

**Neighborhood Survey Laurel Hill Subdivision  
Orangeburg, South Carolina  
April 17 & 18, 2006**

**Section I - Introduction, Purposes, Methodology**

At the request of the Laurel Hill Homeowners Association and through Denise Holley of N&H Enterprises, the management company of this sub-division, this firm has attempted to evaluate all 128 lots and structures located therein. This survey is based on the Restrictive Covenants and Homeowner Association By-laws, duly constituted 06/20/90, and includes all published amendments. This document was presented to this firm on 03/16/06 by fax from Mrs. Holley. A special thanks goes to Mrs. Holley and Mr. Randy Etters for their assistance with this project. The purpose of this survey is to assist the Homeowners Association inventory and evaluate the extent of violations to their covenants as written. With this information they would be able to make informed decisions as to enforcement and/or revisions of said covenants.

This firm thoroughly read and assessed the stated document before beginning this survey. Findings listed in the survey are our interpretations of the covenants, whether or not we agree or disagree with them, and regardless of the degree of non-compliance. For example, a fence 1 foot too close to the lot-line is treated the same as a fence directly on the lot-line. That does not mean, however, we will not offer commentary and suggestions as to the reality and practicality of the covenants. That would be far from the common practices and history of this firm, which is to say what we believe even though it is often not what you want to hear.

**Methodology**

All 127 lots containing structures were viewed. One lot is under construction. Not all yards were physically entered. If the yard was open, the inspector walked into the yard, preferably down the 15-foot right of way between yards, which is established in the Restrictive Covenants. If there was a fence and the gate was closed, then entry was not attempted and the yard was viewed as best possible at the fence. This is not an exhaustive survey. It is very possible that violations could have been missed. Certainly exact measurements are impossible, as is the exact location of lot-lines, given that most pins or other markers have long since been removed or overgrown.

Section II is an overview of the restrictive covenants and the number and percentage of violations noted during the inspection. Brief observations will also be rendered.

Section III briefly details the findings of each lot. Each lot section will be followed by pictures showing said violations. Pictures will be identified by lot number. There will be many pictures that look alike because a fence is a fence, and an outbuilding is an outbuilding.

Section IV consists of final comments/summary and suggestions.

## **Section II - Overview of Restrictive Covenants and General Observations**

2. **Residential Use.** Such lots, and each and every one thereof, are for one single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, mobile home, modular home, house trailer, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted, or maintained on such premises or on any part thereof. In addition, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained, or permitted on such premises or on any part thereof.

### **General Observations:**

In this day of computers and the internet there are many people who operate "soft" businesses from home. Types of these businesses include software development, accounting, direct sales, consulting and those which offer services away from the home. Businesses such as these require no outside help, no storage, customers do not come to the home, there is no noise and no odors. There are no signs and no need for parking. It would not be surprising if many such operations are already in this community. This section should be updated so as not to exclude legitimate home occupations.

5. **Garages.** No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

### **General Observations:**

This section is confusing. It could possibly mean that you can have a garage, but you can only use it as a residential garage, but if you cannot have a business on the property (section 2), why would this section be necessary? Four people have reviewed this section and none could understand it.

6. **Approval of Plans and Specifications.** All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any re-modeling, re-construction, alteration, or addition to any building, fence, wall, road, driveway, or other structure upon any lot in said subdivision shall require the approval in writing of the Architectural Review Board. Before beginning the construction of any road, driveway, building, fence, wall, or other structure whatsoever, or re-modeling, re-construction or altering same, the person or persons desiring to erect, construct, or modify the same shall submit to the Architectural Review Board two complete sets of road or driveway plans, showing the locations, course, and

width of same and two complete sets of building plans and specifications for the building, fence, wall, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Architectural Review Board, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, fence, wall, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Review Board. The Architectural Review Board shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The Architectural Review Board may waive the setback provisions contained in Paragraph Nine (9) hereinbelow. Said review board shall consist of the managing partners of the Developer and a representative of the Laurel Hill Homeowners Association to be appointed by the said managing partners of the Developer. Decisions by said board shall be binding, absolute and final, as if herein recorded. All decisions of said review board shall be by majority vote. In the event the Architectural Review Board fails to approve or disapprove any proposed property improvements within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this section shall be deemed to have been fully satisfied.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Board including, without limitation:

- (a) A site plan showing the location of all proposed and existing structures on the lot, including building set backs, open space, driveways, walkways, and parking spaces, including the number thereof;
- (b) A foundation plan;
- (c) A floor plan;
- (d) Exterior elevation of all proposed structures and alterations to existing structures, as such structures will appear after all back-filling and landscaping are completed.
- (e) Specifications of materials, color scheme, lighting schemes, exterior windows, door and cornice detail and other details affecting the exterior of all proposed structures and alterations to existing structures;
- (f) Plans for grading and landscaping;

- (g) Location of outside heating and air-conditioning systems;
- (h) Location of all service lines providing electrical, water, gas and other utilities to the premises;
- (i) Location of septic tanks and all drain lines.

Approval for use in connection with any lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Board's right, in its discretion, to disapprove similar plans and specifications or any other features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other lot or structure. Further, neither Developer, nor any member of the Architectural Review Board shall be liable in damages to any one submitting plans or specifications for approval under this article, or to any owner of property affected by this declaration, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval and every owner of any lot agrees that they will not bring any action or suit against Developer, or any member of the Architectural Review Board to recover for any such damages. Any employee or agent of the Architectural Review Board may, after reasonable notice, at any reasonable time enter upon any lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any structure or the use of any lot or structure is in compliance with the provisions of this Declaration; and neither the Architectural Review Board, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

At such time as all of the lots in said subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, or the Developer, at its discretion, has relinquished such right to act as the Architectural Review Board, the Developer shall notify the Laurel Hill Homeowners Association to that effect, and, thereafter, the Developer's rights and obligations as the Architectural Review Board shall forthwith terminate; and, thereafter, the Laurel Hill Homeowners Association shall have the right, power and authority, through a duly recorded written instrument, to establish a successor Architectural Review Board and prescribe rules and regulations pursuant to which such Board shall act. Notice to the homeowners association by Developer under this provision shall be in writing and shall be deemed written notice to each of the record owners of lots.

General Observations:

This section states that an Architectural Review Board must authorize any buildings, fences, walls or structures erected upon any lot. It appears that 87 homeowners did not get said authorization or this firm was not informed that they did so. There is a point of law that if something is "open and notorious" for a given period of time without written notice that it is not acceptable, then it in fact is considered acceptable. We recommend getting legal advice about this.

8. **Tanks, etc.** No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises, provided, that nothing herein shall prevent Developer or its successors and assigns, from erecting, placing or permitting the placing of tanks and other water system apparatus or sewage disposal systems on such premises for the purpose of water supply or sewage facilities. Any tanks for use in connection with any residence constructed on said premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets, all clothes lines, garbage cans, equipment, coolers, woodpiles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Architectural Review Board.

General Observations:

There were no observed tanks. There was 1 neat woodpile and a few storage piles (?) which were unscreened in the subdivision. There were no clothes lines visible, but there was one dog run.

9. **Setbacks.** No building, fence, outbuilding or structure of any nature shall be located closer than forty (40) feet to the street on which said structure shall face or nearer than twenty-five (25) feet to any side street; or nearer than ten (10) feet to any interior lot line or nearer than ~~twenty-five (25)~~ **ten (10)** (approved January 18, 2005 Meeting) feet to any rear lot line. For purposes of this covenant, eaves and steps shall not be considered part of the building, provided, however, this shall not be construed to permit any portion of any building or structure to encroach upon another lot. These setbacks may be waived by the Architectural Review Board. (One waiver has been recorded in Deed Book 666 at page 0071 for Russell D. Young and Ann S. Young which modifies the front set back line from 40' to 39' for Lot D7.)

General Observations:

The only structures of any nature located closer than (40) feet to the street the structure faces were 4 brick entrances. 7 fences were less than 25 feet from the side street. All appear to be an estimated 12 feet. 64 fences were closer than 10 feet from the interior or rear lot-line. This constitutes 50% of all 128 lots. 48 outbuildings violate these side and rear setbacks. This constitutes 38% of all lots.

Reviewing Section 15 directly following.

There are utility and drainage easements in perpetuity along the sides and rear of each lot. This large number of fences and outbuildings encroaching into these established easements could prove unfortunate if there is a need to utilize any of these easements. Any structure or fence on these easements can be removed at the owner's expense. All claims for damages have been waived by agreeing to the terms of their deed.

