

# **COVENANTS REVIEW COMMITTEE**

**Guidelines for Enforcement**

**of**

**Covenants and Rules**

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## **Covenant #1 – Building & Construction**

*Any buildings or construction must be approved by the Homestead Development Corporation, or in the event of a property owner's association is formed, by them.*

**The Stonebridge Property Owner's Association was formed in 2003, Covenant #1 is interpreted as follows:**

Any building or construction must be approved by the Stonebridge Property Owner's Association (SPOA). The SPOA currently yields this responsibility to Homestead Development Corporation (or its affiliates) for newly constructed homes.

### **PRINCIPLES**

The Building and Construction guidelines have been established to preserve the character of Stonebridge. The objective is to have similar architecture and to use similar building materials throughout the community.

All building or construction must comply with all Stonebridge covenants and rules.

Building or construction is interpreted to mean any work which results in changing the footprint on any lot within Stonebridge. This includes standalone structures or additions to existing structures.

Building or construction also includes adding roofs over new or existing areas including decks; new or expanded decks and paving any area greater than 60 square feet.

### **ACCEPTABLE MATERIALS**

All building must be predominantly hand-hewn old log construction. This means that new construction and additions may include other acceptable materials (defined below), but only to the extent that the resultant structure remains predominantly hand-hewn, old log construction.

#### **EXTERIOR WALLS**

A secondary or smaller portion of a cabin may be:

- Hand-hewn new logs which are stained and treated to look like old logs.
- Split faced old logs used for repair of damaged logs.
- Rough natural wood lap siding stained a natural color.

- “Hardie-Board” or similar material that looks like rough wood and is approved for areas where severe weather damage is likely. The stain must be a natural color that is consistent with the color of the old logs in the structure.
- Natural tree bark siding.

#### TRIM

Rough cut cedar, pine, “Hardie-Board,” or similar planks which must be stained a natural color.

#### FOUNDATION

Foundation must be covered in natural stone.

#### DECKS

Treated lumber, cedar or other natural wood or approved simulated wood material stained a natural color.

#### ROOFING or REROOFING

Covered in Rule #1 (below)

### **Rule #1 – Roofing Materials**

*New construction or re-roofing of structures within Stonebridge requires the use of pre-approved wood cedar split shakes or simulated composite roofing shakes, specifically DaVinci Hand-split Shakes from DaVinci Roofscapes LLC in the Weathered Gray Blend or Mountain Blend color.*

Owners must permit the SPOA to measure the pitch of any roof segment where any material, other than pre-approved materials, is to be installed.

Alternative materials in a natural color, approved by the SPOA, are allowed on any roof segment with a pitch (slope) of less than 3:12 (i.e., 25%, 3” vertical for every 12” of horizontal, 22.5 degrees).

## **Covenant #2 – Recreational Vehicles**

*No recreational vehicles (campers, tents) may be kept on the property for more than 30 days.*

This includes motorized RV's, camping trailers, mobile homes, and any enclosed trailer (camper, utility or special purpose trailer) larger than 50 square feet.

"PODS" or other temporary storage units are prohibited except as temporarily required during renovations or repairs.

Semi-trailers or other storage units on wheels are prohibited.

Metal storage buildings are prohibited.

Pre-built or modular storage buildings are allowed only if the exterior materials follow the same guidelines as Covenant #1.

## **Covenant #3 – Road Maintenance**

*Developers shall maintain the roads in good condition until 50% of the lots are sold, at which time a property owners association shall be formed, and it shall then become the responsibility of the property owners association for all road maintenance and upkeep. Each owner shall pay a pro-rated share for said expenses to the association.*

Since 2003, the SPOA has been responsible for maintenance of common roadways that have been mapped and deeded as right-of-ways.

The SPOA is responsible for installing and maintaining culverts, ditches and other drainage solutions within the defined right-of-ways to help minimize erosion of roadways or private property. If a roadside culvert under a private driveway needs to be replaced, the SPOA will provide the labor and the property owner will be responsible to pay for the materials.

The SPOA is responsible for defining and enforcing standards for signage along the roadways.

The SPOA is **not** responsible for maintaining private driveways or roadways on private property if they have not been deeded as right-of-ways.

The builder is responsible for connecting driveways to the roadways within Stonebridge, including the placement of culverts or other drainage treatments to minimize erosion of the roadways.

The builder is responsible for implementing drainage solutions on individual lots to ensure that water run-off from the roads, culverts or adjacent property is diverted from the building site.

Homeowners can help the SPOA by driving at or below the speed limit. There is a direct relationship between driving above the speed limit and deterioration of the road surface. Road maintenance costs are borne by SPOA members. The cost of maintaining the roads decreases with lower speeds.

