

DECLARATION AMENDMENT 6

FENCING

|PRESENTED BY: NATRELLE DANIELS, ANNIE'S WALK HOA PRESIDENT

January 26, 2025

PROPOSED CHANGES;

Amending the prohibition of fencing within the community and all rules within the Declaration that may be affected by this rule change.



GOVERNING DOCUMENTS AND PROPOSED CHANGES

In accordance with Annie's Walk Homeowners Association, INC. (A Florida Corporation Not For Profit)" page 57 of "Declaration Of Protective Covenants, Restrictions, and Easements for Annie's Walk",

Section 9.2.14 Fences. An Owner may not install any fencing (including invisible fencing) on his or her Lot.

Proposed change;

Section 9.2.14 Fences. An Owner may ~~not~~ install ~~any~~ fencing (~~including invisible fencing~~) along his or her property lines in the backyard area only.

- (1) Prior to installation.** Prior to installation of any fencing or alterations, Owners must submit several documents for review to Annie's Walk Association and ARC Committee via a completed ARC Request. (1) Owners must submit a site survey to outline all utility and irrigation lines, (2) site plans that have been generated by a professional that outline the scope of work, timeline, and renderings that include the relocation of trees and other design choices, (3) information about the contractor (License and insurance, manufacturers brochure pictorial), (4) if required, irrigation alteration plans that have been reviewed and approved by the irrigation experts employed by the Associations, (5) a deposit of \$5000 as outlined in **Section 7.3 Security Deposit for Improvements; Indemnification**, paid to the Association to cover any unexpected damages that could occur to Association property or Co-Ownership disputes, (6) a signed copy of the Acknowledgment of Restrictions, and (7) a list of materials with photos. (If) during the installation of fencing an issue arises, of which causes the previously submitted plans to be changed or altered, Owners will submit to the Association changes to the initial plan via an addendum to their previously submitted ARC Request for review and approval of all changes. (8) Owners will submit to the Association "Selection of Services" outlined in Section 9.2.14.(6) Selection of Services.
- (2) Inspections and Completion of Installation.** Upon completion of installation, Owners will undergo inspections in accordance with **Section 7.7 Inspection of Work.** by the Association and irrigation experts employed by the Association. Any sections of the irrigation system that is altered will be inspected for coverage, any additional equipment installed will be checked prior to installation for compatibility and after installation for functionality, alterations to current equipment will be inspected for damages, and changes to configurations will be verified. The Association will verify that the final installation matches that of the plans previously submitted. (IF) completed work meets all requirements, the Association will have the \$5000 deposit returned to the Owner within 15 business days. (IF) deficiencies are found, the Association reserves the right to require additional work to correct deficiency to the satisfaction of the Association prior to returning the \$5000 deposit.
- (3) Materials.** Fences must limit materials to those that match previously installed partitions. Fences must be white vinyl and may not exceed six (6) feet, must include two (2) gates; Gates Must be five (5) feet wide by six (6) feet tall and aligned with one another in a continuous path with the installation (or possible installation) of their neighbors' gate to follow a seamless pathway of traversal allowing access to neighboring properties. Gates must open inward into the yard of whichever Owner is having them installed (OR) may be installed on rollers to support a "Sliding" style opening so long as it does not interfere with the traversal of equipment. Hardware will be black, metal, and rust resistant. All Gate Latches will be "Top Latch" style locks, no other locks will be permitted. Photos of all materials will be submitted with ARC Request prior to initiating work.

