

WELLINGTON **C**OMMUNITY
ASSOCIATION

DESIGN STANDARDS AND GUIDELINES

FOR

RESIDENTIAL LOTS

A HANDBOOK FOR WELLINGTON HOMEOWNERS

Date of Last Revision: **February 2007**

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PURPOSE OF THE HANDBOOK

The purpose of this handbook is to familiarize homeowners at Wellington with the objectives, scope and application of design standards and guidelines which are enforced to maintain the aesthetic appearance and environmental quality of the Wellington Community.

This handbook enumerates specific design standards and guidelines which have been adopted by the Wellington Community Association Board of Directors. It also explains the application and review process to be followed by homeowners seeking approval for any exterior modifications or changes to their homes or lots which are subject to approval by the Association.

This handbook will assist homeowners in preparing acceptable applications for review by the Association's Covenants Committee. All homeowners are encouraged to familiarize themselves with its contents and to retain the handbook for future use.

BASIS FOR, AND OBJECTIVES OF, PROTECTIVE COVENANTS

The legal documents for the Wellington Community contain covenants, including those pertaining to architectural controls. Legally, these covenants are a part of the deed for each home and are binding upon all initial homeowners and their successors in ownership, irrespective of whether or not these owners are aware of such covenants.

The promulgation and enforcement of design standards are intended to achieve the following objectives:

- Maintain consistency with the overall design concept for the community;
- Promote harmonious architectural and environmental design qualities and features;
- Promote and enhance the visual and aesthetic appearance of the community.

The enforcement of design standards not only enhances the physical appearance of a community but protects and preserves property values. Homeowners who reside in association communities which enforce design covenants are protected from actions of neighbors which can detract from the physical appearance of the community and, in some cases, diminish property values. In fact, surveys of homeowners living in association communities consistently reveal that this was an important consideration in their decision to purchase a home.

ROLE OF THE COVENANTS COMMITTEE

All homeowners at Wellington are automatically members of the Wellington Community Association. The Association is a non-profit, non-stock corporation which owns and is responsible for the upkeep and maintenance of all common properties within the community.

The Association is also responsible for the administration and enforcement of all covenants which are applicable to property owners, including design covenants and restrictions. The Declaration for Wellington (Article 9) provides that responsibility for the enforcement of design standards shall be exercised through a Covenants Committee, the members of which shall be appointed by the Board of Directors of the Wellington Community Association. From time to time, the Board may wish to seek input and recommendations from the Covenants Committee on proposed exterior improvements and alterations to Association common area property. Committees proposing exterior improvements or alterations to common area will, at the request of the Board, submit their proposal to the Covenants Committee for review and consideration. The Covenants Committee will review these proposals and provide a recommendation to the submitting Committee and Board of Directors.

The primary responsibility of the Covenants Committee is very broadly defined as follows (Article 9, Section 9.1 of the Declaration):

“... to assure that the Property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the owners, such owners’ tenants and such owners’ (or tenants’) households or companies, guests, employees, customers, agents and invitees.”

The Covenants Committee is to consist of three or more persons appointed by the Board of Directors.

Sub-associations

The legal documents for the Wellington Community Association govern all subassociations including the Wellington Condominium Association.

If such sub-associations are created, the lots (units) and common areas contained therein will be subject to all covenants, design standards, rules and regulations for the Wellington Community Association, as well as any which may be created expressly for the sub-association.

In the event that one or more such sub-associations are created, the function of the Covenants Committee may be exercised by the Board of Directors, Covenants Committee or similar body established by the legal documents for the sub-association. Any design standards created by a sub-association would be subject to approval by the Wellington Community Association to ensure compatibility of such standards on a community-wide basis.

DESIGN REQUIREMENTS

Design Do's and Don'ts

There is an advantage to design standards and guidelines which provide definitive “do’s” and “don’ts”, with no resort to judgment or discretion. Such specificity provides clear guidance to homeowners as to whether or not contemplated improvements will be approved.

To the extent possible, specificity has been incorporated in the design standards. However, total specificity is neither possible nor desirable. The appropriateness and acceptability of particular improvements, particularly those of a major nature, may depend on a number of circumstances and factors which must be documented and evaluated on a case-by-case basis. An improvement which is appropriate for one type of housing, lot size and location may be inappropriate in another situation.

The criteria listed below provide the basis for both the development of the Association’s design guidelines and the evaluation of individual design proposals by the Covenants Committee.

1. **Design Compatibility.** The proposed modification or improvement must be compatible with the architectural characteristics of the applicant’s house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, and similar use of materials, color and construction details.
2. **Scale.** The scale of the proposed improvement will relate to the size of the applicant’s home, the location and size of the lot, adjoining homes and surroundings. This criterion applies to both structural and landscape modifications.
3. **Impact on Neighbors.** The proposed improvement must relate favorably to the landscape, the applicant’s home, adjacent homes and the neighborhood. Consideration will be given to both visual and functional impacts on neighbors. Visual impact refers to the aesthetic appearance of the proposed improvement, which includes consideration of design quality, scale, location and architectural compatibility. Functional impact refers to such concerns as view, sunlight, ventilation and drainage. Examples of adverse functional impacts include structural additions which would cause a material loss of sunlight or ventilation to a neighboring dwelling, and an alteration in topography which would change drainage patterns to the detriment of a neighboring property.
4. **Color and Materials.** Continuity or compatibility of color and finishing materials with the original construction and surrounding dwellings will be a specific consideration in evaluating the appropriateness of proposed improvements.
5. **Relationship to Environment.** Proposed improvements must not have a negative impact on the natural environment. The removal of trees or other vegetation, grading and other topographical alterations will be assessed for potential adverse impacts, such as a material change in the rate and/or direction of storm water run-off and soil erosion.

SUPPLEMENTAL DESIGN STANDARDS AND GUIDELINES

The design standards and guidelines detailed in this handbook will be applicable to all single-family residential lots in the Wellington Community, which includes lots improved with single-family detached dwellings, townhomes and condominium units. In addition, supplemental design standards and guidelines which are specific to each individual housing cluster may be developed, as necessary and appropriate.

APPLICATION AND REVIEW PROCEDURES

Application and review procedures which will be used by the Covenants Committee are detailed below.

1. **Applications.** All applications for proposed improvements must be submitted in writing using the application form authorized by the Covenants Committee. A copy of this form is included as an exhibit to this handbook (see Appendix). The most-current version of the application form is available at the Association website (<http://www.wellingtonca.org/online.html>). Applications must be complete in order to commence the review process, and be submitted no less than seven (7) calendar days prior to the Covenants Committee meeting. Incomplete applications will be returned to the applicant with a statement of deficiencies which must be remedied in order to be considered for review. Home owner's not able to obtain the signature of the affected property owner's will indicate said omission on their application. Applications without the signatures of affected property owners and an explanatory narrative or the applicant will not be considered.

Unless notified to the contrary, homeowners should mail applications to the following address. Applications may also be given in person to the Association staff during office hours, or placed in the drop box at other times, at the following location. If placed in the drop box, it is recommended that applicants check with the Association staff on the next working day that the application has been received.

