

ARCHITECTURE COMMITTEE RULES AND GUIDELINES

ARTICLE 1. PURPOSE

a. In order to maintain the architectural character and integrity of the community as well as preserve the value of the homes situated therein, it is necessary to enact and enforce the following Architecture Committee Rules and Guidelines. The authority for the Architecture Committee to enact and enforce architectural control guidelines is provided by the Declaration of Covenants, Conditions, and Restrictions pursuant to Article VIII. A copy of said Declaration (hereinafter referred to as "the Declaration") was given to each owner at the time of purchase of their home. If there is any conflict between the Declaration and these Guidelines, the provisions of the Declaration shall prevail. Strict observance and adherence to these Rules is required.

b. Pursuant to Article VIII of the Declaration of Codes, Conditions and Restrictions for the Bridle Path HOA, Architecture Committee approval must be obtained by the homeowner before any improvements may be constructed or landscaping installed.

c. This review is in no way intended to approve architectural requests for structural engineering or in lieu of required governmental permits or inspections, including all City/County building code requirements for setbacks.

ARTICLE 2. IMPROVEMENTS NOT REQUIRING APPROVAL

Section 1. Approval Not Required. The following improvements do not require submission for approval to the Architecture Committee.

- a. Repainting or re-staining the exterior surfaces of any structure, including the dwelling, in the original colors.
- b. Installation of gutters so long as they closely match the color of the trim and all downspouts closely match the stucco or siding color.
- c. Cement slabs and walkways where the cement slab or walkway is located in the rear or side yard behind the owner's fencing. Owners are responsible for ensuring proper drainage to the street. Hardscape changes in front of the fence line require AC approval.
- d. Plantings that do not exceed six feet in height or that are not expected to exceed six feet in height.

ARTICLE 3. ARCHITECTURAL COMMITTEE

SECTION 1. ARCHITECTURE COMMITTEE STRUCTURE

Section 1.1 Organization.

- a. The Board may act as, or may appoint, an Architecture Committee (AC) consisting of up to three (3) persons who shall also be Members of the Association.
- b. Any person who serves on the Committee shall excuse themselves (abstain) from voting or decision making processes on any project upon which they may be biased (example: their own proposal or that of a spouse, family member, roommate, relative, etc.).

Section 1.2. Term of Office.

- a. Each AC member shall serve a term of one (1) year. Members may be reappointed to serve additional terms.
- b. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term.

Section 1.3. Appointment and Removal.

- a. The right of appointment and removal shall be vested solely in the Board, and a Member may be removed without prejudice prior to expiration of his or her term if the majority of the Board determines removal is in the best interests of the Association.

Section 1.4. Resignation.

a. Any member or alternate member of the AC may at any time resign from the Committee upon written notice delivered to the Board.

Section 1.5. Vacancies.

a. Any vacancies on the Committee, however caused, shall be filled by the Board.

SECTION 2. ARCHITECTURE COMMITTEE DUTIES

Section 2.1. Duties.

- a. It shall be the duty of the AC to
1. review proposals or plans submitted to it pursuant to the terms hereof,
 2. to review sites if determined helpful,
 3. to impose conditions related to neighbor contact if deemed prudent or necessary,
 4. to communicate with Homeowners if and as more information is required,
 5. to inform the Board of issues related to those proposals for approval or disapproval and/or for conditions upon either, and
 6. to perform other duties delegated to it by the Association.

Section 2.2. Meetings.

- a. The AC shall meet from time to time as necessary to properly perform its duties hereunder.
- b. The vote or written consent of any two (2) members of the AC shall constitute an act by the Committee.
- c. The Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise.

Section 2.3 Reimbursement.

a. The AC and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any AC function.

Section 2.3. Architecture Committee Rules.

a. The AC may, from time to time and in its sole discretion, recommend new rules and regulations or amendments to rules and regulations subject to Board approval. Said Rules shall interpret and implement the provisions hereof by setting forth the standards and procedures for AC review and guidelines for proposed changes.

ARTICLE 4. SUBMISSION, REVIEW AND APPROVAL OF IMPROVEMENTS

SECTION 1 SUBMISSION

Section 1.1. Application for Approval of Improvements.