- (4) Homes boarding retention ponds.** Fences Must be white vinyl, may not exceed six (6) feet in height, must include two (2) gates; Gates Must be five (5) feet wide by six (6) feet tall and aligned with one another in a continuous path with the installation (or possible installation) of their neighbors' gate to follow a seamless pathway of traversal allowing access to neighboring properties. The fence facing the retention ponds may be white vinyl fencing meeting the above parameters with no gate (OR) black aluminum metal fencing that fits within the description of "Rod Iron" or that of a similar style. The "Rod Iron" style fence may either be four (4) feet in height to support not obstructing scenic views of retention pond(s) (OR) six (6) feet in height (IF) the home requesting this style is not visible to others in the community. Owners boarding ponds are allowed to forgo metal fencing to support privacy. Hardware will be black, metal, and rust resistant. All Gate Latches will be "Top Latch" style locks, no other locks will be permitted. Photos of all materials will be submitted with ARC Request prior to initiating work.
- (5) Expenses.** Expense of all subsequent work to include, but may not be limited to; the removal and replacement of trees, irrigation alterations, vinyl panels, and possible damages, will be shouldered exclusively by Owner performing the installation and are liable to Annie's Walk Homeowners Association. The expense of irrigation alterations will not be subject to **Section 2.5.9 Irrigation Systems** until completion of work. Use of vendors associated or employed by Annie's Walk Association, may not be subject to reduced rates or discounts to services. Owners that must cut down trees in support of fence installation must replace each tree cut down; trees are an important aspect to the aesthetic of the community and when they mature, will offer shade and privacy. The placement of trees may be decided by Owners; however, location of the replacement tree will be subject to approval to ensure placement does not contradict irrigation alterations. Owners replacing trees will be responsible for the installation of Sod where the tree once stood.
- (6) Selection of Services.** Owners will be granted three (3) options for landscaping services once they fence in their yards; (1) Perform your own landscaping in which Owners will be responsible for grass cutting, edging, maintenance, and weeding, with the exception of pest control which will remain the Associations responsibility. Owners that choose to perform their own landscaping will acknowledge that they are liable to the Association for any damage incurred to shared systems and will be required to not allow their yard to fall into disrepair in the form of dead grass, unsightly clutter, visible inappropriate or dangerous installments, etc.. Some Owners may choose to renovate their backyards in manners that may impact the current landscaping contract in an excessive manner, making the use of riding lawnmowers impractical or may add additions that increase edging services beyond what is currently contracted. If an Owner chooses to do so, they agree to manage additions the Association will no longer be responsible. Owners that elect to perform their own landscaping will have their fees re-assessed to reflect the change in services the following year of the installation via the Selection of Services form submitted to the Association. Owners made responsible for their own landscaping will be allowed to install plants and fixtures after the installation without ARC Requests so long as they do not contradict any Restrictions outlined in Section (13). (2) Hire their own landscaping services to perform grass cutting, edging, maintenance, and weeding, with the exception of pest control which will remain the Associations responsibility. Owners that wish to contract out services may do so via the Selection of Services form and will acknowledge that whomever they hire will hold the appropriate licenses and insurance, and the Contractor and/or Owner will be liable to the Association for any damage incurred to shared systems by the Independent Contractor and Contractor information will be submitted to the Association when type of service is selected. Owners hiring or employing independent landscapers will be required to have a contract outlining liability and responsibility, Owners must request a clause within that contract specifying liability to the Association. Owners that elect to hire their own landscaping services will have their fees re-assessed to reflect the change in services the following year of the installation via the Selection of Services form submitted to the Association. Owners that choose to hire their own landscaping services will be allowed to install plants and fixtures after the installation without ARC Requests so long as they do not contradict any Restrictions outlined in Section (13). (3) Owners that choose to fence in their property that do not wish to perform their own landscaping or hire an independent landscaping service will remain on the Associations contract but will not be granted the ability to change or alter their backyard space to include the installation of plants, fixtures, etc. to

facilitate continued services with minimal interference. Owners that do not wish to alter their services will not have their fees re-assessed the following year of installation and will remain in compliance with Section (13). Owners that did not elect options (1) or (2) that later choose to perform backyard renovations that would increase landscaping rates exceptionally will be required to submit a new Selection of Services form to the Association within thirty (30) days of the alteration. Owners that inadvertently have their yard fenced in by neighbor's and do not wish to Co-Own the fence will automatically have option (3) selected. This selection will be made prior to initiating work and the selection may be later altered via an ARC Request to the Association.

