

THIS DOCUMENT SERVES ONLY AS A SUMMARY OF THE RELEVANT DECLARATIONS AND CODE OF REGULATIONS FOR THE CONVENIENCE OF THE HOMEOWNERS AND IS NOT INTENDED TO BE A FULL REPRESENTATION OF THE DECLARATIONS AND/OR CODE—PLEASE REFER TO THE DECLARATIONS AND CODE IN ITS FULL FORM

### Purpose

Developer creates the Lake Forest Estates Homeowners Association, Inc. and are “delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.” (Declarations)

This Code of rules is for the regulation and management of the HOA’s affairs (Code 1.01)

The purpose of the HOA is “to provide for maintenance, preservation, and architectural control of the residence lots and common properties...and to promote the health, safety and welfare of the residents...” (Code 1.02)

### Nature Preserve and Restrictions

Declarations, Article I, Section 1, Part k – The nature buffer is “an average of fifty (50) feet in total width along the tributaries” and affects Lots 35-37, 48, 60, 67, 68, 70-75, 77, 82-84, 86-90, 144, 145, 160, 163, and 165.

Declarations, Article VII – As outlined in the Conservation Easement, the Lot Owners have a perpetual obligation to “preserve and protect the conservation values of the Nature Preserve and Nature Buffer...and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement.”

- Section 1 – “The Nature Preserve shall remain in its **present physical condition** subject to natural changes.” As an example only and not intended to be an exhaustive list, the **following activities are prohibited** in the Nature Preserve:
  - Division
  - Commercial activities
  - Construction
  - Destruction or introduction of vegetation (except as approved in writing by OSP for certain limited purposes)
  - Land surface alterations
  - Dumping
  - Water courses
  - Motorized vehicles
  - Hunting
  - Any activities/projects which might “endanger the natural, scenic, biological, ecological integrity of the Nature Preserve”
- Section 2 – “OSP has the **right to enter** the Nature Preserve at reasonable times...upon prior written reasonable notice to the Owner.” OSP also has the right to preserve, require restoration, and to place a reasonable number of small signs.
- Section 4 – In the event of a breach of this Conservation Easement, OSP shall have the following remedies:
  - Actions against an owner, following **prior written 28 days’ notice** of the violation and a demand to take **“substantial corrective measures” to abate and cure** the violation
  - Actions against the HOA if the OSP is unable to determine the party who has violated the prohibitions, following **prior written 28 days’ notice** of the violation and a demand to take **“substantial corrective measures” to abate and cure** the violation
  - OSP may pursue these remedies **without prior written notice** if “OSP determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to Nature Preserve.”
- Section 5 – The HOA “shall indemnify OSP.”

## Article VIII – Nature Buffer

- Section 1 – Owners are **responsible for ensuring that contractors/workers have knowledge** of the terms and conditions of the Nature Preserve restrictions and that any and all construction materials and equipment do not encroach upon the Nature Preserve in any way.
- Section 5 – Any “provision of this Declaration may be amended or repealed only by the affirmative vote of Members holding not less than a majority of the total voting power of the Association at any meeting of the Association...”

## Residence and Lot Restrictions

Declarations – All lots must be residential lots with the following characteristics:

- Single one-family dwelling (Section 1)
- Minimum two-car attached garage (Section 1)
- Minimum 8/12 pitch roof (Section 1)
- Minimum 2,000 square feet of living space for a one-story dwelling and a minimum 2,500 square feet of living space for a two-story dwelling, both of which exclusive of garages, basements, porches, and breezeways (Section 1)
- No **simulated fireplace chimneys** and exterior portions of chimneys must be made of brick or stone and vented to the rear of the house. (Section 5)
- **Minimum landscaping** includes “three trees planted with a minimum caliper of 2” (measured 24 inches above grade) and 18 shrubs” within one year of the date of first occupancy. (Section 6)
- Mailbox must be on a **“6” x 6” post with cross arms.**” (Section 7)
- Buildings on lots must have an **“external design and color [that is] in harmony** with the other buildings of similar use located within [the development].” (Section 8)
- Lots are to be “kept free of unsightly accumulations of rubbish and scrap” and “all construction materials and any temporary structure to be maintained in a neat and orderly manner.” (Section 9)
- “No **mobile homes, trucks**, (except one truck not over ¾ ton) **trailers, boats, or other type of recreational vehicles, non-operational or stored cars** (cars without a valid current license shall be deemed to be either non-operational or stored)” on the property unless inside a garage or other structure attached to the house. (Section 10)
- “Any detached buildings erected or placed on a Lot shall be constructed in a manner to **resemble the exterior** of the dwelling...” (Section 12)
- Miscellaneous Restrictions (Sections 11-18):
  - No blockage of natural drainage courses or swales
  - No **obnoxious/offensive activities**
  - No nuisances or annoyances
  - Vegetated buffer with a “width of at least ten (10) feet on either side of the stream banks” exists on the following Lots and may not be encroached upon: 35-37, 57, 58, 67, 68, 71-75, 83, 84, 86-90, 144, 145, 160-163, and 165
  - No **solar panels, windmills, or communication antenna devices and towers** if visible from the front of the Lot or any areas of the street view **without prior HOA Board approval**
  - **A person who is classified a Tier III or Tier II sexual/child-victim offender, or any future equivalent classification, and “for whom the County Sheriff or other government entity must provide community notification of the sex offender’s residence** is prohibited from residing in or occupying a Lot or remaining in or on the Properties for any length of time.”