Covenants Committee
Wellington Community Association
9700 Wellington Road
Manassas, VA 20110

2. **Supporting Documentation.** The application must include a complete and accurate description of the proposed improvement(s). In order to permit evaluation by the Covenants Committee, supporting exhibits will be required. Examples include: a plat map showing the location and dimensions of the proposed improvement; architectural drawings or plans, as applicable; landscape plan; material(s), color samples, etc. The architectural guidelines and application form provide guidance with respect to the supporting documentation required for various types of improvements.
3. **Time Frame for Completion of the Review.** The Covenants Committee is required to provide notification to homeowners of the approval or disapproval of any proposed improvement within forty-five (45) calendar days after the receipt of a properly completed application. Any application not so acted upon within the forty-five day period is automatically referred to the Board of Directors, which must act within fifteen (15) calendar days after the first Board meeting following referral of the matter to the Board. However, the forty-five day review period will only commence upon the receipt of a complete application form, including any required exhibits. It is therefore advisable for homeowners contemplating substantial improvements to first ensure that they are aware of all required supporting documentation prior to submitting a design review application.

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4. Notice of Approval/Disapproval. Homeowners who have submitted design review applications will be given written notice of the decision of the Covenants Committee.
 5. Publication in Community Website. Final decisions of the Covenants Committee will be published on the community website within two (2) working days after the Committee's meeting. Final decisions refer to those cases where an application or appeal has either been approved or denied. Applications still in process (for example, those needed further information) are not included in this category. Also published will be a date by which any non-applicants wishing to file an appeal against any decision of the Committee need to submit the appeal. Please note that applicants wishing to appeal have a different timeline, as applicants are informed of the Committee's decisions more speedily.
 6. Appeals Procedure. Homeowners who have submitted design review applications may appeal decisions of the Covenants Committee and, if necessary, may appeal to the Board of Directors in accordance with the procedures detailed in Sections 3 and 4, Policy Resolution No. 6 of the Book of Resolutions.

APPEALS PROCEDURES

1. Applicant Appeal to the Covenants Committee

A homeowner may appeal a decision of the Covenants Committee by submitting a written request to the Committee within fifteen (15) calendar days after the date of an action by the Covenants Committee. This request should include any new or additional information which might clarify the requested change or demonstrate its acceptability. The Covenants Committee must respond, in writing, to a request for reconsideration within thirty (30) calendar days from the date of receipt of such request by the Committee.

2. Applicant Appeal to the Board of Directors

If a request for reconsideration is denied by the Covenants Committee, the decision may be appealed in writing to the Board of Directors using the procedures detailed in Policy Resolution No. 6. No appeals will be considered by the Board of Directors unless a prior appeal has been made to the Covenants Committee (see item 1 above).

3. Non-Applicant Appeal to the Board of Directors

A homeowner who has not submitted a design review application, but who wishes to appeal a decision of the Covenants Committee, may do so by submitting an appeal in writing to the Board of Directors in accordance with the appeal procedure detailed in Policy Resolution No. 6.

An appeal by a non-applicant homeowner must be received by the Board of Directors by the date specified on the community website that lists the decision being appealed (please see item 5 in the “Application and Review Procedures” for further information). The appeal must detail the specific reasons why the decision of the Covenants Committee is being appealed.

Upon receipt of such an appeal, the Board shall, within two (2) working days after the date of receipt of an appeal by the Board, send notification by certified mail, return receipt requested, to the homeowner whose approved design review application is the subject of an appeal. This notice shall inform the homeowner that the decision of the Covenants Committee is being reviewed by the Board of Directors pursuant to an appeal and that the homeowner should not proceed with any improvements until notified by the Board that the decision of the Covenants Committee has been affirmed.

The Board must provide a written response to both homeowners within fifteen (15) calendar days after the date of receipt of the appeal by the Board. This response shall be sent by certified mail, return receipt requested.

ENFORCEMENT PROCEDURES

The Declaration empowers the Covenants Committee and the Board of Directors to enforce compliance with the Association's design standards and guidelines. The following enforcement procedures will be used to ensure compliance.

On behalf of the Association, the Board may issue a citation to any Owner whose behavior or use of property does not conform to the Association's Governing Documents. Residents may report alleged violations of the Association's Governing Documents to the Association's Managing Agent in writing. Reports of alleged violations received from residents of the Association may be subject to verification by the Association.

1. Owners are responsible for ensuring that their property is used and occupied in accord with the requirements of the Governing Documents. In this regard, owners are responsible for the actions/failure to act on the part of their family members, guests, visitors, tenants, and invitees.
2. The Board shall send a citation in writing and deliver it personally or ordinary first class mail, to the Owner at his/her address listed in the Association's records, and to the property address, if the Owner's listed address is different from the property address. The citation shall advise the Owner of the nature of the offense, cite the specific provision within the Governing Documents which has allegedly been violated, specify the remedy required, and state the number of days in which the Owner must complete corrective action. Notwithstanding the provisions in this paragraph, the Board is not required to provide a first citation letter as set forth in this paragraph if it determines that the interests of health and safety of the residents of the Association requires a more expedited handling of the violation(s). In such a case, the Board shall send a citation letter that shall be consistent in form to the citation detailed in paragraphs 4 and 5 herein.
3. If the Owner does not remedy the violation(s) within the number of days required by the notice of citation, the Board reserves the power to issue a second notice of citation, which shall follow the basic form of the first notice of citation and include any additional information deemed important by the Board concerning the offense.
4. The second citation shall also advise the Owner of the Board's power to impose monetary charges and/or to suspend privileges for violations of the Governing Documents and shall inform the Owner of his/her right to request a hearing before the Board to contest the citation. The notice of citation shall request the Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation.
5. The Board shall deliver the second notice of citation by Registered or Certified Mail, Return Receipt Requested, and via first class mail, postage pre-paid, to the Owner at his/her address listed in the Association's records, and to the property address, if the Owner's listed address is different from the property address. Notification will be deemed effective if any Owner fails or refuses to sign for any certified mailing from the Association.

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6. If the Owner does not remedy the offense within the number of days required in the second citation, and the Owner has not requested a hearing in writing by the hearing confirmation date, the Owner shall be deemed to have waived their right to a hearing and the Board shall have the power to impose monetary charges and/or suspend privileges pursuant to the authority granted in Section 55-513 of the Act and the Association's Governing Documents. The Board will not be required to conduct a hearing unless the Owner formally requests a hearing in writing by or before the deadline set forth in the second notice of citation.
 7. When a hearing is requested by the Owner in writing by or before the deadline, the Board shall set the time, date and place of the hearing at its discretion. Written notice of the time, date and place of the hearing shall be mailed to the Owner by Registered or Certified Mail, Return Receipt Requested, and via first class mail, postage pre-paid, to the Owner at least fourteen (14) calendar days in advance of the hearing date. At the hearing, the Board shall provide the Owner with a reasonable amount of time to present any and all defenses to the citation. The Owner may have counsel present at the hearing at Owner's own expense. Under no circumstances shall the Association be responsible for any attorney fees or costs incurred by an Owner relating to a citation or hearing conducted pursuant to this policy.
 8. Following the hearing, the Board shall meet in executive session to discuss whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges will be imposed and/or privileges will be suspended. The Board will then exit executive session to hold a vote in open session on whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended.
 9. When the Board's judgment is unfavorable to the Owner, the Board may impose monetary charges as an assessment against the Owner's lot and suspend the Owner's privileges. The Board of Directors may impose monetary charges in the amount of \$50.00 for each violation and \$10.00 per day for a maximum of 90 days for each day that a violation continues after the deadline for corrective action established by the Board. The Board reserves the power to increase these maximum sanctions if the General Assembly enacts legislation in the future that permits the Board to do so. The Board shall treat monetary charges as an assessment against the Owner's lot.
 10. The Board may elect to postpone rendering a decision after a hearing if the Board believes that it needs additional information to render a decision on the alleged violation.
 11. The Board shall deliver notice of its decision to the Owner by Registered or Certified Mail, Return Receipt Requested, and via first class mail, postage pre-paid, at the Owner's address of record with the Association within seven (7) calendar days of the date of the hearing.

