

SouthPark



Architectural Control Committee *Guidelines*

2015

Effective 6/20/2015

This document replaces all previous versions of the ACC Guidelines

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**RESOLUTION OF THE
SOUTHPARK HOMEOWNERS ASSOCIATION, INC
REGARDING POLICIES/PROCEDURES**

SUBJECT: Architectural Control Committee Guidelines

PURPOSE: It is the purpose and intent of these Guidelines to:

1. to preserve the integrity of the general architectural character of the SouthPark community;
2. to consider the imaginative and creative desires of the individual Owners for reasonable change and diversity, within the context of the existing community;
3. to establish clear and uniform procedures for review and disposition of all proposed exterior improvements, alterations, additions or repainting on the Lots of the Association;
4. to assure consistent and reasonable enforcement of all architectural control provisions, maintenance requirements, and common scheme restrictions pursuant to the Declaration of Covenants and Restrictions of the Association

AUTHORITY: The Declaration, Bylaws and Articles of Incorporation of the Association and Colorado law.

EFFECTIVE

DATE: October 1, 2012

RESOLUTION: The Association hereby adopts the following procedures to be followed in Architectural Control Committee Guidelines:

1. Scope. This policy applies to Owners in SouthPark and details the process for approval, enforcement and guidelines of exterior improvements, alterations, additions or repainting.
2. Specifics. The specifics of this policy are included in the pages following the President of the Board of Directors signature on this Resolution.
3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms as defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the

Declaration and the law of the State of Colorado governing the Project.

5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This Procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the SouthPark Homeowner's Association certifies that the foregoing resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors held on September 17, 2012 and in witness thereof, the undersigned has subscribed his/her name.

SouthPark Homeowners Association

By: Richard Sugg
President of the Board of Directors

Section I: Procedures

- A. Applications.** A written application must be submitted to the Architectural Control Committee through the managing agent for review and approval prior to any proposed change in the exterior appearance of any Lot, and shall include the following information:
1. Identification. Address of the Lot where work is to be done, with the name(s) of the Owner(s) of record, daytime and evening telephone numbers, and mailing address (if different from the property address).
 2. Description. All information necessary for the Committee to understand exactly what work is proposed and to evaluate effects on the subject Lot and neighboring Lots; e.g.
 - a. site plan locating the proposed work on the Lot and in relation to neighboring structures;
 - b. dimensioned plans, elevations and/or sections showing the proposed work in relation to existing structures and landscaping;
 - c. specifications for all proposed materials and equipment, including manufacturer's printed data and physical samples, if different from existing materials;
 - d. grading or drainage plans and sections if proposed work will affect drainage and patterns exiting the subject property;
 - e. color samples and manufacturer's identification numbers if colors differ from those on existing structures.
 3. Schedule. Estimated dates for the start and completion of the proposed work. All work must be completed within six (6) months of the actual start. Failure to start or complete improvement within time specified on the application shall result in withdrawal of approval unless an extension is requested and approved in writing.
 4. Local Permitting. Committee approval does not constitute municipal building department permit approval. Applicant agrees to obtain necessary municipal building permits prior to the commencement of any work. The failure to obtain such permits will result in the withdrawal of approval. Committee approval is not a guarantee of structural safety or engineering soundness.
 5. Responsibility of Owners. New Owners are responsible for any issues with the property left unresolved by the previous Owners. Landlords are responsible for any actions of their tenants that may be in conflict with the Guidelines.

B. Review. The Committee shall review and rule upon each application within thirty (30) days after receipt.

1. Dating. Dates of application receipt and subsequent written response shall be established by postmarks or return receipt, or by ACC maintained logs.
2. Review. Applications normally will be reviewed at the next scheduled meeting of the Committee following receipt of the application. Meeting dates are published every month in the SouthPark Newsletter and on the SouthPark web site. An Owner or the managing agent may submit an application on an emergency basis directly to the Chairman of the Committee. The Chairman shall determine in his or her sole discretion whether an emergency exists which requires review of the application prior to the next scheduled meeting of the Committee. If it is determined that an emergency exists, the Chairman shall forward the application to all members of the Committee by email. The application may be approved with an email approval from at least 4 Committee members, which shall be communicated to the Owner and the managing agent by the Chairman. If the application is not approved by at least 4 Committee members, it shall be considered by the full Committee at the next scheduled meeting of the Committee.
3. Inspection. Examination of the Lot prior to approval including inspection of any in-place sample materials and/or colors shall occur within the specified 30-day period. Not every submittal will require an in-person inspection. Any time during the architectural review and approval process, the applicant agrees to comply with requests for inspection and/or to provide additional information for purposes of determining if improvement(s) are being constructed in accordance with the approved plan and in compliance with the Covenants and Guidelines. Refusal may result in the withdrawal of approval.
4. Quorum. A simple majority of the Committee shall constitute a quorum for review and subsequent approval or rejection of an application.
5. Response. The Committee or the managing agent shall respond in writing to each application, indicating:
 - a. that the application is approved as submitted; or
 - b. that the application is approved conditional upon certain revisions, as described in the Committee's written response; or
 - c. that the application is rejected, with the reason(s) specified; or
 - d. that the application is incomplete, with required supplemental information described in detail. In such case, a new 30-day period shall commence upon the Committee's receipt of the required information.
6. Default. Should the Committee fail to respond in writing within the specified review period, the Declaration's requirements for prior review and approval shall be considered to have been met, and work may proceed as proposed. However, absence of a timely response by the Committee shall not constitute waiver of