15. **Utility and Drainage Easements.** There are hereby reserved for the purpose of drainage and installing and maintaining utility facilities and for such other purposes incidental to the development of the property the easements as shown on the above-described plat. In addition, a perpetual easement is reserved by Developer, its successors and assigns, in, on and over fifteen (15) feet along each side line (7.5 feet on each side) of each lot and over the front and rear ten (10) feet of each lot for utility installations, utility rights-of-way, drainage, and maintenance thereof. All claims for damages, if any, arising out of the construction, maintenance, and repair or on account of temporary or other inconvenience caused thereby against Developer, or any utility company or any of its agents or servants are hereby waived by the owners. The Developer does further reserve the right to change, lay out anew, or discontinue any street, avenue, or way shown on the plat of development not necessary for ingress or egress to and from an owner's premises.

10. **Nuisances, Animals, Firearms, Weeds, Noises. Etc.** No animals of any kind including by way of illustration and not limitation, horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. However, household pets not exceeding two (2) in number shall be permitted, provided that same shall be kept exclusively on the premises of the owner. There shall be no discharging of firearms, guns, or pistols of any kind, caliber, type, or any kind of propulsion. No weeds, underbrush, junk, stored materials, wrecked or inoperable vehicles or similar or other unsightly growths or objects shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and grounds located on each lot in good condition and repair and in a neat and attractive manner. In the event that any owner of any property in the said subdivisions shall fail or refuse to keep such premises free from weeds, underbrush, junk, stored materials, wrecked or inoperative vehicles, or refuse piles or other unsightly growths or objects, then the Developer, the Architectural Review Board or Laurel Hill Homeowners Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such removal a lien shall arise and be created in favor of the Architectural Review Board, Developer or Laurel Hill Homeowners Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. In addition, no disturbing noises shall be permitted on any lot which interfere with the rights, comforts or convenience of other lot owners. Each lot owner shall be responsible for the actions of his or her family members, servants, employees, agents, visitors and licensees.

General Observations:

- One yard contains a kennel with 3 hounds.
- One yard contains 2 large, loud canines.
- 4 yards have disabled, untagged vehicles.
- 6 yards have overgrown, unkempt appearance.
- 1 yard is cluttered with storage and toys.
- 1 yard has a pod unit in the drive

11. **Vehicles.** No trucks and no commercial type vehicles, except pickup trucks weighing less than 5,000 pounds, shall be stored or parked on any residential lot except while parked in a closed garage nor shall said vehicles be parked on any residential street in the subdivisions except while engaged in transporting to or from a residence in the subdivisions, unless otherwise permitted by the Architectural Review Board. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. A pleasure boat on its trailer may be parked or stored on that portion of the lot away from the street lying beyond the front building line, but shall not be within the view of neighboring lot owners. No maintenance or repairs shall be performed on any vehicles upon any portion of the property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within four (4) hours from its immobilization or the vehicle must be removed.

General Observations:

1 pod storage unit was noted in a driveway.

3 boats were in the open and could be observed.

It must be noted that inspections were carried out between 9:30 am – 4:30 pm and it is very possible that utility vehicles could be present after or before these hours.

13. **Filling In Removing and Drainage.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or clay shall be excavated or removed from any property for commercial purposes. Each owner shall refrain from interference with the established drainage pattern over his lot from adjoining or other lots, and make adequate provisions for proper drainage from any such lot in the event the established drainage over his lot is changed or altered. For the purpose hereof, "established drainage" is defined as a drainage which will occur at the time the overall grading of the properties, including the landscaping of each lot, is completed.

General Observations:

With the placement of fences and structures in the existing drainage easement, owners are interfering with "established drainage patterns."

17. **Swimming Pools.** Swimming pools shall not be nearer than ten (10) feet to any property line and shall not project with their coping more than two (2) feet above the established grade.

General Observations:

All observed pools are in compliance with this covenant.

18. **Signs.** No signs or other advertising shall be displayed on any lot unless the size, form and number of same are first approved by the Architectural Review Board. However, one "For Sale" sign of not more than eight (8) square feet advertising any lot, improved or unimproved, for sale shall be permitted.

General Observations:

There are no signs in Laurel Hills S/D violating this covenant.



