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Timothy J. Hanney

RECORDING COVER PAGE FOR GOVERNING DOCUMENTS AND RULES OR REGULATIONS

Pursuant to S.C. Code § 27-30-130, the Board of Directors for
Timber Trace Homeowners Association, Inc.
submits the following document(s) for recording.

Timber Trace Homeowners
Association, Inc.

By:

Synda J. Dugan

President

Date

6/4/19

Pursuant to S.C. Code § 27-30-130(D) the recording of any rules, regulations, bylaws, and any amendments to rules or regulations is not subject to the requirements of witnesses and acknowledgments required under S.C. Code § 30-5-30.

Timber Trace Homeowners' Association

Book of Resolutions and Policies

Timber Trace HOA

Book of Policies & Resolutions

FORWARD

Declaration of Covenants, Conditions and Restrictions (**CC&R**), Article X, Section 1:

The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Area and Exclusive Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

Management of the Timber Trace Homeowners' Association (**Association**) is vested in its duly elected Board of Directors (CC&R Article V, Section 1).

In accordance with CC&R Article V, Section 1, the Association Board hereby records its policy decisions. These Resolutions and Policies clarify enforcement of the CC&Rs recorded in Book 46-M, Page 70, on March 18, 2003, at the Register of Deeds Office in Greenville County, South Carolina. Nothing in these Resolutions may be interpreted or enforced in any manner inconsistent with the CC&Rs. These Resolutions are subject to review and modification by the existing Association Board.

Capitalized terms not defined in these Resolutions will have the meaning ascribed to them in the CC&Rs.

The CC&Rs will control and supersede any conflict with these Resolutions.

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Policy P-1

ACTION BY THE BOARD OF DIRECTORS

Actions taken, authorized, or ratified by past Boards with respect to individual residents may not be rescinded or modified by subsequent Boards as to that specific action, unless deemed necessary by law, insurability, community safety or prohibits the quiet enjoyment of the community. To further clarify, the Board may change its policy, attitude, or opinion on a particular action without necessarily affecting prior approvals to specific residents.

The fact that the Board has previously approved an individual resident's request for variance from the Association's CC&Rs, Bylaws, or regulations does not mean that such request is automatically approved for any other resident. Each request requiring Board approval or a variance of the Association's regulations must be individually considered based on its unique set of facts and circumstances.

Actions taken in variance of the Association's regulations or otherwise requiring Board approval must be in writing. The Board (or committees in whom authority is delegated) may in good faith, but is not obligated to, keep a record of such written approvals. Therefore, it is the responsibility of individual residents to obtain and retain written approvals granted by the Board. The burden of proof that such approval has been granted resides in the individual resident or homeowner.

Actions taken by previous Boards or management companies may not necessarily reflect the current Boards policy, attitude, or opinion on a particular action.

Actions with respect to individual residents taken by committees in whom authority is delegated by the Board shall be deemed authorized or ratified by the Board.

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Policy P-2 ARCHITECTURAL REQUEST PROCEDURE

CC&R Article IX, Section 2:

No improvements of any nature shall be erected, placed, altered, or changed on any Lot in this subdivision until and unless the Building plans and specifications showing the proposed type of construction, exterior design and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing Residences.

CC&R Article IX, Section 4:

In the event that the Committee fails to approve or disapprove such plans and other requirements within thirty (30) days after they have been submitted in writing to it, or if no suit to enjoin the erection or alteration of such Building or improvements has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed, and compliance with this covenant will be deemed to have been fully met.

CC&R Article IX, Section 5:

Upon the approval by the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration shall be carried on until and unless such permit is obtained.

The Association Board supplements the preceding CC&R provision as follows:

Homeowners must submit a formal written request to the Association's Architectural Review Committee for (1) architectural alterations affecting the exterior or general structure of a townhome unit; (2) landscaping alterations; and (3) any other action requiring a variance from the CC&Rs or Resolutions. Request forms may be obtained from the Association's management company. The request form must completely describe the proposed action or alteration; present diagrams, plans, and dimensions; identify the materials and contractors to be used; and provide a work schedule and completion date.

In reviewing a submitted request, the Architectural Review Committee may ask for clarification or more information from the homeowner. The Architectural Review Committee may, but is not obligated to, make recommendations to the request. When evaluating a request, the Architectural Committee may consider any factor affecting the community – whether structural, economic, aesthetic, quiet enjoyment, etc.

Homeowners may implement architectural alterations immediately upon notice of approval from the Architectural Committee. Any modification to the approved alterations requires submission of a new
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request form and 30-day review period from the Architectural Committee. The Architectural Committee may withdraw approval and require resubmission of a request for approved architectural alterations that a homeowner fails to implement within 120 days from the date of approval.