exterior maintenance requirements per Article IX or common scheme restrictions per Article X and the ACC Guidelines.

C. Appeal.

1. Reconsideration. An Owner may request a hearing with the Board of Directors, providing additional information in support of the original proposal or offering a compromise plan for consideration.
2. Appeal. The Owner may present a written request to the Board of Directors for a hearing to review the Committee's action, under the following conditions.
 - a. Within seven (7) days receipt of the Committee's written response, the request shall be mailed to:

SouthPark Homeowners Association
c/o AMI
PO Box 370750
Denver, CO 80237
 - b. The only basis for appeal shall be evidence that the Committee has acted contrary to the Declaration or to recorded policies, procedures, or applicable precedent. The Board shall not review the Committee's decisions based upon collective aesthetic judgment.
 - c. The Owner and the Board shall attempt to meet at the next regularly scheduled Board Meeting. At the discretion of the Board, a meeting may be set at a different date and time that is mutually agreed upon with the Owner.
 - d. In the case of either reconsideration or appeal, a verbal decision shall be rendered within seventy-two (72) hours after the hearing, and a written decision shall be mailed to the Owner within seven (7) days after that hearing.

D. Enforcement. The Committee shall act to assure compliance with these architectural standards and procedures by all Owners.

1. Inspections. Properties shall be inspected by the Managing Agent and/or the Committee:
 - a. upon completion of authorized improvements on a Lot, to verify conformance with all terms and details of the approved request; or
 - b. upon report of an alleged violation on a Lot, to determine whether an actionable condition exists; or
 - c. during a survey of all Lots to assure compliance with the Declarations and with these Guidelines.
2. Complaints from Owners. Owners may exercise enforcement of Declarations through a complaint filed with the Board of Directors, the managing agent or employees of the Association. Such a complaint may be made verbally (in person or

by telephone) or in writing (by letter, e-mail or through the Association web page). Owners are not precluded from other such enforcement remedies as provided by Declaration of Covenants.

- a. Complaints from Owners must at a minimum include the address of the alleged violation, a detailed description of the violation, and the duration of the violation.
- b. Such complaints will be referred to the managing agent for investigation. If a violation is found, enforcement actions will be initiated. If no such violation is found, the complaining Owner will be notified and given an explanation.

E. Violations and Penalties.

1. Notices of Violations.

- a. Notices of Violations may be initiated by the Board of Directors, the ACC/Covenant committee chairperson, a managing agent or employee of the Association.

(1) An initial letter indicating the violation will be sent by first class mail to the Lot Owner of record. The letter will include a description of the violation, the maximum allowable time frame/deadline for compliance and appeal procedures.

(2) If compliance is not obtained by the deadline, a second and final letter will be sent by first class mail to the Lot Owner of record. The letter will include a description of the violation, the maximum allowable time frame/deadline for compliance and appeal procedures. The letter will also include a statement that a hearing will be convened for non-compliance and potential sanctions.

(3) If compliance is not achieved, the matter will be referred to the Board of Directors or appropriate committee to determine if the complaint/violation is valid and if so, to schedule a hearing.

(4) If an Owner is notified of the same violation within a period of 180 days, then the notice will be considered a continuance of the original violation process.

2. Violations of the Declaration of Covenants and Restrictions and/or Rules and Regulations established and published by the Board of Directors shall be categorized as follows:

- a. Type I: Violations governing use of the Common Properties and facilities by Owners and their tenants or guests.

