

November 2005

# Sungate News

*Sungate Homeowners Association  
C/O Affordable H.O.A. Management Services, Inc.  
5208 Commerce Square Drive~ Suite D~ Indianapolis, IN 46237  
Phone: (317) 885-7462 fax: (317) 885-2462  
email: [AffordableHOA@aol.com](mailto:AffordableHOA@aol.com)*

## Upcoming Events

### **Tuesday, November 8, 2005 – Crime Watch Meeting – Wayne Township Library – 7:00 PM**

At this meeting, it is hoped that "Block Captains" can be appointed. The Crime Watch Program has highlighted on going Crime within Sungate. This meeting is open to all residents of Sungate. Deputy Sheriff Carlos Santos & Steve Magnuson will be attending the meeting. The Sungate web page has been updated with information such as the latest crime statistics for the streets of Sungate; a list of actual crimes that have taken place during the months of October & November 2005 as well as what is happening with our Crime Watch Program. If you have not already registered to become a member of the Sungate website (it is a FREE service to the residents of Sungate) please register as soon as possible by going to [www.sungatehoa.org](http://www.sungatehoa.org). This web page is constantly being updated with information about what is happening within our community.

### **Wednesday, November 9, 2005 – Annual General Meeting –Sungate Homeowners – Wayne Township Library – 7:00 PM.**

At this meeting all homeowners will be introduced to the current Board of Directors; learn about how the 2005 dues were spent; review the 2006 budget; what activities the Board of Sungate / Residents undertook during 2005; what is planned for 2006 and the election of Board members for 2006.

The election will be by written ballot, which will be provided at the election. Included in this newsletter is a blank nomination ballot. If you are interested in running for the board positions please send in the nomination ballot to the Management Company no later than November 7, 2005 or e-mail a completed copy to [www.affordablehoa.com](http://www.affordablehoa.com). Nominations from the floor will also be accepted.

If you cannot attend the meeting, please complete the Proxy and fax it to (317) 885-2462. Please make sure it is received before November 7th, 2005 so your vote will be counted at the November 9th, 2005 Meeting. If you have any questions please feel free to contact any of your Board Members or Affordable HOA at 885-7462.

If you would like to 'make a difference' & have approximately an hour a week to dedicate to the community, then please apply to become a member of the Board of Director for 2006. During 2005, there were FOUR residents that took care of all situations & requirements for 205 homes. The more homeowners that offer to assist, the easier the function. All residents of Sungate are encouraged to attend this meeting

## 2006 Dues

Immediately following Thanksgiving 2005, Affordable HOA will be mailing out the invoice for the 2006 dues. The dues for 2006 will increase by 5%, bringing the 2006 dues to \$106.40 per household. Please note that the DUE DATE for the payment of the FULL \$106.40 is midnight 1/31/2006

All household who have NOT paid their FULL \$106.40 by 2/1/2006 will be handed over to the attorneys for collection

## 2006 Dues (Continued)

You will ONLY receive the initial invoice that is to be posted after Thanksgiving. There will be NO reminders!!! It cost YOU, the homeowner, almost \$1.00 to have anything mailed to a household within Sungate. In an attempt to keep costs to a minimum, the Board of Sungate has budgeted minimal expense for postage & reproduction.

Additionally, effective 2/1/2006 all households that are turned over to the Attorney will be done so with LATE CHARGES, calculated at 1% (\$1.06) PLUS a \$20.00 PER MONTH late fee. This is per the "Rules & Regulations" that can be viewed on the Sungate web site ([www.sungatehoa.org](http://www.sungatehoa.org)) clicking on "Architectural Improvements" / "Rules & Regulations" / "Article V" / "Section 2". The above late fees EXCLUDE the charges that will be incurred from the attorney.

