

Willow Creek Estates (sample)

123 Sample Lane (fictional)

Prepared for Alex & Jamie

Taylor Morgan

Example Realty Group
(555) 010-0142 · taylor.morgan@example.com



At a glance

This file contains the 2004 Willow Creek Estates Declaration of Covenants, Conditions and Restrictions, as amended by the 2016 First Amendment and 2021 Second Amendment. Together, these documents govern Willow Creek Estates and its Homeowners Association; the amendments change leasing, fence, and solar-system provisions while leaving the rest of the declaration in effect.

Most restrictive items

HIGH

Short-term rentals prohibited; six-month minimum lease

The 2016 amendment prohibits rentals or occupancy for consideration for fewer than 30 consecutive days and requires leases to have an initial term of at least six months. Owners also must provide tenant contact details to the Association within 10 days after a lease begins.

Rule changed: 2016 First Amendment: replaced the 30-day minimum with a six-month minimum and added the short-term-rental ban and tenant-notification requirement.

Source: pages 2, 4

MEDIUM

ARC approval applies broadly to exterior changes

Written approval is required before a wide range of improvements or alterations, including exterior colors, lighting, decks, walls, and fences. This may constrain renovations or exterior projects.

Source: page 2

MEDIUM

Daily fines for continuing violations

After written notice and a hearing, the Board may impose fines of up to \$100 per day for a continuing violation.

Source: page 3

MEDIUM**Transfer fee and assessment lien**

A buyer must pay a transfer fee equal to 0.25% of the gross sale price. Unpaid assessments accrue 12% annual interest and remain a lien on the lot until paid.

Source: page 3

Key rules

Rentals and leasing

Leases must be written, cover the entire dwelling, and have an initial term of at least six months. Short-term rentals or occupancy for consideration of fewer than 30 consecutive days—including online-platform rentals—are prohibited. Owners must give the Association each tenant's name and contact information within 10 days after the lease begins; owners remain responsible for tenants and guests.

Rule changed: 2016 First Amendment: raised the minimum lease term from 30 days to six months, prohibited short-term rentals, and added tenant-notification requirements.

Source: pages 2, 4

Pets and animals

A lot may have no more than two dogs or cats in any combination. Dogs must be leashed off the owner's lot and may not create a nuisance, including persistent barking. Livestock, including poultry and chickens, is prohibited.

Source: page 2

Parking and vehicles

Recreational vehicles, boats, trailers, campers, and similar equipment must be stored in a garage or an ARC-approved side or rear yard enclosure, out of street view. Driveway parking is allowed for up to 48 hours for loading and cleaning. Overnight street parking is prohibited, as is parking commercial vehicles over one ton on a lot except while making deliveries.

Source: page 2

Architectural review and modifications

Written ARC approval is required before building, placing, or altering a building, fence, wall, shed, deck, exterior lighting, exterior color, or other improvement. Plans must show location, size, materials, and color. Solar panels, satellite dishes, and antennas are subject to placement rules noted below.

Source: page 2

Fences

Fences require ARC approval and may not extend in front of the dwelling's front wall. Rear-yard fences may be up to six feet and side-yard fences up to four feet; permitted materials are wood, vinyl, or black ornamental metal.

Rule changed: 2021 Second Amendment: replaced the four-foot maximum and wood-or-vinyl rule with separate rear- and side-yard height limits and added black ornamental metal as a permitted material.

