

## Massive shift of Personal and Property Rights from the Membership to the Board:

The proposed Amended Declaration currently before the Court transfers a massive number of personal and private property rights from Lot Owners to a volunteer Board of Executives.

Transfer of a few of these rights are to be beneficial to the Community as a whole. These include giving the Board more authority to collect delinquent assessments and to address those Lots filled with rubbish, which take away from the attractiveness of Beaver Lakes Estates.

However, the rest of the transfer of rights stated in this proposed Amended Declaration are extreme. The following is a partial list of rights given to the Board in this proposed Amended Declaration that were not surrendered in the existing Declaration along with examples of potential harm to individual members:

- Section 2.4 adds an easement for every lot in the Association in favor of the Association for the performance of all obligations written in Article 6. Article 6 contains 26 sections. The actions that the Association may perform are not outlined in any of these 26 sections once access to a lot is obtained under Section 2.4 . This allows any action by the Association to be open ended, arbitrary, and capricious.
- Using Section 5.5(a) any amount ELHA expends to improve, repair, replace, or maintain an Owner's Lot, will be assessed to that Owner and Lot. This can be done with or without the Lot Owners permission under many sections of the proposed Amended Declaration.
- Section 6.2(2) in the proposed Amended Declaration, the Board gives itself the power to redefine words, phrases and terms at its sole discretion. This would allow the Board, in essence, to significantly rewrite portions of the Declarations without the knowledge or approval of the Membership
- Section 6.11(c) Prevents commercial vehicles from remaining in the Community. If you are self-employed, this would prevent you from parking your own vehicle on your own Lot, if it had your Company Logo on it. It would also prevent the Beaver Lakes Estates vehicles, including the black pickup truck with the Beaver Lakes logo on its door, backhoe, and road grader from being parked anywhere within the boundaries of the Community. It is understandable to prevent semi-trailers or a lot of heavy construction equipment from being parked around Beaver Lakes Estates, but Lot Owner, who owns a commercial vehicle should not be required to buy a separate vehicle so they can drive home to Beaver Lakes Estates at the end of their work day.
- Section 6.11(g) states a vehicle cannot be left unattended on jack stands outside of a garage. Many houses at Beaver Lakes Estates do not have garages. There might

be times when leaving your vehicle on jacks for a while might be unavoidable. For example: if you are in the process of fixing brakes, you would have to leave our vehicle on jack stands while you take the rotors to a machine shop to be turned. Or you may be waiting for needed parts to arrive.

- Under Section 6.10, any use, activity or practice that embarrasses another Lot Owner is considered a nuisance and is prohibited. This opens the door for just about any use, activity or practice being attacked because of its very subjective nature. Part of the charm of Beaver Lakes Estates is its diversity - of architectural styles, personal pursuits etc. That uniqueness should be treasured and preserved, not attacked.
  
- Section 7.6 Approval from the Architectural Control Committee (Or Design Review Committee): In the current Declaration, an application is considered to be approved if the Committee fails to respond to it within 30 days. In the proposed Amended Declaration this has changed. The time period has lengthened to 45 days, which is an issue in this climate, with its short summer and therefore limited building season. Additionally the Amended Covenants states that if the Committee fails to respond within the 45 days, the application is considered to be denied. This puts the individual member at a distinct disadvantage. Responses from this Committee must be timely and responsible. Changing the default to denial doesn't give much incentive to the Committee to behave responsibly toward Lot Owners who are trying to go forward with building plans. It might also translate into significant added expense for those Lot Owners.
  
- Section 9.5 of the proposed Amended Declaration adds the additional provision that the board must approve any amendment to the Declaration approved by the Lot Owners. This adds one more hurdle, making a difficult process even harder and takes away the power of the Lot Owners to independently amend their Declaration.

Examples of possible actions ELHA can take with their new authority granted under the proposed Amended Declaration:

- 1) A lot owner builds a single family residence on his Lot. During the building process he changes the placement of a window, making it different than on the approved plans submitted to the Design Control Committee. Using Article 7.2(g) ELHA could force the lot owner to tear out the window and re-install it according to the original approved plans.
- Or, 2) if this lot owner's finished residence turns out to be a foot longer and 6 inches wider than the plans indicated it would be, ELHA could force the lot owner (again using 7.2(g)) to shorten the structure both in width and length at the lot owner's expense. Building is a very complex process and during the process it often becomes apparent that small changes will benefit the outcome. 7.2(g) would

force a Lot Owner to revisit the Design Control process every time he/she wanted or needed to make one of these changes. Again adding significantly to cost and causing delays in completion.

- Using Section 6.2(2), ELHA can define what comprises maintenance for an individual Lot Owner. Section 9.1(c) Defines a failure of maintenance by a lot owner to be a violation of the Governing Documents. This violation carries all the sanctions included in the Governing Documents, including fines, loss of voting privileges etc. Section 9.1(b)(iii) Allows ELHA to perform this maintenance and assess all costs against the Lot and Owner.