



2020 NE 150th Avenue, Portland, OR 97230

503-257-0733

RESIDENTIAL ARCHITECTURAL

DESIGN REVIEW MANUAL

And

ENFORCEMENT RESOLUTION

ANY EXTERIOR CHANGE TO PROPERTY IS SUBJECT TO THE RULES SET FORTH IN THIS MANUAL.

APPLICATONS MUST BE APPROVED PRIOR TO COMMENCEMENT OF WORK.

FAILURE TO FOLLOW THESE RULES MAY RESULT IN MONETARY PENALTIES.

Approved by the Summerplace

Board of Directors

September 1, 1986

First Amendment

February 1, 1992

Second Amendment

September 12, 2001

Third Amendment

June 9, 2010

Fourth Amendment

June 12, 2013

Fifth Amendment

August 10, 2016

INTRODUCTION

Set forth in this Architectural Manual ("Manual") are policies, procedures, and guidelines to assist the Architectural Review Committee ("ARC" or the "committee") and property owners, through the architectural review process. The powers of architectural review and control are key elements in the success of every membership community such as Summerplace. Properly exercised, the review and control process can create and preserve a community that is attractive, livable, and prestigious. Additionally, the process can help protect property values.

This Manual establishes standards and process for review of new construction and changes to existing improvements and landscaping of all residential properties and other living units contained within Summerplace, a subdivision in Multnomah County, State of Oregon. It implements and supports the architectural restrictions stated in the recorded Declaration of Conditions and Restrictions, and in the Restated Bylaws of Summerplace Homeowners Association, which bind each property owner.

The committee, in its review and approval process, **will not be influenced** by the fact that a project has been started prior to committee approval. Should approval of an application, submitted after the project has been started, be denied by the committee, all evidence of construction or landscaping must be removed, and the site restored to its original condition and appearance.

The ARC may from time to time grant exceptions to these guidelines with Board approval. The granting of an exception **will not** be considered as having set a precedent, and **will not** be reason to approve subsequent applications for architectural or site modifications when the committee considers the application to conflict with rules and/or design guidelines set forth in this Manual.

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RULES AND GUIDELINES

1. ARCHITECTURAL REVIEW COMMITTEE RESPONSIBILITIES AND POLICY

1.01 Responsibilities:

Section 5.3 of the Summerplace Homeowners Association Bylaws provides for the appointment of an Architectural Review Committee to perform certain architectural review functions in accordance with procedures set forth in the Bylaws in a manner consistent with the Summerplace Declaration.

1.02 Policy:

No building, fence, wall, patio, deck, or other structure or improvement, shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to, or change or alteration thereto, be made until the plans and specifications have been submitted to, and approved in writing, by the committee. (CC&Rs, Sections 1.2 and 1.3; Bylaws, Section 5.3.2).

The committee will not consider or assume responsibility for the structural integrity, safety features, mechanical operation, or building code compliance of the proposed improvements or structures. General land use requirements and building codes are established by the city of Portland. (Bylaws, Section 5.3.6).

1.03 Committee Discretion:

It is recognized that this Manual does not contain specific provisions for every situation that may require committee approval; therefore, the Architectural Review Committee may, from time to time, recommend exceptions to these guidelines with Board approval.

1.04 Committee Organization:

The Board of Directors of the Summerplace Homeowners Association (the "Board") has created the ARC to be composed of a Chairperson and at least four (4) other proprietary members to serve in a process designed to preserve the appearance and livability of the community, as well as to protect property values. The Chairman and all members shall be appointed by and serve at the pleasure of the Board. (Bylaws, Section 5.3).

Regular meetings shall be held on the first and third Tuesdays of each month or as required. When necessary and appropriate, special meetings may be called by the Chairperson. At the discretion of the Chairperson, emergency meetings may be held in person, by phone, or via email.

All Architectural designs must be approved or disapproved by a majority of the attending members of the ARC.

