

ARCHITECTURAL STANDARD AND CONSTRUCTION
REGULATIONS OF WINCHESTER ESTATES

As of 6-15-06

ARTICLE 1
PURPOSE,

1.1 Establishment The Design Review Committee (the "Committee") has developed a set of architectural standards (the "Standards") for Adoption in Winchester Estates in order to:

- a. Attain the highest quality of residential development and construction;
- b. Establish and preserve a harmonious design in Winchester Estates and;
- c. Protect and enhance the. Value of property in Winchester Estates.

These standards will establish controls to which the process of building will be subjected so that development and construction will merge and compliment the natural beauty of the land and the quality of the community. Winchester Estates will be a community where different architectural designs and styles compliment each other. Because there may be different designers, builders and owners involved standard are necessary and, useful in attaining the desired level of consistency and quality of appearances.

The intent of the Committee and Tuscan Land Development LLC, the Declarant, is to achieve harmony among dwellings and between each dwelling and its surrounding landscape. Exteriors of the buildings are to be subdued and in harmony with the natural landscapes and surrounding dwellings.

1.2 Standards. These Standards are established to:

- a. Carry out the general purposes expressed in the Declaration of Covenants, Conditions, and Restrictions of Winchester Estates (hereafter the "Declaration");
- b. Prevent violation of any specific provision of the Declaration;
- c. Prevent any change in the existing state of property which would be unsafe or hazardous to any persons or properties;
- d. Minimize obstruction or diminution or the view of others;

- e. Preserve visual continuity between improvements and prevent any marked or unnecessary transition between improved or unimproved areas;
- f. Assure that any change in the existing state of property will be of attractive design and in harmony with development on all Lots; and
- g. Assure that materials and workmanship for all improvements are of high quality and durability comparable to other improvements in Winchester Estates.

Compliance with these Standards and approval by the Committee do not constitute compliance with any applicable building codes or regulation. An Owner or his representative must consult with the City of Andover, Kansas in that regard.

In the event of any conflict between these Standard and the Declaration, the most restrictive provisions of either document aforementioned shall be taken to govern and control.

ARTICLE II DEFINITIONS

Unless the context otherwise specifies or requires the following words or phrases when used in these standards shall have the following specified meaning:

2.1 **Association.** A non-profit corporation formed for the platted addition in which the lot is located within Winchester Estates whose Articles incorporation are filed with the Kansas Secretary of State.

2.2 **Builder /Contractor** A person, or entity engaged by an Owner for the purpose of constructing a Dwelling on such owner's Lot. The Contractor and the Owner may, in some cases be the same persons or entity. The term builder or Contractor is used interchangeably throughout these standards.

2.3 **Committee.**

The Design Review Committee established pursuant to the Declaration shall mean either the Board of Directors of the Developer or not less than three (3) or more than five (5) members appointed by the Board Of the Association. The Committee is the architectural Committee established to review and conform architectural and landscape plans for residences and lots with the desired aesthetics, maintenance, facility operation, community acceptance and overall appearance of the Winchester Estates development. It is the responsibility and purpose of the Committee to review and approve plans for site and architectural improvements based on the provisions of the Declaration and these Standards.

2.4 Construction Site. Construction Site shall mean and refer to such portion or Winchester Estates (including, but not limited to, a Lot) on which, authority is given by the Committee to construct Improvements or store materials or equipment.

2.5 Declaration. The Declaration of Covenants, Conditions, and Restrictions of Winchester Estates for the addition in which the Lot is located as it may be modified or supplemented.

2.6 Developer: Tuscany Land Development, LLC and its successors and assigns.

2.7 Dwelling. A residence constructed or proposed to be constructed on a Lot in Winchester Estates and, any Improvements constructed in connection therewith.

2.8 Improvements. Any change, alterations or additions to the existing state of property.

2.9 Lot. Any parcel of property shown on the recorded plat of Winchester Estates and identified therein as a lot or site in Winchester Estates..

