
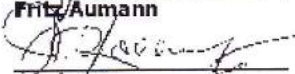



**RULES AND REGULATIONS
OF THE
WINDSTONE AT BEDFORD HOMEOWNERS ASSOCIATION
Cabot Lane, Bedford, NH**

Authority for assessment, late fees, legal action, and non-exemption is pursuant to Article III Section 1(b) of the Bylaws of the Association.

Pursuant to Article III Section 3.3 of the Declaration of Covenants, Restrictions and Easements and Article III Section 1(d) of the Bylaws of the Association, the Board of Directors on 11/1/05 2005 voted to adopt the following Rules and Regulations.

 Fritz Aumann	<u>11/1/05</u> Date
 John Mollcraft	<u>11/1/05</u> Date
 Peter Sokolosky	<u>11/1/05</u> Date

For Contact Purposes:
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1. DEFINITIONS

1.1 Articles of Agreement

"Articles of Agreement" or "Articles" shall mean and refer to the Articles of Agreement for Windstone at Bedford Homeowners' Association, a nonprofit association, its successors, and assigns.

1.2 Association

"Association" shall mean and refer to Windstone at Bedford Homeowners' Association, a nonprofit association, its successors and assigns.

1.3 Board

"Board" shall mean the Board of Directors of the Association.

1.4 By-Laws

"By-Laws" shall mean the By-Laws of the Association and any amendments thereto.

1.5 Common Expenses

"Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the repair, maintenance, and replacement of the Common Properties, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the Articles, and the By-Laws.

1.6 Common Land

All the land encompassed by Windstone is controlled by either the Sheffield Woods/Cabot Preserve Homeowners Association (Common Land) or each Windstone property owner. Windstone itself controls no land. Road maintenance is the responsibility of Cabot Preserve, but ownership of Hancock Drive, Cabot Lane, and Smithfield Lane is by the property owners whose properties extend to the center of the roadway easement.

1. DEFINITIONS (Continued)

1.7 Common Properties

"Common Properties" shall be the lawns, landscaping (including shrubs, bushes and trees), the exterior and roofs of structures, and front porches on the Properties. Maintenance of common property is assigned to either the homeowner or Windstone. All alterations, improvements, and additions to common property shall not result in an increase in maintenance expenses to other Owners.

1.8 Declaration

"Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, and Easements, recorded in the Hillsborough County Registry of Deeds, and any amendments thereto.

1.9 Member

Member or "Members" shall mean and refer to those persons entitled to membership in the Windstone at Bedford Homeowners' Association as provided in the By-Laws and the Declaration.

2. ASSOCIATION FEES

2.1 Payment

In order to meet the financial obligations of the Association, each Owner must remit association fees on or before the first (1st) day of each month. Checks must be made payable to Windstone at Bedford and should be mailed to the property manager.

2.2 Late Fees

A Fifteen Dollar (\$15.00) late fee plus interest at twelve percent (12%) per annum will be charged to Owners who fail to remit their fee by the tenth (10th) day of each month or whose check fails to clear. An Owner will be charged a fee of Twenty-five Dollars (\$25.00) for each returned check.

2.3 Legal Recourse

All unsettled delinquent accounts will be referred to the Association's attorney for collection. All associated legal fees and expenses will be assessed to the Owner.

2.4 Exemption

No Owner may exempt himself/herself from liability for his/her contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Land or by abandonment of his/her Property.

3. ASSOCIATION FINES

3.1 Steps for Violations, Complaints, and Notification

- A. A suspected rules violation, nuisance, complaint, or safety issue may be identified by the property manager, an appropriate committee, or may be brought to the property manager's attention by any member of the association.
- B. All alleged complaints must be submitted to the Board in writing.
- C. Upon receipt of a written complaint, the property manager or appropriate committee will examine the condition and will make an initial determination of whether a violation exists.
- D. If it is determined that a violation does exist, the property owner will be notified in writing. The written notification to the property owner will be sent by First Class Certified Mail, return receipt requested. If the property is a rental unit, the lessee will also receive a copy of the notification. The notification to the lessee will be sent First Class Mail only.
- E. The notification will state the violation, a description of the violation, and the date by which the violation must be corrected to avoid any penalty. The notification will also inform the property owner of their right to request a hearing.

