

Article XI - Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No Owner, occupant of an Owner's Lot, or any other Person may make any exterior change, alteration, modification (including exterior painting), or construction on a Lot, nor erect, place or post anything or object which may affect the appearance of a Lot (including, but not limited to, any playground equipment, lights (except for reasonable seasonal decorative lights as permitted under Article XII, Section 9 herein), basketball net, storm door, exterior sculpture, or fountain), nor place any object in any window which is visible from the exterior of a Unit, nor remove any tree with a three inch or greater diameter trunk measured at ground level, nor change the grade or slope of a Lot without first obtaining the written approval of the Architectural Review Committee. All landscape borders or decorative borders on a Lot, other than rock or field stone borders and black plastic borders not extending more than four inches above the ground, shall require the prior written approval of the Architectural Review Committee.

The Declarant at the time of sale and/or the plat is recorded for each phase/section of Providence Landing at Ellenwood Farms has the right to establish additional restrictions and/or design-standards as they relate to the size (minimum square footage) of a home and the exterior materials (percentage of masonry and/or siding) to be used on homes in that particular phase/section of Providence Landing at Ellenwood Farms.

Section 1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall have exclusive jurisdiction over all original construction on any portion of the Subdivision as well as modifications, additions, or alterations made on or to existing Lots or structures and improvements thereon, as well as the Common Areas. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, which shall be consistent with the specific guidelines set forth in Section 2 below. Copies shall be available from the ARC for review. The guidelines and procedures shall be those of the Association, and the ARC shall have sole and full authority to prepare and to amend the guidelines and procedures. It shall make the guidelines and procedures available to Owners, Builders, and developers who seek to engage in development of or construction upon all or any portion of the Subdivision and such Owners, Builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred (100%) percent of the Subdivision has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations, for all improvements on the Lots, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the ARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in

relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein construed to limit the right of an Owner to remodel the interior of the residence located upon such Owner's Lot, or to paint the interior of such Owner's residence any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Architectural Guidelines (as defined below), the Association's rules and regulations, or applicable zoning ordinances.

The ARC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the ARC disapproves any application or part thereof, an Owner shall have the right to appeal the ARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the Arc's notice to Owner of its decision, otherwise the decision of the ARC shall be final. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner; and all decisions of the Board shall be final.

Neither the Board nor the ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, Association, the Board, the ARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Declarant, Association, the Board, the ARC, or any member thereof, for any such injury, damage or loss.

Section 2. Certain Architectural Guidelines. Any construction, modifications, additions, or alterations for all improvements on the Lots shall be subject to certain guidelines promulgated by the ARC. a copy of the initial architectural guidelines for the Subdivision are attached hereto as Exhibit "D" (the "Architectural Guidelines"). Any amendment, supplement, or modification to said Architectural Guidelines by the ARC shall not require a corresponding amendment or supplement to this Declaration; provided, however, that to the extent that any such amendment, supplement, or modification to the Architectural Guidelines conflicts with any guidelines set forth on Exhibit "D" that are required by the City of Mount Juliet or other local governmental entity or department, the required guidelines as set forth on Exhibit "D" shall control. A copy of any amendment, supplement, or modification to the Architectural Guidelines by the ARC shall be provided to all Owners.

Section 3. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall:

- (a) be effective unless in writing,
- (b) be contrary to the restrictions set forth in the body of this Declaration, or

(c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Enforcement of Architectural Standards. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, code, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Owner and the Lot shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under Article IX of the Declaration as well as the rules and regulations of the Association, to enter the Lot and remove the violation and restore the Lot or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot, regardless of whether litigation is filed. The remedies under this Section 5 shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

EXHIBIT "D"

INITIAL ARCHITECTURAL GUIDELINES

Architectural Standards for Providence Landing at Ellenwood Farms

- 1) GENERAL - The quality of a development is largely determined by the character of the buildings within it. For this reason, special attention must be given to the design of each building.
 - a) Architectural features and treatments shall be consistent with the architectural style chosen.
 - b) Rhythm of ground floor architectural features shall harmonize with rhythm of upper stories.
 - c) Excessive color variations on a home are not permitted.
 - d) External colors shall be earth tone in nature. Bright or fluorescent colors are prohibited.
 - e) All driveways shall be a minimum of 25 ft. long from street connection, and shall be wide enough to accommodate two cars side by side. Driveways shall be finished with exposed aggregate, brushed concrete, or equivalent. Gravel or smooth asphalt is prohibited.
 - f) Decorative street lamps shall be provided along road.
 - g) Decorative mail boxes in like design and material shall be provided for each lot.
 - h) All houses shall have a minimum two car garage.
 - i) Special care and planning shall be taken to prevent multiple contiguous houses in being exactly the same.
 - j) All houses shall have a minimum of an average of 40% masonry exterior over the entire house. The front of the house shall consist of 100% masonry, with 50% of the front being brick, excluding gables, and architectural areas where not feasible, remaining 50% of front facade shall be stone, hardy board, or equivalent masonry material. Plain smooth-face cinder blocks are prohibited.
 - k) Tract home developers/builders constructing homes in Providence Landing at Ellenwood Farms shall provide a minimum of four (4) floor plans with a minimum of three (3) elevations each to the City of Mount Juliet Planning staff for review and approval.
 - l) Placement of the same plan elevation adjacent to one another shall be prohibited. Deviations from these regulations by the owner/developer shall be subject to Planning Commission approval.
 - m) Minimum square footage of "50 ft." lot product shall be 1400 square feet. Minimum square footage of "40 ft." lot product shall be 1250 square feet. The applicable square footage of each unit is the heated/cooled area.
 - n) No building material may be stored on lots longer than thirty days before construction or more than thirty days after completion of construction. All structures shall be completed within twelve months from starting date. All structures shall have landscaping and shrubbery, planted in such a way as to be consistent with the natural beauty of the area.
 - o) No used house for either temporary or permanent residential purposes shall be moved onto any lot or site for the purpose of being finished thereon.
- 2) WALLS-MATERIAL
 - a) CONFIGURATIONS & TECHNIQUES
 - i) Building walls shall only change material along a horizontal line; i.e., brick may be combined with siding when the material change occurs horizontally (typically at a floor or sill line), with the heavier material below the lighter.