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12. The Board reserves the right to assign all of its powers and responsibilities as set forth in this Resolution to the Covenants Committee or to the Association's Managing Agent.
 13. The procedures outlined in this Resolution may be applied to all violations of the Association's Governing Documents, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's Governing Documents, including, but not limited to, the initiation of suit or self-help remedies.
 14. **Repeat Violations:** Once a violation has been abated, any recurrence of the same or similar violation within a period of one (1) year after the abatement will be construed as being no different from the original violation, will be classified as a repeat violation, and the date the original violation was cited will apply for any remedy that the Board of Directors or its agents determine. The violation procedure, and any applicable fines, will continue from the point at which it was left off when the violation was abated. This means that a repeat violation does not restart the violation procedure, but merely continues it from the point at which it had previously stopped. This may result in some steps of the normal violation procedure not being available for the abatement of repeat violations, and may also result in immediate action being taken. If the option of a formal hearing is still available to the resident, it shall be granted using the procedure described above or the Board of Directors may impose monetary charges in the amount of \$50.00 for each violation and \$10.00 per day for a maximum of 90 days for each day that a violation continues after the deadline for corrective action established by the Board.

PROPERTY MAINTENANCE STANDARDS

1. All portions of a lot which are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Covenants Committee). No bare earth may be exposed on a lot (except for flower beds or vegetable gardens with appropriate approvals as required).
2. All turf areas on a lot must be kept neatly mowed during the growing season. Grass should not be permitted to exceed four (4) inches in height.
3. Turf areas and other vegetation should be watered during dry periods. Any dead plants, shrubs or trees should be immediately removed.
4. Turf areas should be kept as weed free as possible. At no time should weed cover exceed more than twenty-five percent (25%) of the total turf area.
5. No trash or debris may accumulate or be stored in a visible location on a lot. Construction materials required for the improvement of a home or lot should be neatly stored in as unobtrusive a location on the lot as possible when not in use.
6. All hedges, trees and shrubs must be neatly trimmed and maintained and their size maintained in proportion to the lot and home through pruning.
7. The exterior of a home must be maintained in an attractive manner. No blistering or peeling exterior painted surfaces is permitted.
8. Any exterior building components (i.e., siding, gutters and downspouts, roof shingles, windows and doors) which are missing, broken or otherwise in a state of disrepair must be repaired as quickly as possible.

**MODIFICATIONS REQUIRING REVIEW AND APPROVAL
BY THE COVENANTS COMMITTEE**

The general conditions for the design review requirement are stated in Article 7, Section 7.5(a) of the Declaration for Wellington.

“No person shall make any addition, alteration or improvement in or to any Lot (other than for normal upkeep or natural landscaping and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Lot, without the prior written consent of the Covenants Committee. No person shall paint, affix a sign not permitted by the Rules and Regulations or alter the exterior of any improvement located upon such Owner’s Lot, including the doors and windows, if such exterior is visible from another Lot or the Common Area, without the prior written consent of the Covenants Committee.”

Essentially, all changes, permanent or temporary, to the exterior appearance of a building or lot are subject to review and approval by the Covenants Committee. The review process is not limited to major additions or alterations, such as adding a room, deck, or patio. It includes such minor items as changes in color and materials. Approval is also required when an existing item is to be removed.

Exceptions to this inclusive review requirement are as follows:

1. Building exteriors may be repainted or re-stained provided that there is no color change from the original. Similarly, exterior building components may be repaired or replaced so long as there is no change in the type of material and color.
2. Minor landscape improvements will also not require an application. This includes foundation plantings, or single specimen plantings. In general, landscape improvements of a small scale which do not materially alter the appearance of the lot, involve a change in topography or grade and which are not of sufficient scale to constitute a natural structure will be exempt from the design review process.

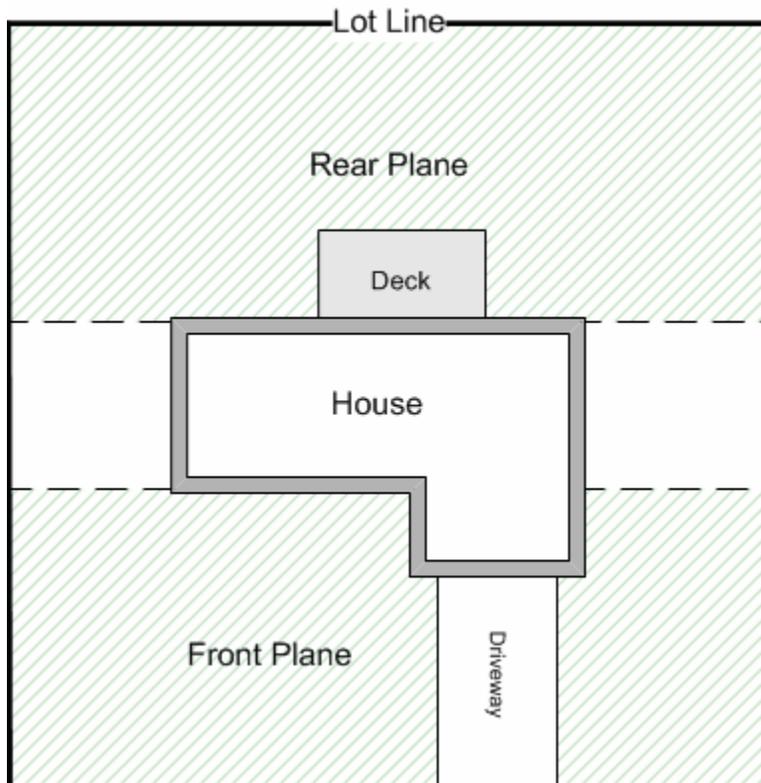
IF THERE IS ANY DOUBT AS TO WHETHER OR NOT A PROPOSED EXTERIOR CHANGE IS EXEMPT FROM DESIGN REVIEW AND APPROVAL, HOMEOWNERS SHOULD FIRST SEEK CLARIFICATION FROM THE COVENANTS COMMITTEE OR THE MANAGING AGENT BEFORE PROCEEDING WITH THE IMPROVEMENT.

