

The Windings of Ferson Creek Homeowners Association

Covenant Changes

The following are the modifications to the Declaration of Covenants and Restrictions of the Windings of Ferson Creek, which are intended to allow (1) certain home business uses (which currently are not permitted); and (2) to reduce the waiting period for future modifications of the Covenants from 3 years to 90 days. **These modifications were passed by the residents in March, 2006, and will become effective on April 12, 2009.** (Note that new covenant text is in **bold underlined type**; deleted covenant text is ~~stricken~~):

Proposal 1:

ARTICLE III, Section 6, Home Occupations, Nuisances and Livestock.

~~“No home occupation or profession shall be conducted in any living unit or accessory building.~~ No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No livestock or poultry other than customary domestic pets such as dogs and cats shall be kept or maintained on any lot. The use of any garage, carport, driveway or parking area which may be in front or adjacent to a part of any lot as a habitual parking place for commercial vehicles is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles, boats or trailers. The term “commercial vehicle” shall include all automobiles, station wagons, trucks and vehicular equipment which bear signs or have printed on the side of same reference to any commercial undertaking or enterprise. The habitual violation of such parking regulations shall be deemed a nuisance. **No trade or business may be conducted in or from any living unit, accessory building, or lot, except that an owner or occupant residing in a living unit may conduct business activities within the living unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the living unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Association.”**

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Proposal 2:

ARTICLE X, Section 1, Duration.

~~“The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken. **By recorded supplemental Declaration, two-thirds (2/3) of the then owners of Lots, with the owners of each Lot having one (1) vote, may modify any of the provisions of this Declaration, provided , however, that no such modification shall be effective unless made and recorded a minimum of ninety (90) days in advance of the effective date of such supplemental Declaration, and provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental Declaration.**”~~