- a. Any Homeowner proposing to perform any work of any kind whatsoever which requires the prior approval of the AC pursuant to this Declaration shall apply to the Committee for approval by notifying the AC of the nature of the proposed work in writing and furnishing such information as the Committee may require.
- b. At a minimum, Homeowner shall submit an Architectural Improvement Request Form along with two copies of plans, drawings, specifications, etc., as applicable to the improvement and as detailed in the Section 1.3 Required Documentation for Submittals. The AC reserves the right to request additional drawings, specifications, samples, or other documentation pursuant to Section 1.3 as applicable to the improvement.
- c. Notice is to be made through the management company, through the contact address for the Association otherwise provided to the membership, or through direct delivery to the Chairman of the Architecture Committee **prior to the commencement of any construction** except where emergent conditions dictate immediate action.

d. Applications delivered to Board Members or Committee Members other than the Chairman of the Architecture Committee at their homes or elsewhere except for at a duly convened board meeting are considered to be improperly presented and are in effect non-submissions.

Section 1.2. Adjacent Neighbor Notification.

a. It is the intent of the AC to consult adjacent neighbors on any improvements which may impact on their use and enjoyment of their property.

1. Adjacent neighbor means the home or homes that share a common property line.

2. Adjacent neighbor approval or disapproval of a particular improvement shall be advisory only and shall not be binding in any way on the AC.

b. The following improvements require an adjacent neighbor notification statement with the submission of plans:

1. Additions and other changes to the exterior portions of homes including windows, doors and roofs

2. Solar Panels

3. Fences and walls

4. Pools and spas

5. Patio covers and gazebos

6. Storage and shed or utility buildings

7. Landscape plantings that exceed or are expected to exceed six feet in height or impact a neighbors enjoyment of their home

8. Landscape plantings that have invasive roots or surface roots that may damage a neighbors property

9. Dog runs

10. Any other exterior improvements that may impact neighbors and the community.

c. Objections from neighbors and other interested parties should be voiced in writing or in person to the AC or Board prior to or within ten (10) days of the submission of an Architectural Improvement Request. Any objections received after approval will not be considered by the AC regardless of the reason for the delay.

Section 1.3. Required Documentation for Submittals

Section 1.3.1. Architectural Request Form

a. Must be filled out with Bridle Path home information

b. Provide brief description of change.

c. Must be signed by homeowner. Requests will not be processed without homeowner signature.

Section 1.3.2. Neighbor Notification Form

a. For all improvements that require one, a Neighbor Notification Form must be submitted. It should be filled out completely and have signatures of all homeowners that share a common property line with the applicant.

Section 1.3.3. Plans, Drawings, Specifications and Samples

Section 1.3.3.1. General Requirements for All Plans

a. Drawings shall show the nature, kind, shape, dimensions, materials, location, and color of improvements to be considered.

Section 1.3.3.2. Plot Plan

a. Show all lot lines accurately as lengths, angles, and curves.

b. Show all dimensions on the work to be considered and distances between existing structures, new work, and property lines. Barns, garages, and homes on adjacent properties and the distances to any proposed building modifications should be considered and included on plot plans.

Section 1.3.3.3. Roof Plan (Structural Additions Only)

- a. Show plan of all existing and new roof with pitches noted.
- b. Show material and color of all existing and new roofs.

Section 1.3.3.4. Floor Plan (Structural Additions Only)

a. Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the building.

Section 1.3.3.5. Elevations

a. Show elevations (front, rear, sides) of all new structures, additions, walls, fences, gates, or any other upright structure being modified.

Section 1.3.3.6. Landscape Plan

- a. Show the plotted locations of sprinklers, drains, trees, shrubs, ground cover, fences, patio cover, walls, spas and associated equipment, and all other structures.
- b. The AC reserves the right to request a plant list on a case-by-case basis.
- c. Show grading and drainage. Show the location of the bottom or toe of any slope and the top of any slope. All yard drainage must include showing the direction of water flow and location of drainage swale yard drain.

Section 1.3.3.7. Color Samples

a. Color samples of all paint or stain are required when they deviate from the original color scheme. The AC reserves the right to approve or disapprove color changes.