2.10 Owner The Owner of record of a Lot, whether one or more persons or entities. For the purposes herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.

2.11 Standards. Those restrictions, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document and as amended from time to time by the Committee.

2.12. Winchester Estates: Winchester Estates according to the recorded plats thereof, an addition to the City of Andover, Butler County, Kansas, and sometimes the overall development known as Winchester Estates.

ARTICLE III: BASIC BUILDING RESTRICTIONS

3.1 Location of Dwellings and Setbacks. The locations and setbacks of buildings will be in accordance with the recorded plat, the Declaration, city codes and regulations, and the Committee's recommended setback lines, which are available upon request. The Committee's recommended setback lines may vary from Lot to Lot depending on specific circumstances. Because no two Lots are exactly alike, the Committee will review each plan for a Dwelling in relation to the specific characteristics or the particular Lot and its surroundings. What might be considered appropriate for one Lot might be inappropriate for another. For this reason, the Declaration, which applies to all Lots, permits the flexibility that is essential to the appropriate use of widely varying Lot conditions and topography.

The objective is to provide that the Dwelling be compatible with the particular Lot and be located so as to minimize obstruction or diminution of the view of others. There shall be not more than one single-family residence, for private use, with private garage and other ancillary buildings incidental to residential use, per lot.

3.2 Height of Structures. The Committee shall discourage, and has the right to prohibit, the construction of any Dwelling, Improvements or other structure which would appear excessive in height when viewed from the roads, drives or other Lots. Dwellings whose masses are generally parallel to the natural terrain of the Lots and which minimize the obstruction of view from other Lots will be encouraged. In all cases, the appearance of Dwellings from other Lots and roads will be an important factor.

3.3 Permitted Uses and Floor Spaces. Each Lot shall be used exclusively for residential purposes and such purposes as are customarily incident thereto. Due to irregular Lot sizes, no maximum floor area can be established; however, in general the minimums are as follows:

<u>Style of Home</u>	
Ranch	1500 sq.ft
One and One-Half Story	1,700 sq.ft.
Two Story	1,800 sq.ft.

The square footage is exclusive of basements, garages, porches, patios and accessory structures. No maximum floor area is specified; however the Committee will be concerned that the total size of all structures on the Lot does not create a negative visual impact. The Committee reserves the right to deviate from the minimum floor area requirements set forth above in the case of an exceptional design of a Dwelling.

3.4: Color. The color of external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasional accent colors used judiciously and with restraint may be permitted. Color shall be harmonious and compatible with colors of other Dwellings in the vicinity and nearby surroundings.

3.4 Materials: Exterior Structures. Exterior surfaces shall be of natural materials that blend and are compatible with the natural landscape. The use of each material shall be an appropriate expression of the characteristics of that particular material. Textures shall be harmonious and compatible with textures of other Dwellings in the vicinity and the nearby surroundings. The use of brick, stucco, stone, wood and other high quality siding material is preferred. Masonite type siding is not an acceptable primary siding material but may be used for soffit and fascia construction. Exposed concrete blocks prefabricated metal building and silver finish aluminum doors and windows are unacceptable. In all cases, fireplace flues shall be enclosed with wood or masonry products.

3.6 Foundation Walls. Exposed foundation walls must be painted and those exceeding twelve inches (12") shall be covered with the same quality facing material as the Dwelling.

3.7 Roofs. All roofs shall be of a material, color, and texture approved by the Committee. The roof material, color, and texture from Dwelling to Dwelling within the development shall be compatible in nature so as to create a homogeneous community. Roof materials must be of a high quality; long-life material. A Heritage style shingle, weathered wood color is recommended. Due to concerns over roof life, susceptibility to fire, and insurance premiums, wood shake shingles may not be allowed as an acceptable roof material unless the shakes can meet certain warranty and rating minimums established from time to time by the Committee. No maximum or minimum pitch is specified, but approval by the Committee will be based on the visual impact of the roof on the Lot and on neighboring Lots, Dwellings and roads. The overall appearance of the dwelling will be an important consideration.