At the beginning of 2005, the Board experienced 35% (71 Households) who were delinquent in the payment of their 2005 dues. At the time of writing this newsletter, this number is now at 15 homes. This was a result of homeowners being turned over to the attorney, where the average homeowner was then faced with a bill of +/- \$400.00!!!

For the 15 homeowners that still remain in default, these homeowners have been taken to court & where the homeowner failed to appear in court, a "Body Attachments" (A sheriff will be dispatched to the homeowners home to arrest the homeowner) have been issued against some of these delinquent homeowners.

People, if you attend the Annual General Meeting you will understand where the \$106.40 of YOUR money goes. ALL Board Members are VOLUNTARY & receive NO compensation for their time. YOUR money is spend on such things as snow removal / lighting / mowing of the common areas / treating of the ponds for algae. The 2006 budget ENSURES that these services and many more are made available to YOU, the resident of Sungate. However, the budget is based on the fact that ALL 205 households will pay their portion (\$106.40) of the annual bill, for the services

## Covenant Changes

The Board would like to amend some of the covenants, in the interest of the community. A copy of the proposed covenant changes is attached. At the Annual General Meeting, you will be asked to vote "For or Against" each of the proposed covenant changes.

## Things to Expect

Through the diligent management of YOUR money & competitive bidding of some of the services that Sungate require throughout the year, the Board of Directors are please to announce that two additional street lights will be added to Mars Drive / Sun Court & Jupiter Drive. The locations have already been marked & the new streetlights are expected to be in place & operational by December 2005. It is hoped that the addition of these lights will deter the level of crime currently being experienced with Sungate.

Many residents of Sungate have expressed their concern about the lack of regard that some residents have for Stop Signs & the general speed within Sungate. The Board of Directors have been in contact with the Sheriff's department which have resulted in sheriff's patrolling Sungate / Glenwoods & HAVE issued tickets to violators. The cost for "blowing" a Stop Street is \$150.00!!! Please be advised that the Board have requested INCREASED patrolling of Sungate streets with a view of ensuring that Stop Streets & the general speed limit IS observed.

One of the BIGGEST investments that YOU have made is in the house that you have purchased. Please make note of the Crime Watch Meeting & Annual General Meeting dates & PLEASE do attend. We would love to meet you & hear from you!

Finally, if you have not yet registered as a member of the Sungate website, please do so by logging onto [www.sungatehoa.org](http://www.sungatehoa.org). This is a FREE service to all residents of Sungate & is an efficient, cost free means for the Board of Directors to communicate with YOU & for you to communicate with the Board.

Sincerely

Paul Rees – President – Sungate Homeowners Association  
[paul@sungatehoa.org](mailto:paul@sungatehoa.org)

Affordable H.O.A. Management Services, Inc.  
Sungate Homeowners Association  
5208 Commerce Square Drive ~ Suite D ~ Indianapolis, IN 46237  
Phone: (317) 885-7462 Email: [Judy@Affordable.com](mailto:Judy@Affordable.com) Fax: (317) 885-2462

## PROXY

Sungate Homeowners Association, Inc, with the execution of the Proxy, the undersigned,

\_\_\_\_\_  
(Homeowners Name Printed)

having acquired title for the address of: \_\_\_\_\_  
(Property Address)

in the Sungate subdivision, and pursuant to the code of By-laws, names and appoints:

\_\_\_\_\_ (or leave blank for the President of the Board of

Directors to vote) as their Proxy and Attorney in Fact to act as the voting representative

of the undersigned and to vote on any and all matters which come before the Annual

Meeting of the Members of Sungate Homeowners Association, Inc. This Proxy

shall terminate upon conclusion of the Annual Meeting on this 9th day of November, 2005.

This Proxy will be opened and registered with the Secretary at the Annual Meeting. It must be received by the Secretary or the Management Company no later than 5:00 PM on November 07, 2005. The proxy can be faxed to (317) 885-2462 or mailed to: Sungate Homeowners Association, 5208 Commerce Square Drive, Suite D ~ Indianapolis, IN 46237.