Type 1a: Pet Excrement: Having determined that leaving pet excrement in the Common Properties is highly objectionable and constitutes an imminent health hazard, and after duly notifying all Owners and posting warning signs around

- the properties, the Board has determined that assessment of a \$25.00 fine for a first offense in such cases is warranted without providing deadlines to remedy the violation.
- b. Type II: Violations which;
 - (1) can be corrected immediately; or
 - (2) require additional time and preparation to correct; or
 - (3) require significant time and preparation.
 3. Violations shall be subject to fines or other penalties as follows subsequent to a hearing before the Board of Directors:
 - a. First Offense -\$50.00 fine and/or suspension of membership privileges for the continued period of non-compliance.
 - b. Second Offense -Up to \$100.00 fine and/or suspension of membership privileges for the continued period of non-compliance.
 - c. Additional Offenses - Up to \$200.00 fine and suspension of membership privileges for the continued period of non-compliance.
 - d. Fines shall be applied after due process. Due process shall include the mailing of a “Notice of Complaint” to the Owner and the opportunity to be heard at a hearing before the Board of Directors.
 - e. Once levied, fines shall be applied to the member’s account and be due immediately.
 4. Penalties described in Section II. E. are progressive for non-compliance in remedying an ongoing violation. Second, third and additional offenses are based on the Owner’s failure to come into compliance. The Owner is not automatically entitled to an additional hearing by the Board of Directors prior to the administration of progressive sanctions. However, the Owner may request such a hearing to present new evidence or testimony connected to the violation.

5. The following table illustrates **EXAMPLES** of the types of violations, deadlines for first notice compliance and deadlines for second/subsequent notices of compliance:

Violation Type	Examples	First Notice Deadline	Second/Subsequent Deadline
I	<ul style="list-style-type: none"> - Placing refuse or lawn cuttings on common property - Storing firewood on common property 	3 days	3 days
Ila	<ul style="list-style-type: none"> - Storing portable basketball poles in front of house - Displaying unauthorized advertising signs - Not removing holiday decorations pursuant to Rules 	10 days	10 days
Ilb	<ul style="list-style-type: none"> - Removing weeds/dead plant material from yard - Painting cable wires to match house colors - Painting attached basketball goals pursuant to Rules - Replacing limited number of fence pickets/posts 	60 days	30 days
Ilc	<ul style="list-style-type: none"> - Replacing dead lawn area - Replacing significant sections of fence - Repainting house - Removing dead trees 	180 days	90 days

6. Damages: Where violations involve damage to the Common Properties, the violator shall pay all reasonable costs for repair or replacement.

F. Notice of Complaint.

1. Upon determination by the Board of Directors that a complaint is valid, a notice will be sent to the Owner and, if appropriate, to the Owner’s tenant.
2. The notice shall include:
 - a. an explanation of the alleged infraction with a copy of the applicable Bylaw, Restriction, Article, rule or regulation allegedly violated.
 - b. a description of the penalty and/or fine which may be assessed against the Owner if the alleged violation is found to be true, and the earliest date a fine shall become due and payable.
 - c. notification of the Owner’s right to appear at a hearing by the Board of Directors. Such a hearing will be set by the Board of Directors no sooner than twenty (20) days after the Notice of Complaint is mailed to the Owner.
 - d. the location, date and time of the hearing.
 - e. the right of the Owner to provide a written response to the complaint in lieu of appearing in person

- f. an invitation to the Owner to call witnesses, introduce evidence or testimony and/or provide a statement on his/her behalf at the requested hearing.
3. The Owner shall have the right to request no more than one (1) postponement of the hearing. Such a request must be in written form, delivered to the Board of Directors within ten (10) days after the Owner's receipt of the Notice, such a written request to be sent to:

SouthPark Homeowners Association
Request for Hearing Postponement
c/o AMI
PO Box 370750
Denver, CO 80237

4. After the receipt of a request for a postponement of the hearing, a second hearing shall be set no sooner than twenty (20) days later.
5. All notices sent shall be deemed to have been properly sent when mailed, post-paid and return receipt requested, to the last known address of the person or entity who appears as the Owner on the records of the Association at the time of such mailing.

G. Hearings.

1. Hearings shall be open to attendance by all Association members.
2. General procedure for a hearing shall consist of opening statements by the Board and the alleged violator, presentation of evidence and testimony supporting and defending against the complaint, including cross-examination of witnesses by each party as requested, and closing statements by each party. If the alleged violator does not appear or does not present a defense, the Board may waive the general procedure described herein. If the alleged violator fails to appear, the Board will base decisions on the best information available at the time. "Best information" may include, but not necessarily to limited to information within the complaint, results of any investigation and testimony of witnesses.
3. The Board may exercise its reasonable discretion as to the specific conduct of a hearing consistent with the general procedure described above, questioning witnesses, reviewing evidence and taking such reasonable action during the course of the hearing as it deems appropriate and relevant to reaching a just and equitable decision.
4. Board Members shall be responsible for recusing themselves from any case in which they have a direct interest or personal bias that may prevent, or be reasonably perceived to prevent, their objective and disinterested consideration of the case. Absent voluntary withdrawal in such situations, a Board Member may be disqualified by majority vote of the Directors and prohibited from participating on behalf of the Board.

