

THE PARKS AT SPRINGMILL ARCHITECTURAL GUIDELINES, STANDARDS & REQUIREMENTS

1. Overview:

The Parks at Springmill Homeowners Association is governed by bylaws and covenants. It is a responsibility of the Board of Directors to establish rules and regulations for the health, comfort, safety and welfare of residents and for the preservation and enhancement of property values in the community in accordance with the *Declaration of Covenants, Conditions and Restrictions for the Parks at Springmill*.

2. Homeowner Maintenance:

In accordance with the *Declaration of Covenants, Conditions and Restrictions for the Parks at Springmill, Article VIII Owners Maintenance*, homeowners shall be responsible for the home upkeep and maintenance.

3. General Restrictions and Obligations of Homeowners:

Contained in the *Declaration of Covenants, Conditions and Restrictions for the Parks at Springmill, Article IX General Restrictions, Obligations and Rights Applicable to Property*, are a number of property requirements and restrictions for homeowners. See Appendix A for an abbreviated list.

4. Architectural Controls and Review:

- According to the *Declaration of Covenants, Conditions and Restrictions for the Parks at Springmill, Article VI Architectural Controls* (see Appendix B), the *Architectural Review Committee (ARC)* shall regulate the external design, appearance, use, location, and maintenance of the properties in the community in order to preserve and enhance property values and to maintain a harmonious relationship among structures, improvements, and the nature vegetation and topography.
- No improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, or other work that in any way alters any lot or the exterior of the home shall be made or done without prior review and written approval by the ARC.
- It is the homeowners' responsibility to submit an ARC change request for all changes to the lot and exterior of the home prior to making changes, providing a detailed description of proposed changes in material, style, design, color, function, etc.

5. Architectural Guidelines:

According to the *Declaration of Covenants, Conditions and Restrictions for the Parks at Springmill, Article VI Architectural Controls*, the Architectural Review Committee (ARC) shall establish architectural requirements, guidelines standards in a fair, uniform and reasonable manner exercising discretion inherent in the design review process. Below are general guidelines for some common architectural changes. These are intended only as a general guide for homeowners in preparation for submitting architectural change requests and should not be

construed as conveying approval for any changes made to the homeowner's property unless otherwise specified below.

Any changes to the home exterior including but not limited to color (including sheen, shade, and tone), style, fixtures, and materials requires submission of an ARC change request and written approval prior to commencement of the proposed changes. The only home exterior work not requiring ARC approval are for exterior maintenance in which there are no changes being made to the color (including sheen, shade, and tone), style, fixtures, and materials. Contained in this document are some current home exterior architectural guidelines.

a. Exterior Paint & Stain:

- **Paint for Wood Composite Siding, Fiber Cement Siding, Wood Trim, Garage Doors, Gutters, Porch Posts, Porch Railing and Windows** shall match and be exterior flat *only* (no semi-gloss, gloss or high gloss)
- **Paint for Shutters and Entry Doors** shall be exterior flat, satin or semi-gloss *only* (no gloss or high gloss)
- **Stain for Decks, Play Sets, and Mailbox Posts:** Light natural wood colored transparent stain only, subject to ARC approval (no paint or solid stain)

b. Roof Shingles:

The original shingle installed on homes in the community was the **Owens Corning Supreme AR 3-tab shingle** in the color ***Weathered Wood***, which continues to be an approved shingle for the community. The ARC considers dimensional style shingles superior in appearance and performance. Currently approved dimensional shingles include:

Approved Shingles (Dec. 2013)

Manufacturer	Type	Product Lines	Color
Owens Corning	3-Tab	Supreme	Weathered Wood, Driftwood
GAF	Dimensional	Timberline	Weathered Wood
Tamko	Dimensional	Heritage	Weathered Wood
Certainteed	Dimensional	Landmark	Weathered Wood
Owens Corning	Dimensional	Duration, Oakridge	Driftwood
Owens Corning	Dimensional	Duration, Oakridge	Estate Gray

c. Replacement Garage and Porch Lights:

The approved replacement garage and porch light fixtures are posted at theparksatspringmill.com. The finishes on the garage and porch lights must match and may be *Brass, Black, Bronze, and Pewter* (no non-metallic or colored finishes). The garage lights shall have photocell operation from dusk-to-dawn with a minimum light output per fixture of 800 lumens. Clear bulbs are aesthetically preferred over frosted bulbs.

d. Replacement Windows:

Window replacement requires submission of an ARC change request and written approval issued by the ARC prior to changes to the home. Below are some general guidelines:

- Replacement windows shall have the same exterior appearance, look, design, style, type, functionality, dimensions, shape, trim, grids, frame, full-sized screens, color, and finish as the windows originally installed on the home unless otherwise approved in writing by the ARC.
- Windows with a painted exterior finish shall be painted with a flat paint having a color, sheen, shade and tone matching the existing exterior (siding, trim, garage doors, gutters, etc.) subject to approval by the ARC.
- Windows with a maintenance-free exterior finish shall have a color and shade closest to the existing exterior (siding, trim, garage doors, gutters, etc.) subject to approval by the ARC.
- Partial replacement windows with approved windows of a color, sheen, shade, or tone dissimilar to other approved windows on the home shall be painted to match the existing approved windows on the home.
- As part of a request for window replacement the homeowner must provide information detailing compliance and/or deviation from these requirements.

e. Basketball Goals:

Permanent basketball goals should have a black post and a clear backboard. Backboard markings may be white, black and/or red. Basketball goal style and placement must be approved by the ARC. Temporary basketball goals should be stored in the garage or up next to the home when not in use and should not be placed on a walkway, on a sidewalk, on a driveway apron or in the street at any time.

f. Composting:

Composting is allowed in ARC approved containers, which are to be stored within an enclosed area such as a fence or garage. The exterior of said containers are to be kept clean to prevent and reduce any odors.

g. Decks:

Decks must be constructed of wood. Painting is only allowed on the railings and trim of a deck if the paint color is consistent with the Home. Otherwise, the deck may be stained a natural color and should be treated with sealant. Deck color, style and placement must be approved by the ARC.

h. Fences:

Fences must be made of 1"x6" dog-eared cedar boards, shadow-box style, straight-top (not arched or scalloped), and no taller than 6 feet. Fences may not be painted, but may be stained with a light natural wood colored stain (semi-transparent only, no paint or solid stain) with the color subject to review by the ARC. Fences also may be treated with a clear (non-tinted) wood preserver or sealant. Fence height and placement must be approved by the ARC.

i. Holiday Decorations:

Holiday decorations may be displayed for a period of three weeks prior and two weeks following the corresponding holiday. The only noted exception is that Christmas decorations may be displayed from Thanksgiving Day to two weeks following Christmas (January 7). Holiday decorations must adhere to Article VI, Section 15, "...nor shall anything be done thereon (in any Homes, on any Lots or in the Common Area) which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the

Property.” The ARC reserves the right to enforce the removal of any decoration deemed a nuisance by the ARC.

j. Mailboxes and Posts:

Mailboxes and mailbox posts should conform to the original style, size and color installed by Estridge; this includes numbering on mailboxes in Park Meadow and numbering/street name lettering on mailboxes in Park Place. The original supplier of mail boxes to Estridge was Address Art. Mailbox posts, like fences and play sets, shall not be painted but may be stained with a light natural wood colored stain (semi-transparent only, no solid stain) with the color subject to review by the ARC. Mailbox posts may also be treated with a clear (non-tinted) wood preserver or sealant. Address Art contact information is:

317.254.1508 –toll free 1.888.900.1508 mailbox@addressart.com

k. Play sets / Swing sets:

Metal framed play sets / swing sets are prohibited. Play set / swing set frames must be made of wood and shall not be painted but may be stained with a light natural wood colored stain (semi-transparent only, no solid stain) with the color subject to review by the ARC. Play sets may not have a tree house, clubhouse or other enclosed building. Examples of excluded structures are available upon request. Play set/ swing set style and placement must be approved by the ARC.

l. Screen Doors/Security Doors/Storm Doors:

Screen doors and security doors are not allowed on the front door of any home in the property. Storm doors are allowed with ARC approval and color must be consistent with the home or front door of the Home. There are currently two approved types of storm doors. Examples are available upon request.

m. Trash Removal:

Trash should be secured approved trash cans with lids securely fastened to prevent animal intrusion and scattering by strong winds. Trash containers shall be kept clean and shall not be stored on any lot in open public view.

APPENDIX A

General Restrictions, Obligations and Rights Applicable to Property Abridged and Adapted from Article IX of the Declaration of Covenants, Conditions and Restrictions for the Parks at Springmill.