3.2 Homeowner's Right to a Hearing

- A. The request for a hearing must be submitted within ten (10) days of the date of post mark of the notification or the right to a hearing will be waived and the fine will automatically be assessed.
- B. The request for a hearing must be directed to the property manager whose name, address, phone number, and email address will be listed on the notification of violation.
- C. The purpose of the hearing is to provide the property owner with the opportunity to establish why the rule has not been violated or why the rule or procedure does not apply.
- D. After hearing the property owner's position, the Board shall make a determination whether a violation has occurred. The Board will render the decision no later than their next regularly scheduled meeting.
- E. No hearing will be held on a subsequent or continued violation of the same rule or for the same or substantially the same conduct by the same party.

3. ASSOCIATION FINES (Continued)

3.2 Homeowner's Right to a Hearing (Continued)

- F. The Board's decision shall be presented to the property owner in writing by First Class Certified Mail, return receipt requested.
- G. If, after the hearing, the Board determines that no violation exists, no further action on the part of the homeowner will be required.
- H. If, after the hearing, the Board determines that a rule violation does exist, the property owner will be given at least ten (10) calendar days from the date of the postmark to correct the problem. After the specified time period for a property related violation, the property manager or appropriate committee may inspect the property to insure satisfactory compliance.
- I. If a fine is to be imposed, the amount of the fine will be included with the Board's written response and will be sent to the owner (and lessee, if applicable) at their last known address.
- J. The Board may consider extenuating circumstances and extend or change the provisions of this section regarding an individual homeowner's right to a hearing.

3.3 Fines

- A. \$50 on the eleventh day after notification of violation if the property owner has not requested a hearing.
- B. \$100 for the following month.
- C. \$150 per month until the violation is corrected.
- D. Failure to maintain exterior structures in good repair or appearance: 90-day notice to correct followed by a fine of \$50 per day for 60 days. Repairs then done at owner's expense.

3.4 Payment

Fines are payable within 30 days of written notice to the owner of record. Checks must be made payable to Windstone at Bedford and should be mailed to the property manager.

3. ASSOCIATION FINES (Continued)

3.5 Legal Recourse

All unsettled fines will be referred to the Association's attorney for collection. All associated legal fees and expenses will be assessed to the Owner. Failure to pay fines may result in a lien placed against the property.

3.6 Appeal Process

Any owner may appeal a decision of the Board to the entire membership at any annual or special meeting. Owners may vote to affirm or overrule any decision of the Board. Owners may request an appeal and it will be placed on the agenda for the next Association meeting.

4. LAND USE

4.1 General

The Board is concerned with the health and safety of the residents and exterior appearance and property values of the community.

Each Dwelling shall be occupied and used only for private residential purposes by the Owner and his/her family, or by lessees or guests of the Owner. Home offices and limited professional uses are permitted as long as they do not change the character or appearance of the structure or neighborhood.

The Common Land shall be used in a manner which is consistent with the residential character of the Property. Owners, lessees, or guests shall not obstruct, litter, or cause damage to the Common Land or their own Property nor shall anything be stored on the Property without the written consent of the Board.

Business vehicles which fit within a garage may be parked overnight on the Property if they are registered and inspected. All recreational vehicles including boats, snowmobiles, jet skis, tent trailers, etc., must be placed within a garage and may not be used on the Common Land or their own Property.

4. LAND USE (Continued)

4.2 Property

There shall be no use which injures, scars, or damages the Common Land or their own Property or the plantings thereon, increases the maintenance thereof, or causes unreasonable disturbance or annoyance to other Owners in enjoyment of Windstone at Bedford, or is in any way a threat to public safety.

4.3 Maintenance of Common Properties

Improvements, maintenance, and replacement of the Common Properties shall only be done by the Association or with its written approval.

4.4 Maintenance of Lawns and Landscaping

Lawn maintenance and landscaping shall be done by the Association. An Owner may plant flowers within the landscaped beds established by the Developer on his/her Property and shall maintain such flowers at his/her expense. If an Owner wishes to expand established landscaped beds on his/her Property or to construct additional plant/flower/vegetable beds, they may do so upon the written approval of the Board of Directors of the Association, which shall not be unreasonably withheld. If the Board determines that the expanded landscape or beds would add to the maintenance expense, the Owner will be required to either maintain such areas at his/her expense or pay the Association an additional monthly assessment to do so. Failure of an Owner to maintain these additional landscaped areas for which they are responsible may result in the Association assessing an additional assessment for maintenance or to restore these areas to their original state.

Owners may remove existing trees or plantings from their Property with written approval of the Board who shall ensure the general appearance of the Property and the maintenance expenses will not be adversely impacted by such removal.

