

WEATHERSTONE ARCHITECTURAL GUIDELINES

Article 10 (section C. Development Standards)

The Architectural Control Committee (ACC) is empowered to publish or modify from time to time, design and develop standards for the Project, including, but not limited to, standards for the following ("standards"): (i) architectural design of Improvements, including, but not limited to, design standards for any Living Unit or other Improvement constructed upon a Lot; (ii) fences, walls and structures; (iii) exterior building materials and colors; (iv) exterior appurtenances relating to utility installation; (v) signs and graphics, mailboxes and exterior and interior lighting; (vi) building setbacks, pools and pool decks, side yards and related height, bulk and design criteria; (vii) pedestrian and bicycle ways, sidewalks, and pathways; and (viii) all buildings landscaping and Improvements on lands owned or controlled by the Association. After Termination of Declarant's Architectural Control, a copy of any Standards promulgated by the Committee shall be subject to approval by the Board. After the Board's approval, a copy of the Standards will be made available to the Members.

Section D. Requirement of Committee Approval

No Improvement of any kind shall be erected, placed or maintained on the Project Land, and no addition, alteration; modification of change to any Improvement on the Project Land shall be made without the prior written approval of the Committee. For purposes of this Declaration, Declarant Improvements means any Improvement erected, placed or maintained with the approval of Declarant, including, without limitation, any building, wall, fence, swimming pool, or screened enclosure, constructed, installed or placed by or with the approval of Declarant prior to the Termination of Declarant Control (collectively, "Declarant Improvements"). Declarant Improvements are not subject to the approval of the Committee and are deemed to conform to the plan of development for the Project Land.

The following is a basic summary of the ACC guidelines for Weatherstone:

- **Residential Use:** The Lots and Living Units shall be for single-family residential use only. No trade, business, profession or commercial occupation or activity may be carried on in the Project Land without the consent of the Board except for such occupation or activity permitted to be carried on by Declarant or as is expressly permitted below. In addition temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the Project Land.
- **Non-Residential Activities or Uses:** No trade, business, profession, or commercial activity, or any other non residential use shall be conducted on the Project Land or within any Lot or Living Unit without the consent of the Board except that a Residential Owner or occupant residing in a Living Unit may conduct business activities within the Living Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Living Unit; (ii) the business activity conforms to all zoning requirements for the Project Land; (iii) the business activity does not involve door-to- door

Non-Residential Activities or Uses (cont.):

solicitation of residents noticeably greater than that which is typical of Living Units in which no business activity is being conducted; and (v) the business activity is consistent with the character of the Project, and does not constitute a nuisance, a hazardous or offensive use, or a threat to the security or safety of others, (iv) the business activity does not, in the Board's judgment, generate a level of traffic and vehicular parking that occurs in residential developments similar to the Project, as the Board determines in its sole discretion. The foregoing limitations shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities, provided that such activities may not be held on any on Lot more than once in any three-month period and, when held, may not exceed three consecutive days in duration.

- **Nuisances:** No obnoxious or offensive activity, loud noises or noxious odors are permitted.
- **Outside Storage of Personal Property:** The personal property of any Residential Owner shall be kept inside the Residential Owner's Living Unit or a fence-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.
- **Parking and Vehicular Restrictions:** Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, passenger trucks and other vehicles manufactured and used as private passenger vehicles, may be parked overnight without the prior written consent of the Board, unless kept within an enclosed garage. No vehicle containing commercial lettering, sign or equipment, and no truck (other than private passenger trucks), recreational vehicles, camper trailer, aircraft, motorcycle may be parked outside a Living Unit overnight with out prior written consent from the Board. A boat may be kept in the rear yard of the Lot as long as a fence approved by the committee is constructed upon the Lot and screens the view of the boat from the abutting street. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages. Automobiles owned by governmental law enforcement agencies are expressly permitted. All terrain vehicles and the like are not permitted to be operated within the Project or parked outside of an enclosed garage. All vehicles parked within the Project must be in good condition and repair. Any motorcycle or other permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment. *Boat*
- **No Improper Uses:** No improper, offensive, hazardous or unlawful use shall be made of any Living Unit or Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Residential Owner or occupant of the Project.
- **Trash and Other Materials:** Each Residential Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Residential Owner or resident shall place or dump and garbage, trash, rubbish or other materials on any other portion of the Project Land. All such items may be placed at the front of the Lot after 5:00 p.m. on the day before collection and must be removed on the collection day. **All containers, dumpsters, or garbage facilities must be stored inside the home, or fenced area, screened from view.**

