

**REVISIONS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR STEPHENS WOODS SUBDIVISION
June and August 2015**

RESOLUTION # 1

(REVISED) SECTION 3.6 Plans or Specifications Approval or Defects. Approval of any plans shall not and does not constitute any representation or guaranty of safety of architectural integrity, by the ARC, which instead, shall be the sole responsibility of each Lot Owner. Neither the ARC nor any architect nor agent thereof nor the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Notwithstanding anything to the contrary provided herein or in any schedules or exhibits attached hereto or in any plans and specifications heretofore or hereafter submitted by Lot Owner or its agent or contractor (whether or not said plans and specifications have been or are approved by the ARC or any of its representatives), and notwithstanding any inspections heretofore or hereafter performed by the ARC or any of its agents or representatives, Lot Owner acknowledges and agrees as follows: (i) the ARC's approval or disapproval of said plans and specifications or any work performed by or for Lot Owner (whether conforming or non-conforming) are solely for the purpose of attempting to protect the Association's interest and shall not constitute the assumption of any responsibility by the Association or ARC or any of its representatives for any deficiencies or nonconformities in said plans and specifications or work; (ii) notwithstanding any such approvals or inspections by the ARC or any of its representatives, Lot Owner shall be solely responsible for Lot Owner's plans and specifications, architect, engineer, contractors, subcontractors, material suppliers and other consultants, and for compliance with all applicable zoning ordinances, buildings codes, fire codes and other applicable federal, state and local laws, statutes, codes, ordinances, orders, permits, licenses, rules and regulations; and (iii) neither the Association, the ARC nor any property management company or leasing contractor, nor any member, manager, officer, director, shareholder, partner, agent, servant, consultant, employee or other representative of the Association or ARC or of any property management company or leasing contractor, shall have or incur any liability to Lot Owner or any other person or entity for (A) any approval or disapproval of any such plans and specifications that are not in compliance with the requirements of all applicable zoning ordinances, buildings codes, fire codes and other applicable federal, state and local laws, statutes, codes, ordinances, orders, permits, licenses, rules and regulations, and (B) the construction or performance of any work or the installation of any materials that are not in compliance with the requirements of all applicable zoning ordinances, building codes, fire codes and other applicable federal, state and local laws, statutes, codes, ordinances, orders, permits, licenses, rules and regulations, whether or not said plans and specifications have been approved or disapproved and whether or not said work or materials have been inspected and either approved or disapproved by the Association or any of its representatives.

RESOLUTION #2

(REVISED) SECTION 3.5.6 Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines and fence type and site location must be approved by the ARC. Non-portable above ground pools or substantive recreational equipment must be located so as not to be visible from the street.

RESOLUTION #3

(REVISED) SECTION 3.5.7 The location and type of fencing must be approved by the ARC prior to construction. All fencing shall extend from the rear corner of the Dwelling, and no fencing shall be permitted on the front side of any Dwelling. *A fence may be constructed between adjoining lots and Dwellings, but must be parallel to the street and extend from the rear corner of the Dwelling closest to the street. Fences shall be privacy fences not more than six (6) feet in height. All fencing shall be natural in coloration and all boards in a fence must be of the same original coloration. Painted fences are not permitted, but stain may be used to achieve and maintain natural coloration. Chain link fences are allowed only on the rear side of a lot and only if that side faces undeveloped land, and must be black.*

RESOLUTION #4

(REVISED) SECTION 3.5.8 All mailboxes shall be designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service. All mailboxes shall be standardized, of the same type, design, color and location as may be established by the ARC. Only one mailbox shall be allowed on any Lot or Dwelling. Mailboxes shall contain only the house number and street name of the Lot or Dwelling in a font as approved by the ARC, and no further inscriptions, paintings, ornaments or artistry shall be allowed. *Mailboxes must be painted, rust-free, and maintained in an upright position.*

RESOLUTION #5

(REVISED) SECTION 3.5.12 All Lots shall be landscaped in accordance with plans and specifications submitted to the ARC and must include the following:

b) Beds shall be properly maintained, mulched, and kept free of weeds at all times. *Stones may be used for bedding and accents, but must be of earth-tone colors. Stones may not be a substitute for grass, and may occupy no more than 20% of the lot excluding the Dwelling, driveway, sidewalk(s), and patio(s).*

