

NORTHRIDGE
Community Guidelines

COMMUNITY GUIDELINES

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
II.	RESIDENTIAL COMMUNITY GUIDELINES.....	3
	A. Architectural Character.....	3
	B. Drainage.....	4
	C. Landscape Requirements.....	5
	D. Concrete, Asphalt or Paver Additions.....	6
	E. Lawn Accessories	6
	F. Lawn Maintenance.....	7
	G. Privacy Screens	8
	H. Trellises, Pergolas & Arbors	8
	I. Decks, Patios, Seat-walls and Shade Devices.....	8
	J. Ancillary Equipment.....	9
	K. Trash Containers and Trash Screens.....	10
	L. Signage.....	10
	M. Landscape Lighting.....	10
	N. Swimming Pools and Spas.....	12
	O. Grills/Outdoor Fires	12
	P. Prohibited Structures.....	12
	b. Limitation of Liability	17
	c. No Waiver	17
	f. Building Permits	18
III.	MISCELLANEOUS ITEMS.....	19
	A. Drainage Easements:	19
	B. Landscape Curbing:.....	19
	C. Playground Equipment:	19
	D. Driveways:.....	19
	E. Screen Enclosures:	19
	Appendix A.....	21

I. INTRODUCTION

The Community Guidelines provide an overall framework to allow the Community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. The Community Guidelines include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, and mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed new developments and changes within the Community.

The Community Guidelines will be enforced by the Declarant until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, and thereafter by the Architectural Review Committee (the entity having the right of review under the Declaration is referred to as the “Reviewing Entity”).

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Community Guidelines or the Declaration, the government standards shall prevail. To the extent that the local ordinance is less restrictive than these Community Guidelines, and any standard contained therein, or the Declaration, these Community Guidelines and the Declaration shall prevail.

Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, etc. shall be removed from the Lot and hauled to the proper waste sites. If the project causes damage to any neighboring property, public or private, the Owner is responsible for any necessary repairs.

II. RESIDENTIAL COMMUNITY GUIDELINES

A. Architectural Character

1. The architectural design of any and all additions, alterations, and renovations to the exterior of an existing Home shall strictly conform to the design of the original Home in style, detailing, materials, and color. Any such improvement shall be made only after an Application is given to the Reviewing Entity, and written approval is obtained/received from, the Reviewing Entity.
2. Pursuant to the Declaration, the Board of Directors may amend the Community Guidelines, which shall apply to all regulated work within the Property. Once requests have been submitted and approved by the Reviewing Entity, and modification has commenced, any subsequent changes of the Community Guidelines shall not affect or delay the approved project. Any work that has commenced prior to the approval of the Reviewing Entity not conforming to the Declaration will not constitute approval of the project.

3. The height of any addition to an existing home shall not be higher than the original ridgeline. No alterations or improvements shall be approved if the proposed roof pitch varies from the original constructed pitch of the roof.
4. All additions to Lots shall be built within the building setback lines originally established or as modified by Taylor Morrison with the requisite approval of the County, regardless of any more lenient requirements of any local governmental authority.
5. All materials used in maintenance, repair, additions and alterations shall match those used by the Taylor Morrison as to color, composition, type, and method of attachment. The Reviewing Entity may allow substitute materials if such materials are deemed by the Reviewing Entity in its sole discretion to be compatible with the theme of the Community.
6. Window treatments must be backed in white or off-white including, but not limited to, shades, drapes or curtains. Blinds and/or shutters may be white, off white. The use of foil, paper, plastic, towels, sheets, or any other temporary covering will not be permitted. (See also, Section 7.19 of the Declaration.)
7. Altering the original condition of a home's exterior will void its warranties from Taylor Morrison.
8. No additions, alterations or renovations shall be permitted if it is determined to have an adverse material impact upon neighboring property and/or the Community. The size of any project shall be determined by the available space per Lot subject to any and all easements. The Reviewing Entity reserves the right to limit the size and location of certain modifications.

