

Alterations / Architectural Control Committee

Excerpts from Third Amended and Restated Declaration of Covenants, Easements, And Restrictions for the Fairways Of Sherrill Park effective as of November 19, 2015.

3.3 Alterations. No improvement or structure, including but not limited to any building, fence, wall, or other improvement or structure shall be commenced, erected, painted, or maintained upon the Subdivision, nor shall any alteration or improvement be made that is in not in accordance with Article VIII.

8.4 Architectural Approval.

(a) No building, structure, or improvement of any nature (including, but not limited to the initial construction and any remodeling or reconstruction) visible from any public street (excluding alleys) or Common Area shall be erected, placed, or altered on any Lot until the plot plan (showing the location of such building, structure, or improvement), construction plans and specifications thereof, and landscaping plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines and finished grades with respect to existing topography; (ii) conformity and harmony of external design, color, and texture with existing structures and existing landscaping; (iii) quality of materials, adequacy of site dimensions, proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within the Dedicatory Instruments. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

(b) Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner. If found to be out of compliance with the Dedicatory Instruments, one set of such plans and specifications shall be marked "Disapproved" and returned to the Lot Owner, accompanied by a reasonable statement of items found to fail to comply with the Dedicatory Instruments, including individual reference to the specific covenants or restrictions violated. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee, for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee or its designated representative fails to

approve or disapprove submitted plans and specifications within forty-five (45) days after all information and materials required or requested to be submitted in conjunction with the submission have been submitted (and receipt of all such information and materials has been acknowledged by the Committee, in writing), then Committee approval shall be presumed.

(c) The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, and quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Lots or Common Areas within the Subdivision. For example, but not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods, or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to interpret the general intent, effect, and purpose of these restrictions.

(d) The Committee shall monitor compliance with the terms of this Declaration that relate to preservation of an attractive and well-maintained neighborhood, as provided in Articles III and IX.

8.5 Reliance on Approval. Once a Lot Owner receives the Committee's approval pursuant to Section 8.4, that Owner is entitled to undertake any approved construction or modification. Provided that a Lot Owner's construction or modification conforms to all information and materials submitted to the Committee for approval, the Committee, the Board, and the Association are prohibited from later penalizing a Lot Owner for any previously approved construction or modification later determined to have violated any applicable covenants or restrictions.

8.6 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, without obligation to, cause such restoration, demolition, and removal of any improvements commenced or constructed in violation of this Declaration and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

8.7 No Liability. Neither the Association, the Committee, the Board, nor the

officers, directors, members, employees, or agents thereof, shall be liable for damages arising from any individual's submission of plans and specifications to any of the foregoing for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of any action or inaction undertaken as part of the approval process outlined in this Article. Every person who submits plans or specifications, and every Owner of any Lot, agrees that such person will not bring any action or suit against the Association, the Committee, the Board, or the officers, directors, members, employees, or agents thereof, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands, and causes of action arising out of or in connection with any such judgment, negligence, or nonfeasance and further waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Under no circumstances shall the Association, the Committee, the Board or any officers, directors, or committee members thereof be deemed fiduciaries to the applicants for ACC approval or to the membership affected by any construction of ACC approved plans.

8.8 Variance. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from any established architectural standards, including but not limited to the standards prescribed by this Declaration and those previously published in architectural bulletins. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Each request for a variance submitted hereunder may be reviewed without reference to other requests for or grants of a variance and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants, restrictions, and architectural standards provided hereunder in all other circumstances. No member of the Committee, the Board, or the Association shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner.

8.9 Policies and Procedures/Appeals. The ACC, with the advice and consent of the Board, shall adopt policies and procedures necessary to effectuate its purpose as defined herein. Decisions of the ACC may be appealed to the Board.