All approvals are subject to applicable Association Covenants. Approval by the Association does not constitute approval by local governing agencies. Owners are solely responsible to determine and comply with all governmental regulations, statutes, codes and zoning requirements relating to their requested improvements. Owners must secure all applicable permits, inspections, and authorizations from government agencies prior to commencement of work. Owners must ensure any improvements are within the property limits and meet all building setback and easement restrictions.

If an architectural request is denied, homeowners may submit a modified request (1) correcting all deficiencies in the original request or (2) incorporating any recommendations contained in the Architectural Committee's denial. Modified requests are subject to the 30-day review period.

Architectural alterations commenced or completed prior to submission of a request form shall be deemed denied until the homeowner submits a formal request to the Architectural Committee. The late request will be subject to the Architectural Committee's standard review process. Denial of the late request will require the homeowner, at its own expense, to fully restore the structure or landscaping to its pre-altered condition. The homeowner will be subject to the Association's enforcement process for the duration of any non-approved architectural alterations.

Homeowners may appeal in writing for the Association's Board to review any architectural request denied by the Board. The appeal must attach the denied request and affirmatively state why the request is not prohibited by the CC&Rs or Resolutions. The Board will only review requests (1) which were denied in clear violation of the CC&Rs or Resolutions or (2) that are not expressly addressed in the CC&Rs or Resolutions.

The Architectural Review Committee must request the Board's review of any architectural request in which the Committee cannot clearly apply the CC&Rs or Resolutions.

The Board's decision will be final for any request brought before the Board, whether by the homeowner or Architectural Committee.

All decisions of the Architectural Review Committee are subject to Board review.

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Policy P-3

FINES FOR VIOLATIONS OF COVENANTS AND RESOLUTIONS

The Board has established the following procedure to enforce the Associations' covenants, bylaws, resolutions and policies.

A homeowner in violation of a covenant, bylaw, resolution, or policy will be issued a written notice identifying the violation, referencing the applicable regulation, and providing a time frame in which the violation must be corrected.

Failure to correct the violation within the time specified in the notice or a second violation of the same regulation will result in a second violation notice and the imposition of a fine.

Fines will be determined on a case by case basis and based on the advisement of the community manager (Agent).

All fines will be due and payable no later than the next regularly scheduled payment date of the resident's monthly regime fee. Failure to pay fines when due will cause such fines to accrue on a monthly basis until payment in full. Homeowners will be responsible for any unpaid fines and penalties imposed on residents who lease or rent their unit.

If a fine is not paid by the next regularly scheduled regime payment date following the second violation notice, the Board in its discretion may place a lien against the resident's property, obtain judgment through a magistrate's court, and resort to any other enforcement and collection action available under South Carolina law. The Board may exercise such legal or judicial action at any time following failure to comply with the second violation notice.

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Policy P-4

FINES FOR VIOLATIONS OF COVENANTS AND RESOLUTIONS

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Policy P-5

FAILURE TO PAY ANNUAL ASSESSMENTS

CC&R Article VI, Section 3:

All assessments shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and costs, including, without limitation, reasonable attorneys' fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot.

The Association Board establishes the following procedures for collection of each homeowner's annual assessment (or regime fee):

1. Annual regime fees are to be paid in equal installments on no less than a monthly schedule. Regime fee payments are automatically due without further notice from the Association to the Owner.
2. Failure to pay the regime fee by the tenth calendar day of the applicable calendar month will result in an automatic fine as set forth in the Association's CC&Rs.
3. All fines will be due and payable no later than the next regularly scheduled payment date of the regime fee. Failure to pay fines when due will result in the fines accumulating on the outstanding monthly balance until payment is made in full.
4. As a courtesy, the Association may provide written notice or invoice to a delinquent Owner of their current outstanding regime fee, CC&R violation fines, outstanding late charges, and any additional fees or dues owed. Failure to provide notice of an Owner's regime fee delinquency and accruing late fees will not constitute a waiver of the Owner's obligation to pay such fees and maintain a current balance with the Association. The Association will maintain accurate records of an Owner's outstanding balance owed.
5. If an Owner fails to fully satisfy a delinquent regime fee, fine, or other charges by the next regularly scheduled regime payment date following the Association's second violation notice, the Board in its discretion may (1) place a lien against the resident's property; (2) obtain judgment through a magistrate's court; and (3) submit the outstanding balance to a collection agency. If an Owner fails to fully satisfy a delinquent regime fee, fine, or other charges within 120 days following the first date of delinquency and the Association has provided at least two violation notices, the Board may resort to any other enforcement and collection action – including foreclosure proceedings – available under South Carolina law to satisfy the Owner's outstanding balance.