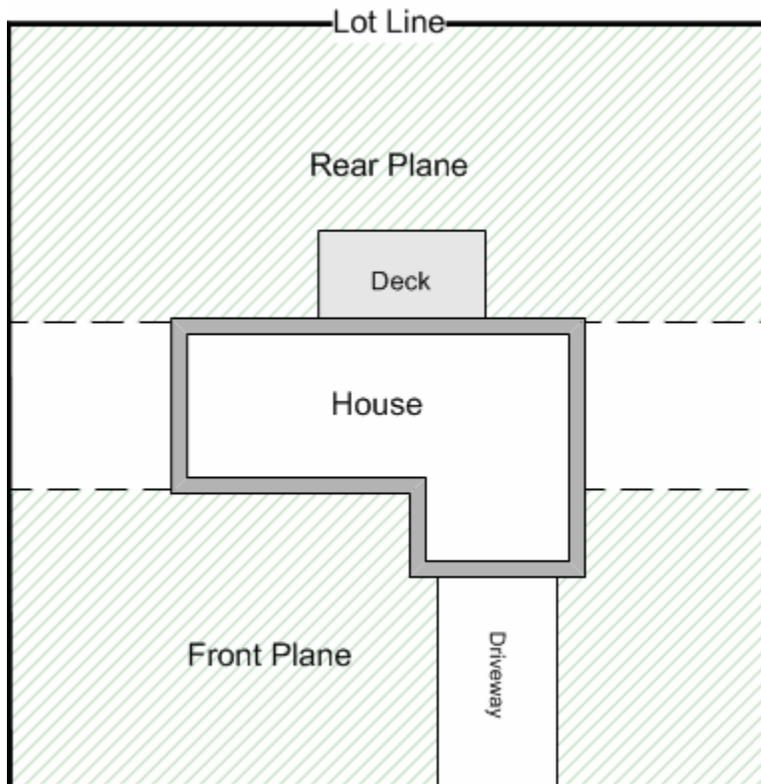
DESIGN STANDARDS

Specific design standards and guidelines are detailed below and organized alphabetically. These standards and guidelines have been adopted by the Board of Directors and are incorporated in Policy Resolution No. 6 of the Book of Resolutions.

All items/modifications listed below, including those mentioned as being “permitted” or “allowed”, must be applied for and approved. Any item/modification not mentioned below is not automatically exempt from review by the Covenants Committee. If you do not find a specific item or modification, please contact the Management to obtain clarification. There are very limited exemptions to the review and approval process, and these are listed in the previous section (see “Modifications Requiring Review and Approval by the Covenants Committee”).

At various points, this document refers to the front and rear planes of the house (or townhome). The diagram below illustrates this. The area marked “Rear Plane” is behind the rear plane of the house (shown by the dashed line), and the area marked “Front Plane” is in front of the front plane of the house (again, shown by the dashed line in the front). Note that the front and rear planes are defined with respect to the major walls of the house, and not by the location of extensions such as decks, garages, sunrooms, etc.





ADDITIONS

All additions require approval of the Covenants Committee and must follow the current Wellington Design Standards and Guidelines.

AIR CONDITIONING UNITS

Window air conditioning units are prohibited.

ANTENNAS

In accordance with FCC rule 47CFR1.4000 regarding the installation, maintenance and use of direct broadcast satellite, television broadcast, multipoint distribution service and customer end fixed wireless signal antennas, the Association's goal is to enable owners and residents to obtain the best possible signal reception while keeping the antennas as unobtrusive as possible.

Owners and/or tenants may install a DBS, DTV or MMDS antenna that is one meter (39.37 inches) or less in diameter. Satellite dishes and other antennas that are larger than one meter in diameter are prohibited.

The preferred location for satellite dishes and other antennas is below the peak of the roofline on the back plane of the house so as to have no, or minimal visibility, from the front of the house, or entirely within and below the height of approved privacy fencing which fully encloses the rear yard of any townhome.

Satellite dishes/antennas shall not encroach upon common areas or any other owner's property.

When any satellite dish/antenna is no longer in continuous use, it shall be removed by the owner of the property upon which it was installed. The Association may require the owner and/or tenants to install or provide screening around the satellite dish/antenna if the satellite dish/antenna is visible from the street or from other lots.

ARBORS

An arbor is a decorative bar supported by vertical shafts for the purpose of supporting vines or hanging plants. Arbors shall not exceed eight (8) feet in height from the ground or deck floor level and shall not be enclosed to form a solid barrier. Arbors as described herein are permitted on decks, patios, fences, gates, or can be freestanding elements. If attached to a deck, the material and color must be the same as the deck. Arbors shall be beyond the rear plane of the house or integrated with a deck or fence.

ATTIC VENTILATORS

Attic ventilators and turbines are permitted, however they require an applications specifying their location to be submitted to the Covenants Committee..

AWNINGS

Window awnings are prohibited.

Only retractable awnings over patios or decks with suitable dimensions on the rear of the house will be permitted. Awnings must be fully retracted when not in use. The shield or cover into which the awning retracts must be permanently mounted on the house. The awning must be of a material which will not fade from the sun, is mildew- and mold-resistant, and must coordinate with the color scheme of the house.

To be approved, awnings must meet the following criteria:

- They should be of a plain design with straight or scalloped edges, without any other decorative features. No fringe or decorative trims are allowed. Design must be a solid or stripe. Color must be approved by the Covenants Committee.
- They must be consistent with the visual scale of the house to which attached.

BASKETBALL BACKBOARDS – PERMAMENT

See RECREATION AND PLAY EQUIPMENT.

BASKETBALL BACKBOARDS – PORTABLE

The guidelines for the approval of portable basketball backboards are as follows:

- a. Portable basketball backboards are those that are mounted on wheels, not installed in-ground or on-house, and can be moved to and from storage by the homeowner.
- b. Usage of portable basketball backboards forward of the front plane of the house must be confined to the driveway area of the residence.

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- c. Portable basketball backboards will not be permitted in any Association street, in any Association public right-of-way, or placed in such a manner that any portion of the public space serves as the play area.
 - d. No permanent court markings are to be painted or otherwise affixed to the playing surface.
 - e. Poles are to be painted black or a solid earth tone.

BOATS

Not Permitted. See POLICY RESOLUTION NO. 7 (revised December 19, 2006).

CAMPERS

Not Permitted. See POLICY RESOLUTION NO. 7 (revised December 19, 2006).

CHIMNEYS AND METAL FLUES

Chimneys must either be masonry or enclosed in the same finish material as the exterior of the home to which attached.

CLOTHESLINES

Clotheslines or similar apparatus for drying clothes are prohibited.

COMPOSTING

Visual and odor impact on neighbors must be considered. Screening and landscaping may be required. Bins shall be in the rear of the lot, at least ten (10) feet from the property lines. Bins shall not be over four (4) feet high and the base will not exceed sixteen (16) square feet. Bins shall be made of unpainted, pressure-treated, naturally weather resistant wood or plastic with tones of black, tan or green color. Compost must be properly covered and turned periodically to ensure odor control.