3.8 Building Projections. All projections including, but not limited to, chimney flues vents, gutters, downspouts, porches, railings and exterior stairways, shall match the color of the surface from which they project or shall be of an approved color.

3.9. Garages. The residential structure or complex on a Lot shall include a garage of a size sufficient to accommodate, a minimum of two (2) full-sized automobiles and a maximum to be approved by the committee. In addition, a minimum of two off street parking spaces in the driveway shall be provided.

3.9 Fencing. Fencing is prohibited in the front of the Dwelling. The Committee must approve the use of fences around swimming pools and other areas including fencing around patios and decks. Approved fencing, must primarily be of wrought iron material, unless otherwise approved by the Committee. If appropriate, solid fencing may be allowed under certain circumstances (e.g. screening a dog run).

3.11 Site Drainage and Grading. All structures and landscape elements shall be placed on the Lot so that the existing topography shall be disturbed as little as possible. The grading shall be such as to prevent ponding or washing of water, on the Lot and on adjacent property. Drainage shall generally be away from structures. Newly graded areas shall be protected against erosion. Lot Owners and their representatives or Builders are required to minimize disruption from grading; when possible, to use existing natural drainage paths; and to consider and provide snow storage and runoff. Location of topsoil stockpiles, barrow pits on site and excess material disposal areas is subject to Committee approval. The final site plan or grading plan shall be prepared to as to conform to the master drainage plan for Winchester Estates and it shall show both existing and future contours. Finish elevations with seed and sod in place will be brought to within one (1) inch of all paved surfaces. No residence shall have a finished grade at the Dwelling less than

three feet above established flood plain. No excavations, except as are necessary for the construction of the Dwelling or Improvements, shall be permitted on any Lot.

3.12 Drainage and Paving. Materials used to create special paving patterns are subject to Committee approval. A minimum grade of two percent (2%) for drainage away from the Dwelling is recommended. Owner shall provide for drainage to streets and common areas in accordance with the Winchester Estates Grading and Drainage Plan and not onto adjacent lots.

3.13 Culverts. Driveway culverts, if required, must be submitted for approval to the Committee and, once approved, will be installed by the Owner at the Owner's cost.

3.14 Garage Doors. Visual impact of garage doors will be minimized by such measures as, but not limited to, siting of the Dwelling, protective overhangs or projections, raised panels, special door facing materials or design, and landscaping. The Committee shall consider a high quality steel raised panel garage door is an acceptable type of overhead garage door.

3.15 House Numbers. Each Lot has been assigned a street number, which has been approved by the appropriate governing authority. The Owner is required to present the assigned number on the premises in a manner in keeping with the foregoing standards as approved by the Committee.

3.16 Exterior Mechanical Equipment. No mechanical equipment shall be located in any side yard setback nor exposed on any lot unless connected and incorporated into the overall form of the Dwelling or be permanently enclosed by a screening material (e.g. landscaping, fencing, wall, etc.) approved by the Committee. It shall be the Owner's responsibility to create such screening effect.

3.17 Accessory Structures. Accessory structures as permitted by the Committee shall be architecturally compatible with the Dwelling.

3.18 Exterior Lighting. No exterior lighting shall be permitted on any Lot except with the written approval of the Committee. Exterior lighting that is subdued whose light source is not abusive to the adjoining Dwellings may be permitted by the Committee for such purposes as illuminating entrances, decks, patios, driveways and for other approved purposes. .

3.19 Landscaping At the time of, or as soon as reasonably possible following construction of the Dwelling on a Lot, but not later than ninety (90) days (or as extended by the Committee due to seasonal considerations) after resident occupancy of the dwelling, the Lot shall be suitably landscaped with grass, shrubs and trees, as referenced in the Declaration. The Committee shall require the Owner to submit complete landscaping plans and specifications. It is the intent that each Lot shall be fully landscaped and Lot Owners are encouraged to make adequate

provisions for landscaping costs in their overall construction budget. Underground sprinkler systems for grass areas are required. There shall be no rock yards and all yard areas exclusive of improvements, shall be at least 80% grass. Bermuda, zoysia or prairie grass lawns will be prohibited in the development.

