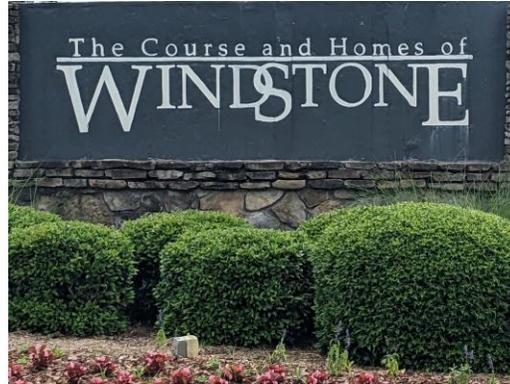




## ARCHITECTURAL REVIEW BOARD



## DESIGN STANDARDS

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# **WindStone**

## **ARCHITECTURAL REVIEW BOARD**

### **DESIGN STANDARDS**

#### **INTRODUCTION**

WindStone residents are committed to maintaining a community offering a unique balance of land uses, and environmental considerations. The molding of the Wind Stone was accomplished with careful attention to the entryway statement, roadway system, and pedestrian paths; with aesthetic concern for streetscapes, architectural standards and landscaping criteria; and with environmental sensitivity for the protection of natural resources.

WindStone will encompass numerous sizes of single-family homes and several style condominiums and townhomes. Each stage of activity will be carefully monitored to assure compatibility with the master plan and guidelines.

We are committed to the preservation and enhancement of the natural endowments of WindStone's 460 acres of natural beauty. Several lakes have been developed' and a large percent of the existing trees on the site will be saved.

The WindStone Residential Association, of which you are an important part, is committed to the specific principles and standards to be observed by all land and homeowners. As evidenced by the design review criteria, we are dedicated to the protection of enduring property values and future improvements. Each detail is carefully formulated to assure an attractive environment for all residents and for the best possible safeguards for continuing appreciation.

Our Architectural Review Board is empowered to maintain the aesthetic continuity of all property within the community. A theme entitled "Casual Elegance" characterizes the personality of WindStone. It is intended to capture the refreshing approach of working with the beauty of the natural environment for a blending of nature with architecture and not settling for a compromising effect, while retaining a breath of flexibility in architectural definition. Every aspect of the community, down to the utilities, has been planned to add to the nature's handiwork rather than detract. Your home at WindStone will reflect the same attention to detail and concern for aesthetics. Single family dwellings, townhomes, and condominiums, all meet the high standards of those who seek quality and understand its worth. Integrity of architecture and construction are the hallmarks of a fine community, and it is our goal that nowhere will they be more evident than at WindStone.

# **ARCHITECTURAL REVIEW BOARD (ARB)**

## **PURPOSE**

One of the most effective methods of assuring the protection of the master land concept, community lifestyle environment, and individual property values is through the establishment of high standards of design review. In order to accomplish this objective, the Architectural Review Board reviews applications and design documents for all new construction, existing home alterations, additions, modifications or changes to existing properties, including landscaping. Each application is evaluated on its own merits with reasonable flexibility for design function and creativity.

## **AUTHORITY**

The authority for the Review Board is set forth by the By-Laws of the Association and the Declaration of Covenants and Restrictions, which are part of the deed to every Lot and/or Parcel. The Board is responsible for carrying out its duties on behalf of all members of the Association for the benefit of the total community.

## **MEMBERS**

The Architectural Review Board shall include three or more members appointed for three-year terms which are staggered to assure continuity from year to year. The Chairman of the Board shall be a member of the Residential Association and on the Board of Directors. Members will be selected to create a balance of lay people and professionals with experience in architecture, construction, and landscaping.

## **MAJORITY VOTE**

Each member of the Architectural Review Board shall have an equal vote, and the majority of all members of the Board shall constitute a decision for approval or denial of an Application. In all cases, however, the Board of Directors of WindStone Residential Association shall have review powers of denied Applicants that are properly appealed.

## **MEETING and COMMUNICATION WITH THE REVIEW BOARD**

The Architectural Review Board shall meet the first and third Tuesdays of each month when necessary to review Applications. When planning your construction, you should allow two weeks for your plans to be reviewed by the Review Board. A complete materials package should be delivered to the ARB no later than 5 p.m. on the first and third Monday of each month. This also applies to any communication with the Architectural Review Board which should be put in writing within the same time frame to be reviewed at their next meeting.

A complete materials package should consist of two (2) copies of house plans, site plans, lot staked for house placement, materials samples, a complete landscape plan, and your deposit check(s). (See page 6 for complete details.) If any portion of the package is missing, the Review Board will not look at the plan until the package is complete.

## **RESPONSIBILITIES**

On behalf of the Association, the Architectural Review Board is empowered to perform the following services.

- a. To establish design review criteria for the protection of enduring property values and to provide the best possible safeguards for continuing appreciation.
- b. To review all Design Review Applications for compliance with design review criteria and with Protective Covenants. Applicants are encouraged to review Part 2, Article 1 of the Covenants.
- c. To assure compatible architectural designs and harmonious relationships with neighboring properties and land uses.
- d. To require high standards of design and quality construction.
- e. To establish and publish fees for the review of Applications as may be required.
- f. To conduct periodic inspections of work in progress and to assure timely completion in accordance with approved plans and specifications.
- g. To assure that all properties are properly maintained as prescribed by the Declaration.
- h. To monitor violations of the design review criteria and notify the Board of Directors of the WindStone Residential Association for appropriate action.
- i. To amend design review criteria as may be required from time to time.
- j. To contact Applicants whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring Applications into compliance with criteria and covenants.
- k. To maintain copies of Applications, design documents, and related records.
- l. To provide recommendations, as required, to the WindStone Residential Association Board of Directors for the improvements of common areas.
- m. To inform members of the WindStone Residential Association regarding activities of the Architectural Review Board and changes in criteria as they may occur.
- n. To provide information as requested to new owners of previously owned houses of the standards that apply to remodeling, fence construction, landscape changes, etc.

# **ARCHITECTURAL REVIEW BOARD POLICIES**

## **POLICY STATEMENT**

Property in WindStone is subject to certain deed restrictions as further defined in the Restrictive Covenants contained in this manual in addition to those covenants which have been recorded.

The Architectural Review board does not seek to restrict individual tastes or preferences. In general, its aim is to avoid harsh contrasts in the landscape and architectural themes of WindStone and to foster thoughtful design so that there is harmony between the residences and their sites. The Review Board intends to be completely fair and objective in the design review process and yet maintain sensitivity to the individual aspects of design.

## **LIMITATION OF RESPONSIBILITIES**

The primary goal of the Review Board is to review the application, plans, specifications, materials, and samples submitted to determine if the proposed structure conforms in appearance and construction criteria with the ARB standards and policy as set forth by the Board. The Board does not assume responsibility for the following:

- a. The structural adequacy, capacity or safety features of the proposed improvement or structure.
- b. Soil erosion, non-compactable or unstable soil conditions, or related drainage issues.
- c. Compliance with any or all building codes, safety requirements, governmental laws, regulations, or ordinances.
- d. Performance or quality of work of any contractor or builder.
- e. Cost of blueprints or any other expenses related to submittals to the Review Board.

## **TIME LIMITATIONS**

After the review and approval by the Review Board, the participating builder must begin construction within twelve months from the date of approval or forfeit all approvals, unless an extension is granted by the Board. In the event of a forfeit, a new Application must be submitted, and approvals obtained before commencement of construction. Reasonable extensions of time may be granted, at the discretion of the ARB Review Board, upon written presentation of specific circumstances.

Once construction has begun, the builder must finish the house within 12 months. Deposits will be forfeited if the "time limitations" set forth in the ARB Guidelines were not met. Upon completion, the homeowner is responsible for contacting the ARB Review Board to request a final inspection and approval to confirm all aspects of the home's exterior is complete and the finished landscaping meets the ARB Guidelines.

Failure to complete the finished home and landscaping within 24 months of the original construction start date is considered a violation and if not corrected, within the period of time established in the

Notice of Violation, daily, accumulative fines may be assessed to the homeowner's HOA account, see **Exhibit D**.

With regard to weather, availability of materials, etc. or any other reasons for a long delay the builder must petition the Architectural Review Board for approval in writing. Failure to do so may result in a fine. New construction must begin within 90 days of signed builder page received by the builder/homeowner, or a new meeting is to be held to determine the cause of the delay and restart the 12-month clock.

Remodels/additions must begin within 30 days, or a new meeting is to be held to determine the cause of the delay and restart the clock. Remodels/additions must be completed within 90 days or a period of time shorter or longer depending on the complexity of the change applied for. This time frame may be extended at the discretion of the ARB committee for forces beyond the control of the homeowner such as weather, natural disasters, damage due to fire, etc.

### **APPLICATION WITHDRAWAL**

An application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing and filed with the Board prior to the review and/or action on the Application. If the application for withdrawal is made after or during the review process, the cost of initial review fee shall be paid by the lot owner.

### **APPEAL**

If an application has been denied, or the approval is subject to conditions which the participating builder feels are harsh, the participating builder may request a hearing before the WindStone residential Association Board of Directors to justify his position. After the hearing, the Board of Directors will review their decision and notify the participating builder and the Review Board of their final decision within (10) days of the hearing.

### **VARIANCES**

All variance requests shall be made in writing. Any variance granted shall be considered unique and not set any precedent for future decisions.

### **CONSTRUCTION REVIEW**

Periodic inspections will be made by the Review Board during construction or at any time thereafter to address any additions or modifications, to determine compliance with the approved design documents and construction guidelines and rules. The Review Board and the Board of Directors of the Residential Association are both empowered to enforce its policy, as set forth in the Declaration and this manual, by any action, including initiating fines, penalties, liens, which may ultimately result in an action in a court of law, in order to ensure compliance.

## **BASIS FOR DISAPPROVAL OF PLANS**

The Review Board shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a. failure of such plans or specifications to comply with any of the Restrictions
- b. failure to include information in such plans and specifications as may have been reasonably requested;
- c. objection to the exterior design, appearance or materials of any proposed Structure
- d. incompatibility of any proposed Structure or use with existing Structures or uses upon other Parcels in the vicinity;
- e. objection to the location of any proposed Structure upon Parcel or with entrance to other Parcels in vicinity;
- f. objection to the site plan of landscaping plan for any Parcel;
- g. objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Structure;
- h. objection to parking areas proposed for any Parcel on the grounds of (1) incompatibility to proposed uses and Structure on such Parcel or (2) the insufficiency of the size of parking areas in relation to the proposed use of the Parcel,
- i. failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel; or
- j. any other matter which, in the judgment of the Review Board, would render the proposed Structure or uses in harmonious with the general plan of improvement of the Property or with Structures or uses located upon other Parcels in the vicinity.

## **DESIGN REVIEW PROCEDURES: A SUMMARY**

The following is an outline of procedures for plan submissions for single-family homes in WindStone:

### **STEP ONE: REVIEW OR DRAWINGS**

The participating builder / owner must rough stake the proposed house location and submit a complete application package consisting of the following:

- a. Builder's Deposit of \$1,500.00 to be made payable to WindStone Residential Association;
- b. Homeowner's Deposit of \$500.00 to be made payable to the WindStone Residential Association;
- c. Floor Plans (2 sets, one of which will be returned to you);

- d. Exterior elevations;
- e. Site Plan of property (2 sets);
- f. Rough staking of house corners completed;
- g. Landscaping Plan designed and prepared by local nursery or professional showing quantity and size of plants (self-drawn plan will not be acceptable) (2 sets);
- h. Fully completed Application form indicating all requested materials and color / finish;
- i. Samples of roof shingles, paints, masonry siding, and other exterior materials; and
- j. Any other items requested by the Review Board to assist in their evaluation.

The Board will review all design documents and sample materials and return one set of plans to the participating builder / owner within fifteen (15) days with the appropriate comments.

The board requires an approved field inspection, including a rough stake-out of the building corners as well as the flagging of trees to be maintained outside of the building location, prior to the commencement of any clearing or other construction activity.

The Builder's Bond and the Homeowner's Deposit will be held until final completion and acceptance of the construction by the Review Board. Any charges or penalties due to lack of performance or damages during construction will be deducted and the balance returned within fourteen (14) days of approval based on final inspection by the Architectural Review Board. (See Exhibit D)

### **STEP TWO: OBTAINING BUILDING PERMITS**

Participating builder/owner shall submit approved plans to the Hamilton or Catoosa County Building Department and any other such agencies having jurisdiction. Obtaining required governmental permits shall be the responsibility of the builder/owner.

### **STEP THREE: REVISIONS BY THE BUILDER/OWNER**

The participating builder/owner will notify the Board prior to making any changes to approved plans by turning in a completed change request form (**Exhibit G**) to the ARB for approval prior to making change. Upon completion of construction, the builder/owner will submit a completed Request for Final Inspection form which will act as notification to the Board that the structure is ready for final inspection.

Upon approval of the Board's inspection, the participating builder's construction deposit, minus any charges levied (**See Exhibit D**), will be returned.

# **DESIGN STANDARDS**

## **ARCHITECTURAL GUIDELINES**

All proposed architectural development of WindStone must be approved by the Architectural Review Board. A close and continuing rapport with this Board will provide the earliest approval.

## **ARCHITECTURAL THEME**

The architectural theme for WindStone may best be described as “Casual Elegance,” which is based upon the desire for blending of the architecture with the beauty of the natural environment which has blessed WindStone. The use of indigenous materials such as wood, stone, and water have been carefully and selectively used in a harmonious way to create a unifying and cohesive theme throughout WindStone.

The “atmosphere” of the development is endeavoring toward the “casual” in that an informal and “relaxing” sensation is desired as one experiences and appreciates the architectural style that are “back to the basics.” WindStone endeavors to propagate the blending of the natural beauty with the development of the architecture to avoid the clash of severity of a style and the passiveness of its natural surroundings.

The “elegance” integrated into the development strives toward the concern for detail. This attention in the planning of the architecture and construction demands quality and integrity of its design. A goal of WindStone is the creation of a community which not only supports the wholesome development of the family and meets the needs of the family unity, but also contains aesthetic qualities that are unconventional and are a stride above the average.

## **ARCHITECTURAL DESIGN ELEMENTS**

The following architectural design elements constitute a listing of design techniques which might be incorporated into an architectural design theme to aid in the success and function of the style. However, these suggestions are just that and are to aid an attempt of the designer to maintain a “pure” concept throughout in the architectural style.

- a. Creation of indoor/outdoor living spaces
- b. Decorative architectural fenestration
- c. Generous roof overhangs to shelter structures from sun and rain
- d. Courtyards, patios, decks, etc., to extend indoor living outward and vice versa
- e. Cross-ventilation and an open-air feeling
- f. Clerestories and skylights to bring in natural light and implement air circulation
- g. Interesting relationships to promenades, walks, open spaces, amenities, and parking areas
- h. Maximization of views toward amenities and internal vistas

- i. Unique entry sequences and floor plans
- j. Non-repetitive, visually interesting roof lines
- k. Non-repetitive house designs, or front elevations

## **EXTERIOR COLORS**

The Architectural Review Board is particularly concerned that the overall community image and theme be preserved. Continuity will be maintained in the selection of colors. The use of bright garish color is prohibited, and excessive use of reflective materials is also prohibited.

## **MATERIALS OF CONSTRUCTION**

The basic building materials used in residential construction, in general, should be as few as possible and be well adapted to the climate of the Southeast. Best results are usually attained by limiting selection to materials which will appear indigenous when the home is fully constructed in order for dwellings to blend with and become a part of the natural landscape. If employed in this manner, such materials will afford lasting results of beauty and durability. All materials must be indicated in the major submission to the Architectural Review Board.

- a. Wood is one of the more basic materials. It is durable, easy to work with, and has great visual appeal in its coloring and variation of grain. Because of its favorable reaction from exposure to the sun and rain, it is strongly recommended. Normally accepted varieties include cedar, fir, cypress, redwood and pine. All weather nicely in this climate when properly treated, and various stains or paint can be applied to provide protection from the elements.
- b. Stucco or simulated stucco is durable, needs little maintenance, and can be easily applied in a variety of colors so that will become part of the natural landscape.
- c. Brick is a material that can be successfully used in conjunction with other materials. It ages admirably, is virtually maintenance free, and develops an interesting patina when exposed to local weather conditions.
- d. Stone of a natural variety is an excellent material to use. There are many applications for stone, with the only requirement that it be used tastefully and not become overpowering.
- e. Materials which are **not** acceptable to the Board are as follows:
  - (1) Aluminum siding
  - (2) Vinyl siding
  - (3) Cement coat on block walls (parking) or exposed block wall

## **ROOF PITCHES / MATERIALS**

The Architectural Review Board Guidelines requires that the roofs of residential structures shall be covered with materials of high quality such as wood, clay, slate, or fiberglass shingles. If fiberglass shingles are used, they must have a minimum weight of 240 lbs. per square (100 sq. ft.) and be

guaranteed for a minimum of 25 years. We would prefer “Architectural Shingles” but they are not mandatory. The roofs shall have a minimum pitch 8/12, unless said requirements are waived by the Architectural Review Board.

The Architectural Review Board retains the rights to require highest grade shingles on homes that have predominant roofs; i.e., a house where the first floor is below the road level or a house with a very steep roof slope.

### **MECHANICAL EQUIPMENT, DUCTWORK, GUTTERS, DOWNSPOUTS, AIR CONDITIONING, HEATING, SOLAR PANELS, ETC.**

Gutters and downspouts are to be painted to match the surface to which attached. With prior approval of the Architectural Review Board, they may be painted in such a way as to be used as a major design element, if the color is consistent with the color scheme of the building.

Vents, louvers, exposed flashing, and stacks are to be painted consistent with the color scheme of the building.

### **TEMPORARY BUILDINGS**

Temporary buildings, structures, outhouses, sheds, tents, or trailers are prohibited by the Covenants, except where approved for a reasonable period of time for construction but may not be used as a residence. The Architectural Review Board has determined that such structures must be removed within 30 days after completion of construction of permanent improvements, but in any case, prior to occupancy.

### **FENCES AND WALLS**

Fences can be useful design elements to screen utility areas or other objectionable site elements, stand as a planting backdrop, provide privacy for outdoor spaces, reduced wind and provide sun “pockets” and identify and emphasize entries. **Effective April 13, 2015, fences and walls must be wrought-iron style and not exceed six (6) feet in height, with final discretion left to the ARB based on individual situations.** The fence/wall should attempt to define and create spaces rather than be merely used as a property delineator.

Plantings must be used to soften the fence/wall and its location on the site selected to be unobtrusive from the road and surrounding properties. All fences/walls shall be located to the rear of the house. Low retaining walls may be used on the street side of the site when necessary. All fences are subject to ARB review and approval.

A Homeowner’s Addition form (**See Exhibit H**) must be completed to indicate the design and location of the fence, along with a drawing of the landscape plan for softening fence which faces the road, golf course, and/or neighbors. A deposit check for \$350 (all of which is refundable) made out to WindStone Residential Association must accompany the application. Landscaping must be completed within 60 days of fence or wall completion.

## **SATELLITE DISHES**

A resident may install a single satellite dish, 24” or less in diameter. This applies only to commercial television dishes strictly for private use. Satellite dishes should not be visible from the street and should blend in with the landscaping. The Architectural Review Board must approve the plan before and after installation. Residents must turn in a Homeowner’s Addition form (**See Exhibit H**). No deposit is required.

## **UTILITIES**

- a. Sanitary Sewer and Water: All residences within WindStone are served by underground water and pressurized sewer systems. All single-family residences are required to tap into these systems at taps provided in each Lot. (**See Exhibit H**)
- b. Wells: Wells are not allowed.
- c. Septic tanks are not allowed.
- d. Heating/Air Conditioning: WindStone provides underground electrical and natural gas services on each lot. Heating is generally by use of gas furnaces or electric heat pumps. Central air conditioning shall be incorporated by means of a separate system or by the heat pump system. Units should be located in inconspicuous places on the back sides of the house and are required to be screened with a material similar to the house facades or landscaping.
- e. Passive Solar Heating: Designs are not forbidden but will be reviewed by aesthetic impact on the architecture.
- f. Electric, Telephone, Television Cable: All of these utilities are served underground to individual lots and shall be taken to the house and any outbuildings as required underground. Meter boxes shall be located in inconspicuous areas on the house and covered as allowed by building codes. T.V. antennas of any type, satellite disks of any kind, and other electronic hardware or receiving units will not be permitted, unless approved by the Board.

## **REAL ESTATE SIGNS**

All realtors are required to use signs specific to WindStone. The signs cannot exceed 18x24 outlined and must be printed with a charcoal gray background with cream color lettering and may have a slot for riders.

No lead signs will be allowed within WindStone other than the above-mentioned “For Sale” sign. An exception is made on the day of an open house for an additional sign at the home to indicate that an ‘open house’ is taking place.

**BUILDING RESTRICTIONS FOR  
Meadowlands I & II, Lake Haven I, II, III, & IV, Creeks of Windstone,  
Fountain Oaks I & II, The Fairways, Golf Course Village, The Overlook,  
The Pines, The Village I, I & III, The Woodlands and Whisper Creek  
Developments**

**BUILDING HEIGHT.** The height of any building shall not be any more than three (3) stores (excluding basement) or thirty-five (35) feet in height, which is measured from the finished first floor elevation to the highest point of the roof. Chimney heights may exceed the limitation.

**SETBACK AND SQUARE FOOT RESTRICTIONS (See Exhibit B)**

**THE MEADOWLANDS** shall have the following restrictions:

1. No dwelling shall be erected in the Meadowlands within the following Front, Rear or Side yards:
  - a) Front Yard: There shall be on each Lot a Front Yard of minimum depth of thirty-five (35) feet. Front setbacks are measured from property line, not curb. Corner Lots shall be treated as having one (1) Side Yard of a minimum depth of twenty-five (25) feet. Lots that back on to public areas of WindStone Drive are to be considered as having two fronts.
  - b) Rear Yard: There shall be on each Lot a Rear yard of minimum depth of twenty-five (25) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: there shall be on each side on each Lot a Side yard of minimum depth of seven (7) feet. The other side yard minimum depth will be recorded with the deed on each Lot.
2. The following square footage and building configurations are the minimums.
  - a) One Story: 1,600 square feet. No square footage allowed for basement space, decks, or garages.
  - b) One and One-Half Story and Two Story: At least 1,800 total square feet, with a first floor (main level) minimum of 1,000 square feet. No square footage allowed for basement space, decks, or garages.

**MEADOWLANDS II.**

Each Lot within Meadowlands II shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single-family residential use.

2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear, or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard of minimum depth of thirty-five (35) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of WindStone Drive are to be considered as having two fronts.
  - b) Rear Yard: There shall be on each Lot a Rear Yard of minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard of minimum depth of seven (7) feet.
4. No dwelling shall occupy more than 25 percent of its lot area.
5. The following square footage and building configurations are the minimums:
  - a) One Story: 1,600 square feet. No square footage allowed for basement space, decks, or garages. Garage must be on main (first) level.
  - b) One Story: If garage is located on lower level (basement), the minimum square footage shall be 1,800 square feet. No square footage allowed for basement space, decks or garages.
  - c) One and One-Half Story and Two Story: At least 1,800 total square feet, with a first floor (main level) minimum of 1,000 square feet. No square footage allowed for basement space, decks, or garages.

**LAKE HAVEN and LAKE HAVEN II & III** shall have the following restrictions:

1. No dwelling shall be erected in Lake Haven within the following Front, Rear, or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard minimum depth of thirty-five (35) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of WindStone Drive are to be considered as having two fronts. A corner lot shall be treated as having two (2) Front Yards.
  - b) b. Rear Yard: There shall be on each Lot a Rear yard of minimum depth of thirty (30) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side yard of minimum depth of (10) feet.
2. The following square footage and building configurations are the minimums:
  - a) One Story: 2,000 square feet. No square footage allowed for basement space, decks are garages. Garage must be on main (first) level.

- b) One Story: If garage is located on lower level (basement), the minimum square footage shall be 2,500 square feet. No square footage allowed for basement space, decks, or garages.
- c) One and One-Half and Two Story: At least 2,500 total square feet, with a first floor (main level) minimum of 1,250 square feet. No square footage allowed for basement space, decks, or garages.

#### **LAKE HAVEN IV.**

Each Lot within Lake Haven IV shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions.

1. All dwellings on any Lot shall be limited to single-family residential use.
2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear, or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard of minimum depth of twenty (20) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of WindStone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards, with each having a minimum depth of twenty (20) feet; with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard of minimum depth of twenty-five (25) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard minimum depth of ten (10) feet.
4. No dwelling shall occupy more than 25 percent of its Lot area.
5. The following square footage and building configuration are the minimums:
  - a) One Story: 2,000 square feet. No square footage allowed for basement space, decks or garages.
  - b) One Story: If Garage is located on lower level (basement), the minimum square footage shall be 2,500 square feet. No square footage allowed for basement space, decks, or garages.
  - c) One and One-Half and Two Story: At least 2,500 total square feet, with a first floor (main level) minimum of 1,250 square feet. No square footage allowed for basement space, decks, or garages.

## **CREEKS OF WINDSTONE.**

Each Lot within The Creeks of WindStone shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions.

1. All dwellings on any Lot shall be limited to single-family residential use.
2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot of Front Yard of minimum depth of thirty-five (35) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) front yards; with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear yard of minimum depth of thirty (30) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard of minimum depth of fifteen (15) feet.
4. No dwelling shall occupy more than 25 percent of its Lot area.
5. The following square footage and building configurations are the minimum:
  - a. One Story: 2,000 square feet. No square footage allowed for basement space, decks or garages. Garages must be on main (first) level.
  - b. One Story: If garage is located on lower level (basement), the minimum square footage shall be 2,500 square feet. No square footage allowed for basement space, decks, or garages.
  - c. One and One-Half and Two Story: At least 2,500 total square feet, with a first floor (main level) minimum of 1,250 square feet. No square footage allowed for basement space, decks, or garages.

## **CREEKS PHASE II**

Each lot within WHISPER CREEK PHASE I –Lots 551-556(marketed as CREEKS PHASE II) shall be subject to the following covenants which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any lot shall be limited to single-family residential use.
2. No dwelling on any lot shall exceed (a) a height on thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground (whichever of (a) or (b) is lower).

3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each lot a Front Yard minimum depth of twenty (20) feet.
  - b) Rear Yard: There shall be on each lot a Rear Yard a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each lot a Side yard a minimum depth of eight (8) feet.
  - d) Subject to all general notes listed on the recorded plat dated October 12, 2006, and titled "CREEKS PHASE II" (on file in the WRA office).
4. The following square footage and building configurations are the minimums:
  - a) One Story: 2,250 square feet. No square footage allowed for basement space, decks, or garages.
  - b) One and One-Half and Two Story: At least 2,800 total square feet, with a first floor (main level) minimum of 1,600 square feet. No square footage allowed for basement space, decks or garages.

### **FOUNTAIN OAKS**

Each Lot within Fountain Oaks I shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions;

1. No dwelling shall be erected in Fountain Oaks within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot in Fountain Oaks a Front Yard of minimum depth of forty (40) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of WindStone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard of minimum depth of thirty-five (35) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard of minimum depth of fifteen (15) feet.
2. The following square footage and building configurations are the minimums:
  - a) One Story: At least 2,250 total square feet. No square footage allowed for basement space, decks, or garages. Garage must be on main (first) floor level.
  - b) One Story: If garage is located on lower level (basement), square footage must be 2,800. No square footage allowed for basement space, decks, or garages.

- c) One and One-Half Story and Two Story: At least 2,800 square feet with a minimum of 1,400 square feet on the first floor. No square footage allowed for basement space, decks, or garages.

## **FOUNTAIN OAKS II.**

Each Lot within Fountain Oaks II shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions.

1. All Dwellings on any Lot shall be limited to single-family residential use.
2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard of minimum depth of forty (40) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards; with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard of minimum depth of thirty-five (35) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (2) feet.
  - c) There shall be on each side of each Lot a Side Yard of minimum of ten (10) feet.
4. No dwelling shall occupy more than 25 percent of its Lot area.
5. The following square footage and building configurations are the minimums:
  - a) One Story: At least 2,250 total square feet. No square footage allowed for basement space, decks or garages. Garage must be on main (first) floor level.
  - b) One Story: If garage is located on lower level (basement), square footage must be 2,800. No square footage allowed for basement space, decks, or garages.
  - c) One and One-Half and Two Story: At least 2,800 total square feet with a minimum of 1,400 square feet on the first floor. No square footage allowed for basement space, decks, or garages.

## **THE FAIRWAYS.**

Each Lot within the Fairways shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single-family residential use.

2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard a minimum depth of twenty (20) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards; with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard a minimum depth of twenty (20) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard a minimum depth of seven (7) feet.
4. A twenty-two (22) foot ingress-egress right-of-way and utility easement is granted to Lots 87, 88, 89, 90, and 91. Maintenance of drive is the equal responsibility of the owners of Lots 87, 88, 89, 90, and 91, if access to Lot is through the easement.
5. Lots 90 and 93 have a fifteen (15) foot minimum setback adjoining the Fairways townhome property. Lot 92 has a ten (10) foot minimum rear setback.
6. No dwelling shall occupy more than twenty-five (25) percent of its Lot area.
7. The following square footage's and building configurations are the minimums:
  - a) One Story: At least 1,750 total square feet. No square footage allowed for basement space, decks or garages. Garage must be on main (first) floor level.
  - b) One Story: If garage is located on lower level (basement), the minimum square footage must be 2,000 square feet. No square footage allowed for basement space, decks, or garages.
  - c) One and One-Half and Two Story: At least 2,000 total square feet, with a first floor (main level) minimum of 1,200 square feet. No square footage allowed for basement space, decks or garages.

### **THE FAIRWAYS TOWNHOMES:**

Upon the dissolution of the Fairways Town Home Homeowners' Association (Georgia residents and/or Tennessee residents, as the case may be or occur), such homeowners are bound by the WindStone Architectural Review Board Design Standards and Guidelines as set forth herein, as well as any and all WindStone Covenants and Restrictions. Any and all changes and/or modifications made to the dwelling unit of any individual townhome owner shall be done so at the approval of the Architectural Review Board.

Any updates or changes to paint color shall be brought before the Review Board and will not be allowed without the general consensus of homeowner approval as well as approval of the ARB. Any roof repair and / or replacement shall be with ARB approval using GAF, 40-year, architectural shingles in pewter gray color, the same type and color of roofing used on both sides of the Fairways townhomes

All Fairways townhome property owners are herein bound by any and all decisions by the Architectural Review Board regarding decisions made concerning aesthetic changes to said units.

Any Violation of this section or any part of these Design Standards and Guidelines by any townhome owner within the Fairways development shall be subject to a penalty assessment as deemed appropriate by the ARB and at its sole discretion.

### **THE OVERLOOK.**

Each Lot within The Overlook shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single-family residential use.
2. No dwelling on any Lot shall Exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projection but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard a minimum depth of twenty-five (25) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards; with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard a minimum depth of twenty-five (25) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard a minimum depth of eight (8) feet.
4. No dwelling shall occupy more than twenty-five percent of its Lot area.
5. The following square footage's and building configurations are the minimums:
  - a) One Story: At least 1,800 total square feet. No square footage allowed for basement space, decks or garages. Garage must be on main (first) floor level.
  - b) One Story: If garage is located on lower level (basement), the minimum square footage must be 2,250 square feet. No square footage allowed for basement space, decks, or garages.

- c) One and One-Half and Two Story: At least 2,250 total square feet, with a first floor (main level) minimum of 1,200 square feet. No square footage allowed for basement space, decks, or garages.

### **GOLF COURSE VILLAGE**

Each Lot within The Golf Course Village shall be subject to the following covenants, which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to a single-family residential use (check with the ARB for exceptions).
2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear, or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard a minimum depth of twenty-five (25) feet. Front setbacks are measured from property line, not curb. Corner Lots shall be treated as having two (2) Front Yards, with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard a minimum depth of twenty-five (25) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard a minimum depth of eight (8) feet.
4. The following square footage and building configurations are the minimums:
  - a) One Story: At least 1,800 total square feet. No square footage allowed for basement space, decks or garages. Garage must be on main (first) floor level.
  - b) One Story: If a garage is located on lower level (basement), the minimum square footage must be 2,250 square feet. No square footage allowed for basement space, decks, or garages.
  - c) One and One-Half and Two Story: At least 2,250 total square feet, with a first floor (main level) minimum of 1,200 square feet. No square footage allowed for basement space, decks, or garages.

### **THE WOODLANDS.**

Each lot within The Woodlands shall be subject to the following covenants which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single-family residential use.

2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard a minimum depth of twenty (20) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards; with each having a minimum depth of twenty (20) feet; and with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard a minimum depth of twenty (20) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard a minimum depth of ten (10) feet.
  - d) No dwelling shall occupy more than twenty-five (25) percent of its Lot area.
4. Subject to all general notes listed on the recorded plat dated 8/23/96 and titled "THE WOODLANDS AT WINDSTONE" (on file in the WindStone information center); and the following exceptions:
  - a) If lot 314 faces Wisley Way, all four sides will be 20 feet.
  - b) Lot 314's driveway may enter from Wisley Way or WindStone Drive only.
  - c) Lots 315,316, and 317's driveway must enter from WindStone Drive only.
5. The following square footage and building configurations are the minimums:
  - a) One Story: At least 2,250 square feet. No square footage allowed for basement, space, decks, or garages.
  - b) One Story: If garage is located on lower level (basement), the minimum square footage shall be 2,500 square feet. No square footage allowed for basement space, decks, or garages.
  - c) One and One-Half and Two Story: At least 2,800 total square feet, with a first floor (main level) minimum of 1,400 square feet. No square footage allowed for basement space, decks, or garages.

**The VILLAGE AT WINDSTONE.**

Each lot within The Village Phases I, II & III shall be subject to the following covenants which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single-family residential use.

2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever of (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard minimum depth of ten (10) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards; with each having a minimum depth of ten (10) feet; and with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yard: There shall be on each Lot a Rear Yard a minimum depth of twenty (20) feet. (On Lots 319 through 326, if the depth of the house to be built allows, the rear setback shall be increased from 20 feet to 25 feet.)
  - c) Side Yard: There shall be on each side of each Lot a Side Yard a minimum depth of five (5) feet.
  - d) Subject to all general notes listed on the recorded plat titled “THE VILLAGE AT WINDSTONE” (on file in the Windstone Information Center).
4. The following square footage and building configurations are the minimums:
  - a) One Story: At least 1,750 square feet. No square footage allowed for basement space, decks, or garages. Garages must be on the main (first) floor level.
  - b) One Story: If garage is located on lower level (basement), the minimum square footage shall be 2,000 square feet. No square footage allowed for basement space, decks, or garages.
  - c) One and One-Half and Two Story: At least 2,000 total square feet, with a first floor (main level) minimum of 1,000 square feet. No square footage allowed for basement space, decks or garages.
5. Landscape requirements:
  - a) All front yard grass area must be sodded.
  - b) All golf course lots will require some landscaping on the rear of the house. The rear landscaping will be part of the master landscape plan to be presented to the Architectural Review Board for approval.
6. Removal of any tree over 4 inches in diameter must be approved by the Architectural Review Board. The fine for each tree removed without permission will be replaced with a 10’ tree with the cost deducted from your ARB deposit.
7. Driveways, from curb to turnaround, will have a maximum width of Twenty (20) feet.

8. Purchasers of Lots 318 through 327 will sign a “hold Harmless” document at closing that releases WindStone Golf Club from any potential liability for any damages that might be caused by golf balls.
9. Protective screens or nets are not allowed in back yards of golf course lots.
10. On Lots 318 through 328, no fences will be allowed unless required by governmental code.

**The PINES AT WINDSTONE.**

Each lot within The Pines shall be subject to the following covenants which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single-family residential use.
2. No dwelling on any Lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground [whichever or (a) or (b) is lower].
3. No dwelling shall be erected within the following Front, Rear or Side Yards:
  - a) Front Yard: There shall be on each Lot a Front Yard a minimum depth of twenty-five (25) feet. Front setbacks are measured from property line, not curb. Lots that back on to public areas of Windstone Drive are to be considered as having two fronts. Corner Lots shall be treated as having two (2) Front Yards; with each having a minimum depth of twenty-five (25) feet; and with all remaining boundaries to be considered as Side Yards.
  - b) Rear Yards: There shall be on each Lot a Rear Yard a minimum depth of twenty-five (25) feet. Where the rear of a Lot does not adjoin another Lot, the Rear Yard shall have a minimum depth of twenty (20) feet.
  - c) Side Yard: There shall be on each side of each Lot a Side Yard a minimum depth of eight (8) feet.
  - d) No dwelling shall occupy more than twenty-five (25) percent of its lot area.
  - e) Subject to all general notes listed on the recorded plat dated 4/28/97 and titled “THE PINES AT WINDSTONE” (on file in the WindStone information center).
4. The following square footage and building configurations are the minimums:
  - a) One Story: At least 1,850 square feet. No square footage allowed for basement space, decks, or garages. Garages must be on the main (first) floor level.
  - b) One Story: If garage is located on lower level (basement), the minimum square footage shall be 2,100 square feet. No square footage allowed for basement space, decks, or garages.

- c) One and One-Half and Two Story: At least 2,100 total square feet, with a first floor (main level) minimum of 1,000 square feet. No square footage allowed for basement space, decks or garages.

**WHISPER CREEK PHASE II**

Each lot within Whisper Creek Phase II shall be subject to the following covenants which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on Lots 603-691 shall be limited to single-family residential use. No lots may be further subdivided for additional home sites.
2. Lots 701-726 shall be limited to multi-family attached residences, either townhomes or condos.
3. No dwelling on any lot shall exceed (a) a height of thirty-five (35) feet above the finished first floor elevation (including roof projections but excluding chimneys) or (b) three (3) stories, excluding the basement, above the ground (whichever of (a) or (b) is lower).
4. The following construction minimum setbacks and square footage minimums shall be required

<u>PRODUCT</u>	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>	<u>SQ. FT. MINIMUM</u>
Garden Lots	5 feet	5 feet	15 feet	1,700 square feet
Carriage Lots	5 feet	5 feet	15 feet	1,800 square feet
Townhomes	5 feet	5 feet	15 feet	1,900 square feet
Creek Front Lots	15 feet	7 feet	20 feet	2,250 sq. ft. (1 story) 2,800 sq. ft. (2 story)

5. All lots are subject to general notes on the recorded plats dated September 27, 2007 in the Hamilton County, and October 8, 2007 in Catoosa County, and title Whisper Creek Phase II (on file at Ival Goldstein Properties office).
6. All lawns must be of fescue sod.
7. No garages may face the main road, Holden Farm Place (except Lot 654).
8. Street sidewalks four feet wide are required in the front of all homes and townhomes. Construction and cost are the responsibility of builder/owner.
9. Mailbox of designated design is required on all homes.
10. All home and landscape plans must be presented to the Whisper Creek Architectural Review Board (ARB) for approval prior to presentation to the WindStone ARB.
11. Approved fences are shown on Exhibit P & Q and must be presented to the Whisper Creek Architectural Review Board for approval prior to presentation to the WindStone ARB.

## **GENERAL CRITERIA**

No structure of any kind, including fences in excess of six (6) feet high, shall be permitted in any building setback area, drainage easement, or on a property line. If hard surfaces are used, such as concrete or brick, they must provide adequate drainage provisions to accommodate a heavy downpour. All drives shall be concrete or pea-gravel-surfaced concrete and shall provide a substantial apron at the road edge. The drive must be ten to twelve feet wide and should meet the road with a five-foot (5') radius at each corner. Drives located close to a property line must be screened within the property. Parking must be adequate for two guest cars.

### **SWIMMING POOLS**

Swimming pools design and construction details must be submitted for review and approval by the Architectural Review Board. Details pertaining to privacy or visual separation must be included with the submittal.

No screening of a pool may be extended beyond a line extended and aligned with the side walls of the dwelling unless approved by the Architectural Review Board. Pool screening may not be visible from the street in front of the dwelling. No swimming pool shall exceed two (2) feet in height above the ground elevation adjacent to the pool and / or the natural ground elevation of the parcel. Any bath house and appurtenant pump house shall be approved by the Architectural Review Board.

All construction must be completed on any swimming pool within six (6) months from the date construction begins. All fencing (required by law and/or local ordinances) must be installed and completed before water is placed in the completed pool. A permanent fence of wrought-iron style, not exceeding six (6) feet in height, must be installed within four (4) months of water being placed in the pool. The ARB has final discretion based on individual situations.

The fence/wall should attempt to define and create spaces rather than be merely used as a property delineator. Plantings must be used to soften the fence/wall and its location on the site selected to be unobtrusive from the road and surrounding properties. All fences/walls shall be located to the rear of the house. Low retaining walls may be used on the street side of the site when necessary. All fences for each home are subject to the ARB review and approval process. Violation of any of the above is subject to a penalty assessment unless prior ARB written approval is received by the Review Board.

### **PATIO AND DECKS**

Patios should generally be located in Rear Yards; however, Front and Side Yard locations will be evaluated according to their individual merits. Decks and terraces should be designed to be any extension of the architecture and provide a transition from the house to the yard and / or garden.

Materials should have natural weathering qualities such as brick, wood, stone and concrete.

A Homeowner's Addition form (**See Exhibit H**) must be submitted to the Architectural Review Board for deck additions or extensions.

### **GARBAGE AND TRASH CONTAINERS**

All garbage and trash containers shall be located at the Rear or Side Yard of the structure served and may be located within an acceptable screened or walled-in area so the enclosed area is not visible

from any street or adjoining property. Sanitary, capped containers will be required. Beige wheeled containers are suggested to maintain neighborhood continuity.

No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers; and except during pick-up day, all containers shall be kept within an enclosure of kept from view.

## **MAILBOXES**

All mailboxes installed are subject to approval by the Architectural Review Board. Mailboxes shall be in conformance, including design and materials, with the attached detailed drawing(s) provided by the Architectural Review Board (**See Exhibit C**).

The mailbox posts and supporting bracket shall be treated wood and align with the standard design as shown in the Exhibit C drawing. The mailbox (which includes a photocell controlled light fixture) shall be provided by each homeowner in a location approved by the Architectural Review Board.

The installation of the mailbox shall include the required utilities to serve the light fixture. Any maintenance required of the mailbox and/or light fixture for its proper operation shall be the responsibility of the homeowner.

## **GARAGE/YARD SALES AND ESTATE SALES**

All garage/yard sales and estate sales are strictly prohibited within WindStone by the Architectural Review Board as well as being set forth in the WindStone Covenants & Restrictions. Sales of this sort detract from the overall aesthetic beauty and peace of the community as a whole and are subject to a penalty assessment to be levied by the WindStone Residential Association Board of Directors and/or by the Architectural Review Board as set forth herein. Based on individual situations, estate sale exemptions are left to the ARB's final discretion.

## **LANDSCAPE REQUIREMENTS**

### **LANDSCAPING**

Perhaps the most important aspect of a successful site plan, the planting budget is money well spent to increase the value and appeal of your new home. Landscape improvements are suggested to be 2 to 3 percent of total home and lot costs. Finished landscaping, including, but not limited to, a sodded lawn, must be completed within 24 months of the construction start date.

Your landscape plan can be practical as well as attractive. On a wooded site, protecting and planting trees decreases temperature impacts of seasonal extremes, while at the same time provides privacy and beauty.

### **PLANTING APPROACH**

The landscaping plan itself should sufficiently screen utility areas, break up the foundation of the building, buffer driveways and parking areas adjacent to property lines, and provide cover for areas disturbed during construction. Plants for screening should be appropriate and of sufficient size and spacing to ensure an adequate buffer within a year or two. Foundation plantings, likewise, should be

able to screen any crawl spaces under house or decks. Utility uses, such as cutting and vegetable gardens, should be screened or incorporated into the garden so as not to be unsightly.

The cutting of the forest understory may be done to open up views, but should be kept to a minimum leaving the vegetation for buffering, privacy and landscape definition. The cutting of the forest canopy is prohibited, except for removal of dead branches and straggly material for maintenance. In cases where an understory is not present, then the addition of small flowering trees, grouped in clusters, should be in the landscape plan.

Your landscaping approach should be concentrated on plantings adjacent to the house, and especially near the entry. The more ornamental plants, if used correctly, will provide a transition from the natural character of the site to the man-made structure of the home. The groundcovers should begin this transition, which should progress to large shrubs closer to the house. For maximum appeal try to mix textures and colors but do keep the plan simple. A better effect can be achieved from using quantities of a few species rather than a few plants each of many species.

Finally, a word on plant maintenance. A successful landscape for your home should be one that eliminates time consuming maintenance. Pruning should be done with a “light hand” to avoid an over manicured appearance.

## **GRADING AND DRAINAGE**

No grubbing or clearing of any trees shall be commenced on any Lot or Parcel until plans and specifications indicating the scope and location of work have been submitted and approved by the Architectural Review Board. Fill shall not be deposited at any location without prior Board approval. Cut or fill areas shall be replanted with turf or plant materials which will blend with native vegetation. Cuts and fills should be designed to complement the natural topography of the site.

All buildings shall be constructed at a minimum finished floor elevation as established by the developer’s consulting engineer. No building or portion of a site shall be raised or changed to interfere with the flood plain or existing drainage pattern.

Paved areas shall be designed so that surface waters shall be collected at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic or will not create puddles or ponding in paved or swale areas.

## **LANDSCAPING DESIGN STANDARDS AND CRITERIA**

WindStone’s natural terrain offers a unique environment for development. The natural setting should not be disturbed, wherever possible. The participating builder is to leave at least 25 percent of the lot in its natural state, rather than to improve the Lot with sod or nursery materials. Participating builders must submit a landscape plan from a nursery landscape designer or a landscape designer prior to receiving Board approval. See “Construction Approval” form and instructions for submission requirements.

The single-family lots of WindStone must be designed considering the following concepts:

- a) Existing vegetation must be left undisturbed. All trees with a minimum caliper of four inches measured four feet above the ground must be left in place or the owner or

builder must receive written permission from the Board to remove the tree(s). The builder must meet with an ARB representative to tag trees that will not be removed.

- b) Ground areas should not be disturbed by grading unless absolutely necessary. Replanting of disturbed areas must be done at the earliest opportunity to provide for erosion control.
- c) All non-paved areas not in a natural state must be seeded. Grass must be carried to the edge of pavement of all adjacent public and private streets.

## **CONSTRUCTION**

### **CONSTRUCTION SITE CONDITIONS**

All uses and activities shall be so constructed, maintained, and operated so as not to be injurious or offensive to the occupants of adjacent premises by reason of the emission or creation of noise, vibration, smoke, dust, or other particulate matter, toxic or noxious waste materials, odors, fire and explosive hazard, or glare.

No work or activity may begin on Sundays before 10 a.m. in the morning.

All construction sites are to be maintained in a clean and orderly fashion throughout the construction process. Construction materials are to be neatly piled; debris and rubbish are to be contained and periodically removed; tall, unsightly weeds are to be routinely cut back; and streets adjoining a construction site are to be frequently swept clean of sand, dirt, stone, and construction trash. Adjacent properties may not be used for the dumping and/or temporary storage of construction vehicles, debris, dirt, trash or such items.

Mud, Sand, Gravel, Etc. It is understood that by nature, construction sites cannot be spotless. Having said that it is still the builder's responsibility to see that subcontractors and delivery trucks make every effort to avoid tracking mud, etc., onto WindStone's streets. If mud, sand, gravel or the like is deposited on the streets, it must be removed immediately. If not removed, the Residential Association may have the street cleaned at the builder's expense.

No open burning is permitted on the lot at any time including trees that are cleared. All material must be hauled away and dumped. The only exception is: burning of small kindling only is permitted in a 55-gallon drum for a hand fire to keep workers warm between November 1<sup>st</sup> and April 15th.

A portable, temporary type toilet facility will be provided at the construction site for all workers during full duration of construction, and framing may not begin until it is provided. This shall be on the building lot itself and not on any other lot. Appearance and sanitary conditions of the facility may never be offensive.

A construction trailer may be located on a Lot while the actual construction is being carried out. However, the trailer will not be placed within fifteen (15) feet of the front line.

All construction employee and equipment parking will be restricted so as not to interfere with the free passage of traffic through the site.

## **SITE CONDITIONS**

- a) Construction materials and storage shall be contained strictly within the Lot. No material shall be stored or allowed to exist on the roadway or its shoulders. No material or storage shall be placed outside of the construction Lot or on any part of the golf course area.
- b) No dogs, cats, or other domesticated animals or wildlife will be permitted at or on work site without permission of the Architectural Review Board.
- c) Any radio, television, or tape player, if in use on a construction site, must have the volume adjusted so as not to disrupt the peace or other operations of the adjacent neighbors.
- d) The builder shall at all times be responsible for all persons having business at his construction site.
- e) The builder shall provide hay bales to give adequate sediment and erosion control and to prevent the deposition of earth to properties lower than the site and from entering roadways, sidewalks, sewers, and adjacent properties.
- f) A silt fence with hay bales shall be erected and maintained at all disturbed areas to protect soil erosion from occurring on to the roadway or adjacent property. Hay bales are required at entrances on to the lot where the entrance channels storm water flow.
- g) Contractor shall provide sign showing Lot number of property during all phases of construction.

## **LOCATING STRUCTURES ON PROPERTY**

Each home site is unique and will require special consideration. Regardless, it is important for every site to use protective measures during construction. Existing grades, drainage features, and vegetation all need some form of protection. Your contractor will be aware of specific regulations governing construction work and keeping the site presentable. The homeowner should ensure protection for the site by insisting on a few valuable protective measures before construction begins.

First, after determining location of the house on the Lot and tagging of trees, limits of construction should be protected with strategically placed silt fences to ensure equipment and material from damaging plant life. A preconstruction discussion with your builder and the Review Board on site can be valuable for reducing needless damage and removal of the topography and vegetation. Progress reviews are equally valuable to inventory damage and responsibility.

Damage or removal of any trees during construction other than those specifically sanctioned by the Architectural Review Board is a violation of the construction approval and penalties will be assessed including mandatory replacement.

## **DAMAGES**

A homeowner's deposit and builder's bond are required with each Application to cover the cost correct, to its original condition, any uncorrected damages caused during construction by the owner's

contractor(s). Such items include, but are not limited to, neighboring properties, roads, streets, and sidewalks. If no charges are levied, then a full refund of the builder's bond will be made. (See Exhibit D)

The application and review fee of \$150.00 will be deducted from the homeowner's deposit and the remaining amount will be refunded after landscaping is completed according to the approved plan and no additional infractions are levied. The landscaping must be completed within ninety (90) days of occupancy. The maximum time limit to recover this deposit is within two (2) years of construction approval. i.e.: Construction must be completed one (1) year from date of approval. (See Exhibit D).

## RESIDENTIAL SEWER GRINDER PUMP OVERVIEW AND INSTALLATION PROCEDURES

The WindStone community is served by an innovative pressure sewer system which has been specially designed for WindStone by Hensley Schmidt, a large Chattanooga based engineering firm. WindStone's grinder pumps are designed to work with operating head pressure of 150 feet. Exhibit "A" is one of the pumps approved by Rainbro Inc., owners of the sewer system. Only approved pumps may be utilized.

### THE OVERVIEW

#### 1. THE INDIVIDUAL LOT

Each individual home will require a specially designed sewer grinder pump. It comes in three major pieces: the basin, the pump, and the control panel. These major pieces will be installed by the lot owners/contractors sometime after footings start but before landscaping is begun, with the final hook-up normally completed a few days before occupancy. The waste produced in each home will gravity drain into the basin. The basin is approximately five feet high and two and one-half feet in diameter. Inside the basin is a very stout pump and several floats. When fully installed, as the basin fills, it will activate a float, which will start the grinder pump. The pump discharges the waste into a one and one-half inch line which is connected to a sewer junction box located on each lot. As the pump lowers the level in the basin, a low-level switch activated and cuts the pump off.

#### 2. THE SYSTEM WITHIN WINDSTONE

Once the sewage enters the main line, it is pushed along by each Lot owner's pump as they discharge. The sewage is pumped to one of two large municipal-quality pump stations located on the property. These pump stations are larger versions of the individual home owner's basin and pump. The pump stations each have dual 50- or 60- HP motors. They are over twelve feet in diameter, and one is over twenty-two feet deep. All of the sewage is discharged into a City of Chattanooga sewer manhole located approximately one mile from WindStone.

#### 3. THE SYSTEM OUTSIDE WINDSTONE.

The waste from Wind Stone is ultimately processed at The Chattanooga Regional Wastewater Treatment Facility located on Moccasin Bend. Sewer processing fees are set by the City of Chattanooga. Within WindStone, Catoosa County Water and Sewer charges are included on the Catoosa Utility water bill.

## INSTALLATION

### 1. SITE PLANNING

As with a gravity sewer system, the homebuilder and the plumber need to locate the appropriate collection point for the home's sewage. Unlike a gravity sewer system, thought must also be given to two important electrical considerations:

- a) The Alarm Control Box: The alarm control box must be located in an area which is frequented by household residents on a daily basis. Acceptable locations include the garage or laundry room. Note: If there is a problem with the pump, the alarm light will light be indicating a need for service and / or repair.
- b) Distance between Pump Basin and Control Box: The "leads" off the head of the grinder motor are approximately twenty (20) feet long. Wherever possible, the two should be located within these twenty (20) feet to avoid installing an additional junction box between them. However, if the choice comes down to installing the alarm control panel in a visible location and installing a junction box between the grinder pump and alarm control box versus maintaining the twenty-foot distance and having the alarm control box end up in a hidden location, your choice should always be the first; the second would not be acceptable.

In addition, the basin should be located in an area that will allow storm water to pass around it. Please do not locate the basin in an area which will collect storm water. Consulting with your landscaper and / or finish grading contractor will be very important!

### 2. STEP #1 – PLUMBER OR HOMEBUILDER:

Your contractor will need to dig a hole and pour a six-inch thick concrete pad at the location you decide for the basin. He should then contact the Grinder Pump vendor to request the electrical control panel and containment basin. These pieces will normally be delivered within a few working days. After the concrete pad has been completed, the basin must be anchored to the concrete pad with a Hilti type anchor, or a drilled and bolted anchoring system. The plumber will need to tie the home's four-inch main drain line into the basin and run a one and one-half inch high pressure discharge line from the basin to the sewer connection box on the property. There are collars for both the four-inch waste line and one and one-half inch high discharge line which will need to be installed onto the wall of the basin where these lines penetrate it. The discharge line will need to be pressure tested to 150 pounds for 24 hours. Backfilling the basin can be accomplished by several methods, but the best results come from using crushed run gravel up to and including the elevation of the discharge lines. Compacted fill would be suitable, but normally there is insufficient area to use a vibrator without the possibility of damaging the sewer or electrical lines. Uncompacted fill is not suitable from the concrete base to the top of the piping. Settlement of ground around the incoming and outgoing pipes will cause them to break at the basin. Uncompacted fill is suitable from above the piping to finish grade.

### 3. STEP #2 – ELECTRICAL:

Your electrician will need to furnish and install a 30-amp circuit from the home's breaker box to the alarm control panel, which again, is normally located in the garage or a utility room,

but can be located in any area of the house which is regularly visited. If the basin is located within 18-20 feet of the electrical control panel, your electrician will only need to provide a one and one-half inch conduit from the control panel to the basin. If the basin located more than twenty feet from the control panel, your electrician will need to provide conduit and proper type of wire from the control panel to an interior junction box, as well as an empty conduit from the junction box to the basin. Your electrician will also need to install all wiring within the control box using the current electrical schematics which will come with the control panel. The grinder pump comes from the factory with 23- to 25-foot electrical wire “tails” suitable for wiring directly into the electrical control box or an interior junction box.

4. STEP #3 – FINAL HOOK-UP AND START-UP:

After the completion of the above steps, the final hook-up can take place, please contact the Pump Vendor, Industro Equipment, at 894-4541 or Water & Waste Equipment Company at 479-2084, as applicable, and request the SEWAGE GRINDER PUMP, THE FINAL HOOK-UP AND INSPECTION. A specially trained individual will set the pump. In addition, he will either wire it directly into the control panel or, if it is more than eighteen (18) feet from the basin, he will wire it into the junction box provided by the electrician. All power and control wiring will be inspected, and if satisfactory, the manufacturer’s warranty of one year will start. This inspection can be done with or without domestic water being turned on at the house. We strongly recommend that it be turned on at the time of this final inspection so that any debris by any construction trade can be flushed out while the lid is off the basin and fully visible. At the contractor’s option, the water can be immediately turned off after the inspection until the home is occupied.

## **OPERATION**

1. NORMAL OPERATION:

The sewer grinder pump is designed to macerate your waste water much like the garbage disposal in your kitchen sink. Under normal operation the pump will last for many years.

2. ALARM LIGHT:

There is an alarm light located on the electrical control box. If the level of the sewage is either too high or too low, or if there is any other problem within the system, an alarm light located on the top of the electrical control box will flash on and off. If this occurs, you will need to minimize your water usage until the pump can be serviced. For service contact your installer or builder.

3. POWER OUTAGES:

In the event of a power outage, you should minimize your water usage until power is restored. In the event of an extended power outage, each electrical control box is equipped with an external electrical connection so that a portable generator can be attached to it to lower the basin’s level. If you build your house with an emergency generator to power your gas furnace during extended electrical outages, you might also consider wiring your sewer pump as well.

4. **THE WARRANTY, NORMAL PREVENTATIVE MAINTENANCE AND SERVICE CHARGES:**

The sewer grinder pump manufacturer's warranty will begin on the date of the final Inspection described above but you must obtain the final inspection for the warranty to be valid. It is the homeowner's responsibility to provide routine preventative maintenance and repair expenses. The manufacturer's one year warranty does not cover damage to the pump or its parts caused by foreign objects, either by the contractor or the homeowner, including, but not limited to, construction materials, clothing or rags, plastic items, metal or glass objects, feminine napkins, etc. Annual cleaning is suggested to reduce solid build-ups and to maintain pump efficiency.

The homeowner is responsible from day one for anything that happens from their home to the tap at the street and RAINBRO, Inc. is responsible for anything that happens beyond the tap.

RAINBRO, INC. Phone: 423-593-3192 (cell)  
David Hammel, President

For your information, the following companies, among others, have been certified by the Rainbro, Inc. for maintenance and repair of the sewage grinder pumps:

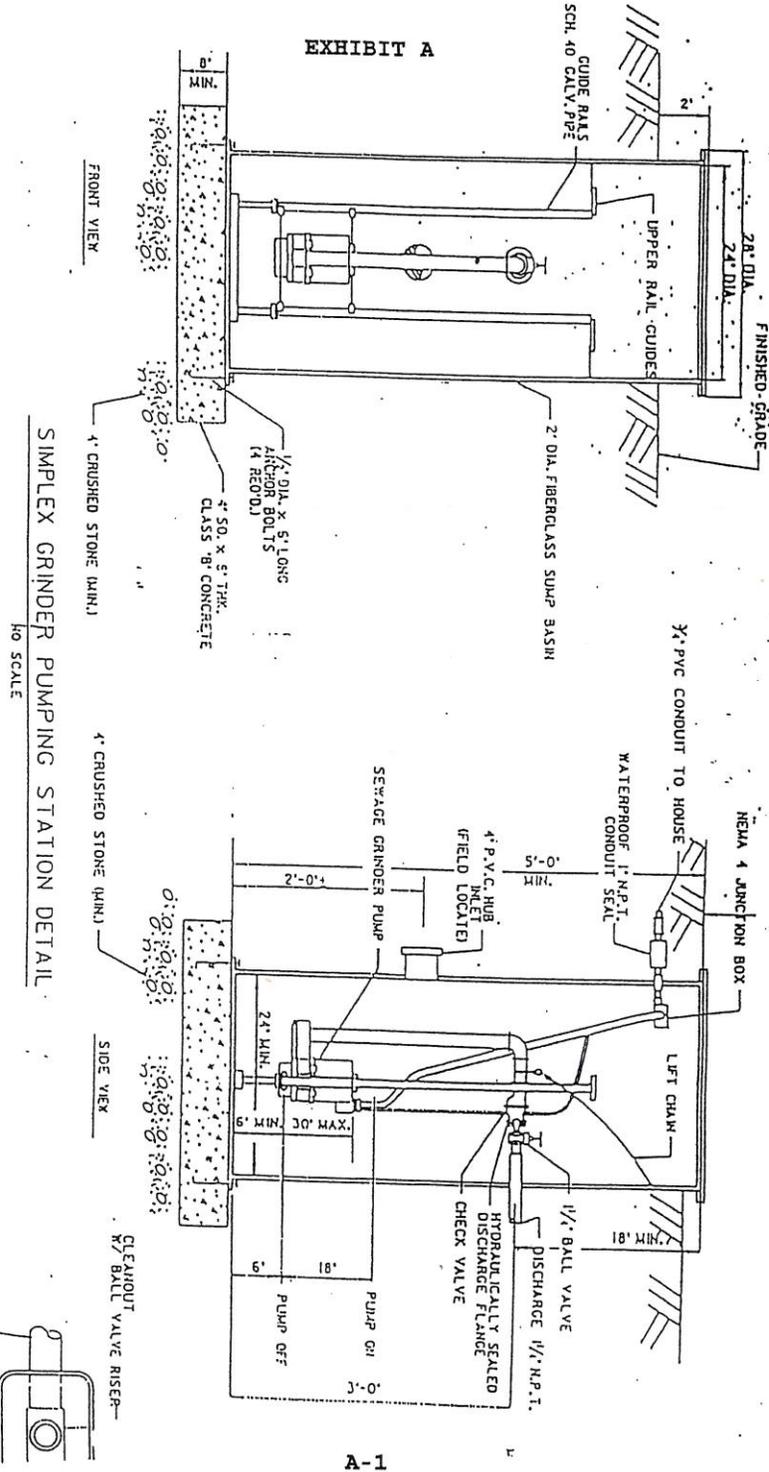
David Smith Plumbing	423-802-2028 (Eric)
Don Dawson	423-635-7999
Roto Rooter, Bill Foxworth	423-855-1212
Water & Waste Equipment	423-479-2084

We hope this information will be useful to you and your contractor. If you have any problems or questions, please let us know.

Thank you.

WINDSTONE RESIDENTIAL ASSOCIATION

EXHIBIT A



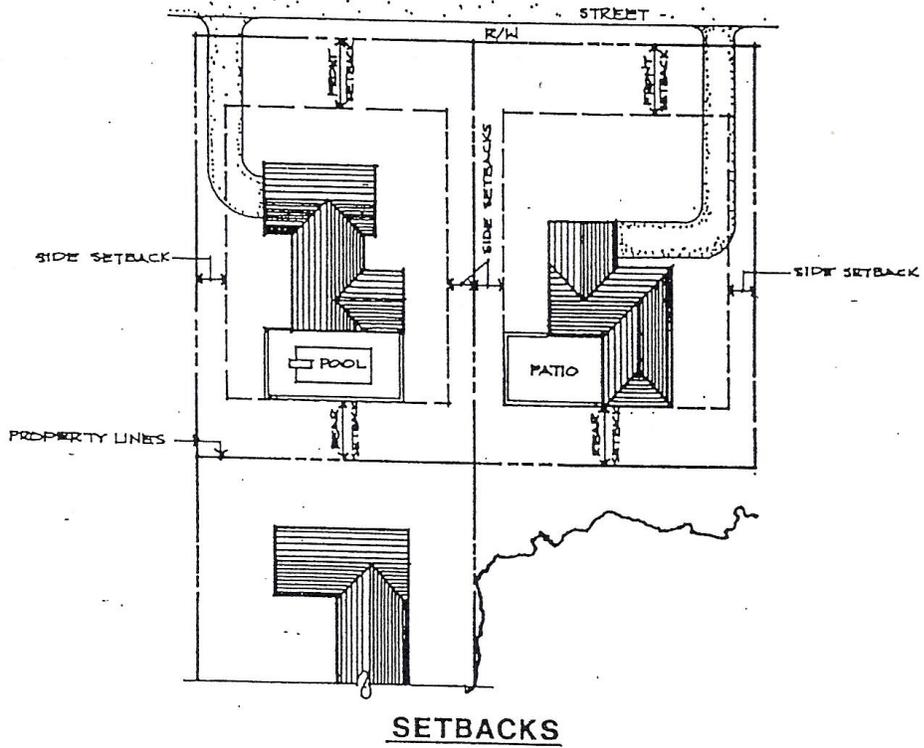
SIMPLEX GRINDER PUMPING STATION DETAIL

NO SCALE

A-1

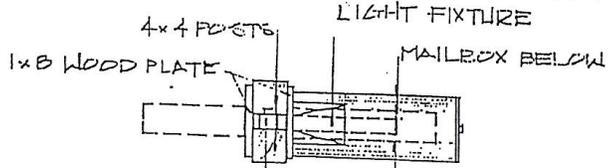
EXHIBIT B

SINGLE FAMILY HOMES



B-1

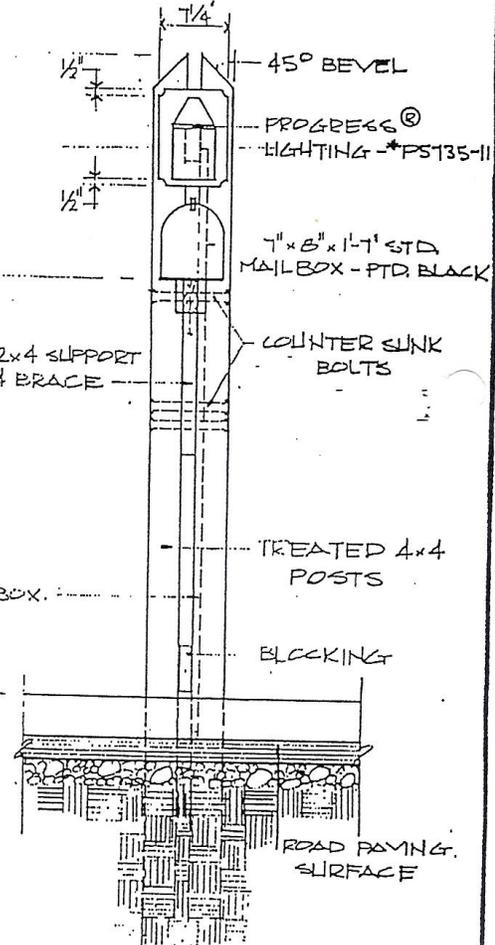
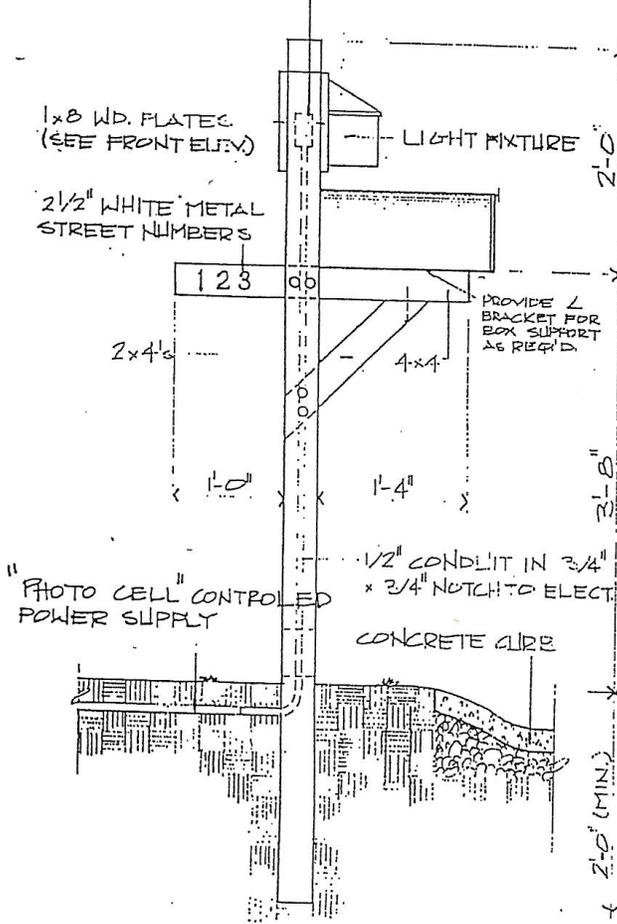
EXHIBIT C



NOTE: All wood shall be pressure treated.

PLAN VIEW

STANDARD GALV. 1/2" x 2/4" ELECTRICAL BOX.



LEFT SIDE ELEVATION

FRONT ELEVATION

MAILBOX DETAIL

## EXHIBIT D

### REVIEW AND CONSTRUCTION DEPOSITS

The participating homeowner is required to submit a total deposit of \$500.00 upon initial application for each home, and the contractor is required to submit a Construction Bond of \$1,500.00. These deposits are held in escrow by the Residential Association until the building is completed and the Architectural Review Board has approved its final inspection. The deposits, as itemized below, are held by the Board to offset the costs incurred in the processing and review of the plans by outside professionals, and to cover the costs incurred by the Developer or Association to repair damage to the properties caused by the participating builder or his subcontractors:

a) Homeowner's Application and Review Fee	\$ 150.00
b) Homeowner's Construction Deposit	\$ 350.00
c) Builder's Construction Bond/Deposit	\$ <u>1,500.00</u>
<b>TOTAL DEPOSIT REQUIRED</b>	<b>\$ <u>2,000.00</u></b>

If no damages or violations of construction guidelines occur from the construction process, no repairs of adjacent properties are required due to damages by the contractor, and all items of the approved Construction and Landscaping Plans are completed satisfactorily and prior to the 24-month deadline; five hundred dollars (\$350.00) will be refunded to the homeowner and fifteen hundred dollars (\$1,500.00) will be refunded to the contractor. If repairs are required, the charges for the repairs shall be deducted from the deposits at the discretion of the Board. The balance of the money will be refunded to the appropriate individual.

### CONSTRUCTION VIOLATION FEES

Damage to roadways, catch basins, back gate:	\$150.00 plus actual cost to repair
Right-of-way not maintained:	40.00 plus actual cost to maintain
Damage to adjacent property:	150.00 plus actual cost to repair
Vehicles parked on other property:	25.00 per day
Vehicles left on job site overnight:	25.00 per day
Street not cleared:	50.00 per incident plus cost to clear
Hay bales needed:	3.00 per bale plus actual cost
Silt fence needed:	120.00 per 300 ft plus actual cost
Repair of silt fence:	50.00 per incident
No portable potty:	45.00 per month plus actual cost
Burning of any kind	250.00 per incident
Excessive trash or dirt piles on site:	25.00 per day
Excessive noise:	50.00 per incident
Animals on job site:	25.00 per day

### HOMEOWNER VIOLATION FINES

If applicable, the following violation fines will be assessed to the homeowner's HOA account.

Incomplete/unfinished landscaping and/or construction:	\$25.00 per day
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EXHIBIT E

WINDSTONE ARCHITECTURAL DESIGN APPLICATION

Lot No. \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Builder: \_\_\_\_\_

Present Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Building Analysis

Property:	_____	Sq. ft.
Air-Conditioned Space (1 <sup>st</sup> Floor):	_____	Sq. ft.
Air-Conditioned Space (2nd Floor):	_____	Sq. ft.
Air-Conditioned Space (Other):	_____	Sq. ft.
Total Net Square Feet	_____	Sq. ft.

Please fill in each of the appropriate items requested for all applicable exterior features indicated. Include color chips, materials, sample of color, product photos, etc., with application.

<u>EXTERIOR FEATURES</u>	<u>COLOR/FINISH</u>	<u>DESCRIPTION</u>
Driveway	_____	_____
Entry Walk	_____	_____
Siding	_____	_____
Stone	_____	_____
Brick	_____	_____
Stucco	_____	_____

<u>EXTERIOR FEATURES</u>	<u>COLOR/FINISH</u>	<u>DESCRIPTION</u>
Foundation	_____	_____
Shutters	_____	_____
Windows/Trim	_____	_____
Entry Door	_____	_____
Garage Door	_____	_____
Roofing	_____	_____
Fascia	_____	_____
Soffit	_____	_____
Gutters	_____	_____
Chimney	_____	_____
Porch/Patio Deck	_____	_____
Fencing	_____	_____
Retaining Wall	_____	_____

The preceding application is submitted for review by the Architectural Review Board of WindStone Residential Association.

Required design documents are attached. I have read and understand the ARB guidelines for which I am applying.

Owner/Builder: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\*Submit ARB forms/paperwork via the WindStone business mailing address (1724 Holden Farm Place, Ooltewah, TN 37376)

EXHIBIT F

WindStone Architectural Review Form  
CONSTRUCTION APPROVAL

Lot: No.: \_\_\_\_\_ Builder/Owner: \_\_\_\_\_

Application Received [ ] Association Dues Current [ ] Deposits Received [ ]

	<u>Not Approved</u>	<u>Approved</u>	<u>Info. Needed</u>
<b>A. Lot</b>			
1. Setbacks (p 13-26)	[ ]	[ ]	[ ]
2. House Location	[ ]	[ ]	[ ]
3. Sidewalks	[ ]	[ ]	[ ]
4. Driveway (p 27)	[ ]	[ ]	[ ]
5. Relationship to Neighbors	[ ]	[ ]	[ ]
6. Landscaping Plan (p 29-30)	[ ]	[ ]	[ ]
[ ] As revised			
[ ] Submit Landscaping Plan showing quantity and size of plants			
[ ] Need additional plants			
[ ] See attached comments on landscape plan			
7. Retaining Walls (p 10)	[ ]	[ ]	[ ]
8. Fences (p10)	[ ]	[ ]	[ ]
9. Pool Location (p 27)	[ ]	[ ]	[ ]
10. Lot Coverage	[ ]	[ ]	[ ]
11. Tree Removal/Retainage	[ ]	[ ]	[ ]
o Keep as many trees as possible			
<b>B. Building</b>			
1. Building Height (p 13)	[ ]	[ ]	[ ]
2. Building Square Footage (p 13-29)	[ ]	[ ]	[ ]
3. Roof Pitch (p 10)	[ ]	[ ]	[ ]
4. Masonry/Veneer (p 9)	[ ]	[ ]	[ ]
5. Building Siding (p 9) Material/Color	[ ]	[ ]	[ ]
6. Foundation material	[ ]	[ ]	[ ]
7. Window Construction	[ ]	[ ]	[ ]
8. Shutters/Color	[ ]	[ ]	[ ]

	<u>Not Approved</u>	<u>Approved</u>	<u>Info. Needed</u>
9. Entry Doors/Color	[ ]	[ ]	[ ]
10. Garage Doors/Color	[ ]	[ ]	[ ]
11. Roofing Material/Color (p 10)	[ ]	[ ]	[ ]
12. Soffit/Facia/Color (p10)	[ ]	[ ]	[ ]
13. Gutter/Color (p 10)	[ ]	[ ]	[ ]
14. Chimney Material/Color	[ ]	[ ]	[ ]
15. Screen Enclosures	[ ]	[ ]	[ ]
16. Mailbox (p 28)	[ ]	[ ]	[ ]
o See Mailbox standard design with light controlled by photo cell			
<b>C. General Review Considerations</b>			
1. Architectural Design (p 8)	[ ]	[ ]	[ ]
2. Similarity/Compatibility to Other Homes	[ ]	[ ]	[ ]
<b>D. Summary of Review</b>			
1. Approved	[ ]	(See note below)	
2. Not Approved	[ ]		
3. Need Additional Information	[ ]	(See note below)	
4. Not Completed	[ ]		

**NOTES:**

- o Approval is based upon approved landscaping plan.
- o Keep property clear of debris and garbage during construction.
- o Provide silt fence during construction.
- o Provide hay bales.
- o Provide portable toilet during construction.
- o No open burning during construction.
- o Keep construction operations within your property lines.

o OTHER: \_\_\_\_\_

**E. Builder/Homeowner Agreement (I have read and understand the ARB guidelines for which I am applying) and Acceptance of Approval Conditions:**

\_\_\_\_\_  
Sign & Date

**F. Statement of Approval:** The Architectural Review Board has found all the Lot and house plans to comply and acceptance with the guidelines and hereby gives construction approval:

\_\_\_\_\_  
Chairman, Architectural Review Board

\_\_\_\_\_  
Date

EXHIBIT G  
MINOR CHANGE APPLICATION FOR BUILDERS

Lot No. \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Builder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Change Description: \_\_\_\_\_  
(Be specific & detailed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Builder/Homeowner Agreement (I have read and understand the ARB guidelines for which I am applying) and Acceptance of Approval Conditions:

\_\_\_\_\_ Sign & Date

Please: (1) Attach sketch of proposed changes (site plan). 90- day time limit on changes.  
and/or (2) Include color chips, materials, sample of color, product photos, etc. with application.  
**Return the completed form to the WRA office (1724 Holden Farm Place, Ooltewah TN 37363)**

=====

ARCHITECTURAL REVIEW BOARD USE

Change Request

[ ] Approved

[ ] Denied

[ ] Conditional Approval

Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Chairman, Architectural Review Board

\_\_\_\_\_  
Date

EXHIBIT H  
HOMEOWNER'S ADDITION APPLICATION

Lot No. \_\_\_\_\_

Date: \_\_\_\_\_

Homeowner's Name: \_\_\_\_\_

Present Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Change Description: \_\_\_\_\_  
(Be specific & detailed)

Homeowner Agreement and Acceptance of Approval Conditions: (I have read and understand the ARB guidelines for which I am applying):

\_\_\_\_\_  
Sign & Date

- (1) Attach deposit check in the amount of \$350.00 (**confirm deposit with WRA, 423-763-1953 or [office@windstonehoa.org](mailto:office@windstonehoa.org)**)
- (2) Attach sketch of proposed changes. 90-day time limit on additions.
- (3) Include color chips, materials, sample of color, product photos, etc. with application.

=====

ARCHITECTURAL REVIEW BOARD USE

Change Request

Deposit Refund

Approved

Approved

Denied

Denied

Conditional Approval

Partial Refund

Conditions: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Architectural Review Board

\_\_\_\_\_  
Date

EXHIBIT I  
REQUEST FOR FINAL INSPECTION/DEPOSIT REFUND

Lot No. \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Builder: \_\_\_\_\_

Present Address: \_\_\_\_\_  
\_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Requested Date of Inspection: \_\_\_\_\_

I do hereby certify in good faith that the contracted structure on said lot does conform to the Standard Building Code, local codes and WindStone Architectural Review Board requirements and standards, and the final plans as approved by the Architectural Review Board. All site work, landscaping, rubbish removal, removal of temporary utilities, and repair of damage to rights-of-way and common areas has been implemented. This constitutes a request for return of any remaining deposit.

\*Deposits will be forfeited if the "time limitations" set forth in the ARB Guidelines were not met.

\_\_\_\_\_  
Owner/Builder \_\_\_\_\_  
Date

=====

ARCHITECTURAL REVIEW BOARD USE

Homeowner Deposit

- N/A
- Deposit returned in full
- Partial refund
- Denied

Builder Deposit

- N/A
- Deposit returned in full
- Partial Refund
- Denied

Reason: \_\_\_\_\_

\_\_\_\_\_  
Amount Returned: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Architectural Review Board Date: \_\_\_\_\_

EXHIBIT J

WindStone Architectural Review Form  
FINAL CONSTRUCTION INSPECTION

Lot: No.: \_\_\_\_\_

Builder/Owner: \_\_\_\_\_

Deposit Refund \_\_\_\_\_

Violation Fees Incurred \_\_\_\_\_  
(see attached)

Application Received [ ]

Association Dues Current [ ]

	<u>Not Approved</u>	<u>Approved</u>	<u>Info Needed</u>
A. Lot			
1. Sidewalks	[ ]	[ ]	[ ]
2. Driveway (p 27)	[ ]	[ ]	[ ]
3. Landscaping Plan (p 29-30)	[ ]	[ ]	[ ]
4. Retaining Walls (p 10)	[ ]	[ ]	[ ]
5. Fences (p10)	[ ]	[ ]	[ ]
6. Pool Location (p 27)	[ ]	[ ]	[ ]
7. Tree Removal/Retainage	[ ]	[ ]	[ ]
o Were all tagged trees kept:			
8. Construction Rubbish/ Debris Removal Completed	[ ]	[ ]	[ ]
9. Damage to Adjoining Properties	[ ]	[ ]	[ ]
B. Building			
17. Masonry/Veneer (p 9)	[ ]	[ ]	[ ]
18. Building Siding (p 9) Material/Color	[ ]	[ ]	[ ]
19. Window Construction	[ ]	[ ]	[ ]
20. Shutters/Color	[ ]	[ ]	[ ]
21. Entry Doors/Color	[ ]	[ ]	[ ]
22. Garage Doors/Color	[ ]	[ ]	[ ]
23. Roofing Material/Color (p 10)	[ ]	[ ]	[ ]
24. Soffit/Facia/Color (p10)	[ ]	[ ]	[ ]
25. Gutter/Color (p 10)	[ ]	[ ]	[ ]
26. Chimney Material/Color	[ ]	[ ]	[ ]
27. Screen Enclosures	[ ]	[ ]	[ ]
28. Mailbox (p 28)	[ ]	[ ]	[ ]

	<u>Not Approved</u>	<u>Approved</u>	<u>Info. Needed</u>
<b>C. General Review Considerations</b>			
1. All External Arch Completed	[ ]	[ ]	[ ]
2. All Internal Completed	[ ]	[ ]	[ ]
3. All Landscaping at or above Submitted plan expectations	[ ]	[ ]	[ ]
4. All Construction vehicles, debris Temporary utilities, signs, etc., removed	[ ]	[ ]	[ ]
<b>D. Summary of Review</b>			
5. Approved	[ ]	(See note below)	
6. Not Approved	[ ]		
7. Need Additional Information	[ ]	(See note below)	
8. Not Completed	[ ]		

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. **Statement of Approval:** The Architectural Review Board has found the Lot and House to be in compliance and acceptance with the guidelines and hereby gives final construction review approval:

\_\_\_\_\_  
Chairman, Architectural Review Board

\_\_\_\_\_  
Date