B. Drainage

1. When any additions, alterations, or renovations are performed to an existing home, the established Lot drainage shall not be altered.
2. Any Owner or Occupant who changes the existing grading or drainages shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.
3. All roof drainage shall drain to the ground solely within the deeded Lot area and may not be discharged closer than five feet (5') of any neighboring property. Any project (including downspouts) that materially increases drainage of storm water onto adjacent property must receive the consent of the Owner(s) of the affected property. Drain lines that direct roof drainage must be approved by the Reviewing Entity and will comply with the following standards:

- a. A drain line plan with pipe sizes, discharge locations, emitters, and existing drainage patterns must be submitted on a site plan of the property to the Reviewing Entity for consideration.
- b. No discharges of storm water may be closer than five feet (5') to any neighboring property.
- c. Air gaps must be provided between downspouts and drain line extensions.
- d. Drain line extensions may not discharge water directly perpendicular to a neighboring property or an existing drainage flow-line. Drain line alignments shall be set so that discharge water flows in the same basic direction as existing flow-lines on the Lot. Emitters, water disbursement, and/or erosion control measures must be provided to eliminate erosion of the soil on the Lot.
- e. Roof drain downspouts, or any surface runoff or groundwater shall never be connected directly or indirectly to any public sanitary sewer system.
- f. Gutters and downspouts shall match those originally installed in color and composition.

C. **Landscape Requirements**

1. It will be the responsibility of each Owner to replace (as necessary) all landscaping on the Lot and adjoining parkway from the front Lot line to the back of the street curb. This includes any additions made to the Lot by the Owner. The Owner will remain ultimately responsible for all landscape replacement including any additions made by the Owner.
 - a. Individual plantings of vegetables and other seasonal plantings, which do not exceed thirty-six inches (36") in height, do not require the approval of the Reviewing Entity; provided, however, all such plantings are within the rear yard, in existing beds, and not in view from the street. Front yard plantings will require written authorization from the Reviewing Entity and the Reviewing Entity may, in its sole discretion, deny any such plantings in the front yard.
 - b. No such plants exceeding thirty-six inches (36") in height shall be permitted anywhere on the Lot unless otherwise approved by the Reviewing Entity.

- c. Plantings of trees, shrubs, groundcovers, perennials, grasses and vines shall take into account future growth and be at a reasonable distance from foundation walls and adjacent property lines.
- d. The ground surfaces of all portions of the Lot covered with either turf or ground cover, where turf is used within the Lot, Bermuda or Zoysia grass to match the turf originally installed should be used for replacement.
- e. No decorative rock shall be permitted as ground cover, including but not limited to, white, red, black, and lava rocks. Ground cover or inert material shall not be used to spell out names, nicknames, names of states, city athletic teams, slogans, states, emblems, geometric patterns or any other communication.

D. Concrete, Asphalt or Paver Additions

- 1. No concrete, asphalt or pavers may be located in the driveway areas or installed on the Lot other than that which is initially included with the Lot without written approval from the Reviewing Entity.
- 2. Owners are responsible for all cleanup of their projects. All debris, sod, soil, etc. is to be removed and hauled to a proper waste site outside of the Community. It is prohibited to dump waste on the common areas.
- 3. If the project causes damage to the Owner's property, neighboring property or common area, the Owner is responsible for any necessary repairs or restoration.

E. Lawn Accessories

- 1. Statues, fountains and water features shall be limited in height to four feet (4') above the natural grade of the Lot. Any fountain shall be of natural material, color and design, each of which is compatible with the overall architectural theme of the Community. Statues, fountains and water features shall be permitted only within a fenced rear yard and not in view from the street. The design of these features should discourage the formation of stagnant pools of water.
- 2. Decorative components such as garden accessories shall be limited to 3 in the front yard.
 - a. Plastic statuary, yard ornamentation and plastic pots will not be allowed.
 - b. No ornaments or statuary shall be attached to the Lot unless otherwise approved by the Reviewing Entity.

