



## **RULES AND REGULATIONS - RETRACTABLE AWNINGS**

**BACKGROUND:** the Board is committed to preserving the property values and appearance of The Villas at Five Ponds, and wants to ensure that the community retains its prestigious reputation and remains a sound investment and attractive place to live; and

**PURPOSE:** the installation of retractable awnings on the properties must meet certain requirements, in keeping with the aesthetic and safety standards of the community;

**THEREFORE,** the following regulations have been established and adopted herein by the Board:

1. Prior to installing a retractable awning at the Villas at Five Ponds, the homeowner **MUST** sign and submit a written architectural change request, and receive architectural approval of the Board.
2. The homeowner is free to select an authorized awning vendor, contractor and/or installer.
3. The Association is not responsible for any work done or damage caused by any such authorized awning vendors, contractors and/or installer(s).
4. The homeowner and vendor, contractor and/or installer **MUST** comply with all the rules and regulations governing the installation, maintenance and repair of any retractable awning.
5. The vendor, contractor and/or installer **MUST** provide written proof of insurance, and workers compensation prior to commencement of installation, maintenance, and/or repair work.
6. The retractable awning may be installed over the deck or the patio only.
7. The only approved awning product for installation at the Villas at Five Ponds is **Sunrise #2000 by Perfecta**, or its approved equivalent.
8. The only approved fabric and color is **Sunbrella Linen #4633**, or its approved equivalent. Note, for approval of an "equivalent" fabric/color a sample of the selected fabric/color must be submitted.
9. If at any time prior to initial installation, or at the time of replacement, the fabric and/or color is discontinued, the Architectural Committee must approve the new fabric and/or color choice, with the concurrence of the Board of Directors.
10. The only approved color for the mounting of the trim (frame, hood finish and accessories) is **Sunbrella Beige # 4683**, or its approved

equivalent. Note, for approval of an “equivalent” color a sample of the selected color must be submitted.

11. The awning, when opened, may not project beyond the edge of the patio or the deck over which it is installed, and no extension may be added.
12. If a motorized (electric) unit is installed, it must have a manual override to ensure that the awning can be retracted in the event of an electrical outage.
13. The homeowner, vendor, contractor and/or installer MUST obtain permits, e.g. electrical, if any, as required by the municipality. The cost of said permit(s) are solely to the account of the homeowner.
14. Awnings at all times must be properly maintained, in accordance with the manufacturer’s recommendations, kept clean and in good repair. Purchase, installation, repair, and maintenance (as well as any other issues that occur in connection with an awning on your property) are the sole responsibility of the homeowner. Awnings must be retracted when not in use, especially at night.
15. No lights or house numbers are to be relocated on account of the installation of the awning.
16. When BBQing, the awning is to be retracted to expose the grill. BBQing under the awning is prohibited, as it is a fire hazard.
17. If any damage occurs to the awning or its mounting, it must be repaired or the entire unit must be removed. If it is removed, the exterior of the home must be restored to its original condition. The cost of repair or removal is solely to the account of the homeowner. If there is any violation of these requirements, the Association will arrange for the necessary changes and repairs to be made, and will charge the costs to the homeowner as an exterior maintenance assessment. A reasonable time will be no more than 3 weeks to make the necessary repairs.
18. If any awning becomes frayed, torn, shabby, faded or unsightly in appearance, it must be repaired, or replaced as the case may be, or the entire unit must be removed. The cost of repair, replacement, or removal is solely to the account of the homeowner. If it is removed, the exterior of the home must be restored to its original condition. If there is any violation of these requirements, the Association will arrange for the necessary changes and repairs to be made, and will charge the costs to the homeowner as an exterior maintenance assessment. A reasonable time will be no more than 3 weeks to make the necessary repairs.
19. If the installation causes damage to any property, including, but not limited to the homeowner’s property, any adjoining property, or any other property belonging to, or for which the Association bears any responsibility for the maintenance, repair and/or replacement in the normal course under the terms of the declarations and bylaws, the Association will arrange for the necessary changes and repairs to be

made, and will charge the costs to the homeowner as an exterior maintenance assessment.

20. The above rules and regulations governing the installation, use and maintenance/repair of retractable awnings may be amended, from time to time, as required.

I have read and understand the above "Rules and Regulations - Retractable Awnings" and agree to be bound by them.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Street Address/Lot No.: \_\_\_\_\_