Section 1.3.3.8 Material Samples

a. Material samples may be required at the discretion of the Architecture Committee.

Section 1.3.4. Access to Adjoining Property.

a. When construction work requires the use of adjoining property, the applicant shall obtain written permission from the adjoining property owner. A copy of said permit shall be filed with the request for AC approval.

SECTION 2. REVIEW

Section 2.1. Review Period

a. The AC shall complete review of applications for improvements within forty-five (45) days from the date they are received by the Association.

- 1. If additional information is required by the AC to complete its review, the AC shall request all such information within 15 days of receipt of the application.
- 2. Upon receipt of the requested additional information, the AC shall have a minimum of 30 days to complete its review.

b. Improvement requests that require the submission of an Adjacent Neighbor Notification form shall require a minimum fifteen (15) day review process to allow for receipt and review of adjacent neighbor comments.

Section 2.2. Basis for Approval of Improvements. The AC may grant approval if:

- a. The Homeowner makes appropriate application as required in Article 4 Section 1 above;
- b. The Homeowner provides plans, specifications (if and as required), and drawings giving sufficient detail of the proposed change or improvement, with a statement of intent to use licensed and bonded contractors, and engineers or architects if warranted (depending on the proposed improvement);

c. The plans and specifications conform to this Declaration, and to the Architectural Committee Rules and to any known regulations of the municipality in effect at the time such plans were submitted to such Committee; and

d. The proposed improvements would be compatible with the standards of the Bridle Path community and the purposes of this Declaration as to quality of workmanship and materials, as to harmony of external design with nearby existing structures, and as to location with respect to topography and finished grade elevations.

Section 2.3. Variance.

a. The Architectural Committee may authorize variances from compliance with any architectural provision contained in the Guidelines on height, size, floor area, or placement of structures, or similar restrictions when circumstances such as a topography, natural obstructions, hardship, aesthetic, or environmental consideration may require such variances.

Section 2.4. Right of On-Site Inspection.

a. With respect to the approval process, the AC reserves the right to an on-site inspection before rendering a decision.

SECTION 3. APPROVAL

Section 3.1. Approval by Architecture Committee.

a. "Architectural approval" consists of a vote by the AC and written approval by the AC.

b. All AC decisions for approval or disapproval given shall be in writing to the Homeowner with one copy provided to the Association's managing agent.

c. Any request for approval that has not resulted in a decision by the AC within the timeframe detailed in Article 4 Section 2.1.a shall be deemed approved.

Section 3.2. Appeal Procedure.

a. In the event that plans and specifications submitted to the AC are disapproved, the owner filing such application may appeal in writing to the Board of Directors.

1. The Board must receive the request not more than thirty (30) days following the final decision of the committee for review.

2. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision.

a. The Board may agree with the AC decision and uphold disapproval, or the Board may disagree with the ACC and approve the plans and specifications.

b. The Board may also ask for further information, and, if deemed prudent, give any matter additional and separate review.

b. The Board's decision is final.

c. The failure of the Board to render a decision within forty-five (45) days shall be deemed a decision in favor of the owner filing the appeal.

ARTICLE 5. PROJECT IMPLEMENTATION

SECTION 1. PROCEEDING WITH WORK.

a. Upon receipt of approval from the AC pursuant to Article 4 Section 3 above, and not before, the Homeowner, as soon as practicable, shall satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, improvements, alterations and excavations so approved.

b. If the Homeowner fails to comply with this Section, any approval given pursuant to Section 4 above shall be deemed revoked unless the AC, upon written request of the Homeowner, extends the time for such commencement. No such extension may be granted except upon a finding by the AC that there has been no change in the circumstances upon which the original approval was granted.

SECTION 2. QUALITY OF WORK.

a. All work must be performed in a manner consistent with the general dwelling construction and appearance of the community. All work considered to be of an unsightly-finished nature or of lesser quality than the prevailing community standards shall be reworked to acceptable appearance.

ARTICLE 6. VIOLATION OF GUIDELINES.

SECTION 1. NO CONSTRUCTION AFFECTING LANDSCAPE AND EXTERIOR OF HOME.

a. No changes or additions to the exterior of any building are allowed without architectural approval.