\_\_\_\_\_  
Signature and Date

Affordable H.O.A. Management Services, Inc.  
Sungate Homeowners Association  
5208 Commerce Square Drive ~ Suite D ~ Indianapolis, IN 46237  
Phone: (317) 885-7462 Email: [Judy@Affordable.com](mailto:Judy@Affordable.com) Fax: (317) 885-2462

## NOMINATION FORM FOR BOARD MEMBERS

CANDIDATE MUST BE A HOME OWNER IN GOOD STANDING AND  
MUST SIGN THIS FORM CONSENTING TO SERVE IF ELECTED

THE UNDERSIGNED HEREBY REQUEST THE NOMINATION OF THE FOLLOWING HOME OWNER AND RESIDENT TO BE A MEMBER OF THE BOARD OF DIRECTORS WHICH IS TO BE ELECTED AT THE NEXT ANNUAL MEETING OF THE VOTING MEMBERS OF THE ASSOCIATION:

NAME OF OWNER NOMINATED: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

STATEMENT FOR SPECIAL INTEREST, ABILITIES AND POTENTIAL CONTRIBUTIONS TO THE ACTIVITIES AND FUNCTIONS OF THE BOARD  
(Use back if necessary):

\_\_\_\_\_  
HOME OWNERS MAKING THIS NOMINATION (You may nominate yourself)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

### CONSENT OF NOMINEE

I, the above nominee, consent to the nomination and agree to serve if elected.

\_\_\_\_\_  
Signature of Nominee (Nominee must sign above consent for the Nomination to be Valid)

FORM MUST BE RECEIVED BY AFFORDABLE HOA MANAGEMENT PRIOR TO NOVEMBER 7, 2005 TO BE INCLUDED ON THE WRITTEN BALLOT

# **ROUGH DRAFT**

## **SUNGATE SUBDIVISION**

### **SUNGATE HOMEOWNERS ASSOCIATION, INC.**

## **PROPOSED COVENANT AMENDMENTS**

The Board of Directors of the Sungate Homeowners Association, Inc. is proposing Amendments to the following Plat Covenants and Restrictions for the various sections of the Sungate subdivision:

1. Plat Covenants and Restrictions for Sungate, Section 1, dated February 19, 1997, and recorded on September 10, 1997, as Instrument # 1997-0126512, in the Office of the Recorder of Marion County, Indiana.
  2. Plat Covenants and Restrictions for Sungate, Section 2, dated September 4, 1998, and recorded on December 2, 1998, as Instrument # 1998-0212198 in the Office of the Recorder of Marion County, Indiana.
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## PLAT COVENANTS AND RESTRICTIONS

### SECTION 9

#### CURRENT WORDING, Section 9

9. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or unenclosed storage sheds or tool sheds shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the development of the Subdivision or construction of a residential building on the Real Estate, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

#### PROPOSED AMENDED SECTION 9

9. ACCESSORY BUILDINGS, SHEDS, AND MINI-BARNs – Accessory Buildings, Sheds, Mini-Barns or other similar storage structure or device must be approved in writing by the Architectural Review Committee (Committee) prior to being erected, constructed or placed on any Lot in the development. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee. Such application shall include the plans and specifications for the proposed accessory building, shed or mini-barn, including the plot plan indicating all current improvements on the Lot and showing the exact location on the Lot where the accessory building, shed or mini-barn will be located. The plans shall also set forth the color and composition of all exterior materials to be used for the accessory building, shed or mini-barn. The application must also include all required permits issued by the City of Indianapolis or any other applicable agency. Failure to obtain and attach a copy of the proper government permits will result in the automatic disapproval of the submitted application, and no variance to this requirement is permitted. Trailers, shacks, unenclosed structures, and other forms of accessory outbuildings are strictly prohibited, and no variance of this exclusion is permitted.

