

**Olde Forge Station Declaration of Covenants and Easements**  
**Consolidated view of amended Covenants and Easements**  
**Last Updated October 6<sup>th</sup>, 2020**

**A note from the board**

The master copy of the rules and bylaws, which govern the community, are on file at the courthouse. The HOA has a copy on file in our google drive for reference. Furthermore, this document is prepared in order to assist residents in seeing more clearly some of the relevant restrictions in place for the community.

**ARTICLE VI**

**ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS**

**Section 1. Architectural Control.**

Except any original construction by the Declarant, ~~no building, wall, pool or other structure~~ *no building, pool, shed, fence, wall, deck, patio, gazebo, pergola, awning, or other permanent structures (Second Amendment)* shall be commenced, erected or maintained upon the Units in Olde Forge Station, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board. An Owner may make any alteration or improvement to the interior of a home that does not impair the structural integrity or mechanical systems or lessen the support of any portion of the Planned Community. Any proposed change by any Owner other than Declarant in the existing color or finish of any exterior surface of any home or other building on a Unit shall also be submitted to and approved by the Executive Board as above provided. In the event the Executive Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

- **Precedent:** In 2019 several AVR's for solar panels were submitted and rejected, pending discussion and decision by the residents. A proposed amendment to the Covenants and Easements that would allow some solar panels with certain limitations was prepared and voted on at the 2019 annual meeting, where it failed to reach the 70% in favor voting threshold to be approved and formally amended. As such, a precedent has been set that solar panels are not permitted in the community unless a new proposal would be prepared and voted in favor by the residents.

**Section 2. Protective Covenants.**

Without intending to limit the generality of the foregoing provisions of Article VI, Section 1, the following restrictions are imposed as a common scheme upon all Units:

- (a) No above or below ground tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any Unit (except for above ground storage tanks located in the basement of a home and used for heating oil for providing heat and/or hot water to the home).

- (b) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any building or on any Unit, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two *four (first amendment)* pets in the aggregate may be kept on any Unit. All pets shall be kept inside of the residence or garage from sunset to sunrise (unless on a leash under the control of an Owner) and no pet shall be left unattended at any time while outdoors. Each Owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of Owner to properly clean up after his or her pet, the Association may take whatever action is necessary to clean up after the pet of Owner and may surcharge Owner for the reasonable costs thereof.
- (c) No garbage, refuse, rubbish or cutting shall be deposited on any Unit, street, sidewalk or parking area, unless the Association deems trash collections to be appropriate. then trash may be placed outside no earlier than 6:00 P.M. the night prior to the collection and shall be put inside no later than 7:00 P.M. on the day of collection. All such trash shall be in containers at all times and containers shall not be placed on any street, sidewalk, parking area or Common Facility except when necessary for collection and shall regularly be kept in a location on the Unit which is ~~unobtrusive to view~~ *not visible* from any other portion of Olde Forge Station, as provided by the rules of the Association. *All such trash shall be placed outside no earlier than 4:00P.M. the night prior to the collection and shall be put inside no later than 7:00 PM. on the day of collection. (Second Amendment)*
- ~~(d) No commercial (except for standard passenger vehicles with signage no greater than four square feet on each side for a total of eight square feet) or other non-passenger vehicle of any type shall be permitted to remain overnight on any property of an Owner or any Unit, other than as may be used by the Declarant or its assigns in conjunction with building operations. No vehicle rated Class 3 or higher (10,001 pounds or greater) (except for full size pickup trucks) shall be parked or stored overnight on any Unit or street in the Community, except within a garage, unless it is parked in the driveway of a Unit on a temporary basis. A temporary basis shall be defined as less than five (5) days/overnights in a quarter. An exception to this restriction shall be a Unit owner or its assigns storing a vehicle that would otherwise be in violation of this section in conjunction with building operations associated with any external additions or improvements to a Unit requiring the approval of the Executive Board or the architectural committee. (Third Amendment)~~
- (e) No boats of any type shall be permitted on a Unit, unless stored within the garage of the Owner.
- (f) No outside radio or television antennas shall be erected on a Unit or a building within Olde Forge Station, other than circular satellite receivers having a diameter of not more than eighteen (18) inches placed in a location approved by the Association Executive Board. Wiring for any such receivers shall be discreet and not noticeable. *All radio, television, or satellite antennas shall not exceed a diameter of 40 inches. Ground mounted antennas of any type shall follow height and setback requirements of the respective residential zone. Antennas may be mounted on the roof of a Unit and shall comply with the following standards; the antenna shall not be visible from the front of the Unit and shall be a neutral color. Wiring for any such antennas shall be a discreet and not noticeable. (Second Amendment)*

(g) No drying or airing of any clothing or bedding shall be permitted outdoors on any Unit, and clothes hanging devices such as lines, reels, poles and frames shall not be erected.

