


Holiday Island

Suburban Improvement District

110 Woodsdale Drive
Holiday Island, AR 72631
(479) 253-9700
hisid@holidayislandark.org

TO: HISID Board of Commissioners

FROM: Kevin Crosson, District Manager 

DATE: August 13, 2010

SUBJ: *District Involvement in Protective Covenant Enforcement*

It has been suggested that the Board hold a discussion to re-visit the District's involvement in effectuating the enforcement of protective covenant violations contained in the *Declaration of Reservations* attached to each Holiday Island property unit. The enforcement of protective covenant violations is, by law and agreement, under the jurisdiction of the Holiday Island Planning Commission. The District has, however, over the years, sought to assist in specific enforcement actions as a property owner in each unit.

In 2002, after much public discussion, the Board of Commissioners adopted Regulation No. 32 and signed an agreement with the Holiday Island Planning Commission (see Attachment #1 with supporting documentation), which provides the District Board of Commissioners the ability to join with the HIPC in civil litigation for specific covenant violations. Since adoption of the regulation, the Board authorized participation in joint litigation against six (6) property owners. Of the six, only two suits were actually filed. The Board has not been requested to join in litigation since 2006.

The Holiday Island Planning Commission routinely considers complaints filed by property owners for a variety of violations. Once a complaint is filed, HIPC will verify the conditions of the complaint, and will then send a letter to the violating property owner asking for remediation in a 30-day time period. This letter generally produces compliance in the majority of cases. Litigation is only considered as a last resort, mostly depending upon the nature of the violation. Some of the most common violations that complaints are filed for include trash and debris in yard, wrecked vehicles with expired tags, and storage of boats and/or motor homes unscreened from the road.

Animal control (pets) violations are another area that complaints have been filed for with mixed results. The two most common animal complaints involve vicious dogs running loose and excessive numbers of dogs. The majority of the *Declaration of Reservations* for Holiday Island units have restrictions regarding animals, with some variation of the following statement:

"No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept in quantities which create an annoyance or nuisance to the neighborhood."

Only three unit covenants (Units 1, 8 and 9) additionally require that "pets shall be restrained on leashes when outside."

When violations are brought to the District's attention, staff encourages complainants to file the grievance directly with HIPC. On occasion, the District (since adoption of Regulation No. 32 in 2002) will file a complaint for covenant violations with HIPC when no owner in the respective property unit steps forward to file a complaint, and the violation creates a significant safety hazard or nuisance to the public. In addition, the District periodically mails a notice to the real estate community (see Attachment #2), which outlines signage rules adopted by both HIPC and HISID; staff will also periodically remove signage in District rights-of-way.

While it may be possible to expand the District's efforts in reporting violations to the Planning Commission, it will be important to remember that a suburban improvement district has no legislatively-enacted role in protective covenant enforcement. Attachment #3 is a copy of the *Declaration of Reservations* for Unit 1, and is provided as an example for your information for discussion purposes.

Please feel free to contact me at your convenience with any questions or comments regarding this issue. Thank you.

REGULATION No. 32

A REGULATION PROVIDING FOR THE ENFORCEMENT OF THE RESTRICTIVE COVENANTS AS SET FORTH IN THE DECLARATION OF RESERVATIONS FOR HOLIDAY ISLAND UNITS

On this 23rd day of September, 2002, at a regular meeting of the Board of Commissioners of the Holiday Island Suburban Improvement District, the Board of Commissioners does hereby resolve to adopt, establish and promulgate the following regulation to assist in the enforcement of the protective covenants in the Declaration of Reservations for each unit, the same to take effect and be given full force on this date.

WHEREAS, the Holiday Island Suburban Improvement District Board of Commissioners recognizes that the enforcement of the protective covenants is in the best interests of the entire Holiday Island Community; and

WHEREAS, the Holiday Island Suburban Improvement District Board of Commissioners recognizes that diligent enforcement of these protective covenants requires significant expense by the Holiday Island Planning Commission; and

WHEREAS, in order to best serve the residents of Holiday Island, the Holiday Island Suburban Improvement District Board of Commissioners desires to assist the Planning Commission with the enforcement of these protective covenants; and

WHEREAS, the Holiday Island Suburban Improvement District Board of Commissioners desires to codify this assistance in the form of a regulation.