- ii) Siding shall be horizontal, maximum of 8" exposure.
- iii) Shingles shall be horizontal, maximum of 8" exposure.

3) ATTACHMENTS

a) MATERIALS

- i) The foundation material for all buildings shall be clay brick, natural stone, cast stone, stucco, or split face block; exposed smooth faced concrete block is prohibited. The foundation material is the material used between the siding and ground.

b) CONFIGURATIONS & TECHNIQUES

- i) Where two or more materials are proposed to be combined on a facade, the visually heavier of the two materials shall be located below the lighter (i.e., brick below stucco, stone below clapboarding.) It is acceptable to provide the heavier material as a detail on the building's corners, or along cornices and/or windows.
- ii) Wood elements must be painted or sealed with an opaque or semisolid stain.

4) ROOFS

a) MATERIALS

- i) Roofs, if sloped, shall be clad in architectural style 30-year fiberglass shingles, 25- year asphalt shingles, or equivalent. 5-V crimp or standing seam metal is not allowed on main roof and are only permitted on architectural accents.

- ii) Rubber roofing is prohibited.

b) CONFIGURATIONS & TECHNIQUES

- i) Principal roofs, if sloped, shall be a symmetrical hipped or gable roof.
- ii) The ridge of the principal building shall be either parallel to or perpendicular to the street.
- iii) All gable and hipped roofs shall have a minimum slope of 4:12.
- iv) Porch roofs may have a minimum slope of 3:12.

5) OPENINGS

a) MATERIALS

- i) Windows shall be wood (painted), vinyl, or vinyl clad, and shall be glazed with clear glass.
- ii) Doors at frontages (including garage doors) shall be metal, fiberglass, or wood. Doors shall be painted, stained, or pre-finished. Glass is permitted in doors.
- iii) Shutters shall be louvered, paneled, or board and batten, made of fiber cement, vinyl, or wood, and painted (operable or not).

b) CONFIGURATIONS & TECHNIQUES

- i) Windows shall be operable casements, fixed, single, double, or triple hung. Windows along the front of the house shall be vertically proportioned (taller than wide).
- ii) Transoms may be awning, hopper, or fixed.
- iii) Multiple windows in the same rough opening shall be separated by a 3 ½" minimum post.
- iv) Window mentions, if present, shall be true divided light or fixed on the interior and exterior surfaces and shall create panes of vertical or square proportion (taller than wide or as tall as wide.)
- v) Bays shall extend to the floor inside and to the ground outside, or be supported by visible brackets of appropriate size and scale.
- vi) All doors and windows require a minimum of a sill.
- vii) Brick mold casing is appropriate for windows in masonry walls. Brick mold casing shall be set back from surface to provide sufficient return of the masonry finish (or stucco finish).

- viii) Front doors, including entry door to the porch, shall be located on the primary frontage. For houses on corners, either side of the house may be used; however, an entrance on the larger street is preferred.
- ix) Shutters shall be the same height as the window and $\frac{1}{2}$ the width of the window. Small windows may have one shutter that is the full width of the window. Operable shutters are preferred.
- x) Sill heights shall be a maximum of 3'-0" from finished floor. The maximum head height shall be 10'-0". Sill heights may vary for windows in a bathroom or kitchen or decorative and transom windows.

6) FENCE AND RETAINING WALLS

- a) Fences located within the development shall consist of wood, wrought iron, clay brick, natural stone, or cast stone, and are to be approved by the Home Owners Association.
- b) Lots 1-5 and 47-62 along S. Rutland Road shall have a 6 ft. tall wood fence along the rear of the property. The fence shall be installed upon the construction of each lot. The fence shall be stained in a dark natural wood finish and the fence shall be the same construction and stain for each lot.
- c) Fences shall be a minimum of 36" in height and no greater than 72".
- d) All gates shall consist of wood or wrought iron and be selected based on the predominate material of the fence.
- e) Fences may extend only up to one-third of the house side and will not be permitted within the front yard setback.

Any changes to these Architectural Standards and Restrictions are subject to the approval of the City of Mount Juliet.