

# TOWNHOME & CONDOMINIUM

## DESIGN GUIDELINES

### Table of Contents

---

\* APPLICATION INFORMATION

\* COVENANT ENFORCEMENT PROCEDURES

\* NEIGHBORHOOD ASSOCIATION GUIDELINES

Guideline No. 1.	Animals
Guideline No. 2.	Exterior Decorative Objects
Guideline No. 3.	Trash Collection
Guideline No. 4.	Exterior Landscaping & Maintenance
Guideline No. 5.	Signs
Guideline No. 6.	Lighting Air Conditioning Units
Guideline No. 7.	Insurance
Guideline No. 8.	Vehicles & Parking
Guideline No. 9.	Satellite Dishes

\* REQUEST FOR MODIFICATION REVIEW FORM

#### APPLICATION INFORMATION

1. A complete Form must be submitted through the Covenants Committee for all modifications. **The verbal approval of any sales agent, John Wieland Homes and Neighborhoods' employee, association representative is not sufficient. All modification approvals must be in writing.** When plans are required, they must be submitted with the Form. A Form is attached to these guidelines. Additional Forms are available from the John Wieland Homes and Neighborhoods Sales Office or the Covenants Committee.
2. The Covenants Committee ordinarily meets on a regular basis, except when a holiday postpones a meeting. Owners generally receive a response to their request within ten days after their meeting at which the request is considered.

#### COVENANT ENFORCEMENT PROCEDURES

1. Apparent covenant violations - as reported by any source - must be submitted in writing to the Covenants Committee to be referred for appropriate action.
2. If a violation cannot be resolved by the Covenants Committee, the Advisory Committee will refer the matter to the Board of Directors who will send a letter requesting compliance and/or submissions for approval.
3. If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include: (i) suspension of the right to vote; (ii) suspension of the right to use the recreational facilities; or (iii) recordation of notice of covenant violation with the superior court; (iv) imposition of a fine on a per violation and/or per day basis; (v) commencement of legal procedures; (vi) correction of the violation by the association with all costs charged to the violator; and/or (vii) filing a lien for all fines and costs to correct the violation.

**TOWNHOME & CONDOMINIUM  
NEIGHBORHOOD ASSOCIATION GUIDELINES**

GUIDELINE NO. 1

Pets

- 1.1 Pets shall be restrained on a leash at all times when allowed outside of the unit, accompanied by the pet owner at all times.
- 1.2 Pets are not permitted to run unattended in the Common Area nor may they be tied up in the common area. Pets are not to be left unattended.
- 1.3 Pet owners must immediately clean up after their animal at all times.
- 1.4 Any pet that is determined to be, in the sole opinion of the Board of Directors, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.
- 1.5 Pet owners are responsible for any damage that is caused to the common area by their pet(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.

GUIDELINE NO. 2

Patios, Exterior Decorative Objects, Front Porch Flower Pots, Etc.

- 2.1 A Modification Form, found in the Design Guideline Information Packet, requesting approval of installation or placement of all decorative objects, except as listed in article 2.2, on or attached to structures, shall be submitted to Covenants Committee for review & approval.
- 2.1a Decorative objects shall include, but not be limited to bird baths, wagon wheels, sculptures, statues, fountains, artificial plants & flowers, rocks, free standing poles, flag poles, etc
- 2.1b **No decorative objects shall be placed on Common Property**
- 2.2 Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy. Neatly maintained front porch flower pots (maximum of 4) in keeping with the exterior color, containing evergreens/flowers, do not require submission of a form.”
- 2.3 All objects and decorations will be evaluated on criteria such as tastefulness, keeping within the style and colors of the surrounding environment and maintaining the integrity of the overall concept, design and master plan of the community.
- 2.4 Patios may not be used as storage areas nor in any way distract from the appearance from the building.

- 2.5 Residents shall not dry or air clothes on the patio areas or on lines or poles hung on the exterior of any building.
- 2.6 No awnings or other projections shall be attached to the outside walls of the building unless specifically approved by the Board of Directors. No exterior blinds, shades or screens shall be attached to, hung, or used in conjunction with any patio, window or door of the of the unit without the prior written consent of the Board of Directors.
- 2.7 All residents and occupants shall use care in securing items or fixtures kept on patio areas to ensure items are not blown from same.
- 2.8 Patio areas shall not be used as an animal control area if such confinement causes the animal to create a nuisance either by noise or odor that in the sole discretion of the Board is an unreasonable nuisance to the living enjoyment of others.