The Holiday Island Suburban Improvement District Board of Commissioners does hereby resolve as follows:

- I. Holiday Island Planning Commission will attempt to resolve all issues involving violations of the protective covenants without the necessity of litigation.
- II. The Holiday Island Suburban Improvement District reserves the right, as a property owner, to file complaints with the Holiday Island Planning Commission regarding individual protective covenant violations.
- III. In the event Holiday Island Planning Commission is unable to effectuate a satisfactory resolution to the violation of the covenants, the District Manager of the Holiday Island Suburban Improvement District may receive a request from the Holiday Island Planning Commission to join in civil litigation to enforce the protective covenants in the Declaration of Reservations. The Board of Commissioners of the Holiday Island Suburban Improvement District shall vote on the request. Upon an affirmative vote, the District will join the litigation as co-plaintiff in any suit and pay one-half of all costs associated with the enforcement of the protective covenants.

IV. Should Holiday Island Suburban Improvement District Board of Commissioners vote to participate in the litigation, both parties agree to equally share all costs (including litigation costs) necessary to prosecute and conclude the litigation.

V. Once the parties have joined efforts to prosecute the litigation, a majority vote of a quorum of Holiday Island Planning Commission and a majority vote of HISID Board of Commissioners shall be required to effectuate a settlement or other termination of the litigation.

VI. All resolutions and regulations in conflict herewith following the effective date are hereby superceded.

VII. It is found by the Board of Commissioners of the Holiday Island Suburban Improvement District that an emergency is hereby declared to exist, and that this regulation being necessary for the efficient operation of the District's affairs, shall take effect and be in full force from the date of its passage and approval.

PASSED AND ADOPTED, by the Board of Commissioners, Holiday Island Suburban Improvement District, this 23rd day of September, 2002, to be in full force and effect from and after the date indicated above.

Kenneth E. Mill
Chairman, Board of Commissioners

ATTEST:

Boye William
Secretary, Board of Commissioners

Prepared by:

Tom C. Morris, III
MORRIS & BUTLER, P.A.
413 Town Center East
Bella Vista, AR 72714

**AGREEMENT
BETWEEN
HOLIDAY ISLAND PLANNING COMMISSION
AND HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT
REGARDING THE ENFORCEMENT OF PROTECTIVE COVENANTS**

THIS AGREEMENT is made as of this 30th day of SEPTEMBER, 2002, by and between Holiday Island Planning Commission ("Commission") and Holiday Island Suburban Improvement District ("HISID").

WITNESSETH:

WHEREAS, Holiday Island Planning Commission and Holiday Island Suburban Improvement District desire to enter into the following agreement, which shall be effective until revoked in writing by at least one of the parties:

- I. In accordance with the terms set forth in Regulation No. 32, passed on the 23rd day of September, 2002 by the Holiday Island Suburban Improvement District, Holiday Island Planning Commission and Holiday Island Suburban Improvement District desire to enter into an agreement concerning the enforcement of the Restrictive Covenants set forth in the Declaration of Reservations for each unit within Holiday Island.
- II. Holiday Island Planning Commission will attempt to resolve all issues involving violations of the protective covenants without the necessity of litigation.
- III. The Holiday Island Suburban Improvement District reserves the right, as a property owner, to file complaints with the Holiday Island Planning Commission regarding individual protective covenant violations.
- IV. In the event Holiday Island Planning Commission is unable to effectuate a satisfactory resolution to the violation of the covenants, the Commission may request that HISID join with the Commission in any necessary litigation designed to enforce the protective covenants.
- V. Should HISID Board of Commissioners vote to participate in the litigations, both parties agree to equally share all costs (including litigation costs) necessary to prosecute and conclude the litigation.
- VI. Once the parties have joined efforts to prosecute the litigation, a majority vote of a

quorum of Holiday Island Planning Commission and a majority vote of HISID Board of Commissioners shall be required to effectuate a settlement or other termination of the litigation.