(h) No noxious, unsightly or offensive activity, including ~~vehicle repairs, shall be conducted on any Unit or by an Owner on the street, nor shall anything be permitted to be done thereon which may be or become an annoyance or nuisance to any Owner.~~ *but not limited to excessive noise, disturbances, or overnight vehicle repairs, shall be conducted on any Unit or by an Owner on the street. (Second Amendment)*

Precedent: Excessive weeds and failure to mow lawns for extended periods of time would fall here. Township Ordinances cover this issue well so we defer to the township on this particular issue and have them manage the corrective actions and any sort of penalty.

(i) Gardening will be permitted only in areas specifically approved by the Declarant, ~~subject to the written approval of the~~ Executive Board. *(Second Amendment)*

(j) No sign of any kind shall be displayed to the public view of any Unit or building thereon except a one-family name sign of not more than two (2) square feet on each side (a total of four (4) square feet on both sides), or one temporary sign of not more than four (4) square feet on each side (a total of eight (8) square feet on both sides), advertising the property for sale or rent. No such sign shall be illuminated. This provision shall not apply to the Declarant pursuant to its activities to sell Units in Olde Forge Station.

Precedent: The HOA Board is not policing the neighborhood daily for sign violations. This rule has been enforced each time a resident raises concern about a displayed sign, an offensive display is noticed, or the annual community audit notes a violation. Historical examples of this include a large middle finger sign directed at the HOA board, political signage during election season, and social activism signs.

(k) No commercial or recreational vehicle or boat will be permitted in any area except areas specifically designated within the Common Facility for said vehicles or boats, if any.

(l) No Unit shall be permitted to be subdivided by any Owner.

(m) *No Unit shall be permitted to be rented by any Owner without prior written notification to the Association Executive Board. (Second Amendment) Rentals with a duration of less than 6 months, including Air BnB, VRBO, etc. are not permitted. (Third Amendment)*

### **Section 3. Destruction by Fire or Other Casualty.**

If a party wall is destroyed or damaged by fire or other casualty. any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(a) The right of any Owner to contribution from any other Owner under Section 3 shall be

appurtenant to the land and shall pass to such Owner's successors in title.

- (b) In the event of any dispute arising concerning a party wall, or under the provisions of Article VI, Section 3, the Owners involved in such dispute shall submit the matter to the Executive Board of the Association for decision. A ruling by the majority of the Executive Board of the Association regarding any question involved under Section 3 shall be final and conclusive.

## **ARTICLE VII**

### **MAINTENANCE OBLIGATIONS**

#### **Section 1.**

In general, and subject to the provisions of this Article, each Owner shall be responsible to maintain, repair and replace all systems located within and serving his or her Unit including, without limitation, any required street trees, infiltration pits and rain gardens. A chart of specific maintenance responsibilities for Common Facilities (including Limited Common Facilities) and Controlled Facilities is attached hereto as Exhibit "D" and is incorporated herein.

#### **Section 2.**

Notwithstanding anything contained herein to the contrary, a unit Owner shall be responsible for all maintenance, repair and replacement obligations occasioned by the negligence or misconduct of the Owner, or the Owner's lessee, agent, contractor or invitee. For purposes of this Section, "misconduct" shall include applying any corrosive salt or any other snow or ice melting substance to the surface of the sidewalks or driveway. Any damage caused by the application of any such materials shall be the responsibility of the applying Owner to repair and replace.

Section 3. The Association shall employ such contractors or subcontractors as are necessary to provide the services provided for each Owner as contemplated in this Article by competitive closed bidding in accordance with rules and regulations to be determined by the Executive Board.

#### **Section 4.**

In the event any Owner of any Unit in Olde Forge Station shall fail to maintain the Unit and the improvements situated thereon as required hereby and in a manner satisfactory to the Executive Board, the Association, after approval by one-half (1/2) vote of the Executive Board, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain, and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of any assessment to which such Unit is subject.