- **Leases:** No portion of a Living Unit (other than the entire Living Unit) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Covenants and Restrictions. No lease shall be less than a period of six months. A copy of the proposed lease must be delivered to the Association prior to occupancy by the tenant.
- **Temporary Buildings; Accessory Buildings:** No tents trailer, shacks, or other temporary buildings are permitted on the property. No garden shed, storage shed, out-building, or other permanent structures that are detached from the Living Unit are permitted with out approval from the Committee.
- **Garages:** No garages shall be permanently enclosed so as to make such garage unusable by an automobile.
- **Animals and Pets:** Only common domestic pets may be kept on any Lot or in a Living Unit, but in no event for the purpose of breeding or commercial use. The Board shall have the right to forbid or prohibit certain breeds or types of animals.
- **Additions and Alterations:** No Owner shall make any improvement, addition, or alteration, to the exterior without prior written approval by the Committee.
- **Increase in Insurance Rates:** No Residential Owner may engage in any action that may be reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Project Land not owned by such Residential Owner.
- **Air Conditioning Units:** No window, wall or portable air conditioning units are permitted. No air-conditioning or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any Living Unit.
- **Clotheslines and Outside Clothes Drying:** No clotheslines and or clothespoles shall be erected, and no outside clothes drying is permitted.
- **Outside Antennas and Satellite Dishes:** No owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus or equipment unless the apparatus is two feet or less in diameter and the apparatus is screened from public view and located in the rear yard or affixed to the rear roof. The apparatus, its location and the type of screening must be approved by the Committee prior to installation.
- **Flagpoles:** No Owner may erect or install a flagpole or decorative banner on any portion of a Lot or Living Unit, including freestanding detached flagpoles or banners, and those that are attached to a Living Unit, without prior written approval of the Committee.

- **Garbage Containers and Oil, Gas Tanks, Pool Equipment:** All garbage and refuse container, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled in or landscaped areas as approved by the committee.
- **Signs:** Except for signs placed or constructed by Declarant, no signs shall be placed upon any Lot, and no signs shall be in or upon any Living Unit which are visible from the exterior of the Living Unit, excluding “for sale”, or “open house” sign limited to six square feet.
- **Window Treatments:** Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.
- **Ponds:** There shall be no swimming, use of flotation devices, boating of any type permitted. Fishing may be permitted only in areas designated by the Board. No resident shall construct or install any piers or docks. No Owner shall be allowed to use water from the pond for irrigation.
- **Swimming Pools:** No swimming pools, spas, or the like shall be installed without the consent of the Committee.
- **Fences and Walls:** All fences proposed to be installed upon the Project Land require prior written consent of the Committee. Chain link or other metal fencing is prohibited. Fences exceeding six (6) feet in height are not permitted on the Lots, and fences exceeding four (4) feet in height shall not be permitted on Waterfront Lots.
- **Play Structures:** Swing-sets, slides, play houses, and other play structures shall be permitted in the rear of the Lot but may not exceed eight (8) feet in height, and no structure exceeding six (6) feet in height shall be permitted on a Waterfront Lot.
- **Mailboxes:** No mailboxes are permitted without the consent of the Committee, except for mailboxes that are identical to mailboxes originally provided for the Living Units by Declarant.
- **Surface Water Management:** No Owner or any other person shall do anything to adversely affect the Project Drainage System and the general surface water management and drainage for the Project Land without prior written approval of the Committee and any controlling Government Authority.
- **Wetland Area:** No Owner shall remove any native vegetation established within the Wetlands, nor shall any Owner introduce any additional vegetation into Wetlands. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activities in the Wetlands without prior approval of the Association.
- **Building Location:** Any Living Unit erected on a Lot other than a corner Lot shall face the street on which the Lot abuts.

- **Damage and Destruction:** If any Improvement contiguous with a Living Unit is damaged or destroyed by casualty or for any other reason, the Living Unit shall be repaired or restored, by the Owner, as soon as reasonably practical, to the original condition.
- **Subdivision and Partition:** No Lot on the Project Land shall be subdivided without the Committee's prior written consent except by the Declarant.
- **Construction:** All construction, landscaping or other work that has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed Living Unit shall be permitted. Owner shall keep all public streets, free from dirt, mud garbage and debris resulting from construction.
- **Septic Tanks; Wells:** No septic tanks or wells shall be installed, used or maintained on any Lot.
- **Certain Rights of Declarant:** *The provisions, restrictions, terms and conditions of this article 11 shall not apply to Declarant.*