VII. This agreement has been ratified by a majority of members of the Holiday Island Planning Commission and a majority of members of the Holiday Island Suburban Improvement District Board of Commissioners.

HOLIDAY ISLAND SUBURBAN
IMPROVEMENT DISTRICT BOARD OF
COMMISSIONERS

BY: Kenneth E. Mell
Chairman

ATTEST:

BY: Boye Willson
Secretary, Board of Commissioners

HOLIDAY ISLAND PLANNING COMMISSION

BY: William B. Sauer
Chairman

Holiday Island

Suburban Improvement District

110 Woodsdale Drive
Holiday Island, AR 72631
(479) 253-9700

TO: HISID Board of Commissioners
FROM: Kevin Crosson, District Manager *KAC*
DATE: August 16, 2002
SUBJ: *District Involvement in Protective Covenant Enforcement*

As you know, the Board of Commissioners have had a number of discussions about defining a role for the District in protective covenant enforcement. While no clear consensus has yet emerged from those discussions, I do believe that there is a majority view that the District should play some part in ensuring that the protective covenants of Holiday Island are being followed.

We have established that the Holiday Island Planning Commission is chartered, through the covenants, with the responsibility of enforcing the specifics of the covenants. It has also been reasonably established that HISID is a property owner (through its ownership of lots, parcels and rights-of-way), with legal rights the same as any other property owner in Holiday Island. The District has a legally defensible position to be involved in enforcement and, if necessary, compel compliance through civil litigation.

Below, I have outlined what could be considered as "the spectrum" of possible strategies that the District could consider.

Option 1 - Full Involvement

1. Develop non-compliance checklist and establish priority violations (HISID staff, BOC);
2. HISID staff compile listing of violations, take and investigate violation complaints from public (HISID staff);
3. Send letters requesting compliance (HISID staff, District Attorney);
4. Follow up to verify compliance (HISID staff);
5. Civil litigation to enforce compliance (HISID staff, District Attorney).

Option 2 - Partial, Shared Involvement

1. Develop non-compliance checklist and establish priority violations (HISID staff, BOC, HIPC);
2. HISID staff compile listing of violations, take and investigate violation complaints from public (HISID staff);
3. Forward listing to HIPC to send letters requesting compliance (HISID staff, HIPC);
4. Follow up to verify compliance (HISID staff);
5. Joint civil litigation to enforce compliance (HISID staff, District Attorney, HIPC).

Option 3 - Partial, Shared Involvement

1. Develop non-compliance checklist and establish priority violations (HISID staff, BOC, HIPC);
2. Public Awareness Program (HISID staff, BOC, HIPC, volunteer Group);
3. Compile and prioritize listing of violations, take and investigate violation complaints from public (Volunteer group);
4. Forward listing to HIPC to send letters requesting compliance (HISID staff, HIPC);
5. Follow up to verify compliance (Volunteer Group);
6. Joint civil litigation to enforce compliance (HISID staff, District Attorney, HIPC).

Option 4 - Limited Involvement

1. Take violation complaints from public (HISID staff);
2. Forward listing to HIPC to send letters requesting compliance (HISID staff, HIPC);
3. Follow up to verify compliance (HISID staff, HIPC);
4. Joint civil litigation to enforce compliance (HISID staff, District Attorney, HIPC).

Option 5 - Limited Involvement

1. Take violation complaints from public (HIPC);
2. Send letters requesting compliance (HIPC);
3. Follow up to verify compliance (HIPC);
4. Joint civil litigation to enforce compliance (HISID staff, District Attorney, HIPC).

You will note that the more involved in the complaint and enforcement process the District becomes, the more the manpower and resources required. In fact, the first two options could not be accomplished with existing staffing.

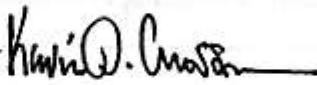
Please let me know if there is any other information that I can provide you to assist in reaching a decision on this matter. Thank you.

