

Article IV
Other Considerations

New Document	2001 C&R	Notes and Background
<p>1. The Association shall have the right to maintain any lot, property, Residence or outbuilding that the Board deems, in its sole discretion, to be neglected by the owner. Conditions that the Association may consider include but are not limited to overgrown weeds and brush, dead limbs and trees, habitation of vermin, and potential fire hazard are concerns of all residents in the Village. If, after the Board provides reasonable notice and opportunity to the owner to maintain the lot, the Board may cause such maintenance to occur and thereafter assess the owner for the expense the Association incurred in doing so.</p>	<p>Section III: Provisions and Maintenance Fees 5) The CVCA shall have the right to maintain any lot or property that is considered to be uncared for and not maintained by the owner. Overgrown weeds and brush, dead limbs and trees, habitation of vermin, potential fire hazard are all concerns of all residents in the Village. If lot owners fail to clean up lots after reasonable notification by the Board, such lot owners will be billed by the Board for expenses in the maintenance of said lots. Failure to reimburse the Board for their expenses in maintaining said lots will result in a lien on such property as referred to in Sect. III, Paragraph 2.</p>	<ul style="list-style-type: none"> • Same procedure with more specific language.
<p>2. Dogs and cats or other domestic pets shall not be allowed to roam unattended in the Village, but instead be confined while on the owner's property, or leashed and under control when located off the owner's property. No pet shall otherwise create a nuisance to other owners. For purposes of this paragraph, "nuisance" means, but is not necessarily limited to, damaging, soiling, or defiling private property or the common area; interfering with, molesting or attacking persons or other animals; causing unsanitary, dangerous or offensive conditions including fouling of the air by odors; chasing, threatening, harassing, or impeding pedestrians, bicyclists, or vehicles; or by virtue of the number of animals is offensive or dangerous to public health, safety, or welfare; is diseased or dangerous to public health; or the animal habitually, excessively, or</p>	<p>Section IV: Other Considerations 3) Dogs and cats or other domestic pets shall not be allowed to roam unattended in Chatuge Village Subdivision, or create a nuisance to Chatuge Village property owners, and shall be confined within the owner's property or shall be confined to a leash and under control of the owner or some other person designated by the owner when said animal or pet is accompanying its owner or other person designated when outside the owner's property.</p>	<ul style="list-style-type: none"> • Provides clarification on what constitutes a "nuisance" regarding dogs, cats or other domestic pets. • Addresses behaviors of pets which fall under the responsibility of their owners.

repeatedly makes noises or other sounds that tend to annoy, disturb or frighten neighbors.		
<p>3. The maximum speed limit on any road within the Village shall be fifteen (15) miles per hour. The Association shall have authority to enforce the speed limit and to impose other rules and regulations regulating traffic and parking in the Village.</p> <p>All Vehicles (as defined in Article I, paragraph 16) of owners and their guests must be parked on the owner's property at all times. Temporary overflow parking on the roadside easement shall be allowed for a maximum of three (3) days and must not obstruct traffic flow.</p> <p>Owners of those few lots on Dogwood Circle that are so steep as to make parking on the lot impractical may park their Vehicles off the road on the roadside easement adjacent to their lot: provided however, that the parked Vehicles do not obstruct traffic flow.</p>	<p>Section III: Provisions and Maintenance Fees</p> <p>5) The maximum speed limit on any road owned or controlled or for the exclusive use of owners and their guests in the Subdivision shall be fifteen (15) miles per hour. Said speed limit is applicable to all motorized vehicles, whether licensed or unlicensed.</p>	<ul style="list-style-type: none"> Addresses and allows parking for special occasions and/or holidays, but establishes basic safety requirements and sets maximum duration. Addresses unique situation on Dogwood Circle where most owners have no room for parking except on roadside/CVCA easement.
<p>4. Except as otherwise required by law, no signs of any kind will be allowed on any property in the Village without the express approval of the Board. The only approved signs will be lot numbers, names and traffic control signs such as speed limits, one way, dead-end, etc., and "for sale" or "for rent" signs.</p>	<p>Section III: Provisions and Maintenance Fees</p> <p>6) No signs of any kind will be allowed on any property in the Chatuge Village Subdivision without the express approval of the Chatuge Village Board. The only approved signs will be lot numbers, names and traffic control signs such as speed limits, one way, dead-end, etc.</p>	<ul style="list-style-type: none"> Regarding <i>political</i> signs, Federal and state laws make provisions for political signs for a time period prior to and immediately after those elections.
<p>5. Except as otherwise required by law, no flags of any kind will be allowed on any property in the Village other than those of the United States, the State of North Carolina, and themed flags such as holiday, seasonal, sport team military service branch and ornamental flags.</p>		<ul style="list-style-type: none"> Added to address flags and to clarify difference between flags and signs.