5. The final decision of the Board regarding the violation shall be based on a majority vote. If the alleged violator fails to appear, notification of the decision shall be made by U.S. mail through the managing agent.
6. The Owner may file a written appeal to the Board of Directors by directing such to the address provided in Section C.2.a above. The written appeal must be received no later than ten (10) days from the date on the notice of the Board decision. The only basis for such an appeal shall be evidence that the Board has acted contrary to the Declaration or to recorded policies, procedures, or applicable precedent. The appeal will be heard at the next scheduled Board meeting. The decision at that meeting shall be final. Notification to the Owner of the decision shall be made by U.S. mail through the managing agent within ten (10) days.

H. Miscellaneous Provisions.

1. Attorney Fees and Costs: Owners found in violation shall reimburse the Association for reasonable attorney fees and costs incurred in collecting fines and/or enforcing the Covenants, Restrictions, Rules and/or Regulations under this Policy. Fines will be assessed to the Owner's account and be due immediately.
2. Notice of Lien: The Association may record a Notice of Lien on a Owner's Lot for fines and costs pursuant to the Declaration and C.R.S ' 38-33.3-316 (CCIOA). If recorded, the Lien will be on record in the Office of Clerk and Recorder of Arapahoe County, State of Colorado.
3. Additional Remedies: These Guidelines are not intended to be the exclusive remedy available to the Association or its Members for the enforcement of its Covenants, Rules and Regulations, and it is not intended to restrict in any way or prevent the Association or any Member from pursuing any other available remedies, including, without limitation, seeking injunctive or judicial or administrative relief under applicable law.

I. Records. The Committee and/or managing agent shall maintain complete and accurate records of all requests received and actions taken, and shall preserve copies of all related correspondence and other related documents. Such information shall be filed by street address. Minimum data to be recorded of each case, in addition to the above, shall include:

1. Documentation of pertinent written and verbal communications relating to the case, meetings and inspections conducted, and legal actions undertaken;
2. Summaries of the Committee's/managing agent's inspection findings, discussion and the rationale for subsequent decisions and actions;
3. Complete descriptive data (including physical samples) of all approved colors and materials, if different from original construction by the Developer.

Section II: Guidelines

Article VIII, Section 2 of the Declaration of Covenants and Restrictions charges the Committee to exercise its best judgement to see that all improvements, construction, landscaping and alterations of the Lots conform to and harmonize with the existing surroundings and structures. The following examples, based upon specific requirements of the Declaration as well as previously established provided as **Guidelines** for the Owners in general and the Architectural Control Committee in particular to facilitate the application and review process. Conformance of proposed work with these Guidelines shall not constitute grounds for proceeding with such work without following the procedures and requirements described in Section I above.

- A. Approval by the Committee.** A written application must be submitted to the Managing Agent for the Architectural Control Committee for review and submission to the Committee for approval, prior to any proposed change in the exterior appearance of any Lot. Painting must be approved in advance even if the previously approved colors are to be used.
- B. Primary Structure.**
1. *Physical Changes or Additions.* All new work shall be compatible with the design character of the original structure with regard to lines, scale, proportions, detailing and exterior materials and finishes.
 2. *Painting or Staining Single Family Residences.* In November 1996, the Homeowners Association voted to adopt a new palette of colors for SouthPark single family homes. Owners may select a color scheme from this palette, or repaint their home the existing color *if it is an original Writer color scheme specific to the Owner's home.*
 - a. Adjacencies - the same (or reasonably similar) field colors as already exists or prior approved scheme to be used on a neighboring home may not be used. "Neighboring home" shall mean two homes on either side of the applicant's home, the home across the street and two homes to either side of it. The colors shall conform to and harmonize with those of the neighboring homes.
 - b. Writer's original intent - in general, only those surfaces of a structure which were originally painted or stained by the Developer may be repainted or restained; unpainted/unstained surfaces such as brick, glass or concrete shall remain unpainted and unstained.
 - c. Approved paint colors and the approval process are available on the SouthPark web site that can be accessed at www.southparkhoa.com. Sherwin-Williams and Benjamin Moore are listed manufacturers. This is done as a point of reference and other manufacturers may be used. However, if using a different manufacturer, the paint must be an exact match. The Committee Managing Agent, listed in the monthly newsletter, can provide additional assistance.

