

PROPOSED AMENDMENT #4

Allow for the Keeping of One Trailer Outside of Enclosed Space

This proposed amendment modifies the current covenant which prohibits the parking of all trailers on any lot outside of an enclosed space (i.e., garage or ancillary building). It also extends the time allowed for an owner to park a trailer on an undeveloped lot during the construction of a residence and adds a provision to allow an owner's guest to stay on their lot in a "temporary residence". The proposed amendment accomplishes this by modifying the current covenant (Article V. Section f. Temporary Residences) which contains these restrictions and adding a new section specifically to address trailer parking. The current covenant and proposed amendment are as follows:

Current Covenant:

Section f. Temporary Residences. No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. Exceptions may be granted by the Association for a period not to exceed one hundred twenty (120) days during construction of a permanent residence by the owner on his Lot. Except for the above exception, no trailers of any type shall be placed or kept on any Lot unless such trailer is in an enclosed garage.

Proposed Covenant Amendment:

Article V, Section f. of the Stagecoach Declaration of Covenants, Conditions and Restrictions shall be amended in its entirety to read as follows:

Section f. Temporary Residences. Except as otherwise provided in the Section f., no structure of temporary character, mobile home, motor home, camper (on or off supporting vehicles), boat, trailer, tent, teepee, yurt or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any Lot.

1. Temporary residence during construction. After issuance of a building permit to construct a residence on a Lot, and upon receipt of written approval from the Association, a Lot Owner may use not more than one (1) motor home, camper (vehicle mounted or towed), tent, teepee or yurt located on the Lot as a temporary dwelling, during the active construction of the Residence, for a period that does not exceed one hundred eighty (180) days.
2. Temporary residence for guests. The Owner of a Lot upon which a Residence is located may use a motor home, camper (vehicle mounted or towed), tent teepee or yurt located on the Lot as a temporary dwelling for guests provided that such use does not exceed twenty-one (21) days per year.

AND

A new "Section r." shall be added to Article V of the Stagecoach Declaration of Covenants, Conditions and Restrictions as follows:

Section r. Trailer Parking/Storage. Except as otherwise provided in this Section r., no trailers of any type, including but not limited to, mobile homes, campers, cargo, box, flatbed, and boat, the primary use of which is recreational, sporting, or commercial, shall be parked or stored on, or about any Lot unless completely contained within a garage or ancillary building.

For Lots with an existing residence, one (1) trailer whose purpose is sporting or recreational may be parked outside of an enclosed space provided it is parked in the driveway or to the side or rear of the residence. If the topography of the Lot does not allow the parking of the trailer as identified above, then the Owner must obtain approval of the parking location from the Association.