

440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528

T: 914.813.1900
F: 914.813.1919

www.stillmanmanagement.com



RIDGEWAY AT WHITE PLAINS HOA

DOCUMENTS AND REQUIREMENTS FOR SELLING YOUR UNIT

The following documents are to be submitted to Stillman Management, Inc. prior to closing:

1. Fully executed contract of sale
2. Homeowner's and Seller Information Sheets (attached)
3. ACH Form (attached)
4. Copy of Insurance

FEES TO BE INCLUDED IN THIS APPLICATION

To Be Submitted Prior to Closing:

1. \$375 Seller's Fee: Processing Fee to Stillman Management, Inc.
All charges must be up to date include the charges due the month in which the closing takes place.
2. \$500 Purchaser's Fee: Administration Fee to Ridgeway Homeowner Association

To Be Collected At Closing:

1. \$3,000 Purchaser's Fee: Capital Contribution to Ridgeway Homeowner Association
Purchaser's Fee: Next month's maintenance if closing takes place after the 15th of the month, payable to Ridgeway Homeowner Association
Purchaser's Fee: Insurance Assessment due January and July and payable to Ridgeway Homeowner Association

Sellers are to give new owners the Offering Plan with all amendments, the key to the recreation area, plus any other Association information which may be useful to the new owner.

PROCEDURE:

All documents and require checks must be received by:

Stillman Management, Inc.,

440 Mamaroneck

Avenue Suite S-512

Harrison, NY 10528

Att: Rita Pita

APPROVAL PROCESS:

1. If all information received is in order, the completed set of documents will be processed.
2. Every effort will be made to process your application in a timely manner
3. The Board will consider the purchaser's application only if all requirements are fulfilled and all common charges/maintenance or other fees that may be due are paid in full.
The common charge/maintenance letter will be sent upon receipt and approval of all the foregoing. Please note that there is a semi-annual insurance assessment at Ridgeway. The 2015 amount is \$232 due in January and June.
4. **There is no Right of First Refusal exercised by the Board.**

ADDITIONAL INFORMATION:

1. Incomplete application packages will delay the approval process
2. If a purchaser requires certificate of insurance information, the certificate will be issued within one week after the Managing Agent is notified of:
 - ❖ name(s) of purchaser(s),
 - ❖ name and address of the lending institution involved,
 - ❖ specific wording required by the lending institution,
 - ❖ Loan and/or application number.
 - ❖ Please email your insurance request to rpita@stillmanmanagement.com with the above information.

ATTENTION: ARB Guidelines compliance and recommendation made by the ARB Committee (Architectural Review committee) submitted to the Ridgeway Board of Managers and are approved prior to closing. All recommendations and repairs that are not completed to the Ridgeway Boards Managers satisfaction may delay the closing of the sale of the home.

Ridgeway at White Plains HOA
c/o Stillman Management, Inc.

440 Mamaroneck Avenue Suite
S-512 Harrison, NY 10528

Phone: 914-813-1900 Fax: 914-813-1960

Homeowners/ Tenant Information Sheet

Unit # _____

Date: _____

Move in Date: _____

Owner(s): _____

Last Name: _____

First Name: _____

Last Name: _____

First Name: _____

Mailing Address: _____

Home Phone: _____ Emergency Phone: _____

Work Phone: _____ Cell Phone/Beeper: _____

E-mail Address: _____

Residents Name: _____

(if different from owner)

Please list names of People who reside in the unit, please include ages of children:

Pets residing in your home (limit two per unit): _____

Name(s) of Pets: _____

People to contact in case of emergency if we are unable to reach you:

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

Alarm Company to contact in case of alarm problem:

Name: _____ Phone: _____

Please list all vehicles in your household:

Year	Make/Model	License Plate Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

This form can be faxed to Stillman Management, Inc. at 914-813-1960, attention: Rita Pita or rpita@stillmanmanagement.com

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Unit Number: _____

New Owner's Name(s): _____

Unit Address: _____

Telephone #: home: _____ E-mail address: _____

Name: _____ work: _____ cell: _____

Name: _____ work: _____ cell: _____

Person(s) with key to my unit for emergency contact: _____

Address _____ Phone #: _____

All the above information is complete and accurate.

New Owner Signature

Date

New Owner Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Forwarding Address and Contact Information of Seller(s):

Address: _____

Telephone #: home: _____

Name: _____ work: _____ cell: _____

Name: _____ work: _____ cell: _____

E-mail address: _____

All the above information is complete and accurate.

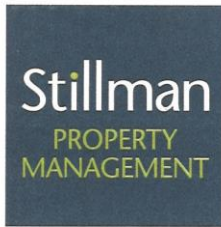
Seller Signature

Date

Seller Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960



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Please provide the following information with your application in order to send the information for closing:

Seller's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

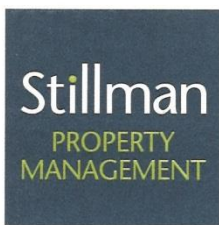
Buyer's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____



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RIDGEWAY AT WHITE PLAINS HOA

I/We, the undersigned, have read and understand the House Rules for Ridgeway at White Plains HOA, located in White Plains, NY 10605, and agree to abide by these House Rules and any Amendments made to these rules, while a resident in _____ at Ridgeway at White Plains HOA.

(Address)

HOMEOWNER ACKNOWLEDGEMENT:

Homeowner Signature

Name (Please Print)

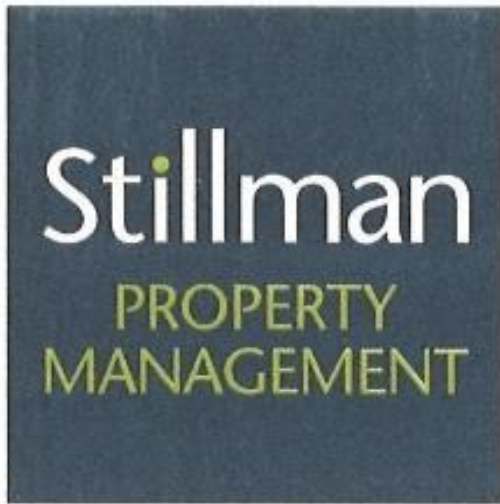
Date

Homeowner Signature

Name (Please Print)

Date

PLEASE KEEP THIS SHEET FOR YOUR RECORDS



FOR NEW OWNERS

Please be advised that Stillman Management is now offering an online payment option through our website www.stillmanmanagement.com. We are offering one-time and recurring online payments through your checking or savings account or credit card.

As a new owner, we invite you to review this new option for your payments.

Please keep in mind that monthly payments are due on the first of the month, be aware that it will take approximately three business days for your online payment to be processed.

Should you have any questions regarding our new online payment option, please do not hesitate to contact our bookkeeping department at (914) 813-1900, option 3.

**RESOLUTION
BOARD OF DIRECTORS
OF
RIDGEWAY AT WHITE PLAINS**
(Ban on Short Term Occupancy)

WHEREAS, the Board of Directors of Ridgeway at White Plains Homeowners Association, Inc. ("the Board") has determined that in order to maintain the community character of the homeowners' association, homes in the association should not be occupied by transient residents,

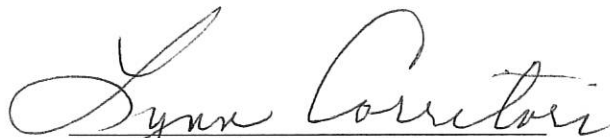
NOW THEREFORE, at a meeting of the Board held on April 25, 2018, at 7:30 P.M. in the 110 Woodbury Rd., upon due notice at which a quorum was present and acted throughout, upon motion duly made and seconded, it was

RESOLVED that a member's home shall only be used for "permanent residence purposes," which is defined for this purpose as the occupancy of the home by the same natural person or family for one year or more, and it was further

RESOLVED that when a homeowner rents out his home or otherwise permits it to be occupied by a person or persons who are not family members of the owner, the names of the occupants must be provided to the managing agent along with a copy of the lease or a statement certifying that the occupants will remain in residency for at least a full year, and it was further

RESOLVED, that the managing agent is hereby directed to notify all association members immediately of this rule, and that the rule shall go into effect on April 25, 2018.

Dated: White Plains, NY
April 25, 2018


Secretary of the Board of Directors

Rules of The Ridgeway at White Plains Homeowners Association

The following rules are being issued as a result of the ballot taken in March of 1995. These rules are new rules , or definitions and clarifications and are in addition to the existing declarations and bylaws as stated in the "Amended and Restated Offering Plan"

I. Architectural Review Board (ARB): Restrictions on Improvements

1. The following improvements are allowed with prior ARB approval:

- A) Swing sets
- B) Satellite dishes
- C) Fences
- D) Porches
- E) Patios
- F) Rear awnings
- G) Hot tubs with ARB approved screening and safety cover
- H) Vegetable and Herb gardens
- I) Other items not included in 2 below.

2. The following improvements are allowed without requiring ARB approval:

- A) Pre-approved mail boxes(style and color to be indicated)
- B) Rear yard bar-b-ques (permanent gas grills must be installed by a licensed professional)
- C) Table/chairs
- D) Standard pre-approved storm doors (style, color and brand to be indicated)
- E) Kiddie pools (must be removed daily)
- F) Temporary sport structures (must be removed daily)

3. The following item(s) are added to the list of items completely prohibited

- A) Shutters

4. Homeowners are required to comply with the rules and procedures established by the ARB. The current rules and procedures are those established in the memo dated 8/21/95.

II. ARB Members

1. The ARB shall consist of three members elected by the homeowners and serve staggered two-year terms.

2. One of the three members of the ARB shall be a liaison to the Board.

III. Landscaping and Snow Removal

1. The homeowner is responsible for removing the snow from their walkways.
2. Snow removal will not include removal in the area of the amenities (pool, tennis, tot lot) except for the clearing of a path to the clubhouse.
3. At least three bids for snow removal and all other community services will be received at least every three years by the Board and kept on file available for viewing by all Association members.
4. The Association will be responsible for replacing the street trees that are required by the City of White Plains, unless caused by negligence of the homeowner.
5. In order to maintain the beauty and look of the community, the homeowner is required to replace, at its own cost, any trees, shrubs, and plants that die on his property.
6. The ARB will be empowered, in the common area only, to replace dead or diseased trees, shrubs and plants, at the Association's expense. The ARB will not be empowered, at its sole discretion, to plant new trees, shrubs and plants.
7. The ARB shall issue a warning letter to any homeowner failing to comply with these requirements prior to levying a fine.

IV. Restrictions on Vehicles

1. Cars parked in the street during winter storms must be moved daily to allow for proper snow removal and must not block the roadway.
2. Vehicles with commercial signage are to be garaged.

V. Restrictions on Use

1. Commercial activity is defined as activity that increases traffic, emanates any odors, noise or nuisances, is disorderly, immoral or illegal.
2. Signs to advertise commercial activity are not permitted, except on vehicles as permitted above.
3. All commercial activity is required to be registered with the Board.
4. If a homeowner registers a complaint regarding commercial activity, the Board must investigate the situation and enforce any changes deemed necessary.

VI. Removal from the Board

1. A Board member may be removed from the Board with cause by at least a 2/3rds vote of all homeowners. This will take place at an open meeting after ten day notice to all homeowners. The Board member has the right to be heard at the meeting.

2. A Board member who misses more than one-third of scheduled Board meetings per year will resign from the Board, unless extenuating circumstances prevail (e.g.: death or illness in family).
3. Any Board member who places his/her Lot on the market for sale or lease must resign from the Board. Notwithstanding the foregoing, non-resident owners may serve on the Board.

VII. Meetings of the Board

1. All Board meetings shall be open to any homeowner for attendance and participation only, but not for voting purposes.
2. Any homeowner wishing to have an item brought up for discussion is requested to submit the item in writing to a Board member at least one business day in advance of the next meeting.
3. Unapproved minutes of a Board meeting must be typed within 10 business days after the meeting, available to all homeowners, and maintained in the office of the management company for review by any homeowner.

VIII. Qualifications of Directors

1. No two members of any household may sit on any Board at the same time.
2. To qualify as a Director, a homeowner is required to be current on all assessments.

IX. Officers

1. Directors may not hold more than one office (i.e., one person cannot be both President and Vice President).

X. Budget and Special Assessments

1. The Board can approve special assessments only to the extent of repairing, replacing or maintaining existing improvements to the common areas. Additions to the common areas shall require approval by a vote of the majority of the members.

XI. Capital Expenditure

1. A schedule and a reserve fund for significant capital expenditures shall be devised.

XII. Fines

1. The Board shall be required to send a warning letter to any homeowner in violation of the by-laws. Prior to levying fines, the homeowner will be allowed a one-week minimum grace period to respond with a plan of appropriate action to diligently pursue a remedy to the problem.

XIII. Bank Accounts

1. Association's funds to be in a New York bank.

XIV. Maintenance

1. Individual homeowner to be responsible for periodic gutter cleaning and driveway sealing.

XV. Association Meetings

1. There shall be a minimum of two homeowners association meetings per year, one for elections and one for a discussion of the budget.

**RESOLUTION
BOARD OF DIRECTORS
OF
RIDGEWAY AT WHITE PLAINS**
(Ban on Short Term Occupancy)

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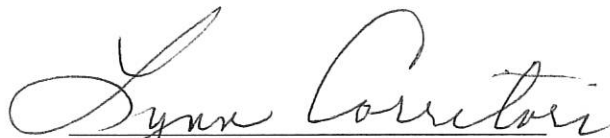
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RESOLVED that a member's home shall only be used for "permanent residence purposes," which is defined for this purpose as the occupancy of the home by the same natural person or family for one year or more, and it was further

RESOLVED that when a homeowner rents out his home or otherwise permits it to be occupied by a person or persons who are not family members of the owner, the names of the occupants must be provided to the managing agent along with a copy of the lease or a statement certifying that the occupants will remain in residency for at least a full year, and it was further

RESOLVED, that the managing agent is hereby directed to notify all association members immediately of this rule, and that the rule shall go into effect on April 25, 2018.

Dated: White Plains, NY
April 25, 2018


Secretary of the Board of Directors

Important Notice

All homeowners must be thoroughly familiar with all rules and regulations herewith. The Recreation Committee, with the help of Stillman Management, is diligently working towards creating a safe and enjoyable environment for all.

Please make sure all residents have their pool house keys when they go to the pool as they will be responsible for locking the pool house when the attendants are not on duty.

2012

Ridgeway at White Plains Pool Rules and Regulations

(in accordance with the rules and ordinances of the City of White Plains, the County of Westchester, the State of New York and the Department of Health)

1. The Ridgeway at White Plains Homeowners Association Inc. is not responsible for any injury or loss to person or property resulting from use of the pool or the pool area.
2. Use of the pool is limited to the hours of operation. No swimming is permitted after dusk.
3. **The pool will be open Friday, May 25 (Memorial Day weekend) through Labor Day, September 3, from 7:00 a.m. – 8:30 p.m.**

Pool Attendant Hours – Friday, May 25th through Thursday, June 21st:

2 p.m. to 7 p.m. Mon., Tues., Wed, Thurs., Fri.

9 a.m. to 7 p.m. Sat, Sun & Holidays

Pool Attendant Hours – Friday June 22nd, through Labor Day, Monday, September 3rd:

9 a.m. to 7 p.m. Every day

4. **POOL IS CLOSED:** In the event of lightning or thunder all bathers must clear the pool and the pool area. The pool will remain closed for a period of 30 minutes after the last thunder is heard or lightning seen. This is mandated by the Department of Health.
5. **The Pool Attendant on duty has the authority in interpreting and applying all of the pool rules and regulations.**
 - A. The Pool Attendant has the authority to remove people from the pool and pool area and to call the police if necessary.
 - B. The Pool Attendant shall not be reprimanded by any resident or guest. Residents and guests with problems or complaints that cannot be handled satisfactorily are to call Stillman Management at 914-813-1900.
 - C. Residents found violating the Rules and Regulations will be reported to the management company and fines will be issued.

6. Entry to the pool area.
- A) Through the pool house at all times, except for residents with strollers or those requiring assistance.
 - B) Pool gates are to be kept locked when the Pool Attendant is not present.
 - C) All residents and guests must sign in. Complete attendance records help us to comply with the State Board of Health reporting requirements.

