

## ARTICLE 9: ARCHITECTURAL STANDARDS

9.1 General. No exterior structure or improvement, as described in Section 9.4 shall be placed, erected, installed or made upon any Lot or adjacent to any Lot where the purpose of the structure is to service such Lot except in compliance with this Article, and with the prior written approval of the Architectural Review Consultant or the ARB, as the case may be, under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.3.

9.2 Architectural Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Property acknowledges that, as the developer of the Property, Declarant has a substantial interest in ensuring that all structures and improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Property. Therefore, the Declarant shall retain an Architectural Review Consultant to be responsible for administration of the Community-Wide Standard and review of all applications for construction and modifications under this Article until such Architectural Review Consultant is replaced by an Architectural Review Board at the end of the Class "B" Control Period. The Architectural Review Consultant shall charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Once the Architectural Review Board has been established, all of the responsibilities of the Architectural Review Consultant shall be the responsibilities of the ARB.

At the end of the Class "B" Control Period, the Owners Association shall appoint an Architectural Review Board. The members of the ARB need not be Members of the Owners Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Owners Association. The ARB shall include one (1) member designated as the "Environmental Coordinator" responsible for the administration of the EarthCraft Communities Program and for evaluating applications for compliance with the EarthCraft Communities Program. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred

in having any application reviewed by architects, engineers or other professionals.

The ARB shall consist of one (1) to five (5) persons and shall have exclusive jurisdiction over all construction on any portion of the Property after the Class B Control Period expires.

### 9.3 Guidelines and Procedures.

(a) Community Wide Standard. The initial Community-Wide Standard for the Property shall be the Regulating Plan. The Community-Wide Standard may contain general provisions applicable to all of the Property, as well as specific provisions which vary according to land use and from one Neighborhood to another depending upon the Neighborhood's location, unique characteristics, and intended use. The Community-Wide Standard shall include the EarthCraft Communities certification worksheet and criteria for certification. The Community-Wide Standard is intended to provide guidance to Owners and Builders regarding matters of particular concern to the Architectural Review Consultant and the ARB in considering applications hereunder. The Community-Wide Standard is not the exclusive basis for decisions of the Architectural Review Consultant or of the ARB and compliance with the Community Wide-Standard does not guarantee approval of any application.

During the Class B Control Period, the Declarant shall have sole and full authority to amend the Community-Wide Standard. When the ARB is formed, the ARB shall thereafter have sole and full authority to amend the Community-Wide Standard. Any amendments to the Community-Wide Standard shall be prospective only. There shall be no limitation to the scope of amendments to the Community-Wide Standard except that no amendment shall require the modification or removal of any structure previously approved once the approved construction or modification has commenced. The ARB is expressly authorized to amend the Community-Wide Standard to remove requirements previously imposed or otherwise to make the Community-Wide Standard less restrictive.

The Architectural Review Consultant or the ARB, shall make the Community-Wide Standard available to Owners and Builders who seek to engage in development or construction within the Property.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the Architectural Review Consultant or the ARB as the case may be, for review and approval or disapproval. In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Community-Wide Standard. In reviewing each submission, the Architectural Review Consultant or the ARB may consider the quality of

workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finished grade elevation, among other considerations. Decisions may be based solely on aesthetic considerations.

Each application to the Architectural Review Consultant or the ARB shall contain a representation and warranty by the Owner that use of the plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the Architectural Review Consultant or the ARB, nor the distribution and review of the plans by the Architectural Review Consultant or the ARB shall be construed as publication in violation of the designer's copyright, if any. Each Owner submitting plans to the Architectural Review Consultant or the ARB shall hold Architectural Review Consultant, members of the ARB, the Owners Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration.

In reviewing and acting upon any request for approval, the Architectural Review Consultant shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time. The Architectural Review Consultant or the ARB shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and whether proposed improvements are consistent with the Community-Wide Standard.

The Architectural Review Consultant or the ARB shall approve or to disapprove any application within forty-five (45) days after submission of all information and materials reasonably requested.

Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

(c) Delinquent Assessments and Other Charges. Notwithstanding the provisions of subsection (b) above, any application for the approval of plans and specifications as set forth in this Article shall be deemed to be disapproved unless and until any and all delinquent assessments and other charges permitted by this Declaration have been paid in full by the Owner submitting such plans and specifications for approval.

· Subsequent to the approval of plans and specifications pursuant to this Article, if the Owner shall become delinquent in the payment of assessments or

other charges pennitted by this Declaration at any time during the prosecution of the approved work, the Owner shall be deemed to be in violation of such approval and shall be subject to any means of enforcement set forth in Section 9.10 and Section 4.3.

