

Proposed Deed Restrictions: Frequently Asked Questions – and Answers –

Q. How do I sign for the amended declaration of restrictions or “deed restrictions”?

A. You must come in to the office to sign the signature page which becomes part of the document to be recorded.

Q. What are the key changes to the “Declaration of Restrictions” that we are being asked to approve?

A. The changes may vary based on your specific subdivision, but in general the major changes are updating the language from the “developer” to the “Association”; clarifying that the use of all properties comply with Association bylaws, rules and regulations; making structure restrictions consistent such as a minimum requirement of 1000 square feet of living space; establishing the Building Control Committee (BCC) as a standing committee and eliminating them from the deed of restrictions (The functions will not change, but this will allow the BCC to be fully supported by the Association and be responsible to the Association and its members). Lastly it clarifies the maintenance assessment as set by the association members and defines the assessment as a charge on the land and a continuing lien.

Q. The current deed language provides for a “maintenance fee” of \$20. How does this relate to our current Association dues of \$125 per lot?

A. The maintenance fee itself was set initially by the developers. The Association membership currently has the ability, through the Bylaws, to set additional fees, dues or assessments, provided that the proposal to set and/or increase any fees is passed by a majority of members. In all cases where fees, dues or assessments were increased it was done at Annual Meetings with the proper notification to all members and by securing the necessary margin to pass. We have checked with legal counsel throughout the years and have been advised that this is an acceptable way of keeping up with the times, and of course expenses.

The deed change simply removes the original and very outdated maintenance fee statement and recognizes the sole right of the Association membership to control fees.

The new language also codifies Association rights to define the fee as a charge on the land and a continuing lien when assessments have not been paid.

Q. Why is the repurchase option even part of the declaration of restrictions?

A. The reason the repurchase option is in the deeds is to protect the private nature of our lake and association. To our knowledge it has never been exercised and we have no intention of doing so unless there was an attempt to make a public access. It was put in the original deeds when the lake was developed and we again have been advised by legal counsel to keep this in the proposed changes. There is no proposed change to the original language.

Q. The deed language does not seem to address “consequences” or penalties if a property owner is not in compliance with any requirement. Why?

A. A sister document, “Rules and Regulations” spells out the consequences for breaking or not living up to the Deed of Restrictions or, for that matter, any other accepted rules of the LLPOA. The Rules and Regulations document provides member responsibilities as well as penalties for breaking or disregarding rules. We don’t want to make the deeds too encumbered so that they would become obsolete in a short period of time. Rules and Regulations can be changed relatively easily and therefore provides the necessary flexibility for keeping things current.

Q. Did members have a chance for input into the recommended changes?

A. Absolutely. This project began over three years ago and, over the course of that time, there have been numerous efforts to gain member insight and suggestions. Members took opportunities to attend board meetings to give us their thoughts and participated on multiple committees that met repeatedly to discuss, edit and re-edit the proposed changes. Information was published in multiple newsletters and discussed at the Annual Meeting for the past few years. We thank the MANY members who took the time to express their opinions and provide guidance as this process progressed.

Q. Does this document represent every change that was recommended?

A. From the beginning it was our goal to make a minimum number of changes and only focus on the very most important issues. This was and continues to be our strategy based on other associations who have attempted similarly large projects. We have repeatedly tried to explain why certain changes were suggested and we have also tried to meet the majority of our members concerns and wishes.

Q. Why are we changing language related to trailers?

A. In the existing language, **no** trailers are allowed, period. The new language provides the opportunity for the membership to actually define "trailers", and allow, for example, boat trailers. Definitions such as this would be captured in our Rules and Regulation documents.

Q. What impact will the change in square footage have?

A. In the past several years, we have had virtually no requests for a residence smaller than 1000 square feet. Current residences of course are grandfathered in and this would apply to new construction on currently vacant lots. This change provides some consistency in square footage requirements across subdivisions.

Q. What is the impact of moving the Building Control Committee from a free-standing entity defined in the deeds to a standing committee of the Association?

A. This change allows the BCC to be fully supported by the Association and responsible to the Association and its members. As it stands today, that "connection" to the membership is missing. The actual functions of the BCC will not change. The BCC itself participated in the discussion of and concurred with this change.

Q. Can members at a special meeting, or at an annual meeting, propose additional changes to the deed restrictions, or propose changes to the current proposed changes?

A. Not at this time, as part of this particular change effort. The decision regarding this particular set of changes is in the hands of the property owners. Over the three years of this process, members were afforded a number of opportunities to suggest and respond to proposed changes. The legal process mandates the course we took: to propose a set of changes to the property owners and subject those changes to approval. We ensured that we took every opportunity to get member input prior to presenting a set of proposed changes to the membership.

That said, property owners can always independently pursue a similar course of action if there are additional changes to deeds that are desired. It is, to give fair warning, a long, arduous journey. Approval of these changes is not achieved by a vote at an annual or special meeting, but by securing the approval, in writing and notarized, of 51% of the individual property owners identified on the deeds.

