

Bradford Place HOA of Johnson County Architectural Review Board (ARB) Working Policy

The Covenants and Restrictions (C&R) govern the ARB, Owners and Residents of Bradford Place. This Working Policy is an interpretation of the C&R, and allows the ARB to enforce the C&R and conduct day-to-day activities. It shall not replace, contradict or overwrite the C&R in any way. Owners and Residents must observe the C&R as well as this Working Policy.

Section 1. Introduction. The Architectural Review Board (ARB) regulates the external design, appearance, use, location and maintenance of residences, structures or other improvements on the Real Estate to preserve and enhance values and maintain a harmonious relationship among structures, improvements and the natural vegetation and topography (15.b.). The ARB is appointed by the Board of Directors, and if not appointed is the same as the Board of Directors (15.a.) The Bradford Place Covenants and Restrictions (C&R) govern the ARB and this working policy is subordinate to, and does not replace, the C&R. However, Owners, builders, and contractors must observe the C&R, Board Policy, and this ARB Working Policy.

No improvements shall be made on any Lot without the prior written approval of the ARB (C&R Article 15.c.). All requests must be submitted to the ARB and approved prior to project initiation.

It is the responsibility of the Owner to inform all contractors or vendors of the applicable policies and procedures and to themselves follow all policies and procedures, prior to initiation of any improvement.

Any improvement identical to original in every way (for example, repainting trim the exact color as originally on the structure) is acceptable and does not require ARB approval. If any aspect of external appearance will change due to an improvement, the project requires ARB approval.

All improvements will be considered on a case-by-case basis

Section 2. Improvements within Scope. Improvements within scope include: Construction, new construction, remodeling, fences, barriers, decks, siding, pools, windows, driveways, play gyms (child’s swing-sets) or any other temporary or permanent structure erected on any Lot. Also within scope is painting, staking, grading, clearing, excavation or any other external modification or alteration to the exterior of a structure or within or on the Lot.

Section 2.a. Fences or barriers. Green or black vinyl-coated chain link and wood fences are acceptable; not to exceed 6 feet in height.

Section 2.b. External Color. Any application in which color is changed from original will be reviewed for compatibility with the existing color scheme of the home, neighboring homes, and the neighborhood as a whole. In general, color should be neutral and blend well with the overall existing color scheme of the structure and neighborhood. Owners may be asked to submit photographs and color examples.

Section 2.c. Driveways. Concrete driveways are acceptable. Asphalt is not allowed. Clear concrete sealant is allowed but colored stains are not. Scalloped or textured concrete is acceptable.

Section 2.d. Roofing. Shingles should match original roof color, as well as that of neighboring homes, when possible. Shingles must be asphalt; no cedar shakes. Textured or specialty shingles are allowed.

Section 2.e. Pools and spas. Hot tubs, spas, or in-ground pools are allowed. Permanent or temporary above-ground pools are not allowed. Small inflatable “kiddy” pools are permitted as long as they do not exceed 12’ in diameter (19.c.).

Section 3. Out-of-Scope Improvements. Requests for any other improvements not specifically listed in Section 2 are not subject to ARB approval/denial, and will be forwarded to the Board of Directors for review and/or approval if received. If a complaint is received regarding any out-of-scope issue, it shall be forwarded to the Board of Directors. Designated time limits (Section 8) apply to any out-of-scope project.

Section 4. Duties of the Architectural Review Board. Members of the ARB are appointed by the Board of Directors. Term length is one calendar year; members may serve consecutive terms with no limit if reappointed by the Board for each new term.

Section 4.a. ARB Chairman. Primary contact for ARB submission forms. Duties include:

- 1) Supervise other ARB members
- 2) Draft and deliver written approval/denial; may delegate as necessary
- 3) Draft and deliver violation letters pertaining to ARB issues; may delegate as necessary
- 4) Provide updates and status reports at/for Board meetings
- 5) Communicate to the Board of Directors any violation of the Covenants or Working Policies
- 6) Recruit and/or train new ARB members as necessary
- 7) Serve as primary contact for ARB submission forms
- 8) Retain a copy of submission forms, plans, materials, and approval/denial forms
- 9) Other duties as necessary for ARB function

Section 4.b. ARB Member. Duties include:

- 1) Vote to approve or deny projects submitted to the ARB
- 2) Other duties, inspections, etc. as requested by the ARB Chairman

Section 5. Submission Process. A written application must be submitted to the ARB; the form can be found at www.bradfordplacehoa.com. Each application for improvement shall contain the following as applicable:

- 1) Name, address, and contact number of Owner
- 2) Improvement specifications including color, dimensions, materials, etc
- 3) Estimated completion date of project
- 4) Construction specifics
 - a. Plans
 - b. Contractor name and contact information
 - c. Copy of contractor's general liability insurance and workers compensation insurance certificates
 - d. Copy of building permit
 - e. Samples of material (e.g. shingles, siding, etc.)