3. Seasonal statues, lighting and other decorative landscaping items may be allowed in the front and rear yard within thirty (30) days prior to, and ten (10) days after a holiday season. In the sole discretion of the Reviewing Entity, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.
4. Landscape architectural features shall include such items as benches, planters, yard lights, gas fire pits, etc. that are an integral part of a landscape architectural design. Drawings must be provided to the Reviewing Entity, which clearly show the location, size, and materials planned for these features. In addition, a photograph of the Lot and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located solely in the rear yard of the Lot unless expressly permitted otherwise in writing by the Reviewing Entity.
5. There shall be no stand-alone flagpoles allowed on Lots. One flag, however, may be flown on an Owner's property. The one flag displayed on the Owner's property, whether The United States flag or a seasonal/decorative flag, may be displayed by a bracket attached to the home. The flag may be up to a size of three feet by four feet (3' x 4') and on a removable pole no longer than five feet (5'). Proper flag etiquette must be observed, and no flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the Reviewing Entity. Any decorative signs or banners require the prior written approval of the Reviewing Entity.
6. Any screening of ground-mounted equipment (*e.g.*, the air conditioning unit) shall be of a material and color compatible with the design of the home; ***however, in no event shall plastic sheeting be used for screening.*** All screens (*e.g.*, landscape structures, fences, or plant materials) shall be located a minimum of two feet (2') from the equipment to allow for adequate air circulation around the equipment, however, it may not encroach or trespass onto neighboring property.

F. **Lawn Maintenance**

1. The use of solid plastic sheeting or polyethylene over ground areas will not be permitted. If landscape fabric is used, it must allow the free flow of water, air, and gases to and from the soil.
2. Pruning of trees must be in compliance with nursery standards. Tree topping, which leaves limbs and branches greater than one-half inch (1/2") in diameter exposed, will not be allowed.
3. Lawns must be kept in neat manner. Weed control must be maintained.

G. Privacy Screens

1. Privacy screens will be allowed solely within the rear yard or a side courtyard. Privacy screening may enclose a maximum of two (2) sides of a deck or patio area. No privacy screen shall be allowed in front yard area. No privacy screen may exceed seventy-two inches (72") in height. All privacy screens must have ninety-degree (90°) corners and run parallel as well as perpendicular to the primary wall surfaces of the home as originally constructed.
2. The approved material for a privacy screen is wood. The privacy screen must be painted the same color of the trim of the home.

H. Trellises, Pergolas & Arbors

1. The approved material for trellises, pergolas, or arbors is wood or black metal. The wood structure must be painted the same color of the trim of the home or stained.
2. The material, finish and location must be submitted and approved. The Reviewing Entity may approve trellises on a case by case basis.

I. Decks, Patios, Seat-walls and Shade Devices

1. Decks should be designed in harmony with the architecture of the home and match the materials and colors offered by Taylor Morrison. All handrails, rim joists, stringers, spindles, and any other vertical members shall be constructed of wood. Treated lumber can be used to construct the deck flooring and understructure. Construction of decks that conflict with the established drainage pattern of the Lot will not be allowed.
2. All decks shall be stained the same color(s) as done by Taylor Morrison. No deck, patio, or seat-wall will be constructed in a way that conflicts with the drainage pattern established for the Lot.
3. Extensions or modifications determined to have an adverse and material impact upon neighboring properties and/or the Community as a whole shall not be approved. The size of decks and patios shall be determined by the available space per Lot, within the rear yard. The Reviewing Entity reserves the right to limit the size and location of decks.
4. Man-made screens and shade devices must appear as an integral part of the home's elevation. Materials must complement the home and the overall architectural style of the Community. Roof-mount installation is

prohibited. Awnings or similar shading devices are permitted on the rear of the home. Awnings and shade devices must be consistent in color and material with the home and approved by the Reviewing Entity. No advertising or logos are allowed on awnings.