- (7) Shared Expenses.** If an Owner installs fencing, properly fencing in their yard at their own expense, and their neighbor fences in their yard at a lesser expense due to the neighbors previously established fence, the Association may request the neighbor pay half the expense of the previously installed fence to the original owner. Once the expense is shared between neighbors, the fence will become Co-Owned, and Owners will be granted the ability to do as they wish with their side of the fence. The expense of Co-Ownership may be subtracted from the \$5000 deposit submitted prior to the initiation of work which will be split equally between Owners.
- (8) Co-Ownership of Fencing.** Owners Co-owned fencing will share responsibility of repairs and maintenance. If damage occurs, whichever neighbor caused such damage will alone be responsible for repair and will remain liable to Co-owner and the Association until the completion of the repair. (IF) Co-Ownership is declined, party declining Co-Ownership will be subject to restrictions regarding the installation of items along or on the fence.
- (9) Non-Owners of Fencing.** Any neighboring homes that have their yards fenced in by neighbors and do not wish to Co-Own the fence will not be required to perform their own landscaping, their rates will not increase, and they will not share the expense of the installation, however will be subject to restrictions regarding installing of any items upon or near fencing. A neighbor that had fences installed around their property that does not own the fence will not be required to maintain said fence and Owners responsible for the installation of the fence will be liable for all maintenance and repairs, this is to include ensuring the fence remains clean in appearance. Any neighboring homes that have their yards fenced in by neighbors will not be allowed to alter, hang, mount, or install anything on their neighbors' fence without written consent of the Owner of that fence and the Association.
- (10) Damage of Fencing by non-owner.** (IF) a non-owner causes damage to fencing, the Owner of the fence will submit to the Association proof of the damage and documentation outlining the cost of the repair. Either the Owner or the Association will take steps to remediate the damage at the expense of the party that caused the damage.
- (11) Visitors and/or Guests.** Owners are liable for the actions of Visitors and/or Guests. Any Visitor and/or Guests that causes damage to property will be liable to the person(s) they are visiting. Owners will be liable for any damages Visitors and/or Guests may cause to the Owner of the damaged property and the Association.
- (12) Tenants.** Tenants may not install, alter, renovate, or change aspects of the Owner's property, either fenced or not fenced, without the expressed permission of the Owner and that Association. Tenants that cause damage to fencing or violate rules and restrictions regarding fencing will be liable to the Owner of the property and the Owner of the property will be liable to the Owner of the fencing and the Association. (IF) a Tenant damages a Co-Owned fence, the Owner of the property will be liable for the damage and the tenant will be liable to the Owner.
- (13) Restrictions.** Owners may not install or alter any property other than their own, and remain in compliance with Section 9.2.19 to maintain any improvements. Failure to observe or follow this rule will result in a written notice instructing the offending Owner to remove the installation within fifteen (15) days. Failure to remove the installation within fifteen (15) days may result in any structure, item, or installation placed on a neighboring property being removed at the violators expense and a \$100 fine for every day the structure, item, or installation exists on the neighboring property. Owners may not install more than one (1) fence per property line. Owners that have not shared the expense of the installation of fencing, or opt out of Co-Ownership of fencing may not alter, hang, install, or attach any items such as; lights, cameras, fixtures, planters, or other personal items on the existing structure without formal written consent from the Association