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Resolution R-1

EXTERIOR MAINTENANCE AND INSURANCE

CC&R Article VII, Section 1:

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Stain and/or paint the exterior of Residence; and repair, replace and care for roofs, gutters, down spouts, exterior Building surfaces, trees, shrubs, grass, walks, and other such exterior improvements. Such exterior maintenance shall not include glass, screening, or doors, with the exception of staining or painting as stated above. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at reasonable times to perform maintenance as provided in this Article.

CC&R Article XII, Section 4:

The Owner shall keep the Residence in good repair except for repairs required of the Association.

CC&R Article XII, Section 8:

Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required by the Association.

The Association Board supplements the preceding CC&R provision as follows:

The HOA assumes no greater responsibility, obligation, or duty to maintain Residences other than as expressly stated in the CC&Rs. Owners will be responsible for any interior or other damage to their Residences regardless of whether such damage is the result of an exterior maintenance item for which the HOA is obligated.

Owners will carry a personal homeowners insurance policy that covers the cost of repairs or replacement

(1) to their Residences that are not an express obligation of the HOA and (2) of any personal or other non- HOA property.

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To ensure the Owners' repair obligations and property are fully covered, Owners are encouraged to obtain a condominium unit owners policy insuring all contents of their Residence from the studs in, including (1) sheetrock; (2) plumbing and electrical fixtures behind the sheetrock that are for the exclusive use of the Residence; (3) building and material components within the sheetrock walls; (4) interior and exterior HVAC systems; and (5) personal property within the Residence. Flood insurance is required for Residences within a flood plain but recommended as a preventative measure for all residences to cover damage from standing water and leakage from exterior and interior sources (which may include surface water, sewer and drain backups, and roof, foundation leaks, door frames or window frames).

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Resolution R-2

GARBAGE CONTAINERS

CC&R Article X, Sections 5:

Garbage containers and trash cans must be so located in the homeowner's garage or in areas designated by the Association so they will not be visible from the front street.

The Board supplements the preceding Article as follows:

Trash containers may be placed at curb side for pickup no earlier than the evening before normal trash collection day and must be placed in the garage or other approved area no later than the evening of trash collection day.

Trash containers may not be placed on the grassy areas in a manner that covers or potentially damages water sprinkler heads.

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Resolution R-3

POOL USAGE

The Board has established the following policies relating to use of the community pool. At the Board's discretion, the pool season will be from late-May to late-September. Except for community events, residents may not use the pool during the off season. The pool's hours of operation will be from 10:00 AM until the earlier of 9:00 PM or dark.

Persons must obey all other rules or policies posted in the pool area.

Timber Trace HOA reserves the right to revoke any homeowner's/household's access to the pool for misuse of the facility or for non-compliance with any of the community pool rules.

Delinquency in payment of any monthly or special assessments will result in revocation of pool usage.

SAFETY / HEALTH REGULATIONS AS REQUIRED BY DHEC:

- No solo swimming or diving, running, pushing, boisterous or rough play, spitting or nose blowing
- No smoking in fenced area
- No glass allowed in pool or on pool deck area
- No persons under the influence of alcohol or drugs may use pool
- No persons with skin, eye, nasal infections or communicable diseases may use pool
- No animals or pets in pool or pool area

CHILDREN AT THE POOL:

- Swim-diapers required for all non-potty trained children
- Children 16 and younger may not enter pool or pool area without adult (18 or over) supervision
- Children 6 & younger must be accompanied to restroom by adult

ATTIRE

- Proper swim attire required for ALL to use pool
- Always shower before entering pool

HOUSEKEEPING / CONDUCT:

- Always dispose of personal trash & remove personal items upon exiting
- No loud music from boom boxes in pool area
- No wheeled vehicles such as bicycles, scooters, skateboard, skates, etc. allowed in pool fenced area
- No foul language or lewd, inappropriate behavior will be permitted in the pool area
- When families with small children are at the pool, do not keep the shallow end occupied with volleyball nets, etc., as this keeps the children from having a safe place to play at the pool
- Coolers of ice should not be dumped in the pool

GUESTS:

- ALL Guests must be accompanied by adult homeowner
- Guests at the Pool – No more than four (4) guests per unit are allowed at the pool. Please honor this regulation in order for everyone to have the opportunity to enjoy the pool.

