

**ARCHITECTURAL  
GUIDELINES AND VIOLATION  
ENFORCEMENT**

**GUIDELINES FOR THE OPERATION OF THE ARCHITECTURAL CONTROL COMMITTEE (ACC), ARCHITECTURAL CHANGE APPLICATION PROCEDURES, ARCHITECTURAL GUIDELINES, AND ARCHITECTURAL VIOLATION ENFORCEMENT**

April 1989, with Amendment dated July 2004

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The Articles of Incorporation of Park Summit Homeowners Association, Inc. (PSHOA) empowers the Board of Directors to do all things as may be permitted by law to promote the common benefit and enjoyment of residents in the Park Summit Community. Articles VII and VIII of the Declaration of Covenants, Easements and Restrictions of the PSHOA provide for an Architectural Control Committee (ACC) to establish guidelines to protect the quality of life and property values of all property within the community.

The Board of Directors has determined the following policy for the establishment of the PSHOA Architectural Control Committee (ACC) operations, the procedures and architectural change guidelines for permitting exterior changes to homes and/or common elements, and the procedures by which the ACC will enforce violations of the PSHOA Covenants and/or established architectural guidelines.

The Board of Directors has reviewed the guidelines over the past years and believes that these changes are appropriate. The Board of Directors will continue to review this document on a regular basis and adopt the appropriate guidelines to best serve the community.

## **I. ARCHITECTURAL CONTROL COMMITTEE (ACC)**

### **A. Operation of the Committee**

1. The committee shall consist of three members of the Park Summit Homeowners Association. The Board of Directors may be members of the ACC if there is an insufficient number of homeowners participating on the ACC.

2. Membership shall be for a period of one year. Nomination and election of new members shall be held at the Annual Meeting or as otherwise determined by the Board of Directors.

3. The affirmative vote of a majority of the members of the ACC shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like, as they pertain to the ACC functions.

The ACC shall strictly adhere to the Guidelines as written. Any deviation must be advertised in advance and formal changes implemented into guidelines before approving any item outside the branch of the existing guidelines.

4. A member of the ACC shall be immediately removed from the committee at any time in which his/her monthly assessment has remained unpaid for a period exceeding thirty (30) days. The Board of Directors can appoint replacement members when a vacancy occurs on the Committee prior to the next Annual Meeting.

5. A member of the ACC may be removed by the committee by the affirmative vote of a majority of the remaining members of the committee for failure to attend three (3) consecutive meetings of the committee or failure to attend four (4) meetings of the committee during any six (6)-month period.

6. All officers and members of the ACC shall be legally protected from action against them, the same as the Board of Directors and Officers as set in Article Eleven of the Articles of Incorporation of Park Summit Homeowners Association, Inc.

7. The ACC shall meet each month and that day will be determined by the ACC at its first meeting.

8. The Committee shall maintain minutes of all meetings and submit copies to the Board or its agent at least two (2) days before regular board meetings.

## **B. Scope of the Committee**

The following section also appears at Article VII, Section 1 of the Declaration.

No building, fence, wall or other structure or outside aerial, satellite dish, or antenna of any type for reception of transmission other than those built by the Declarant, or by any party to whom Declarant shall by writing and recorded instrument assign this right, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change, alteration or improvement thereof be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee..

## **II. ARCHITECTURAL CHANGE APPLICATION PROCEDURES**

A. Oral requests will not be considered.

B. Each application shall include the following:

1. Details of the complete plans and specifications of the project, including the height, width, length, size, shape, color (sample if possible), materials, and location of the proposed improvement. An elevation view of the proposed change shall be included. Photographs of similar completed projects for comparative purposes would be helpful.

2. A Site Map or Plat Map is required for all decks, fences, and sheds. This map should be a scaled drawing of your lot (site) which shows the exact dimensions of the property and all improvements including those covered by the application. This site plan should have been provided by the seller at the time you purchased your home.

3. Applications must be signed by four homeowners whose property lies within 100 feet of the applicant's property. If the resident is a renter, it should be so indicated on the application. The management company will notify the appropriate absentee homeowners. The purpose of having the signatures of homeowners whose lots are within 100 feet of the applicant's lot is to serve as notice of the proposed change. Signing the application in no way indicates either approval or disapproval of the proposed change. Names and addresses of homeowners who refuse to sign should be noted on the application by the applicant. Homeowners whose property is within 100 feet of the applicant's lot

and who disapprove of the proposed change must notify the Committee in writing within five (5) days of being asked to sign the application. If any homeowner whose property is within 100 feet of the applicant's property files a written protest, the Committee must hold a hearing to discuss the application. This hearing must take place twenty (20) days after the applicant and homeowner who disapproves of the change have been notified in writing.