Only the following materials may be composted:

Grass clippings	Old potting soil	Leaves
Shredded newspapers	Coffee & Tea Bags	Flowers
Old plants	Twigs	Weeds

DECKS

All decks must be approved by the Covenants Committee and meet the zoning and regulatory requirements of the locality in which the deck will be installed. Homeowners are advised to consider the following factors:

- Location. Decks shall be located in rear yards. Front and side yard locations will be evaluated on their individual merit. There shall be no less than ten (10) feet between a deck and a lot line.
- Rails and Supports. These shall be constructed of wood, vinyl-coated wood or composites. All metal railings balusters and supports will not be considered.

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- Scale and Style. Decks, particularly elevated decks, shall be of a scale and style which are compatible with the home to which attached, adjacent homes and the environmental surroundings. Cluster guidelines may, in some cases, place specific limits on the scale or style of decks which will be approved, based on considerations of density, visibility and scale and size of decks provided as standard builder features or options.
 - Color. Decks made from wood may be left to naturally age. Decks which are painted or stained shall match the trim or dominant color of the applicant's house. Natural or wood-colored stains are approvable.
 - Under-Deck Storage. Elevated decks have an under-deck area which can have a negative visual impact on adjoining neighbors, particularly when used as an informal storage space. The use of decorative screening or landscaping to minimize adverse visual impacts is required by the Covenants Committee. All landscaping must be approved by the Covenants Committee.

DECORATIVE OBJECTS, EXTERIOR

See EXTERIOR DECORATIVE OBJECTS.

For holiday decorations, see SEASONAL HOLIDAY DECORATIONS, EXTERIOR.

DOG HOUSES, DOG RUNS, DOG DOORS

See PET HOUSES, PET RUNS, PET DOORS.

DRIVEWAYS

Extensions and additions to driveways must be of the same material as the existing driveway. Any change in driveway materials must be approved by the Covenants Committee. Driveway must be located entirely forward of the front plane of the house.

EXTERIOR DECORATIVE OBJECTS

Decorative objects will not be allowed in front or side yards.

Approval will be required for all exterior decorative objects, whether natural or man-made, which were not part of the original construction design. Examples include, but are not limited to, benches, bird houses, bird baths, driftwood, sculptures, statues, fountains, free standing poles of all types, house address numerals, and any items attached to approved structures.

All decorative items will be located beyond the rear plane of the home and will be evaluated in terms of their size, location, and compatibility with architectural and environmental design qualities.

For holiday decorative objects, see SEASONAL HOLIDAY DECORATIONS, EXTERIOR.

EXTERIOR LIGHTING (Includes the altering of lighting that is part of the structure)

Lighting which is part of the original structure may not be changed without prior approval of the Covenants Committee. Proposed replacement or additional fixtures must be compatible in style and scale with the home, and must be approved by the Covenants Committee. Installation must be

sensitive to neighboring properties. High levels of light are prohibited. Colored, moving or flashing lights are prohibited. Proposed additional lighting will not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage or other features.

EXTERIOR PAINTING

All exterior color changes must be approved. This requirement applies to siding, doors, shutters, trim, roofing and other related structures.

FENCES

General guidelines for the construction and approval of fences are provided below. Further specific guidelines may be developed, as appropriate.

The use of fencing for both a privacy screen and property-line boundary should not be combined except for the rear yards of attached townhomes. Decorative screening to provide privacy for a deck or patio may be considered, but may only be board-on-board or lattice.

Single Family Detached Homes (lot-line or invisible fences)

1. Lot-Line Fences. Lot line fences for single family detached homes shall be three-rail split-rail fences which shall be 48 inches in height measured from the ground to the top of the uppermost rail and 54 inches in height measured from the ground to the top of the vertical post. Lot line fences for single family detached homes may not extend forward of the rear plane of the home or enclose any portion of the side or front yard.

Wire mesh may be used in conjunction with the fence. If used, the wire mesh must be attached to the inside area of the fence and the top of the mesh may not extend beyond the top rail of the fence. This wire mesh must be coated with tones of black, tan or green covering. The use of chicken wire or chain-link materials is prohibited.

Gates may be single or double and must be of the same material as the fence, and the same height. Gates may not open to adjacent private property. Gates must be located so that people will either exit from the fenced area onto another part of the lot on which the fence is located, or to the common area.

2. Invisible Fences. Invisible (i.e., underground electronic fences) are approvable. All parts and components must be completely underground or concealed.

Attached Townhomes (privacy fences, including lot-line, only)

1. Privacy Fencing. Privacy fencing may be used to enclose the rear yards of attached dwellings. Only board-on-board fencing may be used. Privacy fencing will not exceed six feet in height. Privacy fences may be constructed as lot-line fences to enclose the rear yards of attached housing units. No lot-line fences may be erected for the front and side yards of attached housing units. Gates must be of the same material as the fence, and the same height. Entire fence rows installed by the builder that were painted white must remain white.

FIREWOOD

Firewood shall be neatly stacked in piles which do not exceed eight (8) feet in length, four (4) feet in width and four (4) feet in height, for aesthetic reasons. Firewood shall be stacked only in rear yards. If covered with a tarp, such tarps must be tan, green or black in color. Other than a limited quantity of firewood, intended for immediate use, firewood shall not be stacked on patios or decks. Wood shall not be stacked against any dwelling for reasons of pest control (i.e., termites). Only a maximum of one cord of wood intended for use during one season will be stored on the property.

FLAGS AND FLAGPOLES

Flags poles shall be limited to one per dwelling. For flags or flagpoles attached to a dwelling they may be mounted either adjacent to the front entry or the homes garage, see EXTERIOR DECORATIVE OBJECTS.

GARAGE DOORS

Garage Doors shall match the house siding or trim; or be constructed of natural wood. Garage door design and color must be approved by the Covenants Committee.

GAZEBOS

Gazebos are only approvable for single family homes. Gazebos will be approved based on size, material and location. The size shall be compatible with house and lot size.

GREENHOUSES

A greenhouse will be treated as a major alteration to a dwelling unit and subject to the same level of review. Attached greenhouses must meet the following criteria to be approved.

1. They must be to the rear of the unit.
2. The size and design must be architecturally compatible with the home and surrounding homes.
3. There shall be no adverse visual, drainage, or environmental impacts for adjoining properties.

GRILLS, PERMANENT

Permanent grills must be placed in the rear yard of the house and as far as practical from the adjacent property lines.

GUTTERS AND DOWNSPOUTS

Replacement of gutters and downspouts with an exact duplicate of the original item does not require approval. An approval is required for relocation of gutters and downspouts, or a change in color. Gutters and downspouts must match the exterior trim color.

HOLIDAY DECORATIONS

See SEASONAL HOLIDAY DECORATIONS, EXTERIOR.

HOSES

Hoses must be neatly stored on a hose reel or hose-caddy.

HOT TUBS AND SPAS

Hot tubs and spas are a private amenity, the installation of which must consider the privacy of both the lot owner and adjacent property owners. Evaluation of applications will consider not only the location of the hot tub/spa, but also the associated deck or patio and equipment concealment.

