

Recommendations for Bylaw Updates-

Conditions, covenants and restrictions of Tamarac, 2,3,4,5,6

1. **Architectural Control-** Note that all Township zoning rules supersede HOA rules for buildings, set backs, and use of a lot.
2. **Residential Uses-** All lots within the plat shall be used solely for residential purposes. On all lots within this plat, not more than one single family dwelling unit, with suitable accessory buildings, such as garage or carport, shall be built on any lot. No garage or accessory building shall be used as living quarters. Any structure commenced on any lot shall be completed within twelve (12) months of the commencement of construction.
3. **Division of lots-** No lot within the plat shall be sold except as a whole, except that a lot may be divided and the parcels conveyed to adjacent owners, provided, however, that no dwelling units shall be permitted on a site smaller than the smaller of the lots from which such site shall be created. Specific setbacks lines are established by Lockport Township ordinance, these restrictions as follows:
 - A. No dwelling , garage or accessory buildings shall be constructed within thirty five (35) feet from the front street lot line, within ten (10) feet from the rear lot line and within ten (10) feet from each side lot line. **As per township zoning**
 - B. No garage or accessory building may be built a minimum of 10 feet for any existing garage or accessory building. **As per township zoning**
 - C. A lot that has a septic system may not cover more than fifty (50)% of said lot with any type of building or cement. **As per township zoning**
4. **Storage of Vehicles-** All dwellings units shall be provided with a garage or covered carport for at least two (2) automobiles . No motor home, motor vehicle, boat or boat trailer, camper trailer or the like shall be stored on any lot in front of the dwelling , except within an enclosed garage or carport, totally concealed from view from all portions of the properties. C. A visitor may stay in a camper/motorhome on a homeowner's lot for (7) consecutive days with the camper/motorhome located at least (10) feet from the side lot line. Then must be gone for a minimum of 30 days between stays.
5. **Pets-** No horse, cattle, swine, goats, poultry or fowl, shall be kept on a lot, and no other animal shall be kept on any lot except household pets, which shall reside in the dwelling with outdoor access to a fenced yard or on a leash. No accessory building or cage shall be used as permanent housing for a pet. No pet shall be permanently tethered outside. See Lockport township zoning for definition of Animal Nuisance.

A. A maximum of (3) dogs and overall maximum of (5) animals total allowed on any lot. No kennel or boarding of animals will be allowed on any lot.

B. No venomous reptiles or arachnids(spiders) or exotic animals are allowed on any lot.

6 . Commercial Usage of Property- Business and commercial use of property is prohibited. No commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted upon any lot within said plat, except for business conducted within the home (ie- home office, lessons, tutoring, classes, cottage industries)

7. Rubbish- No lot or tract shall be used or maintained for a dumping lot for rubbish. Trash, garbage, and other waste shall not be burned in outside open incinerators, and shall be kept in sanitary containers. Yard waste to be composted, burned, or disposed of shall be kept behind the dwelling. This does not prevent the burning of leaves in the fall and spring. Fire pits are regulated by township ordinances.

A. Yard waste such as rocks, dirt and other materials, as a result of landscaping shall not be dumped on the public streets or ditches. The piling of yard waste materials for a period of more than seven(7) days is not allowed in front or side yards of the property. Any compost must be in the back yard and fenced from view of all adjacent lots. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner fail to remove any such trash, rubbish, garbage, yard raking and other materials from the property or the street and ditches adjacent thereto within ten(10) days following the date on which notice is mailed to the homeowner by Tamarac Community Association inc. informing the homeowner of the violation, the association may have said trash removed and charge the expense of removal to the lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser and his successors in interest. Such charge shall also be a personal obligation of the owner of the lot involved on the date of removal.

8. Signs- No signs shall be erected or maintained on any residential lot in the tract, except that not more than one (1) approved "For Sale" sign placed by the builder, home owner or by a licensed real estate broker may be displayed on any lot. Home owners may place congratulatory signs within 3 feet of the front of their dwelling. Political signs may be placed within 3 feet of front of dwelling for a period of 60 days before an election date and removed within 3 days after election. NO roadside signs allowed for the sake of driver visibility.