C. The homeowner will submit the original and one copy of a completed Application for EACH Architectural Change to the ACC through the management agent for the PSHOA:

Park Summit Homeowners Association  
c/o Vanguard Management Associates, Inc.  
P.O. Box 39  
Germantown, MD 20874

D. The management agent will review the application to verify completeness. Should the management agent find the application to be incomplete, the application will be returned to the homeowner, and the ACC shall be deemed to have fulfilled its obligations set forth above. The ACC will not review incomplete or incorrectly filled out applications. The homeowner may resubmit the application for ACC review when properly completed.

E. The management agent will forward the original application to the ACC.

F. The management agent and the ACC will maintain a log indicating receipt date of applications, approval/disapproval date, and date returned to the management agent.

G. The ACC will review and approve or disapprove all properly completed applications. If the ACC fails to approve or disapprove any properly complete application including all materials and information required by the ACC within sixty (60) days of receipt, then approval will be deemed to have been given. Disapproved applications shall contain an explanation.

H. All applications will be returned to the management agent, who will return a copy to the homeowner. Disapproved applications must be returned to the homeowner by certified mail, return receipt requested. The original of all applications and notices shall be placed in the PSHOA files.

I. Construction or alterations of the approved application shall be completed within one (1) year of approval date. If constructions or alterations are not completed within this time, request for approval must be resubmitted to the ACC.

J. Approval of any particular plans and specifications or design by the ACC shall not be construed as a waiver of the right of the ACC to disapprove such plans and

specifications, or any elements or features thereof, in the event such plans and specifications are subsequently resubmitted for use in any other instance.

K. Upon the completion of any approved construction or alterations the ACC shall, at the request of the owner, issue a certificate of compliance which shall indicate full compliance with the application approved by the ACC. The ACC may charge a reasonable fee, not to exceed fifteen dollars (\$15.00) of the preparation and issuance of such certificate of compliance.

L. The decisions of the ACC shall be final except that any individual who is aggrieved by any action or forbearance from action by the ACC (or by any policies, standard or guidelines established by the ACC) may appeal the decision of the ACC, in writing, to the Board of Directors. Upon such a request, the individual shall be entitled to a hearing before the Board of Directors and at least one (1) member of the ACC.

### III. ARCHITECTURAL GUIDELINES

As a matter of personal pride, in the interest of maintaining an attractive community, in increasing property values, and with consideration of your neighbors, adequate time and effort should be taken to see that our community and individual properties are well maintained. Additionally, special consideration must be given to your neighbor's view when planning any changes. This will be one of the primary considerations of the ACC when reviewing applications.

The following are guidelines prepared by the ACC and the Board of Directors for PSHOA. They are not considered complete or final and may be rescinded or changed with proper notice. Compliance with the below-listed guidelines does not eliminate the requirement for submitting proper notification and application for any change to the ACC.

#### A. Improvement Guidelines

**1. Building Permits:** Some projects in your home may require building permits. You should check with the City of Gaithersburg before starting any project.

In the City of Gaithersburg, the ACC approval is required. Obtaining the required ACC approval does not eliminate the necessity of obtaining government approval.

**2. Park Summit HOA Covenants and Other Rules and Regulations:** The covenants and rules of the HOA specify, in detail, the prohibited uses and nuisances covenant on all units. In general, the following items are prohibited, but this list is not all-inclusive:

The following Sections also appear at Article VIII, Sections 1-11 and include the following prohibitions:

1. No fence, wall, tree, hedge, shrub, planting, or structure shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
2. No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs not more than five feet square in area advertising the property for sale or rent.
3. No material or refuse shall be placed or stored within twenty feet of the property line of any lot or the edge of any water course or body of water.
4. Easements for the installation and maintenance of underground utilities, television cables, supply and transmission lines and drainage facilities are reserved to the Declarant. Such easements shall include the right of ingress and egress, provided that any damage resulting from installation, maintenance or repair of an underground utility supply and transmission line, or drainage facilities shall be promptly repaired or replaced at the expense of the authority which directed the entry.
5. The storage, repair or maintenance of motor vehicles shall not be carried on in the Park Summit Community. Commercial vans, trucks (over ½ ton), campers, recreational vehicles, boats, trailers, or boat trailers may not be parked in the Park Summit Community except upon specific approval of the Board of Directors. Junked vehicles and/or vehicles without current registration and/or tags shall not be parked or placed on the community at any time.
6. No clothing, laundry or wash shall be aired or dried on any portion of the properties in an area other than in the rear yards of the lots.
7. No noxious or offensive activity shall be carried upon any portion of the property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing they are not raised, bred or kept for any commercial purposes. Owners are required to clean up immediately after their pets within the common areas.
9. No outside aerial antenna of any type of reception or transmission shall be maintained upon any portion of the property or any lot except with the prior written consent of the Architectural Control Committee.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Park Summit Plat.

11. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable law, ordinance, or regulation.

The following are additional prohibitions that are enacted as rules and regulations consistent with the authority of Article VII, Section 6 of the Declaration.

1. Storage of any property on any of the general common grounds is prohibited.
2. Landscaping on any of the general common grounds is prohibited.
3. External trash containers are restricted to a maximum of two (2) thirty-two gallons (32 gal.) tightly covered plastic containers. Trash containers or plastic garbage bags shall not be placed out in public view earlier than sundown of the evening prior to the regular trash pick-up day and shall be removed the same day or evening of the pick-up. Trash and recyclable containers shall not be stored in the front or side of any townhouse unit or outside the privacy fence of any villa unit. Trash may not be stored by mailboxes.
4. No chain link or galvanized metal fencing will be permitted.
5. Metal cages for pet enclosures will not be permitted.
6. No hot tubs/jacuzzis will be approved on the second floor above-ground decks.
7. No window air conditioners permitted.
8. It shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any changes or otherwise alter (including color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any common element, or to combine or otherwise join two or more dwelling units, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, or materially increase the cost of



operating or insuring any of the common elements or impair any easement until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change without approval, in writing, by the ACC.

**3. Draining Easements:** You should be aware that your property is subject to certain drainage easements which you cannot and must not obstruct in any way. Failure to abide by this restriction could result in legal action against you by your neighbors and could result in serious water damage problems for you and others in your building.

**4. Landscaping:** Trees may be replaced with any tree that has already been planted in the yard of a home, without prior approval. All other trees must be approved by the ACC to ensure that the tree's mature size and height are appropriate for a townhouse environment. (Information must be submitted by the homeowner at the time of application.) The ACC and the Board of Directors reserve the right to ensure that all plantings on common areas are maintained in accordance with the ByLaws and are aesthetically acceptable. General flower planting does not need approval. The use of landscaping structures needs approval.

If the main tree in the front yard of a villa or townhouse is removed, it must be replaced within six (6) months of the date of removal. Exceptions can be made if the Board of Directors approves a legitimate reason for not replacing the tree, via the appeal or hearing process.

**Note:** It may be necessary to obtain a City of Gaithersburg permit to remove a tree.

**5. Storm Doors (front/rear):** Acceptable doors are half- to full- view glass/screen with a white or black baked enamel finish or matching the the color of your shutters or door. All storm doors require prior ACC approval. **Security doors** will be considered on a case-by-case basis

**6. Structural Changes:** All changes that alter the original appearance of the house must be approved by the ACC, including any change in siding, shutters, door or house trim, as to style, size or color). For villas where the exterior joint is visible on the first or second floor, siding and shutters, if replaced, must match the adjoining villa as closely as possible in size, style and color. If the current siding is 8", it must be replaced with 8" or 6". If it is 3-4", it must be replaced with the same size. Exterior repainting of a house with the original color will not require ACC approval.

**7. Decks:**

- a. All decks must be approved prior to construction or modification, including the decking and rail materials. Location, uniformity and appearance will be considered for each request.
- b. Staining or painting of decks except with a clear, natural or lightly tinted preservative is prohibited. All other stain colors require ACC approval.
- c. No screened decks are allowed.
- d. No awning permitted.
- e. No roof structures allowed.
- f. No enclosed decks permitted.
- g. Deck wood must be pressure-treated yellow pine or white cedar.

**8. Fences:**

- a. Split rail fences will be allowed but no chicken wire or any wire mesh will be allowed.
- b. Board on board fences (6 ft. only) must be pressure-treated lumber consistent with builder-installed privacy fences.
- c. Must be approved prior to construction.

