

SAVANNAH RIDGE ARCHITECTURAL REVIEW COMMITTEE (ARC) COVENANT ASSURANCE POLICY (CAP)

All property owners within the Savannah Ridge Subdivision are members of the Savannah Ridge Property Owners Association, Inc. d/b/a/ the Savannah Ridge Homeowner's Association (SRHOA), and subject to the legal, duly recorded "Declaration of Covenants, Conditions and Restrictions of Savannah Ridge". The following Procedures and General Rules have been established by the Architectural Review Committee and approved by the Association Board (BoD) to promote a safe, secure and esthetically pleasing neighborhood in which to live. The procedures are not intended to present any hardship on individual homeowners. A copy of the complete Declaration is available from the SRHOA President, Secretary or the SRHOA web site at: www.srhoa.net

COMPLIANCE ASSURANCE PROCEDURES

The Architectural Review Committee (ARC) is responsible for adopting general rules relating to the implementation of **Article VII, Architectural Controls** and **Article IX, General Restrictions** contained in the "**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAVANNAH RIDGE**" (Declaration).

The ARC has adopted general rules that interpret sections of the Declaration that is included in every member's recorded deed. Included in these general rules are fines for non-compliance. The general rules are intended to promote a safe, secure and esthetically pleasing neighborhood in which to live. The general rules are not intended to present any hardship on individual members.

PROCEDURE FOR COMPLIANCE ASSURANCE WITH ARTICLE VII, ARCHITECTURAL CONTROL

The ARC will receive and evaluate requests for approval of member projects. The request is to be submitted to the ARC by a member on an "Application for Project Approval" form. This form is a one-sheet application form, to be used by a member to request approval from the Association for special projects. This would include architectural changes such as room additions, fences installation, decks construction, paint color changes, landscape re-grading, etc. The form is available on the SRHOA website or can be obtained from an ARC or BoD member.

PROCEDURE FOR COMPLIANCE ASSURANCE WITH ARTICLE IX, GENERAL RESTRICTIONS

The ARC will monitor the compliance of members with the General Restriction of the Declaration. They will receive and take action on reports of potential non-compliance and, if necessary, make timely written recommendation to the BoD for appropriate action relative to these areas of responsibilities. A Non-Compliance Report form will be used for the reporting and/ recording of potential or actual violations of the Declaration. This form will provide a record and disposition information, which may be required for non-compliance resolution. The form is available on the SRHOA web site or can be obtained from an ARC or BoD member.

Covenants, General Rules and Fines

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structures, improvements, alterations, repairs, change of paint colors, excavations change in grade or other work shall be commenced, erected or maintained upon the properties, nor shall any exterior addition thereto or change or alteration be made, including exterior color until plans and specifications showing the nature, color, kind, shape, height, material and locations of the same have been submitted to and approved in writing as the harmony of external appearance, design and location to surrounding structures and topography by the Board of Directors of the Association or the Architectural Review Committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board or its designated Committee fails to approve or disapprove said design or location within thirty (30) days after said plans and specifications in writing have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This section does not apply to any original construction by Declarant or its assigns.

Following conveyance of the first Lot to an Owner, the architectural Review Committee shall adopt general rules so as to implement purposes as set forth in this Article VII, designated "Architectural Control", and shall adopt general rules interpreting the Covenants and Restrictions contained herein, including, but not limited to, rules regarding animals, trash containers, plantings, maintenance, roofing, alterations and conditions of the properties. Such general rules may be amended by a two-thirds (2/3) vote of the Board of Directors of the Homes Association following a public hearing giving due notice to all members of the Homes Association, and subject to approval of the Class B member, if any.

Further, the Architectural Review Committee shall retain the power to grant variances with regard to square footages, type and construction of materials, upon unusual conditions with regard to Lot size or other extraordinary circumstances. Further the Declarant reserves the right to amend these Architectural Control rules upon proper notice so long as Declarant is owner of at (3) Lots of the subdivision.

GENERAL RULE: An "Application for Project Approval" is required to satisfy Article VII above. The BoD may take appropriate legal action to stop construction as authorized in Article XI, Section 1 of the Declaration and may impose a \$25 fine for each week that member fails to submit an "Application for Project Approval"

ARTICLE IX

GENERAL USE RESTRICTIONS

Section 1

No Lot may be improved, used or occupied for purposes other than those specified by applicable zoning laws and restrictions.