and the Owner that had the fence installed. Owners may not plant, install, or alter sections near fences they do not Co-Own that would prevent the ability of the Owners performance of repairs and maintenance. Failure to observe or follow this rule will result in a written notice instructing the offending Owner to remove the installation within fifteen (15) days. Failure to remove the installation may result in any installations placed along the fence line being removed at the violators expense and a \$100 fine for every day the structure, item, or installation exists on the neighboring property. Owners will install no other locks on gates except for "Top Latch" style locks as outlined above in **Section (3) Materials**, installation of any other style of locks will result in the lock being removed immediately at the violators expense and the offending Owner will be required to install a proper lock within 30 days of removal. Pets and animals may not be kept outdoors for extended periods of time (chaining or tying down animals is prohibited), if a pet is suspected of being kept outdoors for prolonged periods of time the Association reserves the right to perform regular inspections that could result in the removal of the animal and a fine of \$100. Livestock or other such animals that fit within the definition are prohibited as outlined in **Section 9.2.10. Animals and Pets**. and Amendment 3, violators will incur a \$200 fine for every day the "Livestock" animal is on the property, have animal control called for the animals' removal, and will be subject to weekly inspections by the Association thereafter. Owners are responsible for ensuring animals are unable to "escape" the yard by either going under or over installed fencing. Dog and cat doors are prohibited, Failure to observe this rule will result in the Violator receiving a written notice to remove the installed dog or cat door, failure to comply with this warning will result in a \$50 fine for every day the dog or cat door is installed. Invisible fences are prohibited and violators will receive written notice demanding its removal or will result in the removal of the invisible fence at the Owners expense and a \$50 fine. Separate living spaces or buildings built for the purposes of acting as living spaces are prohibited, Owners that violate this rule will receive notice to remove the offending structure within thirty (30) days, pay a fine \$50 per day thereafter, and further requests for structure installations via ARC Requests will be denied. All alterations and planned work are required to be conducted by a licensed and insured professional contractor . DIY (Do It Yourself) fence installation, irrigation alteration, or plant transplants will not be permitted. (IF) an Owner is found performing their own installation, or any other action meant to be performed by a contractor, the offending Owner may have their approval for the installation rescinded and will be required to return their plot to its original state within thirty (30) days. Items such as; pools (either above ground or inground), playgrounds exceeding six (6) feet, Swings exceeding six (6) feet, are prohibited with some exceptions. Failure to observe this rule will result in a written notice instructing the removal of the installed item, failure to comply will result in the Association performing the removal and the Owner will shoulder the cost of the removal. Inground water features or any other project requiring digging may not be installed without ARC Request. Failure to submit a proper ARC Request for the purposes of the installation will result in the immediate removal of the installation and the offending Owner will shoulder the cost of the removal. Gates will remain open during normal business hours to ensure Vendor, Contractor, and Association access. If Resident must close gates for reasons such as, letting out pets, Owner will reopen gates after they are finished, Owners that have their gates locked at the time Landscapers or other Services arrive to perform services, that Owner will first receive a written warning for the first offense, and a violation notice accompanied with a \$30 fine with every occurrence thereafter. Parking any vehicles in backyards is prohibited. Owners will ensure no debris, trash or personal items obstruct the traversal path of utility or landscaping contractors. Owners that fail to ensure no debris, trash, or personal effects are removed from paths of traversal will accept any liabilities and damages occurring to affected items.

- (14) Sheds.** Owners may install a shed (IF) they install a fence. Sheds may not exceed the height of the fence, only one (1) shed per yard, must be installed with ARC approval to ensure placement of shed does not interfere with irrigation.
- (15) Firepits.** Firepits may be installed with ARC approval. Firepits must be a minimum six (6) feet from any other structure, if installing a permanent firepit feature, plans must be submitted to the Association and must meet the requirements outlined in this section. Fuel; wood or propane firepits will be permitted, all other fuel types are prohibited. Firepits may only be installed in yards that have fencing so the fencing may act as a wind guard.

Monitoring; Residents are required to monitor firepits when in use at all times and will be required to have a proper fire extinguisher present when in use. No resident will be allowed to leave an active firepit unsupervised. Large fires will not be permitted. Trash burning is prohibited. Permanent Firepit Features; submission of the ARC Request must include the plans, materials, proof of fire extinguisher on hand, and proposed location of the fixture. Size and type of firepit must follow the above guidelines. All Owners installing firepits will be subject to inspection by the Association or local Fire Official and may be required to present to an Association member proof of fire extinguisher. Any Owner that causes damage due to their installation of a permanent or non-permanent firepit will be responsible to the Association and other parties affected by the damage. All Ash from firepits will be disposed of properly. If there is an overhanging tree, or branches from an overhanging tree are above the firepit, the firepit must be moved.

(16) Address Markers. Owners will be required to install an address marker of their house number on both sides of each gate to be displayed and visible to identify the Owner of the fence. Address markers may be stickers or other styles; however, they must be black. If Fence is Co-Owned, both address markers will be displayed visibly and clearly on each side of fencing pertaining to whichever Resident Co-Owens the fence to ensure proper identification can be made.

