ARC Guidelines

Hunters Crossing Homeowners Association

WHEREAS, the following ARC Guidelines were duly adopted by the Board of Directors in accordance with the Corporations Bylaws and the Covenants of the Subdivision.

NOW THEREFORE, these ARC Guidelines are hereby in full force and effect.

1. **Proposed Construction Plans Submission.** No building, fence, wall, garage or other structure shall be commenced, erected, constructed or maintained upon the properties until the complete set of plans and specification showing the kind and nature, shape, height, square footage, materials and location of the same shall have been submitted, reviewed and approved by the Architectural Review Commitee in writing.

2. **Fences. Approved types: wood privacy, PVC Privacy and extruded aluminum. Wood fences shall be stained within three months of installation.**

   Article VI, Paragraph 32: Privacy fence maintenance-Homeowners are responsible for maintaining their fences in like new condition. Wood privacy fences shall be stained within three months of installation and shall be re-stained no later than every three years or as needed, as determined by the Architectural Review Commitee, to ensure their integrity and appearance.

3. **Sheds/out buildings:**

   Sheds should be a similar color to the house and be a shingled roof to match the house. Sheds shall be placed within City setback requirements. Owners are responsible for obtaining all necessary permits as required by the City. The rear yard must be fenced as a prerequisite for approval of constructing a shed.

4. **Pools:** Above and in ground pools are permitted with ARC approval. The rear yard must be fenced as a prerequisite for approval.

5. **Maintenance of House and premises.**

   Premises is defined as the entire lot, ranging from the opposite property line to the curb, and maintenance by the homeowner must be performed in this entire area.

   General Maintenance Standards

   All lots, property, and premises must be kept in a **neat, orderly, attractive and clean condition at all times**. Each lot owner is responsible for all necessary landscape maintenance including:

   - Cutting grass and shrubbery/hedges

- Mulching, pine needles and other ground cover
- Watering
- Fertilizing
- Spraying
- Pruning
- Other actions necessary to keep yards maintained in a consistent, neat, attractive, and orderly manner in keeping with good and accepted landscaping practices as established by the Homeowners Association

Climbing Plants and Vegetation

Climbing plants or vegetation of any kind shall not be placed or allowed to remain on any fences, walls, buildings, or along a property line unless it has been approved and is maintained by the Homeowners Association.

Shrubbery Height Restrictions

All shrubbery must be maintained to prevent plants or trees from growing to a height that would cut off air or the visibility of any property owner. General rule is that shrubs should not cover over ½ of a window and corner shrubs should be 12" below the soffit of the house.

6. Enforcement

Per Article VI, Paragraph 27 it is expressly understood that id the same is not put in to such condition within 30 days after written notice from the Association, then the Homeowners Association will have the right to take such steps and corrective action to have said lot, exterior of the home or fence(s), cleaned, mowed, or cleared at the sole expense of the property owner, who consents to pay such cost by accepting title to such property subject to these prospective covenants. Failure of the property owner of reimburse the Association shall entitle the Homeowners Association to take action and obtain a judgment for the same, with all costs associated there with being taxed and assessed against the lot owner, including reasonable attorney's fee and court costs associated with the same. The costs assessed to the lot owner shall also be treated as an unpaid assessment, allowing the Homeowners Association all collective privileges outlined in the Declaration for unpaid assessments, including the filing of a lien against the title of the lot and imitating foreclosure action to enforce the payment of the lien.