- (1) If an Owner wants to use paint colors or schemes that have not been identified as approved, then the Owner may present the colors/scheme to the Committee, for review, at the monthly board of directors meeting.
 - (2) Field color is used on the body of the house.
 - (3) Trim color is used on all attached trim molding around doors, windows, octagonal vents on some models and on the horizontal trim boards on the house.
 - (4) Accent color is used on shutters and doors.
 - (5) Field or Trim color may be used on the garage doors.
3. Painting or Staining Townhouse Residences. As provided by the Declaration, no changes shall be permitted in the original materials or paint/stain colors of any townhouse structure.
- a. Article X of the Declaration of Covenants and Restrictions requires, “The exterior colors of the individual townhouse are important to the architectural integrity of this planned unit development. No change of paint or stain colors is permitted. Repainting shall be with the same brands of paint or stain and with the same colors as originally applied.”
 - b. Individual owners/agents will paint the townhouse unit when needed using the approved color scheme utilizing only the approved manufacturer.
 - c. To assure uniformity, the Board recommends, but does not require that all units in a given townhouse building be painted at the same time.
 - d. Approved paint colors and the approval process are available on the SouthPark web site that can be accessed at www.southparkhoa.com.
4. Roofing. Existing roofing material is premium medium grade wood shake shingles or an approved synthetic alternative. Dimensional composition asphalt shingles which resemble shake shingles shall also be an acceptable roofing choice, subject to color control by the Committee.
5. Concrete Driveways, Sidewalks and Patios. Owners are required to make repairs to the concrete, that is on owner’s property, when spalling, excessive and large cracks or heaving appear.
6. Windows. Replacement windows must match existing windows in character and intent. Approved specifications include:
- a. Style. Windows must be single-hung, double-hung or casement style.
 - b. Divided Light. Replacement windows on a single family residence may be installed with or without grids at the homeowner’s discretion. Replacement

windows with grids must have colonial grids, white, off-white, or beige in color. Non-uniform replacement must be approved by the Board of Directors (e.g. grid and non-grid windows on the same side of the house). All replacement windows for townhouses must have colonial grids, white in color.

- c. Finish. Windows must be wood, vinyl clad or aluminum frame. All windows must have a white, off-white or beige finish. Glazing must be translucent.
7. Skylights. Replacement skylights must be similar to the original skylights already installed in the house. Added skylights for the house or patio areas will be considered on a case-by-case basis. Removal of skylights will be permitted on a single family residence.
8. Doors. Front doors must match the existing wood panel doors in character and detailing. Replacement doors can be wood or insulated steel. Custom doors such as those with etched glass will be considered on a case-by-case basis. Doors may be stained or painted an accent color from the approved SouthPark color palette.
9. Storm, Screen and Security Doors. Storm, screen and security doors shall be of a mostly open design, at least fifty percent (50%) glass or screen material. Natural finish aluminum framing materials are not permitted.
10. Garage Doors. Replacement garage doors must match the existing panel doors in character and detailing. Garage doors may be replaced with wood, metal or vinyl, and must be painted to match the field or trim color of the house.
11. Shutters. Window shutters are a design element on certain SouthPark models and shall be maintained in good condition. Replacement shutters shall reasonably match the original shutters in size and design, may be of wood or synthetic material and shall be painted an approved accent color consistent with the color scheme for the home. A listing of homes that require shutters is included in Appendix "A".
12. House Numbers. Each home in SouthPark is required to display house numbers that are easily seen from the street. House numbers are generally black, brass or painted the trim color of the home. The numerals are approximately seven (7) inches tall.

C. Attachments and Appendages.

1. Antennas and Cable.
 - a. Antennas. No external antennas visible from streets or Common Properties shall be permitted except as noted in (b).
 - b. Permitted Antennas. Permitted antennas are defined as;

- (1) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite;
- (2) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite;
- (3) an antenna which is designed to receive broadcast television broadcast signals;
- (4) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this section.
- (5) Owners are required to obtain approval prior to the installation of a Permitted Antenna. Such antenna shall be installed in the least conspicuous location available on a lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance and use.

c. Cable Installations.

- (1) Cable runs on all exterior walls must be secured at 18-inch intervals.
- (2) Cable runs must be installed either horizontally or vertically. If it is necessary to install at an angle, the run must follow existing angles of the unit.
- (3) In order to hide cable wires as much as possible, cable runs must be installed along existing features such as batten strips, moldings, trim or corners, and shall be painted to match.
- (4) Townhouse Owners are responsible for ensuring that any landscaping disturbed during installation is restored to its original condition.