5. RESIDENT CONDUCT

5.1 Noise

Owners, guests, and lessees shall be respectful of their neighbors and control the volume of noise they produce so as to not unreasonably disturb or be a nuisance to other Owners.

5.2 Littering

Paper, cans, bottles, cigarette butts, and other trash shall be deposited within appropriate trash containers so as not to litter the Common Land or their own Property.

5.3 Pets

Common household pets may be kept or maintained on the Property, but there shall be no commercial breeding of pets within Windstone at Bedford. Owners shall be responsible for damage to Common Land or their own Property caused by their pet(s) and shall immediately clean up after their pets. Owners are responsible for ensuring that their pets do not become a nuisance or danger to other Owners.

All Pets must be kept in accordance with the laws/ordinances of the Town of Bedford including all leash and license laws and must be kept insured under the homeowners insurance policy.

5.4 Parking

Residents and their guests may park along any Windstone roadways but shall park in a fashion so that through vehicular traffic may continue to flow freely and Owners have access to their driveways. Overnight parking on any Windstone roadway shall not be permitted. Parking on any Windstone roadway during snow removal shall also not be permitted.

5.5 Speeding

The speed limit on all Windstone roadways is 20 miles per hour or less.

6. PROPERTY IMPROVEMENTS AND ALTERATIONS

6.1 Architectural Changes

Owners shall first obtain written consent of the Board before making any exterior improvements, additions, or structural alterations to his/her Property.

All requests for landscaping additions or alterations as well as structural additions or alterations must be submitted in duplicate on the appropriate approval form (available from the property manager) and accompanied by drawings and other support material which clearly depicts such items as property lines, house location, existing plantings, structures, driveways, walkways, and the description and location of the proposed alterations, additions, or modifications.

Any request not containing adequate information will be rejected and returned to the applicant for resubmittal with requested additional information.

Requests containing sufficient information will be forwarded to the Landscape and Architecture Committee for their review and recommendations. The following is the normal review schedule.

- A. All requests received during any month will be forwarded to the Landscape and Architecture Committee on the first of the following month.
- B. The Landscape Committee will meet and forward their recommendation to the Board by the fifteenth of the month.
- C. The Board has regular working sessions on the first week of every month, and all requests received after being reviewed by the Landscape Committee will be acted on by the Board.

The Board must reply within thirty (30) days pursuant to Article V Section 9 of the Bylaws of the Association. To obtain more time the Board must deny the request in writing and ask for additional information to reconsider.

6. PROPERTY IMPROVEMENTS AND ALTERATIONS (Continued)

6.1 Architectural Changes (Continued)

It is the homeowner's responsibility to submit requests in a timely manner to support the above review schedule.

To help the Landscape and Architecture Committee reach decisions on homeowner requests, committee members may visit properties if the project is extensive or complex. These visitations will help determine the impact of such projects on neighboring properties and the community.

All alterations, improvements, and additions shall meet the following criteria:

- A. Such change shall be in harmony with the existing architecture, character, and construction materials of the existing Dwelling as well as those other Dwellings within the subdivision. Detached structures, such as sheds, garages, or similar structures; swing sets; basketball hoops; swimming pools; and tennis courts shall not be permitted.
- B. Improvements and additions or structural alterations cannot extend beyond the existing front and sides of the building. And as per the Town of Bedford Zoning Ordinance, minimum setbacks shall be twenty-five feet (25') at the rear yards.
- C. All alterations, improvements, and additions shall not impair or obstruct any easement or right-of-way.
- D. The Owner shall obtain all required local, state, and/or federal permits for such improvement, alteration, or addition.
- E. All alterations, improvements, and additions shall not result in an increase in maintenance expenses to other Owners.

7. EXTERIOR DWELLING APPEARANCE

7.1 General

Television antennae, window air conditioning equipment, or outside window coverings shall not be installed, hung, or placed outside a Dwelling. Satellite dishes of eighteen (18) inch diameter or less may be installed on the rear trim boards of a Dwelling and, with the Board's permission and with such screening as determined necessary by the Board, on the trim boards of any other wall of a Dwelling. All satellite dishes must be installed in accordance with the provisions of the 1996 Telecommunications Act and FCC rules.

7.2 Rubbish

Trash is to be set at curbside on the day of collection, or evening before, and empty containers must be removed from the curbside no later than 8:00 a.m. of the day following trash collection. All trash and containers shall be stored within the garage of a Dwelling other than for the above stated times.

7.3 Clothes Lines

Clothes lines, clothing, linens, or similar materials shall not be permitted.

7.4 Outdoor Equipment/Articles

Bird baths, flags, door/welcome decorations, and flower pots may be left outside the Dwelling, but must be kept within the Dwelling entry doors or off the mowed part of the lawn. Grills may be left outside the Dwelling, but must be kept within the rear of the Dwelling and off the mowed part of the lawn. Firewood may be stored outside a Dwelling if neatly stacked and stored adjacent to the rear or side yards of a Dwelling. Other personal items and equipment and articles, including bikes, toys and recreational items, shall not be left outside a Dwelling overnight.

7. EXTERIOR DWELLING APPEARANCE (Continued)

7.5 Holiday Decorations

Owners may display outside holiday decorations on their Dwelling anytime within three weeks before and two weeks after a recognized holiday. Reasonable extensions of the time for removal of such decorations may be made by the Board because of inclement weather conditions.

7.6 Fencing

No boundary wall, fence, or hedge shall be constructed.

7.7 Signs

No signs or other advertising, except standard "real estate" signs, shall be displayed on any Property.

8. GUESTS

8.1 Conduct

Owners are responsible for the actions of their guests and shall be responsible for ensuring that they do not violate the Rules and Regulations or Bylaws of the Association or create a nuisance to other Owners.

9. SALE OF PROPERTY

9.1 Notification Procedure

- A. The property manager must be contacted by a property owner prior to listing the property for sale.
- B. Pending the sale of a Property, the previous Owner shall: (1) pay all fees and assessments prior to sale (a minimum of five (5) working days' notice is required to process closing paperwork); (2) provide the Board, through its property manager, the name of the new Owner and the date of sale of the Property; (3) provide the new Owner with a copy of the Rules and Regulations and Bylaws of the Association.
- C. Pending the lease of a Property, the Owner shall notify the Board, through its property manager, of the lessee's name and move in date and provide the lessee with a copy of the Rules and Regulations and Bylaws of the Association. Said leases shall be for a minimum term of six (6) months. The Owner remains responsible for all Association fees.

10. LANDSCAPE/ARCHITECTURE ADDENDUMS

Pursuant to Article IV and Article V of the Declaration of Covenants, Restrictions, and Easements of Windstone at Bedford, the Board hereby adopts the following guidelines.

The Windstone Landscape and Architecture Committee provides assistance, direction, and guidance to Windstone homeowners when adding, modifying, or improving their Windstone home property.

The following Landscape/Architecture Addendums facilitate the approval process by the Windstone Landscape and Architecture Committee and the Board of Directors. They are a guide in establishing conformance to Windstone current and historical architectural design standards, in accordance with the Windstone By-Laws, Rules and Regulations, and applicable building codes and regulations. While some specifications have been included as a guide to homeowners, all construction must conform to the Town of Bedford Codes.

10. LANDSCAPE/ARCHITECTURE ADDENDUMS (Continued)

These Addendums specify the use of professional contractors. The Board will try to accommodate homeowners who want to do the work on their own and are willing to assume the resulting legal liabilities.

To protect property values during the time of construction, the addition, modification, or improvement of any building, structure or property must not, during the time of construction or at any time in the future, interfere with, harm, or devalue the requestor's home, abutter's home, or in general any other home or common area in Windstone.

- 10.1 Awning Installation Procedure
- 10.2 Gutters and Downspouts Procedure
- 10.3 Three-Season Porch Addition Procedure
- 10.4 Lamp Post/Lamp Fixture Procedure
- 10.5 Radon Mitigation System Installation Procedure
- 10.6 Rear Deck Addition Procedure
- 10.7 Storm Door – Front Entry Procedure

10.1
AWNING INSTALLATION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Plan Submission and Use of Professional Services

A drawing indicating the size, color(s), and location of the Awning in relationship to the house and other major features of the property must be submitted to the property manager along with a signed copy of this guideline at the time of request submission.

The name, address, and telephone number of the installer must also be included at the time of request submission.

Specifications

1. Awning must be similar in architectural appearance to existing and previously approved Windstone awning installations.
2. Awning must be installed in the rear of the dwelling. Specific positioning and location of the Awning will be at the discretion of the homeowner subject to review by the Landscape and Architecture Committee and approval by the Board of Directors with respect to aesthetic and general visual impact on the community.
3. It is not the intent of this guideline to place specific size requirements on the Awning, as this decision will be ultimately made by the homeowner and approved by the Board of Directors. It is recommended, however, that strong consideration be given to relationship between the size of the awning and size of the deck over which the awning is installed.
4. Accessories such as "Insect Screen Panels", "Weatherbreaker Panels", and "Patio Lights" which are attached to the awning will not be allowed. Electric or motorized awnings must be "hard-wired" by a licensed electrician.
5. Removal of nesting insects, birds, or animals is the responsibility of the homeowner.
6. Materials must be similar in quality and appearance to other awnings currently existing in the development.

10.1
AWNING INSTALLATION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Homeowner's Responsibilities

Throughout project implementation it will be the homeowner(s) responsibility to insure that all work done on their behalf will be in compliance with, and adherence to, all regulatory statues, local building codes, and the Windstone By-Laws and Rules and Regulations, including but not limited to the following:

1. It is the responsibility of the homeowners, prior to the commencement of construction, to acquire a certificate of insurance from the primary construction contractor, verifying that the company is appropriately insured with regards to general liability, workman's compensation, and property damage insurance.
2. A copy of the insurance certificate must be submitted to the property manager prior to the start of construction.
3. It is the responsibility of the homeowner to insure that all local building related permits are obtained and posted during construction.
4. All clean-up, repair, restoration, and associated cost resulting from work performed, or any damage incurred, to the homeowners property, abutters property, or any common area, during the course of the construction project, caused directly or indirectly by the homeowner(s), general contractor, subcontractor, or their assignees is the sole responsibility of the homeowner(s), including but not limited to the following:
 - Existing roofing, siding, and trim.
 - Landscaping, grading, and drainage.
 - Irrigation systems – including the rerouting or any other modifications, for example, a change of sprinkler heads.
 - Driveways.
 - Road surfaces.
 - Common land.
5. Refuse containers, dumpsters, construction equipment, and building materials stored on the property during construction must be removed within forty-eight hours of completion of the project.
6. All arrangements for, and cost associated with, the clean up and disposal of construction material, demolition debris, and other refuse is the sole responsibility of the homeowner(s).

10.1
AWNING INSTALLATION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Homeowner's Responsibilities (Continued)

7. It is the homeowner(s) responsibility to assure that at no time during construction are the ingress or egress to common areas such as driveways, sidewalks, and common area paths in any way blocked or limited by construction vehicles, building materials, or refuse containers.
8. At no time should any work being implemented within the common area hinder or interfere with normal landscaping and or other maintenance operations.

10.2
GUTTERS AND DOWNSPOUTS PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Plan submission

1. Drawings indicating the size and location of the gutters, downspouts, and water discharge in relationship to the house and other major features of the property and the name, address, and telephone number of the contractor must be submitted to the property manager along with a signed copy of this guideline at the time of request submission.

Specifications

1. Gutters and downspouts shall be similar in appearance to those presently installed at Windstone.
 - Color: White.
 - Material: Seamless aluminum, minimum 032 gauge.
 - Baffles: Installation of inside corner baffles is required.
 - Locations: Plan is to be submitted with application.

Installation

1. Installation must be by an insured contractor. It is the responsibility of the homeowner(s) to acquire and submit a certificate of insurance to the property manager prior to the start of installation.
2. All building construction integrity must be maintained, i.e. siding, insulation, decks, etc.
3. It shall be the responsibility of the homeowner(s) to insure that downspout discharge and runoff:
 - a. Not affect any abutter.
 - b. Be directed so as to prevent soil erosion, damage to, and deterioration and undermining of, walkways and driveways.
 - c. Be directed away from the street.
 - d. Must not allow build-up of standing water which can cause mold and mildew damage to foundation and siding.
 - e. Does not adversely impact an abutter or any common area.
4. Downspouts must not hinder normal landscaping operations, or snow and ice removal.

10.2
GUTTERS AND DOWNSPOUTS PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Homeowner's Responsibilities

1. It is the responsibility of the Homeowner(s) to clean and maintain the requested gutters and downspouts, and for any damage (external or internal) which may occur as the result of ice dams and water discharge and runoff.
2. Cost and repair of any damage incurred to the dwelling and property as a result of installation now and in the future shall be the sole responsibility of the homeowner(s), including but not limited to water, air, or other leaks, damage to the siding, or any other parts of the structure.

10.3
THREE-SEASON PORCH ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Plan submission

1. A detailed design plan including drawings, floor plan, and elevation drawings must be submitted to the property manager at the time of application along with the name, address, and telephone number of the general contractor.
2. Use of architectural services and/or a licensed professional contractor is required for plan preparation and construction.

Specifications: Architectural Design and Appearance

1. Three-season porch addition designs must be similar in architectural appearance to existing Windstone three season porch additions.
2. The exterior elevation design, style, appearance, and material specification must conform architecturally to the existing aesthetic design characteristics, features, and material specifications for the specific home model with respect to:
 - a. Roof line and roof shingles.
 - b. Windows, vinyl siding, and trim.
 - c. Soffit vinyl color, trim, and roofing shingles.

Specifications: Material & Building Specification

1. Materials must be similar in quality and appearance to other three-season porch additions currently existing in the development. Material must be compatible with the original Windstone construction and building material.

Specifications: Foundation and Support Structure

1. The three-season porch design must be raised frame construction such that the porch does not rest directly on the surface of the ground. No foundations will be allowed. Construction design must incorporate concrete support columns on adequate footings.
2. Appropriately designed drainage must be incorporated including the use of $\frac{3}{4}$ inch crushed stone installed beneath the porch with an additional minimum two feet perimeter area around the outside of the building addition.

10.3
THREE-SEASON PORCH ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Specifications: Size

It is not the intent of this guideline to place specific size requirements on the three season porch additions, as this decision will be ultimately made by the homeowner and approved by the Board of Directors. It is recommended, however, that strong consideration be given to design specifications and addition sizes which approximate the average existing porch size currently built in Windstone, which historically has been in the 12' x 16' range. Although request for additions larger than 12' x 16' will be considered, they will be reviewed with respect to aesthetic and general visual impact on the community to protect property values. In many cases, the maximum size will be determined by the twenty-five foot property line set back restriction set forth in the local building code.

Specifications: Location

1. Construction of three season porch additions will only be allowed on the rear exterior wall of the dwelling and must be attached to the structure.
2. Detached porches will not be permitted.
3. Specific positioning and location of the addition will be at the discretion of the homeowner subject to review and approval by the Board of Directors with respect to aesthetic and general visual impact on the community.

Homeowner's Responsibilities

Throughout project implementation it will be the homeowner(s) responsibility to ensure that all work done on their behalf will be in compliance with, and adherence to, all regulatory statues, local building codes, and the Windstone By-Laws and Rules and Regulations, including but not limited to the following:

1. It is the responsibility of the homeowners, prior to the commencement of construction, to acquire a certificate of insurance from the primary construction contractor, verifying that the company is appropriately insured with regards to general liability, workman's compensation, and property damage insurance.
2. A copy of the insurance certificate must be submitted to the property manager prior to the start of construction.
3. It is the responsibility of the homeowner to insure that all local building related permits are obtained and posted during construction.

10.3
THREE-SEASON PORCH ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Homeowner's Responsibilities (Continued)

4. All clean-up, repair, restoration, and associated cost resulting from work performed, or any damage incurred, to the homeowners property, abutters property, or any common area, during the course of the construction project, caused directly or indirectly by the homeowner(s), general contractor, subcontractor, or their assignees is the sole responsibility of the homeowner(s), including but not limited to the following:
 - Existing roofing, siding, and trim.
 - Landscaping, grading, and drainage.
 - Irrigation systems – including the rerouting or any other modifications, for example, a change of sprinkler heads.
 - Driveways.
 - Road surfaces.
 - Common land.
5. Refuse containers, dumpsters, construction equipment, and building materials stored on the property during construction must be removed within forty-eight hours of completion of the project.
6. All arrangements for, and cost associated with, the clean up and disposal of construction material, demolition debris, and other refuse is the sole responsibility of the homeowner(s).
7. It is the homeowner(s) responsibility to assure that at no time during construction are the ingress or egress to common areas such as driveways, sidewalks, and common area paths in any way blocked or limited by construction vehicles, building materials, or refuse containers.
8. At no time should any work being implemented within the common area hinder or interfere with normal landscaping and or other maintenance operations.

10.4
LAMP POST/LAMP FIXTURE PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Specifications

1. New lamp posts and fixtures must be similar in appearance to existing lamp posts and fixtures in Windstone.
2. The location of new lamp posts and fixtures should be in keeping with the location of existing lamp posts and fixtures.

Installation

1. Installation by a licensed electrician is required. The installation must conform to all current local and municipal electrical and building codes and applicable codes as referenced in the most recent National Electric Code.
2. Cost and repair of any damage incurred to the property as a result of the lamp post and fixture installation, now and in the future, will be the sole responsibility of the home owner including but not limited to water, air, or other leaks, damage to the foundation, siding, or any other parts of the structure, concrete walkways, driveways, and landscaping.

Homeowners Responsibilities

1. The homeowner is responsible for all maintenance.

10.5
RADON MITIGATION SYSTEM INSTALLATION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Plan Submission

A detailed design plan including drawings indicating the location of the wall penetration and blower unit in relationship to the exterior wall of the dwelling, along with the name, address, and telephone number of the contractor, must be submitted to the property manager along with a signed copy of this guideline at the time of request submission.

Specifications: Installation

1. Installation by a licensed, certified, properly insured professional Radon System Mitigation Contractor is required. State recommended certification agencies include the National Environmental Health Association and the National Radon Safety Board.
2. The system exhaust fan and vent pipe must be installed on the rear of the home and must not be visible from the street. In the event that architectural, structural, or other physical limitations exist which make installation on the rear of the home problematic, the Board will work collaboratively with the homeowner(s) and Contractor to identify alternative locations.
3. The vent pipe can extend to a maximum of twenty-four inches (24") above the lower edge of the roofline.
4. Where the vent pipe penetrates the dwelling structure, it must be properly sealed to prevent any water and or air leaks.
5. All testing, system purchase, installation cost, expenses for repair of any damage incurred to the dwelling and property as a result of system installation, ongoing maintenance and repair cost now and in the future, including but not limited to water, air or other leaks, damage to the roof, shingles, siding, foundation, or any other parts of the structure will be the sole responsibility of the home owner.

10.6
REAR DECK ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Plan Submission and Use of Professional Services

1. Any proposed building addition or construction project which improves, modifies, or otherwise visibly changes the architectural look and appearance of the requesters home or property will require the preparation of a detailed design plan and complete set of construction drawings including: foundation or structural support plan, floor plan, elevation drawings, schedule of materials, and any other drawing or document as required for completion of the proposed project.
2. A complete set of construction drawings indicating the size and location of the Deck in relationship to the house and property lines and other major features of the property must be submitted to the property manager along with a signed copy of this guideline at the time of request submission.
3. The name, address, and telephone number of the general contractor must also be included at the time of request submission.
4. Use of professional architectural services and or a licensed professional contractor is required for plan preparation and construction.

Specifications: Architectural Design and Appearance

1. Deck designs must be similar in architectural appearance to existing and previously approved Windstone deck additions.
2. The material specification must conform architecturally to the existing aesthetic design characteristics, features, and material specifications for similar additions in the development with respect to:
 - a. Footings, railings, finish, and color.
 - b. Posts balusters.
 - c. Deck surface stairs.

10.6
REAR DECK ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Specifications: Location

1. Construction of deck additions will only be allowed on the rear exterior wall of the dwelling and must be attached to the structure in a manner similar to already existing deck installations and in accordance with appropriate engineering specifications and local codes.
2. Detached decks will not be permitted.
3. Specific positioning and location of the deck addition will be at the discretion of the homeowner(s) subject to review by the Landscape and Architecture Committee and approval by the Board of Directors with respect to aesthetic and general visual impact on the community and the protection of property values.

Specifications: Size

1. It is not the intent of this guideline to place specific size requirements on the deck addition, as this decision will be ultimately made by the homeowner(s) and approved by the Board of Directors. It is recommended, however, that strong consideration be given to design specifications and addition sizes which approximate the average existing deck size currently built in Windstone, which historically has been in the 12'x 12' to 12'x 14' range.
2. Although request for deck additions larger than 12'x 14' will be considered, they will be reviewed with respect to aesthetic and general visual impact on the community, the protection of property value, and the impact on abutters. In many cases, the maximum allowable size will be determined by the twenty-five foot property line set back restriction set forth in the local building code.

Specifications: Building Materials and Specifications

1. Materials must be similar in quality and appearance to other approved deck additions of like kind currently existing in the development.
2. Alternative synthetic and engineered deck and railing materials such as Trex will be allowed subject to Landscape and Architecture Committee review and Board approval.

10.6
REAR DECK ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Specifications: Underlying Ground Surface/Grade Preparation and Drainage

1. All existing sod, grass, planting beds, vegetation, and mulch must be removed in the area directly under the structure and for an additional area no less than twelve-inches outside the overall structure perimeter. The soil in this area will be removed to a minimum depth of two inches below grade and replaced with ¾" crushed stone similar in color and appearance to existing stone currently in place around the foundation perimeter and roof drip line.
2. Appropriate modifications to the grade and drainage system must be incorporated as required to insure proper removal of runoff and elimination of any standing water.

Specifications: Foundation, Footings, and Support Structure

1. Excavated foundations will not be allowed for this type of construction.
2. The deck design must be of raised frame construction such that the bottom of the deck joist is a minimum of 12" above grade. The structure cannot be placed directly on grade.
3. Design must incorporate appropriately sized footings and posts in accordance with proposed deck size, loading considerations, and current local building codes.

Specifications: Railings, Balusters, and Stairs

1. Railings are required when the deck board surface is 30" or more above grade.
2. Railing height must be a minimum of 36" above the deck surface.
3. Balusters are required for all railings and must be mounted vertically.
4. Baluster spacing must meet code.
5. Stairs will be permitted from grade to deck surface so long as designed in accordance with existing building code (i.e. maximum rise of 8 1/4 inches).
6. Stairs with three or more risers are required to have railings.

10.6
REAR DECK ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Specifications: Finish and Appearance

1. Approved deck and stair finishes are as follows:
Penetrating clear wood sealer-preserved and water resistant topcoat is recommended for unstained and pressure treated deck.
2. Stain:
Cabot Oil Deck Stain # 1406 "New Cedar".
Mixing Formula: B-10; C-3Y32; I-1Y; KX-2Y.

Specifications: General Construction

1. Removal of siding and trim must be done so as not to damage the adjacent area.
2. Ledger board and appropriate flashing installation must be done such that the integrity of the exterior wall is maintained.
3. Removal or relocation of any outside plumbing (i.e. silcock) or electrical outlets must be done such that the integrity of the exterior wall is maintained and that all existing penetrations are sealed and the siding restored to original condition.
4. Addition of exterior lighting should not interfere with abutters' privacy or comfort.

Homeowner's Responsibilities

Throughout project implementation it will be the homeowner(s) responsibility to insure that all work done on their behalf will be in compliance with, and adherence to, all regulatory statues, local building codes, and the Windstone By-Laws and Rules and Regulations, including but not limited to the following:

1. It is the responsibility of the homeowners, prior to the commencement of construction, to acquire a certificate of insurance from the primary construction contractor, verifying that the company is appropriately insured with regards to general liability, workman's compensation, and property damage insurance.
2. A copy of the insurance certificate must be submitted to the property manager prior to the start of construction.
3. It is the responsibility of the homeowner to insure that all local building related permits are obtained and posted during construction.

10.6
REAR DECK ADDITION PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE
(Continued)

Homeowner's Responsibilities (Continued)

4. All clean-up, repair, restoration, and associated cost resulting from work performed, or any damage incurred, to the homeowners property, abutters property, or any common area, during the course of the construction project, caused directly or indirectly by the homeowner(s), general contractor, subcontractor, or their assignees is the sole responsibility of the homeowner(s), including but not limited to the following:
 - Existing roofing, siding, and trim.
 - Landscaping, grading, and drainage.
 - Irrigation systems – including the rerouting or any other modifications, for example, a change of sprinkler heads.
 - Driveways.
 - Road surfaces.
 - Common land.
5. Refuse containers, dumpsters, construction equipment, and building materials stored on the property during construction must be removed within forty-eight hours of completion of the project.
6. All arrangements for, and cost associated with, the clean up and disposal of construction material, demolition debris, and other refuse is the sole responsibility of the homeowner(s).
7. It is the homeowner(s) responsibility to assure that at no time during construction are the ingress or egress to common areas such as driveways, sidewalks, and common area paths in any way blocked or limited by construction vehicles, building materials, or refuse containers.
8. At no time should any work being implemented within the common area hinder or interfere with normal landscaping and or other maintenance operations.

10.7
STORM DOOR – FRONT ENTRY PROCEDURE
LANDSCAPE AND ARCHITECTURE COMMITTEE GUIDELINE

Specifications

1. Color: Match existing building color scheme with the idea of maintaining or enhancing property value.
2. Style: Full View.
3. Trim: Black, brass, or white limited to latch and kick plates.
4. Glass: Plain full view glass and conservative decorative etch glass accents similar to Andersen HD 3000 are acceptable. All designs must be submitted for Board of Director approval.

Installation

Installation by a qualified contractor is highly recommended. Repair of any damage incurred to the door frame, trim, or any other items as a result of installation now and in the future will be the sole responsibility of the home owner.