Holiday Island

Suburban Improvement District

105 Woodsdale Drive
Holiday Island, AR 72631
(501) 253-9700

TO: HISID Board of Commissioners

FROM: Kevin Crosson, District Manager 

DATE: June 14, 2002

SUBJ: *Discussion on District's Role in Enforcing Protective Covenants as Holiday Island's Property Owner Advocate*

As you know, the Board of Commissioners established as one of our objectives under our 2002 District Goals to determine a way to enforce the various use and appearance codes under the *Protective Covenants* of each Unit. Specifically, the objective states:

"Determine the legality and feasibility of establishing a District-wide set of use and appearance codes for property that would be enforceable."

Because of specific Suburban Improvement District laws, the District currently has no role in that enforcement. The Holiday Island Planning Commission, appointed by the Developer, is the body responsible for addressing the requirements of the *Protective Covenants*. A problem with this current system is that the Planning Commission actually has no enforcement powers. The covenants leave the enforcement, through civil litigation, in the hands of the property owners of the effected Unit.

One possible way that the District could undertake a role in that enforcement would be to act as a "property owner advocate", and pursue remedies for specific violations in each Unit. I have asked Mr. Tom Morris, the District's attorney, to research this matter, and his opinion is attached. As you will see, there is conflicting language in the covenants about the definition of "property ownership". The District certainly does own "parcels" in most Units, but not all. It also owns a number of lots, but in even fewer Units than it does parcels.

We believe that the District can legally act as an advocate for the property owners of Holiday Island in those Units in which it owns lots, and a system and procedure can be developed to accommodate enforcement. I believe we need to discuss this matter in detail to determine if this is the desire of the Board of Commissioners. I have asked Mr. Bill Davis, Chairman of the Holiday Island Planning Commission, to attend the June Worksession to answer any questions that you may have regarding this matter.

Feel free to contact me at your convenience with your questions or comments. Thank you.

MEMORANDUM

To: Kevin Crosson

From: Tom Morris

Date: June 6, 2002

RE: HISID's Standing to Enforce Restrictive Covenants

Generally, courts do not favor restrictions upon the use of land. One proposition is that restrictive covenants are to be strictly construed against limitations upon the free use of property, and all doubts resolved in favor of the unfettered use of the land. Holiday v. Fraker, 323 Ark. 522 (1996). However, the general rule governing the interpretation, application and enforcement of restrictive covenants is that the intention of the parties as shown by the covenant governs. Id. Where there is uncertainty in the language of the covenant, freedom from restriction should be decreed. But where the language of the covenant is clear and unambiguous, the parties will be confined to the meaning of the language employed, and it is improper to inquire into the surrounding circumstances or the objects and purposes of the restriction for aid in its construction. Nevertheless, such strict rules of construction shall not be applied in such a way as to defeat the plain and obvious purpose of the restriction. Id.

The language of the Holiday Island restrictions is "clear and unambiguous." (See Declaration of Reservations, Unit I). Because there is no uncertainty in the restrictive language, there are no doubts to be resolved in favor of the unfettered use of the land, and the intention of the parties should govern. The plain and obvious purpose of the Holiday Island restriction is to prevent the use of land in the Unit in such a way as to damage the property owners of the Unit. The developer's purpose of extending the right to enforce the covenants to "lot owners" is to further the objective that said restrictions are actually enforced.

"Where the whole of a property is put up for sale, but is put up for sale in lots subject to

certain restrictive covenants; then it is a question of fact whether it was or was not the intention that the restrictive covenants should be entered into for the benefit of each of the purchasers as against all others." West v. Anthony, 259 Ark. 474 (1976). Because the language of the Holiday Island restrictions clearly indicates that the covenants are entered into for the benefit of "each and every parcel of land" (Amended Declaration of Reservations, Unit 1, pg. 2) in the Unit, there really is no question of fact as to the intention of the parties.

The Declaration of Reservations states on page 11:

"If any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons *owning any other lots in said property* to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions..." (emphasis added).

Such language clearly and expressly gives "lot owners" the power to enforce the restrictive covenants. We do not want to challenge this assertion. However, we might argue that to confine the language to include only those persons owning "lots" in the Unit, thereby excluding those persons owning *parcels of land* in the Unit, would amount to applying strict rules of construction in such a way as to defeat the plain and obvious purpose of the covenant, which is to further the enforcement of the restrictions. This is especially true where the language of page 2 of the Declaration of Reservations states that the protective conditions are imposed upon the Unit "in favor of each and every parcel of land therein."