**9. Sheds:**

Construction of shed for **villas and townhouses:**

- a. Shed must be constructed of T1-11 plywood, board-on-board, or rust-proof metal. Untreated metal sheds are not permitted. Metal shed must match the siding or wood trim on your unit. Aluminum or vinyl siding is permitted on sheds provided it matches the siding or trim on your unit. Shingles on the roof of a shed must be made of asphalt or fiberglass and must match the color of the roof of your unit.
- b. Nothing may be stored on the roof of a shed.

- c. Staining or painting of any sheds, except with a clear, natural, or lightly tinted preservative is prohibited.
- d. Must be approved prior to construction.

### Villas

- a. Sheds must not exceed the height of the fence at any point.
- b. Sheds must be located adjacent to and within the enclosed privacy fence; however, the fence wall may not be used as a shed wall.

### Townhouses

- a. All sheds must back-up to a privacy fence within 16 feet of house unless contained within a board-on-board fenced yard.
- b. The exterior of a wall shed cannot exceed the height of the fence. The maximum height of a shed is 8 feet.

**10. Pet Enclosures:** Pet enclosures, such as a dog house, will be considered on a case-by-case basis.

**11. Firewood:** Must be neatly stacked in the rear yard only for townhouses, at least 6" off the ground and on a non-wood platform or rack. For villas, firewood must be neatly stacked within enclosed privacy fence. In order to avoid termite infestation, firewood must not be stored directly on the ground, nor directly against a wall of the townhouse/villa.

**12. Maintenance of Structures:** Each homeowner is responsible for the maintenance of all structures and landscaping located on the property to include such items as decks, fences, storage areas, gardens, shrubbery, and trees. The following are examples of basic maintenance violations:

- a. Peeling paint on home or shed.
- b. Broken fences or missing sections.
- c. Sheds in disrepair.
- d. Decks in disrepair.
- e. Broken window(s) or door(s).
- f. Rain spouts in disrepair or in need of painting.

- g. Shutters in disrepair, in need of painting, or missing.
- h. Missing house numbers (Note—All numbers must comply with County regulations which require that new or replacement numbers must be six (6) inches in height.)
- i. Piles of grass, leaves, shrubbery, clippings, and tree branches.
- j. Gardens or shrubbery that have been neglected.

**13. Exterior/Decorative Objects:** Approval is required only for all natural and man-made exterior decorative objects that are visible from the street. Exterior decorative objects include, but are not limited to, such items as bird baths, wagon wheels, sculptures, fountains, pools, stumps, driftwood piles, freestanding poles of all types, windmills, jockeys, and items attached to all approved structures.

Open storage of debris, refuse, compost piles, furniture, appliances, and other items not classified as lawn furniture, lawn tools or other normal outdoor items is prohibited. Wash lines or drying racks cannot be erected on any outside portion of the property.

**14. Exterior Lighting (Decorative or lights for illuminating purposes):** No exterior lighting shall be directed outside the applicant's property, including security lights. Lighting which is part of the original structure must not be altered without Committee approval. Applications for exterior lighting should include wattage, height of light fixture above the ground and a complete description, including material, and location of the fixture on the property. Colored lighting is prohibited with the exception of holiday lighting. Holiday lighting is permitted between Thanksgiving and January 31<sup>st</sup> and does not require Committee approval. All holiday lighting must be removed by January 31<sup>st</sup>.

**15. Attic fans** must be mounted on the rear roof of all townhouses.

**16. Non-operable vehicles,** vehicles in disrepair, or vehicles without current registration and/or tags shall not be parked or placed on the community at any time.

**17. Lawns/grass:** Removing large areas of grass and replacing it with ground cover, mulch or other materials in any front yard, or rear yard that is not fenced, requires ACC approval. This also includes patios or walkways.

**18. Satellite dish guidelines:** All residents are requested to notify the management agent of their intent to install a satellite dish shortly before or concurrently with purchase so that the placement of the disk can be on the least obtrusive location yet allow a resident to receive an "acceptable quality signal".