Source: pages 2, 5

Solar panels, satellite dishes, and antennas	Satellite dishes and antennas must be placed where they are not visible from the street, except as otherwise required by law. Roof-mounted solar energy systems may be on any roof surface, including street-visible surfaces, if they lie flat against the roof and are submitted to the ARC for placement review only. Rule changed: 2021 Second Amendment: permitted flat roof-mounted solar systems on any roof surface, including street-visible surfaces, with ARC review limited to placement. Source: pages 3, 5
Home occupations	A home office or occupation is allowed if there is no exterior sign, no stock in trade kept outside, no employees working at the lot other than residents, and no regular customer or client traffic. Source: page 1
Landscaping and maintenance	Owners must keep lots and improvements in good repair, mow lawns, control weeds, and maintain landscaping. Source: page 3
Trash	Trash containers must be stored out of street view except on collection day. Outdoor clotheslines are prohibited. Source: page 3
Accessory buildings and additional dwellings	Each lot is limited to one detached single-family dwelling and permitted accessory structures. One shed of up to 120 square feet may be placed in the rear yard with ARC approval and must be finished in colors matching the dwelling. Source: page 2

Fees & assessments

The annual assessment is set by the Board and was initially \$480 per lot per year, payable in advance on January 1, for common-area maintenance, entrance landscaping, and snow removal on common drives. A transfer fee of 0.25% of the gross sale price is due upon each lot transfer. Unpaid assessments bear 12% annual interest and are a continuing lien on the lot. The Board may impose fines of up to \$100 per day for continuing violations after written notice and a hearing.

About this report

Prepared with AI from the governing documents provided. It may contain errors, and it can't account for rules in documents that weren't provided, such as later amendments, board resolutions or current fees. It is not legal advice. Check the cited pages and confirm anything important with the HOA or an attorney.

ARTICLE III. ANIMALS

Section 1. No more than two (2) dogs or cats, in any combination, may be kept on a Lot as household pets. Dogs must be leashed when off the Owner's Lot and may not be kept in a manner that causes a nuisance, including persistent barking.

Section 2. No horses, cattle, swine, goats, poultry, chickens or other livestock may be kept on any Lot.

ARTICLE IV. VEHICLES AND PARKING

Section 1. Recreational vehicles, boats, trailers, campers and similar equipment shall be stored inside a garage or within a side or rear yard enclosure approved by the ARC so that they are not visible from the street. Such equipment may be parked in a driveway for no more than forty-eight (48) hours for loading and cleaning.

Section 2. No vehicle may be parked overnight on any street within the Property. Commercial vehicles over one ton may not be parked on a Lot except while making deliveries.

ARTICLE V. LEASING

Section 1. An Owner may lease the dwelling on a Lot for residential purposes, provided that the lease is in writing, covers the entire dwelling, and has an initial term of not less than thirty (30) days.

Section 2. Every lease is subject to this Declaration, and the Owner remains responsible for the conduct of tenants and their guests.

ARTICLE VI. ARCHITECTURAL REVIEW

Section 1. No building, fence, wall, shed, deck, exterior lighting, change of exterior color, or other improvement shall be built, placed or altered on any Lot until plans showing its location, size, materials and color have been submitted to and approved in writing by the ARC.

Section 2. Fences. Fences shall not exceed four (4) feet in height, shall be constructed of wood or vinyl, and shall not extend in front of the front wall of the dwelling.

Section 3. Accessory buildings. One shed of not more than 120 square feet may be placed in the rear yard with ARC approval, finished in colors matching the dwelling.

EXAMPLE COUNTY, STATE — CLERK AND RECORDER
Document No. 2016-004917 · Recorded February 18, 2016

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
FOR WILLOW CREEK ESTATES

The undersigned, being the Owners of more than sixty-seven percent (67%) of the Lots in Willow Creek Estates, hereby amend the Declaration of Covenants, Conditions and Restrictions recorded March 9, 2004 as Document No. 2004-018233 (the "Declaration"), as follows:

1. Article V, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 1. An Owner may lease the dwelling on a Lot for residential purposes, provided that the lease is in writing, covers the entire dwelling, and has an initial term of not less than six (6) months. Short-term rentals, meaning any rental or occupancy for consideration for a period of fewer than thirty (30) consecutive days, including rentals arranged through online platforms, are prohibited."

2. Article V is further amended by adding the following Section 3:

"Section 3. Each Owner shall provide the Association with the name and contact information of every tenant within ten (10) days after a lease begins."

3. Except as amended above, the Declaration remains in full force and effect.

DATED this 9th day of February, 2016.