The maximum dimensions for any accessory building, shed, or mini-barn in the development shall be ten feet (10') in width, and twelve feet (12') in depth, and ten feet (12') in height (10'W x 12'D x 12'H). While a variance to this size requirement may be granted by the Committee, under no circumstance may a variance approve an accessory building, shed, or mini-barn larger than twelve feet (12') in width, and fourteen feet (14') in depth, and twelve feet (12') in height (12'W x 14'D x 12'H). Accessory buildings, sheds or mini-barns shall be placed no closer than five feet (5') from the rear and side property lines and shall not be situated forward of the furthest forward rear corner of the

residence located on the same Lot as the accessory building, shed or mini-barn. All accessory buildings, sheds or mini-barns should have adequate ventilation, hinged doors, and there shall be no electricity in it. All accessory buildings, sheds or mini-barns are to be constructed from wood or other approved materials; with the exception that aluminum or other metal accessory buildings, sheds or mini-barns are strictly prohibited on any Lot in the subdivision. No variance allowing any aluminum or other metal accessory building, shed or mini-barn is permitted. All accessory buildings, sheds or mini-barns shall have a gable or gambrel style roof. The exterior color of any accessory building, shed or mini-barn shall match or be consistent with the exterior appearance of the residence, and shall have the same color and style of roofing shingle. (For example, a home that is white with green trim and black roof may have a shed that is white with a black roof or white with green trim and black roof, but it cannot have a shed that is entirely green or that has a brown, tan, green or red roof.) No items, including implements, tools, signs, displays, etc., may be hung, stored, displayed or affixed to, or placed or stored along the outside of, the exterior of any accessory building, shed or mini-barn either permanently or temporarily. Construction or installation of the accessory building, shed or mini-barn shall be completed within 30 days of the Committee's approval date and in the manner approved by the Committee.

The Committee retains the authority to adopt or pass further rules, regulations and guidelines regarding the requirements, procedures and enforcement of this covenant. The Committee also retains the authority to require an applicant to obtain written permission or approval of any or all of the Applicant's adjacent neighbors before issuing a final decision on the architectural application. Unless otherwise stated or limited in this covenant, the Committee retains the authority to grant a variance to the requirements of this covenant, or to any rule or regulation issued pursuant to this covenant, but said variance will only be considered and ruled upon after written application for the variance is made to the Committee. Any variance request that is not ruled upon in writing within thirty (30) days from the date the request was received by the Committee is automatically deemed denied.

If said construction or installation is not completed within the thirty (30) day construction period, or if the accessory building, shed, or mini-barn fails to meet the specifications approved by the Committee, then the Committee shall consider the accessory building, shed, or mini-barn to be in violation of the Declaration of Covenants and the Committee may withdraw any previously issued approval of the project and/or may seek injunctive relief to have the accessory building, shed, or mini-barn removed from the Lot or brought into compliance with the approved plans. If injunctive action is taken due to the Owner failing to meet the specifications of the application that was approved by the Committee, or because the project was not completed within the requisite thirty (30) day period, the Lot owner shall be prohibited from claiming equitable estoppel or any other affirmative defense to said injunctive action and shall be responsible for all expenses, including reasonable attorney fees and costs, incurred by the Association to gain compliance with this covenant.

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The purpose for this amendment is to create a provision allowing ALL sections within Sungate to have a storage barn, while clearly and thoroughly setting forth the main requirements for such structures. According to Section 29 of these Plat Covenants and Restrictions, this amendment must be approved by a total of sixty-seven percent (67%) of all current Owners within all combined sections of Sungate (the subdivision as a whole).