### GUIDELINE NO. 3

#### Trash Collection and Removal

- 3.1 If the Association has contracted with a waste removal provider for the servicing of all Townhome/condominium units within the Neighborhood, the expense for such service shall be included as a common expense.
- 3.2 All refuse must be placed in a trash receptacle (or personally provided trash container) that contains a lid that will protect the trash from being blown throughout the community prior to pick up. All recycling bins are to be guarded with some type of weighted material that will prohibit the blowing of recycling goods. All trash receptacles and recycle bins shall be stored inside the garage, except for after 6 p.m. the night before or the day of service.
- 3.3 All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (i.e. furniture, appliances, carpet. etc.)

### GUIDELINE NO. 4

#### Exterior Landscaping and Maintenance

- 4.1 Sidewalks and entrances must not be obstructed.
- 4.2 No owner or occupant shall plant or place flowers, plants, gardens, hanging baskets or shrubbery outside of their individual courtyard unless prior written consent is given by the Board of Directors except for those placed in pots on the front patio or deck.
- 4.3 Vehicular traffic across the lawn and landscaped areas is not permitted. The expense to repair areas due to repeated foot traffic or vehicular access will be assessed to the Owner causing said damage.

## GUIDELINE NO. 5

### Signage & Flags

- 5.1 The Board of Directors shall approve all signage prior to installation for appropriateness, size, and placement. Typical signage that is acceptable shall include:
- 5.2 No flags or banners shall be permitted. This is not intended to limit or prohibit the display of the U.S. flag; however, lighting of a flag is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of a national flag.

## GUIDELINE NO. 6

### Lighting/Air Conditioning Units

- 6.1 The Association shall be responsible for common area lighting. All lights controlled by an interior switch shall be maintained by the individual and resident shall be responsible for replacing the light bulb as needed.
- 6.2 No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors.
- 6.3 Window air conditioning units shall not be permitted on any Unit.

## GUIDELINE NO. 7

### Insurance

- 7.1 The Association's Insurance Policy does not cover the contents of the unit or liability within it. Each Townhome/condominium owner should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the premises.
- 7.2 Any and all insurance claims pertaining to the Association's policy are to be filed through the Board of Directors.
- 7.3 All damages due to negligence of the owner will be the responsibility of the owner, and the owner will pay the deductible. Damages occurring by no fault of the owner will be the responsibility of the Association and the Association will pay the deductible. It is the Board's responsibility to determine "negligence", in which case the owner presents his/her case before the Board in a hearing. All decisions made by the Board in this hearing are binding.

GUIDELINE NO. 8

*What is a street  
All streets*

Vehicles and Parking

- 8.1 Roads within the community are designated as private streets. Vehicles shall not be parked on any street within the Community. Vehicles shall park in garages. If more vehicles are owned than garage space is available, vehicles may be parked in the driveway. Temporary parking (four hours or less) is allowed if not a nuisance to neighbors or impediment to traffic flow. Homeowners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to other driveways and traffic.
- 8.2 All vehicles shall meet local noise requirements. All vehicles must have mufflers in good working condition.
- 8.3 No boats, trailers, RV's or commercial vehicles shall be parked in the neighborhood at any time except for the purpose of loading and unloading. No inoperative vehicle shall remain parked in the neighborhood for a period of longer than 24 hours. In both cases above, any such vehicle(s) shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). Such vehicles are subject to the immediate removal (towing) at the owner's expense.
- 8.4 No mechanical work will be performed on vehicles in the subdivision except as can be provided within the enclosed garage of the unit, screening the sight, sounds and odors of such repairs. Such repair activity shall be limited to the necessary repairs of the resident's vehicles only and shall not extend to the repairs of vehicles not belonging to residents of the community.
- 8.5 Vehicles that are parked on subdivision property illegally, or without current license plates, or have not been moved for a period of 48 hours or longer are in violation of the Covenants, and shall be determined abandoned and may be towed and/or ticketed.