2. APPLICATION PROCEDURES

2.01 Procedure:

All proposals for erection or alteration of any structure or improvement of any lot must be submitted to the committee in the form of a completed application and approved **prior** to the start of the proposed action. A completed application shall consist of the following:

(a) A form provided by the association, along with a copy of working drawings, providing all information requested, and signed as required;

(b) When the application requests permission to paint or repaint, a sample chip, showing colors to be applied, must be attached to the application; and

(c) When the application requests permission to change the siding or roofing on any structure, samples of the materials and colors must be submitted with the application.

Non-conforming structures or landscaping are not to be used as examples to support a change; the CC&Rs, By-laws and the Manual will be followed, with rare exceptions granted in unusual circumstances not covered therein. (Bylaws, Section 5.3.3).

The ARC shall consider the proposed action at its first regularly scheduled meeting following receipt of a completed application. Consideration may be deferred from time to time for good cause. The applicant shall be notified of each deferral and the reason for such deferral. When a decision has been reached, one copy of the application shall be made available to the applicant, indicating approval, or, if disapproved, marked or otherwise noted with an explanation of such disapproval. (Bylaws, Section 5.3.4).

It shall be the responsibility of the applicant to apply to governing authorities for required permits and to pay all required fees for permits and inspections.

2.02 Standards:

In consideration for approval, the committee shall apply criteria which requires and preserves high quality in external appearance and design, and is compatible with existing structures in Summerplace.

2.03 Completion:

Approved projects must be completed within six (6) months after committee approval. Failure to complete work within the prescribed time may require re-submittal of an application. The committee may consider and grant an extension when requested in writing. (Bylaws, Section 5.3.9).

2.04 Failure to File an Application:

Failure to file an application as required by these architectural rules constitutes a violation of the rules and is subject to proceedings under the enforcement process described below. (Bylaws, Sections 5.3.2, 5.3.10).

3. DESIGN GUIDELINES

3.01 General:

Living Units shall be of an attractive and high quality architectural design that is compatible in external appearance, design, and quality with existing structures in Summerplace. (Bylaws, Section 5.3.2).

3.02 Building Sites:

All structures shall be constructed within the set-back requirements as specified by the Planned Unit Development Approval for Summerplace.

3.03 Drainage:

Gutters will be required on all structures, and must be properly drained.

3.04 Driveways:

Driveways shall be of concrete slab construction only. It is recommended that the drive surface be finished with a broom finish or exposed aggregate. All special artistic effects are subject to approval by the ARC.

3.05 Impervious Surfaces:

No more than 70% of any lot shall be covered with an impervious material. Impervious materials include all structures, decks, patios, pools, driveways, waterproof membranes and the like.

3.06 Garages:

Each single family detached living unit shall include an attached garage designed to enclose a minimum of two (2) and a maximum of three (3) vehicles. The structure shall interrelate to others on the lot in respect to character, material, and finishes. Carports are not permitted. All other units will have adequate parking for the owners and occupants thereof, which may include garages. No driveways or any open area shall be used for storage. All vehicles must be kept in garages; however, they may be parked occasionally in driveways or along curbs but they will not be permitted to be so parked for extended periods of time. (CC&R 1.2). Parking must conform to local laws and ordinances.

3.07 Fences and Railings:

Fences and railings shall be constructed so as to maintain the aesthetic quality of the community. The materials and design must be approved by the committee. (CC&Rs Section 1.3; Bylaws, Section 5.3.2).

Fences and railings parallel to any common area boundary may be made only of wrought iron or materials having the appearance of wrought iron, and may be not more than three (3) feet in height, measured from the ground level of the owner's property and are restricted to the following features:

- (a) Fences must be adjacent to/about against existing patios, and may not extend beyond the sides of the house.
- (b) Fences /railings may be either black or white only.
- (c) Fences/railings must be "see through" or open styles. No solid, lattice, or chain link type are allowed.

All other fences/railings shall not be higher than six (6) feet from ground level of the owner's property, and shall not extend forward of the front line of the dwelling, including the garage. See section 3.20 for standards of maintenance of brick walls and wood fences.

3.08 Handrails:

When installation of handrails is desired, the committee will consider needs, placement, construction, materials and color on a case by case basis.

3.09 Decks:

No deck or any other structure shall be permitted forward of the front line of the dwelling, including the garage.

