

Proposed Covenant Updates May 2026

4.2 Land Use

Except for those specific uses set forth in this Section, the Lots shall be used for residential purposes only and shall not be used for any agricultural, business, or commercial purposes.

The following uses shall not be a violation of this restriction:

(a) Maintenance of construction, sales and management offices, model homes, and other construction and sales activities of the Declarant or its assigns.

(b) Home Occupations. A Lot may be used for a customary home occupation conducted by a resident of the Lot, provided that such use:

- Is incidental and secondary to the residential use of the dwelling;
- Is conducted primarily within the dwelling and does not alter the exterior residential character of the Lot;
- Does not involve exterior signage or exterior displays visible from the street;
- Does not result in excessive vehicular traffic, parking congestion, deliveries, or customer visits beyond that normally associated with residential use;
- Does not create noise, odors, vibration, or other conditions that constitute a nuisance or unreasonably interfere with neighboring Lots;
- Complies with all applicable federal, state, and local laws and regulations.

(c) Incidental On-Site Sales. The incidental on-site sale of goods produced on the Lot (including, but not limited to, agricultural products, baked goods, or similar items) shall not be considered a violation of this Section, provided that such activity:

- Is incidental and secondary to the residential use of the Lot;
- Does not result in excessive vehicular traffic, parking congestion, deliveries, or customer visits beyond that normally associated with residential use;
- Does not include permanent exterior signage or commercial displays visible from the street;
- Does not create noise, nuisance conditions, or disruption to neighboring Lots;
- Complies with all applicable federal, state, and local laws and regulations.

The Board of Directors shall have the authority to determine whether a particular use satisfies the foregoing standards and may require reasonable corrective action or cessation of any activity that the Board determines violates this provision.

All alleged violations of this Section shall be addressed by the Association in writing to the Owner, providing notice of the violation and a reasonable opportunity to cure in accordance with the governing documents.

(d) Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold for any construction to provide the Subdivision with utilities, drainage, or erosion control facilities; and Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining property hereafter acquired by Declarant.

4.11 Fences.

Notwithstanding the foregoing, a fence may extend forward of the rear corner of the dwelling house, but no closer than ten (10) feet from the front corner of the dwelling, for the limited purpose of screening or enclosing propane tanks, HVAC equipment, or other customary residential mechanical or storage items, provided that:

1. The fence extension is limited in size and scope to the area necessary for screening such items;
2. The fence design, materials, and height are consistent with the existing fence and the overall character of the subdivision;
3. The fence does not obstruct sight lines for traffic or create a safety hazard;
4. The fence is not used to enclose general yard areas or expand rear yard fencing beyond the intent of this provision;
5. Prior written approval is obtained from the Architectural Review Committee or Board of Directors.

Notwithstanding the foregoing, deviations from these requirements may be permitted with the prior written consent of the Declarant or the Association, as applicable.