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OWNERS CERTIFICATE, DEDICATION AND RESERVATION TO MAGNOLIA MEADOWS PHASE I AND II

Protective Covenants Proposed Amendments

1. Section 8. No structure of a temporary character, including but not limited to trailers, mobile homes, habitable motor vehicles, basement, tents, shacks, garages, barns or other outbuildings, shall be allowed or shall be used on any lot at any time as a residence, either temporarily or permanently. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to it being fully completed~~, as herein required~~ in accordance ~~Nor shall any residence when completed, be in any manner occupied until made to comply~~ with the approved plans, applicable municipal codes, and the requirements set forth herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from ~~the start~~ commencement thereof; provided, ~~that~~ however, the Architectural committee herein appointed may extend such time when ~~it is of the opinion~~ conditions warrant such extension.

Notwithstanding any other provision of these Covenants, one (1) permanent Accessory Dwelling Unit ("ADU") or secondary dwelling structure may be permitted on a Lot,provided it complies with all applicable municipal zoning regulations, building codes, permitting requirements and receives prior written approval by the Architectural Review Committee (ARC).

Each ADU shall remain incidental and subordinate to the primary residence and shall not be subdivided, separately conveyed or separately sold from the Lot.

Permitted ADU Types:

- Detached guest house or pool house with living quarters.
- Detached workshop or shop with integrated living quarters.
- Living quarters above a detached garage.
- Living quarters incorporated within a detached garage or other approved accessory structure.

Restrictions and requirements:

1. The property owner must occupy either the primary residence or the ADU as their principal residence at all times.
2. Neither the primary residence nor the ADU may be rented, leased, subleased or used as a short-term rental independently of the other.
3. Occupancy of the ADU shall be limited to the property owner's family members, guests or caregivers.
4. The ADU shall share the same legal address as the primary residence and shall not receive a separate address except when required by law for emergency response or utility purposes.
5. The ADU must be constructed as a permanent structure on a permanent foundation.
6. The exterior architecture, materials, roof pitch, and overall appearance shall be substantially consistent with the primary residence and subject to ARC approval.
7. Size is subject to ARC review and approval and municipal limits and requirements.
8. The ADU shall comply with all applicable setback, height, drainage, easement and utility requirements.
9. May only be used in a manner consistent with these covenants and all applicable laws and regulations.

◯ **Approve** ◯ **Oppose**

2. Section 8. No structure of a temporary character, including but not limited to trailers, mobile homes, habitable motor vehicles, basement, tents, shacks, garages, barns or other outbuildings, shall be allowed or shall be used on any lot at any time as a residence, either temporarily or permanently. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to it being fully completed~~, as herein required~~ in accordance ~~Nor shall any residence when completed, be in any manner occupied until made to comply~~ with the approved plans, applicable municipal codes, and the requirements set forth herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from ~~the start~~ commencement thereof; provided, ~~that~~ however, the Architectural committee herein appointed may extend such time when ~~it is of the opinion~~ conditions warrant such extension.

One (1) recreational vehicle ("RV"), motorhome, camper, travel trailer, fifth-wheel trailer, or similar recreational vehicle may be stored on a Lot subject to the following requirements: The vehicle shall be parked behind the front building line of the residence and shall not be parked within the front yard. The vehicle shall be maintained in a clean, safe, and operational condition and shall be currently licensed, if required by law. The vehicle shall be parked on an approved hard surface, including concrete, asphalt, gravel, or another material approved by the Architectural Review Committee. No tarps, visible deterioration, flat tires, broken windows, excessive rust, or other conditions creating an unsightly appearance shall be permitted. Complete visual screening of the vehicle is not required; however, Owners shall take reasonable measures to minimize visual impact on neighboring properties through landscaping, fencing, placement, and overall maintenance. Any fencing, landscaping, parking pad, or screening improvements associated with the vehicle shall be subject to Architectural Review Committee approval. No exterior storage of RV-related equipment, supplies, generators, hoses, or miscellaneous materials shall be permitted unless enclosed and screened from view. The vehicle shall not be used as a permanent residence. The Association reserves the right to require corrective action if a vehicle or its surrounding area becomes unsightly or adversely impacts the appearance of the community.

Purpose: The intent of this provision is to permit reasonable recreational vehicle ownership while preserving the appearance, value, and enjoyment of surrounding properties. Complete concealment of recreational vehicles is not required; however, all Owners are expected to maintain their vehicles and parking areas in a manner consistent with the overall character of the Community.

◯ **Approve** ◯ **Oppose**

3.Section 9. No existing, erected house, detached structure or mobile home may be moved onto any lot from another location or otherwise. New outbuildings constructed on the premises will be allowed, provided said outbuildings shall not exceed 2,000 square feet, and no sidewalls of any such outbuildings shall exceed a height of fourteen (14) feet. Outbuildings can be of colored metal, treated wood or brick veneer approved by the Architectural Committee. The Architectural Committee must approve the placement and the construction of all outbuildings. All fencing must be wood stockade, not to exceed a height of 6 feet. Any deviation must be approved by the Architectural Committee. No portable buildings. All buildings to be built on site.

◯ **Approve** ◯ **Oppose**

4. Section 9. No existing, erected house, detached structure or mobile home may be moved onto any lot from another location or otherwise. New outbuildings constructed on the premises will be allowed, provided said outbuildings shall not exceed 2,000 square feet, and no sidewalls of any such outbuildings shall exceed a height of fourteen (14) feet. Outbuildings can be of colored metal or brick veneer approved by the Architectural Committee. The Architectural Committee must approve the placement and the construction of all outbuildings. All fencing must be wood stockade or other approved fencing, not to exceed a height of ~~6~~ 8 feet. Any deviation must be approved by the Architectural Committee. No portable buildings. All buildings to be built on site.

