

## CCR Proposed Changes:

### **We will add:**

To Introductory paragraphs:

1) to the title "d.b.a. McKinley Mill Homeowners' Association

2) a fourth and fifth paragraph

"WHEREAS, it is in the best interest of all existing and future homeowners that these covenants, conditions, easements, assessments, liens and restrictions governing and limiting the use and occupancy of the property be established.

WHEREAS existing homeowners desire to provide for the preservation of the values and amenities and the desirability and attractiveness of the property, and for the continued maintenance and operation of the recreational and common areas."

We will amend:

Article II, by creating Section 9 by transferring "Section 8 Addition of Recreational Facilities" on p. 33 to this location.

### **We will amend:**

1) Article III by adding Sections 3, 4 and 5:

Section 3: The Board shall consist of three (3) to seven (7) members. Board members remain in office, if no other candidate stands for election. Those candidates receiving the majority of votes are elected. Positions that become vacant may be filled at the Board's discretion or left vacant until the annual meeting.

Beginning in 2009, all terms will be 24 months in duration. Elections will be staggered as follows:

Odd numbered positions 1,3, 5 and 7	Elected in odd numbers years
Even numbered positions 2,4 and 6	Elected in even number years

Section 4: The quorum for the annual meeting requires 10% of all residents be in attendance in person or by proxy. Proxies will be mailed in the notice of the annual meeting. The notice of the annual meeting shall also state a date and time for a second annual meeting should the 10% requirement not be satisfied. Quorum will be met for the second meeting regardless of the number of residents in attendance. Notice of the second meeting's necessity will be given via signage or a website posting.

Section 5: At the first possible meeting of the newly elected Board, the Board members will decide by any method they deem appropriate who shall fill each office. Offices for President, Vice President, Treasurer, and Secretary shall be filled. The names of all Board members will be published in the newsletter, on the website, or in a letter from the management company addressed to residents.

**We will amend:**

3) Article IV, Section 10 a new fine structure eliminating the tier system in favor of:

"After two warning notices are provided, in person by a board or its agents or in writing, at the residence address on file with the management company obtained from legal property transfer documents provided at closing or on file with Wake County property tax offices, the owner of the property will be assessed a fine of \$50.00 per each day of violation. Owners are responsible for the actions of their visitors, lessees, children and all others in the neighborhood at their invitation or request. This fine provision does not limit any other penalties the board may choose to impose."

**We will amend:**

4) Article VI all sections to synthesize amendments and disjointed rules into one cohesive section as follows:

Section 1: The association has the right, power, duty, and obligation to create an Architectural Control Committee (hereinafter referred to as the ACC) where upon the Board shall appoint 2 or more persons as members. The ACC shall have the right to refuse to approve any plans or application which is not suitable or desirable, in its sole discretion, for aesthetic or other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ACC shall consider the suitability of the proposed structure, improvements, changes, landscaping or other application request, the site upon which it is proposed to be built, the harmony of the surrounding area, and the effect thereof on the adjacent or neighboring properties. In the event the ACC shall fail to specifically approve the plans or application submitted in final and complete form within 45 days after receipt of the complete application by the property manager or other agent by email or US mail such plan or application shall be deemed approved. In the event said application was not received or was incomplete, said application shall be resubmitted should applicant wish to proceed. There is specifically reserved unto the ACC members, Board, property manager or agents of the foregoing the right of entry and inspection upon any lot for the investigation and determination of whether there exists any violation of any provisions of the C, C & R's or Rules and Regulations.

Section 2: Remains the same except to insert after revocation period "and suspend the owner's rights to use all common areas, including use of the pool area."

Section 3: Remains the same except to change "960 square feet...on any Lot" to "the square footage or larger of the original residence."

Section 4: No changes

Section 5: No changes

Section 6: No building, sign, fence, landscape decoration or feature, outside lighting, plantings in excess of 3 feet, wall, walkways, stonework, patio, porch, deck, awning, outbuilding, antennae or satellite dish, playground set, flagpole, clothes line, statuary in excess of 3 feet, tent, pool, spa or

hot tub, detached garages, tanks, barrels, room additions, interior furnishing, mailbox, doghouse, kennel, dog run, stable, poultry house, greenhouse, or structures shall be commenced, constructed, erected, altered, changed, displayed, or planted until the application, plans, and specifications showing the nature, kind, shape, size, height, materials, color, floor plan, and location with respect to topography and finished ground elevation shall have been submitted to and approved in writing by the ACC.

Section 7: Only a single For Sale or For Rent sign not in excess of 3 feet may be placed on a lot. No other signs shall be placed on lots, common areas or other locations within the development.