3.20 Swimming Pools. Swimming pools shall be underground and shall be designed to integrate with the existing site and architectural form. Adequate screening, security and maintenance shall be provided. Any fencing around swimming pools (whether required by the City of Andover or desired by the Owner) shall be wrought iron or other material as approved by the Committee, and the Committee may require additional landscaping. Developer only requires swimming pools to be fenced if necessary to meet government codes and regulations. Swimming pool construction shall meet Kansas State Board of Health Standards.

3.21, Style and Quality. There is no mandatory "style" of architecture in Winchester Estates. The only constant is high quality and harmony with the particular lot, general landscape, and uniqueness of Winchester, the Committee wishes to encourage and promote a harmonious building theme.

3.22 Additional Exterior Construction or Changes. Any exterior changes to the approved plans, before, during, or after the construction of a Dwelling must first be submitted to the Committee for approval. Any exterior alterations to a Dwelling or landscaping must first be submitted to the Committee for approval.

3.23 Building. All structures will conform to all applicable building codes and ordinances. Approval of construction plans by the Committee does not constitute or imply compliance with such codes and ordinances,

3.24 Re-subdivision. No residence shall be placed, erected or maintained on any site which is less than one lot as platted. No lot shall be split or re-subdivided without written approval of the Committee.

3.25 Habitation. Prior to completion of a permanent residence, no basement, garage or temporary structure of any kind shall be used for human habitation, temporarily or permanently.

3.26 Relocated Structures. No used or previously erected house or building of any kind, including mobile homes and prefabricated buildings (other than elements of houses which are prefabricated and approved by the Committee), can be moved or placed, in part or whole, nor be permitted to remain on any Lot.

3.27 Recreation and Play Equipment. All recreation and play equipment shall be located in the rear of any Lot except that basketball goals may be positioned in the rear or at or near the front building line of the home. The Committee must previously approve all playground equipment installed, including basketball goals. The Committee encourages basketball goal to be a high-quality in-ground system

comprised of a clear glass or plastic backboard and a dark green or black colored pole. Generally, portable basketball goals/systems will not be approved by the Committee. The Committee is unlikely to approve any basketball goal (portable or in-ground) positioned at the street end of a driveway or in a cul-de-sac.

ARTICLE IV ARCIDTECTURAL REVIEW PROCEDURES

4.1 Approved Builders. The Committee shall approve builders.

4.2 Submission of Plans; City of Andover Approval. Plans, specifications and working drawings shall be submitted to the Committee as specified in the Declaration and in accordance with the following submittal and review procedures. It is recommended that a licensed architect or such other design professional prepare the plans and specifications. Signed approval of final plans by the Committee is required prior to the undertaking of the construction or installation of any structures, site improvements, landscaping, etc. Such approval simply means that the proposed plans meet the Winchester Estate's aesthetic and functional requirements. APPROVALS FROM THE CITY OF ANDOVER KANSAS ARE ALSO REQUIRED PRIOR TO COMMENCING CONSTRUCTION. Submission of plans to the City of Andover should not be made until final Committee approval is secured. The City of Andover approval process is completely separate from the Committee review and focuses on many construction codes and safety issues not addressed by the committee. It is incumbent upon each Lot Owner and Builder/Contractor to satisfy all governmental requirements and to secure all required approvals, permits and inspections. Each Lot Owner is responsible for, and assumes all liability with respect to: (1) structural and soil engineering decisions; (2) soil stability and load bearing capacity; and (3) compliance with zoning and building ordinances. By approving plans and specifications, neither the Committee nor any member thereof, nor the Developer, assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Upon request, the Lot Owner shall provide the Committee and Developer with a release of liability.

