

# **Edelweiss Estates Homeowners' Association, Architectural Committee and Deed Restriction Committee Guidelines & Best Practices**

January 19, 2017

The following is provided to clarify and augment Article III of the General Restrictions of the Covenants of the Edelweiss Estates Homeowners' Association (the "Association"). The Association reserves the right to modify, reduce, extend and amend these guidelines.

## **3.01 Construction of Improvements.**

Improvements shall be defined as "the addition or modification of any structure located on the lot not otherwise defined as a temporary structure per Article III, 3.21."

## **3.02 Antennae and Signals.**

A satellite dish no more than 3 feet in diameter may be installed at or above the roofline of a home without written consent of the Architectural Committee as long as the dish is located behind the perpendicular fence line of the home. In most cases this means the dish cannot be placed on the front of a home or on the sides of a home near the front edge of the roof. Approval of the Architectural Committee is required if more than two dishes will be present at any one time.

## **3.05 Signs.**

Standard real-estate signs are allowed on a property without written approval from the Architectural Committee as long as they are no larger than 24" x 24" (standard size: 4 square feet) and do not remain on the property for more than the time needed to advertise a vacancy. Real-estate signs may not remain permanently on a property.

At this time, the Association does not enforce covenants restricting display of election campaign signs, therefore written permission is not required. We acknowledge the right of an Association member to display a campaign sign; however, campaign signs shall be removed no later than 7 days after an election.

Signs signifying security company representation do not require written permission of the Architectural Committee as long as they are less than 4 square feet in total surface area and are only displayed within 10 feet of the perimeter of the home.

Signs supporting high school or college athletic events or individuals are permitted as long as they are less than 4 square feet in total surface area and are only displayed within 10 feet of the perimeter of the home.

Temporary signs supporting church or seasonal events are permitted as long as they are less than 4 square feet in total surface area and are removed within 7 days of the event. Seasonal decorations shall be removed within two weeks of the end of the season.

Signs denoting yard sales, parties, or other temporary events may be displayed for up to a total of 72 hours without written permission from the Architectural Committee. Homeowners should be aware of all local ordinances that would supersede these guidelines. Signs placed by the Homeowners' Association to advertise meetings or events are not subject to this prohibition or time limit.

### **3.06 Rubbish and Debris.**

Rubbish and debris includes, but is not limited to, equipment, appliances, toys, household items and any other items that are not part of the decorative landscape design of the property.

Any refuse or debris that is unable to be placed in a curbside collection container, may be staged for either bulk pick-up or brush pick-up for no more than 7 days prior to collection. Homeowners should be aware of all local ordinances that would supersede these guidelines.

Refuse containers must be appropriately screened from view when observed from the front of the property (on public right of way). Placing your garbage can behind a privacy fence or within a structure is acceptable for compliance with this Covenant. Placing your garbage can to the side of the home behind an isolated section of privacy fence, large hedge or similar object (as long as it matches the home's façade/décor) are acceptable only if the garbage can is completely screened from view (for example a small or thin bush does not qualify). Placing the garbage can in front of or to the side of the home unscreened is not in compliance with this Covenant.

### **3.07 Noise.**

Noise or nuisances can include but are not limited to animals, parties, and vehicles. Home equipment (such as roof turbines, attic fans, generators, pool equipment, pumps or air conditioning equipment) can all generate offensive noise so as to qualify under this Covenant.

### **3.10 Repair of Improvements.**

Should an individual fence picket deteriorate such that a picket is broken, or more than 25% of a picket is warped or deformed, the homeowner shall have 2 weeks to replace or repair the individual picket with a material/size/cut matching the original fence.

Should an entire fence panel or section collapse, begin leaning significantly (more than approximately 20 degrees off plumb) or be destroyed by nature (wind, falling trees, etc) or catastrophic event (automobile accident, etc) such that it cannot remain independently standing, the homeowner shall have 30 days to repair or replace the affected sections.

### **3.13 Solar Equipment.**

Roof mounted solar panels, installed on the lateral or back planes of a residence's roof structure do not need the written approval of the Architectural Committee.

### **3.18 Hazardous Activities.**

Fire Pits, well-designed outdoor fire places, chimineas, and other such items are allowed as long as they are within the limits of existing local ordinances.

### **3.21 Temporary Structures.**

The definition of "temporary structures" includes a POD or other temporary commercial storage device.

### **3.22 Unsightly Articles: Vehicles.**

Certain recreational vehicles, including trailers, tents, and boats are authorized under covenant 3.23. However, stripped down, wrecked, junked, dismantled or wholly inoperable vehicles will continue to be enforced pursuant to this covenant.

### **3.23 Mobile Homes, Travel Trailers.**

Recreational vehicles include but are not limited to boat trailers (with or without the boat), jet ski trailers (with or without jet skis), cargo trailers, cattle trailers, non-street legal vehicles, and off-road or all-terrain vehicles. Vehicles or items that fall under the purview of this covenant can be stored for longer than 48 hours behind the standard 6' privacy fence.

### **3.24 Fences.**

The 6' height requirement is measured against the length of the primary vertical boards used to construct the fence. Rot boards, caps, and other minor fence accessories will not count against the height requirement unless the entire fence height, as measured from the ground, to the top most point of the fence structure, is more than 7'.

### **3.27 Maintenance of Lawns and Plantings.**

Yards that contain an abundance of weeds (no matter the type – grassy, flowering, stemmed, etc) are considered in violation of this Covenant.

Yards that have any growth more than 3 inches onto paved surfaces (not edged) are considered in violation of this Covenant.

Grass that is more than 12" tall is considered in violation of this Covenant.

Dead patches of grass (St. Augustine or Bermuda varieties) are not considered in violation of this Covenant unless the dead area comprises more than 25% of the total viewable landscaped regions as observed from a public right-of-way.

### **3.30 Mailbox.**

Mailboxes must be made of masonry stone, brick or decorative metal. Mailboxes must also be maintained and/or repaired to prevent "leaning" more than 10 degrees off plumb in any direction to prevent collapse and possible injury or damage to property.

Temporary mailboxes made of 4" x 4" wooden posts (or other wood material) or standard non-decorative iron are permitted for a period of no more than 30 days only in cases when the original mailbox structure was damaged or destroyed.