



## **Overview of “Declaration of Covenants, Conditions and Restrictions” and “Protective Covenants” for Brownstone Village Homeowners Association**

1. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
2. No trade materials or inventories (other than materials for construction of dwellings or other approved structures on the lots) may be stored upon the premises and no tractors (farm), inoperable automobiles, rubbish, trash, or unsightly materials of any kind may be stored, regularly placed, or allowed to remain on any lot.
3. No (commercial) truck, (commercial) van or recreational vehicle shall be stored, regularly placed, or allowed to remain on any lot, or within the right-of-way of any public street within Brownstone Village.
4. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.
5. Except with prior architectural approval, no communication tower, television or radio antenna or tower or satellite dish shall be erected or placed upon any lot.
6. No trailer (except temporary construction trailers), mobile home, tent, shack, or barn shall be erected or placed or permitted to remain on any lot covered by these covenants.
7. A storage shed may be permitted at the rear of each lot upon prior architectural approval after the plans and specifications or a photograph and a plot plan showing the proposed location have been submitted for approval (see Architectural Standards).
8. No travel trailers or other recreational vehicles and boats shall be stored on any lot covered by these covenants.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets (not to exceed four (4) such household pets at any one time) may be kept, provided that they are not bred or maintained for any commercial purpose.
10. No building, fence, wall, mailbox or other structure shall be erected, placed, or altered on any premises without prior architectural approval (see Architectural Standards).
11. The Association shall have no obligation or responsibility for any maintenance of lots, or any dwellings located thereon, such being the obligation and responsibility of the owner.
12. Trash Cans – Mobile refuse containers and recycling containers shall be placed in the required location for collection no earlier than 7 p.m. on the day preceding a designated pickup day and shall be removed from the curbside location no later than 7 p.m. after the container has been emptied. Except during those hours, the mobile containers and all other refuse containers shall be kept in a location no closer to the street than the front line of the residence. (Garner Ordinance).
13. The Association (HOA) shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
14. Rental Procedure – all requests for home rentals must be in writing. The HOA Board will give permission to rent provided the 20% cap has not been met or the 25% cap has not been met by hardship cases or special permits.