

WESTMINISTER HOMEOWNERS ASSOCIATION

ARCHITECTURAL CONTROL POLICIES AND PROCEDURES

POLICIES

To promote the aesthetic harmony and continuing attractiveness of Westminister and to facilitate the beneficial operation of the residential areas thereof, the Westminister Homeowners Association Board of Directors has adopted the following Architectural Control Policies and Procedures. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors and/or the Architectural Control Committee is responsible for the approval of alterations and modifications to all property governed by your Declaration of Easements, Covenants and Restrictions. The Subdivision Documents contain the general requirements. They are:

Section 7.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.02 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration therein shall be made, except for interior alterations.

General

1. The Board may appoint representatives to an Architectural Control Committee to enforce these policies and review applications for alterations and modifications.
2. Alteration and modification requests will be considered only if submitted in accordance with procedures established by the Westminister Homeowners Association.
3. These requests shall be acted on in writing, within 30 days of receipt.
4. The initial approval granted by the Board or Architectural Control Committee shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to necessary permits and inspections.
5. The Board reserves the right to use any authorities granted to it under the Declaration of Easements, Covenants and Restrictions as well as any other rights available to enforce these policies and related procedures.

6. Once approved, alterations/modifications made by a Homeowner and/or contractor shall be done without expense or liability to the Association. Homeowners shall be responsible for the following but not limited to:
 - 6.1 Damage to sod, landscaping, final building grades, fences, irrigation system, and utilities during construction;
 - 6.2 Damage to neighboring lots as a result of construction;
 - 6.3 Injury to themselves, members of the public and workmen;
 - 6.4 Damage to their lot or neighboring lots caused during or after construction as a result of improper construction or a change in drainage;
 - 6.5 Maintenance of decks, patios or landscaping installed in accordance with Article VI, Section 6.31 of the Declaration of Easements, Covenants and Restrictions;
 - 6.6 Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations;
 - 6.7 The subsequent removal of decks, patios or landscaping, as required to allow access to the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance;
 - 6.8 Removal of construction debris/trash shall be within two days of alterations/modification completion.
7. Alterations/modifications once started shall be completed in a timely manner, without delay.
8. The Association Board or its designated Architectural Control Committee or a property management company shall act as receiving agent for all alteration and modification problems, concerns, applications, correspondence and refunds of deposit.
9. The Association reserves the right to periodically inspect alterations/modification for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, request the same of Homeowner. Should Homeowner fail to comply, the Association reserves the right to arrange for needed maintenance and charge Homeowner for same plus a 10% service charge for arrangements made.

Specifics

1. **Advertising.** No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days.
2. **Air Conditioners.** No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling located on any Lot. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Lot so as to be visible from the public street on which the Lot fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in the terms of noise and appearance.
3. **Basketball Hoops.** Basketball hoops and play areas shall be permitted to be installed on individual Lots subject to strict compliance with the following restrictions:
 - (a) All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the adjacent road for a residence with a front entry garage, or at least thirty (30) feet from the curb of the adjacent road for a residence with a side entry garage.
 - (b) The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Lot.
 - (c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.
 - (d) Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other lots.
 - (e) Portable basketball hoops are permitted and must be stored in garage when not in use.
4. **Decks** shall be located in the rear of the dwelling, extend no more than 14 feet beyond the rear of the dwelling and may not extend beyond the side lines of the dwelling; or shall be enclosed on two sides by dwelling structures. Permitted materials for deck and rail structures are cedar and/or treated and/or simulated wood. Any attendant enclosures or gazebos must be of matching material. Any such deck must conform to any and all applicable Township ordinances.
5. **Dog Runs.** Dog kennels or runs or other enclosed shelters for animals are prohibited.

6. **Driveways.** Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete, asphalt or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.
7. **Fences.** With the exception if any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Lot. No other fences, walls or similar structures shall be erected on any Lot. In the event the Association approves a swimming pool on a particular Lot, wrought iron fences, consisting of a design and quality sufficient to satisfy local and state laws, shall be permitted by the Association in order to enclose the swimming pool area. "Invisible fencing" type devices may, with the prior approval of the Architectural Control Committee, be installed within individual Lots, provided such installation shall be located within the rear portion of the Lot only, with no portion extending any further forward than the front portion of the residential dwelling structure located upon such Lot.
8. **Flags.** Decorative flags are prohibited in the front of the Unit and must not be visible from the road if displayed in the rear of the Unit. United States flags and US military flags not exceeding three feet by five feet may be displayed anywhere on the exterior of a dwelling structure. Ground-mounted posts for flag display are not permitted. College flags may be displayed on event day only.
9. **Gazebos.** No gazebos shall be constructed on any Lot until such time as the Developer or its designated representative has resigned as the sole director of the Association and the Members of the Association have elected successor directors; provided, however, that prior to the resignation of the Developer or its designated representative as the sole director of the Association, gazebos and hot tubs may be constructed on a Lot, if approved by the Association. Following the date that the Developer or its designated representative resigns as the sole director of the Association, no gazebo shall be constructed on any Lot unless approved in writing by the Association. Any gazebo which has been approved in writing by the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. Gazebos, if permitted in writing by the Association, shall be screened from any street lying entirely within the Subdivision, evergreen hedge or other visual landscape barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Gazebos are permitted when constructed in conjunction with decks and must be located within the deck perimeter. Attached gazebos not within the deck perimeter are prohibited. Detached gazebos are prohibited. Construction materials and finish must be the same as or similar to materials used for the deck. The maximum height of roof peak is twelve (12) feet as measured from the deck floor. The location of any gazebo must be included in any drawings submitted for approval.

10. **Generators.** Auxiliary power generators must be installed so as to not be visible from the road. Generators shall also be appropriately screened from view by means of landscaping. They shall be located so as to cause minimal disturbance to residents of adjacent Units. The location should provide maximum ventilation and not interfere with ventilation of adjacent Units. Only natural piped in gas or propane is allowed, subject to local ordinances. Generators are to be operated only during utility power outages.
11. **Grills.** Propane, natural gas, electric or charcoal grills allowed on rear decks subject to the limitations of all applicable ordinances. Propane, electric and charcoal grills allowed on driveway and must be kept in garage when not in use, subject to the limitations of all applicable ordinances.
12. **Holiday Decorations** are allowed and may consist of lights and other decorations appropriate to the holiday being celebrated. Holiday decorations may be installed within two (2) weeks before a holiday and must be removed within two (2) weeks after a holiday. Christmas decorations may be installed at any time on or after Thanksgiving and must be removed within two (2) weeks after New Year's Day.
13. **Hot Tubs.** No hot tubs shall be constructed on any Lot until such time as the Developer or its designated representative has resigned as the sole director of the Association and the Members of the Association have elected successor directors; provided, however, that prior to the resignation of the Developer or its designated representative as the sole director of the Association, gazebos and hot tubs may be constructed on a Lot, if approved by the Association. Following the date that the Developer or its designated representative resigns as the sole director of the Association, no hot tub shall be constructed on any Lot unless approved in writing by the Association. Any hot tub which has been approved in writing by the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. Hot tubs and other similar recreational structures, if permitted in writing by the Association, shall be screened from any street lying entirely within the Subdivision, evergreen hedge or other visual landscape barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.
14. **Landscaping.** Upon completion of construction of a residential dwelling on any Lot, the owner shall cause the Lot to be finish graded, sodded, suitably landscaped and irrigated with an underground irrigation system as soon after such completion of construction as weather permits, and in any event within ninety (90) days from the date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner shall mow or cut the weeds and grass over the entire Lot except in wooded areas, and wetlands, if any. The Owner shall be responsible for all snow removal from the driveway located upon the Owner's Lot, as well as from any sidewalk adjacent thereto and including any driveway approach area located within and Side Strip Areas adjacent to Owner's Lot. If an Owner fails to mow or cut weeds or grass on the Owner's Lot or remove snow within ten (10) days after written notice, Developer or the Association may perform such work and the cost shall become a lien upon the Lot.

Minimum Landscaping Requirements (Declaration of Easements, Covenants and Restrictions revised 4-19-06). This is the official written waiver for the Declaration of Easements, Covenants and Restrictions Section 6.20. Each Owner shall submit to the Developer for its review and approval, landscaping plans for each Owner's Lot (the "Landscaping Plans1") which Landscaping Plans shall depict the proposed finished grading, drainage, planting, sodding, lighting and any other landscaping improvement for such Lot. Unless a written waiver is obtained from the Developer, the Landscaping Plans must include the following minimum requirements:

- (a) All grass areas must be sodded and an underground irrigation system installed.
- (b) All planting beds must be covered with mulch, wood chips, groundcover or stone.

Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Lot.

Maintenance of Side Strips. Owners of Lots shall be responsible for the maintenance of parkways or public rights-of-way located between their Lot lines and edges of street pavements on which said Lots abut ("Side Strip Areas"). Owners shall maintain their respective Side Strip Areas in accordance with the same standards required in Section 6.20 below. The Owners' responsibility for maintenance shall include, but in no way be limited to, the replacing of trees. If an Owner fails to repair or replace a damaged or diseased tree in the Owner's Side Strip Areas, the Association shall replace the tree, and the Owner shall reimburse the Association for the cost of replacing the tree within ten (10) days after the Association makes written demand for payment.

Tree Removal. Clear-cutting or removal of trees by the Association or by any person other than Developer shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer and the Township, if such approval is required under the Township's ordinances. Prior to commencement of construction, each Lot Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Owner's Lot, which responsibility includes trees located on the Side Strip Areas and welling trees, if necessary.

The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days.

Wetlands. No wetlands shall be modified in any manner by any person or entity other than Developer or its authorized representatives unless a permit for such modification has been issued by all governmental units or agencies having jurisdiction over such wetlands within the Property.

Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Soil Removal. Soil removal from Lots shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

15. **Lights.** No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot. All signs shall be in compliance with applicable ordinances.
16. **Mailboxes.** Developer shall install a mailbox for each Lot (which may be grouped on stands, as requested by the local postmaster), which shall be approved by the Architectural Control Committee. The Owner of each residence shall maintain, repair, and replace, as necessary, the mail boxes and mailbox stands in the areas for mailboxes in the Subdivision. All mailboxes shall be of a common type as directed by the Architectural Control Committee, or otherwise approved by the Architectural Control Committee, in writing. All mailboxes shall be located in the public right-of-way on the side of the street that has fire hydrants. An Owner shall not install or maintain a separate receptacle for newspapers, magazines or other similar materials, except as part of the mailbox stand. If an Owner or the Owner's tenant, guest or invitee, or the guest or invitee of the Owner's tenant, damages any mailbox or mailbox stand, such Owner shall be responsible for repairing or replacing the damaged mailbox. If the Owner fails to repair or replace the damaged mailbox, the Association shall repair or replace the damaged mailbox and the Owner shall reimburse the Association for the cost of repairing or replacing the mailbox within ten (10) days after the Association makes written demand for payment.
17. **Patios** are allowed in rear yards and may be laid with brick pavers, concrete or other suitable material. Matching walkways that wrap around to a garage entry are permissible.
18. **Playground Equipment.** No swings, slides, playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Lot unless approved in advance, in writing by Developer, the Association or the Architectural Control Committee. Any Playground Equipment which has been approved in writing by the Architectural Control Committee or the Association shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Lot that is unobtrusive, and not readily visible from the street and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by Developer, the Association, or the Architectural Control Committee, if applicable.

19. **Statues.** No statues, sculptures, objects of art or any other similar objects ("Objects of Art") shall be permitted in the front or along the side of any Lot. Objects of Art are permitted in the back of the Lot so long as they are placed in a location in the back of the Lot that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer, the Association, or the Architectural Control Committee, if applicable.
20. **Swimming Pools** may be constructed on a Unit in the rear yard with the prior written approval of the Association, subject to any approvals and/or permits which may be required to be obtained from any public authority having jurisdiction.. In-ground swimming pools shall not exceed more than 1 foot above ground level. Permitted swimming pools shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier approved in writing by the Association. All related mechanical equipment will be located in the rear yard and will not extend past the side of the dwelling and will be fully concealed from view. **NO ABOVE-GROUND SWIMMING POOLS SHALL BE ALLOWED ON ANY UNIT.**

Once the pool is complete the grade and swale/drainage area need to be staked and re-certified by Pulte engineers. The cost of this staking and re-certification is the responsibility of the homeowner and will require a fee of \$150. This fee is in addition to any permit fee required with the submittal of the Alteration/Modification Request Form and is to be paid at the same time that the permit is requested.

A final as-built drawing of the lot showing the pool, mechanical equipment, fencing and related landscaping is to be provided by the owner and filed in the association records.

This supersedes prior language limiting construction of swimming pools until after the Transitional Control Date.

Such approval shall not be unreasonably withheld but may be reasonably conditioned upon compliance with adequate screening and other aesthetic requirements. The size, configuration, location and exterior appearance of any swimming pool shall be subject to the Association's prior written approval, and shall conform to all local ordinances. Inflatable pools shall not exceed 24" in height and are subject to such restrictions as the developer may place upon their use and location.

21. **Trash.** Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited, except that the burning of leaves shall be permitted if allowed by Township ordinance; provided, that it does not become offensive or a nuisance.

22. **Vehicles.** No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

No trail bikes, off road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any drain easement, Side Strip Areas, or Common Areas within the Subdivision.

23. Approved alterations shall be constructed only within the pertinent lot as depicted in the final site plan.
24. Approved alterations shall not impair the view, privacy and/or enjoyment of neighboring homeowners. It will be generally required that:
- 24.1 Existing grade shall not be changed in a way that impacts water drainage of the lot or neighboring lots;
 - 24.2 Access shall be provided to enable outside utility meters to be read;
 - 24.3 The property management company shall be contacted when it is necessary to move existing irrigation lines or sprinkler heads on common elements. The homeowner is solely responsible for labor and costs of moving that irrigation;
 - 24.4 The installation of approved alterations shall not prevent the Association from performing normal maintenance and repair work.
25. Approved alterations shall be in conformance with the architectural standards of the Association.