## Property Rights in the Common Properties

### Declarations, Article V – Property Rights in the Common Properties

- Section 1 – Every Lot owner has a “right and easement of enjoyment” in the Common Properties.
- Section 3 – “PFR Land Company hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties in their then physical condition to the Association free and clear...except...restrictions and zoning ordinances if any, of record.”
- Section 5 – The HOA has the following rights, among others, concerning the Common Properties:
  - Borrow money to improve
  - Convey to a successor
  - Grant easements and rights-of-way
  - Adopt provisions controlling the nature of activities

## Management, Maintenance and Maintenance Assessments

### Declarations, Article VI – Management, Maintenance and Maintenance Assessments

- Section 2 – Maintenance – The HOA will **maintain** the garden areas around the signs and entrance islands and “**maintain** the lakes in a clean and safe manner.”
- Section 3 – Obligation of Assessments – Each Lot owner agrees to pay “annual assessments or charges” and “special assessments for the Nature Preserve or for capital improvements” and shall be the **personal obligations** of the owners. Each Lot owner agrees to pay a “Stewardship Assessment of 0.0005 (0.05%) multiplied by the Closing Price of the Home and Sublot together” upon each of the...Sublots within the Subdivision upon each subsequent Transfer of Title.”
- Section 4 – Purpose of Assessments – Assessments “shall be used exclusively for the purpose of **promoting the recreation health, safety and welfare of the residents** in The Properties and in particular for the care, maintenance and improvement of the Easement properties...”
- Sections 6 and 7 – Special Assessments – There may be a special assessment for money or services due to OSP. Further, the HOA may levy a **special assessment** for the “purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described **capital improvement**...provided that any such assessment shall have the assent of **two-thirds of the votes of all Members, who are voting in person or by proxy at a meeting**” with at least **thirty (30) days written notice**. Special assessments shall not exceed the annual assessment and are valid for one year only.
- Section 10 – 50% of all the votes constitutes a quorum at meetings for the purpose of passing assessments.
- Section 13 – If an Owner “fails to pay any assessments **within ten (10) days** after same have become due and payable,” the Owner is **liable for any late charges** established by the HOA Board **and any and all costs and expenses, including reasonable attorneys’ fees, recording costs, title reports, and/or court costs**.
- Section 14 – If an Owner or Owner’s occupant or guest **violate any provisions** of the Declaration, Code, or rules and regulations adopted by the HOA Board, Owner shall **pay an enforcement assessment** levied by the HOA Board. Further, Owner is responsible for any and all costs and expenses as outlined above in Section 13.

### **HOA Annual/Special Meetings**

- One vote for each lot “for which current dues to the Association have been paid.” (Declarations, Article IV)
- The annual meeting will be held at 7:00 P.M. on the first Thursday of March of each year. (Code 3.04)
- Special meetings may be called by the HOA President, the HOA Board, or 10 percent of the voting members. (Code 3.05)
- Written notice of members’ meetings stating the place, day, and hour “must be delivered not less than five (5) or more than forty-five (45) days before the date of the members’ meeting, either personally, or by regular U.S. mail...” (Code 3.06)
- “A Member may vote either in person or by proxy...” (Code 3.07)
- Any meeting requires at least a majority of the voting power of the Association present in person or by proxy to constitute a quorum. The same majority is needed to adjourn any meeting. (Code 3.08)
- Any notices “shall be deemed to have been given when mailed, postpaid, to the last known address...” (Declarations, Article IX, Section 1)

### **HOA Board Composition**

- The HOA Board shall consist of five (5) or seven (7) persons, “each of whom must be an Owner or the spouse of an Owner, and in good standing. Good standing requires that the Owner not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association....No Lot may be represented by more than one person on the Board at any one time.” (Code 4.02)
- HOA Board Trustees will be elected for a term of three years “with staggered elections to facilitate either a 2-2-1 or 3-2-2 rotation...” (Code 4.03)
- Any vacancy on the Board will be filled by a majority of the remaining Board Trustees. The new Trustee will serve for the unexpired term of the predecessor in office. (Code 4.04)
- “The Association shall indemnify any member of the Board...,” subject to certain restrictions. HOA Board Trustees shall not be personally liable to the Owners, subject to certain restrictions. (Code 4.11)
- The Officers of the HOA Board will include a President, Vice President, Secretary, and Treasurer. (Code 5.01)
- The Officers of the HOA Board are elected and appointed annually by the Board of Trustees. (Code 5.02)

### **HOA Miscellaneous Provisions**

- All books and records of the HOA may be inspected by any Member “for any proper purpose at any reasonable time on written demand under oath stating the purpose of the inspection.” (Code 8.04)
- “These Bylaws may be altered, amended, or repealed, by a majority of the Association’s total voting power.” (Code 9.01)