#### 9.4 Specific Requirements and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of hardscape, such as driveways, walkways, patios, or parking areas; enclosures of Courtyards; mailboxes; basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; wood . piles; swimming pools; docks, piers, or boathouses gazebos or playhouses; window air-conditioning units or fans; hot tubs; wells; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Owners Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the Architectural Review Consultant or the ARB shall have the right, in its sole discretion, to prohibit or restrict these items within the Property. Each Owner must strictly comply with the tenns of this Section unless approval or waiver in writing is obtained from the Architectural Review Consultant or the ARB. The ARB may, but is not required to, adopt additional specific guidelines as part of the Community-Wide Standard.

(i) Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the Architectural Review Consultant or the ARB, except (1) such signs as may be-required by legal proceedings; (2) not more than one (1) professional security sign of such size and location deemed reasonable by the Architectural Review Consultant or the ARB in its sole discretion; (3) one non-illuminated construction sign per Lot to be displayed only during the time a valid building pennit is in force; and (4) one non-illuminated real estate sign per lot, facing the street. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Property, including the Common Area, any Lot, any structure or dwelling located on the Common Area or any Lot if such sign would be visible from the exterior of such structure or dwelling as detennined in the Architectural Review Consultant or

the ARB in its sole discretion. Any Owner or occupant wishing to erect a sign within the Property shall be responsible for all costs associated with ensuring that the sign complies with the Community-Wide Standard and this Section. In addition, political signs are permitted expressing support of or opposition to political candidates or other issued which will appear on the ballot of a primary, general, or special election, provided that such political sign shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. Only one political sign not exceeding 36" by 24" will be permitted per Lot.

The Declarant and the Architectural Review Consultant and the ARB reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and location of any approved signs within the Property. All signs shall conform to the design(s) established by the Declarant and the Architectural Review Consultant and the ARB and must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant, Builder or their duly authorized agents as may be necessary or convenient for the marketing and development of the Property. In addition, this provision shall not apply to any signs installed within the Town Center or any signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing, development, and ongoing management of the Town Center.

(ii) Tree Removal. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the Architectural Review Consultant or the ARB; provided however, any trees, regardless of their trunk diameter, that are located within five (5) feet of a drainage area, a sidewalk, a residence, or a driveway, or any diseased or dead trees requiring removal for safety reasons may be removed without the written consent of the Architectural Review Consultant or the ARB. The Architectural Review Consultant and the ARB may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed. The above requirements shall be in addition to, and not in lieu of, any requirements with respect to the removal imposed by any governmental authority.

(iii) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Lot; (2) approved decorative post lights; (3) approved pathway lighting; (4) street lights in conformity with any established street lighting program for the Property; (5) a reasonable number of seasonal decorative lights during the usual and common season as determined in sole discretion of the Architectural Review Consultant or the ARB; (6) front house illumination of Builder's model homes; or (7) any additional lighting as may be approved by the Architectural Review Consultant or the ARB.

(iv) Temporary or Detached Structures. Exc(?pt as may be permitted

by the Architectural Review Consultant or the ARB, no temporary house, dwelling garage or outbuilding shall be placed or erected on any Lot. Except as provided in Section 10.7(b), no mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling.

Any trailer, including any utility trailers or boat trailers, travel trailer, camper or recreational vehicle shall be stored or parked in an enclosed garage when not in use.

(v) Accessory Structures. With the approval of the Architectural Review Consultant or the ARB, detached accessory structures may be placed on a Lot to be used for a playhouse, tool shed, dog house, garage or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. With the exception of a garage that is attached to a dwelling and except as may be provided otherwise by the Architectural Review Consultant or the ARB, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot or in a location approved by the Architectural Review Consultant or the ARB. All accessory structures shall be located within side and rear setback lines as may be required by the Architectural Review Consultant or the ARB or by applicable zoning law.

(vi) Playground Equipment and Basketball Goals. No basketball hoops or goals, whether free-standing, removable or attached to mounts shall be placed in or on any street, road, right-of-way, side walk, front yard, driveway, easement, or attached to the front or side of residences or garages. Basketball goals or hoops may be placed on a Lot only to the rear of residences or garages. All playground equipment, including without limitation, sandboxes, children's wading pools, swings, gym sets, soccer goals, volleyball or badminton nets, shall only be placed or kept in the rear of residences and garages and shall not be placed or kept in front or side yards.

(vii) Swimming Pools. No above-ground swimming pools may be erected or constructed on any Lot. Children's wading pools are permitted provided they are placed to the rear of the residence. Any swimming pool must be located to the rear of any dwelling on the Lot and have at least a four-foot security fence around its immediate apron perimeter that remains locked at all times except when in use by the Owner, in addition to any other fencing that may be permitted by this Declaration.