2. Solar Panels. No solar energy collection or conversion devices or equipment visible from streets or Common Properties shall be permitted unless they are mounted flush with the existing roof of the structure.

3. Patio/Deck Covers. Patio or deck covers shall be framed with wood or masonry (brick/stone). Allowable surfaces are wood, concrete, and composite decking. Other materials may be permitted upon approval.

4. Awnings or Exterior Shade Devices. Framing and fabric colors must blend with existing house colors. Material samples shall be submitted with the required application. Awnings are not permitted over front porch areas on the single family homes.
5. Basketball Goals. Basketball backboards and support structures shall be painted the house field color. The target area shall be painted either the house trim color or the house field color. Clear acrylic backboards may be left in the factory condition. The backboard shall be mounted over the garage. Free-standing poles are not permitted. Portable free-standing poles are permitted only during use and must be stored so as not to be visible from the street. Netting must be attached to the hoop and must be in good condition.
6. Air Conditioners or Evaporative Coolers. The installation of window air conditioners or evaporative coolers mounted on the dwelling which is visible from streets or Common Properties are not permitted.
7. Exterior Lighting. Generally, applications for external mounted lighting will be approved if the lighting level or direction does not adversely affect the neighboring Lots. Ornamental post lighting and other external light fixtures shall conform to and harmonize with comparable fixtures in the neighborhood.

D. Auxiliary Construction

1. Fences and Walls. Existing fences and walls shall be maintained, and new fences, walls or screens shall match or harmonize with existing construction.
 - a. No fence, screen or wall shall exceed six (6) feet above adjacent grade, and no such structure shall obstruct sight lines for vehicular traffic on adjacent streets.
 - b. No fence, screen or wall shall be permitted beyond the exterior boundaries of existing fences or walls.
 - c. No chain link fencing shall be permitted.
2. Fences Sharing Common Boundary with Association Property.
 - a. Fences on property lines between private Lots and Association-maintained Common Areas and between Private Lots and the Writers Vista Park and SouthPark II greenbelts are the joint responsibility of the Owner and the Association, but shall be maintained by the Owner as follows:
 - (1) 6' Privacy Fences. Materials, dimensions and overall configuration shall match existing 6' privacy fence in all respects. These fences shall be #1 or better unstained Western Red Cedar 1" x 6" x 72" dog eared (pickets) with 2" x 2" x 72" #1 or better Western Red Cedar (batts) in between

each picket. They shall be attached with hot-dipped ring or spiral-shank nails equal in length to a minimum 2-1/2 times the thickness of the thinner member being attached. Construction may incorporate either 4" x 4" std. & better unstained Western Red Cedar posts or Postmaster Brand steel posts.

- (2) Open Fences Along Greenbelt Areas. These fences shall be constructed using 4" x 6" std. & better unstained Western Red Cedar posts chamfered on 4 sides and quantity three (3) 2" x 6" std. & better unstained Western Red Cedar Rails attached with 3 1/2" long galvanized lag bolts. The top of the post shall be 54" above ground.
 - (3) Open Fences In Line With & Connected To 6' Privacy Fences. These fences shall be constructed using 4" x 6" std. & better unstained Western Red Cedar posts chamfered on 4 sides and quantity two (2) 2" x 6" std. & better unstained Western Red Cedar Rails attached with 3 1/2" long galvanized lag bolts. The top of the post shall be 40" above ground.
 - (4) All Posts. Posts shall be set with a minimum of 2' below grade, resting on a minimum six (6) inches of large gravel in holes ten (10) inches in diameter. At all posts in privacy fences and at corner and end posts in open fences, holes shall be filled to grade with concrete, with the top surface sloping to direct water away from the post.
 - (5) Pet Protection & Retention. Only 2" x 4" 12.5 gauge welded wire may be used for pet retention/protection. It must be attached to the face of the post and sandwiched between the post and 2" x 6" rails. It may be no taller than 1" below the top of the top rail.
- b. Owners shall be reimbursed by the Association for 50% of necessary and reasonable repair costs, based on the lowest of three (3) written bids from responsible contractors providing estimates of comparable scope, or on receipts for materials purchased and installed by the Owner. Before starting repairs, the Owner shall submit a description and cost estimate of the proposed work and obtain the Association's prior written agreement that such repairs are warranted. The only exception to this procedure is for owners who participated in the Spring 2012 fence project. For participants in this project, the board appointed fence committee received four (4) bids on behalf of the owners with Affordable Fence Company earning the board's recommendation. Reimbursement to the owner by the Association for 50% of the negotiated replacement cost with Affordable Fence Company shall occur within 30 days of the paid invoice being submitted to KC & Associates by Affordable Fence Company. On December 31, 2012, 50% reimbursement to owners by the association for fence repairs or replacement shall be suspended for a period of 15 years.
 - c. Brick columns in fences shall be maintained by the Association.