5. Free standing canvas/material gazebos and/or canopies/tents are not permitted as a permanent structure. These may be used in the rear yard for special occasions/events with prior approval from the Reviewing Entity.

J. **Ancillary Equipment**

1. All types of equipment shall be screened from street view and neighboring property. Screening shall be installed no less than one foot (1') above the equipment, or by plant material of adequate density to accomplish the same result; however, a screening structure or planting shall not exceed four feet (4') in height. With the exception of power vents for attic fans and approved lightning protection devices, roof-mounted, and window-mounted equipment (including mechanical, air conditioning, and solar heating equipment) will not be allowed.
2. Antennas, satellite dishes, or other devices for the transmission/reception of television or radio (including amateur or ham radios) signals are expected to be installed on the rear half of the home, under the eaves. The next preferred location is on the rear portion of the roof of the home, such that the satellite dish is installed in a location where it is as screened as possible from the street and neighboring Lots. If an Owner or Occupant cannot obtain an acceptable quality signal in the aforementioned locations, he or she must obtain a written statement from the installer verifying that there was no acceptable quality signal in these preferred locations. The statement shall be presented to the Reviewing Entity, but it shall not delay the installation of the satellite dish. Any installation must be located solely on one Lot.
3. Swing sets are permitted in the rear yard. Swing sets must be constructed of wood and awnings are to be a solid color of navy, brown/tan, or dark green. All portable play equipment, garden equipment (including hoses), and lawn furniture must be stored within a fenced rear yard and shall not be left on any other portions of the Lot.
4. No artificial vegetation shall be permitted on the exterior of any Lot. No hammock, statuary, play equipment (including, without limitation, permanent or portable basketball goals), exterior sculpture, or fountains may be erected on any Lot without the prior written approval of the Reviewing Entity.

5. Please note, attaching ancillary equipment to a home may void the applicable warranties from Taylor Morrison.

K. Trash Containers and Trash Screens

1. All trash containers shall be covered and stored in the home's garage. Trash containers may be left out for collection at dusk on the day prior to collection and must be returned to storage by dusk on the same day of collection.
2. Trash containers may also be stored in a privacy fenced rear yard.

L. Signage

The following will apply, unless otherwise restricted by the governing municipality:

1. One (1) "For Sale" sign will be permitted on any individual Lot within the Community. Such sign shall be located directly within the Lot being advertised "for sale." The overall height of the sign may not exceed six feet (6'). The sign must be removed within two (2) business days following the closing of the property, or the termination of the listing agreement.
2. "No Soliciting" and security/alarm signage shall be limited to placards or stickers not to exceed five by seven inches (5" x 7") in size placed on the front door, door frame or window near the front door, or in the mulch bed nearest the front door of the home.
3. In accordance with the Declaration, no other signs are permitted on any Lot.

M. Landscape Lighting

Guidelines for low-voltage and decorative lighting are defined below:

1. Low-voltage lighting:
 - a. Low-voltage light fixtures may be used for low-level path lighting, up lighting, and landscape architectural accent lighting. Tree-mounted shall not be allowed.
 - b. Low-voltage fixtures shall be located and aimed carefully. Low voltage fixtures shall not constitute a nuisance or hazard to any Owner or neighboring resident.

