

NO TRANSFER NEEDED

PROTECTIVE COVENANTS AND RESTRICTIONS

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KARL L. KEITH  
AUDITOR

1. **Use and Occupancy.** The following restrictions are applicable to the use and occupancy of the Property.

2. **Period.** These covenants and restrictions are for the benefit of all the lot owners and are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by the majority vote of then owners of the lots it is agreed to change said covenants in whole or in part.

3. **Association.**

A. Declarant will cause to be formed the Weatherstone Estates Owners' Association, Inc., a nonprofit corporation organized under the laws of Ohio (the "Association") for the purpose of owning and maintaining Lots 43 and 44 (the "Common Area") and enforcing the covenants and restrictions set forth in this Declaration.

B. Every Owner of a lot in Weatherstone Estates shall be a member of the Association.

C. The term "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to a lot. Notwithstanding any applicable theory of mortgages, the term shall not mean or refer to a mortgagee unless such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

D. Ownership of a lot shall be the sole qualification for membership. Upon the sale or other disposition of a lot that vests title in a new owner, the new owner shall automatically become a member of the Association and the previous Owner will cease to be a member of the Association, unless he owns other lots.

E. Declarant shall make such improvements to the Common Area as are required in the subdivision process and the rules and regulations that are applicable thereto prior to the transfer of title to the Association. The Association shall be responsible for the care, custody, maintenance, regulation, and control of the Common Area.

F. The Association, as a Common Expense, shall insure itself, the Board of Directors, and all Owners and persons lawfully in possession or control of any part of the Common Area, against liability for bodily injury, disease, illness, or death and for injury to or destruction of property, occurring upon or about, or arising from, the Common Area. Such insurance shall have limits of not less than \$2,000,000.00 with respect to bodily injury, disease, illness, or death and \$100,000.00 with respect to damages to or destruction of property.

G. The Association may delegate all or any portion of its authority to discharge its maintenance responsibilities to one or more independent contractors or to a managing agent. Such delegation shall be evidenced by a management contract for a term not to exceed three years in duration, which shall provide for the payment of reasonable compensation to the managing agent as a Common Expense. The agreement shall provide for termination without cause and without payment of a termination fee on 90 days notice.

H. Each Owner, by the acceptance of a deed to a lot subject to the provisions of this Declaration, for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it expressed in such deed, agrees to pay the assessments that are levied

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from time to time to pay his allocated share of the Common Expenses provided herein and levied by the Association.

J. Declarant shall maintain the Common Area until it conveys title to the Common Area to the Association. Thereafter each lot Owner, subject to the provisions of this Declaration, shall pay to the Association his share of the assessments for the lot as payment is called for, but not more often than on a quarterly basis, in advance, and not less often than annually, in advance.

K. The Association, on or before December 1st of each year, shall prepare an estimate of the total amounts that will be necessary to pay the Common Expenses for the next calendar year and shall forthwith supply each Owner a copy.

L. Each Owner of a lot shall pay an equal amount of the Common Expense. Each share is to be computed by dividing the total expense for any period by the number of lots in Weatherstone Estates.

M. The Association shall have a lien upon the estate and interest of any Owner in a lot for the payment of the portion of the Common Expenses that remains unpaid for 30 days after the due date, and an affidavit asserting such lien has been filed with the Recorder of the County, pursuant to authorization given by the Directors of the Association.

(i) Such affidavit shall contain a description of the lot, the name of the record owner, and the amount of the unpaid portion of the Common Expenses and shall be signed by the President or other principal officer of the Association. Such lien may include late payment penalties and shall bear interest at 10% per annum until paid.

(ii) This lien shall remain valid for a period of five years from the date of filing.

(iii) This lien shall take priority over any lien or encumbrance subsequently arising or created, except for liens for real estate taxes and assessments and liens of first mortgages that have been filed of record. It is agreed that where the mortgagee of a first mortgage of record or other purchaser at a foreclosure acquires title to the lot, such acquirer of title shall not be liable for the assessments upon the Owner or lot that accrued prior to the transfer of title. Such unpaid expense, if not collected from the previous Owner, will be deemed a Common Expense against all lots, including the lot of the acquirer.

(iv) Upon request, the Association shall supply a certification of any amounts that are due, and the party receiving such certification may rely on its accuracy.

N. Until all lots have been sold, or at such earlier time as Declarant may decide, Declarant shall retain the sole authority to elect the Directors of the Association.

**4. Violations.** It shall be lawful for Generation 3 LLC, or any other person or persons owning any real property situated in Weatherstone, Section One, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or restriction herein contained and either to prevent him or them from so doing to recover damages or other due from such violation.