20. **Enforcement.** In the event of a violation or breach of any of the restrictions, conditions and limitations contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivisions, or any of them jointly or severally, or the Developer, Laurel Hill Homeowners Association, or the Architectural Review Board shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Said parties shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent their violation. In addition, the Developer or the Architectural Review Board shall have the right, whenever there shall have been built on any lot in the subdivisions any structure which is in violation of these restrictions or which has not been approved by the Architectural Review Board, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover cost and reasonable attorney fees as part of such action. Any such entry, abatement and/or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so and shall not bar or affect its enforcement.

General Observations:

Given the length of time these numerous violations have been in place, it would be both caustic and costly to pursue this tack. Education, mediation and cooperation would be a better path to resolution.

## **SUMMARY OF INDEPENDENT SURVEY**

> Conducted By: Craven Inc

> Survey Date: April 17th & 18th, 2006

### **No Finding**

118 Annandale Cir (S3)	105 Cainhoy Dr (E29)	168 Cainhoy Dr (E39)	128 Mt. Gilead Dr (G17)
143 Annandale Cir (E17)	108 Cainhoy Dr (E30)	171 Cainhoy Dr (E20)	136 Mt. Gilead Dr (G18)
155 Annandale Cir (G11)	111 Cainhoy Dr (E28)	122 Chicora Woods Ct (C10)	150 Mt. Gilead Dr (G20)
172 Annandale Cir (S7)	117 Cainhoy Dr (E27)	134 Chicora Woods Ct (C12)	148 Pompion Dr (B7)
178 Annandale Cir (S8)	125 Cainhoy Dr (E26)	134 Hobcaw Lane (B13)	117 Seaside Dr (I6)
210 Annandale Cir (S10)	133 Cainhoy Dr (E25)	135 Hobcaw Lane (B16)	211 Seaside Dr (I4)
211 Annandale Cir (E7)	139 Cainhoy Dr (E24)	140 Hobcaw Lane (B14)	219 Seaside Dr (I3)
238 Annandale Cir (S1)	140 Cainhoy Dr (E35)	141 Hobcaw Lane (B15)	227 Seaside Dr (I2)
110 Arundel Dr (H9)	145 Cainhoy Dr (E23)	112 Litchfield Ct (D8)	233 Seaside Dr (I1)
130 Arundel Dr (H12)	153 Cainhoy Dr (E22)	108 Mt. Gilead Dr (G14)	
138 Arundel Dr (H13)	165 Cainhoy Dr (E21)	121 Mt. Gilead Dr (H5)	

### **Fence Violations (Too Close To Lot Lines Or Side Street)**

110 Annandale Cir (S2)	124 Arundel Dr (H11)	116 Hobcaw Lane (B10)	127 Mount Gilead Dr (H4)
133 Annandale Cir (H7)	127 Arundel Dr (A10)	117 Hobcaw Lane (B19)	143 Mount Gilead Dr (H2)
134 Annandale Cir (S5)	135 Arundel Dr (A11)	122 Hobcaw Lane (B11)	144 Mount Gilead Dr (G19)
141 Annandale Cir (G13)	141 Arundel Dr (A12)	128 Hobcaw Lane (B12)	151 Mount Gilead Dr (H1)
147 Annandale Cir (G12)	144 Arundel Dr (H14)	129 Hobcaw Lane (B17)	115 Pompion Dr (A1)
161 Annandale Cir (E15)	120 Cainhoy Dr (E32)	103 Litchfield Ct (E6)	120 Pompion Dr (B3)
173 Annandale Cir (E13)	126 Cainhoy Dr (E33)	106 Litchfield Ct (D7)	121 Pompion Dr (A2)
179 Annandale Cir (E12)	154 Cainhoy Dr (E37)	111 Litchfield Ct (E5)	126 Pompion Dr (B4)
186 Annandale Cir (S9)	104 Chicora Woods Ct (C7)	117 Litchfield Ct (E4)	129 Pompion Dr (A3)
187 Annandale Cir (E11)	105 Chicora Woods Ct (D6)	118 Litchfield Ct (D9)	134 Pompion Dr (B5)
193 Annandale Cir (E10)	110 Chicora Woods Ct (C8)	123 Litchfield Ct (E3)	135 Pompion Dr (A4)
205 Annandale Cir (E9)	111 Chicora Woods Ct (D5)	124 Litchfield Ct (D10)	143 Pompion Dr (A5)
104 Arundel Dr (H8)	116 Chicora Woods Ct (C9)	129 Litchfield Ct (E2)	149 Pompion Dr (A6)
105 Arundel Dr (A7)	123 Chicora Woods Ct (D3)	130 Litchfield Ct (D11)	205 Seaside Dr (I5)
113 Arundel Dr (A8)	135 Chicora Woods Ct (D1)	135 Litchfield Ct (E1)	
118 Arundel Dr (H10)	110 Hobcaw Lane (B9)	136 Litchfield Ct (D12)	
121 Arundel Dr (A9)	111 Hobcaw Lane (B20)	122 Mount Gilead Dr (G16)	