Explanations and Reasoning

Prior to Installation Owners must submit the following information to the Association and ARC Committee for review;

1	Site Survey	All information relating to an Owners Lot will be outlined in the site survey to determine if the site is suitable for a particular project, and if it is not suitable, what steps would need to be taken in order to make the site suitable. Site Surveys also confirm property lines and the location of property features.
2	Site plans and Scope of Work, Timeline, and Renderings	Generated by a professional, the plan should include a clear Scope of Work which should details items such as, the displacement of trees, diagrams with location of footings, gates, any landscaping alterations, drainages, timeline of work, etc. Scope of Work will be unique for each property; renderings should be clear and in color, any additional information will be requested by the Association if required.
3	Information of Contractor or Company	All documents identifying contractor and company information must be submitted to the Association to ensure the contractors license and insurance are up to date and not currently involved in legal disputes or reports to the Better Business Bureau.
4	Separate plans for Irrigation with sign off from Current Landscaper (Yellowstone)	All work regarding alterations to the irrigation system must be reviewed and approved by the contractor employed by the Association. This is to ensure the alterations do not harm or lessen the functionality of the existing infrastructure. Owners will have the option of employing the current landscaper (Yellowstone) to perform any alterations, this would be the safest route in ensuring the irrigation system remains functional, however, No Association may dictate who a Resident may hire as a contractor, so (IF) an Owner wishes to use another Irrigation Contractor for their service, they will be allowed to do so under the instruction and supervision of the Associations Contractor (Yellowstone).
5	\$5000 Deposit or that equal to the cost of the project	Information regarding deposits is outlined in Section 7.3 Security Deposit for Improvements; Indemnification . The deposited amount can be applied toward the overall cost of the project upon its completion and will be returned accordingly (IF) the Association Inspection calls for no further work. If financing this project, the quoted cost of the project should take into consideration the \$5000 deposit that will be returned during the planning and budgeting phase. Deposits once returned may be used to pay contractors, however, some contractors may require a separate deposit which the Association will not be responsible for.
6	Acknowledgment of Restrictions	Failure to acknowledge restrictions will result in ARC Request denial. The form itself, found outlined below in the Acknowledgements of Restrictions section must be initialed and signed and a copy must be given to the Association. The separate document can be found on the Associations website annieswalkhoa.com and will be made fillable to allow the document to be filled out and emailed. Failure to follow restrictions after acknowledgment will result in immediate fines as the

		acknowledgment acts as the initial warning.
7	Material Listing with photos	Photos of materials will be used to verify material selections meet requirements
8	Selection of Services	Residents fencing in their property must submit the form "Selection of Services" which outlines landscaping services. Each time an Owner wishes to change this selection; they must resubmit the form to receive a different service. If an Owner elects to use their own landscaper, the Association cannot dictate who a resident can use. If the Owner chooses to continue service with the Associations landscaper, there will be an additional fee, but once a resident begins installing or altering their backyard space the Association may no longer wish to be responsible for that space and reserves the right to remove residents from the contract. Service is selected for Backyards Only.

Explanations of Section **9.2.14.(2) Inspections and Completion of Installation.**

Inspections are an important part of any process involving the installation of structures. They are required in accordance with Section 7.7 Inspections of Work which outlines

A. A written statement for the completion of work will be submitted to the association

B. After notification of completion the Association has 30 days to inspect work, however due to the requirement of deposit return, the Association ensures inspections will be conducted within 15 days of completion of the project and if the work does not pass inspection the Association must submit written notice of the specific deficiencies to the Owner within the 30-day timeline.

C. States that if the Owner/Member/Resident has 15 days to correct any deficiencies, and if the Resident does not comply and correct any deficiencies identified by the Association, the Association reserves the right to either (A) correct the deficiency or (B) will make the Resident "remove" the installation within 30 days. In this case, the Association will demand the Resident pay any expenses incurred via an Assessment which could result in a lien on the Owners home.

