liens against the property by the association.

*Appendices are available from the Edgewater Owners Association Office or website (EdgewaterCommunity.com) :*

- A - Application for New Construction
  - B - Approval for New Construction
  - C - Application for Architectural Improvements
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Approved and adopted by a majority vote of the EOA Board of Directors on July 11, 2011 with an effective date of August 1, 2011.

/s/ \_\_\_\_\_  
CAMERON HANDYSIDE  
President, EOA Board of Directors

/s/ \_\_\_\_\_  
SUE CHATHAM  
Secretary, EOA Board of Directors

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