3.10 Decks, Patio Covers, and Window Awnings:

All covers for decks, patios and windows must be of complementary color and design, and require prior committee approval. Patio covers are not permitted in front of a residential unit. No permanent walls or enclosures are permitted without committee approval.

3.11 Exterior Walls:

All changes in exterior walls from existing construction must be approved in both color and material by the ARC. Applications must include a sample chip of color and material to be applied. Solid stains or paint in neutral colors that will be compatible with surrounding homes are acceptable. All exterior colors, including roofs, must be approved by the ARC. A color chip must accompany the application. Applications alleging "No Color change" will not be considered. Books or charts of acceptable colors will be available in the Summerplace office. The brand of paint shall be selected by the applicant. (Bylaws, Section 5.3.2).

3.12 Service Areas and Accessory Buildings:

Storage or accessory buildings, such as tool sheds, dog houses, etc., shall be reasonably screened from public and neighboring view. Items stored outside such as firewood, barbecues, patio furniture, waste and recycle bins, swings, picnic tables, etc., shall be reasonably screened from public and neighboring view. Driveways or designated walkways shall not be used as storage areas.

(a) Compatibility:

All buildings and enclosures shall comply with applicable provisions in Rules 3.05, 3.06, 3.07, 3.10, and 3.11.

(b) Size and Overall Dimensions:

No accessory building or enclosure will have a footprint in excess of thirty-six (36) square feet. Buildings constructed or placed directly against a residence wall may exceed six (6) feet in height when approved by the ARC. However, freestanding buildings or structures placed elsewhere on the residential lot may not exceed six (6) feet above ground level.

3.13 Flags, Banners and Flag Poles:

Flags, banners, and flag poles may be permitted, only after an application for installation has been approved by the ARC:

- (a) The Association shall allow owners to display the United States flag under the Freedom to Display the American Flag Act of 2005, but may impose reasonable restrictions

pertaining to time, place, or manner of displaying the flag. The flag of the United States of America may be flown only in accordance with the following terms:

- (i) When attached to a permanent vertical pole, the pole shall not be more than twenty (20) feet tall and the pole shall not be placed forward of the front of the dwelling including the garage. If it is flown at night, it must be illuminated by a light or lights dedicated to that purpose only. A street light will not qualify as a dedicated light. If it is not lighted in such a manner, it must be taken down at night;
 - (ii) When attached in any manner to a living unit, it must be so attached that it will not hang on any roof, gutter, or tree, and it must be taken down at night or lighted as provided in sub-section (i) above;
 - (iii) When a flag becomes faded, torn or has ragged edges, it must be removed and properly disposed;
 - (iv) The flag should not be flown in inclement weather unless it is an all-weather flag; and
 - (v) Miniature American flags may be flown as decoration on any national holiday, but must be removed immediately after the holiday. (See Section 5.03 below). If the person who displays such miniature flags is not the homeowner, such person distributing and displaying them shall be responsible for their removal.
- (b) Other flags or banners may be flown as holiday or event decorations, but must be removed promptly after the holiday or event. (See Section 5.03 below).

3.14 Climate Control:

Placement of heat pump or air conditioning units shall be properly screened to provide visual screening and noise attenuation to the neighboring living units and areas. Use of solar units is acceptable, provided that the panels and receptors or collectors are integrated into the structure with regard to overall appearance and design. Window or wall installed air conditioning units are **not** permitted.

3.15 Mailboxes and Newspaper Receptacles:

Mailbox types are those in place as of the date of these revisions. Newspaper receptacles are prohibited.

3.16 House Numbers:

House numbers must be compatible with the overall design of the structure and must be clearly readable from the street, but not so large as to be out of proportion to the structure.

3.17 Exterior Lighting:

Type and placement of exterior lighting devices must be approved by the committee. Any lighting resulting in an annoyance or intrusive glare to adjacent property owners and passersby will not be permitted.

be kept clean and free of debris, mud or cement arising from construction or maintenance activities on residential lots.

If, as a result of activities on a lot, violations of this Section 6.01 occur, then in addition to any other remedies permitted by the CC&Rs and applicable law, the Association may correct the violation, charge the owner of the lot for the cleanup, which shall be payable on demand, and place a lien on the lot to secure payment.

