



ARCHITECTURAL REVIEW BOARD REGISTER OF STANDARDS AND PROCEDURES

Established October 12, 1995

Amended May 15, 2002

Amended June 5, 2006

Amended July 21, 2009

As set in the Declaration of Covenants and Restrictions (recorded on May 13, 1994 as Instrument Number 9422273), the Supplemental Declaration of Covenants and Restrictions (recorded on May 13, 1994 as Instruments 9422274 and 9422275) the Springmill Villages Architectural Review Board (ARB) has established the following Standards, Guidelines and Procedures which have been approved by the Springmill Villages Board of Directors (SMVBOD). In order to establish and preserve a harmonious and aesthetically pleasing design for the community and to protect and promoted the value of the Property, all owners by acceptance of a deed, shall be bound by these Standards, Guidelines and Procedures as well as all the provisions of the Declarations of Covenants and Restrictions and Supplemental Covenants and Restrictions. Covenants and Restrictions Section 13 (b), (e), Supplemental Covenants and Restrictions Section 6

This document supersedes all amended versions.

The ARB shall have jurisdiction, under the oversight of the SMVBOD, over any improvement, addition or alteration made on or to existing lots or structures on lots. **Prior written approval of the ARB for any improvement, addition or alteration must be obtained by all property owners within the community.**

OBTAINING APPROVAL FROM THE ARB

Fully complete and submit the ARB Review Request Form along with two (2) plot plans which show the exact location and dimensions of any improvements, additions or alterations proposed. A drawing or brochure of the proposed improvement shall also be attached to each plot plan. Submit all required information to (email submissions are not accepted):

SMVHOA Architectural Review Board
c/o Community Association Services of Indiana (CASI)
Attn: Tracy Barker
11711 North College Avenue
Suite 100
Carmel, IN 46032
Tel: 317-875-5600
Fax: 317-875-5614

Approval or Disapproval shall be made within sixty (60) days after proper submission to the ARB. It is the obligation of the owner to ensure approval prior to project commencing. In the event the ARB fails to approve, modify or disapprove in writing within sixty (60) days, approval will be deemed denied. Covenants and Restrictions Section 13(d)

ARCHITECTURAL STANDARDS AND GUIDELINES

1. **Pools**
 - a. No aboveground swimming pools will be permitted. Excluded from this are toddler-style splash pools, which should be emptied of water daily after use. These shall not use any kind of water filtration system.
 - b. In ground Pools need ARB approval.
2. **Hot Tubs**
 - a. Are permitted subject to ARB approval and location placement
3. **Landscaping**

- a. Shrubs & Hedges – Shrubs or hedges higher than 18” are not permitted between the front property line and the front building set-back line. Covenants and Restrictions Section 5 (c)
 - b. Vegetation – An Owner shall not permit the growth of weeds and volunteer trees and bushes on his/her lot, and shall keep his lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Board of Directors shall cause the weeds to be cut and the lot cleared of such growth at the expense of the Owner thereof and the Corporation shall have a lien against the cleared Lot for the expense thereof. Supplemental Covenants and Restrictions Section 5(d)
 - c. Plants less than 18” tall do not require ARB approval. Covenants and Restrictions Section 5 (c)
4. **Playground Equipment**
- a. Swing sets and playground sets should be constructed of wood or composite materials. Professional installation is recommended. Specifically prohibited are metal units.
 - b. Playground equipment which is being repaired or re-stained with the current color does not need prior ARB approval. Playground equipment which will have a color change do need prior ARB approval.
 - c. Trampolines are allowed, and shall be placed behind the rear building line.
5. **Fences**
- a. The Architectural Review Board, prior to installation, must approve all fences.
 - b. Fences may not encroach on any common areas. Covenants and Restrictions Section 14
 - c. Fences, which encroach on any utility, water, or drainage easements; are subject to removal at owner’s expense. Covenants and Restrictions Section 16
 - d. Homeowners are strongly encouraged to obtain a stake survey to mark their property lines prior to any fence construction.
 - e. Fences on comer lots and on lots adjacent to pond common areas are limited to four (4) feet in height.
 - f. On all other lots, natural or stained wooden fences up to six (6) feet in height are permitted in shadowbox, board-on-board, no space picket and spaced picket designs. Other designs or fence materials require photographs, drawings, and other supplemental information sufficient to allow the Architectural Review Board to make an informed decision.
 - g. Professional construction/installation is recommended.
 - h. Fences, which are not in compliance with the mandatory provisions of this policy, are subject to removal at the owner’s expense.
 - i. All fences must be located behind front building line.
 - j. All fence heights are measured from the ground.
 - k. Chain link fences are not allowed. Covenants and Restrictions Section 5 (c)
 - l. Wire fencing and/or temporary fencing of metal and/or plastics are not allowed.
 - m. Vinyl Fencing is allowed per ARB approval and it should conform to the same types and appearances as wood fencing.
 - n. Split-rail fence is not permitted.
 - o. Fencing shall either be left as natural wood or stained. Stain colors should coordinate with the colors of the house.
 - p. Painted fences are not permitted.
 - q. Fences which are being repaired or re-stained with the current color do not need prior ARB approval. Fences which will have a color change do need prior ARB approval.
6. **Outbuildings**
- a. No freestanding outbuilding will be permitted. This includes, but is not limited to sheds, detached garages and playhouses (Small, Little Tykes/Step 2 playhouses are permissible).
 - b. No temporary structures permitted, Supplemental Covenants and Restrictions Section 4 (c)
7. **Prohibited Vehicles and Parking**
- a. No camper, Motor home, truck, trailer, boat or disabled vehicle may be parked or stored overnight or longer on any lot in open public view. Supplemental Covenants and Restrictions Section 5 (a)
 - b. No vehicle may be parked on any lot except on Driveways and Garages. There is no parking on lots between homes or in rear of homes or blocking sidewalks.
8. **Antennas, Receivers and Satellite Dishes**