Section 8: No building or construction or landscape related equipment, materials or supplies shall be stored on any Lot for longer than 7 consecutive days per year without approval of the ACC and only as it relates to work being performed on that lot pursuant to a city building permit or an ACC approved application. Materials may be stored inside a garage or crawl space indefinitely.

Section 9: No cars, trucks, boats, construction equipment or any other vehicles or equipment of any kind shall be parked on lawns, streets, or sidewalks.

Section 10: Trailers, campers, ATVs, bikes, motorized vehicles, construction equipment, boats, tractors, and lawnmowers shall only be parked in a garage unless an alternative site is approved by the ACC.

Section 11: Inoperable (due to flat tires or engine trouble), abandoned, unregistered, unlicensed or totaled vehicles shall only be parked inside a garage. Minor vehicle repairs are allowed; major repairs such as engine overhauls, transmission repairs or replacement, or similar work is not allowed nor may any vehicle be left on jacks or blocks in excess of two consecutive days.

Section 12: Homeowners shall keep their lots—front, sides and rear-- free of trash, toys, animal waste, broken fencing, furniture, machinery, trash cans or bins, debris, dead trees, dead shrubs, dead plants, weeds and grass in excess of 6 inches.

Section 13: Recreational vehicles are not allowed to be parked on streets, lawns or anywhere within the development, except inside a garage, except with the permission of the ACC.

Section 14: The ACC and the Board are empowered to enforce the provisions of this section by legal or equitable remedies, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to remove an existing improvement, the prevailing party shall be entitled to recover related, documented and reasonable court costs, expenses and reasonable attorney's fees in connection therewith. The Association, ACC or any other board member, employee, agent, director, or committee member thereof shall not be liable for damages to any persons submitting plans and specifications or an application for approval by reason of mistake, negligence, nonfeasance or other action arising out of or in connection with the approval, disapproval or failure to approve such application or plans. Every person who submits a plan or application for approval agrees, by submission of such plan or application that he or she will not bring any action or suit against the Association, ACC, Board and its members, agents of the Association or any other person affiliated with the ACC application process to recover any damages.

**We will amend:**

Article VII as follows:

Section 1: No changes.

Section 2:

- 1) In sentence two change “building” to “residence”.
- 2) Delete subsections a-d and g-k.
- 3) Subsection (e) shall become subsection (a) and shall be amended to substitute for “Common Area” the phrase “adjoining properties.”
- 3) Subsection (f) shall become subsection (b) and shall be amended to read “No building or structure on the property, except the residence shall be used for human habitation temporarily or permanently.”

Section 3: Delete everything after the first sentence and add: Advertisements, logos, or business names on vehicles pertaining to for-profit or non-profit organizations, businesses, affiliations, or groups shall be limited to displaying such writing and logos on windows or front door panels only. Vehicles containing writing and logos on other areas shall be parked in the resident’s garage or shall cover such other writings with magnetic covers while parked in the complex. No ladders, construction supplies or equipment, scaffolding materials, other building or landscape supplies shall be stored or kept visible on the exterior of any vehicle parked in the complex. See section VI for other parking restrictions.

Section 4: Delete “including specifically ...foregoing” and replace it with “including but not limited to” and change “might tend” to “may”

Section 6: Amend as follows:

No unleashed or unrestrained dogs, cats or other pets are allowed, except upon their owners’ lot or in their residence or upon another resident’s lot with their express permission. Livestock are not permitted. No animals may be bred, kept or raised for commercial purposes nor may any resident run a kennel or boarding facility for others’ pets. Three or fewer dogs or cats are permitted; the number may be restricted if the resident demonstrates an inability or unwillingness to restrain their pet(s), limit pet noise, dispose properly of animal waste, or otherwise care for their animal(s) in a manner that does not disrupt other residents’ reasonable enjoyment of their property or common areas or poses safety issues.

Section 7: Delete everything after “common area.”

Section 8: Okay.

Section 9: Moved from an amendment— Section 7. Leasing, p.33. And add--Copies of all leases shall be provided to the management company with a valid owner address within 30 days of its execution by the tenant. Failure to do so will result in the revocation of all common area usage rights until remedied.

**We will amend:**

Article VIII as follows:

Sections 1, 2, 3-- no changes.

Section 4: Delete.

Section 5: Rename section 4.

**We will amend:**

Pages 31- 36[Amendments]

- 1) Move subsection (c ) and the paragraph that follows it on page 31 to Article VIII just after subsection (b)
- 2) Move Section 7 to Article VII creating Section 9
- 3) Move Section 8 to Article II Section 9
- 4) Delete Section 6, 9, 10, 11, and 12

Exhibits A-D: Leave alone

Arch Standards:

Delete pages 41-43 deleted as incorporated into Article VI