<p>6. Household garbage must be placed in closed plastic bags and stored in secure containers to protect from foraging animals. It is the responsibility of the owner, not the pickup service, to clean up any garbage strewn about by foraging animals. Garbage cans should be placed on the curb no earlier than the night before scheduled pickup, and must be removed from the roadside by the end of the pickup day. Yard waste and/or other non-household garbage will not be included as part of the pickup. Garbage pickup service does not include pickup of recyclables. Any recyclables can be taken to the Clay County Transfer station by the owner in accordance with County regulations.</p> <p>Where an owner's personal circumstances or property dimensions make it difficult or impractical to transport garbage cans to the curb, an owner may, subject to design guidelines established by the Association, request authorization to install a garbage can enclosure at the curb at owner's expense. The foregoing provision regarding design guidelines notwithstanding, any such garbage can enclosure in existence as of the effective date of this Declaration may remain in place until the end of its useful life at which time the owner will be required to replace the enclosure with one conforming to the design guidelines then in place.</p>	<p>Section III: Provisions and Maintenance Fees</p> <p>7) Household garbage must be placed in closed plastic garbage bags. Plastic garbage bags and/or garbage bags in garbage cans should be placed on the curb no earlier than the night before scheduled pickup. Security of garbage bags and cans rest with the property owner so pick up can be made. Garbage cans will be removed from the roadside by the end of the pick up day. Yard waste and/or other non-household garbage will not be included as part of the pick up.</p>	<ul style="list-style-type: none"> • Requires bagged garbage to be placed IN containers to prevent being spread or strewn about. • This is one of the main reports and complaints the Board receives from neighbors in the Village. • Addresses question of recycling, a free service at the Clay County transfer station. • Several enclosures already exist throughout Village but are <i>not</i> addressed in our C&R. • By addressing here, pre-existing and any going forward (after new C&R) will be covered. Allows CVCA (Board) to establish uniformity and standards via policy.
<p>7. The Association and each person subject to the benefits and burdens of this Declaration, may enforce its provisions by way of court action to prevent the occurrence, continuance, or violation of any provisions of this Declaration, the Bylaws or other Association rules and regulations. In any such proceeding, the Court may award the prevailing party</p>		<ul style="list-style-type: none"> • Provides recourse protection for CVCA in case of frivolous or unsuccessful legal challenges. • Provides guidelines for both the membership and the Board regarding enforcement.

reasonable expenses in prosecuting or defending such action, including attorneys' fees. The Association may also impose fines, or suspend privileges and services, pursuant to the North Carolina Planned Community Act.		
<p>8. With the approval of a majority vote of the members attending a meeting called for the purpose, and at which a quorum is present, the Association may:</p> <ol style="list-style-type: none"> acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property; cause additional improvements to be made as part of the common elements; grant easements, leases, licenses, and concessions through or over the common elements; and impose and receive any payments, fees or charges for the use, rental or operation of the common elements other than the limited common elements and for services provided to lot owners. 		<p>Only after approval by the membership:</p> <ul style="list-style-type: none"> To allow the Association to accept land, if gifted from an estate. To allow the Association to add a structure – for instance a larger gazebo or a small pavilion. Necessary for outside contractors that will be required to dig and replace water supply lines. Would be necessary if a member had a desire to rent the common area for an event.
9. Each owner shall have the right to examine the books of CVCA as provided by Chapters 47F and 55A of the North Carolina General Statutes.	<p>Section III: Provisions and Maintenance Fees</p> <p>8) Each property owner shall have the right to inspect the books of CVCA upon reasonable "Notice of Intent" to the CVCA Board.</p>	<ul style="list-style-type: none"> Same information, rearranged and revised in organization of document
10. This Declaration may be amended at any time by an instrument signed by, or upon the affirmative vote of, sixty-seven percent (67%) of all of the votes allocated in the Association. The President shall cause any such amendment to be reduced to a written instrument and the Secretary shall certify the procedure by which		<ul style="list-style-type: none"> Addresses how the Covenants & Restrictions can be amended.

the amendment was enacted. The amendment itself shall be effective only upon recording.		
11. All of the restrictions, conditions, covenants, charges, easements and agreements contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless sooner terminated in accordance with § 47F-2-118 of the North Carolina Planned Community Act.		<ul style="list-style-type: none"> • Legal language on renewal of Covenants & Restrictions.