RESOLUTION #6

(REVISED) SECTION 5.3 **Animals.** No animals, livestock or poultry of any kind or description, except the usual household pets, shall be kept on any Lot, provided that no household pet may be kept on any Lot for breeding or commercial purposes. *No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Pet owners are responsible for cleaning up animal waste on their Lot and other Lots when walking their animals. The skinning, gutting, and disposal of animal parts or carcasses on any Lot is prohibited.*

RESOLUTION #7

(REVISED) Section 5.4 **Noxious, Offensive or Illegal Activities.** No noxious offensive or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the Subdivision. *The creation of excessive noise is not permitted between the hours of 10 P.M. and 7 A.M.*

RESOLUTION #8

(REVISED) Section 5.6 **Trash, Garbage and Refuse.** No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers *with secure lids*. *Garbage containers shall be placed, buried or screened by shrubbery or other appropriate material approved by the ARC so as not to be prominently visible from any street within sight distance of the Lot at any time except during periods of refuse collection. Garbage containers should be placed for pick-up on the night before the scheduled collection or early in*

the morning of collection day. This includes household furnishings, boxes, etc.. Garbage containers must be removed from the street by the end of the collection day. Grass clippings and yard waste must be contained on your lot, and limbs cut into four-to-six foot lengths.

RESOLUTION #9

(REVISED) SECTION 5.7 **Signs.** All *commercial* signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods and except one professional sign of not more than *five (5)* square feet to advertise the property during sale period. No sign of any type shall be larger than five square feet, and no sign shall be permitted to be nailed or attached to trees.

RESOLUTION #10

(REVISED) Section 5.9 **Destroyed Structure.** *Should any dwelling or other structure on any Lot in the Subdivision be destroyed in whole or in part for any reason, all debris must be removed and the Lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.*

RESOLUTION #11

(REVISED) Section 5.10 **Parking.** No boat, boat trailer, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, or visible yard located in the Subdivision for any period of time in excess of twenty-four (24) hours. *Any boat, boat trailer, camper, motor home, recreational vehicle or similar equipment or vehicle parked or stored in excess of twenty-four (24) hours must be behind a privacy fence. Mobile homes and house trailers are not permitted within the Subdivision.* No trucks larger than three-fourths (3/4) ton and no tractors or other excavating machinery shall be parked or stored on any road, street, driveway, yard or Lot located in the Subdivision for any period of time in excess of twenty-four (24) hours, except during the period of construction on the Lot. *Cars, trucks, vans, and other similar vehicles must be parked on the paved driveway of each lot or in the garage. Parking in the yard off of the paved driveway is prohibited.*

RESOLUTION #12

(REVISED) SECTION 5.11 **Non-residential Activity.** No professional, business, home industry, school, kindergarten, or educational enterprises, *or non-profit or charitable institutional use, which negatively impacts the Subdivision or unreasonably interferes with the adjoining property* shall be conducted on any Lot. No owner or occupant of any Dwelling erected on any Lot shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit nor the employment of live-in domestic servants.

RESOLUTION #13

(new section) SECTION 3.2A **Compliance Committee Exclusions.** *Should revision of the governing documents cause a previously allowed condition ("Exclusion") to be no longer permissible, the homeowner shall have sixty days (60) to request a grandfathered Exclusion by completing the Exclusion request form obtained from the Compliance Committee. This form shall list the existing condition(s), and be signed by the homeowner and a member of the Compliance Committee. Copies of the Exclusion shall be kept by the homeowner, Compliance Committee, and Board of Directors. Should the offending structure or aspect require significant repair or replacement, the Exclusion shall not apply to the repaired or new structure or aspect. The Exclusion shall be granted to the homeowner, and is not attached to the property. Homeowners are expected to bring their Lot and Dwelling into compliance before any sale, transfer, estate, gift, etc., as the Exclusion does not transfer to a subsequent owner.*