

*Victorian Village Townhouse Corporation*

**Patio and Carport**

They belong to the Association. Owners do not pay taxes on this space. The patio and carport area are considered Common Areas with exclusive use privileges. You are free to garden or decorate inside your patio space provided you do not block or limit the association from their ability to maintain, repair, or replace the fences, gate, shed, or shed doors.

**Patio Paving** No permanent concrete may be poured within 12 inches of these structures or the foundation of the home. The cost to remove poured concrete that impairs HOA or contractor maintenance work will be billed back to the Owner. Removable paver stones are suggested and permitted. The owner is responsible for patio maintenance but may not paint the shed, fences, shed door or carport areas without specific permission from the HOA.

**Victorian Village Townhouse Corporation Declaration of Covenants Conditions & Restrictions**

**Article V PROPERTY RIGHTS Section 4. Patio and Parking Rights.** Ownership of each Lot shall entitle the owner or owners thereof to (i) the exclusive use as a patio area of that portion of the Common Area extending to the rear of each Lot to a depth of sixteen feet and (ii) the exclusive use of a carport covering two automobile parking spaces which shall be appurtenant to the patio area of said Lot, together with the right of ingress and egress in and upon said patio and parking areas. Further, prior to any liquidation or dissolution of the Association, the Association shall convey to the owner of each lot the land consisting of the patio and parking spaces then being used by such lot owner under the terms of this Section 4.

**ARTICLE VIII ARCHITECTURAL CONTROL** No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or the patio or carport used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

**ARTICLE IX EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts. exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or patios. **In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.**

**ARTICLE X USE RESTRICTIONS, Section 7.** no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative.

**Section 9.** An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

**Rules and Regulations for Owners and Residents 1992**

**Page 26 ARCHITECTURAL CONTROL**

**5. Removal and Restoration,** Victorian may require Owner to remove all or any part of the Alterations for Cause and return the Property to its condition prior to the addition of the Alterations at any time upon sixty days' notice in writing, at Owner's sole expense. **Should Owner fail or refuse to so remove the Alterations, Victorian is authorized to affect such removal at Owner's sole expense without being deemed to have committed any trespass.**