- a. Satellite Dish Receivers - Per the FCC Telecommunications Act of 1996 you are not required to receive approval for the installation of and placement of satellite dishes with a diameter of 1 (one) meter or less. <http://www.fcc.gov/mb/facts/otard.html>
 - b. No satellite receiver (greater than 1 [one] meter in diameter) down-link or antenna which is visible from a public way or from any other Lot shall be permitted on any Lot without the prior written consent of the Architectural Review Board. Unless consent thereto is granted by a majority of the Owners, the Architectural Review Board shall not give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give its consent to the installation of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected consent in writing to the installation thereof. ^{Supplemental} Covenants and Restrictions Section 5 (i)
9. **Garbage And Refuse Disposal**
 - a. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary. ^{Supplemental Covenants and Restrictions Section 5 (f)}
10. **Outside Burning**
 - a. No trash, leaves or other materials shall be burned upon a Lot if smoke would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable legal requirements. ^{Supplemental Covenants and Restrictions Section 5 (h)}
11. **Yard Lights**
 - a. Shall be operational at all times. Any malfunctioning or non-functioning lights shall be repaired immediately. They shall be equipped with a photoelectric cell or similar device to insure automatic illumination from dusk to dawn each day. All yard lights are subject to approval from the ARB. ^{Supplemental Covenants and Restrictions Section 4 (f)}
12. **Pets**
 - a. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall also control or confine them so as to avoid barking which will annoy or disturb adjoining Owners. ^{Supplemental Covenants and Restrictions Section 5 (g)}
13. **Storage Containers**
 - a. Storage containers made of plastic (Rubbermaid or similar product) , which are no greater than 40 cubic feet in size and no side or height greater than five feet in size, are allowed and must be placed with their back against the rear of the home. ARB Approval is not required.
14. **Basketball Goals**
 - a. Permanent basketball goals may not be placed on sidewalks, on streets, nor in common space and require approval of the ARB.
 - b. Goals shall not be attached to homes.
15. **Driveways and Sidewalks**
 - a. All Driveways shall be paved and maintained dust free.
 - b. Driveways shall be maintained in concrete. No asphalt paving is permitted. ^{Supplemental Covenants and Restrictions Section 4 (e)}
 - c. All Street Side Sidewalks shall be paved and maintained dust free. Street Side Sidewalks shall be maintained in concrete.
 - d. All street side sidewalks shall be cleared of all snow by the homeowner as quickly as possible after a snowfall.
16. **Mailboxes – (these are the current requirements)**
 - a. Mailbox - Comes only from this approved Vendor; Address Art, Attn: Jeanie, PO Box 90018 Indianapolis IN 46290, 317.254.1508, Fax: 317.251.0653, www.AddressArt.com
 - i. Crossings Area -
Box Size - Medium
Box Color - Ocean Sand
Letter Style - Universal Roman Bold