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Resolution R-4 PARKING

CC&R Article IV, Section 4:

The Owners of each Lot shall park their vehicles on their Lot or designated Exclusive Common Area, in their garage or in their designated parking area. All Lot Owners are hereby granted the right of ingress and egress from their respective Lots to the roads located on the Property which are to be private roads, as well as an easement for ingress and egress from and across all private roads to East North Street Extension. No vehicles of any type or recreational equipment may be parked within the Common Area unless designated specifically for that purpose. No boats, trailers, campers or RV's shall be parked on the Property. However, said recreational vehicles or equipment may be parked in a garage of a dwelling, provided the garage door is closed and said vehicles or accessories are not visible to persons from the outside. No cars shall be parked or maintained on the Property unless they are licensed and operational. Guests must use reserved common parking area.

The Board has established the following guidelines and policies relating to parking:

Residents of each lot shall park their automobiles on their lot either in the garage or driveway. Vehicles must be parked so as to be in the garage with the door shut or completely within the driveway.

Street parking is strictly prohibited and to be used for short term loading and unloading only.

Long term parking is not allowed in the guest parking area. "Long term" is defined as over five days. The property manager must be contacted and special permission sought if any vehicles will remain in reserved common area parking spots longer than five days.

Vehicles left in the guest parking area long term or anywhere on the street are subject to being towed at the owner's expense.

Failure to comply with the parking procedures outlined herein could result in the imposition of fines as outlined in the Association's policies and procedures.

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Resolution R-5

ARCHITECTURAL ALTERATIONS

CC&R Article IX, Section 2:

No improvement of any nature shall be erected, placed, altered, or changed on any Lot in this subdivision until and unless the Building plans and specifications showing the proposed type of construction, exterior design, and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences.

The Association Board supplements the preceding CC&R provision as follows:

1. "Exterior" means any portion of a Lot that is not enclosed.
2. "Improvement" includes, without limitation, any erection, placement, or alteration of any wall, fence, driveway, parking area, recreational amenity, or other unit structure.
3. All architectural alterations, improvements, and modifications are subject to applicable Association Covenants.
4. Owners are responsible to protect all elements inside the Association easements, and to return any area disturbed by the improvements to the same standards as previously existed. Notwithstanding the Association's approval, Owners are responsible for any damage resulting from the improvements or installation thereof. Owner will immediately report and repair such damage upon discovery. Upon completion, the Association may review the improvements to determine compliance with the scope of approval. If the improvements are deemed incomplete or further work is necessitated, the Owner will be given a deadline for the completion of the work. If the improvements are not completed to the Association's satisfaction within the time provided, the Association may choose to (a) rescind approval and require removal of the improvements; (b) impose penalties until completion occurs.
5. Notwithstanding the Association's approval, Owners will have a continuing obligation to maintain -- in good condition according to the Association's aesthetic standards and workmanship quality -- any architectural alterations, improvements, or other modifications beyond their Lots' and Units' original construction.

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6. Owners may not do (or allow) anything to (or in) any building or portion thereof that will penetrate the building envelope, impair the structural integrity, or alter the exterior except by written approval of the Architectural Committee. Such alterations include interior construction affecting the overall structure.
7. Owners may fence or screen their decks or patios upon written permission of the Architectural Committee.
8. Upon written approval by the Architectural Committee, owners may install a privacy fence directly behind their Unit so long as it does not (a) extend ten feet beyond the original concrete patio footprint; (b) leave less than a eight-foot continuous passage behind the owner's Unit or enclosed area; and (c) exceed six feet in height. Privacy fences (a) must be of the same type and design that presently exists in the community and (b) must have an access gate with a 50-inch clear width and a handle or latch that remains unlocked to permit entry from outside the enclosed area.

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Resolution R-6

LANDSCAPING IN COMMON AREAS

CC&R Article X, Section 2(g):

No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area and facilities except at the direction of, and with the express written consent of, the Association.

Subject to the written approval of the Architectural Committee, residents are prohibited from the following activities:

Placing flower pots or planters on grassy areas.

Placing objects of any kind on the water meter tops as it interferes with the path of yard maintenance mowers.

Placing objects on the cement drainage tops along the streets or drainage tops in the grassy areas.

Attaching flower planters, bird feeders, or other objects on the common fences or perimeter trees. This restriction does not apply to interior side privacy fences that are within the owners' direct patio area.

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Resolution R-7

GUIDELINES FOR HOMEOWNERS YARDS

CC&R Article VII, Section 2:

Owners shall not plant any vegetation in front or back of their Residence, except with the prior written approval of the Association and the maintenance of such additional plantings shall be the sole responsibility and expense of the Owner. If, in the opinion of the Association, any such Owner fails to maintain his plants in a neat and orderly manner, the Association may revoke the Owner's maintenance rights and remove said plants or assess said Owner for any additional expense incurred in the maintenance of said plants.