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## SECTION 12

### CURRENT WORDING, Section 12

12. VEHICLE PARKING. No camper, motor home, truck, trailer, boat snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

### PROPOSED AMENDMENT to Section 12

12. VEHICLE PARKING. No camper, trailer of any kind, mobile home, recreational vehicle, boat or jet-ski, truck, bus, dune buggy, race car or other similar vehicles of any kind may be parked in the Sungate subdivision unless such vehicle or trailer is kept in an enclosed garage and out of public view. For purposes of this provision, the term "truck" does not include pickup trucks up to one (1) ton, full size vans and/or sport utility vehicles. No vehicles of any kind may be parked for any length of time on any portion of the grass, yard, or other non-paved portion within the Sungate development. No commercial vehicles, semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles shall be permitted in the Sungate subdivision. Vehicles that display company logos or advertisements must be parked in the driveway or garage of the residence only; with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, routine home maintenance or health care services. No inoperative, disabled or unlicensed vehicle shall be parked, stored, or repaired anywhere in the Sungate subdivision in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair unless such repairs are done in an enclosed garage. No vehicle may be parked or stored on any street within ten foot (10') of any driveway or mailbox. Any vehicle parked or stored on any street or common area within the Sungate subdivision in violation of any of the above rules or prohibitions shall be subject to towing at the discretion of the Association, and any expenses incurred by the Association for said towing shall be born by the owner of the vehicle thereof, including any collection costs, attorney fees or expenses.

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This amendment clarifies the definition of "truck" so that certain common vehicles of today, such as pickup trucks (up to a Ford F350 or GM 3500), mini-vans or custom vans, and SUV's, are not prohibited under the older, generic term "truck". The amendment clearly prohibits semi trucks from parking in the subdivision, a prohibition necessary to prevent large trucks from clogging the streets in the neighborhood and preventing an unattractive sight. The amendment also allows vehicles with company logos to be parked in the driveway, a change designed to

accommodate Owners in the neighborhood who need to drive company vehicles as part of their job. The amendment also builds in a towing provision for the benefit of the Association, but only for violations occurring on streets and common areas, not vehicles parked in driveways or private property. The amendment does not prohibit cars from parking on the street, but the ten foot (10') setback provision for street parking is put in the amendment with the intent to limit the number places cars can park on the street, especially because of ongoing complaints regarding vehicles parked on the street in front of mailboxes that hinder or prevent mail delivery.

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**PLAT COVENANTS AND RESTRICTIONS**  
**SECTION 13**

**CURRENT WORDING, Section 13**

13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

**PROPOSED AMENDMENT to Section 13**

13. SIGNS. No signs of any kind shall be displayed to the public view on any Lot without the prior written approval of the Committee, except that one sign of not more than six (6) square feet may be displayed on a Lot at any time without prior approval of the Committee for the purpose of advertising a property for sale. Temporary signs displayed no longer than twenty four (24) hours for the purpose of celebrating a birthday, anniversary, or other special occasion, or identifying the home as a location conducting a garage or yard sale, may be displayed without the prior written approval of the Committee. Signs promoting a political candidate may be displayed on a Lot if the sign is not larger than six (6) square feet and is not displayed more than three (3) weeks prior to the primary or election date and is removed within one (1) day following the primary or election date. The Committee reserves the right to enter upon any Lot and remove any sign that is displayed longer than the specified time periods set forth in this section. All other signs are subject to rules and regulations as adopted by the Architectural Review Committee, except that under no circumstances shall signs advertising a business, or containing lewd or provocative speech be displayed or permitted on any Lot in the Subdivision.

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This amendment allows some flexibility to the sign limitations of the original covenant by allowing an Owner to display temporary signs in situations involving garage sales, parties, graduations, holiday gatherings, and elections for public office. The only signs expressly prohibited are business signs and offensive signs.

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**PLAT COVENANTS AND RESTRICTIONS**  
**SECTION 15**

**CURRENT WORDING, Section 15**

15. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon.