7. **Use of the pool outside of Pool Attendant operating hours.**

All Residents are asked to use good judgement in providing supervision appropriate to the skill level and number of the persons in their family or group beyond the following minimum requirements.

- A) A minimum of two (2) persons, one 18 years or older and one at least 12 years of age, who has passed the RWP Pool Attendant's approved swim test (see 8.A), must be present whenever the pool is in use during non-Pool Attendant operating hours.
- B) Any family/group with children under the age of 18 must ensure that the following number of supervising adults (18 years of age or older who are responsible for the children) are present at all times during non-Pool Attendant operating hours:
 - ☐ A minimum of 1 supervising adult must be present for children 12 or older or a single child under the age of 12.
 - ☐ A minimum of 2 supervising adults must be present when there is more than 1 child under the age of 12.
 - ☐ When a group of children exceeds 5, an additional supervising adult must be present for each additional group of 5 children or part thereof.

8. **CHILDREN USING THE POOL**

- A) In order to swim without supervision, a Swim Test is required annually for all children, including guests, under 16 years of age. The test is required before use of the pool and consists of swimming 2 lengths of the pool and treading water for one minute. The Pool Attendants will administer the test and have sole discretion to determine passing or failing. The test can be taken as many times as needed until passed.
- B) Children under 12 years of age **MUST** be accompanied by a parent or supervising adult 18 years or older (an individual who is responsible for the children and their behavior).
- C) Children under 4 years of age or those children 4 years or older who do not know how to swim or who require flotation devices, **MUST** be accompanied by a parent or supervising adult in the pool at all times.
- D) During Pool Attendant hours only, children 12 years of age and over who have passed the Swim Test, are permitted unaccompanied to the pool. Such children are allowed only one (1) guest. Unaccompanied children will follow all Rules and Regulations and those who disregard the Rules will not be allowed back to the pool without a supervising adult.
- E) If a child, under 12 years of age, is acting dangerously or disturbing others, at the Pool Attendant's discretion, a 5 minute "time out" may be required where the child must leave the pool. A verbal warning will be given to the supervising adult before the first time out.
- F) Children not toilet-trained shall wear "pool diapers" while in the pool. **No regular or regular disposable diapers are allowed in the pool under any circumstances.** If an accident occurs it is the responsibility of the parent or guardians to clean up after the child under the direction of the pool attendant. The pool will then be closed for upward of 1 hour until the water has circulated one rotation.

- G) Carriages, strollers, toys and towels etc. should not be positioned in walkways or near exits as to obstruct traffic. During crowded periods, please leave your stroller outside the gate.
9. IN AN EMERGENCY, NOTIFY THE POOL ATTENDANT AND CONTACT HELP AS SOON AS POSSIBLE. A red (emergency) telephone, found in the hallway between the pool and the pool house entry way, is provided **for emergency use only**. Telephone numbers for the nearest emergency medical service are posted.
10. Absolutely NO GLASSWARE may be brought into or used anywhere in the pool area.
11. Beverages are allowed in the pool area as long as they are in non-breakable containers. Only small-size snack food may be consumed in the pool area. Eating is permitted in the pool house and on the picnic patio. **Residents and guests are requested to ensure cleanliness of the area after snacking.** The Pool Attendant has the authority to ask any resident/guest to clean up their area.
12. The following equipment is allowed in the pool subject to Pool Attendant discretion: large floats, tubes, balls, kick boards and other similar devices. At all times, the equipment is to be used for swimming, not horseplay. Only safety equipment (e.g., water wings) is permitted without question. Please remove any objects from the pool when not in use.
13. Smoking is NOT allowed in the recreation area: pool area, pool patio, pool house or tennis courts.
14. Proper swimming attire is required at all times.
15. SEATING
- A) Residents and guests are required to put towels on lounge chairs before using them.
 - B) Seats may not be reserved. The Pool Attendant may remove items left for over 1 hour and place them in safekeeping if the seating is needed for others.
 - C) On Weekends and Holidays, during crowded periods, each unit is permitted a maximum of two (2) chairs/lounges owned by the Community in the pool area. Please remember that provided seating is first for the use of residents and then their guests when available.
16. **THE FOLLOWING ARE PROHIBITED:**
- A) Running, pushing, ball playing, Frisbee throwing or other similar activities on the pool deck or in the patio area.
 - B) Diving
 - C) Running & jumping in pool from low or high side.
 - D) Bubbles (soap or plastic)
 - E) Chalk
 - F) Radios without the use of personal earphones, with the exception of the pool attendant who is allowed to use a radio without earphones when it will not cause a distraction to homeowners.
 - G) Pets in the pool, pool area or pool house.

17. A 15-minute adult-only swim period will be allowed each hour, at the Pool Attendant's discretion or a Resident's request.
18. **POOL MEMBERSHIP**
A) Membership is limited to residents or owners at Ridgeway at White Plains.
B) Use of the pool area is to be assigned to either the owner or renter but not both.
- A) **GUEST POLICY**
- ☐ Residents are responsible for the conduct of their guests. Guests are subject to all rules and regulations.
 - ☐ **4-guest policy:** On crowded days, Residents are permitted four (4) guests per unit. Children under the age of four will not be counted toward this guest limitation rule.
 - ☐ Guest policy limits can be adjusted at the discretion of the Pool Attendant based on the availability of space. If the pool becomes crowded after such limits are exceeded, it is the responsibility of the Resident to reduce their units' presence at the pool.
19. Residents and their guests are requested to put cups, containers and other trash in the receptacles before leaving the pool, patio or pool house areas.
20. Residents/guests are expected to leave the Restroom area clean after use. Please report any problems to the Lifeguard or to the Management Co.

It is understood and agreed that the pool is only a service to the Residents and the Ridgeway at White Plains Homeowner Association, Inc. cannot assume any responsibility or any injury or loss to person or property. By use of the pool, residents and their guests assume the risks inherent in the use of the pool, or being in or about the pool, or being in or about the pool premises and agree to indemnify and hold Ridgeway at White Plains Homeowners Association, Inc. harmless from any such liability.

The Board of Directors reserves the right to rescind, alter, waive or add any rule or regulation when in its judgment it is necessary or advisable.

ITEM 1

REC 618

LIBER 9444 PAGE 251

Record and return to:

GIOFFRE, GIOFFRE, CALLO & COLANGELO
220 Westchester Avenue
P.O. Box 391
Port Chester, New York 10573-0391

DECLARATION OF COVENANTS AND RESTRICTIONS

PEPPERTREE

WHITE PLAINS, NEW YORK

SEE FILED MAP NO. 22759

This DECLARATION, made as of this 31st day of January 1989, by Brookwood Associates ("Sponsor"), a New York general partnership having an address at Sky Meadow Farm, Purchase, New York 10577,

W I T N E S S E T H:

WHEREAS, Sponsor is the owner of the "Property" described below, which Property Sponsor desires to develop as a residential community with various permanent open spaces and other common facilities for the benefit of the community; and

WHEREAS, Sponsor desires to provide for the preservation of the values and amenities of the Property and for the maintenance of the open spaces and other common facilities, and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, all for the benefit of Property and each owner thereof; and

The property affected by this instrument is shown on the official tax map of the City of White Plains as Ward 6, Block 130, Lot 1.

LIBER 9444 PAGE 252

WHEREAS, Sponsor has deemed it desirable for the efficient preservation for the values and amenities of the Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the community's common property and improvements, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, Sponsor has caused to be incorporated Peppertree Homeowners Association, Inc. under the Not-for-Profit Corporation Law of the State of New York, for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Sponsor, for itself, its successors and assigns, declares that the real property described in Section 1.19 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, assessments, charges, liens and other provisions of this Declaration, as it may hereafter be amended.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall, unless the context clearly requires otherwise, have the meanings set forth below. The terms are listed in alphabetical order. Terms appearing in upper-case letters within the text of this Declaration are defined in this Article.

Section 1.01. "ARB" means the ASSOCIATION'S Architectural Review Board as described in Article 5.

Section 1.02. "Assessments" means charges imposed by the ASSOCIATION to recover expenses incurred by the ASSOCIATION in fulfilling its responsibilities and exercising its rights hereunder.

Section 1.03. "Association" means Peppertree Homeowners Association, Inc., a New York Not-for-Profit Corporation.

Section 1.04. "Association Expenses" means expenses incurred by the ASSOCIATION in fulfilling its responsibilities and exercising its powers hereunder.

Section 1.05. "Board" means the Board of Directors of the ASSOCIATION.

Declaration

DEER 9444³FILE 253

Section 1.06. "By-Laws" means the By-Laws of the ASSOCIATION, as they may hereafter be amended, the initial text of which is annexed hereto as Schedule A. By-Laws shall be considered a part of this DECLARATION for all purposes, except that, in the event of conflict between a By-Law provision and a provision in the main body of this DECLARATION, the latter shall govern.

Section 1.07. "Certificate" means the Certificate of Incorporation of the ASSOCIATION, filed with the Secretary of State on July 7, 1987, as it may hereafter be amended.

Section 1.08. "City" means the City of White Plains, New York.

Section 1.09. "Common Areas" means those parts of the PROPERTY which are not LOTS, are not owned by SPONSOR and have not been dedicated to the CITY or other governmental agencies. Such areas are intended to be devoted to the common use and enjoyment of the owners of the PROPERTY, and are conveyed to the ASSOCIATION simultaneously herewith, subject to SPONSOR'S reservation of the right to revise their boundaries as described in Section 10.03. The term "Common Areas" shall also refer, as the context requires, to improvements on the Common Areas.

Section 1.10. "Declaration" means this Declaration, including (unless the context clearly requires otherwise) the BY-LAWS.

Section 1.11. "Director" means a member of the BOARD.

Section 1.12. "Home" means a unit of residential housing situated on a "LOT".

Section 1.13. "Land Use Documents" means this DECLARATION, the CERTIFICATE, the BY-LAWS, the rules and regulations published hereunder by the BOARD, and other documents or instruments governing the operation of the ASSOCIATION and the PROPERTY.

Section 1.14. "Lot" means a plot of land intended and subdivided for residential use, and shown on the MAP, the MAP may be hereafter revised. It shall not include any area depicted on the MAP as COMMON AREAS.

Section 1.15. "Map" means a map entitled "Subdivision Map of Brookwood in the City of White

Declaration

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Plains, Westchester Co., N.Y.", made by Ward Carpenter Engineers, Inc. on March 24, 1986, additional information added on July 18, 1986, and filed in the Westchester County Clerk's Office on May 6, 1987, as map no. 22759

Section 1.16. "Member" means the holder of a membership interest in the ASSOCIATION, as described in Article III.

Section 1.17. "Offering Plan" a plan filed with the New York State Department of Law for SPONSOR'S public offering for sale of LOTS and appurtenant memberships. References to "the Offering Plan" shall refer to any one or more then-effective Offering Plans, as they may have been revised to the time in question.

Section 1.18. "Ponds" means the drainage ponds which are intended to be created on the PROPERTY in the course of development.

Section 1.19. "Property" means the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this DECLARATION, consisting of all that certain plot, piece or parcel of land, with the appurtenances thereof and the buildings and improvements now or hereafter erected thereon, situate, lying and being the City of White Plains, Westchester County, State of New York, and shown and designated on the MAP. The PROPERTY currently consists of 94 LOTS and various parcels comprising COMMON AREAS. Revision of the MAP as described in Section 10.05 will not change the definition of the PROPERTY, but may affect the boundaries of the LOTS and COMMON AREAS within the PROPERTY. Dedication of a portion of the Property to the CITY or other governmental entities will reduce the size of the PROPERTY.

Section 1.20. "Roadways" means roads on the PROPERTY depicted on the MAP, together with associated curbing, parking areas, bridges, culverts, and other appurtenances, as the same may hereafter be constructed, located, reconstructed and relocated.

Section 1.21. "Sponsor" means Brookwood Associates and parties succeeding to its interest as SPONSOR, pursuant to Section 9.10.

Section 1.22. "Turnover Date" means (a) the date on which SPONSOR ceases to own at least a majority of the LOTS, or (b) five years after the date on which SPONSOR ceases to own all LOTS, whichever is earlier.

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Section 1.23. "Withdrawal Date" means (a) the date on which SPONSOR ceases to own at least one LOT, or (b) five years after the date on which SPONSOR ceases to own all LOTS, whichever is earlier.

ARTICLE II

Easements and Encumbrances

Section 2.01. Easements and Encumbrances. SPONSOR believes, but does not hereby warrant, that the PROPERTY is now benefitted and burdened by the following:

- (a) Easement, if any, of easements reserved in Liber 5102 cp 165, and Liber 5102 cp 168.
- (b) Declaration in Liber 7833 cp 442.
- (c) Easement in Liber 7309 cp 162.
- (d) [Water and sewer easements to be granted to CITY].

ARTICLE III

The ASSOCIATION

Section 3.01 General. The ASSOCIATION has been organized, among other purposes, to own, administer and maintain the COMMON AREAS and, to the extent set forth in this DECLARATION, to preserve the beauty and value of the PROPERTY. The ASSOCIATION shall act in accordance with the terms and provisions of this DECLARATION, the CERTIFICATE and the BY-LAWS.

Section 3.02. MEMBERSHIP. The owner of each LOT, including SPONSOR so long as it owns one or more LOTS, shall automatically be a MEMBER and shall have all of the rights and obligations of MEMBERSHIP. MEMBERSHIP shall be appurtenant to each LOT, and the MEMBER for that LOT shall be the person, persons, entity and/or entities which is one or are the owner of record of fee title to that LOT. Only one MEMBERSHIP shall be appurtenant to a LOT, regardless of the number of persons and/or entities sharing record ownership of the LOT. SPONSOR on the one hand, and the MEMBERS other than SPONSOR on the other hand, shall be considered MEMBERS of different classes to the extent, if any, necessary to give effect to the provisions of this DECLARATION.

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Section 3.03. The BOARD. All of the powers and duties of the ASSOCIATION under this DECLARATION shall be exercised by the BOARD or any duly authorized representative or agent of the BOARD, unless otherwise specifically delegated to the MEMBERS under any of the LAND USE DOCUMENTS.

Section 3.04. Notice of Transfer. Designation of Representative and of Resident Family. (a) Upon conveyance of fee title to a LOT, or of any fractional interest therein, the outgoing and incoming owners shall jointly execute and deliver to the ASSOCIATION a "Notice of Transfer", advising the ASSOCIATION of the transfer of ownership. The Notice of Transfer shall be accompanied by the incoming MEMBER'S designations described in the succeeding subparagraph (b).

(b) Each MEMBER, upon acquiring a LOT, shall deliver to the ASSOCIATION an instrument in recordable form reasonably satisfactory to the ASSOCIATION, executed by or on behalf of each person and/or entity having any interest of record in fee title to the LOT. Such instrument shall designate one or more adult individuals to act on behalf of the MEMBER in all matters (including but not limited to receipt of notices) affecting the LOT, the membership and the ASSOCIATION. If more than one individual is thus designated, such instrument shall state their order of precedence in the event that they purport to take conflicting actions. Such instrument, which may be amended at any time by delivery to the ASSOCIATION of a similar instrument, shall also (1) state the address to which notices affecting the MEMBERSHIP shall be delivered, and (2) in the case of a MEMBER which is not one or more MEMBERS of a family which will reside in the MEMBER'S HOME, designate the persons which will reside in the MEMBER'S HOME. If the identity of such persons changes, by reason of the lease of the HOME or otherwise, the MEMBER shall give notice of such fact to the ASSOCIATION.

Section 3.05. Voting Rights. Each MEMBER may cast one vote in all matters upon which the MEMBERS are entitled to vote, except that SPONSOR shall not cast votes with respect to the election of DIRECTORS to be elected by the MEMBERS other than SPONSOR. In no event may voting rights be suspended for non-payment of ASSESSMENTS.

Section 3.06. Responsibilities of the ASSOCIATION. The ASSOCIATION shall have power and responsibility for the following:

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(a) Generally supervising, administering and enforcing the provisions of the LAND USE DOCUMENTS.