3. Outbuildings. Outbuilding means an enclosed, covered structure not directly attached to the dwelling it serves. It is often a “storage shed”.
 - a. Outbuildings shall conform to and harmonize with the lines, proportions, materials and finishes of the existing house on a case by case basis.
 - b. Outbuildings shall generally not exceed eight (8) feet in height at the peak and twelve (12) feet by eight (8) feet in length and width.
 - c. Outbuildings must be set back from the fence as such a distance so that a straight line drawn from the peak, carried down the slope of the roof, would intersect the fence at a level below the top of the fence.
 - d. No used, previously erected, portable or temporary outbuilding shall be permitted on a Lot.
 - e. No metal outbuilding shall be permitted on a Lot.
 - f. No outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.
 - g. Outbuildings shall be placed on the Lot in such a manner as to minimize the intrusion into neighbor’s views and the enjoyment of their Lot.
 4. Play Equipment. All play equipment, structures, playhouse, tents, swings, sandboxes and swimming or wading pools shall be located within the fenced area of a Lot.
 - a. Permanent play structures or equipment not visible from streets or Common Properties shall not require Committee approval.
 - b. Temporary play equipment in the front yard, such as infant swings or hockey/soccer nets, must be taken in each evening.
 5. Clotheslines. No clotheslines or similar devices or structures visible from streets or Common Properties shall be permitted.
 6. Flags and Flagpoles. Free-standing flagpoles shall not project higher than the existing house and shall not be erected in the front yard. Flagpole brackets may be attached to the front of the house.
 - a. American flags and military service flags with a star denoting the service unit of the resident may be displayed on flagpoles, flagpole brackets, in the windows of residences or on balconies. Such display should comply with the Federal Flag Code.
- E. Landscaping**. Landscaping and hardscaping shall conform to and harmonize with the existing community.

1. Regrading. Reshaping of existing site contours and redirection of surface run-off via down spouts, channels, etc. shall not be permitted if such changes will adversely affect neighboring Lots.
2. Pavements. Hard surface treatments such as concrete, clay or concrete masonry, gravel or crushed rock, or natural stone shall not be permitted to dominate the public side(s) of the Lot.
3. Trees and Shrubs. Trees, hedges, shrubs and vines shall not be permitted to obscure sight lines for vehicular traffic on adjacent streets. Branches may not hang down lower than eight (8) feet above public sidewalks and shrubs may not encroach onto public sidewalks.
4. Mulch and Groundcovers. Loose mulches or groundcovers shall not be permitted to blow or scatter onto adjacent Lots.
5. Xeriscaping. Xeriscaping is defined as, “the application of the principles of landscape planning and design, soil analysis and improvement, appropriate plant selection, limitation of turf area, use of mulches, irrigation efficiency, and appropriate maintenance that results in water use efficiency and water-saving practices.” Xeriscaping is an approved alternative method of landscaping. Xeriscaping is not the indiscriminate use of gravel or rocks, allowing noxious weeds to grow, failing to properly mow turf, or the installation of artificial turf.
6. Water Use Restrictions. The Association will waive enforcement of the replacement of dead turf when water use restrictions are in place if the Owner made a good faith effort to water within the given restrictions. After water restrictions have been lifted, the Owner will then have a reasonable and practicable time to reseed and revive turf grass before being required to replace the sod.

F. Miscellaneous.

1. Trash or Garbage. Trash and garbage containers shall not be stored where visible from streets or Common Properties. Trash (including landscaping debris) should not be set out to the street more than 24 hours before scheduled pickup. Trash and garbage containers must be removed from the street and be returned to a location not visible from streets or Common Properties within 24 hours of scheduled pickup.
2. Woodpiles. Firewood shall not be stored where visible from streets, Common Properties or townhouse alleyways. Wood may not be stored in townhouse patio areas.
3. Stored Materials. No building materials or other stored materials on a Lot shall be visible from streets or Common Properties except during the course

of active construction approved by the Committee. Debris may not be stored in areas visible from streets, Common Areas, or a neighboring property.