7. ENFORCEMENT PROCESS

A violation of architectural rules and regulations may be reported by anyone, in writing, to the ARC at 2020 NE 150th Ave., Portland, OR 97230. Grievances must be submitted according to the requirements of the Enforcement Resolution dated May 8, 2013 ("Enforcement Resolution"), as amended in 2016. Unless otherwise provided for in this Manual, the provisions of the Enforcement Resolution control the procedure for investigating and handling violations of the CC&Rs, Bylaws, this Manual, and any other rules and regulations of the Association.

7.01 Process:

Violations will be processed in the following manner under the provisions of the Enforcement Resolution.

- (a) A member of the ARC will inspect the alleged violation;
- (b) If the ARC determines that the alleged violation requires corrective action, the Notice Procedure as stated in Article 4 of the Enforcement Resolution will be followed; and
- (c) If a response has not been received by the specified compliance deadline, the ARC will notify the Board of the failure to comply and fines will be assessed.

7.02 Appeal Process:

- (a) The Board will conduct the hearing as stated in the Enforcement Resolution, Section 5.1;
- (b) If the Board determines that the previous decision of the ARC should be reversed or amended, it will do so and the matter will be closed;
- (c) If the Board determines that the previous decision of the ARC was correct, the homeowner will be notified; and
- (d) In either case, the Board will report its decision to the ARC.

8. REVISION OF ARCHITECTURAL MANUAL

Pursuant to Article 4 section 4.1 of the CC&Rs, the Board may, from time to time, amend, modify, or revise provisions of this Manual, including the procedures for submission to, and approval by, the ARC outlined herein, provided, however, that no such amendment, modification, or revision shall be binding upon the owners until notice of the same has been given to the owners by the Board. Notice may be by mail or by publication in the *Summerplace News*. No such amendment, modification or revision shall affect structures, improvements, or landscaping approved by the committee prior to the enactment of such amendment, modification or revision. (Bylaws, Section 5.3.3).

**SUMMERPLACE HOMEOWNERS ASSOCIATION
Resolution of the Board of Directors**

ENFORCEMENT RESOLUTION

RECITALS

The Summerplace Homeowners Association ("Association"), an Oregon nonprofit corporation, administers the 2016 Restated Declaration of Conditions and Restrictions, recorded in the Records of Multnomah County, State of Oregon on August 22, 2016, as Instrument No. 2016-104191 (the "Declaration"), and the 2016 Restated Bylaws of the Summerplace Homeowners Association, recorded immediately thereafter. The Declaration, Bylaws and Oregon Planned Community Act grant the Association responsibilities and authority, to be discharged by the Association's Board of Directors, except where the Act, the Declaration or the Bylaws reserves such authority to the owners.

Pursuant to the procedures set forth in the Act, the Declaration and the Bylaws, the Board of Directors has adopted the following enforcement resolution in order to facilitate the fair and consistent application of the provisions of the Declaration, Bylaws and Rules and Regulations of the Association.

**ARTICLE 1
OVERVIEW OF PROCESS**

- 1.1. **Grievance.** Any owner (including any member of the Board), or non-resident neighbor may file a written grievance with the ARC regarding a violation of the Declaration, Bylaws or rules and regulations by another owner or resident. (Article 2).
- 1.2. **Investigation.** The ARC has the discretion to investigate the grievance, or to decline to do so if it concludes the grievance, even if accurate, would not constitute a violation of the Summerplace governing documents, or that the matter is de minimis.
- 1.3. **Violation and Notice.** If the ARC determines there may be a violation, the ARC shall send notice to the alleged offending owner. The notice must contain the information described in Article 2. The alleged offending owner must be given the opportunity for a hearing with the Board of Directors. (Article 4).
- 1.4. **Hearing.** If requested, the alleged offending owner may present testimony or evidence regarding the violation at the next Board planning session. (Article 5).
- 1.5. **Fines.** The Board may impose fines pursuant to the *Schedule of Fines* if the violation is not remedied or ceased within the time specified in the notice, provided the owner has declined the opportunity for a hearing, or the hearing has taken place. (Articles 3, 6 and 7).