In sum, we are arguing that the language of the covenant is clear and unambiguous, and that it is the intention of the parties to impose restrictive conditions upon the land. Because the intentions of the parties are clear, said intentions govern, and there are no doubts to be resolved in favor of the unfettered use of the land. Moreover, the language of the covenant, expressly

gives land owners in the Unit the right to enforce the restrictions against those violating or attempting to violate the conditions. All we are suggesting is that the term "lot" on page 11 of the Declaration of Reservations be extended to include "parcel," which would be consistent with page 2 of said Declaration, in order to uphold the "plain and obvious purpose of the restriction."

If the language cannot be extended or it is determined to be too risky to challenge the clarity of the language in fear that the Court might find the entire covenant to be ambiguous, Holiday Island could purchase a "lot" in each Unit, and thus, be expressly entitled to enforce the restrictions.

Dear Real Estate Agents:

First, let me express Holiday Island Suburban Improvement District's appreciation for your involvement in Holiday Island's success. Holiday Island is a beautiful community, and we look forward to new owners and residents.

Recently, our office has received numerous complaints concerning the placement of temporary signs. This is a friendly reminder of Holiday Island's rules and regulations regarding sign placement.

The *Code of Regulations of the Holiday Island Suburban Improvement District Code, Sec. 20-31. Posting private notices.* states:

Posting or displaying any signs or notices, including but not limited to real estate signs, political signs or advertisements, yard or garage sale signs, or directional signs to sales, meetings, reunions, or other types of gatherings, on district rights-of-way or on district official information signs is prohibited.

The District will remove those signs located on rights-of-way.

In addition, each unit has its own *Declaration of Reservations* concerning sign placement. All the *Declaration of Reservations* are very similar and the following is an example:

B. LAND USE – GENERAL

The following provisions shall be applicable to all property:

1. Advertising:

No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed to remain on any improved or unimproved lots except as follows:

- (a) *one (1) professionally-made unlighted sign not to exceed six (6) square feet in area, advertising the lot for sale, lease, or rent, may be erected and located not nearer than ten (10) feet to the adjoining lot nor nearer than five (5) feet to a street line; and*
- (b) *one (1) temporary sign not to exceed six (6) square feet in area, giving the names of the contractors, engineers, and architects may be erected during the construction period and located not nearer than ten (10) feet to the adjoining lot, nor nearer than five (5) feet to a street line;*

Provided, however, that such signs must be removed within a reasonable period of time after the property is sold, leased, or constructed, as appropriate. A temporary permit for any application to the Committee before such sign may be displayed. The Committee may approve the location of any signs within the front setback of the lot.

The Holiday Island Committee of Architecture in their Resolution #4, approved 4/21/95, further established the following guidelines:

The Committee of Architecture has set the following as reasonable lengths of time:

1. *Real estate sold signs are to be removed within twenty (20) days after close of escrow.*
2. *Builders' signs are to be removed within ten (10) days after obtaining the certificate of occupancy.*
3. *Signs placed by landscaping companies, sub-contractors, and other independent agents are to be removed within ten (10) days of completion of the job.*

It is the responsibility of the party that placed the sign to remove the sign.

The Committee of Architecture has further promulgated the following regulations with regard to real estate signs:

- 1. No signs shall be permitted on the golf course side of lots.*
- 2. No signs on Holiday Island Suburban Improvement District property, easements, or rights-of-way.*
- 3. Open house signs and banners will be permitted, provided all such signs and banners are removed each night.*
- 4. Two signs will be permitted upon lots with frontage on more than one street, provided no more than one sign can be seen from each street.*

Signs not removed in the above time or placed in violation of the covenants or regulations, will be removed by the Committee of Architecture. These signs will be placed at the Suburban Improvement District office. Continued violations by a particular real estate company will result in fines against the company and eventual revocation of privileges.

We appreciate your support of the Declaration and the continued beautification of Holiday Island.

Your cooperation is appreciated and please share this information with your agents.