D. If the Association fails to complete the inspection within 30 days, the structure will automatically be considered "in compliance".

Explanations of **Section 9.2.14.(3) Materials.** and **Section 9.2.14.(4) Homes boarding retention ponds.**

We may only install complementary materials thus no other fence styles, colors, or specifications will be permitted without explicit consent of the Association. Not all Residents want their yards fenced in thus, gates must be installed to ensure landscapers still have access to their yard and other contractors or Utility workers have easy access which is also why the Association will only approve "Top Latch" style locks. The continuous path and width of the gate is to ensure there is a clear, unobstructed path for riding mowers. Homes that boarder ponds will be allowed to use "rod Iron" style fences to support their "View" of the ponds, but are not required to use this option.

Explanation of **Section 9.2.14.(5) Expenses**, **Section 9.2.14.(6) Selection of Services**, and **Section 9.2.14.(7) Shared Expenses**.

Expenses. When an Owner makes the decision to fence in their yard, they have to understand that we, as a community, share property lines with neighbors, share an irrigation system, and share utilities. So, installing a fence will ultimately require the Owner to disturb these shared utilities which is for their own gain so the Owner installing the fence should shoulder the cost of rerouting utilities. Once the project is complete, the Association will assume responsibility for the altered system. You will be required to use the Associations current Landscapers because they take care of the maintenance of the system, they need to know and approve of configuration changes because once the project is completed, any issues with the system that could occur would be taken care of by them. Trees. The community needs trees, trees improve property values, Trees prevent erosion, but the Association is aware that not all of the trees that may be in the way of the project can be saved. The trees were planted in such a way that it would prevent fence installation, however anyone who wishes to have a fence will endure the burden of having the trees removed, transplanted, or replaced. Ideally, the Association would want the trees transplanted rather than cut down, but because the Owner shoulders the expense, the Association will not determine which option will be selected. Owners can donate trees back to the Association to be placed elsewhere in the community.

Selection of Services. Once Fenced in, Owners have the ability to do as they wish with their yard. Owners may install items that could be hard to work around like firepits, seating areas, pavers, and etc. If an Owner decides to install plants, or gardens, the Association will not be responsible for the upkeep. Owners are given 3 options;

1. Do your own landscaping- Owner will be solely responsible for keeping their yard manicured and void of disrepair. This will allow the Association to remove the Owners yard from the landscaping to simplify the contract. This will also reduce the Owners dues by the amount removed from the contract so you do not pay for part of a service you do not receive. This will go for anyone who installs anything in their yard that would require more work from the landscaper, more edging, cutting, etc.
2. Raise your rates for landscaping- Owners that wish to remain on the Associations contract will have their yard assessed and the price will be submitted to the Association. The Association will then add the difference to the Owners contract. This is by the Owners choice, but the Association reserves the right to deny the additional cost if the cost is excessive.
3. Hire your own landscaper- Owners will be allowed to hire whomever they wish to perform landscaping services; however, the owner will be liable for any damage to shared systems their contractor may cause.

For those who have their yards fenced in inadvertently will not be required to perform their own landscaping and will remain on the Associations contract. In some cases, Residents may determine if Co-Ownership is a good option for them. In some cases, the added cost may be added to the Owners whom own the fence to offset the cost.

Shared Expenses. If a neighbor installs both fences, that allows their neighbor to install just 1 fence to complete their project. The neighbor that performed the previous installation did all the work for them, it would only be fair to pay for half of the previously installed fence making the structure Co-Owned which omits possible disputes in the future. The agreement would hopefully be mutual, but the Association reserves the right to step in and determine if Co-Ownership is a better option. In this case, half the cost of the previously installed fence will be subtracted from the deposit.

Explanation of **Section 9.2.14.(8) Co-Ownership of Fencing, and Section 9.2.14.(9) Non-Owners of Fencing**

Co-Ownership

Co-Ownership simplifies the relationship with neighbors, makes the project more affordable, and ensures residents have full access and usage of their plot. If the fence is not Co-Owned, residents cannot use the fence for anything, the Owner must have full access to the other side of the fence for the sake of maintenance and repairs and your belongings cannot interfere with that. If an Owner finds that a resident that does not equally Own the fence has installed, defaced, or altered the fence in any way, the resident could be liable to pay damages to the Owner.