**ARTICLE 2
ORIGINATION / INITIATION OF GRIEVANCE**

- 2.1. **Board of Directors.** A grievance may be initiated by the Board of Directors based on information from an owner or other information the Board deems reliable.
- 2.2 **Owners.** A complaining owner who desires the ARC to take corrective action against an alleged offending owner must submit a written grievance to the ARC that must include:

- (a) The name, if known, and address of the alleged offending owner;
- (b) A description of the offending behavior, activity, or condition including the date(s) and approximate time(s);
- (c) Whether or not the complaining owner attempted contact with the alleged offending owner regarding the alleged violation; and
- (d) The signature and phone number of the complaining owner.

ARTICLE 3

INVESTIGATION OF GRIEVANCE

3.1 **Investigation.** Upon receipt of a written grievance, the Board, or a person authorized by the Board, has the discretion to conduct an investigation to confirm the nature and existence of the allegations contained in the grievance.

3.2 **Determination of Violation.** If, after review of a grievance, the Board, or a person authorized by the Board, determines that there is a violation of the governing documents, Bylaws or rules and regulations and determines it is in the best interest of the Association and owners to address the violation with the alleged offending owner, the Board, or a person authorized by the Board, shall proceed to give notice to the alleged offending owner as described below.

3.3 **Informal Action.** Nothing in this article precludes the President, a designated Board member or other person authorized by the Board from first attempting to resolve the matter either by an informal meeting, telephone call or a warning letter to the alleged offending owner.

ARTICLE 4

NOTICE PROCEDURE

4.1 **Notice of Violation.** The Board, or a person authorized by the Board, shall give the alleged offending owner written notice of the violation by mail.

- (a) **Notice of Violation and Right to a Hearing.** The notice required under this section must:
 - (1) Describe the violation;
 - (2) Contain a statement that the alleged offending owner has the opportunity to request a hearing at a scheduled Board planning session, and the manner by which to request a hearing; and
 - (3) Contain a statement advising the alleged offending owner that if no hearing is requested, no response is received by the specified date, and if the alleged violation is not remedied or ceased by a specified compliance deadline, fines will be assessed. Fines will begin on the day following the specified compliance deadline, pursuant to the *Schedule of Fines* adopted by the Board of Directors as "Exhibit A" to this resolution.
- (b) **Optional Notice Provisions.** The notice may also provide or specify any or all the following:

- (1) Specific action the Board is requiring to remedy the violation;
- (2) The particular language or section from the Declaration, Bylaws or Rules and Regulations which have been violated; and
- (3) Any other information as directed by the Board of Directors.

(c) **Mailing of Notice.** The notice may be mailed to the addresses on record with the Association. In the case of non-resident owners, the notice shall be mailed to both the address on record with the Association for the owner and to the lot address.

4.2 **Repeat Violations.** Owners who repeat any violation within a 12 month period of receiving a Notice of Violation are not entitled to an additional notice or hearing, regardless of whether or not the owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined in the attached fine schedule.

ARTICLE 5

HEARING PROCEDURE

5.1 **Hearings Procedure.** In the event an owner requests a hearing, the Board shall utilize the following procedure for violation hearings:

(a) **Appearances at the Hearing.** If the alleged offending owner fails to appear within *fifteen minutes (15)* of the time set for the hearing, the Board may, at its sole discretion:

- (1) Conduct the hearing without the presence of the alleged offending owner;
- (2) Allow the alleged offending owner additional time that day to appear;
- (3) Reset the hearing to another date and time; or
- (4) Dismiss the violation.

(b) **Dismissal.** In the case of dismissal, the Board shall notify the alleged offending owner, in writing, that the violation has been dismissed.

(c) **Conduct of Hearing.**

(1) **Testimony from Parties.** If the complaining owner chooses to appear and the alleged offending owner appears, the Board shall proceed to hear from the complaining owner and then from the alleged offending owner.

(2) **Evidence and Witnesses.** The complaining owner, the alleged offending owner, and representatives from the Architectural Review Committee may present evidence and witnesses at the hearing. The Board may limit testimony and evidence as it determines is reasonable and necessary. An owner's testimony shall not exceed 15 minutes.