(b) Insuring the PROPERTY as further described in Sections 3.08-3.09.

(c) Providing such protection of the persons and property of the MEMBERS as the BOARD deems appropriate, which protection may include (but need not be limited to) providing manned and/or automated access control to the PROPERTY, security patrols of the PROPERTY and/or electronic links between the HOMES and a common monitoring point for security purposes. The ASSOCIATION may require that the cost of installing and maintaining such link be borne by the owner of the HOME thus connected. In no event shall the ASSOCIATION be liable to any party for failure to respond to alarms or signals, or otherwise for lapses in monitoring or performance of other security functions.

(d) Maintaining the COMMON AREAS, including but not limited to landscaping and preserving retaining walls, recreational facilities, signs, fencing, buildings and other improvements thereon and restoring the same after casualty or other damage thereto. The ASSOCIATION shall maintain the PONDS (together with related dams, culverts, sluiceways and other appurtenances as are not required to be maintained by any governmental entity or utility company), in accordance with applicable requirements of the CITY. The ASSOCIATION shall operate and maintain such of the ROADWAYS, and the sewage, drainage, water and other utility systems on or serving the PROPERTY, as are not required to be maintained by SPONSOR, any governmental entity or any utility company. The ASSOCIATION shall also maintain retaining walls and similar site improvements which are located on the LOTS.

(e) Performing landscaping, snow removal, exterior building maintenance and similar services on behalf of the MEMBERS, on a uniform basis for all LOTS as further described in this Section.

(f) Periodically moving, and maintaining lawn areas, as required to maintain the LOTS.

(g) Replacing dead or diseased trees, plants and shrubs where reasonably required. The determination as to whether to replace trees, plants and shrubs shall be made by the ARB.

(h) Snow removal from ROADWAYS, driveways and parking areas, together with any related activities.

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(i) Maintaining, repairing and/or replacing roofs on the HOMES, together with flashing, seals and other weatherproofing elements associated with such roofs or located at points of attachment between adjacent HOMES.

(j) Maintaining exterior surfaces of windows and doors (excluding glass), and periodically applying paint, stain and/or other preservatives to exterior siding and trim, and the exterior surfaces of windows and doors, of the HOMES.

(k) Maintaining the "laterals" (pipes, lines and appurtenances), connecting each HOME to the water supply and sanitary sewer systems (and to other utility systems to the extent that maintenance is not the responsibility of the utility company), provided that the owner of each HOME shall be responsible for maintaining all pipes and lines within his HOME.

~~(l)~~ (l) Maintaining driveways, courtyards, walkways and similar paved areas (on the LOTS and the COMMON AREAS).

(m) Enforcing any rights, and fulfilling any obligations, appurtenant to the PROPERTY.

Section 3.07. Cure of default. If any MEMBER causes any unsightly, disorderly or dangerous condition to exist on his LOT, or otherwise defaults in his obligations hereunder with respect to maintenance of his LOT and the improvements thereon, the ASSOCIATION (upon not less than ten (10) days' notice to the MEMBER, or without such or any notice if the MEMBER is not SPONSOR and if the BOARD reasonably determines that an emergency exists) may cause its employees or agents to enter onto the MEMBER'S LOT and take such actions as the ASSOCIATION deems appropriate to remedy such default. The MEMBER shall reimburse the ASSOCIATION for the cost of such action within ten (10) days after the ASSOCIATION gives notice demanding the same; such reimbursement, together with interest thereon at the rate applicable to delinquent ASSESSMENTS, shall be a lien on the LOT as if it were an unpaid ASSESSMENT hereunder. The foregoing notice and reimbursement provisions shall not apply to landscaping, snow removal, exterior maintenance or similar services provided by the ASSOCIATION on a regular basis.

Section 3.08. Insurance of COMMON AREAS; Liability Insurance. The ASSOCIATION shall insure the COMMON AREAS against loss from fire, and such other casualties as the BOARD deems appropriate, for the then full replacement cost of the improvements located thereon. The ASSOCIATION may

also maintain fidelity insurance against dishonest acts on the part of officers, directors and employees of the ASSOCIATION, and shall maintain public liability insurance, covering (to the extent obtainable) the ASSOCIATION, each MEMBER (together with its licensees, invitees, guests and lessees), and the managing agent, if any, against liability arising out of occurrences on or use of the COMMON AREAS and the exterior portions of the LOTS, the exercise of rights hereunder, and the ASSOCIATION'S performance of its responsibilities hereunder. Such liability coverage need not cover occurrences within the HOMES, and need not cover MEMBERS, as owners, for occurrences on their own LOTS. The BOARD shall also maintain worker's compensation insurance covering employees, if any, and liability insurance for officers and directors.

Section 3.09. Insurance in General. All premiums for insurance coverage maintained by the ASSOCIATION shall be paid by the ASSOCIATION. Subject to the foregoing general requirements, the BOARD shall determine the insurers, the policy limits, the coverage and the provisions of such policies. All policies shall provide for waiver of subrogation against insureds, and shall not allow cancellation for acts of any insured. MEMBERS may maintain other or additional coverage which does not impair or affect the ASSOCIATION'S coverage. See Section 7.13 with respect to insurance of HOMES.

Section 3.10. Construction and Maintenance of Roadways. All ROADWAYS shall be constructed by SPONSOR in strict accordance with the specifications and requirements of the CITY, and shall thereafter be kept and maintained by the ASSOCIATION in strict accordance with the specifications and requirements of the CITY, Westchester County and other governmental entities having jurisdiction.

ARTICLE IV

Use of the COMMON AREAS; Easements

Section 4.01. Use of COMMON AREAS. (a) Each part of the COMMON AREAS shall be used for the purpose for which it is reasonably intended, subject to the further provisions hereof, subject to such reasonable rules and regulations as the BOARD may publish and/or amend from time to time, and subject to governmental limitations and requirements. Subject as aforesaid, the COMMON AREAS shall be used solely by those persons entitled to reside in the HOMES, their household servants and guests.

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(b) Areas designated on the MAP as "Common Open Space" shall in general be preserved in their natural state, and their use shall be limited to appropriate conservation and passive recreation purposes, provided that portions of such areas may be used for active recreation in accordance with applicable governmental approvals.

(c) The COMMON AREAS shall at all times be maintained in good repair and condition, and shall be operated in accordance with high standards.

(d) Neither the COMMON AREAS nor any interest therein shall be sold, conveyed, transferred, subdivided or otherwise alienated except as described in Section 4.06 and 4.07, and as described in Section 10.03.

(e) This Section shall not be amended.

Section 4.02. Easements. There shall be the following easements over, across, under and through the PROPERTY:

(a) The ASSOCIATION and each MEMBER shall have the non-exclusive right to use the COMMON AREAS in accordance with this DECLARATION. However, maintenance, alteration, construction, replacement, reconstruction and similar activities affecting the COMMON AREAS shall be performed exclusively by the ASSOCIATION (not by the owners of the LOTS).

(b) The ASSOCIATION, each MEMBER, every utility company serving the PROPERTY, and all governmental entities having jurisdiction shall have a non-exclusive vehicular and pedestrian right-of-way over the ROADWAYS. The boundaries of such right-of-way shall be depicted on the MAP. Each LOT shall be afforded access to the ROADWAYS, for the benefit of the owner, the ASSOCIATION, every utility company serving the PROPERTY and all governmental entities having jurisdiction, directly by means of a single, reasonably-located "curb cut".

(c) The ASSOCIATION and each MEMBER shall have the right to connect with, maintain and use all utility lines, systems and appurtenances which may from time to time serve the PROPERTY. The "laterals" connecting each HOME with those parts of the water supply, sanitary sewer and other utility systems also serving other parts of the PROPERTY shall be maintained by the ASSOCIATION, to the extent that the utility company is not responsible. Easements shall exist for the installation, maintenance, use and replacement thereof in accordance with plans for

the PROPERTY approved by the respective utility companies and governmental entities. All utility lines, systems and appurtenances within each HOME shall be maintained by the owner of the HOME.

(d) There shall be easements in favor of the ASSOCIATION, each MEMBER and all governmental entities having jurisdiction for the operation of the storm water drainage system serving the PROPERTY, and for the flowage of water across the PROPERTY in accordance with the design of such system as approved by governmental entities having jurisdiction, as such approval may hereafter be amended.

(e) There shall be an easement in favor of the ASSOCIATION for the purpose of fulfilling the responsibilities and exercising the rights conferred on it hereunder.

(f) Each MEMBER shall have a right of access on and over the COMMON AREAS, and the LOT or LOTS adjoining his LOT, to the extent reasonably required to allow maintenance of his HOME. However, no MEMBER shall enter onto another LOT in pursuance of the foregoing right without first "clearing" such activity with the BOARD or the managing agent engaged by the BOARD, and MEMBERS shall conduct such activity according to any rules or regulations published by the BOARD.

(g) The ASSOCIATION shall have the right to draw water from exterior taps on the LOTS, for incidental use in watering landscaped areas on the LOTS and COMMON AREAS.

Section 4.03. Member's Rights. Rights and easements conferred on MEMBERS under Section 4.02 shall also inure to the benefit of the MEMBERS' invitees, licensees, guests and lessees, and to the individuals and/or entities comprising a MEMBER which is not a single individual, subject to the further provisions hereof.

Section 4.04. SPONSOR'S Rights. SPONSOR reserves a right of way, over, across, under and through the PROPERTY for the purpose of (a) completing construction on the PROPERTY, including but not limited to installation, maintenance, connection to and use of utility lines, and the fulfillment of any construction warranty or guaranty, and (b) marketing HOMES. See also Section 6.12.

Section 4.05. Exercise of Rights. All rights and easements granted under this Article IV shall be exercised carefully, with minimum practicable disturbance of the affected areas. Areas disturbed by such exercise shall be

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repaired or restored to their prior condition as soon as practicable by the party exercising such rights, provided that (in the case of SPONSOR) such repair or restoration shall be performed promptly after notification by the ASSOCIATION or any MEMBER. The ASSOCIATION, or any other party exercising such rights, shall carry adequate insurance covering its activities in pursuance of such rights. The ASSOCIATION shall indemnify, defend and hold harmless each MEMBER against claims, losses, damages and liabilities arising out of (1) the use by any party of those parts of the COMMON AREAS which are maintained or otherwise controlled by the ASSOCIATION hereunder; (2) the fulfillment of the ASSOCIATION'S responsibilities hereunder; or (3) the exercise or attempted exercise by the ASSOCIATION of easement rights hereunder. However, nothing in the preceding sentence shall relieve any MEMBER of his obligations hereunder to the ASSOCIATION or to other MEMBERS.

Section 4.06. Conveyance of Easements. SPONSOR and the ASSOCIATION shall each have the right to convey or offer in dedication to any utility company or governmental entity easements over, across, under and through the PROPERTY for the installation, maintenance and use of underground water, sanitary sewage, storm drainage, cable television, gas, electric, telephone and other utility lines and appurtenances serving the PROPERTY, and for ditches, swales, detention ponds and other components of a storm drainage system serving the PROPERTY, provided only that no interference with any actual HOME is allowed.

Section 4.07. Other Conveyances. SPONSOR reserves the right to convey or offer in dedication to any utility company or governmental entity such parts of or interests in the COMMON AREAS as it reasonably deems appropriate to further the development and use of the PROPERTY. The ASSOCIATION may convey or offer in dedication to any utility company or governmental entity such parts of or interests in the COMMON AREAS, for such purposes and subject to such conditions as may be approved in writing by MEMBERS owning at least seventy-six (76) LOTS, and may mortgage the COMMON AREAS if so approved. However, until the TURNOVER DATE, no mortgage lien shall be placed on the COMMON AREAS without the further approval of 51% of all the MEMBERS other than SPONSOR and its nominee. Until the WITHDRAWAL DATE, no conveyance or mortgage affecting the COMMON AREAS may be made without SPONSOR'S approval.

Section 4.08. Encroachments. To the extent that any portion of any ROADWAY, parking area, driveway, utility

line, building or other structure as originally constructed by SPONSOR now or at any future time encroaches on any LOT or the COMMON AREAS, there shall be a perpetual easement for the continued maintenance and use of such encroachment. The foregoing shall also apply to any replacements of any such ROADWAY, driveway, parking area, utility line, building or structure if constructed in substantial conformance to the original. Without limiting the generality of the foregoing, where attached HOMES are joined in an offset manner, each HOME will necessarily encroach slightly on the adjacent LOT. This Section shall not be amended.

ARTICLE V

Architectural Review BOARD

Section 5.01. Architectural Review BOARD. The BOARD shall either appoint an Architectural Review BOARD ("ARB"), or constitute itself as the ARB, as described in the BY-LAWS. Unless and until it appoints an ARB, the BOARD shall be deemed to have constituted itself as the ARB.

Section 5.02. Governmental Approvals. The issuance of a building permit or license by any governmental entity shall not prevent the enforcement of these provisions, nor negate any requirement for the ARB's approval. Nevertheless, no improvement or structure of any kind shall be erected, placed or maintained, and no activity shall be conducted, on the PROPERTY unless all required governmental approvals have been obtained therefor, and except in accordance with all governmental requirements.

Section 5.03. Powers and Duties of the ARB.

(a) The prior approval of the ARB, which approval may be subject to conditions governing the conduct of the work, shall be required for (1) erection of any improvement or structure of any kind on any LOT; (2) the structural alteration of any HOME; (3) alteration in the color or external appearance of any improvement or structure on any LOT; and (4) alteration of the landscaping on any LOT. Without limiting the generality on the preceding sentence, the ARB's jurisdiction hereunder shall cover buildings, walls, garages, fences, pools, porches, patios, barbecues, awnings, shutters, and antennae.

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(b) Two (2) complete sets of plans and specifications for any proposed improvement or alteration shall be submitted to the ARB for its review, in such form and containing such information as the ARB may direct, and no work shall commence without the prior approval of the ARB. Such plans and specifications shall include, as appropriate, the proposed location, grade elevations, shape, dimensions, approximate costs, and nature, type and color of materials to be used.

(c) The ARB may refuse to approve any proposed plans or specifications which in its judgment do not adequately preserve the values and amenities of the PROPERTY, or do not adequately provide for harmony of location, construction and external design in relation to surrounding topography and structures, or do not adequately observe practical limitations imposed by the size of the LOTS. All approvals or disapprovals by the ARB shall be in writing and shall be delivered to the BOARD and the LOT'S owner. If the ARB fails to approve or to disapprove in writing any proposed improvement or alteration within thirty (30) days after submission to the ARB of the materials required hereunder, then such proposed improvement or alteration shall be deemed to have been approved by the ARB.

(d) The BOARD may publish such further rules and regulations as it deems appropriate and may adopt a schedule of reasonable fees for the processing of applications to the ARB.

(e) In no event shall the ARB have any power to approve any variance of the covenants and restrictions set forth in this DECLARATION.

Section 5.04. Limits on ARB Discretion. The ARB shall not unreasonably withhold or delay approval of (a) the maintenance or reconstruction of HOMES or other improvements substantially in accordance with their appearance before the damage necessitating such maintenance or reconstruction; (b) improvements or alterations designed to render HOMES reasonably accessible to handicapped persons permitted to reside there; or (c) interior, structural alterations to a HOME which would not jeopardize the structural integrity or ease of repair of adjoining HOMES.

Section 5.05. Exemption of SPONSOR. Anything to the contrary herein notwithstanding, no requirement for approval by the ARB shall apply to any activity of, or to any LOT owned by, SPONSOR. No ARB approval shall be

required for the continued use and maintenance of any improvement constructed or placed on any LOT by SPONSOR.

ARTICLE VI

Building Restrictions

Section 6.01. Residential Building. No building shall be erected, placed or permitted to remain on any LOT, other than one (1) single-family dwelling, and except to the extent necessitated by the attached configuration of HOMES.

Section 6.02. Garages. No garage parking space shall be converted to other use without the substitution of another enclosed parking space on the LOT.