Non-Ownership only affects being able to use the fence, they will not be required to maintain or repair the fence in any way.

Explanation of **Section 9.2.14.(10) Damage of Fencing by non-owner, Section 9.2.14.(11) Visitors and/or Guests, and Section 9.2.14.(12) Tenants**

The only way a non-owner will be liable for repairs of fencing will be if they cause damage to the fence. Any Visitor or Guest will be liable to those they are Guests of, damage incurred by non-Residents, will be the responsibility of the Resident to repair. Tenants that desire fencing may not install fencing on behalf of the Owner, they will not be allowed to alter the space in any way without expressed permission of the Owner. This includes the installation of items such as; playgrounds, firepits, sheds, etc. The Owner must be the one that submits ARC Requests for all installations.

Explanation of **Section 9.2.14.(13) Restrictions**

Owners cannot change any property but their own

Owners may only have 1 fence per property line, no neighbor may install a fence where a fence already exists.

Owners that opt-out of Co-Ownership cannot alter that side of the fence, it's a liability issue as you may cause damage. Non-Owners may ask the Owner of the fence if they can install certain items, if the Owner allows it, the Owner assumes responsibility of possible damage to the property. Allowability of use must be in the form of written consent to ensure that if a dispute occurs, there is a clear identity of fault.

Non-Owners may not install anything in front of the installed fence as it could prevent the Owner from accessing the fence to clean, repair, and maintain it.

Top Latch Locks are to ensure the Association, Contractors, and Utility Services have access to utilities that may be located within the Owners lot, this explanation is expanded upon in a later section " Clarification of Easement Rules".

Owners that keep pets outdoors for prolonged periods of time will have animal control called to assess the welfare of the animal. This rule is in place to safeguard against animal cruelty and to prevent Utility and Contractors coming in contact with Owners' pet. For the same reason, the Association bans Dog and Cat Doors as these offer unsupervised access to the outside.

No Owner will be allowed to install another living space in their backyard as utilities and space would be affected.

DIY

Though the Association believes many people are capable of installing their own fence, most Residents do not hold the proper insurance or licenses to perform this kind of work to the satisfaction of the board. DIY mistakes that could be made in a situation like this could be costly and affect others, thus prohibited.

Prior to installing large items in yards, the Association requires ARC Requests because the item may affect utilities, however, the prohibition of pools will remain with no exception (kiddy pools acceptable). Any task that would involve digging of any kind will cause the Owner and Association to refer to the site survey originally submitted to the Association. That survey will be resubmitted with the ARC Request.

Gates to remain open are to ensure landscapers do not have to stop and open each closed gate as they work. If the landscapers report to the Association that your gate is closed, a warning will be sent which will be followed by violations and fines.

Storing Vehicles, including boats and motorcycles, will be prohibited.

Explanation of **Section 9.2.14.(14) Sheds** and **Section 9.2.14.(15) Firepits**

Large sheds are prohibited in order to prevent people secretly converting them into tiny homes.

Firepit rules are put in place to protect property from damage. Those installing firepits must also submit proof of a fire extinguisher on hand via a photo submitted with the ARC Request. If the placement of trees or branches present a hazard that contradicts the use of the firepit, the firepit must be use, however, tree trimming can be an option at Owners expense.

I _____ make the following selection regarding landscaping services;

Only one selection per household, selecting more than one option will invalidate this form;

☐

Option (1): I elect to perform my own landscaping and agree to the terms outlined in the Information section of this form and the guidance of Section 9.2.14(6)(1) of the Declaration.

☐

Option (2): I elect to employ my own landscaping contractor and submit the following information with this form for review prior to initiating my fence installation;

1. Name of Contractor / Company
2. Contact information (Phone and Email)
3. Contractors Insurance Company

☐

Option (3): I elect to not alter my Landscaping Services and agree to follow all restrictions set forth in Section 9.2.14(6)(3).