- (d) **Board Determination.** Following the testimony and any evidence presented by the parties, the Board has the discretion to reevaluate its prior determination of violation under Section 3.1 and 3.2 above. The Board also has the discretion to reevaluate the fine, any required or appropriate resolution for the violation, and any other matter which may result in the resolution of the violation.

(1) The discussions must be in open session as directed by ORS 94.640.

(2) The Board shall either give its decision at the conclusion of the hearing, or take the matter under advisement and give the decision at a later Board meeting.

ARTICLE 6

OTHER LEGAL ACTION

6.1 **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to:

(a) Seeking injunctive or declaratory relief action against any alleged offending owner, guest, or other occupants of the alleged offending owner; and/or

(b) Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the governing documents.

6.2 **Additional Corrective Action by Board.**

(a) **Right of Board to Take Additional Corrective Action.** If the alleged offending owner fails to correct the matter which is the ultimate cause of the violation, the Board may take additional corrective action without additional notice to the alleged offending owner.

(b) **Notice of Additional Action.** The Board shall give an alleged offending owner written notice of any additional action taken under Subsection (a) of this section.

ARTICLE 7

MISCELLANEOUS

7.1 **Owner Responsibility.** The owner of any unit shall be responsible for the violations of any resident, guest or family member who violates any portion of the Declaration, Bylaws or Rules and Regulations.

7.2 **No Fines Pending Resolution of a Hearing.**

(a) Pending resolution of a requested hearing, no fines may be charged against the account of an alleged offending owner.

(b) **"Affirmative" Violations.** Except for continuing violations described below, a violation will be treated as a separate occurrence for each distinct time the violation occurs, including violations preceding a requested hearing.

(c) **"Continuing" Violations.** Those violations which are more "continuing" by nature may be subject to fines which renew periodically if the violation is not remedied or ceased. These continuing violations include, but are not limited to, the following examples:

- (1) Failure to remove landscaping that encroaches on a neighboring home or on the common areas; and
- (2) Failure to fix landscaping problems, or structural problems in fencing, home and sidewalks.

7.3 **Mediation.** ORS 94.630(4)(a) provides for dispute resolution prior to any litigation being initiated between the Association and any member of the Association. For purposes of this Enforcement Resolution, the dispute resolution requirements of the Oregon Planned Community Act do not apply to the actions of the Association in its enforcement responsibilities, as long as no litigation has been filed.

The *Schedule of Fines* attached as **Exhibit A** is adopted by the Board of Directors to determine the fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association. A copy of this Resolution will be sent to each owner.

Date: August 10, 2016

ATTEST:



President
Summerplace Homeowners Association



Secretary
Summerplace Homeowners Association

3.18 Signs:

No sign shall be erected or displayed upon any unit, building or residential lot without prior written approval by the ARC, except:

- (a) One sign no larger than six (6) inches by twenty four (24) inches displaying the name of the occupant;
- (b) One temporary sign no larger than eighteen (18) inches by twenty-four (24) inches advertising the property for sale, which must be removed upon the sale of the property;
- (c) Signs no larger than eighteen (18) inches by twenty-four (24) inches advertising estate or moving sales. Estate or moving sale signs may be displayed only during the forty eight (48) hours allowed for such sales; or
- (d) Approved "no soliciting" and "no trespassing" signs available through the office.

3.19 Antennae:

One satellite dish, not exceeding thirty six (36) inches in diameter, will be allowed on each residence when installed in a location approved by the ARC. Such location shall be in the least visible area of the roof or eave, and not objectionable to neighbors.

Antennae and dishes no longer in use must be removed promptly.

3.20 Brick Walls and Wood Fences:

Individual Lot owners are responsible for repair and replacement of those portions of the brick wall and wood fence located on such Owners' lots, as more particularly set forth in the Declaration of Conditions and Restrictions, as amended. The Association's Architectural Review Committee shall from time to time establish the required procedures and specify the required materials for use in connection with such maintenance, repair and replacement. As of the adoption of Section 3.20, repair and replacement of the brick wall must use the 'Autumn Blend' brick only; repair or replacement of fences must use 2 x 12 pressure treated wood matching the existing wood.

