Cobblestone Proposed Restrictions Short Sheet

Current	Proposed	
Article 1 Definitions		
 Restrictions written by developer, for developer 	 Removed language that included developer 	
Currently the Member is the owner of the unit; whose name appears on the mortgage or deed. Arti	 Changed definition of Member to refer to owner or immediate family member resident. Immediate family member - spouse, parent, child or sibling. This would allow persons who have put their unit in the name(s) of others to vote and/or serve on the Board. 	
Article 2		
Currently only the person who owns the unit can vote	 Would allow the owner of the unit or the immediate family member resident to cast vote (still only one vote per unit). 	
You must be the owner of the unit to serve on the BOD even if you live in the community.	 Added: clear guidelines for the formation of Board of Directors (BOD). allow immediate family member resident to serve on the BOD. BOD elects future members if someone resigns. -successive terms allowed Defined office titles: President, Vice President, Treasurer, Member at Large, and Reserve Board Member if needed. Must live in the unit they own or a unit owned by an immediate family member to serve on the Board. 	
	 BOD will not be required to work with/communicate with a property management company or unit manager. 	
	 Proxy for attendance to an HOA meeting will not be allowed. Only members are allowed to attend HOA meetings. 	
Article 3		
Voting rights suspended for 60 days for unpaid assessments Arti	Voting rights suspended for duration of unpaid assessments cle 4	

Maintenance of roof is equally split between all unit owners in that building.	 Full roof replacement cost is split between each unit owner in that building based on square footage of unit. HOA must approve contractor. Each owner is responsible for maintenance of the room that covers their Lot. 	
Currently there is no restriction regarding the maintenance of plants on common grounds	 Owner must be granted permission to plant trees/gardens/plants on common grounds. Owner is responsible for the upkeep of the landscape (trimming, weeding, watering, fertilization, and removal if necessary). If owner does not maintain the landscape, the association will hire work done and assess the lot owner. A (15) day notice will be provided prior to work being done. 	
Artic		
Does not state at which point a lien would be placed for unpaid assessments	 Makes clear that once an owner becomes \$300 in arrears for unpaid assessments, a lien will be placed against lot. A penalty fee of \$200 plus charged fees will be assessed for filing a lien and for every update to an existing lien. 	
 States that developer is not required to pay assessments 	Removed this statement.	
No late fee is defined; only interest for late payments.	 \$25 late fee and interest from the due date at 15% per annum. NSF checks- Lot owner will be charged bank's fee for returned payment. 	
No clear due date	 Monthly HOA dues are due on the first of the month. Late fee plus interest will be assessed if payment is not received by the last day of the month. 	
	 HOA dues must be paid with bank check or personal check. 	
Article 7		
Does not require Lot owners to carry hazard insurance	 Require all Lot Owners to carry hazard ins. policy including a minimum personal liability limit of \$100,000. 	

 No sound producing equipment allowed outside No clear guidelines for parking 	 Must provide declaration to the BOD annually. All tenants or non-owner residents must maintain a tenant's hazard ins. Policy (renters insurance). Provide copy of renters ins. declaration to BOD. Cannot use or install sound producing equipment that would become a nuisance to a neighbor. Added clear guidelines for NO STREET PARKING outside of lots or private drive. 	
 PETS: currently there is a weight limit of 30lbs. Currently a limit of 2 pets per Lot 	 Removed weight limit pet limit per Lot is 3 Pets must be verbally controlled by adult or kept on leash while outside in common grounds Submit current vaccination records to BOD Prohibits rare or exotic animals/ non-domestic animals/ livestock/ farm animals/ reptiles or amphibians. Prohibits any animal with a history of bite or attack or the following breeds: Akita, American Pit Bull Terrier, American Staffordshire Terrier, Catahoula Leopard, Chow, Doberman-Pinscher, German Shepherd, Malamute, Pit Bull, Presa Canario, Rottweiler, Staffordshire Bull Terrier, or Wolf. If you currently have a breed of this type in the community, the BOD will allow the breed to remain. 	
Lease of Unit: may not lease less than the entire unit. There is no restriction on pools.	 No owner shall lease part or all of unit to a third party for any use or purpose. Occupancy is for owner or immediate family member only. Current rental lots are grandfathered in; however once that lot is sold the owner is to notify potential purchaser that the lot must be occupied by the purchaser/owner or immediate family member only. 	
There is no restriction on pools	No pools allowed. Includes: inground, above ground, portable pools, hot tubs or water slides.	
Article 8		

 Insurance Endorsements 	 Insurance endorsements have been deleted 	
Article 9		
	 Added clear guidelines for late and penalty fees for unpaid assessments. When dues are not paid by the last day of the month = \$25 late fee NSF= equal to bank's fees. Lack of current pet vaccinations = \$25 per month Filing Lien = \$200 Updating existing Lien = \$200 	
	 Lack of Insurance = \$10 per day 	