◯ **Approve** ◯ **Oppose**

5. Section 9. No existing, erected house, detached structure or mobile home may be moved onto any lot from another location or otherwise. New outbuildings ~~constructed on the premises~~ will be allowed, provided said outbuildings shall not exceed 2,000 square feet, and no sidewalls of any such outbuildings shall exceed a height of fourteen (14) feet. Outbuildings can be of colored metal or brick veneer approved by the Architectural Committee. The Architectural Committee must approve the placement and the construction of all outbuildings. All fencing must be wood stockade, not to exceed a height of 6 feet. Any deviation must be approved by the Architectural Committee~~. No portable buildings. All buildings to be built on site.~~

◯ **Approve** ◯ **Oppose**

6. Section 9. No existing, erected house, detached structure or mobile home may be moved onto any lot from another location or otherwise. New outbuildings constructed on the premises will be allowed, provided said outbuildings shall not exceed 2,000 square feet, and no sidewalls of any such outbuildings shall exceed a height of fourteen (14) feet. Outbuildings can be of colored metal or brick veneer approved by the Architectural Committee. The Architectural Committee must approve the placement and the construction of all outbuildings. All fencing must be wood stockade, not to exceed a height of 6 feet. No outbuilding shall serve as a segment, extension, or termination point of any fence that faces or runs parallel to a street. Any deviation must be approved by the Architectural Committee. No portable buildings. All buildings to be built on site.

◯ **Approve** ◯ **Oppose**

7. Section 9. No existing, erected house, detached structure or mobile home may be moved onto any lot from another location or otherwise. New outbuildings constructed on the premises will be allowed, provided said outbuildings are constructed on or set on a concrete slab, shall not exceed 2,000 square feet, and no sidewalls of any such outbuildings shall exceed a height of fourteen (14) feet. Outbuildings can be of colored metal or brick veneer approved by the Architectural Committee. The Architectural Committee must approve the placement and the construction of all outbuildings. All fencing must be wood stockade, not to exceed a height of 6 feet. Any deviation must be approved by the Architectural Committee. No portable buildings. All buildings to be built on site.

◯ **Approve** ◯ **Oppose**

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8. Section 10. No swine, birds, fowl, poultry, livestock or horses shall be kept on any lot. Household pets such as dogs or cats will be allowed, however, no animals shall be kept on any lot in violation of the ordinances of the City of Piedmont.

The Association shall permit the keeping of a limited number of domestic egg-laying hens as an accessory residential use, subject to the following requirements:

1. **Permitted Animals.** A Lot Owner may keep no more than **six (6) female chickens (hens)** on a residential lot. **Roosters are strictly prohibited.**
2. **Purpose.** Chickens shall be maintained solely for the personal use of the household, including egg production. Commercial breeding, boarding, or sale of poultry or poultry products is prohibited.
3. **Containment.** Chickens shall be confined at all times within the Owner's fenced rear yard. Chickens shall not be permitted to roam outside the rear yard or onto neighboring lots or common areas.
4. **Coop Standards.** All coops, runs, and related structures shall:
   - Be well maintained and kept in good repair.
   - Be designed and maintained to minimize odors, pests, and unsanitary conditions.
   - Be approved by the Architectural Committee.
   - Comply with all applicable municipal building, zoning, and health regulations.
5. **Location.** Any coop or enclosure shall comply with all applicable City of Piedmont setback requirements and shall not be located within any recorded utility easement or other prohibited area.
6. **Maintenance.** Owners shall maintain the coop and surrounding area in a clean and sanitary condition.
7. **Enforcement.** Upon written notice of a violation and a reasonable opportunity to cure, the Association may require corrective action or the removal of the chickens if the Owner fails to comply with this Amendment.
8. **Compliance with Law.** Nothing in this Amendment shall authorize any activity prohibited by applicable state or local law or ordinance.

◯ **Approve** ◯ **Oppose**

Homeowners Association Proposed Amendments

9. Section 3. ANNUAL MEETING: The Association shall hold an annual meeting of all the members thereof in May or June ~~on the first day of July~~ of each year, ~~commencing with the year 2017(phase I) 2023 (phase II)~~ at 7:00 p.m. at a location to be designated by the President of the Association. Notice of this meeting shall be mailed to each member hereof, at least fourteen (14) days prior to the date of the meeting by the Secretary of the Association.

◯ **Approve** ◯ **Oppose**

10. Section 5. PURPOSES OF ASSOCIATION: The primary purposes of this Association shall be to provide for the professional maintenance of the Magnolia Meadows Homeowners Association, to pay the monthly electric bill on the lighting for the brick entrance~~s~~, repair of PVC fence which runs along ~~Sara Road~~ 164th /Washington Street, ~~flag poles at front entrance,~~ shrubs and trees at the front entrance~~s~~, the care and upkeep of the front lawn and retention pond, plus any expenses for irrigation of the above, the maintenance when neglected of any lot owner within the boundaries of the Magnolia Meadows Homeowners Association and the enforcement of these Covenants. The Association may hire a management company to manage the Association and carry out the purposes of the Association.

◯ **Approve** ◯ **Oppose**

Print Name:_____

Sign Name:_____

Home Street Address:_____