WILLOW CREEK ESTATES HOMEOWNERS ASSOCIATION

By: _____ President

Attest: _____ Secretary

ARTICLE VII. MAINTENANCE AND APPEARANCE

Section 1. Each Owner shall keep the Lot and improvements in good repair and keep lawns mowed, weeds controlled and landscaping maintained.

Section 2. Trash containers shall be stored out of view from the street except on collection day. No outdoor clotheslines are permitted.

Section 3. Solar panels, satellite dishes and antennas may be installed only in locations approved by the ARC that are not visible from the street, except as otherwise required by law.

ARTICLE VIII. ASSESSMENTS

Section 1. Each Lot is subject to an annual assessment set by the Board of Directors, initially Four Hundred Eighty Dollars (\$480.00) per year, payable in advance on January 1, to maintain common areas, entrance landscaping and snow removal on common drives.

Section 2. Upon each transfer of a Lot, the purchaser shall pay the Association a transfer fee equal to one-quarter of one percent (0.25%) of the gross sale price.

Section 3. Unpaid assessments bear interest at twelve percent (12%) per year and are a continuing lien on the Lot until paid.

ARTICLE IX. ENFORCEMENT AND AMENDMENT

Section 1. The Association or any Owner may enforce this Declaration. After written notice and a hearing, the Board may impose fines of up to One Hundred Dollars (\$100.00) per day for a continuing violation.

Section 2. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots and recorded with the Clerk and Recorder.

DATED this 2nd day of March, 2004.

WILLOW CREEK DEVELOPMENT COMPANY

By: _____ President

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
FOR WILLOW CREEK ESTATES

The undersigned, being the Owners of more than sixty-seven percent (67%) of the Lots in Willow Creek Estates, hereby amend the Declaration recorded as Document No. 2004-018233, as previously amended by Document No. 2016-004917, as follows:

- 1. Article VI, Section 2 of the Declaration is hereby amended to read as follows:

"Section 2. Fences. Fences in rear yards may be up to six (6) feet in height and fences in side yards up to four (4) feet, constructed of wood, vinyl or black ornamental metal, with ARC approval. No fence shall extend in front of the front wall of the dwelling."
- 2. Article VII, Section 3 of the Declaration is hereby amended by adding: "Roof-mounted solar energy systems are permitted on any roof surface, including surfaces visible from the street, provided the panels lie flat against the roof and the installation is submitted to the ARC for review of placement only."
- 3. Except as amended above, the Declaration, as previously amended, remains in full force and effect.

DATED this 24th day of May, 2021.

WILLOW CREEK ESTATES HOMEOWNERS ASSOCIATION

By: _____ President

Attest: _____ Secretary

EXAMPLE COUNTY, STATE — CLERK AND RECORDER
Document No. 2004-018233 · Recorded March 9, 2004

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW CREEK ESTATES

THIS DECLARATION is made by Willow Creek Development Company ("Declarant"), the owner of the real property known as Willow Creek Estates, Phases 1 and 2, according to the plat on file with the Clerk and Recorder of Example County (the "Property").

Declarant declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which run with the land and bind all parties having any right, title or interest in the Property, their heirs, successors and assigns.

ARTICLE I. DEFINITIONS

Section 1. "Association" means the Willow Creek Estates Homeowners Association, its successors and assigns.

Section 2. "Lot" means any numbered lot shown on the recorded plat of the Property. "Owner" means the record owner of a Lot, including contract purchasers.

Section 3. "Architectural Review Committee" or "ARC" means the committee of three members appointed by the Board of Directors of the Association under Article VI.

ARTICLE II. USE OF LOTS

Section 1. Residential use. Each Lot shall be used only for one detached single-family dwelling and the accessory structures permitted by this Declaration.

Section 2. Home occupations. An Owner may conduct a home office or home occupation within a dwelling, provided there is no exterior sign, no stock in trade kept outside, no employees working at the Lot other than residents, and no regular customer or client traffic to the Lot.