

### Addendums to the Bylaws

The Bylaws below are in addition to the original Silverleaf Covenants and the first set of Bylaws. This is a 2023 addendum to those two documents to provide additional Bylaws and does not override any previous covenants or bylaws.

Please note that the Covenants, original Bylaws, and this Addendum reference both an Executive Committee and Board of Directors – these two entities are the same and will be referred to as Board of Directors (Board) in this Addendum.

#### Section 1 –Exterior/Structural Changes to Units

- i. Owners shall not make changes to the exterior of a unit in such a way that the unit will not conform with the design aesthetic and character of the Silverleaf community. Changes to the exterior of a unit, such as painting, adding structural elements, outdoor storage items, fences, (or other significant changes) require approval by the Architectural Standards Committee (or the Board of Directors (Board) in absence of a committee) to ensure it conforms with the character of the community. This paragraph, by default, removes the original Covenants restriction in Section 6 dis-allowing fences. And also modifies the Covenants restriction in Section 7, dis-allowing structures impacting passive solar. Those are both now allowed with Board approval if meeting the aesthetic character of the Silverleaf Community.
- ii. Exterior decorations or items stored outdoors may be subject to a request for removal by the Architectural Standards Committee (or Board in absence of the committee) with 3 (three) days' notice. Failure to comply with the notice may result in a \$10 per day penalty. Specific guidance around the standards will be detailed in a separate document to avoid over-complicating this Bylaws Addendum.
- iii. Each owner, regardless of whether the unit is occupied or unoccupied, is responsible for the maintenance and upkeep of the exterior of the property in accordance with community standards and aesthetics. Subject to same terms as Section 1, Paragraph ii above.

#### Section 2 – Restrictions on Pets

- i. Pets are permitted but each unit is restricted to a maximum of 2 pets (dogs or cats).
- ii. The housing of pets is subject to termination by the Board if the pet becomes a nuisance.
- iii. Pets must be maintained in common areas in accordance with the regulations of the Town of Paonia and dogs should be kept on a leash not to exceed 6 feet in length.
- iv. Owners are responsible for cleaning up after their pets.
- v. No pet may be left in a unit, unattended, for any period of time if the pet creates a nuisance to other residents.

### Section 3 – Rental of Units

- i. Silverleaf was intended as a community and in conformance with that intention, the rental of units is restricted to the following:
  - a. Short Term Vacation Rentals are not permitted – utilizing a service for continuous short-term vacation rental (AirBNB, VRBO, VaCASA, etc.) is prohibited.
  - b. Rentals are permitted upon approval of the Board. A lease must be submitted to the Board with a request for approval ten days in advance. The lease must require leasee(s) to follow the Bylaws of the Association. The owner (s) is responsible for providing a copy of the Bylaws, Covenants, and Addendums of Bylaws to the Lessee. Access to overnight use of the community house by lessees must be conveyed by the lease and the use will be deducted from Owner(s) annual allotment of community house usage.
  - c. Rental of an individual unit is restricted to 2 renters per calendar year. Repeat rentals to the same renters within a calendar year are permissible.

### Section 4 – Community House

Application for use of the Community House for overnight guests is available to Owners with the following requirements:

- i. The owner(s) must book nights for guests via the website calendar app currently used by the Silverleaf community.
- ii. Each unit is allotted 30 nights for overnight guest bookings per calendar year. The maximum consecutive night stay depends on whether or not it is peak or off-peak season.
- iii. Owner(s) will be held responsible for guests during the stay and for ensuring the Community House is restored to pre-guest standards after a visit is complete. If the Community House fails to meet those standards, Owner(s) may be assessed fees for professional cleaning. Fees are to be determined by a cleaning professional based on the condition of the Community House.
- iv. Additional details regarding Community House use are outlined in a separate dedicated document.

### Section 5 – Parking and Vehicle Regulations

- i. Each unit has one designated parking space in the parking area beneath the solar panels. The remaining spaces are first-come-first-serve for multi-vehicle units and for guests for short-term use only.
- ii. A resident may change spaces with another resident upon mutual agreement.
- iii. Residents may sublet designated parking spaces only to other Silverleaf residents for a mutually agreed upon cost and time period. The Association may sublet the two additional parking spaces to Silverleaf residents for \$25 each per month.

## Section 6 – Community Participation

- i. Silverleaf was originally built as an intentional community structured with a community-participation component specifically to maintain a lower cost for the annual homeowners association fees. In lieu of participation, an Owner shall contribute financially to offset the cost of outsourced labor to maintain common areas or community-required work (project management, accounting, etc.).
- ii. Each Unit is required to contribute a minimum of 12 hours annually in addition to participation in HOA meetings. A list of available opportunities for participation contributions will be maintained in a separate document. Exceptions can be made if there are extenuating circumstances, and those exceptions require Board approval. A review of contributions will occur after the end of the calendar year and if an Owner does not meet the minimum requirement, an assessment will be made at the end of the calendar year. A fee of \$50 per hour fee will be added to the HOA fee.

## Section 7 – Additional Clarifications

In the original Bylaws, Section VIII regarding the sale of Association properties is not referring to individual residential units owned by members. Association property is community property, such as the Community House and other common grounds. The sale of privately owned units does not require approval.