CC&R Article X, Section 5:

The yards of each Lot shall be maintained so as to be neat and clean at all times.

The Association Board provides the following guidelines for homeowner's yards:

Gas and electric grills are permitted on an owner's concrete patio area. Anything other than that (i.e. charcoal grills, smokers, etc) are not permitted unless prior written approval has been obtained from the community manager/BOD.

Without prior approval by the Architectural Committee, residents may plant flowers in the pre-existing shrubbery beds at the front and in the patio area of each unit.

Without prior approval by the Architectural Committee, each Lot may have up to three ornamental objects or garden statuary in the shrubbery beds directly abutting the front walk of each Unit. Lights lining a Lot's front walkway for illumination are exempt from the restriction on ornamental objects and garden statuary.

Without prior approval vegetables may be planted in containers on an owner's patio area.

Without prior approval of the Architectural Committee, residents may display holiday decorations at their units as follows:

- Decorations may be displayed for up to 30 days prior and 7 days following the commemorated event.

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- Decorations may not interfere with the path of yard maintenance mowers.
- PRIOR APPROVAL is required for any decorations attached to units, buildings, common fences, or other structures that the Association is obligated to maintain in any manner that penetrates or could cause damage to the structure's exterior.
- The Architectural Committee or Association Board reserves the discretion to require removal of any decorations or lighting it determines to be inconsistent with the community aesthetic, offensive to other residents, detrimental to property maintained by the Association, or a safety hazard.

Except by written approval of the Architectural Committee, the following items are not permitted in either the front, back, or side of townhomes:

- Any object that interferes with the timely maintenance of the grounds or the uniform appearance of the community.
- Wood burning fire pits are not permitted in any area of the community.

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Resolution R-8

PETS

CC&R Article X, Section 4:

No animals shall be kept, maintained or quartered on any Lot except that domesticated cats, small dogs, and caged birds may be kept as pets for the pleasure of the occupants. A maximum of two (2) pets shall be allowed per Lot. Seeing eye dogs are allowed, also small caged animals which are not normally taken outside (such as fish, gerbils, etc.) may be kept in reasonable numbers. No pet shall exceed the weight of fifty (50) pounds; however, seeing eye dogs are exempt from this weight restriction. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this subdivision relating to the number and size of pets which may be kept on any numbered Lot. No animals shall be permitted to go beyond the perimeter of any Residence unless the animal is on a leash and under control of its Owner or the Owner's agent. Pet owners shall be required to remove any animal waste from Lots, Common Areas, streets, etc., in a timely manner.

The Association Board supplements the preceding CC&R provision as follows:

No animal may be left in the front or side exterior yard area of a residence (whether on a leash, in a cage, or other restraint). Placing an animal in the front area in violation of this regulation may result in the animal being placed in an animal control facility with costs to be accessed to the owner/resident until the animal is redeemed or other action is taken.

For purposes of pet waste removal "timely manner" means at the time of occurrence.

As per the Greenville County ordinance: dogs must be on a leash no longer than 6 feet and under control of the owner, except in designated areas.

Any pet complaints fall under the jurisdiction of Greenville County Animal Control Services:
864.467.7595 Contact Website: www.greenvillecounty.org/AnswerBook/Animals.aspx

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Resolution R-9

TELEVISION SATELLITES AND ANTENNAE

CC&R Article X, Section 9:

No TV satellite dish larger than 18 inches in diameter will be allowed on any lot or residence. The placement and location of said dishes shall require the prior written approval of the Architectural Committee.

All HOA Covenants and Resolutions are subject to federal, state, and local law. Article X, Section 9 must be interpreted according to federal Telecommunications Act of 1996 (47 C.F.R. Section 1.4000). Accordingly, the Board supplements the preceding Article as follows:

The placement and location of satellite dishes, communications antennae, or any other type of electronic device designed to transmit or receive signals (collectively, **dishes**) shall require the written approval of the Architectural Committee prior to installation.

Homeowners are entitled to no more than one dish per Lot.

No dish will be allowed on any Lot or residence that is larger than the standard size available from the telecommunications provider at the time of installation.

No dish will be allowed on any Lot or residence for any purpose other than private consumer use.

Unless a signal can not otherwise be obtained, dishes must be placed in such a way so as not to be prominently seen from front or side streets.

No dish may be placed in the Common Area, on common fences, or in any location that would impair routine landscaping and maintenance by the HOA.

Cables must be completely hidden from view.