Option (1); Owners electing to perform their own landscaper may have to install a shed to store their own landscaping equipment. Owners will become liable to any damage to the irrigation system and should take care not to damage existing systems in place or installed during or after the installation of the fence. After completion of the fence installation, the irrigation system (altered or unaltered) will remain under the control and the responsibility of the Association and no further alterations may be made to the irrigation system. Once this selection is made and alterations have been made to the yard (plants, planters, fountains, borders, etc.), re-establishment of landscaping services with the Association may not be possible. Owners electing Option (1) will remain subject to inspections by the Association and certain renovations will require ARC approval.

Option (2); Owners that wish to employ their own landscapers will submit all information outlined above to the Association with their ARC Request to allow the Association to verify the submitted data. Independent Contractors are required to have a clause in their contract with the owner outlining their liability to the Association regarding irrigation equipment, lines, and property not belonging to the Owner under which they have a contractual agreement.








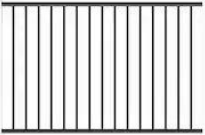
Re-assessed fees; HOA Dues for fenced in yards and Co-Owned fences will be re-assessed at the following Annual Budget Meeting. Fees will remain as-is until such meeting occurs.

Option (3); Selection of this option means the Owner simply wishes to fence in their yard and perform no other alterations, thus not affect the standing landscaping contract currently held by the Association.

Owner Signature: _____

Date: _____

Photos of Acceptable Materials

<p>Simple white vinyl fencing will be the only material permitted</p> <p>Photos of each component must be submitted.</p>	  
<p>Hardware examples</p> <p>however the requirements pertaining to hardware focus less on style. The primary requirement is functionality and where they are installed. The color must be black to complement the white fence.</p>	
<p>If an issue arises that forces the gate latch to stray from the outlined specification, the Association may require the installation of a pull cable.</p>	
<p>Drop rods will be prohibited.</p>	
<p>Rod Iron style fencing for homes boarding retention ponds should be simple in style.</p>	 

Examples of styles considered Ornate; some variation in style may be accepted based on location of the home and availability of materials.



Clarification and guidance outlining Easement rights

The definition of Easement as it pertains to our community is as follows; Easement

1. Law
 - a. A right to cross or otherwise use someone else's land for a specified purpose.

What our Declaration outlines regarding Easements; Black text is a verbatim copy from Declaration, Blue text is the interpretation. Interpretations may be challenged at any time by any Owner in good standing with the community.

Section 3 Owners' Property Rights

3.1 Owners' Easement of Enjoyment

Every Owner, and family member, guest, lessee, agent, or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, within the nonexclusive easement for ingress and egress over, enjoyment in, and use of Common Area within the Property (except as may otherwise be specifically provided elsewhere in this Declaration) in common with all other Owners, their family members, guests, lessees, agents, and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owners Lot. This right shall be subject to the following conditions and limitations.

Every Owner, their family, their guests, their tenants, their agents, or people they invite in, unless otherwise stated, have unlimited access to Common Areas within Annie's Walk Townhomes with exceptions provided by the Declaration. No other Owner can prevent another Owner from using or enjoying common areas. The right of Easement to Common Areas passes down from Owner to whomever they sell the property to or their inheritors. Appurtenant is a type of easement that stays with the property regardless of who owns it.

- 3.1.1 thru 3.1.14 of this section outline the independent powers and liberties the Association may take to govern effectively.

Section 3.2 thru 3.6.13 of this section further outline Access Easement independent powers and liberties of the Association (And) Utility Services. This Section identifies the Association as the "Declarant" which is the formal party that made the Declaration which the Association inherited. 3.1.3 specifically calls out structures that may be installed are still under the governance of Easements.

There is no such section of the Declaration that offers Owners the right of Easement to another Owners property. Easements are reserved for Common Areas to protect individual Owners rights. All further guidance is in place to ensure the Association and Utility workers have proper and unobstructed access. No Owner has a right to ingress or egress unless that Owner is a Member of the Board.