- c. A lighting layout plan for low-voltage fixtures shall be submitted to the Reviewing Entity for review and approval. The plan shall show the existing landscaping and hard surface locations, proposed low-voltage fixture locations, and the manufacturer and light type.
 - d. Junction boxes shall be placed below grade or screened from view to minimize daytime visibility.
 - e. Low-voltage fixtures may not exceed thirty inches (30") in height.
2. Decorative lighting:
- a. Exterior fence, building or deck-mounted light fixtures, including spotlights, floodlights, lantern lights and stair lights, shall conform to the architectural style of the home. Light fixture enclosures shall be designed to conceal the light bulb. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or neighboring resident.
 - b. Spotlights and floodlights may be installed when attached to the soffit at the eave line at the corner of a home, and on the rear only, unless otherwise approved by the Reviewing Entity. Spotlights and floodlights must be installed and adjusted to point straight down, and they must remain in that position.
 - c. Decorative lighting fixtures may be incandescent, metal halide, mercury vapor, or high-pressure sodium or gas lamps. Colored lamps are not allowed. If gas lamps are installed, all gas line extensions and installations must adhere to local building codes.
 - d. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
 - e. Seasonal lighting is permitted for illumination thirty (30) days prior to and ten (10) days after the holiday season. Seasonal lights may be installed between November 15th and January 15th, however, they may only be illuminated as prescribed above. Should extreme weather conditions become a factor in the removal of seasonal lights, it shall be in the sole discretion of the Reviewing Entity to grant an extension of the allowable time period for their removal. Extension cords shall never be located on public sidewalks.

N. Swimming Pools and Spas

1. All swimming pools and spas shall be of the in-ground type with the exception to aboveground spas not exceeding three feet (3') in height above the existing grade level of the Lot. Such spas must be located in a privacy fenced rear yard and be hidden from view from the street and/or any neighboring property, including the common areas.
2. Swimming pools and spas must be constructed entirely within the rear yard of the Lot. All swimming pools and spas shall be fenced for safety as required by applicable law, and installed according to the governing municipality. The Reviewing Entity may require additional plant materials to be installed to screen the swimming pool or spa from neighboring properties.
3. Swimming pool and spa drains must connect to the street drainage. No swimming pools or spas may be drained onto the common areas or on any other neighboring Lot.

O. Grills/Outdoor Fires

1. Built-in and portable grill units shall be for cooking only and must be located within the rear yard of the Lot. All built-in grills must be designed as an integral part of the home. Their location must be carefully planned to minimize smoke and/or odors from affecting neighboring properties. All built-in grills must be located at least four feet (4') from any wall of the Home. Grills may utilize natural gas, propane, or charcoal. No built-in grills/fireplace shall be installed without the prior approval of the Reviewing Entity.
2. Outdoor fires utilizing fire pits or chimneys are permitted in the rear yard of the Lot. Chimney height shall not be higher than 6'. Any other outdoor wood burning is prohibited, except at events on the common areas approved by the Reviewing Entity.

P. Prohibited Structures

3. Pursuant to the Declaration and/or these Community Guidelines, the following structures shall not be permitted from use and/or installation:
 - Stand-alone flagpoles;
 - Storage buildings or sheds;
 - Clotheslines or clothes poles;
 - Detached garages;
 - Permanent tents;

- Canvas-material gazebos/tents (unless used for a special occasion approved by the Reviewing Entity);
- Above ground swimming pools and spas;
- Bird or squirrel houses exceeding the height of the roof eave on the home;
- Artificial vegetation;
- Accessory buildings, including gazebos, greenhouses and guesthouses;
- Pet houses; and
- Storm doors

