

**Proposed Amendments to the  
Hickory Hill Plantation Community Association  
Declaration of Covenants and Restrictions  
dated April 17, 1996**

**Article II—Property and Use**

**Section 3—Property, Prohibitions, and Allowances**

**Existing Subparagraph (a)(4)**

No trash, rubbish, junk stored material, wrecked or inoperable vehicles or similar unsightly items shall be permitted outside of an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service. The Architectural Review Committee’s notice of violation shall be sufficient, if it states in substance: “You are in violation of *(specify violation(s))* contained in Article II, Section 3 of the Association’s Covenant.”

**Proposed Subparagraph (a)(4)**

No trash, junk, stored material, wrecked or inoperable vehicles of any type, unlicensed vehicles or similar unsightly items shall be permitted outside of an enclosed structure. An enclosed structure, for the purposes of these Covenants, is defined as a structure which is enclosed on the top and all sides. Open-sided carports or temporary, tent-style shelters, for example, are not enclosed structures.

The foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service.

**Existing Subparagraph (a)(7)(a)**

Every attempt should be made by owners to store recreational vehicles (RV's), boats and trailers within enclosed garages or areas that are adequately concealed from the street and from any adjoining Lot. Owners with temporary visiting guests having RV's, boats or trailers may park on the Owner's Lot for the reasonable time duration of the guest's visit.

**Proposed Subparagraph (a)(7)(a)(1)**

No recreational vehicles (RVs) or campers shall be kept on any lot in the community except for loading and unloading for a period not to exceed two days.

EXCEPTION: None

**Proposed Subparagraph (a)(7)(a)(2)**

No trailers, open or enclosed, work or pleasure, shall be kept on any lot in the community.

EXCEPTION: An exception will be made for trailers owned by existing Owners prior to the effective date of these Amendments. Any Owner who owns and stores a trailer on their property shall be allowed to continue to store the trailer as long as the Owner has provided the Board of Directors with proof of ownership and identification of the trailer. Only the originally "grandfathered" trailer will be permitted. No additional or replacement trailers will be allowed.

Trailers permitted under this exception clause shall be kept where they cannot be seen from the street or from any adjoining Lot.

**Proposed Subparagraph (a)(7)(a)(3):**

No boats or watercraft shall be kept on any lot in the community.

EXCEPTION: An exception will be made for boats or watercraft owned by existing Owners prior to the effective date of these Amendments. Any Owner who owns and stores a boat or watercraft on their property prior to the approval of these Amendments shall be allowed to continue to store the boat or watercraft as long as the Owner has provided the Board of Directors with proof of ownership and identification of the boat/watercraft. Boats/watercraft permitted under this exception may be replaced provided the replacement is no larger than and of essentially the same construction as the boat/watercraft being replaced.

Owners will make every effort to store boats and watercraft permitted under this exception so they cannot be seen from the street or from any adjoining lot.

**Existing Subparagraph (a)(7)(b):**

No RV's, boats or trailers shall be parked overnight on any street.

**Existing Subparagraph (a)(7)(c):**

No truck, tractors or commercial vehicles over one ton capacity shall be kept, stored or parked on any street or on any Lot, except with in enclosed garages or adequately concealed areas from the street and from any adjoining Lot.

**Proposed Subparagraph (a)(7)(b):**

No boats or trailers shall be parked overnight on any street. RVs or campers which are temporarily allowed on the Homeowner's property while being loaded or unloaded cannot be parked overnight on any street.

**Proposed Subparagraph (a)(7)(c):**

No car, pickup truck, panel truck, van, or other vehicle identified as commercial vehicles by permanent signage, markings, or configuration shall be kept, stored, or parked on any street or on any Lot.

No tractors or farm/landscaping machinery or associated implements/attachments shall be kept, stored or parked on any street or on any Lot.

No tractor-trailers (commonly referred to as "18-wheelers"), to include the tractor alone even if no trailer is attached, shall be kept, stored, or parked on any street or on any Lot.

No construction vehicles or machinery such as bobcats, cherry pickers, backhoes, forklifts, and so forth, shall be kept, stored, or parked on any street or on any Lot. The only exception will be machinery which is being used for active work on an Owner's property. Such equipment may be stored overnight on the Owner's lot as long as the work is in progress but must be removed promptly once the work is complete.

Personal pickup trucks and vans are specifically exempted from the restrictions of this subparagraph.

**Existing Subparagraph (a)(7)(18):**

Pets must be kept quiet and secured by a leash or lead, or under control of the Owner or other responsible person and obedient to that person’s commands any time they are permitted outside of the house or other dwelling, or other Architectural Review Committee approved enclosure for the maintenance and confinement of pets. No pets are allowed to roam free in the subdivision.

**Proposed Subparagraph (a)(7)(18):**

Pets must be kept quiet and secured by a leash or lead any time they are permitted outside of the house or other dwelling, or other Architectural Review Committee approved enclosure for the maintenance and confinement of pets. No pets are allowed to roam free in the subdivision.

Pet owners are responsible for cleaning up after their pets.

**Proposed New Subparagraph (a)(7)(25):**

No businesses shall be operated in homes or on the property if the business requires a customer or client to visit or be present at the place of business. This prohibition includes businesses which require drop-offs and pick-ups such as would be the case for a repair business. The sole exceptions to this prohibition are occasional “party” style or seasonal businesses such as Tupperware parties or the sale of Christmas decorations.

Businesses which are conducted solely online, by mail, on the telephone, or through other means which do not require face-to-face customer or client interaction are permitted.

Lemonade stands and similar short-term children’s entrepreneurial activities are permitted.

**Proposed New Subparagraph (a)(7)(26):**

All residences in the community are single family residences and are to be occupied only by persons who are related by blood or marriage or are operating as a single-family unit. The intent of this prohibition is to prevent operating a residence as a “boarding house” occupied by multiple, unrelated persons, regardless of whether they are paying rent or not.

**Proposed subparagraph (a)(7)(27):**

Rentals, the duration of which is less than twelve consecutive months, are prohibited. All rentals, regardless of duration, must comply with the provisions of subparagraph (a)(7)(26) above.

**Proposed New Article II, Section 4—Enforcement**

- (a) In the event of a violation of any of the above, notice will be sent to the Owner. The Owner will be allowed a reasonable amount of time to correct the violation. The time allowed for correction will depend on the situation and will be specified in the violation notice.
- (b) In the event that the violation is not corrected within the time allowed, the Board shall have the authority to assess a fine for non-compliance. Subsequent violations of the same provision shall make the Owner liable for increased fines. Continued failure to correct the violation after notice shall make the Owner liable for legal action.
- (c) In the event of a failure to correct the violation or pay the fine(s), the Board shall have the option of proceeding to Court to seek compliance by the Owner to correct the violation and/or payment of the fine(s), or to file a lien against the property for the amount of the unpaid fine.
- (d) The fine for the first violation shall be \$50.00. Each subsequent violation of the same provision shall result in an increase of the fine at the rate of \$50.00 per violation. Continued failure to correct a violation, as opposed to subsequent separate and distinct violations of the same prohibition, shall result in an increase of the fine at the rate of \$100.00 per each sixty (60) day period that the violation remains uncorrected. Notice will be sent for each sixty (60) day period.
- (e) In the event that the Board files any legal action to enforce compliance with any of the Restrictive Covenants, and prevails in part or in whole, the Owner shall be liable for the reasonable attorney fees incurred by the Community Association.