Section 6.03. Recreation Facilities. Any recreation facilities on a LOT shall be adequately walled, fenced or landscaped in a manner approved by the ARB so as to provide a visual and acoustic buffer between such facilities and neighboring LOTS and COMMON AREAS. No exterior lighting shall be installed on a LOT without the approval of the ARB, and unless it is designed so that surrounding HOMES and COMMON AREAS are shielded from such lighting to the satisfaction of the ARB.

Section 6.04. Non-Interference with Easements. No structure, planting or other material shall be placed or permitted to remain on a LOT which may damage or interfere with the installation and maintenance of utility lines or the storm drainage system, or with the exercise of any easement rights. Grades and vegetation shall not be altered so as to affect drainage patterns or characteristics of the PROPERTY. The surface of any area on a LOT affected by any easement shall be maintained by the ASSOCIATION.

Section 6.05. Prohibitions. No accessory building, exterior or rooftop antennae or satellite dish, built-in barbecue grill, individual water supply system, individual sewage system, clothesline or other exterior clothes drying apparatus, tennis court, swimming pool, platform tennis court, basketball backboard, exterior artificial vegetation, or trailer, tent, shed or other temporary structure shall be permitted on any LOT. This Section shall apply to SPONSOR.

Section 6.06. Air-conditioning Units. No window or through-wall air-conditioning units shall be permitted on any LOT without the approval of the ARB. Compressors

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and frames for central air-conditioning systems which are located outside of a building shall be walled, fenced or landscaped, to the reasonable satisfaction of the ARB, to prevent any unreasonable noise therefrom.

Section 6.07. Signs. The size and design of all signs located on a LOT shall be subject to the approval of the ARB. No temporary or permanent sign, poster, advertisement or similar display of any kind shall be displayed to general view on any LOT, except that directional or traffic signs may be installed by the appropriate governmental entity, by SPONSOR, or by the ASSOCIATION, and a name and address plate in size and design approved by the ARB may be displayed. Without limiting the generality of the foregoing, MEMBERS other than SPONSOR shall not display any sign of any character indicating that a HOME is for rent or for sale.

Section 6.08. Trees. No tree shall be removed from any LOT or pruned beyond the reasonable requirements of safety and periodic maintenance, nor shall substantial wooded or overgrown areas be cleared, without the prior approval of the ARB. Any requisite CITY approvals for removal of trees anywhere on the PROPERTY shall be obtained.

Section 6.09. Site improvements. Fences, steps, retaining walls and similar site improvements now existing on the PROPERTY shall not be removed or disturbed without the prior approval of the ARB. Areas required to serve as buffers or screening, pursuant to governmental approvals affecting the PROPERTY, shall not be altered.

Section 6.10. Completion of Construction and Repairs. The construction of any new building, or the clean-up and repair of any LOT and/or building damaged by fire or otherwise, shall be diligently prosecuted and promptly completed. Repair or fire or other damage to improvements on a LOT shall be commenced within 30 days after the damage occurs, and shall thereafter be pursued continuously and diligently. If the BOARD so directs, repair by the respective MEMBERS of damage from a casualty affecting more than one HOME shall be subject to coordination (and if the BOARD deems appropriate, shall be performed) by the ASSOCIATION for the purpose of expediting repairs, and the cost thereof shall be appropriately allocated. This Section shall not be enforced against SPONSOR.

Section 6.11. Exceptions for SPONSOR. Notwithstanding anything in this DECLARATION to the contrary, SPONSOR may construct and maintain trailers,

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sales offices and temporary structures, together with signs relating thereto and to the offering of HOMES for sale or rent, on the COMMON AREAS and on any LOTS owned by it, and may use any LOT owned by it for all purposes relating to the completion of construction and the marketing of HOMES. SPONSOR may maintain signs relating to the marketing of HOMES, and identifying its construction lender and other participants in the development, on the COMMON AREAS at or near the vehicular entrance to the PROPERTY so long as it owns any LOT.

ARTICLE VII

Use Restrictions and Covenants

Section 7.01. Use. Each LOT shall be restricted to residential use by a single household, its servants and guests, and shall be used for no other purpose. No trade, profession, business or any other type of commercial activity shall be conducted on any LOT. HOMES shall not be used for transient occupancy. Use of the COMMON AREAS shall be governed by Section 4.01.

Section 7.02. Further Subdivision. No LOT shall be subdivided or reduced in size, except as provided in Sections 10.03 - 10.05.

Section 7.03. Maintenance. Each MEMBER shall maintain all structures on his LOT in a good, safe and sightly manner, and shall promptly restore any casualty damage thereto, whether or not fully covered by insurance. Each MEMBER shall maintain his HOME so as not to jeopardize the structural support afforded by it to any adjacent HOME, and so as to maintain the integrity of flashing, seals, roofing and other elements of construction which may affect the weatherproofing of any adjacent HOME. However, certain of such activities may be performed on the MEMBERS' behalf by the ASSOCIATION, as described in Section 3.06. Maintenance of structural elements in any common wall between adjacent HOMES (and insulating material in any cavity formed thereby), including extensions of such common walls (even if the extensions form the wall of only one of the HOMES), shall be the joint responsibility of the owners of the two HOMES. In such case, maintenance shall be performed in accordance with the coordinated maintenance procedures described below.

Section 7.04. Coordinated Maintenance. Portions of a HOME which a MEMBER is required to maintain or restore may be physically or mechanically interdependent with

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portions of the building required to be maintained by the ASSOCIATION and/or portions of a HOME required to be maintained by other MEMBERS, so that separate maintenance or restoration is impractical. In such cases, the ASSOCIATION may coordinate such maintenance or restoration, or may have it performed by the ASSOCIATION, with the cost to be appropriately allocated.

Section 7.05. Vegetation. MEMBERS shall not replace existing trees, shrubs or plants, or plant vegetable gardens or flowerbeds, without the prior approval of the ARB. No MEMBER shall permit the growth of noxious weeds or vegetation upon his LOT.

Section 7.06. Landscaping. All LOTS shall be maintained in a green and sightly manner. MEMBERS shall keep LOTS neatly groomed and watered, with trees and shrubs trimmed and lawn areas mowed, but the ASSOCIATION may assume responsibility for certain of such activities, as described in Section 3.06.

Section 7.07. Snow Removal Requirements. The ASSOCIATION and the MEMBERS shall keep ROADWAYS, driveways and parking areas free of snow and ice, and/or sanded when necessary to provide safety in walking and driving. The ASSOCIATION may discharge the MEMBERS' responsibilities on their behalf, as described in Section 3.06.

Section 7.08. Litter, Trash, Garbage. No articles of personal PROPERTY shall be hung or shaken from the doors or windows of any building. No MEMBER shall sweep or throw onto a LOT from his dwelling any dirt or other materials, or otherwise litter the PROPERTY in any way. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on the PROPERTY, except in a refuse area provided in each garage in accordance with directions of the BOARD. The removal of any trash which does not fit within such refuse areas and which requires special carting shall be the responsibility of the MEMBER, who shall make arrangements for such carting and pay the cost thereof. MEMBERS shall not store items outside of their HOMES.

Section 7.09. Nuisances. No MEMBER shall permit the emanation from his LOT of any unreasonable noises or odors. No MEMBER shall permit on his LOT any nuisance, any disorderly, immoral or illegal activity, or any activity which is observable by his neighbors and is unreasonably annoying or offensive to them.

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Section 7.10. Vehicles. No vehicle (including but not limited to vans, trucks, pick-up trucks and motorcycles), trailer or boat shall be parked on a LOT unless such vehicle is a passenger vehicle, is in a garage or designated parking space, or is a commercial vehicle in the process of being loaded or unloaded. Vehicles shall not be repaired on the PROPERTY, other than within garages or for brief emergency service. This Section shall not be enforced against SPONSOR.

Section 7.11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any LOT, other than dogs, cats and other typical household pets which are not kept for any commercial purpose, and which do not cause a nuisance or unreasonable annoyance to other MEMBERS. No more than two such pets shall be kept on any LOT, unless the BOARD approves otherwise. Pets shall not be allowed to roam unleashed. MEMBERS shall remove animal droppings left by their pets or the pets of their guests on the PROPERTY.

Section 7.12. PONDS. The PONDS are intended to be a scenic amenity and to serve as part of the storm drainage system for the PROPERTY. No swimming or other activity shall be conducted on or within the waters of the PONDS, other than maintenance by the ASSOCIATION.

Section 7.13. Insurance of Homes. Each MEMBER shall maintain a policy of insurance covering his HOME against fire and other casualties commonly covered by an "extended coverage" endorsement, naming the ASSOCIATION as an additional insured as its interest may appear (which interest shall consist of the right to compel prompt reconstruction under Section 6.10), in the amount of the estimated cost of replacing the improvements susceptible to damage by the perils covered. Each MEMBER shall maintain such insurance with a single insurer designated by the ASSOCIATION, which may require that all HOMES be covered by a master policy, or by similar policies with a common expiration date. However, a MEMBER may also maintain other or additional coverage which provides that the ASSOCIATION-directed coverage is primary, and will not be affected by the supplementary coverage. If a MEMBER fails to maintain his required coverage, the ASSOCIATION may procure such insurance and shall be reimbursed therefor within ten (10) days after giving notice to the MEMBER requesting the same. The ASSOCIATION shall cooperate in facilitating the disbursement of any insurance award in any manner reasonably designed to provide for prompt repair or restoration of damage to the improvements on a LOT.

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ARTICLE VIIIASSOCIATION Expenses, Assessments and Liens

Section 8.01. Affirmative Covenant to Pay
ASSOCIATION EXPENSES. ASSOCIATION EXPENSES shall comprise all expenses incurred by the ASSOCIATION in fulfilling the responsibilities and exercising the powers conferred on it hereunder, including but not limited to (a) taxes on the COMMON AREAS, (b) insurance premiums, (c) utilities supplied to the COMMON AREAS, (d) cost of management, maintenance and security employees or contractors, (e) fees of bookkeepers, accountants, attorneys and other professionals, (f) labor and materials for the operation, maintenance and repair of the COMMON AREAS, and (to the extent required hereunder or directed by the BOARD) for landscaping, snow removal and maintenance on the LOTS, (g) payment of interest on borrowed funds, (h) creation, maintenance and replenishment of reserves, (i) allowance for uncollected ASSESSMENTS, (j) franchise and income taxes, and (k) other operating expenses and expenses incurred in enforcing this DECLARATION. ASSOCIATION EXPENSES shall be paid by the ASSOCIATION from funds assessed and collected from MEMBERS in the manner set forth in this DECLARATION, and there is hereby imposed upon each LOT and MEMBER the affirmative covenant and obligation to pay its respective share of the ASSOCIATION EXPENSES, which covenant shall run with the land. Each MEMBER, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, shall be considered to have agreed and covenanted to pay the share of ASSOCIATION EXPENSES allocated to his LOT or LOTS. No MEMBER shall be relieved of liability for payment of his respective share of ASSOCIATION EXPENSES by non-use of the COMMON AREAS or by abandonment of his LOT.

Section 8.02. Budget Notice. Not less than sixty (60) days before the beginning of each fiscal year (which shall run from January 1 to December 31), the BOARD shall give notice (the "budget notice") to the MEMBERS setting forth the ASSOCIATION'S proposed budget for the forthcoming fiscal year. The budget shall be adopted by the BOARD, with such amendments as it deems appropriate, at a meeting held at a time specified in the budget notice, not more than forty-five (45) nor less than fifteen (15) days before the beginning of the fiscal year. The foregoing requirements with respect to the giving of a budget notice, and the timetable for adoption of a budget, shall not apply to budgets for the period (which may cover all or parts of

more than one fiscal year) ending on December 31 preceding the first Annual Meeting of MEMBERS.

Section 8.03 Budget. The budget shall include:

(a) Estimated ASSOCIATION EXPENSES for the forthcoming fiscal year.

(b) A description of each "capital" project (meaning thereby a repair, a replacement, new construction, or an acquisition of real or personal PROPERTY, not customarily considered a part of periodic maintenance, having a useful life of five (5) years or more, and costing more than \$5,000) proposed to be undertaken or continued during the forthcoming fiscal year, together with a description of how the ASSOCIATION proposes to pay for it.

(c) A division of estimated expenditures into "capital" and "non-capital" expenditures. Capital expenditures shall include all sums payable with respect to newly- or previously-funded or authorized capital projects, including interest payments on funds borrowed to pay for them, and contributions to reserve funds established to pay for them. Non-capital expenditures shall include all other expenditures, including but not limited to creation and maintenance of other reserves.

(d) The monthly ASSESSMENT proposed to be levied against the LOTS, as described below. The aggregate, annual ASSESSMENT against all LOTS shall equal the estimated ASSOCIATION EXPENSES for the fiscal year, after allowance for borrowing pursuant to Section 8.05.

Section 8.04. Capital Projects. Except as further provided in this Section, capital projects shall be undertaken (and ASSESSMENTS to pay for them shall be levied) only upon approval of the MEMBERS. No such approval shall be required for the reconstruction (substantially in accordance with the original) of improvements on the COMMON AREAS or of HOMES (to the extent of the ASSOCIATION'S obligations) damaged by casualty or otherwise, nor shall the BOARD fail to undertake such reconstruction with respect to damage occurring before the WITHDRAWAL DATE.

Section 8.05. Borrowing. The ASSOCIATION shall not borrow money for repayment in a subsequent fiscal year except to pay for capital projects. Extension of credit by a supplier until a reasonable time after completion of work or delivery of materials shall not constitute borrowing. No MEMBER shall be liable for the debts of the ASSOCIATION,

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but the ASSOCIATION shall levy ASSESSMENTS sufficient to pay its debts as they become due.

Section 8.06. Notice of Levy. ASSESSMENTS shall be levied by notice of such levy given by the ASSOCIATION to each MEMBER, not less than fifteen (15) days before the beginning of the fiscal year with respect to which the levy is made, except that no such notice shall be required with respect to ASSESSMENTS levied on account of the period ending on December 31 preceding the first Annual Meeting of MEMBERS. Such notice shall include a copy of the adopted budget (if different from the proposed budget), and state the monthly ASSESSMENT levied against each LOT.

Section 8.07. Payment of ASSESSMENTS. ASSESSMENTS shall be payable in advance on the first day of each month in equal monthly installments. The aggregate, annual ASSESSMENT shall be allocated equally among all LOTS, subject to special provisions with respect to SPONSOR'S LOTS set forth in Section 8.12.

Section 8.08. MEMBER'S Obligation to Pay ASSESSMENT. Payment of ASSESSMENTS, together with interest and collection costs thereon, shall be the personal obligation of the MEMBER, secured by a lien on his LOT in favor of the ASSOCIATION. A MEMBER'S personal obligation to pay ASSESSMENTS shall apply to ASSESSMENTS levied with respect to his period of ownership, provided that such period of ownership shall not be deemed to have terminated before the ASSOCIATION actually receives written notice of the change in ownership, signed by the former MEMBER and the new MEMBER, and accompanied by payment of any ASSESSMENTS affecting the LOT which are then due, and by the new MEMBER'S designation of representative and/or residents if required under Section 3.04.

Section 8.09. Lien. The ASSOCIATION shall have a lien on each LOT to secure payment of ASSESSMENTS levied against such LOT and not yet paid, including but not limited to interest and costs of collection added as described in Section 8.14, as follows:

(a) Such lien may be foreclosed in the same manner as a mechanic's lien, provided that (1) no recordation of any notice or claim of such lien shall be required for the perfection thereof, and (2) there shall be no requirement that the ASSOCIATION commence foreclosure within any particular period in order to preserve such lien.

(b) This Section shall not be construed to prevent the ASSOCIATION from maintaining an action at law

to recover delinquent ASSESSMENTS, subject to the provisions of Section 8.13, without waiving its right subsequently to foreclose its lien for sums then still unpaid.

(c) The ASSOCIATION'S lien on a LOT shall be subordinate to the lien of a recognized mortgagee covering the LOT, as described in Section 8.13.

(d) The ASSOCIATION'S lien shall cover unpaid reimbursements to the ASSOCIATION required hereunder from the LOT'S owner, which shall in general be treated in the same manner as other ASSESSMENTS against his LOT.