Q. Fence Guidelines

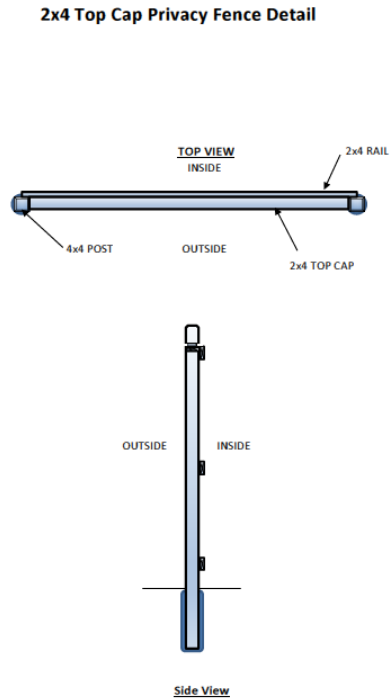
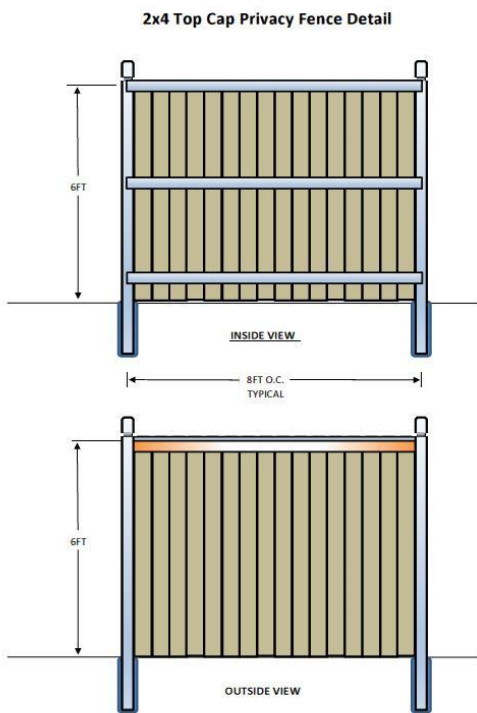
a. Design Standards Applicable to Fences

i. Fences: No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any part of the Community by an Owner *unless approved in accordance with the provisions of these Guidelines; Article VI; and Article VII, Section 7.11 of the Declaration.* The Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Property as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation, or governmental entity or for health and safety of Owners and Occupants.

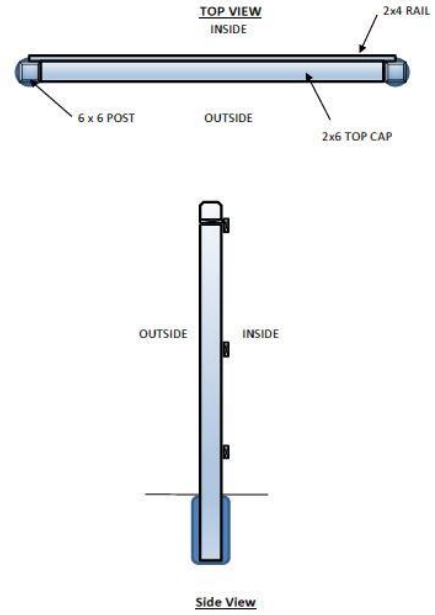
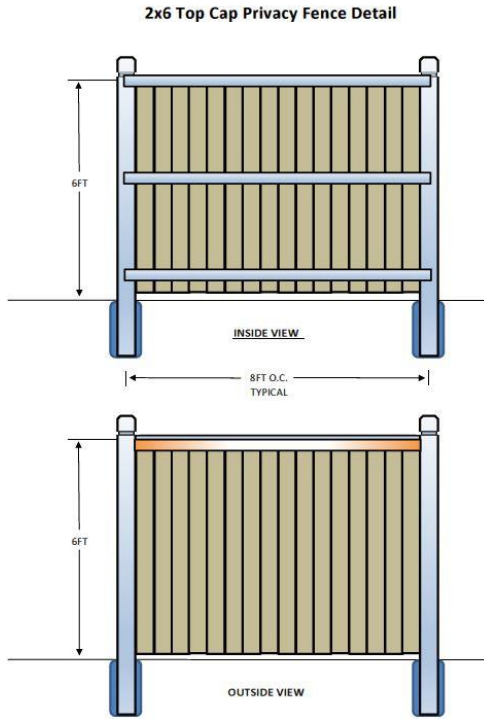
1. An Architectural Review Committee (“ARC”) application must be submitted for all fences proposed to be installed, as provided in Article VI, Section 6.2 of the Declaration. If approved, the Owner will then be permitted to install the proposed fences, in accordance with the submitted plans. Submissions must include:
 - a. Proposed location of fence;
 - b. Picture or diagram of style and color of fence;
 - c. Height of fence.
2. Generally, fences will be approved if the following guidelines are met:
 - a. Fence is not located closer to any street than the rear edge of the home;
 - b. On corner Lots, fence shall not be closer to any side street than the building line of the Lot;
 - c. Fences shall be 6’ in height;
 - d. 48” wide gates may be required in one or more ARC approved locations to allow for landscape maintenance work.
 - e. Crossbeam structure shall not be visible from any street and must face inside the yard;