4. LANDSCAPE POLICY

4.01 Landscape Design:

All lots shall be landscaped in a manner that is harmonious and compatible with the overall landscaping policy as noted herein. (CC&Rs, Section 1.7).

4.02 Landscape Maintenance:

Each owner shall maintain the landscaping and yard area in an attractive appearance, free from insects and diseases, as well as weeds and undesirable plants. Each owner shall provide for the timely replacement of lost plant life and bark-dust, and for trimming and pruning of plant material to prevent an overgrown look. (CC&Rs, Section 1.7).

Lot owners shall trim, prune, remove or replace plant material as may be necessary in order to prevent interference with any portion of the brick wall or wood fence located on such owners' lots.

EXHIBIT A
Schedule of Fines

Summerplace Homeowners Association			
All fines are per event/occurrence. In the event a violation is continuing in nature, the fine will renew either daily, weekly, or monthly until the violation is remedied or ceased.			
	<u>Alterations and Additions, Temporary Structures, etc.</u>	<u>Fine in \$</u>	<u>Renews</u>
1.	Construction, alteration or modification of any building (including painting), fence, or other structure without prior Architectural Committee approval	\$250	Monthly
2.	Use of garage or trailer for living quarters	\$250	Monthly
3.	Parking of a truck, passenger vehicle, camper, motor home, trailer, or boat on the street for more than 24 hours	\$50	Per Day
4.	Parking passenger vehicle or truck in driveway in lieu of parking in garage	\$50	Weekly
	<u>Fences, Hedges, and Walls</u>		
5.	Construction of a fence, hedge, structure, or wall (other than retaining wall) between the setback line and the property line or any structure obstructing vision at roadway intersections or driveways	\$100	Monthly
6.	Failure to maintain brick walls, wood fences, and retaining walls, which includes but is not limited to moss and tree limbs touching walls and fences	\$100	Monthly
	<u>Animals</u>		
7.	Keeping any animals or fowl other than a maximum of 2 household pets and other animal violations under the Declaration	\$100	Monthly
	<u>Signs</u>		
8.	Failing to obtain written permission before erecting or displaying a sign on any unit or building or residential lot except those permitted in the Declaration	\$50	Weekly
	<u>Use of Property</u>		
9.	Failing to obtain written permission before using a dwelling for the conduct of business or for any commercial purpose	\$250	Monthly

10.	Installation without prior written approval of any structure listed in Section 1.6 of the Declaration	\$100	Monthly
11.	Failing to screen drying lines or apparatus from exterior view	\$100	Monthly
12.	Failing to keep garbage and other waste in sanitary containers away from public view and regularly dispose of such garbage	\$100	Monthly
13.	Nuisance and aesthetic burdens to the neighborhood or other occupants	\$100	Weekly
	<u>Landscape and Tree Maintenance</u>		
14.	Failing to complete yard landscaping within a reasonable time	\$50	Weekly
15.	Failing to conform landscaping to established general pattern of others in the community	\$50	Weekly
16.	Failure to maintain, cultivate, or keep yard free from insects, weeds, and diseases	\$50	Weekly
17.	Damage to or removal of existing tree without prior written approval	\$250	Per event
18.	Planting which results in the obstruction of the view of other residents or infringes upon the property of other residents, or failing to maintain shrubs and trees.	\$50	Weekly
	<u>Slope and Drainage Easements</u>		
19.	Blocking, hindering, or interfering with the established drainage pattern over land from adjoining or adjacent land	\$250	Monthly
	<u>Occupancy of Residential Units</u>		
20.	Occupation of a residential unit by a person who is not a proprietary or Associate Member of the Association, except for temporary and social visitations as allowed in the Declaration, without first obtaining approval	\$50	Weekly
	<u>Roofs, and Exterior Paint Color</u>		
21.	Failure to obtain written approval prior to replacement of roof	\$250	Monthly
22.	Failure to obtain written approval prior to painting any structure	\$250	Monthly
	<u>Other</u>		
23.	Other violations of any Governing Documents of the Association not set forth above	\$100	As applicable