

# **F.A.Q. FROM PROTECTIVE COVENANTS**

## **Architectural Review Committee**

- Items that must be approved by ARC are explicitly listed in the Covenants, Article VI – Architectural Provisions.
- Lot owners must submit a written request for approval and receive approval before commencing alteration.
- ARC shall approve or disapprove construction plan, specifications and location. Approval or denial is to be given in writing.
- If plans are not approved or disapproved within 45 days, the owner may proceed with plans as submitted.
- ARC decision may be appealed to all lot owners and may be overturned by verified signatures of 75% of lot owners.

## **Matters Subject to ARC Approval**

- All exterior additions, changes or alterations of dwellings. Decks, porches, patios, sidewalks and driveways are included.
- Yard structures, including playground or recreational structures or equipment.
- Inground swimming pools, decking, and pool fencing. Above ground pools are not allowed.
- Removal of more than 40% of the mature trees on any lot.
- Alterations to the lake or pond banks, including any steps, retaining walls, docks, piers, fountains, etc.
- Any Hot Tubs exceeding 150 gallons.
- Any composting apparatus or pile.
- Any major change to exterior color or finish.
- Any temporary construction equipment, construction trailers, construction bins/dumpsters, and portable toilets.

## **Animals**

- No animals of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept,

provided they are not kept, bred or maintained for commercial purposes.

- Dogs, cats or other household pets may not be left outside in the owner's absence. Pets shall not be tied outside for prolonged periods.
- Dogs, cats, or other household pets must be restrained from running on others' property, including common areas.
- Dog owners must control dog barking, howling and yelping.
- Owners are responsible for clean-up of pet excreta in common areas, as well as in owners' and neighbors' yards.
- Doghouses, kennels, fences, dog runs or other animal enclosures are not permitted.
- No animal whose behavior could be considered threatening shall be permitted outside, except under the direct physical control of the owner, such as with a leash.

## **Parking**

- Parking on streets is prohibited, except for a special function or temporary guests.
- Parking of vehicles, such as automobiles, trailers or boats in yards is prohibited.
- No vehicle, other than automobiles, may be parked in driveways longer than four days. (trailers, recreational vehicles, boats, etc. are under a four-day limit.)

## **Prohibited Activities**

- Burning of leaves or trash is prohibited.
- Dumping of trash, garbage, grass clippings, compost or other refuse or debris is prohibited on any lot or common area. All containers for storage of such material shall be kept inside or within an ARC approved structure.
- No motorized vehicles or motorized boats are permitted in the common

areas or on lakes, except for tractors and other maintenance equipment. Snowmobiles are prohibited.

- Pets must be leashed when in common areas.

### **Common Areas**

- Common areas are for the sole and exclusive enjoyment of the owners in Bittersweet Lakes and their expressly invited guests. The lakes are private and not for recreational use by the public.
- Damage caused to common areas by third parties employed or retained by a lot owner is the responsibility of the lot owner.

### **Prohibited from Lots**

- Any walls or fencing is prohibited, except for fencing around swimming pools approved by the Architectural Review Committee.
- Outside pet houses, pens or fences are prohibited.
- Unattached structures of any kind are prohibited.
- Outside trash burners or incinerators are prohibited.
- Radio or TV antennas six feet or higher above the high point of the roof are prohibited.
- Free standing radio or TV antennas are prohibited.
- Outdoor above-ground fuel tanks are prohibited.
- Individual sanitary sewer systems or water supply systems are prohibited.
- Unattached garages, barns, buses, boats, recreational vehicles, campers or camping trailers, shacks, storage sheds, large trucks (such as semi-tractors, dump trucks or tow trucks) are prohibited on any lot.

### **Solar Panels and Wind Turbines**

- No solar panels or wind turbines are allowed on any lot unless approved by 75% of lot owners.

### **Signs**

- Only 1 Property for Sale sign is allowed on a lot. No Property for Sale signs are allowed in common areas.
- An Open House sign or Garage Sale sign is allowed on a lot and in common areas just prior to the event and must be promptly removed after the event.
- Political signs are allowed by law and as specified in the covenants.
- Lot owners may display small, appropriate signs on their lot for home security systems and school sports and activity signs. These signs must be placed within 10 feet of the residence.

### **Property Rental**

- Lot owners are not permitted to lease or rent their home or property via long-term leases or short-term rentals such as Air BNB or VRBO.

### **Assessments and Liens**

- Annual assessments can be increased each year by the Board of Directors up to a maximum of 10%. An appeal process to this increase is detailed in the covenants.
- Annual assessment increases above 10% may only be changed upon approval of a majority of lot owners voting at a special meeting.
- Special assessments may be made upon the approval of the expenditure of at least 66% of lot owners.
- Late payments of assessments not paid within 30 days from the due date, will incur a late charge of \$50 per month until the assessment is paid.
- Fines for covenant violations may be assessed by the Board of Directors up to \$100 per fine. A procedure to remedy covenant violations is detailed in the covenants.