- f. Wooden fences may be stained the following TWP Stain Color:
 - i. Butternut Brown
- g. The approved fence styles are the following:
 - 1. 6' tall flat top dado post
 - 2. 6' tall, three rail black powder coated aluminum.
 (This type of fencing will only be allowed along the rear property line of the exterior lots)

APPROVED WOOD FENCING STYLE



2x6 Top Cap Privacy Fence Detail

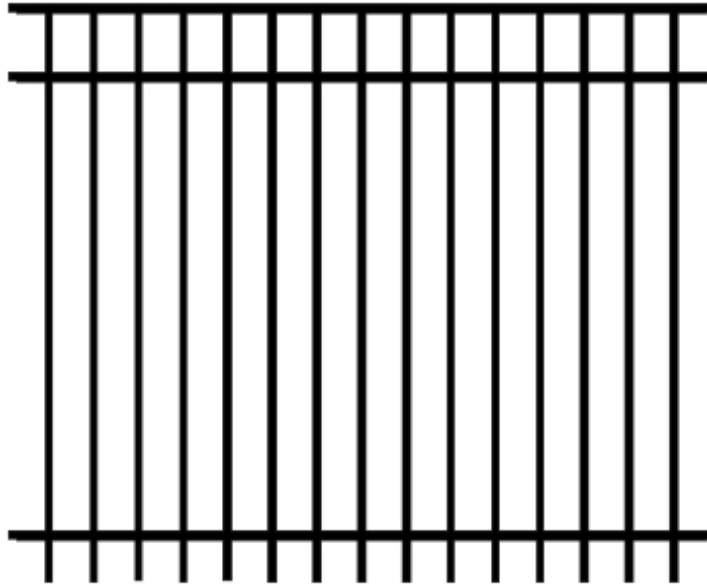


COLOR: Butternut Brown. See example below.



TWP207 Butternut Brown

APPROVED METAL FENCING STYLE



COLOR: Black Powder Coated

- ii. **Fence Stipulations:** in addition to the foregoing, every Owner hereby covenant(s) and agree(s), on behalf of him/her/themselves and his/her/their successors, heirs, and assigns, to be responsible for the maintenance, repair, upkeep and insurance of the fence and the following terms and conditions:
1. Owner understands that agents acting on behalf of the Association or Municipality may access the Lot at any time to inspect, repair, and/or maintain any existing drainage or access easement area.
 2. Owner hereby consents that to the extent the fence stops short of the property line or easement area for their Lot, a neighboring/adjacent owner may tie in or connect to the fence to avoid gaps or strips between fences.
 3. Owner is responsible for ensuring the fence is solely located on the common property side and rear line and constructed in compliance with all laws and ordinances, including, without limitation, construction in any easement areas are in compliance with all local laws and ordinances. Once a fence is constructed on the property line, an adjoining property owner may tie into the existing fence.
 4. Owner is bound by the Declaration and is responsible for ensuring the fence is constructed in accordance with the approved plans and conforms to the approved style.

5. As expressly provided in the Declaration, the Association assumes no liability or responsibility for the plans and specifications and it assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications.
6. If individual lot landscape maintenance is included in assessments, Owner understand their landscape assessment can increase with the installation of their fence.
7. Owner is responsible for re-staining their fence every 2 years or sooner as needed to ensure the appearance of the fence. Owner is also responsible for repairing any damages to the fence immediately.

b. Limitation of Liability

Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Declarant assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

c. No Waiver

The approval of the Reviewing Entity of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

d. Variances

Notwithstanding anything to the contrary contained herein, the Reviewing Entity shall be authorized to grant individual variances from any of the provisions of these Guidelines and the Declaration if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations, or environmental

considerations and would not be inconsistent with the overall scheme of development for the Community. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Community, or (c) estop the Reviewing Entity from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

e. Enforcement

Any structure or improvement placed or made in violation of these Guidelines or the Declaration shall be deemed to be nonconforming. Upon written request from the Association, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Association and its agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. In addition to, or in lieu of, the Association may elect to impose fines for non-compliance with these Guidelines as provided in Article XI, Section 11.1 of the Declaration. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment.