1. Hot tubs and spas shall be located only in rear yards and shall not be visible from the street.
2. There shall be no adverse visual, drainage, or environmental impacts for adjoining properties.
3. The hot tub or spa and any related mechanical equipment shall be screened from view. All screening must be approved by the Covenants Committee

LANDSCAPING

1. Approval is required for plantings intended to form a hedge or natural screen and which will attain more than two feet in height. Hedges located forward of the front plane of the house shall be maintained at a height of 36 inches or less and shall not restrict sight lines along a road.
2. Approval is required for the installation of railroad ties, garden timbers, stones or similar structures which will form a wall or planter.
3. A proposed improvement which is of a scale or type inconsistent with the existing design features of the home, adjacent units and the surrounding area will require approval. Examples include partial or total removal of turf and replacement with another material, such as mulch or gravel.
4. Views from neighboring lots, shade patterns of larger trees, and potential physical damage by encroaching plantings must be considered. If plantings are found to be detrimental, owners will be required to abate the problem.
5. Vegetable gardens require an application. Vegetable gardens must be located in the rear yard and must not cause water to run into adjoining properties during periods of supplemental watering. After the growth season, dead plants, stakes, etc., must be promptly removed.

LIGHTING, EXTERIOR (Includes the altering of lighting that is part of the structure)

See EXTERIOR LIGHTING.

MAILBOXES

The color of all single family detached home mailboxes shall be black. The style of all mailboxes shall be the standard rural type. Mailboxes shall be affixed to a 4-inch × 4-inch wooden post painted dark brown, with height conforming to U.S. Postal Service requirements.

Decorative mailboxes or mailbox covers will not be permitted. The installation of top mounted guides for the display of house numbers, names and/or addresses is prohibited. The display of advertising or notices of any kind on mailboxes is prohibited.

Only numbers shall be displayed on mailboxes, with the exception of a corner lot with an address other than the street which the house faces. In the case of this exception, the street name shall also be displayed on the mailbox.

Numbers shall conform to the following guidelines:

1. Maximum height shall be 4 inches.
2. Maximum width shall be 2 inches.
3. Colors of numbers will be white or gold with black background.
4. Numbers may also be displayed on the curb directly below the mailbox. Curb numbers must be painted black within a white box onto the curb. Dimensions of the numbers shall be 4 inches in height within a white box 6 inches in height.

PAINTING, EXTERIOR

See EXTERIOR PAINTING.

PARKING

See POLICY RESOLUTION NO. 7 (revised December 19, 2006).

PATIOS

All patios require approval. Patios shall be located in rear yards, although front and side yard applications will be evaluated on their individual merit.

Any adverse drainage requirements which might result from the construction of a patio shall be considered and remedied. There shall be no adverse visual, drainage, or environmental impacts on any neighboring property or common area. The use of a partially porous patio surface or the installation of mulch beds adjacent to the patio are ways to reduce drainage concerns.

PET HOUSES, PET RUNS, PET DOORS

Pet runs, pet pens and pet cages are prohibited. Pet houses are approvable if compatible with the applicant's house in terms of color and material. Vinyl pet houses are approvable in neutral colors. Pet houses may not exceed sixteen (16) square feet of floor space and may not exceed four (4) feet in height at the highest point. They should be located where visually unobtrusive to neighbors and the use of appropriate screening is encouraged, and may be required in some cases, in order to minimize any negative visual impacts. All landscaping and screening requires approval by the Covenants Committee. Pet doors must be located at the rear of the home and exit to a yard with a fence.

PLAY EQUIPMENT

See RECREATION AND PLAY EQUIPMENT.

PONDS

Ponds or other bodies of water must be kept clean, free of debris, and comply with all City and County regulations. Ponds must be located behind the rear plane of the house. The size and design must be architecturally compatible with the home and surrounding homes. There shall be no adverse visual, drainage, or environmental impacts on any neighboring property or common area.

POOLS

See SWIMMING POOLS.

RECREATION AND PLAY EQUIPMENT

Semi-permanent play equipment which either constitutes a structure or is part of an existing structure requires approval. Examples include sandboxes, play houses, swing sets, trampolines, etc. The merits of all proposed play equipment designs will be evaluated based on location and orientation on the property, in conjunction with color and material selection. The following factors will govern approval of such equipment.

1. Location – Recreation and play equipment shall be placed in rear yards and arranged as far as practicable from public ways such as roads and sidewalks.
2. Scale and Design – The equipment shall be compatible with lot size. The design and visual screening are additional considerations in evaluating whether or not there will be an adverse visual impact.
3. Materials – Equipment constructed of wood and left in a natural condition to weather is encouraged. Equipment constructed of other materials such as plastic or combination of materials will considered on an individual basis. Equipment consisting of primarily metal is not approvable.
4. Color – Equipment constructed of wood should be left to age naturally. Natural or wood-colored stains will be considered on a case by case basis.

Color of equipment constructed of materials other than wood will be considered. Solid tones are encouraged.

5. Permanent Basketball Backboards – Backboards may be attached to single family homes, garages or carports. At all times, the backboard, hoop and net must be maintained appropriately.

RETAINING WALLS

Construction is limited to the use of railroad ties, landscaping timbers, stones, brick, or reinforced concrete with brick veneer. Walls may not divert the flow of water onto a neighboring lot. No wall

shall be maintained in such a manner as to obstruct sight lines for vehicular traffic. Application with details documenting the anchoring of the retaining wall will be required.

SATELLITE DISHES

See ANTENNAS.

SEASONAL HOLIDAY DECORATIONS, EXTERIOR

Exterior seasonal holiday decorations do not require approval but shall not be installed no more than one month before the holiday and must be removed within thirty (30) calendar days after the date of the holiday.

SECURITY BARS

The use of security bars or grates on windows and doors is prohibited. Homeowners concerned about the security of their residence are advised to consider alternatives, including alarms and sophisticated lock systems.

SHEDS AND OTHER STORAGE UNITS

Unless specified otherwise, the word “shed” in this guideline refers to sheds and other storage units.

An inappropriately-located or poorly-designed shed can visually detract from an otherwise pleasing and architecturally harmonious residential environment. When seeking approval for a shed, homeowners are encouraged to design sheds which are integrated with the design qualities of their house or townhome, and also adjacent houses or townhomes. Sheds must subsequently be constructed to the approved design, and any amendments to the design must be approved prior to construction. Only one shed per property can be approved; multiple sheds are not allowed.

There are separate design guidelines for sheds located on house or townhome lots. There are separate and simple requirements for small sheds, often called storage units. Please refer to the relevant section below.

The Association has pre-approved some models of commercially-available sheds. You might find that one of these meets your needs. A current list of these pre-approved shed models is available at the Community Association offices, and you are encouraged to consult the list. If you find a shed model on the pre-approved list that you would like to install, approval can be done administratively by the Wellington Association management staff. You must still submit an application, and meet other requirements, such as size (see appropriate section below), but the turnaround time for approvals can be shortened by this process.

Residents must notify the managing agent before portable on demand storage (PODS) are delivered. The mandatory locations will be driveways, assigned parking spaces or if you do not have an assigned space, the management agent will designate a common area space. PODS or similar storage units may not be stored on any property longer than six (6) days.