- a. Residents may install a direct broadcast satellite (DBS) or multipoint distribution service (MDS) antenna which is one (1) meter or less. Satellite dishes larger than one (1) meter are prohibited.
- b. Antennas shall be installed solely on property owned by an owner or on exclusive use area if provided for herein. No antenna, wires or any accoutrements shall be placed on any Park Summit Homeowners Association common area.
- c. If acceptable quality signals may be received by placing antennas inside a dwelling, such as an attic, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
- d. Antennas may be placed on the patios or balconies, so long as the patio or balcony is an exclusive use area to a unit and its location otherwise complies with these Guidelines. Antennas may also be placed on the roof, so long as the roof is an exclusive use area to the unit and its location otherwise complies with these Guidelines.
- e. Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in these rules would require installation in a location from which an acceptable signal may not be received. Camouflaging antennas through inexpensive screening or plantings is required if antennas are visible from the street or otherwise. This will be determined on a case by case basis and shall be reviewed in detail by the Architectural Control Committee of Park Summit Homeowners Association.
- f. Exterior antennas wiring shall be installed so as to minimize visibility. Owners of satellite dish antennas should make every reasonable effort to ensure that the appliance(s) and all cables, wires and other accoutrements are maintained in an acceptable manner consistent with recommended guidelines. If the equipment is not maintained, Park Summit Homeowners Association can require the owner, through legal process or as otherwise permitted by law or pursuant to the Park Summit Homeowners Association documents, to take action to maintain the equipment. If the owner fails to do so, Park Summit Homeowners Association reserves the right to enforce this rule, and the owner will be responsible for any and all costs associated with the enforcement.
- g. If necessary, satellite disk antennas should be painted black or any acceptable neutral or metallic color so long as the paint does not interfere with an acceptable quality signal.
- h. Antenna and mast shall not be installed higher than is absolutely necessary for reception of an acceptable quality system.
- i. Mast installation:
  - (1) Masts that extend twelve feet (12') or less beyond the roof line may be installed subject to the regular notification process. Masts

- that extend more than twelve feet (12') above the roof line must be approved before installation.
- (2) Masts must be installed by a licensed and insured contractor.
  - (3) Masts must be installed to withstand wind, ice and snow.
  - (4) Owner(s) must obtain any necessary Federal, State or County permits to install a mast.
- j. Antennas and dishes shall be installed and secured in a manner that complies with all applicable Federal, State, County and/or City laws, regulations, and manufacturer instructions.
  - k. Antennas and dishes shall not be placed where they come into contact with electric power lines or interfere with power lines or electrical transmission.
  - l. Antennas and dishes must be secured so that they do not jeopardize the soundness or safety or any other structures. All satellite dishes installed must withstand wind speeds of at least eighty miles per hour (80 mph) so as not to blow off and injure Park Summit Homeowners Association owners or property in any fashion and other safety considerations.
  - m. Owner(s) is/are required to carry appropriate insurance on an installed antenna to protect against theft as well as liability to other residents and/or Park Summit Homeowners Association.
  - n. All installations must comply with applicable codes and shall be permanently and effectively grounded.

#### **IV. ARCHITECTURAL VIOLATION ENFORCEMENT PROCEDURES**

A. In the event that a homeowner makes an architectural change to the exterior of his/her home or lot without the consent of the ACC, the following procedures will be implemented:

1. A letter will be sent to the homeowner advising of the architectural violation noted. The homeowner will then have a period of fourteen (14) days from the date of the letter to submit a properly completed Architectural Change Application form for review by the ACC.
2. Should there be no response, a second letter will be sent to the homeowner again advising of the noted violation. The homeowner will then have a period of ten (10) days from the date of the letter to submit a properly completed Architectural Change Application form for review by the ACC.
3. Should there be no response after the second letter, a notice will be sent to the homeowner by Certified Mail, Return Receipt Requested, advising them of the date, time, and location of a hearing before the Board of Directors and ACC members regarding the alleged violation.

4. Should the matter not be resolved after the hearing, the matter will then be turned over to legal counsel for the Association for appropriate action to attain correction of the violation. Once a matter has been turned over to legal counsel, all further communication between the homeowner and the PSHOA will take place through legal counsel. Any legal expenses incurred by the PSHOA as a result of this action will be placed as a charge against the particular unit involved and will be subject to collection as if it were part of the annual assessment.

B. In the event that a homeowner makes an architectural change to the exterior of his/her home or lot which is disapproved by the ACC or is prohibited by the Declaration or ByLaws for the PSHOA, the following procedures will be implemented:

1. A letter will be sent to the homeowner advising that the unit has an architectural change that was disapproved by the ACC or is prohibited by the Declaration or ByLaws. The homeowner will be advised that the violation must be corrected within thirty (30) days from the date of the letter or a hearing with the Board of Directors may be requested in writing within fifteen (15) days of the date of the letter. The written request for a hearing must be submitted to the management agent.