(viii) Fences. All fencing and fencing materials shall be approved by the Architectural Review Consultant or the ARB in writing prior to the installation or construction and, once approved, shall be erected in accordance with the Community-Wide Standard.

(ix) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(x) Standard Mailboxes. All mailboxes within the Property shall conform to postal regulations and the Community-Wide Standard. The Community-Wide Standard may include requirements for standard mailboxes within the Property, for all of the Lots in a particular Neighborhood, or a portion of the Lots in a particular Neighborhood. In addition, the Community-Wide Standard may include a provision for a community mailbox delivery facility for certain Lots within the Property. Plans submitted to the Architectural Review Consultant or the ARB for review shall comply with the mailbox provisions in the Community-Wide Standard applicable to the Lot. Installation of non-conforming mailboxes shall not be permitted, and shall be removed by the Owner at the Owner's expense. Failure to remove a nonconforming mailbox shall subject the Owner to removal of the non-conforming mailbox and replacement with a conforming mailbox pursuant to Section 9.10 herein.

9.5 Construction Period. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within eighteen (18) months after commencement of construction, unless extended by the Architectural Review Consultant or the ARB in its sole discretion. All other construction shall be completed within the time limits established by the Architectural Review Consultant or the ARB at the time the project is approved.

For the purposes of this Section, commencement of construction shall mean that (a) all plans for such construction have been approved by the Architectural Review Consultant or the ARB; (b) a building permit has been issued for the Lot by the appropriate jurisdiction; and (c) construction of a structure has physically commenced beyond site preparation. Completion of a structure shall mean that a certificate of occupancy has been issued by the appropriate jurisdiction for the dwelling on the Lot.

9.6 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as in any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.7 Variance. The Architectural Review Consultant or the ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted

rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Architectural Review Consultant or the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

9.8 Architect, Builder and General Contractor Approval. In order to ensure that appropriate standards of construction are maintained throughout the Property, all architects, Builders and general contractors must be approved by the Declarant during the Class B Control Period or thereafter by the ARB prior to engaging in any construction activities within the Property. The Declarant or the ARB may implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of any plans may be withheld until such time as the Owner's architect, Builder or contractor has been approved by the Declarant or the ARB. Approval of an architect, Builder or general contractor may be conditioned upon an agreement with the ARB to maintain certain insurance coverage required by the Declarant or the ARB, pay construction deposits to ensure completion of a project without damage to the Property, and pay fees determined by the Declarant or the ARB from time to time. Both the criteria and the application form are subject to change in the sole discretion of the Declarant or the ARB. Approval of architects, Builders and contractors may be construed neither as a recommendation of a specific architect, Builder or contractor by the Declarant or the ARB, nor as a guarantee or endorsement of the work of such architect, Builder or contractor. The criteria and requirements established by the Declarant or the ARB for approval of architects, Builders and contractors are solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder, or contractor. Owner's selection of an architect, Builder, or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the Architectural Review Consultant or the ARB or the Declarant. Once approved (unless such approval is withdrawn by the Declarant or the ARB), an approved architect, Builder or contractor shall not be required to re-submit in the approval process.

9.9 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Declarant, the Owners Association, the Board, the Architectural Review Consultant and the ARB shall not bear any responsibility for ensuring the structural integrity or soundness of

approved construction or modifications, time adequacy of soils or drainage, for ensuring compliance with building codes and other governmental requirements, for ensuring that all dwellings are comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property Owners. The Declarant, the Owners Association, the Board, the Architectural Review Consultant, the ARB, and any committee, including any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Owners Association as provided in Section 4.6.

9.10 Enforcement. The Declarant, the Architectural Review Consultant, any member of the ARB or the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice of no fewer than forty-eight (48) hours, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Review Consultant or the ARB, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the non-conforming work. Should an Owner fail to remove and restore the property as required, any authorized agent of Declarant, the Architectural Review Consultant, the ARB or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant, the Architectural Review Consultant and the ARB by any means of enforcement described in Section 4.3, all costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment.

Unless otherwise specified in writing by the Architectural Review Consultant or the ARB, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If, after commencement, any Person fails to diligently pursue to completion all approved work, the Owners Association shall be authorized, after notice of no fewer than forty-eight (48) hours to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

The Architectural Review Consultant, the ARB, any member thereof, the Owners Association, the Declarant, or their members, officers or directors shall not

be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Community-Wide Standard may be excluded by the Architectural Review Consultant or the ARB from the Property, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Owners Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Architectural Review Consultant or the ARB.