**5. Invalidation of any Covenant.** Invalidation of any of these covenants by judgment or court order shall in no way affect any other provisions, which remain in full force and effect.

**6. Landscape Requirements.** All front and side yards shall be sodded on each lot. Rear yards must be seeded or sodded within two months from occupancy. If rear yards are required to be seeded or sodded by the municipal authority in order to receive certificate of occupancy, the lot owner will be required to complete this work prior to closing. On corner lots, both front yards with street frontage are to be sodded. Each lot shall have a minimum landscaping requirement of two front yard shade trees (2" caliper minimum

at time of planting) and foundation shrubs at a maximum eight foot spacing along the front of the dwelling unit. Plantings must be installed within two months of occupancy, not counting December, January or February.

7. **Grading.** All lot owners shall finish grade elevations in accordance with grading plan for the subdivision and leave exposed all manhole covers and shall install the driveway aprons.
8. **Sidewalks.** All lot owners shall install sidewalks and drive approaches when required in accordance with specifications set forth by Washington Township, Ohio, prior to occupancy. Such installation shall be completed no later than six (6) months from the date of the recording of the deed conveying the lot from Generation 3 LLC.
9. **Building Setbacks.** No building shall be located nearer to the front lot line or nearer to the side street lot line than the building set-back line as shown on the recorded plat.
10. **Accessory Structures.** No accessory structures are permitted. No above ground swimming pools are permitted on any lot.
11. **Solar Panels.** Solar panels are not permitted.
12. **Utility Structures.** All lot owners shall leave sanitary sewer manholes, storm sewer manholes, water main valve boxes, and water tap box uncovered and exposed to finish grade after sodding and seeding of the yards or installation of walks and driveways.
13. **Trailers.** No trailer, basement, tent shack or garage erected in this plat shall at any time be used as residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.
14. **Fence Setbacks.** No fence wall or hedge shall be permitted to extend nearer to any street line than the minimum building setback line plus fifteen (15) feet.
15. **Storm Drainage.** The owners of all the lots in the within subdivision shall be required to maintain storm water drainage ways in such a manner that the normal flow of water will have no interference.
16. **Easements.** Easements affecting lots shown on the record plan are reserved for utility installation, maintenance and surface water drainage. Any improvements made on any easement by the property owner are made at the risk of the property owner.
17. **Subdivision.** No lot shall here after be subdivided into parcels for additional residential purposes.
18. **Fences.** Chain link fences are not permitted. Metal fences must be approved in writing by the Association. All other fences shall be no more than four feet high and be made of vinyl or natural materials.
19. **Maintenance of Streets.** All lots owners shall be responsible for and clean up after their contractors, subcontractors, or personnel who have caused mud or other debris to be placed in the streets of the development or adjacent public streets, said clean-up shall be accomplished on the same day that debris and mud problem occurs.
20. **Indemnification.** All lot owners shall indemnify and hold harmless Generation 3 LLC. from any liability or damage as a result of altering the existing drainage path on the lot.
21. **Natural Gas.** If natural gas is made available, the owner must use gas for heating purposes, or pay Generation 3 LLC., the sum of one thousand two hundred dollars (\$1,200.00) in addition to the cost of the lot.

22. **Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

23. **Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

24. **Signs.** No signs of any character shall be erected, posted or displayed on the Property, except: i) marketing signs installed by the Declarant while actively marketing Lots for sale; ii) street and identification signs installed by the Declarant or the Association; iii) reasonable sized political signs which may be installed two months before and must be removed within fifteen (15) days after the election; and iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is currently for sale.

25. **No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

26. **Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

27. **Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property, including the public streets within the development. Vehicle repairs and storage of vehicles are not permitted on the Property, including the public streets within the development. No motor vehicles shall be driven on the Common Elements, except such vehicles as are authorized by the Board and needed for upkeep of the Common Elements. This prohibition does not apply to normal vehicular use of streets, roadways, and driveways in the Common Elements.

28. **Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the board, is permitted, subject to the Rules and Regulations adopted by the board. Such pets are not kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the board. Pets shall not be permitted upon the Common Elements unless accompanied by

someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Lot shall be and inoculated as required by law. All Owners and Occupants shall clean up all pet droppings immediately.

29. **Open Fires.** Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

30. **Clothes Drying.** No outdoor clothes drying apparatus is permitted.

31. **Architectural Restrictions.** The following architectural restrictions shall be applicable to the Lots.