Section 8.10. Statement of ASSESSMENT. Within five (5) business days after receiving a written request from a MEMBER or his mortgagee, or a prospective MEMBER or his mortgagee, the ASSOCIATION shall promptly furnish such MEMBER or his mortgagee with a written statement of the unpaid ASSESSMENTS against the affected LOT. The ASSOCIATION may impose a reasonable charge for doing so.

Section 8.11. Special ASSESSMENTS. The BOARD may revise the ASSOCIATION'S budget during the fiscal year to provide for unforeseen ASSOCIATION EXPENSES, at a meeting held on not less than five (5) business days' prior notice to the MEMBERS. The ASSOCIATION shall levy special ASSESSMENTS to cover increases in the budget by giving written notice to the MEMBERS not less than thirty (30) days before any part of such ASSESSMENT is payable, which notice shall include a copy of the budget as thus revised. Special ASSESSMENTS shall be levied against all LOTS in equal amounts, subject to the provisions of Section 8.12.

Section 8.12. SPONSOR'S ASSESSMENTS. Anything in this DECLARATION to the contrary notwithstanding, the ASSESSMENTS payable by the SPONSOR for its LOTS shall not be determined as described above. Rather, the MEMBERS other than SPONSOR shall pay ASSESSMENTS, in equal amounts for each LOT, in amounts not greater than those projected in the OFFERING PLAN. SPONSOR shall then pay the difference between the actual ASSOCIATION EXPENSES, and the ASSESSMENTS levied against LOTS owned by MEMBERS other than SPONSOR.

Section 8.13. Recognized Mortgages. The ASSOCIATION'S lien for unpaid ASSESSMENTS shall be subordinate to the lien of a "Recognized Mortgage" (meaning thereby a first mortgage of record encumbering a LOT which is first granted to a bank or other lending institution), provided that such mortgage was delivered when there were

no delinquent ASSESSMENTS against the LOT. If the holder of a Recognized Mortgage ("Recognized Mortgage") acquires title to a LOT as a result of foreclosure of the Recognized Mortgage or by deed given in lieu of foreclosure thereof, such Recognized Mortgage, its successors and assigns shall not be liable for any ASSESSMENTS levied against such LOT prior to its acquisition of title to such LOT. If so requested by notice from any Recognized Mortgage, the ASSOCIATION shall provide to such Recognized Mortgage copies of any or all notices and other communications given by the ASSOCIATION to the owner of the affected LOT.

Section 8.14. Delinquent ASSESSMENTS. If an installment of a regular or special ASSESSMENT is not paid by the MEMBER against whose LOT it is levied within ten (10) days after it is due, the entire regular or special ASSESSMENT against his LOT, as the case may be, for the fiscal period covered by the current budget, shall thereupon become due and payable. ASSESSMENTS not paid within ten (10) days after the date due shall bear interest from the due date at a rate established from time to time by the BOARD, or, if the BOARD fails to establish such rate, at the rate of fourteen (14%) percent. Such interest, together with costs of collection (including but not limited to reasonable attorney's fees), shall be added to and considered part of such ASSESSMENT. The minimum charge for interest and collection costs for an installment of an ASSESSMENT not paid within ten (10) days after it is due shall be \$50. Payments made by a MEMBER shall be applied first to amounts owed for interest and costs of collection with respect to delinquent ASSESSMENTS, and then to payment of such ASSESSMENT, in each case starting with the amounts which first became due.

Section 8.15. SPONSOR'S Veto Powers. Until the WITHDRAWAL DATE, the BOARD shall not take any of the following actions without SPONSOR'S consent: (a) materially increasing or decreasing the services provided and tasks undertaken by the ASSOCIATION, except insofar as the facilities to be maintained are augmented by SPONSOR'S completion of further improvements to the COMMON AREAS; (b) undertaking any capital project, other than a reconstruction (substantially in accordance with the original) of improvements on the PROPERTY after damage by casualty or otherwise; (c) establishing, augmenting or replenishing any reserve or similar fund, beyond the dollar amount of the initial contributions of purchasers pursuant to the OFFERING PLAN, and earnings on invested reserves; (d) borrowing money; (e) awarding compensation to any DIRECTOR, officer or member of the A&B; or (f) amending

or authorizing the amendment of the CERTIFICATE, this DECLARATION or the BY-LAWS. However, SPONSOR shall not use either its control of the BOARD or its veto power to reduce the level of services described in the OFFERING PLAN, to prevent capital repairs, or to prevent expenditures required for compliance with applicable laws and regulations.

Section 8.16. Payment Upon Sale or Mortgage. No LOT shall be sold or mortgaged, other than by SPONSOR, unless all ASSESSMENTS against such LOT theretofore payable have been paid, or are paid out of the proceeds of such sale or mortgage. Any sale or mortgage made in contravention of the preceding sentence shall be voidable at the ASSOCIATION'S election.

Section 8.17. Continuation of Budget and ASSESSMENTS. If the BOARD fails to adopt a budget and/or levy regular ASSESSMENTS in regular and timely fashion for any fiscal year, the budget for the preceding fiscal year shall be deemed the budget for the current fiscal year, and regular ASSESSMENTS shall be payable at the previous year's level, until a new budget is adopted. When a new budget is adopted, a new notice of levy shall be issued, if necessary, and any adjustments to the ASSESSMENTS previously levied for that fiscal year shall be made.

Section 8.18. Income Taxes. The ASSOCIATION shall make any elections required to minimize federal or state income taxes payable by the ASSOCIATION.

Section 8.19. Financial Statements. The BOARD shall render to the MEMBERS an annual statement of the ASSOCIATION'S financial activities and condition, within 120 days after the close of each fiscal year. The BOARD shall give timely advice to each MEMBER as to the amount of any income, deduction or credit recognizable by him for Federal or state income tax purposes by reason of the ASSOCIATION'S activities.

Section 8.20. Levy by Automatic Draft. The ASSOCIATION may require the MEMBERS to participate in an "automatic draft" or similar system, whereunder the ASSOCIATION is authorized to draw and submit drafts on a bank account maintained by each MEMBER other than SPONSOR (without the necessity of direct signature thereof by the MEMBERS) to collect ASSESSMENTS as they become due. The foregoing shall not eliminate requirements hereunder for notice of levy.

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Section 8.21. Enforcement by CITY. (a) If the ASSOCIATION fails to maintain the COMMON AREAS in reasonable order or condition as required hereunder, the CITY may serve written notice on the ASSOCIATION, or upon the MEMBERS, setting forth the manner in which the ASSOCIATION has failed thus to maintain the COMMON AREAS. Such notice shall include a demand that the deficiencies thus cited be corrected within a designated time frame. If such deficiencies are not corrected within the designated time frame, the CITY, in order to preserve the taxable values of the PROPERTY and to prevent the COMMON AREAS from becoming a public nuisance, may enter upon and take possession of the COMMON AREAS, and maintain them until the Common Council of the CITY has determined that the ASSOCIATION is ready and able to maintain them in proper condition. Such entry and maintenance shall not vest in the public any rights to use the COMMON AREAS.

(b) The cost to the CITY of any such maintenance shall be assessed against the LOTS in equal shares. In the event of the failure or refusal of any MEMBER to pay any such assessment against his LOT, such assessment and interest from the due date thereof shall become a lien against his LOT. Such amounts shall be included in the annual tax levy of the CITY upon the LOT, and shall be collected in the same manner as other CITY taxes.

(c) Each MEMBER'S obligation to pay ASSESSMENTS levied against his LOT may be enforced by the CITY if the ASSOCIATION fails to do so.

ARTICLE IX

Miscellaneous

Section 9.01. Incorporation of the LAND USE DOCUMENTS. All instruments conveying any interest in a LOT shall be deemed to incorporate the provisions of the LAND USE DOCUMENTS, including but not limited to this DECLARATION, whether or not such incorporation is specifically set forth by reference in such instruments. Acceptance by the transferee or grantee of such an instrument shall indicate acceptance of the provisions of the LAND USE DOCUMENTS. The provisions of the LAND USE DOCUMENTS shall in any event be binding on all persons now or hereafter occupying or claiming any interest in the PROPERTY.

Section 9.02. Enforcement. The provisions of the LAND USE DOCUMENTS may be enforced by SPONSOR, the ASSOCIATION and any MEMBER, by any remedy recognizable at

law or in equity. Without limiting the generality of the foregoing, damages shall not be considered an adequate remedy for violations of the provisions of the LAND USE DOCUMENTS, other than provisions imposing no obligation beyond the payment of ascertainable sums not payable by reason of any default of the obligor. Violation of any provision of the LAND USE DOCUMENTS (or of any rule or regulation published by the BOARD) may be enjoined. The failure by any party to enforce any such provision shall not be deemed a waiver of such enforcement, or of the right of such party thereafter to enforce such provision. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

Section 9.03. Condemnation. If the ASSOCIATION receives any award or payment on account of the condemnation, other governmental taking, or conveyance in lieu thereof, of the COMMON AREAS or of any interest therein, the net proceeds thereof shall first be applied to the restoration of the COMMON AREAS to the extent deemed advisable by the BOARD, and any remaining balance shall either be distributed to the MEMBERS (or their respective mortgagees, as their interests may appear, provided in either case that the ASSOCIATION'S attorney or accountant advises that this will not have an adverse tax impact on the MEMBERS or the ASSOCIATION), in equal shares for each LOT, or retained for application to future ASSOCIATION expenses.

Section 9.04. Indemnification. The ASSOCIATION shall indemnify, defend and hold harmless SPONSOR against any suits, proceedings, liabilities and expenses arising out of the actions or omissions of the ASSOCIATION and the MEMBERS (other than SPONSOR), out of any occurrences on the COMMON AREAS (other than with respect to acts or omissions of SPONSOR), and out of any interference with SPONSOR'S exercise of its rights under the LAND USE DOCUMENTS. SPONSOR shall indemnify, defend and hold harmless the ASSOCIATION and the BOARD against any suits, proceedings, liabilities and expenses arising out of SPONSOR'S acts or omissions.

Section 9.05. Notices. Notices and other communications permitted or required under the LAND USE DOCUMENTS shall be written, and shall be delivered personally or mailed (postage prepaid, return receipt requested) to (a) SPONSOR at the address set forth above, or such other address as it may designate from time to time on notice to the ASSOCIATION, and (b) a MEMBER, at the address set forth in his designation under Section 3.04

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(or, if no such designation is made, at the address set forth in the deed under which he acquired his HOME, or at such other address as he may designate from time to time on notice to the ASSOCIATION). Notices to SPONSOR or the ASSOCIATION, and notices mailed from within New York to addresses within New York, shall be deemed delivered upon receipt; other notices shall be deemed delivered on the earlier of the date of receipt or the third federal business day after the date of mailing. Notwithstanding the foregoing, budget notices, notices of meetings to consider revision of the budget and/or the levy of special ASSESSMENTS, and notices of the levy of ASSESSMENTS and notices of the annual meeting may be mailed by ordinary mail.

Section 9.06. Duration. The covenants, restrictions, liens and the other provisions of this DECLARATION shall run with and bind the land, and shall inure to the benefit of and be enforceable by SPONSOR, the ASSOCIATION, the MEMBERS, and their respective legal representatives, heirs, successors and assigns (but shall not be construed to confer any benefit on the general public), until December 31, 2037. After such time they shall be deemed automatically extended for successive terms of ten (10) years, unless (a) an instrument, signed by MEMBERS owning at least 76 LOTS, is recorded prior to commencement of any such extension, stating that such extension shall not take effect, and (b) any requisite governmental approvals are obtained with respect to such termination. Subject to the provisions of Section 9.08, the provisions of Sections 1.02 (a), (b), (c), (d), (e) and (f) shall in any event be perpetual, except as agreed in writing by all persons claiming any interest of record in the PROPERTY.

Section 9.07. Disposition of Assets Upon Dissolution of ASSOCIATION. No disposition of the ASSOCIATION'S assets shall itself effect any other revocation or amendment of any covenant, restriction or other provision of this DECLARATION. Subject to the foregoing, and subject to any inconsistent requirements of law, any assets distributable to the MEMBERS shall be distributed to the MEMBERS (or their respective mortgagees as their interests may appear), in equal shares for each LOT.

Section 9.08. Municipal Restrictions. Anything in this DECLARATION to the contrary notwithstanding, no dissolution of the ASSOCIATION, nor any disposition of its assets, shall be allowed in contravention of applicable

provisions of the CITY'S Zoning Ordinance, or other municipal requirements.

Section 9.09. Records and Accounts. The ASSOCIATION shall maintain full and complete records and accounts at the PROPERTY, or at the office of a managing agent engaged by the ASSOCIATION, all of which shall be available for inspection by any MEMBER or the mortgagee of any LOT at reasonable times.

Section 9.10. Transfer of SPONSOR'S Status. SPONSOR may convey its rights as SPONSOR under the LAND USE DOCUMENTS (as distinguished from its rights as MEMBER) to any party acquiring fee simple title to two or more LOTS, and which qualifies as a Substitute SPONSOR under the OFFERING PLAN, by reciting such conveyance in the deed conveying title to such LOTS. Upon such conveyance, the transferee shall be treated in all respects as if it had been the original SPONSOR, and the outgoing SPONSOR shall cease to have such rights, except as agent or contractor of such transferee. No such conveyance shall convey less than all of such rights, or release the outgoing SPONSOR from any obligation to any third party. SPONSOR may, by execution and recording of an instrument so providing, relinquish any or all of the rights conferred on it hereunder as SPONSOR (as distinguished from its rights as MEMBER).

Section 9.11. Captions. Article and Section captions inserted throughout this DECLARATION are supplied for convenience, and shall not define, limit or in any way affect any of the provisions of this DECLARATION.

Section 9.12. Context. Whatever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any word may be deemed to mean the corresponding plural, or vice versa.

Section 9.13. Severability. If any provision of this DECLARATION is deemed invalid by a court of competent jurisdiction, such determination shall not affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation by reason of the foregoing, the invalidation of any provision of this DECLARATION, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect for such period of time as may be permitted by law.

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Section 9.14. Conflicts. In the event of any conflict between the provisions of this DECLARATION and of any other LAND USE DOCUMENT, the terms of this DECLARATION shall govern.

ARTICLE X

Amendments and Revisions

Section 10.1. Amendment. This DECLARATION may be amended by two-thirds' vote of all of the MEMBERS, at a meeting duly called and held, as described in the BY-LAWS, provided that,

(a) No provision which requires consent or other action by a greater percentage of MEMBERS or LOT owners shall be amended, except upon similar vote of such greater percentage.

(b) Sections 4.02(a)-(f) shall not be amended without the consent of any party adversely affected thereby.

(c) Sections 4.01(b), 8.21 and 9.08 shall not be amended without the consent of the CITY.

(d) Before the WITHDRAWAL DATE, no amendment shall be made without SPONSOR'S consent.

(e) No Section which states that it may not be amended shall be amended without the consent of all MEMBERS, and of any governmental entity or other party upon whom rights are conferred by such Section.

Section 10.02. Effectiveness of Amendments. Duly adopted amendments shall become effective upon recording. The ASSOCIATION shall execute the instrument embodying such amendments, acting therein by its President or Vice President.

Section 10.03. Revision of COMMON AREAS. SPONSOR shall have the right, at any time or times before the WITHDRAWAL DATE, to record a "Correction Deed" revising the boundaries of the COMMON AREAS, provided that

(a) Such recording is accompanied by the filing of an amendment to the MAP, as it may theretofore have been amended, or to relevant portions thereof (which filing is sometimes hereinafter called a "map revision"), complying with the provisions of Section 10.05. The owners of the LOTS affected (and SPONSOR, if the boundaries of the COMMON AREAS are affected) shall have the right to sign such

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amendment of the MAP, and shall be deemed to have done so on behalf of the ASSOCIATION and all of the MEMBERS.

(b) Such Correction Deed is duly executed by SPONSOR and by the owners (if not SPONSOR) of all LOTS of which the boundaries are thereby affected. One or more LOTS may thereby be enlarged or diminished, but no LOT shall be eliminated and no new LOT shall be created. Such Correction Deed shall contain covenants, equivalent to those set forth in the deed under which SPONSOR first conveyed the COMMON AREAS to the ASSOCIATION, with respect to any portion of the PROPERTY not previously located within the COMMON AREAS which thereby becomes part of the COMMON AREAS

(c) Any areas thus added to the COMMON AREAS shall be free of any lien or encumbrance, and free of any restriction on use, except as set forth herein and in instruments described herein, provided that such Correction Deed may reflect conveyances pursuant to Sections 4.06 and 4.07.