4. ARCHITECTURAL REVIEW

The architectural review process has been established to maintain the integrity of the architectural and design character of the Community. To this end, the Reviewing Entity will review all proposed additions, improvements or alterations on Homes for conformity with the Community Guidelines. The Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to the Architectural Review Committee to make recommendations to the Board of Directors.

All Owners are required to submit plans to, and receive written approval from, the Reviewing Entity prior to: (1) performing additions, alterations, or modifications to existing homes; (2) changing any exterior paint colors to the home, a fence, or other ancillary structure; (3) major landscaping changes; (4) installing a swimming pool, spas, or fence; (5) any concrete work or installation of other ancillary equipment or signage; or (6) making any other Lot improvements that not listed in these Community Guidelines or deviate from these Community Guidelines. Moreover, it shall be the responsibility of all Owners to comply with the standards and guidelines of Article II of these Community Guidelines, as well as the requirements contained in the Declaration.

f. Building Permits

If the plans submitted by an Owner require a building permit, the approval by the Reviewing Entity is not a guarantee that such plans will also be approved by the governing municipality. In addition, if the governing municipality

requires a modification to such plans, such modifications must also be approved by the Reviewing Entity for the Owner to remain in compliance with these Community Guidelines.

5. CHANGES AND AMENDMENTS TO THE COMMUNITY GUIDELINES

These Community Guidelines may be amended unilaterally by the Board of Directors without a vote of the Owners. All amendments shall become effective upon adoption by the Board of Directors and distribution to the Owners. No amendment shall be retroactive to previous work or approved work in progress. No amendment to these Community Guidelines shall change, alter or modify any provision of the Declaration, the Articles of Incorporation, or the Bylaws.

III. MISCELLANEOUS ITEMS

A. Drainage Easements:

As provided in Section 7.21 of the Declaration, drainage easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patio, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of storm water detention and retention ponds as required by the applicable Land Development Code.

B. Landscape Curbing:

Landscape curbing shall be generally permitted so long as the color and style compliments the exterior color schemes of the dwelling. ARC application is required contact Beacon Management Services for an application or if you have questions.

C. Playground Equipment:

Swing sets, basketball hoops, backboards and similar sporting or playground equipment may not be erected or placed on Lots.

D. Driveways:

Installation of brick pavers or other decorative design in driveways shall be prohibited. Should driveways become overly stained with oil, rust, or other unsightly damage power washing may be required by the Association.

E. Screen Enclosures:

All screen enclosures must consist of either white or bronze aluminum with charcoal screening. Enclosures must integrate into the design of the dwelling. Screening of the front entryway or garage shall not be permitted. ARC application is required contact Beacon Management Services for an application or if you have questions.

Appendix A

APPROVED INERT MATERIALS

Approved inert materials shall include those described below and other materials as may be approved by the Reviewing Entity, from time to time. Determination of whether a material is acceptable for inclusion in any specific situation shall be made by the Reviewing Entity and shall be in writing. Currently approved materials are as follows:

MULCH/BARK/PINE STRAW

Brown or black hardwood shredded mulch and pine straw are approved as inert ground cover and used in beds. Stone mulch is not permitted.

DECORATIVE ROCK MATERIAL

Decorative rock shall not be permitted as ground cover. Categories of decorative boulders are approved as follows:

- Moss Rock
- Tan Limestone
- Tan Sandstone
- Granite