### **Shed / Outbuilding Violations (Too Close To Lot Lines)**

134 Annandale Cir (S5)	105 Arundel Dr (A7)	117 Chicora Woods Ct (D4)	129 Litchfield Ct (E2)
141 Annandale Cir (G13)	113 Arundel Dr (A8)	128 Chicora Woods Ct (C11)	130 Litchfield Ct (D11)
147 Annandale Cir (G12)	118 Arundel Dr (H10)	129 Chicora Woods Ct (D2)	135 Litchfield Ct (E1)
161 Annandale Cir (E15)	121 Arundel Dr (A9)	135 Chicora Woods Ct (D1)	136 Litchfield Ct (D12)
162 Annandale Cir (S6)	144 Arundel Dr (H14)	111 Hobcaw Lane (B20)	114 Mt. Gilead Dr (G15)
167 Annandale Cir (E14)	114 Cainhoy Dr (E31)	116 Hobcaw Lane (B10)	135 Mt. Gilead Dr (H3)
173 Annandale Cir (E13)	120 Cainhoy Dr (E32)	122 Hobcaw Lane (B11)	114 Pompion Dr (B2)
179 Annandale Cir (E12)	146 Cainhoy Dr (E36)	123 Hobcaw Lane (B18)	142 Pompion Dr (B6)
187 Annandale Cir (E11)	162 Cainhoy Dr (E38)	103 Litchfield Ct (E6)	143 Pompion Dr (A5)
205 Annandale Cir (E8)	105 Chicora Woods Ct (D6)	111 Litchfield Ct (E5)	149 Pompion Dr (A6)
241 Annandale Cir (B8)	110 Chicora Woods Ct (C8)	123 Litchfield Ct (E3)	111 Seaside Dr (I7)
104 Arundel Dr (H8)	111 Chicora Woods Ct (D5)	124 Litchfield Ct (D10)	

### **Visible Boats**

115 Mt Gilead Dr (H6)	134 Pompion Dr (B5)	111 Seaside Dr (I7)	205 Seaside Dr (I5)
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### **Pet Violations**

186 Annandale Cir (S9): More than 2 pets.	105 Chicora Woods Ct (D6): Dogs loud and aggressive
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### **Automobile Violations (Disabled / Untagged)**

126 Annandale Cir (S4): Inoperable automobile, flat tires.	146 Cainhoy Dr (E36): Car with expired tags, appears
134 Cainhoy Dr (E34): Inoperable car; flat tires, no tag.	116 Hobcaw Lane (B10): Untagged car in drive.

### **Maintenance Required**

110 Annandale Cir (S2): Fence needs maintenance	121 Arundel Dr (A9): Trailer w/ debris in rear yard
133 Annandale Cir (H7): Fence needs maintenance	124 Arundel Dr (H11): Fence needs maintenance
151 Annandale Cir (E16): Grass needs mowed	120 Cainhoy Dr (E32): Fence poorly maintained
241 Annandale Cir (B8): Trailer full of trash	146 Cainhoy Dr (E36): Rear porch cluttered
105 Arundel Dr (A7): Yard needs maintenance	105 Chicora Woods Ct (D6): Large brush pile in rear yard
113 Arundel Dr (A8): Outbuilding needs maintenance	135 Mt Gilead Dr (H3): Outbuilding needs maintenance

### **Other Findings**

126 Annandale Cir (S4): Brick entrances too close to street
123 Chicora Woods Ct (D3): Woodpile not screened
116 Hobcaw Lane (B10): Question entrance brick & location/ construction of outbuilding
143 Mt. Gilead Dr (H2): Playhouse too close to lot-lines

**Section IV - Final Summary, Comments and Suggestions**

**Summary**

Total of lots	128	100%
No findings	41	32%
Total violations	87	68%
Fence violations (too close to lot-lines or side street)	64	50%
Outbuilding violations (too close to lot-lines)	48	38%
Visible boats	4	3%
Structures too close to front street (brick entrances)	5	4%
Pet violations	2	2%
Disabled automobiles	4	3%
Yard maintenance (trash, weeds, clutter)	8	5%

## **Comments**

### **Other Observations** (mostly personal)

It is impossible to locate true rear lot lines along the perimeter of the subdivision where eleagnus bushes proliferate. It is almost a matter of yard preservation to place a fence in front of them.