Letter Color - Burgundy
Special Notes - Street and Address Number
ii. Meadows Area -
Box Size - Medium
Box Color - Ocean Sand
Letter Style - Universal Roman Bold
Letter Color - Forest Green
Special Notes - Street and Address Number

- b. Mailbox Flag - Comes only from this approved Vendor; Address Art, Attn: Jeanie, PO Box 90018 , Indianapolis IN 46290, 317.254.1508, Fax: 317.251.0653, www.AddressArt.com. Mailbox flag is to be a Diecut Ivy Leaf or Diecut US Flag in Burgundy Red. RustOleum® Burgundy spray paint can be used to repaint flags which have faded.
 - c. Post – Comes only from this approved Vendor; AAA Mailbox & Post, Joe Peeler, 2138 E 62nd St, Indianapolis, IN 46220, 317.255.2500
 - d. Post Color - Porter Paint, Color - Beige Tellin #6706-3, Paint - ACRI-PRO 100 Flat Exterior Acrylic
17. **Signs**
- a. No signs shall be displayed except for those used in the purpose of advertising the property for sale or rent. Home owners are restricted to one (1) sign on the property no more than four (4) feet square for the advertising of the home for sale or rent. Supplemental Covenants and Restrictions Section 5 (b)
 - b. Signs may not be placed in common areas or easements except on the day of an open house to facilitate the sale of a home.
18. **Exterior Lights**
- a. Shall not be installed or erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another lot. Supplemental Covenants and Restrictions Section 5 (j)
19. **Electric Bug Killers**
- a. Electric bug killers, “Zappers” and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use and not continuously. Supplemental Covenants and Restrictions Section 5 (k)
20. **Air Conditioners**
- a. No air conditioner unit shall be installed so as to protrude from any structure located on a Lot (including but not limited to the window or any Residence or garage) if the same would be visible from a public way, a community area or lot. Supplemental Covenants and Restrictions Section 5 (l)
 - b. No HVAC, Heating Unit, Heat Pump, etc, shall be installed so as to protrude from any structure located on a Lot (including but not limited to the window or any Residence or garage) if the same would be visible from a public way, a community area or lot.
21. **Storage Tanks**
- a. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a Residence such that they are completely concealed from public view. Supplemental Covenants and Restrictions Section 4 (g)
22. **Septic Systems**
- a. Please refer to Supplemental Covenants and Restrictions Section 4 (j)
23. **Drainage**
- a. Please refer to Supplemental Covenants and Restrictions Section 4 (l). Drainage Easements must be obeyed on each property. If your project crosses into the Drainage Easements, you must first apply to Hamilton County and get approval on a variance for your Easement. This Approved Variance must be included in your application or it will be automatically rejected.
24. **Water Systems**
- a. Please refer to Supplemental Covenants and Restrictions Section 4 (k)
25. **Exterior Home Colors**
- a. The ARB recommends to Home Owners that they select from a palette of earth tones when selecting the colors for their home exterior. Colors should match the color palette which is used in Springmill Villages to maintain the “tasteful” nature of the community.
 - b. Repainting or repairing the Wood Trim on your home and using the existing color does not require ARB approval. Any color changes do require ARB approval.
26. **Decks**

- a. Decks require ARB approval.
 - b. Decks shall be made of Cedar, Treated Lumber or Composite Materials.
 - c. Decks shall either be left as natural wood or stained. Stain colors should coordinate with the colors of the house.
 - d. Painted decks are not permitted.
 - e. Decks which are being repaired or re-stained with the current color do not need prior ARB approval. Decks which will have a color change do need prior ARB approval.
 - f. Deck colors, styles and sizes should match the home and those which are used in Springmill Villages to maintain the "tasteful" nature of the community
27. **Invisible Pet Fences**
- a. Invisible style pet fences do not require ARB approval.
28. **In Ground Irrigation Systems**
- a. In ground irrigation systems for the watering of the homeowners landscaping does not require ARB approval.
29. **Emergency Home Repairs**
- a. Any emergency home repairs (roof repairs, siding repairs, fence repairs, etc) do not require ARB approval if the same materials and/or colors are used. If a materials and/or colors change then prior ARB approval is needed.