(d) Within ten (10) days after the recording of such a Correction Deed, SPONSOR shall give notice thereof to the ASSOCIATION, together with a copy of such Correction Deed, and advice as to the date, book and page of its recording. SPONSOR, at its expense, shall cause the title insurance policy covering the ASSOCIATION'S title to the COMMON AREAS to be endorsed to reflect the change in the boundaries of the COMMON AREAS.

Section 10.04. Adjustment of LOT Boundaries. The owner or owners of any two or more adjoining LOTS may, at any time and from time to time, record a Correction Deed adjusting the common boundaries of their LOTS, provided that:

(a) Any such adjustment which also effects a revision of the boundaries of the COMMON AREAS shall be permitted and effected only pursuant to Section 10.03.

(b) The recording of such Correction Deed shall be accompanied by a map revision complying with the provisions of Section 10.05.

Section 10.05. Map Revisions. No map revision effecting a change in the boundaries of the COMMON AREAS or of any LOT shall be filed unless

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(a) It bears all requisite governmental approvals, including but not limited to those required for any subdivision or resubdivision effected thereby.

(b) The total area of the COMMON AREAS is not thereby reduced to less than their area as of the initial recording of this DECLARATION.

(c) It shows that no change in the boundaries of any LOT causes the boundaries of such LOT to be subjected to encroachment by any easement of record, other than easements which encroached on one or more LOTS before such change in boundaries.

(d) The party causing such filing delivers a copy of the filed survey, bearing the County Clerk's filing stamp and the map number assigned, to the ASSOCIATION within ten (10) days after such filing.

IN WITNESS WHEREOF, this DECLARATION has been executed by SPONSOR as of the date set forth above.

BROOKWOOD ASSOCIATES

By: Brookwood Realty Corp.

By: Hubert M. Kaplan

Declaration

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STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

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On this 31st day of January, 1989, before me personally came Herbert M. Kaplan, to me known, who, being duly sworn, did depose and say that he resides at Sky Meadow Farm, Purchase, New York; that he is the President of BROOKWOOD REALTY CORP., the corporation described in and which executed the foregoing instrument on behalf of BROOKWOOD ASSOCIATES, a partnership, and he acknowledged that he executed the same by order of the board of directors of such corporation, as the act and deed of such partnership.


Notary Public

BRUNO I. GIVOVICI
Notary Public, State of New York
No. 82157425
Appointed for Westchester County
Commission Expires March 31, 1991

DECABYL/0011024
01/17/89

Ridgeway at White Plains Homeowner's Association

Architectural Guidelines

www.RidgewayatWhitePlains.org

Updated: JANUARY 14, 2015



DISCLAIMER

Declaration of Covenants and Restrictions, Dated January 31, 1989

Articles IV, V, VI, and VII of the Ridgeway at White Plains Homeowner's Association (Peppertree) Declaration of Covenants and Restrictions, Dated January 31, 1989, provides that no improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or Common Area or the improvements located thereon shall be made or done without the prior approval of the Association.

The Association has adopted the following Architectural Guidelines to provide guidance to owners when they prepare an application to improve or alter their lot or home. While alterations which conform to the Architectural Guidelines are usually approved, each lot and application is different, so compliance with the guidelines does not guarantee approval. **Please do not make alterations to your property without first obtaining the approval of the Association as required by Declaration. In all cases the final decision of the ARB and the Board is binding on all parties.**

If a homeowner makes any exterior modification to their home or lot without ARB and Board approval, the homeowner is subject to a fine, of \$100 PLUS \$25 per/day, for every day that the violation exists, and until such time as the homeowner brings the property into compliance with the ARB ruling.

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Section 1 OVERVIEW

This document provides guidelines for the types of improvements for which Ridgeway at White Plains homeowners most commonly submit applications to the Architectural Review Board (ARB). **They are not intended to be all-inclusive, or exclusive; rather they serve as a guide as to what is often approved.** This document, as well as any approved updates to the guidelines, resolutions and all associated forms can be found on the Ridgeway at White Plains Homeowner's Association website:

www.RidgewayatWhitePlains.org

Objectives of Architectural Guidelines

- ◆ Increase homeowners' awareness and understanding of the Declaration of Covenants and Restrictions in force in the Ridgeway at White Plains Community.
- ◆ Describe the architectural review procedures established by the Covenants and Restrictions.
- ◆ Illustrate design principles to aid homeowners in the development of exterior improvements that will harmonize with the immediate neighborhood and the entire community.
- ◆ Explain the role of the ARB.
- ◆ Assist homeowners in preparing acceptable applications for ARB review.
- ◆ Provide the ARB with uniform guidelines for the review of applications.
- ◆ These guidelines reflect the goals of the founding documents of the Ridgeway at White Plains Association and the subsequent actions of the Ridgeway at White Plains Board of Directors. Restrictions and procedures set forth in these guidelines are in addition to the restrictions, procedures, and ordinances of Westchester County and the City of White Plains, NY.

Amendments to the Guidelines

The Board and the ARB will conduct a periodic review and evaluation to determine if the guidelines need to be amended. It is anticipated that any changes would be primarily additive and would not involve substantive changes of the existing guidelines.

Section 2

PROTECTIVE COVENANTS

The Declaration of Covenants and Restrictions (“Covenants”) is one of Ridgeway at White Plains Association’s governing documents. The Covenants set the standards by which Ridgeway at White Plain’s quality of design is implemented and maintained.

The Covenants have been recorded on the land records of Westchester County, New York; **all lots sold within Ridgeway at White Plains are sold subject to these Covenants. They are binding upon all property owners and their successors in title.**

One of the advantages of owning a home in Ridgeway at White Plains is the protective covenants. They preserve the character of the community as it was envisioned when development of Ridgeway at White Plains began. When you purchased your property, you agreed to comply with those same standards and to help maintain them. For this reason alone, the Covenants should be reviewed periodically and fully understood by every property owner.

Every Ridgeway at White Plains property owner should have received a copy of the Covenants prior to or at settlement. If you do not have a copy, you can contact the Management Agent’s office to obtain one. Please note that all homeowners are responsible for insuring their renters are aware of these guidelines and that the guidelines apply to all residents in Ridgeway at White Plains. A copy of our By-laws and the Declaration of Covenants and Restrictions can be found on the Ridgeway at White Plains Homeowner’s Association website:

<http://www.ridgewayatwhiteplains.org/documents.php>

SECTION 3

THE ARCHITECTURAL REVIEW BOARD (ARB)

Article V, Section 5.01 of the Covenants established the Architectural Review Board (ARB) as a committee of the Board of Directors. “The Board shall either appoint an Architectural Review Board (ARB), or constituted itself as the ARB, as described in the BY-LAWS. Unless and until it appoints an ARB, the Board shall be deemed to have constituted itself as the ARB.” Article IV section 10 of the Ridgeway at White Plains BY-LAWS provides for the selection and duties of the ARB.

The Architectural Review Board (ARB) ensures that proposed exterior alterations comply with the objectives set forth in the Covenants. This involves regular and systematic review of all applications submitted by homeowners. This panel is made up solely of volunteer homeowners. This document focuses on exterior alterations made by homeowners. The Management Company Staff assists in the process by performing related administrative activities, and the ARB and the Board of Directors are charged with the enforcement, and coordination of homeowner participation. You, as a homeowner, complete the partnership by planning ahead for exterior changes and submitting an application to the ARB, describing any changes or additions to the outside of your home. Compliance with these Guidelines, the Codified Ordinances of Westchester County, the City of White Plains, and other applicable standards is a prerequisite to the alteration of any home, building, or lot within Ridgeway at White Plains.

SECTION 4 REVIEW and APPLICATION PROCEDURES

Article V, Section 5.01 to 5.04 of the Covenants explicitly states that all exterior alterations, permanent or temporary, require the approval of the ARB.

No exterior improvements, renovation, remodeling, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any lot, building or common area or improvements located thereon from its natural or improved state, existing on the date such property was first subject to the Declaration, shall be made or done without the prior approval of the Architectural Review Board.

No building, residence or other structure, fence, wall or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made or done on such property without the prior written approval of the Architectural Review Board.

It is important to understand that ARB approval is not limited to major alterations, but includes such items as changes in color, materials, etc., as well as the removal of existing items.

Once a plan is approved by the ARB and the Board of Directors, it must be implemented exactly as approved or resubmitted to the ARB for reconsideration and review.

ARB approvals are valid for Six (6) months from the date of approval. Work must be completed in that timeframe. If work has not started and/or near final completion within six (6) months of approval, then the homeowner must resubmit the original application and all supporting materials for review by the ARB.

Please note that failure of the HOA or ARB to enforce any provision, covenant, restriction, or rule and regulation shall in no event be deemed a waiver of the right to do so thereafter.

Review Criteria and Procedures

ARB Review begins with the submission of an Exterior Alteration Application by the property owner proposing the project. Each application for a change or modification is reviewed on an individual basis. There are no “automatic” approvals, unless provided for specifically in these Architectural Guidelines. A homeowner who wishes to construct a deck, for example, that is identical to one already approved is still required to submit an application. What may be an acceptable design for one exterior may not be for another. In short, evaluation of the design proposal includes the close review and consideration of the housing type and the individual site.

Design decisions made by the ARB are not based on any individual’s personal opinion or taste. Judgments of acceptable design are based on the following criteria.

Relationship to Ridgeway at White Plains Property

Renovation, reconstruction, remodeling, fencing, removal of trees, disruption of natural topography, and open space concept changes, of any type, including storm water run-off, may have the potential to cause damaging effects to the overall community.

Validity of Concept

The basic idea must be sound and appropriate to its surroundings.

Design Compatibility

Proposed improvements must be compatible with the architectural characteristics of the house, adjoining houses and the neighborhood setting. They must be similar in style, quality of the workmanship, materials, colors and construction details.

Location and Impact on Neighbors

Proposed alterations must relate favorably to the landscape, on neighbors existing structures and the neighborhood. Of primary concern are access, view, sunlight, ventilation, noise, odors, vehicular and pedestrian traffic, privacy, and drainage.

Scale

The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and surroundings.

Color

Color may be used to soften or intensify visual impact. Renovation, remodeling or replacement of components of a home or lot addition

must be matching in color and enhance the overall curb appeal of the property and community.

Materials Continuity

Materials Continuity with the original house is established by using the same, compatible materials or better alternative materials approved by the ARB. For example, vertical wood siding on the original house should be reflected in an exterior alteration. The ARB realizes that options may be limited by the design and the materials of the original house.

Workmanship

The quality of work shall be equal to or better than that of the surrounding area or original construction. Construction methods and materials are expected to comply with current industry standards. Ridgeway at White Plains Association assumes no responsibility for the safety or structural validity of new construction by virtue of the approval of the design or workmanship.

Timing

All applications must include an approximate project start and completion date and timeframe. Projects that remain uncompleted for long periods are visually objectionable and can become a safety hazard. Thus, the ARB has the right to disapprove a project whose time period is considered unreasonable.

Permits

It is the responsibility of each applicant to obtain a Building Permit where required and comply with Westchester County, City of White Plains, and all other applicable codes and regulations. Upon completion of the work, copies of the final inspection report, closed building permit, or other completion documents must be sent to the ARB and Management Agent.

City of White Plains Building Department

70 Church Street, White Plains, New York 10601
Phone: (914) 422 - 1269 * Fax: (914) 422 - 1471

http://www.cityofwhiteplains.com/templates/template_text_image_right_panel.aspx?ID=Building%20Permits

Exterior Alteration Application (EAA) and Procedures

The ARB has designed an Exterior Alteration Application that must be completed and submitted prior to start of construction. You can obtain this application via the Association Website, or from the Association's Management Company agent.

The application should include:

- ◆ A full description of the exterior change or modification including, when applicable, all drawings, pictures, color swatches, catalog illustrations, and lists of materials that will be used to complete the proposed project. (Please include any of the worksheets specified under the "Application Requirements" noted in this document – See Section 7 for EAA Form).
- ◆ An approximate start and completion date.
- ◆ A site plan (or plat) which is a scaled drawing of a lot (or plot) that illustrates the dimensions of the property, adjacent properties if applicable, and all improvements including those covered by the application.
- ◆ Contour lines may be required where drainage is a consideration. More complex applications may require a larger scale (10 to 20 feet to the inch scale) enlargement of the site plan (or plat) and a City of White Plains and/or Westchester County approved contractor.
- ◆ Sign the application. The application is not complete until signed. Submit two hard copies of the completed application, and all pertinent information about your project, to the ARB. A third copy must be submitted to the Management Company Agent. This copy may be sent via FAX or email provided all information is clearly legible and complete.

Review Procedures

Completed applications are accepted at the Management Agent's Office. The agent is available to answer questions and assist you with the process. An incomplete application will be returned. The review procedures are as follows:

- ◆ After the application has been reviewed by the ARB and their comments and recommendations noted then the application will be forwarded to the full Board of Directors for their review, comments and final approval or disapproval.
- ◆ Applicants with special cases may be asked to attend an ARB or Board meeting.

- ◆ An ARB decision is required on all completed applications within 30 days after receipt.
- ◆ The applications are returned to ARB and a letter is sent to the applicant with the ARB decision.
- ◆ At the discretion of the ARB, applicants may be required to notify the homeowners who are most affected by the application, because they are adjacent to the property or have a view of the project, for all modifications to the original application contents, and any changes as a result of the ARB review of the application.

Appeal Procedure

An applicant may appeal an adverse decision if they believe:

- ◆ Proper procedures were not followed during the administration and review process.
- ◆ The applicant or other affected homeowners were not given a fair hearing.
- ◆ The ARB decision was arbitrary or without a rational basis.

To begin the appeal procedure, the applicant or other homeowners affected by the decision must:

- ◆ Make a verbal request for an appeal within 48 hours of receiving the ARB decision.
- ◆ Follow up within five (5) days with a written request.

The ARB and the Board will review its original decision with the affected parties in attendance. **In all cases the final decision of the ARB and the Board is binding on all parties.** If a homeowner makes any exterior modification to their home or lot without ARB and Board approval, the homeowner is subject to a fine, of not more than \$100 plus \$25 per/day, that the violation exists, or until such time as the homeowner brings the property into compliance with the ARB ruling.

Section 5 Guidelines for Common Exterior Changes

Additions - See “Major Building Alterations/Additions”

Air Conditioners - Window air conditioner units are not permitted. Additional exterior air conditioner units which are typically installed on a level pad on the ground may be considered so long as they are placed near existing units and do not have an adverse impact on adjoining lots.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Antennas - Roof top antennas are not permitted, except for Satellite dishes.

Awnings - See “Sun Control Devices”.

Attic Ventilator - Attic ventilators may be considered, but must match the siding or trim on the house if mounted on gable end or be painted to match the roof, if mounted on the roof. The roof location shall be on the least visible side of the ridge line.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Clotheslines – Clotheslines are not permitted.

Common Areas – See “Open Space (Common Areas)”

Compost Bins – Compost Bins are not permitted.

Decks – Raised -Single Family - Decks are to be located behind the rear plane of the house and not extend beyond the side planes of the house. Ridgeway at White Plains requires that all elevated decks for single family houses be located a minimum of fifteen (15) feet from the rear property line, ten (10) feet from one of the side property lines and three (3) feet from the other property line, except in those cases where the house is built less than ten (10) feet from the property line. In no case can the ARB permit construction closer to the property line than the set back established by the City of White Plains for the lot in question.

For all decks raised four (4) feet or greater above the ground, the ARB requires six (6) inch by six (6) inch vertical deck supports and landscaping around those supports. The area under the deck may not be used for storage. (For additional information on “rear plane” see Section 6 – Glossary of Terms). All decks must meet The City of White Plains Building Codes. An application is required for all decks. When the deck scheme includes other exterior changes, such as fencing, lights, landscaping, privacy screening, etc., you should refer to the appropriate sections of the Guidelines for requirements.