<p>Section 1. Home and Lot Restrictions.</p> <ul style="list-style-type: none">▪ Only one home shall be erected per lot for single family residence.▪ No trade or business shall be carried on within a Home or lot.▪ No part lot shall be leased, sublet, assigned or used for transient occupancy.
<p>Section 2. Building Set-back Lines.</p> <ul style="list-style-type: none">▪ No structure shall be erected between said set-back lines and the front, rear or side lot line.
<p>Section 3. Home Size.</p> <ul style="list-style-type: none">▪ Homes in Park Place shall be at least 2000 square feet.▪ Homes in Park Meadow shall be at least 1600 square feet.▪ This excludes open porches, attached garages and basements.
<p>Section 4. Garages.</p> <ul style="list-style-type: none">▪ No garage or an enclosed storage area shall be erected which is not permanently attached to the Home.
<p>Section 5. Outbuildings.</p> <ul style="list-style-type: none">▪ No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot.
<p>Section 6. Dusk-to-Dawn Light.</p> <ul style="list-style-type: none">▪ Each Lot shall have functioning dusk-to-dawn garage lights with a minimum light output per fixture of 800 lumens.
<p>Section 7. Driveways.</p> <ul style="list-style-type: none">▪ Each driveway shall be of concrete or asphalt material subject to approval by the Architectural Review Committee (ARC).
<p>Section 8. Swimming Pools.</p> <ul style="list-style-type: none">▪ No above-ground swimming pools are permitted.
<p>Section 9. Solar Heat Panels.</p> <ul style="list-style-type: none">▪ No solar heat panels are permitted.
<p>Section 10. Access.</p> <ul style="list-style-type: none">▪ All Lots shall be accessed from the interior streets of the property.
<p>Section 11. Fences.</p> <ul style="list-style-type: none">▪ No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said lines, or, in the case of a rounded property corner, from the intersection of the street lines extended.▪ The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight line. All fencing, color, style and its placement shall be subject to approval by the Committee. No fence shall be higher than six (6) feet. Fencing style and color shall be consistent with the Property.
<p>Section 12. Trash.</p> <ul style="list-style-type: none">▪ No Lot shall be a dumping ground for trash.▪ Rubbish, garbage or other waste shall be kept in sanitary containers.▪ All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view.▪ All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.
<p>Section 13. Tanks.</p> <ul style="list-style-type: none">▪ Any gas or oil storage tanks used in connection with a Lot shall be either buried or located such that they are completely concealed from public view.
<p>Section 14. Obstruction.</p> <ul style="list-style-type: none">▪ There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and

equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 15. Prohibition of Damage and Certain Activities.

- Nothing shall be done or kept on any Lot or in any Home or on or in any Common Area or any part thereof which would increase the rate of insurance on the Property without the prior written consent of the Association.
- Nothing shall be done or kept on any Lot or in any Home or on or in any Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Property and buildings thereon shall be committed by any Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners.
- No noxious, destructive or offensive activity shall be allowed in any Homes, on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 16. Animals.

- No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot, except that household pets may be kept on Lots, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

Section 17. Storage.

- Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the lot upon which the same are located.
- The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof.
- The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited.
- Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened.
- Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Property, or on any part of the Common Area, either permanently or temporarily.

Section 18. Signs.

- No signs of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot except that a "For Sale" or "For Lease" sign may be displayed on a Lot which is being offered for sale or lease provided that it is in such form, style and location as the Board may require.

Section 19. Antennae and Satellite Dish.

- Roof antenna and satellite dishes are regulated by the FCC.

Section 20. Rentals.

- Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
- All leases shall be in writing.
- No Home or Lot may be leased for a period of less than 90 days.
- Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Home.

Section 21. Rules and Regulations.

- The Board may adopt and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Property, including the Common Area, as the Board in its sole

discretion deems appropriate or necessary.

Section 22. Accessory Outbuilding Prohibited.

- No accessory outbuildings shall be erected on any Lot or Lots without the prior written approval of the Committee.

Section 23. Occupancy or Residential Use of Partially Completed Home Prohibited.

- No Home shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan.
- The determination of whether the Home shall have been substantially completed in accordance with the approved building plan shall be made by the Architectural Review Committee and such decision shall be binding on all parties.

Section 24. Other Restrictions.

- The Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

APPENDIX B

ARTICLE VI ARCHITECTURAL CONTROLS

Section 1. The Architectural Review Board. An Architectural Review Board ("Committee") consisting of two (2) or more persons shall be appointed by the Declarant. Following the end of the Development Period, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Property and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements, and the nature vegetation and topography.

Section 3. Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by any Owner other than Declarant of (i) construction, erection or alteration of any Home, building, fence, wall, swimming pool, tennis court, patio or other structure on a Lot or (ii) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Home or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over The Parks At Springmill, and no Owner shall undertake any construction activity within The Parks At Springmill unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this Section (3), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such Plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant or, if Declarant is no longer a Class B member, the Board of Directors, approval will be deemed denied. A decision of the Architecture Review Board (including a denial resulting from the failure of the Architectural Review Board to act on the Plan within the specified period) may be appealed to the Board of Directors, which may reverse or modify such decision (including approval of a Lot Development Plan deemed denied by the failure of the Architectural Review Board to act on such plan within the specified period) by a two-thirds vote of the Directors then serving.

Section 5. Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in Section 2 to the extent that such design guidelines and standards are not in conflict with the specific provisions of the Declaration. Any such guidelines or standards may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

Section 6. Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to Section 5 in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Architectural Review Board if resubmitted.

Section 7. Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of Section 6, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceedings challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Review Board, could only conclude that such determination constituted an abuse of discretion.