Section 6. Approval Process.

The ARB will approve or deny improvements, in writing, within fourteen days of receipt of all required information (Section 5). Decisions will be made by majority vote. A copy of the application, plans, and approval or denial shall be retained by the ARB Chairman.

Section 6.a. Approval. The ARB will approve requests in writing; the approval will include the following as applicable:

- 1) Exact scope of the project or improvement
- 2) Time limit
- 3) Material specifics (i.e. type of fence or shingle)
- 4) Color specifics (i.e. paint or siding color)
- 5) That a new submission is required if the scope/specifics of the project change
- 6) Penalties for unapproved improvements
- 7) ARB Contact name/number for questions

Section 6.b. Denial. The ARB will deny requests in writing when:

- 1) The plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the Covenants and Restrictions, Board Policy, or ARB Working Policy
- 2) The design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the adjacent buildings or the neighborhood

- 3) The proposed improvement, in total or in part, would, in the sole opinion of the ARB, be contrary to the interest, welfare or rights of all or part of other Owners

The “Approval Denied” document must include the following:

- 1) Reason the improvement or project was denied
- 2) Homeowner recourse (e.g. resubmit plans, appeal to Board of Directors, etc.)

Section 7. Inspection. The Architectural Review Board may inspect materials and/or work being performed as per Article 15.f.

Section 8. Project completion/timing. Every approved improvement to any Lot or structure shall be completed within one hundred twenty (120) days of project initiation, unless circumstances beyond the reasonable control of the builder and/or Owner prevent such completion. When there is a delay in construction, the Owner and/or contractor must provide written documentation to the ARB outlining the reason for the delay, when the project will proceed, and when it will be finished. If a project is not expected to be completed within the 120-day time limit, it is the responsibility of the Owner to notify the ARB. Time limits may be extended by the ARB on an individual basis.

Section 9. Noncompliance and Penalties. All noncompliance issues or complaints will be forwarded to the Board of Directors for further action. See also Board of Directors Working Policy and ARB process flowchart (www.bradfordplacehoa.com).

Section 9.a. Article 15 Violation: Failure to comply with ARB process or decision. ARB decisions apply to the Lot and/or Dwelling Unit without restriction. All current and future Owners or Residents must comply with an ARB decision. If an Owner or Resident chooses to ignore the ARB approval process, the Board of Directors may take further action.

Section 9.b. Article 15 Violation: Project start prior to approval.

- 1) If a project is started prior to ARB approval, and is later approved by the ARB, or the Board upon Owner appeal, a \$50 fine will be assessed for Article 15 violation (improvement prior to approval).
- 2) If a project is started prior to ARB approval, and is later denied by the ARB, and/or the Board upon Owner appeal, a \$100 fine will be assessed for violation of Article 15 (improvement prior to approval).
- 3) If any Owner or Resident fails or refuses to submit an application, or ignores the formal approval process for any project or improvement, the Board of Directors will note the unapproved project and at time of future sale will aggressively publicize to agents and potential buyers that the project is unapproved and appropriate action must be taken to correct the situation, either by the current or future Owner.

Section 9.c. Article 15 Violation: Unapproved Project. If a project is denied by the ARB, or the Board of Directors upon appeal, the project is again denied, the Owner must comply with the denial and required action. If an Owner fails to comply, a fine in the amount of \$100 for Article 15 violation will be assessed monthly until the violation is corrected.

Section 9.d. Article 15 Violation: Nonpayment or Delinquent Payment of Fines.

All fines to be assessed by, and legal action taken by, the Board of Directors. All fines subject to a \$10/month late fee. If fine payment is delinquent greater than sixty (60) days, a lien may be filed and Small Claims action may be pursued. See also Board Policy.

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