Sincerely,

Kevin D. Crosson
District Manager

cc: HISID Board of Commissioners
Holiday Island Planning Commission

124-194

AMENDED
DECLARATION OF RESERVATIONS
UNIT 1, HOLIDAY ISLAND
CARROLL COUNTY, ARKANSAS

THIS AMENDED DECLARATION, made this 12th day of December, 1989, by a majority of the Property Owners of Unit No. 1 (hereinafter referred to as "Property Owners"), Holiday Island, Carroll County, Arkansas, as per plat thereof recorded in Red Book A, Page 31, Records of Said County at Eureka Springs in the Western District of Carroll County, Arkansas, and

WHEREAS, the Property Owners desire to subject the lots in said unit to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions").

WHEREAS, Declaration of Reservations were first filed for Unit No. 1, Holiday Island, Carroll County, Arkansas on July 17, 1970, in Deed Book 69, at page 72, in the Records of the Carroll County Recorder, Western District, Eureka Springs, Arkansas, by McCulloch Recreational Properties, Inc., hereinafter referred to as "Declarant", and

WHEREAS, said Declaration of Reservations contains a paragraph authorizing a majority of the Property Owners to change said conditions in whole or in part and, based on said authority set out therein, said Declaration of Reservations are amended to read as set out in this instrument.

FILED FOR RECORD
This 12th day of Dec 1989
at 1:45 o'clock P M
JACKIE BUNCH
CIRCUIT CLERK AND RECORDER
By [Signature] D.C.

124-195

HOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: It is hereby certified and declared that a majority of said Property Owners does hereby amend the Declarations of Reservations for the protection, maintenance, development and improvements of said Unit, that

THIS AMENDED DECLARATION is designed for the mutual benefit of the lots in said Unit and the Property Owners have fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Unit shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Unit and of each owner thereof, and shall run with the land and shall inure to and pass with each such lot and parcel of land in said Unit, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon said Unit as a mutual equitable servitude in favor of each and every parcel of land therein as the dominant tenements.

COMMITTEE OF ARCHITECTURE

DECLARANT has previously appointed a Committee of Architecture, hereinafter sometimes called "Committee", consisting of five (5) persons. Declarant shall have the further power to create and fill vacancies on the Committee until such time as the ownership of records reflects that sixty percent (60%) of said lot ownership is owned by persons other than Declarant as set out in Deed Book 69, Page 72, Western District, Carroll County, Arkansas, when the property owners will have the power to appoint the Committee of Architecture.

IT SHALL be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

THE COMMITTEE shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Amended Declaration of Reservations. The Committee shall make available a copy of this Amended Declaration of Reservations to any and all lot owners upon request.

THE COMMITTEE shall determine whether the Conditions contained in this Amended Declaration are being complied with.

THE COMMITTEE will adopt reasonable rules and regulations in order to carry out its duties.

SAID CONDITIONS ARE AS FOLLOWS:

THAT all of the lots except parcels A through F within this Unit shall be designated as R-1 Single Family Residential Lots and shall be improved, used and occupied in accordance with the provisions set forth under R-1 Single Family Residential Lots of this Declaration;

THAT parcels A through F inclusive shall remain unrestricted until such time as Declarant determines their best possible use and that use is approved by the Committee of Architecture.

THAT Declarant or its successor specifically reserved the right to convey and/or dedicate rights of way and easements: over five (5) feet of all side lot lines and seven and one-half (7 1/2) feet over the rear of each and every lot for public utilities, television and/or communication cables and drainage purposes, EXCEPT on front property line and except where such easements are shown on recorded map. This right shall run with the land for the time herein provided and as may be extended.

A. IMPROVEMENT STANDARDS

1. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design, including exterior color schemes, structural details and the ground location of the intended structure along with a plot plan have been first delivered to and approved in writing by the

Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. All residential structures shall conform to the requirements of the Uniform Building Code as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices.

2. Notwithstanding any other provisions of this Declaration of Reservations, it shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for exceptions to this Amended Declaration. Variations from these requirements and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee.
3. Said Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members of said committee. Said Committee shall be a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part or portion of said Covenants.