Not only are fences placed in easement, but most do not match the fence they attach to. The look and lack of maintenance distract from the overall appearance of the neighborhood.

The brick walls on Hobcaw Lane are out of place in regard to scale, texture and appearance. The first big rain should be interesting at these "dams."

A great many outbuildings would not be too near the property line were these shed roofs not built off the rear of them.

Boats, when placed in the back of a lot, away from the street, do not create a significant aesthetic problem.

If you are going to have an outbuilding, shouldn't it reflect the quality of the main structure? Some look like a hobo at a formal.

Does anyone consider that his neighbor behind him may not appreciate looking at the junk stored behind his shed?

If any covenant needs immediate enforcement, it would be to get rid of inoperable, untagged vehicles. One will only lead to another.

The fronts of the homes and front yards, overall, are some of the nicest I have seen. Most communities have a few trash holes, not here, well at least not in the front.

### **Suggestions**

I truly believe, as previously stated, that to attack this number of existing violations would be antagonistic, divisive and expensive. Hopefully, this document records the present conditions and draws attention to them.

The entire neighborhood should be made aware of this survey and allowed to read it. It can be a starting point for progress in correcting some violations. I doubt very seriously that a property owner is going to go out and rip up his fence or move his outbuilding. However, he or she may be willing to provide better maintenance.

It should be made clear to property owners that fences and outbuildings are in easement and/or drainage right-of-ways, and if the occasion arises that repairs are needed to utilities, or if drainage becomes an issue, they may very well lose any structure in said right-of-way. Consider what would happen if sewer services came to this community. The vast majority of fences and outbuildings would have to be removed to accommodate sewer lines.

The Board of Architectural Review must be empowered and take action when future violations occur. A grandfather clause could be made effective on some existing situations with the understanding that if a fence or outbuilding needs to be replaced, it be done in compliance with the covenants and approved by the committee. No new outbuilding or fence should be placed on any lot without meeting these requirements.

Some present violations need immediate correction, especially disabled automobiles.

Reasonable changes are due in the existing covenants:

1. *Section 2* needs to be revised to allow home-based businesses with some restrictions in regard to type of business, number of employees (none outside the family), parking (no off-street parking, no parking on the grass), signage (none), storage (none), and customers at the home (none). In other words, there should be no outside appearance that business is being conducted on the premises.
2. *Section 5* needs to be clarified so that it makes sense.
3. *Section 8*. The concealment of “storage piles” and trash located behind outbuildings at the rear of lots needs enforcement.
4. *Section 9. Setbacks*. The 25-foot setback on side streets is unreasonable for fences. 12 feet is more than adequate and is out of the right-of-way. 25 feet takes away too much yard space.

Having back-to-back rear fences may presently violate this section and is certainly in an established right-of-way. However, compliance will create a 20-foot wide “no man’s land” that would likely go untended and act as a trash bin for grass clippings, cuttings, etc.

5. *Section 10*. The number of household pets should not be an issue in this covenant as long as pets are confined to the home. This section is not clear. Does having two parakeets, a turtle, a cat and two dogs mean there are 6 pets? The ordinance should be directed to pets that create a nuisance by barking loudly, roaming off premises, creating odors, and so forth. Having horses, cows, pigs, goats, poultry, geese, guineas, swans, peacocks, camels, llamas

or other atypical pets that must be kept outside should be restricted for obvious reasons.

Overgrown, unkempt yard restrictions should be enforced as long as there is quantification. For example, the height of the grass.

The term “clutter” also needs to be clarified.

Disabled vehicles need immediate enforcement, as previously stated.

Small boats kept neatly at the rear of lots should not be an issue (also previously stated).

“Pods” or other types of temporary storage units need to be discouraged.

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