Size & Scale: Deck size should be appropriate to the scale of the house as sited on the lot. Decks must meet The City of White Plains setback specifications and should not be constructed across Building Restriction Lines (BRL) shown on individual site plans (plats).

Material & Color: Decks are to be constructed of wood or composite/simulated wood materials, such as “Trex®”. Samples of composite materials and color to be used must be submitted with the EAA. The ARB recommends that wood decks be allowed to weather naturally or be stained a natural wood color. Include a sample of the stain color with the application.

Railings: Railings must be vertical pickets with a 36” (inch) – 42” (inch) height. Support structures are to be integrated into the railing. All proposed rails must meet The City of White Plains requirements for structural integrity. Samples of composite materials to be used must be submitted, as well as any brochures that will facilitate evaluation of the proposed product. No metal balusters will be allowed for single-family home decks.

Stairs: Stairs, as well as tread and riser dimensions must meet The City of White Plains Building Codes. Stairs may not protrude on common ground.

Drainage: If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated on the application, with drainage areas to be shown on the site plan. Approval will be denied if adjoining properties are adversely affected by changes in drainage. Serious consideration should be given in making ground level surfaces of porous material or to provide mulched beds to offset deck or patio areas.

Application Requirements:

1. Exterior Alteration Application filled out in its entirety.
2. Site plan showing the relationship of the deck to the house; property lines and adjacent properties.
3. Drawing, picture, or a brochure of the deck including color and dimensions.
4. Landscaping Plans/Drawings

Decks – Raised –Townhomes - Elevated townhome decks (18 inches or greater from the ground) must be set back a minimum of five (15) feet from the rear of the property line. Stairs and stair landings will be allowed to encroach into yard set backs.

Elevated townhome decks that are attached to the rear of end unit townhomes must be set back a minimum of Three (3) foot from the center (common) property line but may extend on the other side to within Three (3) feet of the edge of the townhome foundation. Townhome decks may not extend forward of the rear plane of the house or extend beyond the side plane of the house. (For additional information on “rear plane” see Section 6 – Glossary of Terms).

All decks must meet The City of White Plains Building Codes. An application is required for all decks. When the deck scheme includes other exterior changes, such as fencing, lights, landscaping, privacy screening, etc. You should refer to the appropriate sections of the Guidelines for requirements.

Size & Scale: Same as for Decks - Raised - Single Family. See **Size & Scale** information above.

Material & Color: Same as for Decks - Raised - Single Family. See **Material & Color** information above.

Railings: Same as for Decks - Raised - Single-Family. See **Railings** information above.

Stairs: Same as for Decks - Raised - Single-Family. See **Stairs** information above.

Drainage: Same as for Decks - Raised Single-Family See **Drainage** information above.

Application Requirements –

1. Exterior Alteration Application filled out in its entirety.
2. Site plan showing the relationship of the deck to the house; property lines and adjacent properties.
3. Drawing, picture, or a brochure of the deck including color and dimensions.
4. Landscaping Plans/Drawings

Decorations – Holiday and Seasonal

- ◆ Holiday decorations are not to be put up prior to Thanksgiving and must be removed from the exterior of houses by the last day of January.
- ◆ All other holiday or event decorations must be removed within 14 days of the end of the event or holiday.
- ◆ Banners, Bunting and Draping will be considered on case-by-case bases. They are considered of a temporary nature and, if allowed, may only be displayed a maximum of 3 days.

◆
Doors – Front/Side/Rear - An application is required for replacement of front, side or rear doors for both Single Family and Townhomes.

Front Doors

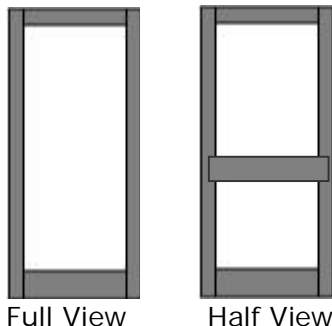
The entrance door on a single family or townhome should be of a color complementary to the style of the house and the existing colors on the house.

Storm and Screen Doors

Storm and screen doors should be straightforward and without ornamentation such as scallops, scrolls, imitation gate hinges, etc. and should be the same color as the entry door, the trim around the entry door, color of siding or a color approved by the ARB. An application is required for all storm or screen doors.

See below for a description of full view and half view doors. Other styles of storm doors will be considered on a case-by-case basis for compatibility with neighborhood and the house. An application must be submitted for all styles.

Illustration – Storm/Screen Doors



Application Requirements: Exterior Alteration Application filled out in its entirety.

Doors- Sliding – Two Panel Sliding Glass doors **comparable** to Anderson 400 Series Frenchwood® Gliding Patio Doors (or 400 Series 2-Panel Hinged Patio Doors)

- ◆ Two-panel Gliding Doors or Hinged Patio Doors factory assembled

- ♦ High-Performance Low-E4 glass
- ♦ Solid wood construction
- ♦ low-maintenance exteriors
- ♦ No grille patterns can be applied. Door should be solid glass only.

- ♦ Exterior Color Anderson Doors Terratone 

Application Requirements:

1. Exterior Alteration Application filled out in its entirety.
2. Construction Plans/Drawings
3. Samples of materials and color to be used must be submitted with the EAA.

Drainage - Each resident is responsible for protecting their lot from erosion and storm drain structures blockages so as not to cause additional erosion problems that will silt up ponds and streams.

Care and consideration must be given to water run off affecting neighboring properties. Changes and alterations to the typography of the land (such as raised garden beds) should not be made when they alter the way water runs onto/off of the property.

No rock, gravel, or stone can be used in lieu of mulch, ground cover or grass.

Application Requirements: Exterior Alteration Application filled out in its entirety. Include a description of the types and sizes of trees and shrubs to be planted and/or materials to be used.

Driveways – No alterations, redesign, modifications or changes may be made to Driveways without ARB approval. The Homeowner's Association is only responsible for resurfacing or repair of Driveways as initially installed by the original Builder.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Exterior Decorative Objects - Approval will be required for all exterior decorative objects, both natural and man-made. Decorative objects will be considered based on their size, color, scale, appropriateness with the surrounding area, and their visual impact of adjoining lots and open space.

Exterior decorative objects include, but are not limited to, such representative items as birdbaths, wagon wheels, sculptures, fountains, flower carts, or decorative pots, ponds, stumps, driftwood piles, free standing poles of any type, and items attached to approved structures. Bird feeders are to be placed in rear yards.

Exterior Decorative Objects - To maintain the appearance from the curb to the house decorative objects should be:

1. No larger than 1 cubic foot (1' X 1' X 1').
2. Neutral in color
3. Made of stone, concrete, clay, resin, metal, or ceramic
4. Placed only in ARB approved beds, nothing should be placed on the grass or driveway.
5. No more than two (2) on any lot

Exterior Decorative Objects - continued

Exceptions:

Decorative planters no more than 3 ½ ' high, made of stone, concrete, clay, resin, metal or ceramic and containing flowers or plants:

1. May be placed on steps, landings, and walkways as long as they are not a tripping hazard
2. Must be removed by November 1st and repositioned after April 1st so they don't impede snow removal
3. A fountain or birdbath will be considered a decorative planter, if it is no more than 3 ½ ' high, is neutral in color, is made of stone, concrete, clay, resin, metal or ceramic and contains flowers or plants. For health reasons, there should be no water, either running or standing in the fountain or birdbath.
4. Benches will be permitted if they are neutral in color, in a material other than plastic and placed so they do not interfere with snow removal or ingress or egress to the walkways and/or house.

All decorative objects must be prior approved by the ARB. Any decorative objects that do not conform to these guidelines must be placed in the rear of the house in a place not visible from the curb. If that is not possible, they must be in the rear of the house screened from the curb.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Fences - Fencing is used to separate property, provide security and visual privacy, or architecturally define space. In achieving any of these goals, a barrier is created which has both visual and physical impact on the boundaries of common land and properties of adjacent homeowners. Fencing must be compatible with the house, lot, and surrounding properties, must be appropriate for its intended purpose.

Careful consideration has been given to the basic fencing concept and the manner in which these concepts have been and will be executed within the community.

Based on the layout and topography of the community property fencing will not be allowed. Except for safety railings and fences along property boundaries and fencing along raised walls that are maintained by the homeowners association, no other fencing will be approved.

Fences – Privacy – On Townhomes the original builders installed privacy fences along the common property line between the homes. This fence allows a degree of privacy while homeowners use their outdoor space.

A private space with no cooling breezes on a summer afternoon can be unpleasant. To avoid this, the builder chose a fencing design of a spaced board fence which is "semi-open" and allows natural ventilation while affording varying degrees of privacy dependent on the size of the boards and spaces between them. Privacy is obtained while still allowing ventilation, by the use of the "semi-open" spaced board fence. Privacy fences are maintained by the Homeowners Association and will be constructed of wood or composite/simulated wood materials, such as "Trex®"

Flagpoles - Permanent freestanding flagpoles are not approved for use on any lot or property within the community.

Garage Doors - Garage door style or color changes require ARB approval. Changes to garage door style or color must be compatible with existing houses and similar to the originally installed models.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Garage Space – No garage parking space can be converted to other use without the substitution of another enclosed parking space.

Gardens – See “Plants & Flowers - Guidelines for Planting”

Grills – Barbeques – Grills or barbeques are permitted. Gas grills may use propane or natural gas. If your grill is connected to natural gas, a licensed plumber must make the connection. Built-in grills or barbeques are not permitted

All grills should be located behind the rear plane of the house, if possible at ground-level, and must not be located within Five (5) feet of the side and rear property lines. Safety precautions must be taken when using and storing grills.

Gutters & Downspouts – Homeowner must ensure that the gutters are free-flowing and cleaned of leaves and debris. It is recommended that the gutters be cleaned, at a minimum, once each year, after the leaves have fallen and before winter begins. Homes that are surrounded by tall trees may require that the gutters be cleaned more frequently. The gutters and downspouts must be kept clean and unobstructed by tree limbs, leaves, balls, trash, bird's nest, etc. Proof of gutter cleaning must be provided to the Management Company Agent annually upon completion. In the event that a roof is damaged by ice damming in the winter, and it is determined that it is a result of the gutters not being cleaned as required, then the repairs of exterior and interior damage is the responsibility of the homeowner.

Hot Tubs/Jacuzzis – Are NOT permitted.

House Numbers - House numbers must be on the house structure above the garage door. House numbers on mailboxes do not supersede house numbers on the house structure. The property owner may change/replace/paint their house numbers, without filing an application provided the replacement numbers are of similar size, style and color to the original numbers. House numbers must be legible from the curb-line and of a size that is appropriate for the house. House numbers must also be on the Mailbox. (Also See Mailbox for details). House number plaques require ARB approval

Application Requirements: Exterior Alteration Application filled out in its entirety.

Irrigation Systems - All homeowners are encouraged to install a lawn irrigation system. Irrigation Systems and any other alteration to the lawn landscaping require the submission of an Exterior Alteration Application. New Irrigation Systems must include a rain sensor shutoff.

Lawns – Lawns will be mowed and trimmed by the Association's contracted landscape service company. Any alteration to the lawn landscaping requires the submission of an Exterior Alteration Application.

Lighting (Exterior) – All lighting which is part of the original structure must not be altered without ARB approval. All new or additional exterior lighting requires ARB approval.

No exterior lighting shall be directed outside the applicant's property. Light fixtures, which are proposed in place of the original fixtures, should be compatible in style and scale with the house.

Applications for exterior lighting should include wattage, height of light fixture above ground, and a complete description including descriptive material of the light fixture and location on the property.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Mailboxes - Mailboxes are a functional necessity, not a decorative item. Since they are in a visual location, they must be straightforward in design and mounted on simple posts constructed in accordance with the design provided. They must be located so as not to obstruct sight lines in accordance with postal regulations.

- ◆ All mailboxes must be solid black or bronze tone and the supporting post must be un-painted wood or an ARB approved equivalent. (An ARB approved equivalent would be a composite material that looks like un-painted wood)
- ◆ All postal boxes must meet postal regulations.
- ◆ No temporary or seasonal decorations are permitted.
- ◆ The USPS requires that numbers must be printed in numerals no less than 1" (inch) high and placed on the sides of the mailbox visible to carriers as they approach it.
- ◆ The pictures below illustrate an acceptable Mailbox design and wood post.



Application Requirements: Exterior Alteration Application filled out in its entirety.

Major Building Alterations/Additions – Additions are considered major alterations and are generally considered to be those, which substantially alter the existing structure and become as an original fixture of the existing house. Major building alterations include, but are not limited to, construction of new rooms, porches, other structures (attached and detached), fireplaces, chimneys, other additions to a home, etc. The land use restrictions and covenants **do not allow** major additions or alterations to the single-family or townhomes in the community. Therefore **the ARB will not consider** any plans for major alterations or additions to homes or lots in the community. Minor modifications that do not require ARB approval (e.g. replacement of window glass) that results in damage to the exterior of the home will be the responsibility of the homeowner to repair at their own expense. If the HOA makes the repair the total cost of repairs will be charged to the homeowner as an additional assessment.

Open Space (Common Areas) – All common areas in the community, including but not limited to, landscaping and preserving retaining wall, recreation facilities, signs, fencing, ponds, roadways, buildings and other improvements will be maintained by the Association. Dumping of organic debris (leaves, grass, clippings/cuttings, branches, etc.) or other trash on any common area property is prohibited.

No person shall obstruct the common area of Ridgeway at White Plains or otherwise impede the rightful access of any other person on any portion of the property (including sidewalks) upon which person has a right to be. No objects are to be placed, altered or removed on common area or on community facilities without the approval of the Ridgeway at White Plains Homeowner's Association. Structures, e.g., tree houses, are not permitted on Common Areas.

Guidelines for Planting on Common Areas

Occasionally a request is made from a homeowner to plant on open space and at times, these requests are warranted. An EAA must be submitted and approval obtained prior to planting on the common areas. The guidelines are listed below.

- ◆ The homeowner is responsible for identifying all easements (e.g., Utilities and Drainage) located at the proposed planting area.
- ◆ Type(s) of planting material must be approved by Ridgeway at White Plains ARB and Landscape Committees.
- ◆ Installer of plant material, either the homeowner or a professional landscaper, must provide a Certificate of Insurance (to be obtained from the homeowner's insurance company) with Ridgeway at White Plains Homeowner's Association named as an additional insured prior to installing plant material.
- ◆ The homeowner is responsible for any and all damage to the common area, including pathways, caused in the process of installing plant material. This includes, but is not limited to: disturbed turf areas, tire ruts, damaged curbs and pathways. If damage occurs and is not repaired, homeowner will be responsible for charges incurred in restoring the common areas to their original condition.
- ◆ Homeowner is responsible for the care and maintenance of all approved plant material from the date of installation. This is to include the removal and replacement of all dead or diseased plant material.
- ◆ The Association does not guarantee, nor is the Association required, to replace any approved plant material.

Application Requirements: Exterior Alteration Application filled out in its entirety.

Patios – Ground Level - Patios are to be located behind the rear plane of the house. They should be installed within The City of White Plains setback required limits, and not across Building Restriction Lines (BRL). Patios may be constructed of concrete, brick, landscape slate, interlocking paver stones, flagstone, bluestone, etc. Design and material must be consistent with your house. In addition, your privacy and that of your neighbors must be considered.

If a patio is made of wood or similar composite materials and is set at-grade or on in-ground pilings (18 inches or less from the ground level) and/or attached to the back of the house or townhome the deck or patio surface area must be set back a minimum of Three (3) foot from the center (common) property line and may extend on the other side to within Three (3) feet of the edge of the townhome foundation. Townhome patios and decks may not extend forward of the rear plane of the house or extend beyond the side plane of the house. (For additional information on “rear plane” see Section 6 – Glossary of Terms).

All patios and decks must meet The City of White Plains Building Codes. An application is required for all patios and decks. When the patio or deck scheme includes other exterior changes, such as fencing, lights, landscaping, privacy screening, (for steps and railing, see Decks-Raised for detail specifications), etc., you should refer to the appropriate sections of the Guidelines for requirements.