Sheds for Houses

Sheds for houses may be attached to or abutting the house, or may be stand-alone sheds located in the backyard or underneath a deck.

1. The shed must be located behind the rear plane of the house.
2. The shed must not exceed 100 sq. ft. in area, measured at the exterior. Height of the shed must not exceed 9 ft. at its highest point.
3. The color of the shed must be the same as the house, or an approved natural wood color, except for sheds that are integral with a deck which must be the same as the deck.
4. Finish materials must be wood or vinyl.
5. Roofing color and material must be architecturally complimentary to the roofing of the house.
6. No decorative features, including, but not limited to, cupolas, weather vanes, window boxes, etc., can adorn the shed.
7. There shall be no adverse visual, drainage, or environmental impacts for adjoining properties.
8. *Exception:* The closest wall of stand-alone sheds not underneath a deck must be located 5 feet or more behind the rear plane of the house. Stand-alone sheds not underneath a deck must be screened by landscaping if the shed is visible from the street.
9. *Exception:* For stand-alone sheds underneath a deck, to reduce any negative visual impact on adjoining neighbors, the use of decorative screening or landscaping is encouraged, and may in some cases be required.

Sheds For Townhomes

Sheds for townhomes may be attached to or abutting the townhome or privacy fence, or may be stand-alone sheds located in the backyard or underneath a deck.

1. The shed must be located within the rear privacy fence and behind the rear plane of the townhome.
2. The shed must not exceed 64 sq. ft. in area, measured at the exterior. Height of the shed must not exceed 6 ft. at its highest point.
3. The color of the siding must be the same as the townhome, except (a) sheds that are integral with a deck must follow the color scheme of the deck, and, (b) sheds that are abutting a privacy fence must be the color of the privacy fence.
4. Finish materials must be wood or vinyl.
5. Roofing color and material must be architecturally complimentary to the roofing of the house.
6. No decorative features, including, but not limited to, cupolas, weather vanes, window boxes, etc., can adorn shed.
7. There shall be no adverse visual, drainage, or environmental impacts for adjoining properties.

Storage Units for Houses or Townhomes

These sheds, often called storage units are typically made of high-grade plastic and are of the type available from Rubbermaid® and other manufactures, often with access via a lid rather than a door.

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1. The dimensions of a small shed must not exceed 7 ft. (length), 5 ft. (width), and 5 ft. (height).
 2. The unit must be located behind the rear plane of the house or townhome. For town homes the shed must also be located within the privacy fence.
 3. The color of the unit should be as similar as possible to the house. The unit must not be painted.
 4. There shall be no adverse visual, drainage, or environmental impacts for adjoining properties.

Small Shed / Storage Unit Examples



SIDEWALKS AND PATHWAYS

Sidewalks and pathways shall be set back from the property line and installed flush to the ground. Only stone, brick, concrete or similar durable construction material should be used. The scale, location and design shall be compatible with the lot, home and surroundings. There shall be no adverse visual, drainage, or environmental impacts on any neighboring property or common area. An application is required.

SIDING REPLACEMENT

A physical sample or picture of proposed siding is required to be submitted with the application. Replacement of existing siding with the identical material and color does not require an application to be submitted.

SIGNS

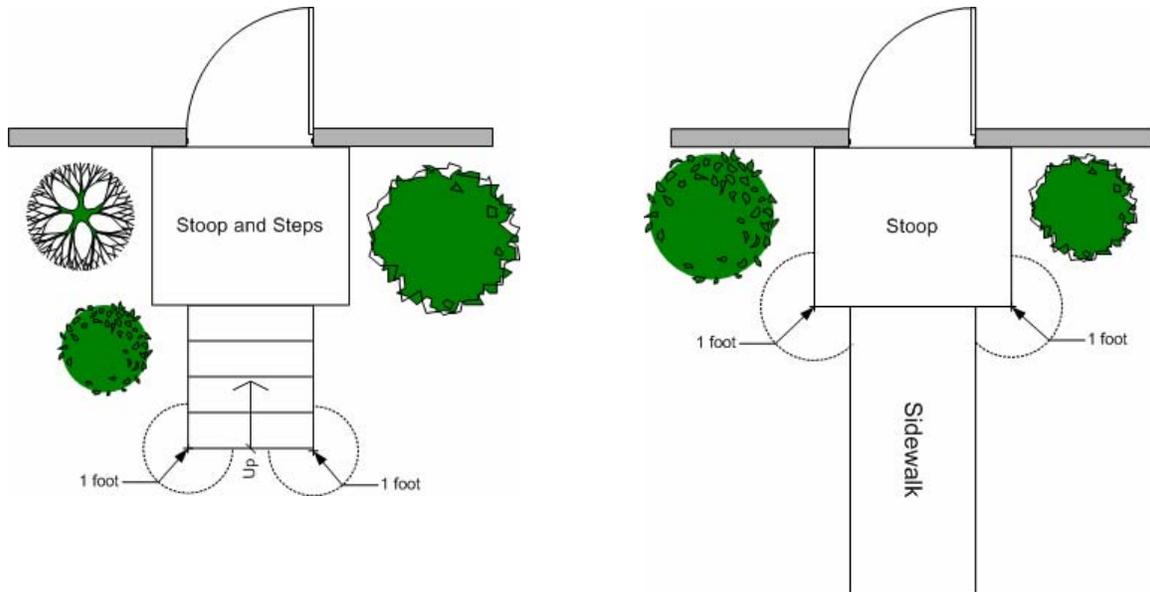
Only signs advertising a property for sale or lease may be displayed. Such signs must meet applicable municipal code regulations with respect to size, content and removal. Signs may only be placed in the front yard of available properties. Only one sign per property is permitted. Signs may not be placed on the common area, and will be removed and disposed of without prior notification. Leader signs are prohibited.

Political Signs: These are prohibited.

Security Signs: One sign, 12-inch × 12-inch maximum, may be posted on the property.

Single family homes – Security sign shall be next, or attached, to the mailbox, or no further than 1 foot from the front stoop or 1 foot from the bottom of the front steps (see illustration below).

Townhomes – Security sign shall be no further than 1 foot from the front stoop or 1 foot from the bottom of the front steps (see illustration below).



SOLAR PANELS

Application with details documenting the locations and function of the solar panel will be required.