**PROPOSED AMENDMENT to Section 15**

15. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All trash receptacles and equipment used for the storage or disposal of trash, rubbish, garbage or other waste shall be kept clean and shall not be stored or kept on any Lot in open public view, except on scheduled waste collection days. All trash, rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon. Trash receptacles, trash bags and/or other items placed outside for regular trash collection may not be placed on the curb side earlier than dusk the night before the scheduled trash pick up, and trash receptacles must be removed from public view by dusk of the trash collection day.

No trash, rubbish, garbage or other waste, including, but not limited to, grass, leaves and branches, may be dumped, abandoned or placed on any common area in the development. Any Owner responsible dumping or abandonment of waste in the common areas shall reimburse the Association for any costs or expenses incurred by the Association in cleaning up or removing said waste.

All firewood shall be kept neatly stacked and a minimum of eighteen inches (18") off the ground. Firewood shall be kept or stored in the rear yard of the home or along the side of a home, but wood may not be stored forward of the front corner of the home, in the front yard or in the driveway of any Lot. Tarps or coverings for stored wood shall be a solid brown, tan, black or hunter green color and shall be securely fixed so that it only partially covers the wood stack or blows in the wind.

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The Association has received complaints regarding trash cans being left out on the curb or in open view, and this amendment clearly spells out the responsibilities of Owners regarding their trash cans and firewood.

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**PLAT COVENANTS AND RESTRICTIONS**  
**SECTION 20**

**CURRENT WORDING, Section 20**

20. ANTENNA AND SATELLITE DISHES – No outside antennas, poles, masts, towers or satellite dishes shall be permitted in the subdivision.

**PROPOSED AMENDMENT to Section 20**

20. ANTENNA AND SATELLITE DISHES – In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), members may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and “diameter” is the distance measured across the widest part of the dish. The Committee reserves the right to require members to put screening around the dish to hide it from view, or to cover or paint the dish to make it more acceptable in appearance to its surroundings, but only if these changes can be made without making it too expensive or difficult to install the dish or hinder its reception. The Committee also reserves the right to specify a preference order of places to install the dish, so long as the preferences do not make it too expensive or difficult to install the dish or hinder its reception. Other antennae or devices, such as towers, masts or radio antennae that are not covered by the OTARD rule, must receive prior written approval of the Committee before being installed on any Lot. The Committee also retains the authority to adopt additional reasonable rules and regulations regarding the permitted styles, sizes, number, installation and placement of satellite dishes and other reception devices, so long as these rules and regulations are consistent with current federal, state and local laws.

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This amendment is being proposed to bring the Sungate satellite dish provision into compliance with the Federal Telecommunications Act OTARD rule. The current provision violates federal law by totally banning satellite dishes. Because technology is constantly changing, the provision allows the Committee to adopt rules and regulations regarding shapes, styles, colors and number of dishes, but it also assures that any rule or regulation adopted by the Committee is compliant with all current applicable laws.

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**PLAT COVENANTS AND RESTRICTIONS**  
**SECTION 22**

**CURRENT WORDING, Section 22**

22. FENCING. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

**PROPOSED AMENDMENT to Section 22**

22. FENCING All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air. No fence shall be erected in or extend into any Landscape or Mounding Easements. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property.

Any fencing permitted to be used in the Subdivision must be wooden; black vinyl coated chain link; black wrought iron; or white, tan or brown plastic PVC-style material. Metal, wire, or uncoated chain link fencing, except for black wrought iron, is strictly prohibited in the subdivision. No fence higher than six foot (6') is permitted in the subdivision, except in cases where a property slopes or slants such that a taller fence is necessary to ensure privacy, in which cases fencing up to eight foot (8') in height may be approved by the Committee. Fencing is also subject to height limitations imposed on certain Lots by Marion County Ordinance.

No fencing shall extend forward of the front face of the dwelling. The finished side of all privacy style fences shall be displayed outwardly, or to the exterior of the fence or Lot, and shall not be turned so that the finished side of the fence is facing in toward the residence or yard contained inside of the fence. Any Owner(s) on adjoining, or neighboring, Lots that wish to erect any fences that are to be connected, joined or shared, on one or more sides, by those Lots must submit in writing a request for approval for such adjoining fence signed by each Owner of a Lot where the adjoining fences will be placed or maintained. This request must be included with the written architectural request submitted to the Committee.