32. **Plan Approval.** No structure shall be erected, placed or altered on any lot of this subdivision without written approval of Generation 3 LLC; two complete sets of "documents" shall be submitted to Generation 3 LLC. The documents shall include design plans, materials, colors, roofing, location of building (horizontal and vertical) and landscaping plans. Generation 3 LLC shall have fifteen (15) days after receipt of the documents to mark on one set of the documents "Approved" or "Disapproved" by Generation 3 LLC., dated and signed. Disapproving documents shall indicate the reasons for disapproval. If the documents are not returned to owner within fifteen (15) days after receipt by Generation 3 LLC the documents shall automatically be disapproved as submitted. The plans and specifications shall include floor plans, elevations showing all four (4) sides of house. After the original construction no improvements of any kind shall be made or erected, placed, altered or exterior design change made thereto, on any lot, until such improvement, alteration, change, etc., are submitted to Generation 3 LLC and follow the approval or disapproval procedure set forth in this item.

33. **Declarant's Plan Approval Period.** Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Properties. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

34. **Design Guidelines.** The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. A copy of the current Design Guidelines is attached as Exhibit C.

35. **Declarant's Control of New Construction.** The Declarant shall have exclusive control of new construction within the Properties. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

36. **Association's Right of Plan Approval.** After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval or any portion thereof, to the Association.

37. **No Liability.** Each Owner and builder are responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications,

whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

**38. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two, but no more than three cars. A single-family dwelling shall meet the following requirements:

A one story dwelling structure, the living area being the first floor space only, constructed with either a basement or on slab and a space between the first floor ceiling and the roof that is too low to permit its use as a dwelling place. The minimum floor area for a one story structure is 2,000 square feet.

A story and a half or Cape Cod dwelling structure, the living area of which is on two levels connected by a stairway and constructed with a basement. The upper level is constructed within the gable portion of the roof. Window penetrations are made by use of dormers. The minimum floor area for a story and a half or Cape Cod dwelling structure is 2,200 square feet.

A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed on a slab or with a basement. The minimum floor area for a two story dwelling structure is 2,400 square feet.

**39. Roof Requirements.** The roof and gables of each Dwelling unit shall be no less than 7 - 12 pitch. Porch and patio roofs may be 3.5 - 12 pitch. All shingles shall be of a uniform color. All roof penetrations, such as plumbing vents, attic vents, etc., shall be located on the rear side of the Dwelling Unit.

**40. Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

**41. Front Yards and Driveways.** Front yards shall be landscaped as soon after completion of the Dwelling Unit as is practical. All driveways shall be paved with concrete, brick or paving stones within one six months after construction starts.

**42. Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. Dwelling Unit foundations may be constructed of concrete, cinder block or similar materials and shall not require covering. No underground Dwelling Units shall be permitted.

**43. Exterior Siding.** Vinyl-type siding is not allowed. A minimum of 50% of the exterior, as defined by the Washington Township Zoning Code, must have brick or stone.

**44. Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

**45. Radio and Television Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, except for dish satellite antennas with a diameter of two feet or less. Satellite antennas should be situated in the rear of the structure unless written permission from Association is obtained.

**46. Air Conditioning and Heat Pump Equipment.** Air-conditioning and heating equipment should be located in rear or side yards so as to provide minimum visual impact from other Lots.

**47. Awnings.** No metal or plastic awnings for windows, doors or patios may be erected or used.

48. **Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.
49. **Safety Fences.** Safety fencing is not allowed on any doorway after the Certificate of Occupancy is obtained. Elevated doors must have steps or a deck instead of safety fencing.
50. **Other Structures.** No structure of a temporary character, trailer, or shack shall be permitted on any Lot. No barns, storage sheds or other outbuildings shall be permitted on any Lot. Construction trailers and/or storage sheds shall be permitted only during construction. Playground equipment shall be kept to the rear of the Dwelling Units and at least ten (10) feet from the side yard lot lines.
51. **Mailboxes.** Each Owner, at his or her expense, shall install a matching mailbox/paper box in accordance with specifications as to style and color determined by Declarant.
52. **Chimneys.** All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the Dwelling Unit
53. **Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.
54. **Lot Maintenance.** All Lots must be kept mowed and free of debris and clutter. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.
55. **Lamp Post.** Each Owner shall install and maintain, at his or her expense, a matching electrical post light with operable photo cell on the front elevation of the Dwelling Unit.
56. **Decks and Patios.** Each Owner will be responsible that any deck or patio installed meets the design guidelines described herein. Further, each lot owner is responsible for approval from the governing municipal authority for the deck or patio construction.
57. **Porches, appendages and additions.** No porches, appendages or additions shall be permitted unless they are of size, style, color and type compatible with the original design of the house and, in the case of appendages and additions, shall match the house material, roof shingles and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility with design guidelines shall be at the discretion of the Declarant.