#### **Covenant #4 – Residential Use Only**

*The property shall be used for residential purposes only.*

No retail or other business that draws customers into the Stonebridge community is allowed.

Rentals or leases for 30 days or more are permitted.

Rentals or leases for less than 30 days must abide by Rule #2 – Short Term Rentals (covered below).

No signs or advertising of any type for any business may be displayed within the Stonebridge community except when work is in-progress at a home.

One real estate sign may be displayed on each lot that is for sale.

Political signs may be placed by a property owner only on their own property and only for a period of 30 days or less. Signs must be removed within one week of the relevant election date.

#### **Rule #2 – Short-term Rentals**

*Short-term or vacation rental or leasing of homes in the Stonebridge Development is prohibited. Short-term or vacation rental or leasing is defined as any rental for a period of less than 30 days. Leases or rentals of 30 days or greater are not prohibited by this Rule. Daily or weekly rentals of a home in Stonebridge that are connected with the sale and*

*temporary leasing of that particular home, either subsequent or prior to the closing of the sale, are exempted from this Rule.*

Short-term or vacation rental or leasing is defined as any rental for a period of less than 30 days.

Homeowners who purchased their homes before February 1, 2008 are exempted from this Rule.

### **Covenant #5 – Outside Toilets**

*There shall be no outside toilets on the premises.*

No port-a-johns, out-houses or other outside toilets are permitted, except temporarily as required during construction or organized events.

### **Covenant #6 – Minimum Building Size**

*No house shall contain less than 660 square feet of heated living space, which shall not include garages, carports or porches.*

### **Covenant #7 – Cement Block**

*No cement, cinder or other type blocks shall be showing on any houses on the front or sides.*

### **Covenant #8 – Artificial Siding**

*No house shall have rolled brick or other artificial siding.*

Vinyl, aluminum, plastic, polymer, aggregate or composite materials are prohibited.

“Hardie-Board” or similar material which looks like rough wood and is approved for exterior areas where severe weather-damage is likely are acceptable, as long as they are stained a natural color that is consistent with the color of the old logs in the structure.

### **Covenant #9 – Junk or Salvage**

*No junk cars or other types or kind of salvage may be located on the property.*

### **Covenant #10 – House Trailers**

*No house trailers shall be located upon the property, nor doublewide, modular, etc.*

See Covenant #2

### **Covenant #11 – 4-Wall Foundations**

*All houses shall have a 4-wall foundation.*

### **Covenant #12 - Livestock**

*There shall be no livestock kept on the property such as horses, cows, pigs, chickens, goats or geese, excluding household pets such as dogs, cats and small birds.*

“Household pets” means pets that are kept indoors most of the time.

Dogs and other pets must be controlled by their owners at all times (on a leash or under voice control).

Pets kept outdoors that cause hazards or nuisances, including undue noise, for other residents are prohibited.

Dog runs, animal pens, cages and other outdoor enclosures must be approved in advance by the SPOA.

### **Covenant #13 - Trees**

*No living trees, which are 7” or more in diameter at stump level, shall be cut from the subject premises without either written permission of the developer or a property owners association to be formed.*

The main objective of this covenant is to prohibit clear-cutting.

Stump measurement should be at 12 inches above the highest point of dirt at the tree’s base.

A property owner may remove only trees that are located on their own property.



Approval will usually be given to remove a small percentage of trees on a property to protect the home or other personal property, to reduce fire hazard, to improve wireless or satellite reception or to improve the view.

**Tips for homeowners asking to remove trees:**

1. Measure trees.
2. Mark trees you desire to remove.
3. Make a sketch to show the location, size and quantity of trees included in your request. Alternatively, take a good quality photograph of the trees in question, provided it clearly shows the location, size and quantity.
4. Complete a Covenant Request form (see below) and submit all information to the Covenants Committee.

**Tips for enforcement by the Covenants Committee:**

Ensure that the documentation required in steps 1-4 above has been submitted by the homeowner and is complete.

**Rule #3 –Covenant Request Form Required**

*A fine of \$100 will be assessed for not completing a Covenants Review and Request Form and getting POA approval prior to commencing work on any project requiring approval by the POA or builder. If a form is completed and approved within 30 days of the member receiving a written reminder and the work performed meets approval of the CRC, the fine may be waived.*

**PENALTIES AND FINES FOR NON-COMPLIANCE**

- \$100 fine for each violation.
- \$100 fine per day for each additional day (after 5 days) until violations are remedied.
- May require tearing down an alteration or separate structure.