9. Fences- No fence, wall, hedge or mass planting other than foundation planting shall be permitted on the front lot line. And those on side lot lines shall not be higher than three(3) feet from the front street line to the minimum setback line, except that nothing shall prevent the

erection of necessary retaining wall, the top of which does not extend more than two(2) feet above the finished grade of the back of said retaining wall. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six(6) feet above ground. Fences shall be well constructed of suitable fencing material, wood, vinyl or chain link. Woven fence, field fence, pallets or lattice fencing material may not be used as fencing material. The fence shall not detract from the appearance of the dwelling located upon the lot or be offensive or detract from the appearance of the houses located on the adjacent lots or building plots, and comply with lot line setbacks. (See section 12 for required setbacks).

10. Natural Growth- The natural growth of any property shall not be deemed a nuisance. It is the responsibility of the owner to maintain all plants, shrubs, and trees on their lot. The cost associated with maintaining natural growth on a lot is the sole responsibility of the owner of the lot.

A. Any existing tree located in the township setback for roads or at the end of a driveway must be clear of branches to a height of 6 ft, and shrubs, bushes, or flowers must be no higher than 3 ft to create a clear view zone.

B. If a tree or shrub planted on the side lot line between lots has grown higher than the 6ft limit and dies or becomes damaged it must be removed and if replaced the plant must be kept at the 6ft max. Fire Safety issue.

C. If natural growth is deemed dangerous to surrounding dwellings, accessory building or neighbor's fence or creates a safety hazard for individuals driving or walking the community will request the homeowner to correct the problem with notification and if the homeowner does not, the community has the right to prune or remove any growth, with the cost billed to the owner and would result in a lien on the said property until paid.

11. Noise- As is one of the purposes of the original declaration to foster an environment free of **unnecessary** annoyances, discomforts and health hazards of urban living (including gas powered yard equipment, barking dogs or exotic birds, loud music, etc.) and respect for their neighbors owners shall honor time limitations for loud noise between the hours of 8:00am & 8:00pm.

12. Utility Easements- An easement is reserved under and upon the exterior five(5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2 ½) feet of side boundary lines of all lots for utility installation and maintenance of power, telephone water, sewer, drainage, gas, etc. Together with the right to enter upon the lots at all times for the purposes stated. Additional necessary public utilities and utilities easements are reserved as shown on the recorded plat and others, as required, will also be recorded as will be necessary easements required by governmental subdivisions.

13. Solar panels- Solar panels may be placed on dwelling or accessory building roofs or the

backyard of a residence adhering to the Lockport township rules for proper installation.

14. Auxiliary Heating Sources- Auxiliary outdoor home heating equipment, also known as an outdoor wood boiler/hydronic heater), is not allowed in Lockport Township residential areas.

15. Play Equipment- Childrens playground equipment (swing sets, forts, trampolines, etc.) is allowed in backyards following the same lot line setbacks as accessory buildings, (see section 3) See Township rules for swimming pool regulations.

16. The Bullpen (community storage area) A gated (not locked), first come first served storage area is for utility trailers or **non motorized** equipment only. **Nothing with Gas or Oil may be stored due to proximity of water wells.** This is a finable offense from Lockport Township.

- A. Each unit must be tagged with a waterproof tag giving a last name and phone number of the owner in case of an emergency. The community is not responsible for anything stored in this area. The owners may, and are encouraged to, secure their property to the fence with a cable and lock and/or hitch lock.
- B. The area is not a long term storage area, if a unit has not been moved for over a year the community association has the right to contact the owner of said unit to have the unit moved. If the unit is not moved within thirty (30) days of notification the unit may be moved with cost being billed to owner and a lien placed on property until paid. If any unit does not comply with the No Gas or Oil requirement the community association will have the offending unit removed with cost being billed to owner and constitutes a lien on property until paid.