**EXHIBIT C**  
**WEATHERSTONE ESTATES HOMEOWNERS ASSOCIATION**  
**DESIGN GUIDELINES**

**GENERAL GUIDELINES APPLICABLE TO ALL LOTS**

**House Placement and Yard Grading.** Dwelling Units shall conform to existing grade and drainage patterns. Each Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical. Builders shall be responsible to regrade the Lot to conform the drainage plan approved for the subdivision.

The following guidelines shall be used in determining placement with respect to style and elevations:

- a. There must be a minimum of a two different homes separating like models on the same side of the street. Optional items, such as full porches and pediment front foyers, may be used to establish the differences.

**Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two cars. A single-family dwelling shall meet the following requirements:

- a. A one story dwelling structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling place.
- b. A story and a half or "Cape Cod" dwelling structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof. Window penetrations are made by use of dormers.
- c. A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

**Dwelling Unit Size.** Dwelling Units must be at least 2000 square feet for a one story dwelling, 2200 square feet for a story and a half dwelling and 2400 square feet for a two-story dwelling. Square footage for other types of dwellings (if permitted) shall be determined by the Declarant upon plan review. Declarant reserved the right to make minor variances if, in its sole opinion, the intent of the section is maintained.

**Siding Materials.** No aluminum or vinyl siding is permitted. At least 50% of the structure must have brick or stone, as defined by the Washington Township Zoning Code.

**Roof.** The roof and gables of each Dwelling unit shall be no less than 7 - 12 pitch. Porch and patio roofs may be 3.5 - 12 pitch. All shingles shall be of a uniform color.

**Garages.** A minimum two car garage is required. Detached garages of any size are not permitted.

**Yards, Driveways and Walks.** Front yards shall be grass and landscaped as soon after completion of the Dwelling Unit as is practical under weather conditions. Rear Yards shall be defined as that portion of the Lot which is behind the rear elevation of the Dwelling Unit extended to each Lot line. All driveways shall be paved with asphalt, concrete, paver bricks or paving stone. Gravel or dirt driveways are prohibited.

**Utilities.** All utilities must be underground.



**Underground and Log Houses.** Underground and log structures are prohibited.

**Porches, appendages and additions.** No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant/Association.

**Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for the storage of any item of any kind.

**Awnings.** No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

**Exterior Carpeting.** No exterior carpeting may be used if it is visible from any neighboring lot or the street.

**Railings.** All deck and balcony railings shall be wood or vinyl.

**Solar Panels.** No solar panels shall be permitted.

**Chimneys.** All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

**Water Discharge.** Storm water must be disposed in accordance with the drainage plan for the subdivision and city regulations.

**Skylights.** Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot.

**Entrance Structures.** No additional driveway entrance structures shall be permitted.

**Swimming Pools, Spas and Hot Tubs.** Above ground swimming pools are not allowed. All hot tub and spas must be approved by the Committee as to style and location.

**Play Equipment.** Play apparatus or structures shall be located in the Rear Yard and not located within any side or rear setback lines. Such structures shall be of wood construction with natural coloring or may be painted or stained brown or gray. Structures that include colored items of equipment, such as a slide or swing set seats, so long as all such equipment is the same color. Any play structures that include a roof shall be shingled in the same color as the dwelling. All play equipment on any one lot shall be the same colors.

**Air Conditioning and Heat Pump Equipment.** Air conditioning and heat pump equipment shall be located in side yards or Rear Yards.

**Fencing.** Chain link fences are not permitted. Metal fences must be approved by the declarant / Association. Invisible pet fences are permitted.

**Radio and Television Antennas.** These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is two feet or less in diameter; or
2. an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is two feet or less in diameter or diagonal measurement.

B. Permitted Locations.

An antenna must be located in the Rear Yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

C. Other Requirements.

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

D. Continued Maintenance.

Each owner shall maintain any antenna in a reasonable manner so as not become unsightly. Each owner shall remove any antenna upon cessation of its use.

**Landscaping.** Landscaping and normal lawn are required around all houses.

**Lot Maintenance.** All lots must be kept mowed and free of debris and clutter. During any construction, each Owner and Builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any lot except within five (5) days of commencement of construction. The Association shall have the right to assess any owner for the costs of mowing or clean up in the event that the owner fails to do so.

**Lot Grading.** The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by Montgomery County. Any deviations from such plan must be preapproved by the County and the Developer.

**House Numbers.** House numbers must be placed on all mailboxes.

**Exterior Lighting.** All Lots shall have an exterior light post controlled by a photo cell located in the front yard. Exterior lighting must be directed in such a manner so as not to intrude into neighboring lots and houses.

**Discretion.** Any discretion to be exercised in the review of plans shall be that of the Committee.

**Variations.** The developer or the committee may grant variations from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

**Right to Modify Guidelines.** The Developer reserves the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development.