SPAS

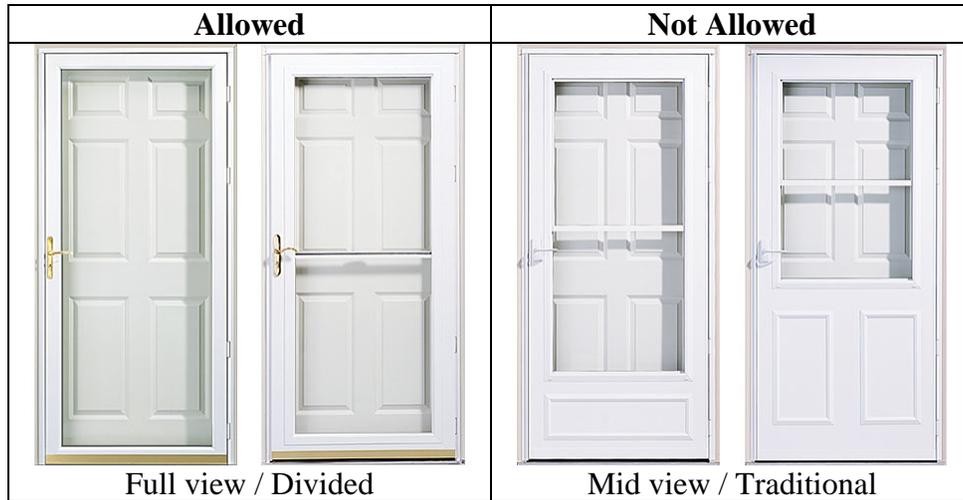
See HOT TUBS AND SPAS

STORAGE SHEDS

See SHEDS AND OTHER STORAGE UNITS

STORM/SCREEN DOORS AND WINDOWS

1. Storm/Screen Doors. Only storm/screen doors which are full view (no panels), or have no more than a single 1.5-inch bar running horizontally in the center of the door, and which are painted the same color as the unit door to which attached or the primary color of the home or the color of the trim of the home will be approved. The appropriateness of certain designs will vary with the design features of individual clusters.



2. Storm/Screen Windows. Exterior storm/screen windows could disrupt the architectural continuity of some homes. Where appropriate, storm/screen windows shall have frames which match the color of the exterior window trim. White or anodized aluminum may be acceptable in certain cases.

SWIMMING POOLS

Pools are prohibited on townhome lots. Above-ground pools are prohibited. In-ground swimming pools may be constructed on lots with detached homes. All pools require prior approval from the association. Pools must be located in the rear of the property. Pool filtration equipment must be shielded from adjacent properties using shrubbery or screening no more than 6 inches above the equipment. Comments from the owners of adjacent properties may be solicited prior to the Covenants Committee making a decision.

TRASH CONTAINERS

Trash, recycling containers, and yard debris must be stored out of sight. Trash should be placed curbside after 7 p.m. the day before collection. Empty trash and recycling containers shall be removed from sight by 9 p.m. on the pick up day.

All homes must store their trash in a rigid container with a tight fitting lid.

TREE REMOVAL

The removal of all live trees with a diameter in excess of 4 inches, measured 12 inches above ground, flowering trees in excess of 2 inches similarly measured, live vegetation on slopes of more

than 20 percent gradient or marked “no cut” areas on approved plans, require the prior approval of the Covenants Committee and require the installation of a replacement tree.

See LANDSCAPING and PROPERTY MAINTENANCE STANDARDS

VEHICLES

See PARKING.

APPENDIX

DESIGN REVIEW APPLICATION

**DESIGN REVIEW APPLICATION
WELLINGTON COMMUNITY ASSOCIATION**

Please Mail or Deliver To:

Covenants Committee
Wellington Community Association
9700 Wellington Road
Manassas, VA 20110

(Please type or print)

1. NAME: _____
2. ADDRESS OF PROPOSED CHANGE: _____
3. SECTION/LOT NUMBER: _____
4. HOME TELEPHONE: _____ WORK TELEPHONE: _____
5. GENERAL DESCRIPTION OF PROPOSED CHANGE:
Provide a description of the proposed change, including the purpose or reason for the change, the type and color of materials to be used, location on the property, and any other pertinent information required to evaluate the proposed change.

Purpose of Improvement: _____

6. **REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION:**
The supporting exhibits or supporting documentation listed below must accompany this design review application, as applicable for the proposed change. An application submitted without all required submissions will be considered incomplete until all required submissions have been provided. In general, an applicant should provide all documents and exhibits required by City of Manassas (or Prince William County, as appropriate).
 - A. SITE PLAN - A registered site plan of the property (which shows property lines and unit orientation) showing the location and dimensions of the proposed improvement, including orientation with respect to the property lines, unit, and adjacent dwelling units must be provided for ALL applications.
 - B. ARCHITECTURAL DRAWINGS AND PLANS - Detailed architectural drawings or plans must be provided for ALL proposed structures and major landscape improvements. Please contact the management office for requirements specific to certain improvements.
 - C. PAINT OR STAIN COLORS - A sample of the color(s) to be used must be provided for all painting and staining, together with a list of existing colors on the house or appurtenant structures which will remain unchanged.
 - D. FINISH MATERIAL - A description and/or sample of all finish material to be used for the exterior surface of proposed improvements must be provided.
 - E. PHOTOGRAPHS - The inclusion of photographs is appropriate to clarify type, model, and style of additions such as storm doors, lighting fixtures, decorative objects, etc.

F. **OTHER EXHIBITS** - Other exhibits may be required in order to permit adequate evaluation of the proposed change. Homeowners are advised to seek guidance from the Managing Agent prior to submission of an application.

7. ESTIMATE STARTING DATE OF CONSTRUCTION _____

8. ESTIMATED COMPLETION DATE _____

9. **NOTIFICATION OF SURROUNDING LOT OWNERS**

A homeowner submitting a design review application is required to provide notice of the application to all lot owners (other than builders) whose lots immediately abut the applicant's lot or whose lots are separated from the applicant's lot by a street or common area and for whom the proposed improvement will be visible from the adjacent lots.

SIGNATURE OF ADJACENT LOT OWNERS

(Neighbors' signatures on this application DO NOT indicate approval of the proposed modifications, only that they have been notified that an application is being submitted for the modifications.)

1.	_____	_____	_____	_____	_____
	Printed Name	Address	Section #	Lot #	Signature
2.	_____	_____	_____	_____	_____
	Printed Name	Address	Section #	Lot #	Signature
3.	_____	_____	_____	_____	_____
	Printed Name	Address	Section #	Lot #	Signature
4.	_____	_____	_____	_____	_____
	Printed Name	Address	Section #	Lot #	Signature

NOTES:

- A. Nothing contained herein shall be construed to represent that alterations made to lots or buildings in accordance with these plans shall not violate any of the provisions of local Building and Zoning Codes to which the above property is subject. Further, nothing contained herein shall be construed as a waiver or modification of any said restrictions.
- B. Where required, building permits shall be obtained prior to the start of any construction. Nothing contained herein shall be construed as a waiver of said requirement.
- C. Owner understands and agrees that no work on this request will commence until written approval has been obtained from the Covenants Committee.
- D. Owner further understands and agrees that any exterior alterations undertaken before written approval is obtained is not permitted and that the Owner may be required to restore the property to its former condition at Owner's expense if such alterations are made and subsequently disapproved in whole or part. Further, Owner understands that any legal expense associated therewith may be the responsibility of Owner.
- E. Owner agrees to give the Covenants Committee and/or Managing Agent, express permission to enter on the Owner's property during normal business hours to inspect the proposed project, the project in progress, and/or the completed project.

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- F. Owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications for said alterations.
 - G. Owner acknowledges that he is familiar with the design review requirements and procedures for the Wellington Community Association.
 - H. Owner understands that the authority to perform an alteration granted by this application will automatically expire if work is not commenced within 180 days following approval and completed within 360 days, or other time frame authorized by the Covenants Committee.

OWNER'S SIGNATURE: _____ DATE: _____