All fences that are not to be adjoined, or connected, to neighboring fences shall be set back a minimum of eighteen inches (18") from each Lot line, and they must also meet any regulations and/or set back requirements for fences as established by Marion County Ordinance or as set forth in any other covenant within the Sungate Plat Covenants or the Declaration of Covenants. This amendment shall not be applied retroactively from the date it is recorded except in situations where a violation of local ordinance is involved.

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This amendment expands the permitted types of fencing allowed in Sungate, while at the same time establishing certain limitations on the location or installation of the fencing. The amendment also addresses situations where neighbors wish to join their fences and establishes a proper setback for fencing that is not joined to allow for mowing between the neighboring fences. The Amendment also allows for slightly taller fencing on Lots that slope downward.

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**BONUS AMENDMENTS**  
SUGGESTIONS FOR OTHER POSSIBLE AMENDMENTS

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**PLAT COVENANTS AND RESTRICTIONS**  
**SECTION 11**

**CURRENT WORDING, Section 11**

11. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

**PROPOSED AMENDMENT to Section 20**

11. PETS AND NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. All pets shall be taken outdoors only under leash or other proper restraint and only while attended by its Owner, and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Areas, caused by his or her pet. The Owner shall be responsible for the cleaning of any Common Area made dirty by his pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. The tethering of pets in any area outside the Owner's home does not constitute "attended". No kennels or dog runs of any kind shall be permitted on any Lot in the subdivision. No pets shall be allowed that create a nuisance, including but not limited to, odor and unreasonable noise to any other Owner or resident. The Association may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Association, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon ten (10) days' written notice from the Association to the respective Owner. The appropriate governmental authorities shall have an easement across the Property to enforce any federal, state or local animal control laws.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a nuisance, annoyance, inconvenience or create damage to any other Owner or resident in Sungate subdivision, including, but not limited to, noise by the use of loud speakers, electronic equipment, amplifiers or other equipment or machines, animal barking or noises, loud individuals or people, and any objectionable odors.

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This amendment is designed to guide residents in handling and overseeing their pets when taken outdoors. These changes follow or closely resemble current ordinance requirements. It clearly adds a “noise” provision to handle situations where an Owner has a noisy and disturbing animal contained outside (i.e. loud barking dogs or threatening dogs roaming loose in the neighborhood).

The amendment also better defines actions to be considered a nuisance, such as loud music or animals.

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**PLAT COVENANTS AND RESTRICTIONS**  
**SECTION 21**

**CURRENT WORDING, Section 21**

21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

**PROPOSED AMENDMENT to Section 20**

21. AWNINGS. Awnings, patio covers, covers, overhangs or other similar structures shall be of a retractable nature, or permanently mounted or affixed to the residence on the Lot; shall not extend beyond the rear corner of the home, whether it be toward the front or side of the home; shall be made from nylon, canvas, or other material approved by the Committee, and shall be kept or maintained in proper working order. All awnings, patio covers, covers, overhangs or other similar structures shall be of a color and style consistent with and/or matching the color and style of the exterior of the home to which it is attached. No awnings, patio covers, covers, overhangs or other similar structures constructed of metal, wood, or fiberglass, with the exception of support framing for said awning, patio cover, cover or overhang, shall be permitted, erected or situated on any Lot in the Sungate Subdivision. Before any awning, patio cover, cover, overhang or other similar structure may be erected, constructed or placed on any Lot, the Owner shall submit a written request for the awning or cover and receive written approval for the awning or cover from the Committee.

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The purpose of this amendment is to allow retractable awnings and patio covers in the subdivision. Currently, all awnings and patio covers are prohibited.

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