GENERAL RULE: The BoD may take appropriate legal action to stop improvement, use or occupation as authorized in Article XI, Section 1 of the Declaration and may impose a \$100 fine for each month of documented violations to this covenant.

Section 2 Easements

Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developer as shown on the recorded plats of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and parcel of land and all improvements in it shall be maintained continuously by the Owner of Lot, except for those improvements for which a public authority or utility company is responsibly.

GENERAL RULE: City Code violations will be reported to the appropriate governmental entity, being the City or County, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$100 fine for each month of documented violations to this covenant.

Section 3 Other Restrictions

- (a) No residence shall be erected on any platted subdivision Lot exceeding (2) two stories in height without written consent of ARC. Further, each shall contain a minimum of enclosed floor area consistent with paragraphs (b), (c),

(d) and (e) of the required floor area. The words “enclosed floor area” is used herein shall mean in all cases the areas of the first and second floor of the dwelling unit enclosed and finished for all year occupancy, computed on the outside measurements of the residence and shall not mean or include any area of garages, porches or attics.

- (b) Single family ranch type homes shall have at least One Thousand Eight Hundred (1,800) square feet, with a minimum of a two-car attached garage.
- (c) Two-story homes must have at least Two Thousand two hundred (2,200) square feet, One Thousand One Hundred (1,100) square feet on the first floor and One Thousand One Hundred (1,100) square feet on the second floor, with a minimum two-car garage attached.
- (d) One and one-half story homes must have at least Two Thousand Two Hundred (2,200) square feet with One Thousand Four Hundred (1,400) square feet on the first floor and Eight Hundred (800) square feet on the second floor, with a minimum two-car attached garage.
- (e) Multi-level homes must have Two-Thousand Five Hundred (2,500) square feet with a minimum two-car basement garage

GENERAL RULE: The BoD may take appropriate legal action to stop unapproved, unauthorized or non-compliant construction as authorized by Article XI, Section 1of the Declaration and may impose a \$500 fine for each month of documented violations to this covenant.

Section 4 Garages

Except in cases where specifically approved by the Developer, such as three-car garages facing the front of the lot, garages shall open facing the side of back of the Lot. Garages shall be for not less than two (2) cars and not more than four (4) cars. Driveways should have a sufficient paved area for off street parking of at least two (2) cars. Garage doors shall remain closed when not required to be open due to ingress or egress, yard work or other good cause.

GENERAL RULE: The BoD may take appropriate legal action to stop unauthorized construction as authorized by Article XI, Section 1of the Declaration and may impose a \$25 fine for garage doors left open, without good cause, in excess of documented occurrences of 10 times per month.

Section 5 No Additional Structures

No structure of a temporary character or any house trailer, mobile home, basement, tent, shack, detached garage, or outbuilding shall be permitted to be placed upon said property.

GENERAL RULE: The BoD may take appropriate legal action to stop unapproved, unauthorized or non-compliant construction as authorized by Article XI, Section 1of the Declaration and may impose a \$200 fine for each month of documented violations to this covenant.

Section 6 No Domestic Pets

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or other tract of land, or in Common Areas except dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes. No more than two domestic pets shall be kept in any home. No pet shall be staked in Common Areas. All pets shall be kept on a leash when outside the home unless an underground pet system has been installed with ARC approval. No animal pens or runs shall be permitted.

GENERAL RULE: City Code violations will be reported to the appropriate governmental entity, being the City or County, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1of the Declaration and they may impose a \$25 fine for each month of documented violations to this covenant.

Section 7 Prohibited Parking

No trucks or commercial vehicles, boats, house trailers, motor homes, recreational vehicles, campers, inoperable motor vehicles, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on the Properties or outside any Lot improvements without the express approval of the Association, except only during periods of approved construction on the Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Any automobile or other vehicle belong to the Owner shall be kept and stored in garage rather in the driveways or on streets, and no cars, trucks, or other vehicles may be parked overnight on any street.

GENERAL RULE: Vehicles shall not block sidewalks and shall avoid parking in streets at all times. Parking exceptions for automobiles and other vehicles belonging to owners and residences of homes with four car garages must have at least three owner/resident cars (if 3 or more cars) parked in garages, homes with three car garages must have at least two owner/resident cars (if 2 or more cars) parked in garages and homes with two car garages must have one owner/resident car (if 1 or more cars) parked in garages. A commercial vehicle is any vehicle that has commercial writing and /or equipment mounted on the outside of the vehicle.

Parking exceptions for boats, house trailers, motor homes, recreational vehicles, campers, boat trailers, and trailers are permitted for limited amounts of time when preparing them for summer, to winterize, during approved construction and other needs approved by the ARC.

City Code violations will be reported to the City, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$50 fine for each month of documented violations to this covenant.

Section 8 Outside Displays

Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the ARC. In addition, no satellite dishes or any other types of antenna shall be installed on or about any platted subdivision Lot or on any Common Area.....

Modified by supplements to Covenants: except an owner may install a satellite dish of up to 39.5 inches diameter without the written consent of the ARC. Any satellite dish or antenna other than described above must have the written approval of the ARC.

GENERAL RULE: Violations may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$100 fine for each month of documented violations to this covenant.

Section 9 Noise level

No noxious or offensive activity shall be carried on any or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. The noise level within any home shall never be so great as to disturb the owners or occupants of any other home.

GENERAL RULE: City Code violations may be reported to the City, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$25 fine for each occurrence of a documented violation to this covenant.

Section 10 Unsightly Materials

No Clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Lot or on the exterior of any home or any part of the Common Areas. The exterior area of any Lot and the Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. Household trash or garbage shall be kept in sanitary containers and housed.

GENERAL RULE: Containers shall be properly housed and not visible from the street from the evening of trash collection to the next evening prior to trash collection and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$15 fine for each week of a documented trash container violation and a \$25 fine for each month of other documented violations to this covenant.

Section 11 Parking on Common Area

There shall be no parking of baby carriage or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, benches or chairs, nor any other similar items on any part of Common areas. Balconies, decks and patio areas shall be used only for their intended purposes.

GENERAL RULE: Illegal parking of any of the above-captioned items may be subject to legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$25 fine for each occurrence of documented violations to this covenant.

Section 12 Installation of Fences or Barricades

No fences or barricades shall be installed in the Common Areas except as approved by the Association.

GENERAL RULE: The BoD may take appropriate legal action to remove unapproved fences and barricade pursuant to Article XI, Section 1 of the Declaration and may impose a \$200 fine each month for documented violations to this covenant.

Section 13 Home Office or Studio

No industry, business, trade, occupation or profession of any kind, commercial religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Properties provided, however, that this provision shall not be construed to prevent the use of any home for home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant.

GENERAL RULE: City Code violations will be reported to the City, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$100 fine for each month of documented violations to this covenant.

Section 14 Automotive Repair

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on Properties.

GENERAL RULE: City Code violations will be reported to the City, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$200 fine each week for of documented violations to this covenant.

Section 15 Roofs

All residential structures must be constructed with wood, tile or Timberline 30-year warranted roofing, or equivalent, in weather-grey color with pre-color metal valleys and roof breaks, together with other materials approved by the Architectural Control Committee and Class B member, if any, with no other composition roofs being permitted unless specifically approved in advance by the Architectural Review Committee and Declarant.

GENERAL RULE –Timberline or equivalent 30 yr. roofs shall be Weathered Wood in color. Metal roofs must have prior approval. Only approved Metal roof is the Gerard Stone-Coated, Canyon Shake Style metal roofing systems and shall be Country Blend in color.

The BoD will take appropriate legal action to require removal and replacement of unapproved roofs pursuant to Article XI, Section 1 of the Declaration and may impose a \$500 fine for each month that a documented, unapproved roof remain in place.

Section 16 Windows

All windows shall be a double-glazed wood or vinyl clad (no metal windows) type unless otherwise approved by Architectural Review Committee or Declarant.

GENERAL RULE: Violations may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$200 fine for each month that documented, unapproved windows remain in place.

Section 17 External Color

The exterior color shall be neutral tones with minimum of One Hundred square foot of stone, stucco or brick on front of structure.

GENERAL RULE: Darker tones must be submitted on “Application for Project Approval Form” and must be consistent with the color guidelines founded by the ARC and advance approval is required by the ARC for repainting or use of colors not on the original structure. The BoD will take appropriate legal action to repaint unapproved external color pursuant to Article XI, Section 1 of the Declaration and may impose a \$200 fine for each month that the documented, unauthorized exterior color remain on the house.

Section 18 Sodded Lots, Trees and Plantings

All Lots are to be fully sodded with grass unless specific alternate request is submitted to and approved by Architectural Review Committee for seeding by a professional lawn seeder contractor. A minimum of two trees, three inches in diameter, shall be planted in front yard and front foundation plantings shall be completed prior to occupancy.

GENERAL RULE: Variances may be granted per size of Lot by the ARC. Violations may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$50 fine for each month of documented violations to this covenant.

Section 19 Erection of Fences

No fences shall be erected on any platted Lots or on any of the Common Areas without the approval of Association’s Board of Directors and Class B member, if any. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record. No chain link fences will be allowed.

GENERAL RULE: Fence- Including all visible fencing regardless of it intended purposes, including yard or partial yard enclosure, pool safety enclosures and screening/privacy fences. It does not include deck safety or decorative railings. All new fencing must be of maintenance free material such as vinyl or wrought iron, no wooden or chain fences will be permitted.

Authorization for installation of fence shall be requested through the ARC, who shall review request and forward to the BoD with recommendation for approval or disapproval. The BoD approval or disapproval shall be in writing. Rear yard screening/privacy fences must not exceed six foot in height, except when abutting or adjoining industrial properties they may be up to eight foot in height. Any fence over six feet must have a minimum of two hundred foot continuous length. The forward fence line shall not extend beyond the back line of the home. Fences adjacent to any street shall generally be installed parallel to said street. Fences are to be maintained in reasonable state of repairs, appearance and structural condition. Any and all exceptions to these fencing rules must be approved by the BoD. The two sides and back of privacy fences must be installed on property lines when not bordering streets.

Wood fences constructed without approval or prior to BoD adoption of general rules prohibiting wood fences shall be maintained by power washing, re-staining or re-painting at intervals acceptable to the ARC. If, for any reason, these existing wood fences are removed, an “Application for Project Approval Form” must be submitted and approved. The new fence must be constructed of a maintenance free material such as vinyl or wrought iron.

The BoD may take appropriate legal action to stop and have removed any new unapproved fence construction pursuant to Article XI, Section 1 of the Declaration and may impose a \$200 fine for each month of a documented, unapproved fence installation and a \$50 fine for each month of documented failure to power wash, re-stain and re-paint at intervals acceptable to the ARC.

Section 20 Fireplaces

All fireplaces shall be masonry or zero clearance, built to match, or compatible with siding, full width from top to bottom, and a low profile rectangular top.

GENERAL RULE: The BoD will take appropriate legal action to stop construction pursuant to Article XI, Section 1 of the Declaration and may impose a \$500 fine for each month that a documented, unapproved fireplace remains in place.

Section 21 Lots shall be Free of Debris

Each Owner shall keep all lots owned by him and all improvements thereon in good order and repair, and free of debris, including, but not limited to seeding, watering and mowing of lawns; pruning and cutting of all trees and shrubbery and painting (or other appropriate external care) of all building and other improvements, all in manner and such frequency as consistent with good property management. In the event the Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon, the Board of Directors shall have the right through its employees or agents to enter upon said Lot, correct or repair maintain or restore said Lot and exterior of any buildings or other improvements erected thereon. All cost related to such corrections or repairs shall be added to and become an assessment against said Lot as provided for herein.

GENERAL RULE: Yards shall be maintained weed free front and back. Trees overhanging sidewalks shall be pruned to seven (7) feet to allow an adult to walk under without bending. Violations may constitute a basis for legal action by the

BoD pursuant to Article VI, Section 2, (b) and Article XI, Section 1 of the Declaration and they may impose a \$50 fine for each month of documented violations to this covenant.

Section 22 Uncompleted Structures

No Structure shall be permitted to stand with its exterior in an unfinished condition for a period of longer than five months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in a damaged condition for longer than three months. No residence shall be occupied until completed according to the plans and specifications approved by the ARC.

GENERAL RULE: City Code violations will be reported to the City, and in addition thereto may constitute a basis for legal action by the BoD pursuant to Article XI, Section 1 of the Declaration and they may impose a \$500 fine for each month of documented violations to this covenant.

Section 23 Restrictions on Further Subdivision

No Lot upon which a living unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner and no portion less than all of such Lot, nor any easement or other interest therein be conveyed or transferred by an Owner.

GENERAL RULE: The BoD will take appropriate legal action to stop construction pursuant to Article XI, Section 1 of the Declaration and may impose a \$500 fine for each month of documented violations to this covenant.

Adopted by the ARC (w/o fines) on November 15, 2012

By: _____
Joe Fennesy, Chairperson

Approved by the Board of Directors with fines on June 20, 2013

By: _____
Richard L. Higgins, President
Savannah Ridge Property Owner Association, Inc
dba Savannah Ridge Homeowner's Association

AMMENDMENT NO. 1

GUIDELINES FOR ALTERNATIVE ENERGY SYSTEMS

These guidelines are a supplement to the Architectural Control requirements set forth within the Covenants, Conditions and Restrictions of Savannah Ridge. **All alternative energy systems require written approval from the SRHOA Board prior to installation.** The approval process is described below.

I. SOLAR SYSTEMS

- a. Systems shall be designed and constructed to appear as an integrated part of the building architecture. All components should integrate into the design of the home. The color of the solar system components should generally conform to the color of the roof shingles. Solar shingles that mimic the look of a composite shingle are acceptable, but should generally conform to the color of the current roof shingles.
- b. Systems mounted on rear roofs are preferred. Raised or tilted panels shall only be installed on the rear roof. Panels installed on a front roof or street-facing side roof shall be flush-mounted. The highest point of a panel shall be lower than the ridge of the roof where it is installed.
- c. Ground-mounted systems shall not exceed five feet in height and shall be screened by a vinyl fence or by plant material of adequate density to accomplish the same result.
- d. All lines for the system (electrical, plumbing, etc) shall be concealed from view.
- e. The owner of an approved and installed system shall properly maintain it so that it does not create a visual or aesthetic nuisance as determined by the ARC.

II. WIND TURBINES

Wind turbine systems will not be approved.

III. OTHER ALTERNATIVE ENERGY SYSTEMS

The installation of other alternative energy systems will be considered by the ARC and Board on a case-by-case basis following the general process described below.

IV. APPROVAL PROCESS

- a. The approval process is initiated by the submittal of an “Application for Project Approval” form to the ARC. The submittal shall also include:
 - i. Manufacturer’s product literature
 - ii. As applicable, name of licensed installation contractor
 - iii. As applicable, scaled construction drawings showing all elevations and installation details (conduits, panels, related equipment, etc)
 - iv. Photographs showing the location of the proposed installation(s)
 - v. Proof of insurance coverage and a signed letter from the homeowner indemnifying the SRHOA and its members for damage or loss that might be caused by the proposed system
 - vi. Other supporting information (as desired by the homeowner)
- b. It is the Submitter’s responsibility to ensure the proposed system is compliant with all applicable local, state and federal regulations, requirements and standards.
- c. The ARC and Board reserve the right to disapprove an application based on the proposed system’s profile, size, material, color, texture or other aesthetic nature.
- d. The ARC and Board shall render a final decision within 30 days of receipt of the “Application for Project Approval” and all required documentation.
 - i. The ARC will make a recommendation (approve or disapprove) to the Board
 - ii. The board will review and issue a final decision
 - iii. The homeowner may be requested to appear before the ARC and/or Board
- e. Disapprovals shall state specifically the reason for denial with possible remedies as applicable.

V. VIOLATIONS

- a. Violations may constitute a basis for legal action by the Board of Directors pursuant to Article XI, Section 1 of the Declaration and they may impose a \$500 fine for each month a documented unapproved installation remains in place.
- b. Should a homeowner allow an unapproved system to be installed (or not as approved), the remedy or removal shall be at the homeowner's expense. The homeowner shall also be responsible for all related legal expenses incurred by the SRHOA.

Approved by the Board of Directors on August 11, 2015

By: _____
Joe Fennesy, President
Savannah Ridge Property Owner Association, Inc
dba Savannah Ridge Homeowner's Association