1. With the exception of the installation of normal vents required to meet city or state building codes, no changes to roofs are allowed without architectural approval.

b. No installations of any outbuildings including barns, garages, any structure requiring a permanent foundation, or sheds with or without a permanent foundation are allowed without architectural approval.

c. No installations of any walls, fences or gates are allowed without architectural approval.

d. No changes or additions to walls, fences or gates are allowed without architectural approval.

e. No changes to hardscape are allowed without architectural approval except as noted in Article 2.

f. No changes to landscaping except as noted in Article 2.

g. No radio station or short wave operators of any kind shall operate from any Lot, unless approved by the Architectural Committee. No exterior radio antenna, earth receiving station, or other similar electronic receiving or broadcasting device of any type shall be erected or maintained in the Project without prior approval of the AC.

h. No satellite dishes over 39" will be allowed. All satellite dishes 39" in diameter or less must be approved by the AC prior to installation. All satellite dishes 39" in diameter or less must be installed in a professional manner and the dish should not be clearly visible from the street.

i. No sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view or any portion of the properties or any lot without prior written consent of the AC. Two exceptions do not require prior written consent of the AC:

1. One (1) sign for each lot advertising the dwelling for sale or lease.
2. Signs indicating the presence of an alarm or security system.

SECTION 2. NO CONSTRUCTION AFFECTING COMMON AREAS.

a. No patio cover, landscaping or other improvement may be attached to or affect the Common Area **without first** seeking and obtaining written approval of the Board.

b. No installation of gates or vertical extensions on Common Area walls or walls maintained as part of the Common Area are allowed **without first** seeking and obtaining written approval of the Board

SECTION 3. FAILURE TO OBTAIN APPROVAL.

a. Failure to obtain necessary approval from the AC prior to initiating improvements shall constitute a violation of the Declaration and may require modifications or removal at the homeowner's expense.

SECTION 4. NOTIFICATION OF VIOLATION OF GUIDELINES.

- a. When the AC becomes cognizant of any violation of these rules and guidelines, whether by Architecture Committee member or other homeowner, the AC shall issue a preliminary finding to the Board.
- b. Upon receipt of a preliminary finding that a violation exists, the Board shall issue a Notification of Violation describing the nature of the violation and direction to remedy the violation.

SECTION 5. REMEDY OF VIOLATION OF GUIDELINES.

- a. If, upon the expiration of thirty (30) days from the date on which an owner is notified of a violation of these Guidelines, said owner has failed to remedy the non-compliance or respond in writing to the Board, the Board of Directors shall notice the offending party on a date and time for a hearing in writing. After affording such owner notice and hearing, the Board shall determine whether there is a non-compliance of the Declaration and, if so, the nature thereof.
- b. If non-compliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling of non-compliance. If the owner does not comply, the Board will initiate reasonable and appropriate actions, including fines, to see that non-complying improvements are removed.

ARTICLE 7. ESTOPPEL CERTIFICATE. (Statement that No Violations Exist)

- a. Within thirty (30) days after written demand is delivered to the Architectural Committee by any Homeowner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Unit of said Homeowner) that as of the date thereof either:
 1. All improvements made and other work done upon or within said property comply with this Declaration
 2. Such improvements or work do not so comply in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such non-compliance.
- b. Any purchasers of the property shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Homeowners and such persons deriving any interest through them.

ARTICLE 8. LIABILITY.

Section 1. Architecture Committee Not Liable

- a. Neither the Architectural Committee nor any Member of it shall be liable to the Association or to any Homeowner for any damage, loss or prejudice suffered or claimed on account of:
 1. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
 2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
 3. The development of any property within the Project; or
 4. The execution and filing of an estoppel certificate, whether or not the facts therein are correct.
- b. Specifically and without limitation of the foregoing, plans and specifications are not approved for adequacy or engineering or structural design and, by approving any plans and specifications, neither the Architectural Committee, the Members thereof, the Association, the Members thereof, the Board, nor the Member thereof assumes liability or responsibility therefore, or for any defect in any structure constructed pursuant to such plans and specifications.