4. Signs. Only signs advertising the sale or rental of the property or meeting the guidelines for “political signs” shall be permitted on that Lot for more than 24 hours.
 - a. No signs or advertising of any type shall be erected on the Common Property except traffic control type signs or informational signs erected at the discretion of the Board of Directors. Private, temporary signs advertising a garage sale or real estate open house are permitted on Common Property only between 8:00 AM on Friday to 5:00 PM on Sunday.
 - b. Signs, (other than those listed in “a” above) including those listing a residence for sale or rental, may not be placed on Common Property, including grass areas and walkways, except that one sign (no larger than 18" X 24") may be placed parallel to the townhouse unit in the bark bed.
 - c. Political Signs are defined as, “a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.” Signs that convey general political or ideological beliefs, unless a ballot issue, are not meant to directly influence an election’s outcome and are not considered political signs under this section. Political signs are allowed on private Lots or parallel to a townhouse Lot bark bed no sooner than 45 days before and 7 days after an election. Such signs may be no larger than 36” X 48”. Such signs shall not be displayed from balconies. No more than one sign per candidate or issue may be displayed on a single property.
5. Holiday Decorations. Holiday decorations on a Lot shall not require review and approval by the Committee. Such decorations shall not unreasonably and adversely affect neighboring homes. Holiday decorations may not be displayed earlier than 30 days before the holiday and must be removed within 15 days of the conclusion of the holiday.
6. Ornamentation or Accessories. Owners are encouraged to exercise restraint when placing ornamental accessories on the front of the house or in the front yard.
7. Lawn Furniture. Lawn furniture displayed in the front of the house must be substantial, of a natural or neutral colors, and shall blend with the architecture of the neighborhood. Furniture primarily designed for indoors may not be displayed in areas visible from streets, Common Areas, or a neighboring property.
8. Dogs in Common Areas. No dog shall be tethered or allowed to run at large in such a manner that the animal has access to Common Property while unattended. Unattended shall mean that there is not a responsible person present and in direct control of the animal.

9. Emergency Vehicles. Emergency vehicles weighing up to 10,000 lbs. are allowed to be parked on Lots or Common Properties within the Association if: the vehicle owner/operator is a member of a volunteer fire department or an emergency service provider; and the emergency vehicle is required by the resident's employer as a condition of employment; and the vehicle has an official emblem or other visible markings of an emergency service provider; and parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents to use streets and driveways. Cable companies, utility companies, plumbers, etc. are not considered "emergency service providers" and such vehicles are considered commercial vehicles that are not allowed to park overnight on Lots, Common Properties, or streets.
10. Parking. No vehicle, including recreational vehicles, may be parked on the Lot other than on a concrete driveway.
- a. Boats, camping trailers and "RVs" are defined as recreational vehicles. Recreational vehicles may be parked on the Lot or street for purposes of loading, unloading and maintenance for a period not to exceed 48 hours during a 7 day period.
- b. Trucks and commercial vehicles with one or more of the following characteristics:
- Business signage or logos on the vehicle;
 - Vans with no passenger seats;
 - Vans with extended side panels;
 - Racks or panels designed to carry equipment, other than recreational equipment such as bikes and skis;
 - Materials or equipment protruding beyond the front, rear, top, or sides of the vehicle (including any vertical extensions above the limits of truck sides top, but not including a standard truck boxes);
 - Commercial vehicle license plates; or
 - A rating of over one ton

Trucks or commercial vehicles shall not be parked or maintained on Lot or Common Properties; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Common Properties, nor shall this restriction restrict trucks or commercial vehicles within the Common Properties which are necessary for the construction/remodeling of residential dwellings or maintenance of the Lot or Common Properties.

- c. Immobile vehicles are defined as those vehicles which can not be moved under their own power, lack the mechanical equipment to drive under normal conditions or can not legally be operated on public streets. Immobile vehicles may not be parked on the Lot or streets for a period to exceed 48 consecutive hours.

Appendix A: SouthPark Homes Requiring Shutters

<u>South Bemis Circle</u>	<u>South Bemis Place</u>	<u>South Bemis Street</u>
7951	7906	7910
		7921
		7931
		7939
		7955
		7970
		7971
		7990
		7993
<u>South Hill Circle</u>	<u>South Hill Drive</u>	<u>South Nevada Drive</u>
7714	7786	7753
7818	7791	
7824	7796	
7836	7806	
	7831	
	7870	
	7881	
<u>West Kettle Avenue</u>	<u>West Kettle Circle</u>	
None	2421	
	2427	
<u>West Long Circle</u>	<u>West Long Place</u>	
2420	2684	
2470	2687	
2509	2698	
2510		
2590		
2639		
2670		