*or 14 days*

GUIDELINE NO. 9

Satellite Dishes

No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite ("DBS") antennas or multi-channel multi-point distribution service ("MMDS") antennas larger than one (1) meter in diameter, shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of Directors or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter and television broadcast service antennas may be installed after notification to Board of Directors only if reasonably screened and located as approved by the Board of Directors or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board and Declarant reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owner's and Occupant's and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-

effective way to receive the signals sought to be received.

Antennas shall be located in a place shielded from view from the street or from other lots or units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. Typical installation locations would be (in this order), inside unit or under eaves of roof. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually owned lot. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.

Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.

Antennas, masts and any visible wiring must be painted to match the color of the structure to which it is installed, if acceptable quality signal may be received.

SATELLITE DISH INSTALLATION NOTIFICATION

Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Office Phone \_\_\_\_\_

Community \_\_\_\_\_

Lot/Block \_\_\_\_\_

Please provide the Covenants Committee with all information necessary to evaluate the request thoroughly and quickly. Notification must include, without limitation, the following information: site plan (including all dimensions), detailed description of installation location, and any other information as specifically required below or as required by the Design Guidelines approved for the community.

Description of Installation:

\_\_\_\_\_  
\_\_\_\_\_

Estimated Start Date \_\_\_\_\_

Estimated Completion Date \_\_\_\_\_

No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite ("DBS") antennas or multi-channel multi-point distribution service ("MMDS") antennas larger than one (1) meter in diameter, shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of Directors or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter and television broadcast service antennas may be installed only if reasonably screened and located as approved by the Board of Directors or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board and Declarant reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owner's and Occupant's and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.

Note: I understand and agree that no approval is necessary provided antenna installation follows the Association adopted guidelines. If not installed pursuant to these guidelines, it may be requested that satellite dish/antenna be relocated.

Neither John Wieland Homes and Neighborhoods, Inc., the Association Board of Directors, the Association Committee's nor their respective members, Secretary, successors, assigns, agents, representatives or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The Architectural Review is directed toward review and approval of site planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.

By signing this, I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Association and other property that occurs due to antenna installation, maintenance and use.

If installation does not comply with the Association's rules, please provide 3 days and times which you will be available to meet and discuss the installation.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

---

Comments:

**REQUEST FOR MODIFICATION REVIEW**

Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Office Phone \_\_\_\_\_

Community \_\_\_\_\_ Unit \_\_\_\_\_

Please provide the Covenants Committee with all information necessary to evaluate the request thoroughly and quickly. Requests must include, without limitation, the following information: site plan (including all dimensions), color chips (if applicable), detailed description of request, list of materials, pictures (if applicable), and any other information as specifically required below or as required by the Design Guidelines approved for the community.

Description of Modification Requested:

\_\_\_\_\_  
\_\_\_\_\_

Estimated Start Date \_\_\_\_\_

Estimated Completion Date \_\_\_\_\_

Acknowledgment of Adjacent Owners (all owners sharing common boundary line): This acknowledgement will be considered by the Covenants Committee but will not be binding upon the Covenants Committee. No application will be considered unless this section is completed.

Signature \_\_\_\_\_ Unit ( ) Approve ( ) Disapprove ( )

Signature \_\_\_\_\_ Unit ( ) Approve ( ) Disapprove ( )

Signature \_\_\_\_\_ Unit ( ) Approve ( ) Disapprove ( )

**Please refer to the Guidelines for necessary information required for modifications.**

**Note:** I understand and agree that no work on this request shall commence until written approval of the Covenants Committee has been received by me. I represent and warrant that the requested changes strictly conform to the community Design Guidelines and that these changes shall be made in strict conformance with the Design Guidelines. I understand that I am responsible for complying with all city and county regulations.

Neither John Wieland Homes and Neighborhoods, Inc., the Association Board of Directors, the Association Advisory Committee or the Association Covenants Committee nor their respective members, Secretary, successors, assigns, agents, representatives or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The Architectural Review is directed toward review and approval of site planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**FOR COVENANTS COMMITTEE USE**

Approved By: \_\_\_\_\_  
Covenants Committee Member

Date Received \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Conditions \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_