

# TWIN EAGLES NEIGHBORHOOD ASSOCIATION, INC.

## ARCHITECTURAL CONTROL COMMITTEE RULES AND GUIDELINES

Approved April 18, 2016

Twin Eagles Neighborhood Association, Board of Directors

As authorized by, Article V and Article VI of the Primary Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals (“Restrictive Covenants”) for each section contained within the Twin Eagles Neighborhood Association, Inc., (the Association), the Twin Eagles Neighborhood Association, Inc., has adopted and approved these Architectural Control Committee Rules and Guidelines which are intended to assist the Architectural Control Committee and the homeowners of the Twin Eagles Neighborhood Association in assuring harmony of exterior design and community compliance with the Restrictive Covenants.<sup>1</sup>

These policies are meant to ensure the value and desirability of Twin Eagles Neighborhood Association, Inc., in and to assist with compliance, consistency and uniformity of implementation of the Restrictive Covenants.

These Rules and Guidelines may be amended from time to time. These Rules and Guidelines are meant to address and clarify some of the issues most commonly raised by homeowners to the Architectural Control Committee.

***These Rules and Guidelines do NOT contain all restrictions. At all times, the Architectural Control Committee and homeowners are subject to the Restrictive Covenants. (See, [www.twineaglesneighborhood.com](http://www.twineaglesneighborhood.com) for the Restrictive Covenants which apply to each lot.)***

### GENERAL

The Architectural Control Approval Process form is available on the neighborhood association website at [www.twineaglesneighborhood.com](http://www.twineaglesneighborhood.com). All requests for review by the Architectural Control Committee must be submitted on the approved form and with the necessary supporting documentation to be considered by the Architectural Control Committee. An application will not be considered submitted unless accompanied by all required supporting documentation. Necessary supporting documentation may include, but is not limited to, the following:

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<sup>1</sup> Please note that the Restrictive Covenants for each section of Twin Eagles Neighborhood Association are available on the Association website.

1. Elevation drawings that illustrate the view from the street and view(s) from an adjacent lot(s).
2. Specifications of building materials, finishes, and color(s) to be used.
3. Certified Plat of Survey, which indicates the new project with the setback requirements.
4. Intended use of the proposed project.

### **ACC APPLICATIONS**

1. SUBMITTING APPLICATIONS: Each homeowner is responsible for submitting an application for ACC approval of plans and specifications. No building, shed, fence, wall, swimming pool or spa, or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made without application and approval. (Restrictive Covenants, Article V)
2. APPROVAL: The Architectural Control Committee is responsible for approving or disapproving each application. Work should not be started until the homeowner has received written approval. Modification or changes to homeowner property made prior to approval and subsequently disapproved will be removed at the expense of the homeowner. (Restrictive Covenants, Article V and Article IX)
3. HEARING: At the request of the homeowner and the consent of the board, homeowners may request to be included on the agenda of the board meeting to discuss and explain their application for ACC approval of plans and specifications. (Restrictive Covenants, Article V)

### **ARCHITECTURAL RULES AND GUIDELINES**

1. FENCES: Fences shall be black in color and the material shall be metal. The design shall be of a similar nature to the Twin Eagles Neighborhood Pool and must conform aesthetically to the home. Fencing must be maintained in a high state of repair. (Restrictive Covenants, Article V and Article IX, Section 24)
2. PLAYGROUND SETS: Playground sets shall be permitted only in backyards. The maximum permitted height is twelve and a half (12 ½) feet; maximum permitted length is twenty (20) feet. Playground sets must be of heavy, wooden construction, earth

tone in color, and must be kept in a high state of repair. Tree houses are not permitted. Specific location must be submitted for approval to the Architectural Control Committee. (Restrictive Covenant, Article V)