2. Should the homeowner request a hearing with the Board of Directors and at least one member of the ACC, the following procedures will be followed:

a. A notice will be sent to the homeowner advising of the date, time, and place of the hearing. Such notice will be mailed at least fifteen (15) days prior to the date of the hearing.

b. The homeowner will be afforded a hearing of no longer than twenty (20) minutes.

c. Within fifteen (15) days after the date of the hearing, the homeowner will be advised, in writing, of the decision made by the Board of Directors.

d. Should the decision of the ACC be upheld, the homeowner will be given an additional period of thirty (30) days from the date of the letter to correct the violation.

3. Upon the expiration of the thirty (30)-day period stated above, if the violation remains, the matter will then be turned over to the legal counsel for the PSHOA for the appropriate action to attain correction of the violation. Once a matter is turned over to legal counsel, all further communication between the homeowner and the PSHOA will take place through legal counsel. Any legal expenses incurred by the PSHOA will be placed as a charge against the particular unit involved and will be subject to the collection unit as if it were part of the annual assessment.

**V. SUGGESTIONS AND COMMENTS**

A. Suggestions and comments for and about the ACC are welcome, in writing, at any time. Please include the following information with your suggestions and/or comments:

1. Name, address, and evening telephone number.
2. Your suggestion and/or comment.
3. Mail to the address of the management office.

Your concerns will be addressed by the ACC at their next meeting, a response will be sent, and a file of suggestions and comments will be maintained for review by homeowners upon request.

B. The ACC and/or Board of Directors will address written complaints regarding violations of this policy provided the following information is included:

1. Complainant's name, address and evening telephone number. (Confidentiality will be maintained.)
2. Violator's name and address.
3. Nature of alleged violation.
4. Mail to the address of the management agent.

**VI. AMENDMENT**

The Architectural Control Committee for the Park Summit Homeowners Association may amend the above policy in accordance with applicable law.

APPROVED:

Date: 5-20-04

Date: 5-20-04

Date: 5-26-04

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

PSHOA ACC member signatures:

Barbara Sullivan  
[Signature]  
Cara [Signature]

Effective Date: January 1992

AMENDED July, 2004



To: Park Summit Homeowners

**Subject: Architectural Guidelines for Exterior Paint Colors**

As our community matures, most homes have had their shutters, doors and trim painted at least one or twice. The Architectural Guidelines state that all repainting that changes colors must have ACC approval.

The original colors in the community did not offer many options in colors and that was to give the community a "colonial" look. But we are 15+ years older now. The ACC has reviewed the current colors from several local paint dealers and are publishing this list as colors that would receive approval. However, this list does not relieve the homeowner of the obligation to submit an Architectural Change form when repainting. If your home has colors that are not included in this list, you may receive a violation notice in the next month. If you receive a notice, you need to submit an Architectural Change form to repaint and indicating your color choice.

Whether you wish to repaint with one of these colors or another color not on the list, you must have ACC approval and submit the color you have selected with the form. For colors not on the list, you must also include a sample of the paint chip from the retail dealer.

## Exterior Paint Colors for Shutters and Doors

### Lowe's-American Tradition

Weathered Oak  
Brickstone  
Slate  
Mushroom Brown  
Mississippi Clay  
Shale  
Deauville Sand  
Henna Red  
Traditional Navy  
Blue Stone  
Beige  
Shingle Gray  
Hemlock  
Gull Gray  
Sand  
Payne's Blue Gray  
Chincilla Gray  
Picket Fence  
Dark Denim  
Mansion Stone  
Flimish Blue  
Baltic Blue  
Argent Gray  
Eaton Greene  
Moonbeam Gray

### McCormick

226 Carolina Slate  
223 Old Carriage Brown  
225 Old Colonial Red  
220 Georgetown Green  
482 Kentucky Green  
447 Patuxent Blue  
448 Fells Point  
452 Flintstone  
444 Bull Run  
449 Chesapeake  
108 Wheat  
202 Foxhall Green  
441 Harpers Ferry  
118 Colonial White

### Duron

Cypress  
Georgetown Green  
Chadwicke Tan  
Fairfax Brown  
Farm House Red  
Winestain  
Old Colonial Red  
Hearthstone  
Carolina Slate  
Aspiration  
Black  
Wheat  
Colonial White