Resident FAQ: Proposed CCR Amendments

This FAQ explains the purpose and practical effect of the proposed amendments. The amendments are proposals; they should not be treated as adopted unless approved through the required process and made effective. Please review the actual amendment language when deciding how to vote.

1 GENERAL QUESTIONS

1.1 What happens if I vote NO on an amendment?

A NO vote does not, by itself, repeal or remove a restriction that already exists in the current Covenants, Conditions and Restrictions (CC&Rs). If an amendment does not pass, the existing recorded documents remain in effect unless and until they are changed through a valid process. This is particularly important for the existing animal-related language concerning noxious or offensive conditions or activities and the Association's stated authority to enter property to cure certain defects. The exact scope and enforceability of existing provisions should be determined from the recorded documents and applicable law.

2 ANIMALS AND PETS

2.1 What does "noxious" mean?

In ordinary usage, "noxious" means harmful, offensive, or injurious. In the animal provision, the word appears alongside terms such as dangerous, unsightly, unpleasant, and conditions or activities that may diminish other owners' enjoyment of their property. It is not simply a label for a pet someone dislikes. The proposed text also specifically says that "noxious" would limit the total number of household pets to two animals per lot. Because the draft uses the term in more than one way, residents should read the full clause rather than assume it refers only to odor or only to animal behavior.

2.2 When could the HOA enter upon a homeowner's property to deal with a pet?

The animal clause says that if an unclean, unsightly, or unkempt condition, or a noxious or offensive activity, is occurring on property, the Association or its duly appointed agent may enter upon the owner's property to cure the defect described in the clause. Examples that might raise a concern include an animal-related condition creating an offensive or unsanitary situation, or an ongoing activity that falls within the clause. This is not a general statement that the HOA may enter whenever it wants to handle or remove a pet. Before entering a property, the HOA would first document the specific unclean, unsightly, or unkempt condition, or noxious or offensive activity, that is occurring. The homeowner would be notified of the concern, provided an

opportunity to correct the condition, and given a reasonable deadline when circumstances permit. If the issue remained unresolved, the Board would review the documentation and confirm that entry is authorized under the governing documents and applicable law before taking further action. Any entry would be limited to what is reasonably necessary to address the identified condition, and the HOA would document the reason for entry and the corrective action taken. The intent would be to resolve the issue with the homeowner's cooperation whenever possible, rather than enter upon the property as a first step. This provision is already included in the Association's current governing documents; the proposed amendment does not introduce this entry provision for the first time.

3 PARKING AND COMMERCIAL VEHICLES

3.1 Does the current CC&R already restrict vehicles with business logos or advertising?

Yes. The current recorded CC&Rs, Article I, Paragraph 23, already state that vehicles bearing advertisements, signs, or placards may not be stored or parked on residential property unless they are parked in a garage, except when making deliveries. The proposed amendment would expand and clarify the rule by defining "Commercial Vehicle" to include ordinary cars, trucks, and vans displaying commercial advertising, logos, or business names, as well as vehicles with visible commercial materials, cargo, tools, or equipment. It would also set out more detailed requirements for garage storage or screening from public view and specify exceptions. Residents should distinguish the existing recorded restriction from the additional details in the proposal.

3.2 Why would an HOA restrict vehicles displaying business logos?

The purpose is to maintain a consistent residential appearance and avoid commercial advertising or commercial vehicle storage becoming a visible feature of the neighborhood. The restriction is about the vehicle's visible appearance and how it is stored, not necessarily whether the owner is running a business from home. The current CC&Rs already contain the restriction on vehicles bearing advertisements, signs, or placards, subject to the garage and delivery language noted above. HOAs typically restrict company logos and advertising on vehicles for aesthetic consistency, residential character, and curb appeal.

3.3 Can I park an RV or travel trailer in my driveway while preparing for a trip?

The draft allows a motor home, RV, camper, or travel trailer owned or controlled by an owner or occupant to be parked on the street directly in front of the lot or in the paved driveway for up to 24 consecutive hours solely for loading, unloading, preparing for travel, or returning from travel. It may not obstruct the roadway or sidewalk, and the exception may not be used for repeated or continuous parking.

4 COMMUNITY STORAGE AREA

4.1 Why is the community storage-area provision being removed?

The original developer planned to provide a community storage area for recreational vehicles, boats, trailers, and similar items. However, the developer subsequently went bankrupt, and the project was never completed. The Association has never had the financial resources to complete the project. In addition, the proposed storage area is located on marshland, and developing it would detract from the backyard views and enjoyment of several neighboring residents. Keeping the storage-area provision in the governing documents may lead prospective buyers to believe that the community has, or will provide, a dedicated storage area. Removing the provision would help ensure that the governing documents accurately reflect what the Association can reasonably provide. Removing this provision would not remove the land from the community or transfer ownership of it. The property would remain community-owned land; the amendment would remove the existing provision for a community storage area.