3. VEHICLES: No trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camping trailer, shall be either used or located on any Lot or adjacent to any Lot, public street or right-of-way, either temporarily or permanently. (Restrictive Covenant, Article IX, Section 9)
4. COMMUNICATION EQUIPMENT: No radio or television antenna with more than 30 feet of grid area or which attains a height of six feet above the highest point of the roof shall be attached to any Dwelling Unit. No freestanding radio or television antenna or receiving disk or dish shall be permitted on any Lot. (Restrictive Covenant, Article IX, Section 12)
5. SOLAR PANELS: No solar panels attached or detached shall be permitted. (Restrictive Covenant, Article IX, Section 12)
6. ROOFING MATERIALS: No roll roofing of any description or character shall be used on the roof of any Dwelling Unit. Metal roofing may be used only as an accent so long as, in the sole discretion of the Architectural Control Committee, it is in harmony of external design and location in relation to surrounding structures. (Restrictive Covenant, Article V and Article IX, Section 16).
7. LANDSCAPING OF DWELLINGS: All landscaping shall be completed within one (1) year after the date of the issuance of a certificate of occupancy by the Allen County Building Department. All landscaping must be in a manner so as to remain consistent with the aesthetic integrity of the landscaping of the Properties, as defined in the Restrictive Covenants. Lawns must be regularly cut and neatly maintained. Trees, shrubs and bushes must be pruned

regularly and not allowed to encroach into roads or common areas. Plant beds shall be neatly covered or planted and shall not be overrun with weeds. (Restrictive Covenants, Article IX, Section 31)

8. SPORT COURTS: Sport Courts may not exceed the dimensions of 31 feet by 31 feet and the requests must be accompanied by: 1) plans for landscaping which will provide adequate screening, 2) samples of the colors proposed to be used 3) will meet all set back requirements for Dwelling Units as contained in the Restrictive Covenants, or the current or any subsequent Allen County Subdivision Control Ordinance, and 4) may not include exterior or outdoor lights other than those that are attached to the house. (Restrictive Covenants, Article and Article IX, Section 4).
  
9. BASKETBALL POSTS AND FREESTANDING FLAGPOLES: Basketball posts/goals must be freestanding, constructed of commercial grade materials and located no more than twenty feet from the dwelling. If located at the driveway, the backboard of the post/goal shall be set perpendicular to the street. Portable Basketball Units are not permitted. Plans for freestanding flag poles must be submitted to the Architectural Control Committee for approval. All Posts, Poles and components must be kept in a high state of repair. (Restrictive Covenants, Article V)
  
10. BASKETBALL BACKBOARDS: Basketball backboards may be only artificial material or metal and shall be maintained in good repair or removed. (Restrictive Covenants, Article V)
  
11. PATIOS: Patios must be constructed of concrete, stone, slate or brick. Appropriate consideration must be given to grade changes, set-backs from property lines, railings and other aspects of the patios. (Restrictive Covenants, Article V)

12. DECKS: All decks must be made of pressure-treated wood or simulated wood decay-resistant material. The size, style, location, and color must be consistent with the design and colors of the house. (Restrictive Covenants, Article V)
13. GARBAGE AND TRASH: Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from the front of any residence. No outside incinerators shall be kept or allowed on any Lot. (Restrictive Covenants, Article V and Article IX, Section 15)
14. UNSIGHTLY CONSTRUCTION: All reasonable efforts must be taken to reduce undesirable effects of home repair/renovation and to require cooperation by home contractors. Requests for ACC approval of plans for external home changes must include an estimate of duration of the project. Construction should proceed expeditiously once commenced. While internal home modifications do not require approval, the on-going construction may have an adverse external impact. Deleterious conditions such as noise, the presence of portable toilets, dumpsters, construction equipment and mud, dirt and unkempt grounds from any construction that has not concluded within 3 months after commencement shall be presumed to be unreasonable and inappropriate. (Restrictive Covenants, Article V)
15. DUMPSTERS: Dumpsters or other containers may not be placed in the street, or in any place that causes a safety hazard by blocking line of sight. (Restrictive Covenants, Article V)
16. NUISANCE. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The proposed activity shall be considered as a part of each application to the Architectural Control Committee. (Restrictive Covenant, Article IX, Section 8)

## **PETS AND ANIMALS**

1. PETS: When outside the lot, all animals allowable under the Restrictive Covenants, must be accompanied by an attendant who shall have such animal firmly held by a collar and leash no longer than eight (8) feet in length. This shall not prohibit a cat or dog from being secured on a stake or maintained within an invisible fence or other electronic restraint. The individual walking the pet shall be required to clean up after the pet.
2. NUISANCE. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This shall include, but is not limited to, excessive noise from pets that can be heard outside the dwelling. (Restrictive Covenant, Article IX, Section 8)