Material & Color: Same as for Decks - Raised - Single Family. See **Material & Color** information above.

Drainage: Same as for Decks - Raised Single-Family See **Drainage** information above.

Application Requirements: Exterior Alteration Application filled out in its entirety. An application is required for all ground level patios. When patio designs include other exterior changes, such as fencing, lights, plantings, etc., the other appropriate sections of the Guidelines should be reviewed prior to application.

Plants & Flowers - Guidelines for Planting- Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic. Also, the view of neighboring houses and the shade patterns created by large trees must be considered in your landscape plans. Care should be exercised when planting trees and shrubs close to property lines and/or walkways. Gravel, stone and rock are not permitted for use in landscape designs or in place of mulch. Mulch must conform in color and texture to the mulch used throughout the community.

Flower Beds: Flowering plants such as annuals or perennials may be planted in existing flower beds around the homes, the trees or mailbox. Care must be taken to contain the plants within the beds so that there will be no interference with mowing of the lawns. At the end of the growing season all remains of the plants must be removed or cut down to ground level.

All other landscaping and plantings require prior approval by the ARB and Landscape committees. Such as, but not limited to the following:

- ♦ Foundation plantings are required on the street side of single family and townhomes. The purpose of these foundation plantings is to improve the appearance of the home throughout the year, as well as screen the foundation. Annuals can be used as fill-in plants but not as the primary planting material.

- ◆ Vines and/or Ivy plants are not allowed to grow on the house structure. Vines and/or Ivy plants will be allowed if maintained properly at ground level.
- ◆ Foundation planting of flowers and/or shrubs in beds located within approximately four (4) feet of the foundation of the dwelling or extensions of the dwelling to include decks, patios, driveways and walkways. Generally, foundation plantings must provide a three (3) foot setback from the property lines.
- ◆ Plantings located more than four (4) feet from the foundation or extension, as defined above and when a variance is required for the three (3) foot setback. Hedges, if more than two (2) feet high or eight (8) feet long, or if other features become structures, fences, or screens.
- ◆ Railroad Ties, Garden Timbers, Interlocking Blocks or Masonry type walls if they form a wall more than six (6) inches high and/or more than eight (8) feet long.

Application Requirements: Exterior Alteration Application filled out in its entirety. The application should include a detailed description of the proposed landscaping to include location, dimensions, bedding material and identification of intended plant types.

Play Equipment – Children’s portable pools, toys, slides, swing sets, play houses and other toys, or sports equipment, including basketball backboards, may not be left out on the lawn, driveway or around the property, overnight. All toys, bikes, riding toys, sports equipment, etc, must be taken indoors at night or stored neatly on the ground-level patio in the rear or the home.

Satellite Dishes - Satellite dishes are restricted to a maximum of one-meter (approximately 39 inches in diameter or diagonal measurement).

- ◆ All cabling (Dishes, internet, Cable TV and Antennas) on the exterior of the house must be secured at 4 ft. intervals and hidden as much as possible (e.g. under siding ridges, under down spouts, gutters, etc.) If cabling is installed in a non-metallic tubing (plastic tubing) it must be secured at intervals not exceeding 3 feet and secured 1 foot from wiring device (box). The tubing must be painted to match the exterior color scheme of the home. If a nonmetallic tubing installation is NOT used, the cable cannot be strapped, taped, or attached by any means to the exterior of any conduit or gutters as a means of support.
- ◆ Satellite dishes should be located below the roof peak, safely away from electrical lines and other utilities.
- ◆ Satellite dishes should be located in the rear of the house.
- ◆ Satellite dish colors should be a basic standard grey color.
- ◆ Dishes are not to be mounted on the deck railings.
- ◆ Maximum of two working dishes are allowed.
- ◆ Non-working dishes must be removed.

Sidewalks - see “Walkways, Pathways and Steps”.

Signs - No sign shall be attached to structures, fences, state traffic posts, Association signposts, lampposts, trees or mailbox posts. This sign policy shall adhere to the Ridgeway at White Plains HOA Rules and Regulations regarding the placement of temporary signs. Individuals will be charged for sign removal from, and maintenance of, the aforementioned items. The Association will remove improperly placed and non-conforming signs. No commercial/business advertising is allowed.

Stone - No rock/gravel/stone can be used in lieu of mulch, ground cover or grass.

Sun Control Devices - Awnings can provide an effective means of controlling glare and excessive heat build-up on windows and door openings and help reduce summer energy consumption and utility costs. The manner in which sun control is implemented has considerable effect on the exterior appearance of a house.

1. Sun control devices must be compatible with the architectural character of the house in terms of style, color and materials.
2. Awnings should be consistent with the visual scale of the house to which they are attached.
3. All awnings must be located on the rear of houses.
4. No fringe allowed on the edge of awnings.
5. The location of any awning should not adversely affect views, light, winter sun or natural ventilation of adjacent properties.
6. The cost to repair any damage done to the exterior of the home during installation, or by the existence, of an awning is the responsibility of the homeowner.

Application Requirements –

1. Exterior Alteration Application filled out in its entirety.
2. Site plan showing the relationship of the awning to the house; property lines and adjacent properties.
3. Drawing, picture, or a brochure of the awning including color and dimensions.
4. Construction Plans/Drawings
5. Samples of materials and color to be used must be submitted with the EAA.

Tree Stumps & Tree Removal - Existing tree stumps or newly exposed tree stumps must be removed or ground down 6 (six) inches below grade. The area must be returned to grass, or mulched if in a garden bed.

Tree removal must comply with all City and County ordinances on tree cutting and removal.

Application Requirements –

1. Exterior Alteration Application filled out in its entirety.
2. Site plan showing the relationship of the trees to the house; property lines and adjacent properties.

Walkways, Pathways and Steps- The installation of walkways or pathways on a lot will be considered if it seems appropriate for the intended use and is appropriate to the size and scale of the lot. Stone, concrete pavers, slate, flagstone, Belgian block or brick would be appropriate materials. Loose stone, gravel, or rocks are not permitted as a medium. Walkways and pathways must be set back from right of way and out of any easements.

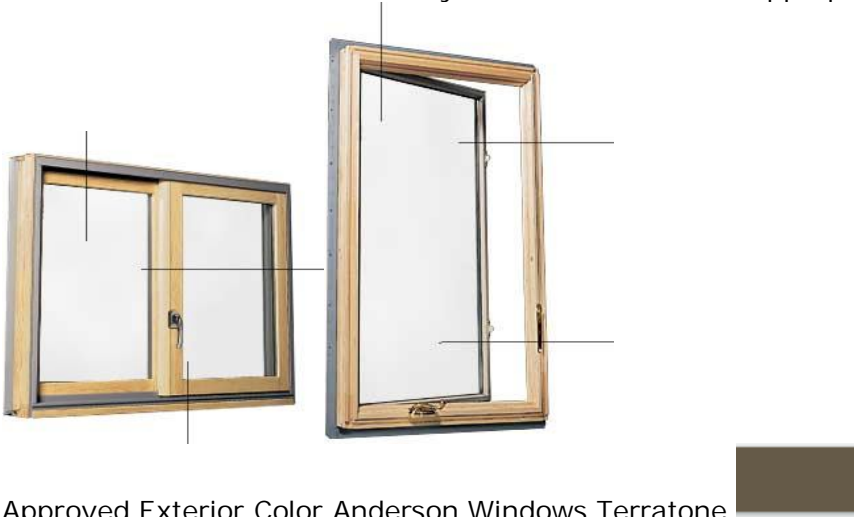
Walkways must be held to a four (4) ft. width and may flare slightly at the driveway. Other hardscape feature will be reviewed on a case-by-case basis.

Application Requirements:

1. Exterior Alteration Application filled out in its entirety.
2. Site plan showing the relationship of the walkways, pathways or steps to the house; property lines and adjacent properties.
3. Drawing, picture, or a brochure of the walkways, pathways or steps including color and dimensions.

4. Construction Plans/Drawings
5. Samples of materials and color to be used must be submitted with the EAA.

Windows - Any changes to the color, style, size, addition of and/or the removal/replacement of windows, an EAA must be submitted. Replacement windows must be compatible with the style of the house. Replacement windows should meet or exceed the specifications of the Anderson 400 Series Replacement windows. Either the Casement or Glider Style can be used where appropriate.



Approved Exterior Color Anderson Windows Terratone

Application Requirements:

1. Exterior Alteration Application filled out in its entirety.
2. Construction Plans/Drawings
3. Samples of materials and color to be used must be submitted with the EAA.

Section 6 GLOSSARY OF TERMS

Adjacent Property - All property, including Ridgeway at White Plains common area, which immediately borders, or has a direct view of an applicant's property.

Alteration - A change; modification or adjustment the act or process of altering.

Awnings - A roof like structure often made of canvas or plastic, which serves as a shelter, as over a window, door, or deck.

Baluster - The upright portion of the row of supports for a deck or porch railing.

Drainage - The act or process of draining or a system of drains, artificial or natural.

Easement - A right held by to make use of the land of another for a limited purpose, as right of passage.

Elevation - A two dimensional drawing or representation of an exterior face of a building in its entirety. (Rear elevation, side elevation, front elevations, etc.)

Erosion - The process by which the surface of the earth is worn away by the action of water, glaciers, winds, waves, etc.

Exterior - Outer; being on the outer side of your house.

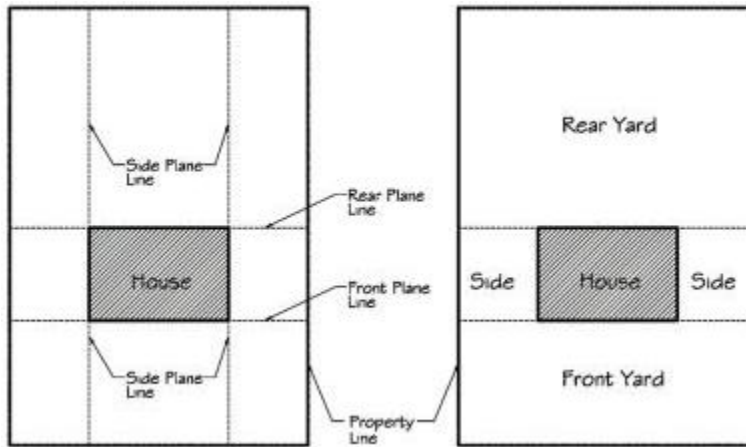
Landscaping - To improve the appearance of (an area of land) by planting trees, shrubs, plants, flowers or grass, or altering the contours of the ground.

Maintenance - The act of maintaining or the state of being maintained. The work of keeping something in proper condition; upkeep.

Patio - An area, usually paved, adjoining a house and used as an area for outdoor lounging or dining.

Plane/Side/Rear/Front

Diagram of Rear Plane Line, Front Plane Line, Side Plane Line:



Plat (Site Plan) - A legal scale drawing representing a piece of land that constitutes a property lot. This document is normally obtained at the owner's property settlement or closing.

Right of Way - This buffer zone between the end of a building lot and the actual roadway is called the right-of-way. It is often owned by the local, state or federal government or it is protected with legal easements so that utilities can be extended to reach all property owners along the roadway.

Satellite Dish -A dish antenna used to receive and transmit signals relayed by satellite.

Site Plan - See "Plat".

Trim - All framing around windows and doors, including decorative mantles, pediments and other edging on outside of the house.

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RIDGEWAY AT WHITE PLAINS HOMEOWNER'S ASSOCIATION, INC.
ARCHITECTURAL REVIEW BOARD
EXTERIOR ALTERATION APPLICATION
Page 1 of 2

This request is to be completed by the homeowner and submitted to the HOA Architectural Review Board (ARB) and then to the Association Board of Directors (Board) for approval BEFORE any work commences. Complete both Page 1 and Page 2 and submit all required documentation.

Please refer to your Declaration of Covenants and Restrictions for a description of the ARB and its purpose, and to our web site ARB Guidelines Section for guidance and requirements.

Last Name _____, First Name _____
Address _____ Lot Number _____
Home Phone (____) ____ - _____ Cell Phone (____) ____ - _____
Mailing Address _____
(If different than _____
above.) _____

This section must be filled in! Check only one that applies to your particular project. Each individual project requires an ARB form submission. (Example: Walkways & Steps, Replacement Windows, or Shrubs & Plantings would each require a separate submission.)

Exterior Siding	_____	Landscaping	_____
Walkways and Steps	_____	Front Door	_____
Outdoor Lighting	_____	Sliding Doors	_____
New Windows	_____	Ground Level Patio	_____
Tree Removal/Planting	_____	Raised Deck	_____
Retaining Walls	_____	Mailbox	_____
Other	_____ Describe below	Garage Door	_____

I hereby submit to the Architectural Review Board for consideration, and agree to obtain all necessary building permits and adhere to the building setbacks as required. I understand that the ARB will process this application as quickly as possible, but that it has up to thirty (30) days from receipt of the application to make a decision.

DATE: _____ SIGNATURE: _____
(Must be signed by Property Owner)

.....
FOR USE BY ARB COMMITTEE: Date Received: _____ By: _____

COMMENTS/SIGNATURES OF ARB COMMITTEE: APPROVED: _____ DENIED: _____ DATE: _____

**RIDGEWAY AT WHITE PLAINS HOMEOWNER'S ASSOCIATION, INC.
ARCHITECTURAL REVIEW BOARD**

EXTERIOR ALTERATION APPLICATION

Page 2 of 2

Use Additional Sheets if Necessary:

Below describe the project briefly & submit all plans, drawings, brochures or pictures applicable to any of the items above. Landscaping projects require that you attach a drawing showing dimensions of planting beds.

Specifications Section:

Please provide samples of any materials, dimensions, colors, manufactures' specifications sheet, cut-sheets, diagrams, and color brochures, or any other items pertaining to your project.

Location of Project:

Attach a copy of survey or drawing showing locations & please be specific and indicate scale of the drawings.

Note:

All requests must conform to all local zoning and building regulations and you must obtain necessary city permits if your request is approved by the ARB. ALSO, please review Ridgeway at White Plains Homeowner's Association ARB Guidelines & Restrictions which can be found on the HOA website.

All work is subject to final inspection by HOA/ARB for compliance with approved plans.

**RIDGEWAY AT WHITE PLAINS HOMEOWNER'S ASSOCIATION
ARCHITECTURAL REVIEW BOARD
Architectural Modification Completion Notification (ACN)**

This form must be mailed back to the Architectural Review Board (ARB) c/o Stillman Management, 141 Halstead Ave, Mamaroneck, NY 10543, within 10 days of completion of the approved changes. If the ARB fails to receive this form within 90 days, it may conduct an inspection to determine if the modification has taken place. Upon completion of inspection, a copy of this form will be sent to the Homeowner.

IMPORTANT NOTE: All approvals for modification not completed within 6 months are considered void and the homeowner must reapply for the approval to the ARB.

Homeowner's Name: _____

Street Address: _____

Project Reference: _____

Date of ARB Approval: _____ File Number: _____

This is to give notice to the Architectural Review Board that the Architectural Modification(s) listed above has been completed and is ready to be reviewed by an ARB member. I understand that the purpose of this review is to ensure that the Architectural Modification completed compares favorably with the Exterior Alteration Application that was submitted and approved. I further understand that in the event of the Modification completed does not comply with the application submitted and/or the standards set forth in the ARB Guidelines, enforcement procedures shall be initiated as indicated in ARB Guidelines, Association By-Laws and the Declaration of Covenants and Restrictions.

Date _____

Homeowner Signature: _____

For ARB use only: Architectural Board Completion Status

The completed Architectural Modification noted above has been inspected by the Architectural Review Board and compared to the application submitted by the Homeowner. It has been determined that the Modification:

- ☐ Has been installed/constructed as presented in the application as submitted.
- ☐ Has not been installed/constructed as presented in the application submitted and/or in compliance with the standards set forth in the ARB Guidelines (see comments below).
- ☐ Has not been installed/constructed as presented in the application submitted by the homeowner, however, the modification has been accepted with the approvable modification(s) to the application as listed below.

Verified By: _____

Inspection Date: _____

Comments:
