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# ARCHITECTURAL GUIDELINES OF PARK CROSSING

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Pursuant to Section 55A-8-25 of the North Carolina Nonprofit Corporation Act ("NCA"), the BOARD OF DIRECTORS ("Board") of Park Crossing Owners Association, Inc. ("Association") has appointed a Committee of the Board of Directors to be known as the "Architectural Control Committee" ("ACC"). Pursuant to Section 55A-8-25(d) of the NCA, the Board has vested the ACC with the power to act on behalf of the Board in administering Article VIII of the Declaration of Covenants, Conditions, and Restrictions for the Park Crossing Community ("Declaration") under guidelines issued by the Board, except that the ACC may not exercise the remedies set forth in Section 1(f) or Section 2(h) of Article VIII of the Declaration, which remedies are exclusively reserved for use by the Board of Directors in its discretion. Accordingly, in order for the ACC to administer Article VIII of the Declaration, and to assist Members of the Association ("Owners") in complying with the requirements of Article VIII of the Declaration, the Board hereby adopts the guidelines set forth below (the "Architectural Guidelines").

## Part A. STRUCTURES

1. **All Structures & all Additions, Changes & Alterations to Structures are prohibited unless they have been approved.**

*Background. Under Section 1(a) of Article VIII of the Declaration, no one is permitted to commence, erect or maintain any structure of any kind (being all inclusive including fences and walls) on any Owner's lot or on any common area of the Association, nor is anyone permitted to make any addition, change or alteration to any structure, unless complete final plans and specifications that meet the requirements of Section 1 of Article VIII of the Declaration have been submitted to and approved by the Association.*

### **Guideline A.1.1. All approvals must be in writing.**

No approval under Section 1(a) of Article VIII of the Declaration will be valid unless it is in writing signed by the President or Secretary of the Association or by the Chair of the ACC.

### **Guideline A.1.2. Meaning of the word "Structure".**

For purposes of administering Article VIII of the Declaration, the word "structure" will mean any structure, including (but not limited to) any of the following structures, whether attached or unattached to any house and wherever situated in, on or above any Lot or Common Area:

Any house; dwelling; building; foundation; chimney; room or room addition or expansion beyond the existing walls of a house; exterior window; exterior window covering (including anti-burglary bars); exterior shutter; exterior door; exterior entryway; exterior wall; exterior stairway; roof; garage; shed; storage facility; awning; canopy; column, arch; porch; deck; patio; gazebo; outside walk or driveway; parking area; car port; clothesline pole; flagpole (excluding usual and customary decorative flagpoles affixed to the exterior wall of a house); exterior radio or television antenna; satellite dish; lamp post; mailbox; mailbox post; newspaper box post; fence; sign (except signs permitted under Section 2(g) of Article VIII of the Declaration); exterior statue or sculpture; playground, sports or recreational equipment (excluding portable basketball goals) placed on any lot or common area for any extended period of time or affixed to any exterior wall or other structure; children's playhouse, swing-set, tree-house, tree-platform or other play structure; outside pond, swimming pool, hot tub or spa (including any related equipment or device); heating, cooling, air conditioning, refrigeration, ventilation, or plumbing equipment or device (whether air or water related) for any structure when such equipment or device is located outside a house; *provided, however,* that to the extent that any of the foregoing items is not considered a structure but has been or will be affixed, attached or added to any existing structure, the item will be considered an addition, change or alteration to that existing structure for purposes of administering Article VIII of the Declaration.

**Guideline A.1.3. Meaning of the word “Maintain”.**

When it appears in the phrase “commence, erect or maintain” in Article VIII of the Declaration, The word “maintain ” means “permit to exist”.

**Guideline A.1.4. Original Construction Grandfathered.**

For any house built in Park Crossing prior to 2001, it shall be deemed that the plans and specifications for building that house were submitted and approved by the Association (whether or not they were actually submitted and approved) and that approval shall also be deemed to have been given in respect of any items of original construction that, at the time such house was built, became appurtenant to the house or lot, including any foundation, chimney, room, exterior window, exterior shutter, exterior door, exterior entryway, exterior wall, exterior stairway, roof, garage, awning, canopy, column, arch, porch, deck, patio, outside walk or driveway, parking area, lamp post, or fence, but excluding any mailbox and mailbox post that do not meet the Old Standard Mailbox & Post specifications described in Guideline A.7.1 below.

2. **Requesting Approval.**

*Background. Under Section 1(d) of Article VIII of the Declaration, any Owner requesting approval must do more than submit the required plans and specifications to the Association. The Owner must also give written notice to the Association stating that the Owner has submitted the plans and specifications required by Section 1(a) of Article VIII of the Declaration and requesting approval. If such notice is given and the plans and specifications meet the requirements of Section 1(a) of Article VIII of the Declaration, then the Association has 30 days from receipt of that notice to approve or disapprove the plans and specifications.*

**Guideline A.2.1. Delivery of Plans & Specifications.**

Plans and specifications may be submitted to the Association’s principal office or to the ACC Chair.

**Guideline A.2.2. Notice of Plans, Specifications and Request for Approval.**

Any such written notice to the Association shall be effective when it is addressed to, and received by, the Association at its principal office.

**Guideline A.2.3. Content of Plans & Specifications.**

When plans and specifications are submitted for a structure that does not involve construction Work, it shall be within the discretion of the ACC to decide whether to accept plans and specifications that do not meet all of the requirement of Section 1(a) of Article VIII of the Declaration.

3. **Building Codes, Deed Restrictions and other Legal Requirements.**

**Guideline A.3.1. Scope of Approval.**

Any approval of plans and specifications by the Association is and will be given solely for purposes of the Declaration and does not and will not constitute any statement, express or implied, that the plans and specifications are in compliance with the requirements of: any applicable building code; any deed restriction binding on the Owner or the Owner’s property; any setback, lot line or border; or any law, rule, regulation or order or any other legal requirement. Neither the Association nor any of its Directors or Officers shall have any duty or responsibility whatsoever, express or implied, to investigate, or to notify the Owner (or its builder) of, any such requirements, and none of them will be responsible for the Owner’s (or its builder’s) compliance or failure to comply therewith.

4. **No Unapproved Builders may be used for any Work, including any Owner acting as own Builder.**

*Background. Under Section 1(d) of Article VIII of the Declaration, when there is to be any work performed relating to any structure, the work cannot be commenced until the builder who will be performing the work is approved in advance by the Association and meets the qualifications for approval as set forth in such Section 1(d), including the requirement that it must be a professional builder who obtains his or her income primarily from constructing the type of structure to be built. These qualifications and requirements also apply to any Owner who will be acting as his or her own builder.*

**Guideline A.4.1. Meaning of the word “Work”.**

For purposes of administering Section 1(d) of Article VIII of the Declaration, the word “work” will mean construction work, including (i) the building of any structure, (ii) any construction work for making any addition to, change in or alteration of any structure, or (iii) any construction work to repair or replace any structure.

**Guideline A.4.2. Builder Qualifications.**

Any Owner seeking approval of any builder for any such work shall, upon request of the ACC Chair furnish the Association with such information as the ACC Chair may reasonably request evidencing the builder’s financial stability, building experience and ability to perform the work of the class and type to be performed as required by Section 1(d) of Article VIII of the Declaration. The furnishing of such information shall be effective when it is addressed to, and received by, the Association at its principal office or is received by the ACC Chair.

**Guideline A.4.3. When Owner acts as Builder or Contractor for Construction Work.**

Any Owner seeking approval to act as his or her own builder or contractor for any such construction work relating to the exterior of any structure shall, upon request of the ACC Chair, furnish the Association with such information as the ACC Chair may reasonably request evidencing the Owner’s financial stability, building experience and ability to perform the work of the class and type to be performed as required by Section 1(d) of Article VIII of the Declaration. The furnishing of such information shall be effective when it is addressed to, and received by, the Association at its principal office or is received by the ACC Chair.

**Guideline A.4.4. Scope of Approval.**

Any approval of a builder by the Association is and will be given solely for purposes of the Declaration and does not and will not constitute any statement, express or implied, as to the builder, its qualifications or quality of work product (past or present).

5. **Approval Authority.**

*Background. The authority on behalf of the Association to approve or disapprove of any plans, specifications, builder or location is vested in the Board.*

**Guideline A.5.1. Delegation of Approval Power to ACC.**

By adoption of these Architectural Guidelines, the Board has delegated to the ACC the power to exercise the Board’s authority to approve or disapprove of any plans, specifications, builder or location, which power the Board may revoke in its sole and absolute discretion at any time.

**Guideline A.5.2. Exercise of Delegated Power.**

The ACC may exercise such delegated power on behalf of the Association to the same extent, and (except as provided in these Architectural Guidelines) with the same degree of discretion, as the Board itself could exercise.

## 6. Grounds for Approval or Disapproval.

*Background. Under Section 1(d) of Article III, approval or disapproval of plans, specifications, Builders or location may be based upon any grounds whatsoever, including purely aesthetic considerations, which are in the sole and uncontrolled discretion of the Association.*

### **Guideline A.6.1. Automatic Disapproval.**

No plans or specifications for any of the following structures will be approved, and accordingly, the commencement, erection or maintenance on any Lot or Common Area of any of the following Structures is expressly prohibited:

- Storage sheds or storage facilities unattached to any house.
- Chain-linked fences or fences with any "chicken wire" or barbed wire.
- Any fence located on any Lot such that all or any portion of the fence extends forward beyond the front line of the house drawn in both directions to the Lot's borders.
- Stucco fences
- Plain plank privacy fences
- A privacy fence with the unfinished side facing the neighbor
- A privacy panel (fence which does not fully enclose yard) which is not finished on both sides (double picketed or of shadow box design).
- Satellite dishes larger than one meter in diameter.
- Above-ground swimming pools.
- Unpainted aluminum or wrought iron storm doors.
- Tree-houses or tree-platforms
- Any separate post for the mounting of any newspaper box.
- Any mailbox or mailbox post that does not meet the Old Standard Mailbox & Post requirement in Guideline A.7.1 or the New Standard Mailbox & Post requirement in Guideline A.7.2.
- Vinyl siding on any exterior surface
- Conversion of any existing garage to a living area without the submission of additional plans to add a garage
- Any driveway color other than a shade of gray (specific shade to be approved if color change is to be made)
- Any revision to driveway shape which will eliminate "s" curve of driveway

However, the Association always reserves the right to approve or disapprove any plans or specifications on any grounds or aesthetic considerations in its sole and uncontrolled discretion, and just because a particular structure does not meet any of the foregoing descriptions (or has less than all of such characteristics) does not mean that the structure will be approved.

### **Guideline A.6.2. Terms and Conditions of Approval.**

Neither the ACC nor the Board will approve any of the following structures unless at least the following terms and conditions are met or, as specified below, the Owner agrees to meet such terms and conditions by the date indicated:

- **Fences**

Our goal is to create an open environment for the neighborhood with emphasis on low maintenance, natural aging and continuity in appearance. Any proposed fencing alteration or improvement should relate favorably to the planning, landscaping, topography, and existing character of Park Crossing. Therefore the effects on neighbors should be considered. The ACC and Board will put emphasis on these areas when considering fencing requests. Approved styles are listed below; variances from these styles will be considered on a case by case basis and require the approval of two members of the Architectural Control Committee.

I. Style: Fences may be privacy (wooden), split rail, brick, stone or wrought iron. Further specifications for each style follow; these specifications apply to all new fencing installed after May 18, 2003; fences installed prior to May 8, 2003 are grand fathered until such time that the fencing needs to be replaced at which time the guidelines below would apply.

A. Privacy Fences:

- 1) Color: natural wood/transparent natural color wood stain that promotes color continuity. Painted fences must be painted the same color as the house trim of the house on the lot where the fence is located (Specific paint and stain colors must be submitted on ACC request form).
- 2) Height: six (6) feet maximum height
- 3) Design:
  - a) The decorative, top portion of a wooden privacy fence may include: French gothic, Virginia gothic, convex, concave, dog eared, lattice, straight top with trim topper.
  - b) Pickets on the fence are to be spaced no wider than the width of the picket. Panels of the wooden privacy fence may be broken with brick columns.
  - c) The good side must face out toward neighbors if the fence is not double picketed or of shadowbox design.
  - d) Fencing not fully enclosing the backyard must be of neighbor friendly construction – good both sides (double picketed or of shadowbox design).

B. Split Rail Fences:

- 1) Color: natural wood/transparent natural color wood stain that promotes color continuity. Painted fences must be painted the same color as the house trim of the house on the lot where the fence is located (Specific paint and stain colors must be submitted on ACC request form).
- 2) Height: maximum height of four and one-half (4.5) feet
- 3) Mesh: Standard contractor wire mesh (no chicken wire)

C. Brick or stone

- 1) Color: to match that of siding on home
- 2) Height: maximum height of six (6) feet

D. Wrought iron or decorative rolled steel/aluminum

- 1) Color: Black will be approved. Other colors will be approved at the discretion of the Architectural Control Committee.

II. Landscape/screening:

A. Fences which border Park Crossing Drive: shall be accompanied by plantings such as evergreens designed to screen such fence year round from the view of such street within two growing seasons following the installation of the fence; for all fences installed after May 18, 2003, the landscape/plantings will be consistent (in number, type and placement) with the plantings recommended by the Park Crossing Landscape Plan. All plantings shall be installed no later than 30 days after the fence is installed unless otherwise approved in writing.

B. Fences which border other streets in the Park Crossing Community: shall be accompanied by plantings such as evergreens designed to screen such fence year round from the view of such street within two (2) growing seasons following the installation of the fence. All plantings shall be installed no later than 30 days after the fence is installed unless otherwise approved in writing.

- **Exterior antennas & satellite dishes.**

All satellite dishes must be no larger than one meter in diameter, and all antennas, satellite dishes and masts supporting them must otherwise be approved as to color and location, which shall be in the sole and absolute discretion of the Association provided that any such approval shall be subject to Section 1.4000 of Title 47 of the Code of Federal Regulations, including the requirement that any location chosen must not preclude an acceptable quality signal.

- **Above-ground hot tubs or spas, and any above-ground equipment related to any hot tub, spa or swimming pool.**

All above-ground hot tubs or spas, and all above-ground equipment related to any hot tub, spa or swimming pool shall be accompanied by plantings such as evergreens designed to screen such above-ground tub, spa or equipment from the view of any street or adjacent house year round within two growing seasons following the installation of the above-ground tub, spa or equipment. Such plantings shall be installed no later than six-months after the hot tub or spa is installed unless otherwise approved in writing. The ACC or the Board shall have the discretion to waive such plantings when visual screening is already provided by berms or natural vegetation.

However, the Association always reserves the right to approve or disapprove any plans or specifications on any grounds or aesthetic considerations in its sole and uncontrolled discretion, and just because a particular structure meets any of the foregoing descriptions (or has all of such characteristics) does not mean that the structure will be approved.

## **7. When Approval Is Not Needed.**

### **Guideline A.7.1. Maintenance, Repairs & Replacements.**

No approval is required in the case of any maintenance, repairs or replacements of pre-existing structures so long as they do not involve any additions, changes or alterations to or from those pre-existing structures, or the rebuilding of any house, except that in the case of any construction work, the builder must still be approved (see Section 1(d) of Article III and Guideline 4.4).

The following examples are illustrative:

- **Repainting or restaining**

When a painted or stained surface is repainted or restained in the same color as that of the existing surface, no approval of plans and specifications is required.

- **Replacement of shingles, gutters, siding or other building materials**

When shingles (or other roof covering materials), gutters, siding or other building materials are replaced with the same type and color of materials as those of the pre-existing material, no approval of plans and specifications is required.

In the case of gutters, when the replacement gutter's exterior is of the same general style, color and appearance as the pre-existing gutter, but differs in design from the existing gutter by keeping out leaves or other debris, no approval will be required despite the difference in design.

- **Repainting or Repairing of Old Standard Mailboxes and Posts**

The repainting or repairing of any Old Standard Mailbox or Post does not require any approval so long as the Old Standard Mailbox & Post specifications continue to be met. Please note Guideline A.6.1 which prohibits the use of a second pole for the mounting of any newspaper box. The following are the specifications for the Old Standard Mailbox & Post:

**Old Standard Mailbox & Post specifications** (*effective for all mailboxes, poles, and newspaper boxes in existence on or prior to 1/15/01*):

- Mailbox: Black #1 metal rural mailbox.
- Pole: Black schedule 40 steel pipe (1-5/8" outside diameter).
- Finial: Black 4" high pineapple finial (order #657).
- Scroll: Black 3-piece scroll (s,c, and 1/2 of s scroll welded together) 1" X 3/16" thickness (metal).

- **Replacing Old Standard Mailboxes & Posts**

The replacement of any Old Standard Mailbox does not require any approval so long as the Old Standard Mailbox specifications continue to be met.

However, the Old Standard Mailbox Post is no longer manufactured and therefore any replacement of the Old Standard Mailbox Post requires the installation of the New Standard Mailbox and Post.

- **Roof Replacement**

When roof replacement will involve architectural shingles in black or gray tones no approval of plans and specifications is required.

**Guideline A.7.2. New Standard Mailboxes & Posts.**

No approval is required in the case of any replacement of any mailbox and mailbox post with the New Standard Mailbox and Post using Carolina Mailboxes as the approved builder. Please note Guideline A.6.1 which prohibits the use of a second pole for the mounting of any newspaper box. The following are the specifications for the New Standard Mailbox & Post:

**New Standard Mailbox & Post** (effective for all mailboxes, poles, and newspaper boxes installed after 1/15/01):

Manufacturer: Carolina Mailboxes.

Make/Model/Color: Park Crossing custom black aluminum mailbox system #2 composed of the mailbox, newspaper holder and post with white reflective address numbers on both sides of the newspaper holder.

Mailbox: Solar #2 aluminum mailbox with red aluminum flag.

8. **Temporary Structures are prohibited.**

*Background. Under Section 2(d) of Article VIII of the Declaration, no structure of a temporary character is permitted to be placed on any lot or the common areas, except for shelters used by contractors during the construction of any residence.*

**Guideline A.8.1. What will not be considered Temporary Structures.**

For purposes of administering Section 2(d) of Article VIII of the Declaration, the following will not be considered temporary structures (regardless of how portable the item is or the Owner's intent to have the item removed at a future date): any lawn ornaments; any exterior statue or sculpture; any playground, sports or recreational equipment; any children's playhouse, swing set, or other play structure; construction waste bins and portable toilets during any period of remodeling or construction.

However, just because the Board has determined for purposes of Section 2(d) of Article VIII of the Declaration that these items will not be considered temporary structures does not mean that they are approved or permitted. Depending on what they are and their characteristics, some of these items may be disapproved or otherwise prohibited under the Declaration or these Architectural Guidelines or by the ACC or the Board.

**Part B. RESTRICTIONS ON USE**

1. **Single-family residential use only.**

*Background. Under Section 2(a) of Article VIII of the Declaration, all Lots must be used for single-family residential purposes only.*

### **Guideline B.1.1. Commercial use prohibited.**

For purposes of administering Section 2(a) of Article VIII of the Declaration, this restriction shall be deemed to prohibit the carrying on or conducting of any industry, commercial business or trade on, in or from any lot or house, except this will not prohibit anyone from keeping professional records in, or making or receiving professional telephone calls from, any residence.

#### **2. Prohibition on anything noxious, dangerous, unsightly, unpleasant, offensive, embarrassing, discomforting, annoying or constituting a nuisance.**

*Background. Under Section 2(b) of Article VIII of the Declaration, anything (including any plant, animal, device or thing) whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of property in Park Crossing by the Owners thereof is not allowed to be maintained.*

*Under Section 2(c) of Article VIII of the Declaration, no noxious or offensive activity may be carried on, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner.*

*Section 2(f) of Article III specifically prohibits the placing or maintaining on any lot or common area of any trash, garbage, construction debris or other unsightly or offensive material unless it is construction-related and temporary.*

*Under Section 2(h) of Article III, each Owner is responsible for preventing unclean, unsightly or unkempt conditions of buildings or grounds that tend to substantially decrease the beauty of Park Crossing.*

### **Guideline B.2.1. What will be prohibited**

The Board retains the right at any time to declare or determine what will be considered to be noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of property in Park Crossing. Besides any other plant, animal, device, thing or activity that may be declared or determined to be prohibited for having any of such characteristics, the following have been declared to be prohibited:

#### **• Animals**

The raising, breeding or keeping of any animals, except that dogs, cats and other usual household pets may be kept as pets only if they are not raised, kept or bred for any commercial purpose, are not dangerous and do not cause or create a nuisance or unreasonable disturbance.

#### **• Clotheslines and laundry**

All clotheslines are prohibited, and no clothes, sheets, blankets, or laundry of any kind may be hung out anywhere on any house or Lot.

#### **• Firewood**

The placing or maintaining of any firewood on any Lot or Common Area, except that a resident may place or maintain firewood in that resident's back yard until such time as the Association determines it to be noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of property in Park Crossing.

#### **• Yard waste**

The placing or maintaining of any yard waste (including piles or bundles of grass clippings, leaves, sticks or branches) on any lot or Common Area, except that residents may place yard waste in an inconspicuous place on their Lots behind their houses for no longer than a week at a time, and at curbside on the street in front of the resident's house so long as it is placed at curbside no earlier than the weekend before, and is removed no later than the City of Charlotte's garbage pickup date for the neighborhood.

#### **• Certain vehicles**

The storage or overnight parking of any buses, campers, recreational vehicles, trailers, boats or commercial vehicles on any Lot (including in any driveway) for more than 7 days during any 365-day period except when stored or parked completely within a garage. The storage or overnight parking of any vehicle on any Common Area.

### **Guideline B.2.1. What will be prohibited**

#### **• Grounds**

All lawns, beds, landscaping and grounds (including any trees and shrubbery on lawns or otherwise in the landscaped area of a Lot), whether or not visible from the street, must be maintained such that no unclean, unsightly or unkempt conditions are permitted to exist which, in the uncontrolled discretion of the Association, would tend to substantially decrease the beauty of Park Crossing.

#### **• Structures**

All structures, and all exterior surfaces of any structures, whether or not visible from the street, must be maintained such that no unclean, unsightly or unkempt conditions are permitted to exist which, in the uncontrolled discretion of the Association, would tend to substantially decrease the beauty of Park Crossing.

#### **• Detached Garages**

Attached garages are preferred but when not feasible due to property site detached garages may be permitted:

- Structure must be attached to home via fence or wall (minimum of 4' high).
- Structure must be located with a minimum of 5' setback (10' preferred) as measured from the eave to the property line
- Veneer must match front veneer on home
- Roof pitch/materials must match roof pitch/materials on home
- Garage door must be panel or architectural

#### **• Recreational Equipment**

Recreational equipment (including basketball goals, swing sets, etc) shall be placed located so as to be functional and aesthetically pleasing, and should not be unduly obtrusive to neighbors.

### **3. Prohibition on removing any trees (of a certain size), any flowering trees (no matter what size) or any shrubs.**

*Background. Under Section 2(e) of Article VIII of the Declaration, without the written approval of the Association, no trees measuring at least six inches in diameter at a point two feet above ground level may be removed, no flowering trees may be removed (regardless of their size), and no shrubs may be removed, except those located within ten feet of a house or those trees which have been damaged or must be removed due to an emergency. Before the subdivision was completed, all trees and shrubs could also be removed when they were within ten feet of the approved site for a house or within the right-of-way of driveways or walkways.*

### **Guideline B.3.1. Verification**

Any trees that have been damaged, or that measure less than six inches in diameter at a point two feet above the ground, must be inspected by an ACC member or assistant prior to their removal to verify that they qualify for removal unless they are located within ten feet of a house.

### **Guideline B.3.2. Measurements.**

For purposes of this requirement, if a tree measures at least 19 inches in circumference at a point two feet above the ground, it shall be deemed to be at least six inches in diameter, and if a tree measures less than 19 inches in circumference at a point two feet above the ground, it shall be deemed to be less than six inches in diameter.

### **4. Prohibition on signs (except "For Sale" signs).**

*Background. Under Section 2(g) of Article VIII of the Declaration, no sign may be erected or maintained on any Lot, except for one professionally-lettered builder or realtor sign, or sign of the Owner, advertising the home and Lot for sale or rent with dimensions measuring no more than 36 inches by 48 inches.*

**Guideline B.4.1. No signs on Common Areas**

No sign may be erected or maintained on any part of the Common Areas except by the Association, the Park Crossing Recreation Club or the Park Crossing Women’s Club provided that they have been approved by the ACC.

**Guideline B.4.1. Political signs**

The Board believes that certain constitutional limitations may apply to the prohibition contained in Section 2(g) of Article III, and therefore the Board intends to permit Owners to maintain on their Lots during political campaigns usual and customary signs promoting political candidates seeking public office or other matters on which a vote is to be taken in a local or national election or referendum.

**Part C. ENFORCEMENT OF ARCHITECTURAL CONTROLS & USE RESTRICTIONS**

**1. Enforcement Authority.**

*Background. As provided in Section 1 of Article XI of the Declaration, and without limiting the right of any Owner to bring a separate proceeding at law or in equity, the Association has the right to enforce the provisions of the Declaration, including the architectural controls and use restrictions contained in Article VIII of the Declaration. The authority on behalf of the Association to enforce such architectural controls and use restrictions is vested in the Board.*

**Guideline C.1.1. Delegation of Certain Enforcement Powers to ACC.**

By adoption of these Architectural Guidelines, and in addition to the power to approve or disapprove of any plans, specifications, builder or location as provided in Part A above, the Board has delegated to the ACC each of the following powers in connection with the enforcement of the architectural controls and use restrictions contained in Article VIII of the Declaration, which powers the Board may revoke in its sole and absolute discretion at any time:

- **Inspecting and evaluating properties and activities.** To inspect and evaluate on behalf of the Association the condition and character of all properties located, and activities carried on, in the Park Crossing Community to the extent governed by Article VIII of the Declaration, and any other matter or thing to which Article VIII of the Declaration applies, including any related facts and circumstances.
- **Investigating complaints.** To investigate on behalf of the Association any complaint brought by any Owner or resident of Park Crossing to the attention of the Association, whether through the Board (or any of its Directors), the ACC (or any of its members) or any officer of the Association, concerning any matter or thing to which Article VIII of the Declaration applies, including any related facts and circumstances.
- **Making findings.** To make findings on behalf of the Association as to whether there are reasonable grounds for believing that a violation or breach of Article VIII of the Declaration has occurred.
- **Bringing complaints.** Upon making a finding that such grounds exist, to decide whether to bring on behalf of the Association a complaint against any Owner alleging, or informing the Owner of, a violation or breach of Article VIII of the Declaration, and then to bring such a complaint when it is so decided.
- **Resolving complaints.** To communicate on behalf of the Association with any Owner in an attempt to resolve to the satisfaction of the ACC any such violation or breach, or alleged violation or breach, so that it ceases to exist.
- **Establishing deadlines.** To establish on behalf of the Association one or more deadlines by which any such violation or breach must be resolved to the satisfaction of the ACC in its discretion.

**Guideline C.1.2. Exercise of delegated powers.**

The ACC may exercise any of such delegated powers on behalf of the Association to the same extent, and (except as provided in these Architectural Guidelines) with the same degree of discretion, as the Board itself could exercise, and each such delegated power may be exercised independent of the other delegated powers.

**Guideline C.1.3. Referring matters to the Board.**

In lieu of taking any action itself, the ACC may refer to the Board (i) any matter or thing pertaining to Article VIII of the Declaration of an urgent nature or which the ACC in its discretion otherwise deems appropriate to refer to the Board, or (ii) any complaint which has not been resolved to the satisfaction of the ACC.

**Guideline C.1.4. Meaning of the word “complaint”.**

When brought by the ACC on behalf of the Association, “complaint” means a written notice or communication from the ACC to an Owner alleging or informing the Owner that a violation or breach of Article VIII of the Declaration has occurred and describing the violation or breach. When brought to the attention of the Association by any Owner, “complaint” means any oral or written communication expressing the Owner’s objection to any matter or thing that may be in violation or breach of Article VIII of the Declaration.

**2. Reservation of Powers.**

**Guideline C.2.1. Imposing sanctions and commencing legal action**

The Board has expressly reserved for itself the power to impose sanctions on any Owner for the violation or breach of any of the provisions of Article VIII of the Declaration, including fines and any suspension of privileges and services of membership in the Association (including voting rights), or to commence any legal action at law or in equity in connection with any such violation, breach or sanctions, and no such powers (express or implied) have been delegated to the ACC.

**3. Receiving Complaints.**

**Guideline C.3.1. Handling complaints when received**

Any complaint by any Owner or resident of Park Crossing regarding any matter or thing covered by Article VIII of the Declaration is to be referred to the ACC Chair, who will then investigate, or cause the ACC to investigate, the complaint. It shall be within the discretion of the ACC whether to bring a complaint against an Owner for a violation or breach, or alleged violation or breach, of Article VIII in response to a complaint by another Owner or resident. Nothing herein shall prevent the Board from bringing such a complaint itself.

**4. No Waivers.**

*Background. As provided in Section 1 of Article XI of the Declaration, failure by the Association or any Owner to enforce any covenant or restriction contained in the Declaration shall not be deemed a waiver of the right to do so thereafter.*

**Guideline C.4.1. Waivers of Declaration void.**

No one (including the Board or any of its Directors, the ACC and any of its members, or any officer or employee of the Association) shall be authorized to waive, abandon, repeal or abrogate any of the covenants, restrictions, conditions, obligations or provisions contained in the Declaration, and any purported waiver, abandonment, repeal or abrogation thereof shall be void. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration shall be deemed to have been waived, abandoned, repealed or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may have occurred.

## **Guideline C.4.2. Waivers of Architectural Guidelines void.**

No one except the Board shall be authorized to waive, abandon, repeal or abrogate any of these Architectural Guidelines, and any purported waiver, abandonment, repeal or abrogation thereof shall be void unless it is in writing signed by the Secretary of the Association pursuant to a duly adopted resolution of the Board. None of these Architectural Guidelines shall be deemed to have been waived, abandoned, repealed or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may have occurred.

### **Part D. GENERAL PROVISIONS**

#### **1. ACC Members.**

The ACC shall be composed of at least two Directors, one of whom the Board shall appoint to be the "Chair" of such Committee. Although no one other than a Director may serve as a member of the ACC, nothing herein shall preclude the ACC from enlisting any Owner to assist with the monitoring or investigation of matters concerning Article VIII of the Declaration (including, without limitation, Guideline B.3.1).

#### **2. ACC Meetings.**

The ACC may hold regular or special meetings of its members at the Association's principal office, at any ACC member's residence or by telephone. Regular meetings of the ACC may be held without notice of the date, time, place or purpose of the meeting. Special meetings of the ACC may be held upon notice (which may be orally communicated) given by the ACC Chair to all other Directors who are members of the ACC not later than the commencement of any such meeting, provided that such notice indicates that the meeting being held is an ACC meeting. A quorum of the ACC consists of a majority of the Directors who are ACC members in office before a meeting begins provided at least two such Directors are in office.

#### **3. Independent Action.**

Nothing in these Architectural Guidelines shall limit the Board from considering any matter or taking any action under or relating to these Guidelines or to Article VIII of the Declaration whether or not the ACC has acted thereon, and in the event of any conflict between any ACC action and Board action, the act of the Board shall prevail.

#### **4. Decisions Limited.**

All decisions of the ACC and the Board in approving or disapproving plans and specifications for purposes of Article VIII of the Declaration are to be made on a case-by-case basis based on the relevant facts and circumstances, and any approval or disapproval given by the ACC or the Board to anyone on a given matter shall not be deemed to have been given to anyone else on the same or a similar matter.

#### **5. Approvals.**

(a) No approval or disapproval of plans and specifications required to be submitted under Section 1 of Article VIII of the Declaration may be given by the ACC on behalf of the Association without the affirmative vote or assent of a majority of the ACC members at any regular or special meeting of the ACC at which a quorum is present at the commencement of such meeting.

(b) Whenever the ACC grants conditional approval to any Owner for any matter or thing related to Article VIII of the Declaration and the Owner fails to comply with those conditions, the ACC may treat that as a failure of the Owner to comply with Article VIII of the Declaration and bring a complaint against the Owner as contemplated or refer the matter to the Board for further action.

#### **6. Scope of Architectural Guidelines.**

These Architectural Guidelines address matters on which the ACC is authorized to act in the administration of Article VIII of the Declaration, but the failure of these Architectural Guidelines to address a particular matter within the scope of Article VIII of the Declaration shall not be deemed to limit the authority of the ACC to act on that matter in the absence of Board action to the contrary.

**7. Conflicting Terms.**

In the event of any conflict between these Architectural Guidelines and Article VIII of the Declaration, the provisions of Article VIII will prevail.

**8. Partial Invalidity.**

The invalidity of any of these Architectural Guidelines or any portion thereof shall not impair the validity of the remaining Architectural Guidelines or any portion thereof.

**9. Amendments, etc.**

These Architectural Guidelines may be amended, repealed or replaced by the affirmative vote of the majority of the Directors then holding office at any regular or special meeting of the Board Directors, and any such amendment or replacement may prohibit or restrict any structure, plant, animal, device, thing or activity previously allowed, provided that neither the adoption of these Architectural Guidelines nor any amendment or replacement hereof shall have the effect of nullifying any approvals previously given.

The undersigned hereby certifies that this is a true and correct copy of the Architectural Guidelines duly adopted by the Board of Directors on July 8, 2001 (revised September 21, 2003).

Shannon Newell  
Secretary of Park Crossing Owners Association, Inc.