A. Pre-Design Meeting: Prior to preparing plans for a proposed Dwelling, the Owner and/or his architect or design professional may request a meeting with a Committee member, if applicable, to discuss proposed plans and to explore and Resolve any questions regarding building in Winchester Estates. This informal meeting is to offer guidance prior to initiating design. In order to derive the maximum benefits from this meeting the Owner should be prepared to discuss in as much detail as possible the type of improvements to be built on the Lot. This meeting is intended to prevent the Owner from making excessive expenditures on concepts that will not be acceptable to the Committee. A member of the Committee will be

available as needed however, an appointment should be made at least one (1) week in advance.

B. Plan Submittal and Review. The following documents are to be submitted in triplicate for plan approval. The Committee shall conduct the review during its next scheduled regular meeting, and will respond within five (5) working days after such meeting. Final plans are to be in accordance with the requirements outlined below. The Committee shall retain on file one (1) set of approved final plans to assure compliance and for future reference. One (1) set of approved final plans will be retained at the offices of the listing real estate agent. The Owner shall receive one (1) approved set of plans for his/her records. As needed, the Committee may hold special meetings in addition to the regularly scheduled meetings.

- 1(1) Plans shall include;
 - a) An approximate time schedule indicating starting and completion dates of the Dwelling, utilities hookup and completion of landscaping work;
 - b) A site plan prepared by MKEC Engineering Consultants (or the developer's designated engineer at the time). The site plan (no smaller than 1" = 30' scale) shall indicate building location and elevation, driveway, parking and grading plan. Water drainage should be shown over the total Lot and extended outside the Lot on all sides at a distance sufficient to establish that proper drainage is achieved.
 - c) Floor plans (no smaller than 1/8" = 1' scale);
 - d) Samples of all known exterior materials and colors (the Committee understands that certain exterior finishes, such as paint color, may not be determined until the Dwelling is under construction; however, Committee approval must still be obtained at such time as the selection is made by the Owner);
 - e) Exterior elevations of all sides of the Dwelling with both existing and proposed grades indicated. Such elevations shall be drawn at same scale as the floor plans. Such drawings shall include grade elevations of the street, main floor and the top of roof; and
 - f) Any accessory improvements contemplated on the Lot must be shown on the plan submittal.
- (2) Final approval by the Committee shall be issued in writing. The securing of a building permit and adhering to City of Andover inspections are the responsibility of the Owner and Builder. Construction documents (working

drawings and specifications) are to be in accordance with the design approved in the final submittal. Construction shall not commence until all of the above requirements are satisfied. Additional construction to a Dwelling and/or changes after completion of an approved structure must be submitted to the Committee for approval prior to initiating such changes and/or additions.

- 4.3 Re-submittal of plans In the event of any disapproval by the Committee of plans submitted, any resubmission of plans will follow the same procedure as an original submittal. In the event a decision by the Committee is felt to be unjust, a request for a special hearing may be submitted in writing to the Committee within seven days of the date of notification of the decision. This request shall contain the reasons why the decision is felt to be unjust and any other explanatory material, which would be helpful to the Committee in reviewing the situation. A meeting of all parties concerned will be arranged when warranted, and the decision of the Committee at this meeting or subsequent to reviewing this material will be final.

4A Work In Progress. The Committee may inspect all work in progress and give notice of non-compliance. Absence of such inspection, and notification during the construction, period does not constitute either approval of the Committee of work in progress or compliance with these Standards or the Declaration. If, during the course of construction, changes occur to an Improvement which causes it to be significantly different from the approved documents, a request for approval of these changes shall be submitted to the Committee in duplicate in the following manner:

- a. A Written statement giving the reason such changes are desired shall be submitted; and
- b. A complete description of the change, including a drawing, specifications and any other descriptive information required by the Committee.

In the event of disapproval of the changes, re-submission of plans or requests for a special hearing shall be in accordance with paragraph 4.3 above.

- 4.5 Completed Work. Upon completion of any Dwelling or other Improvement for which final plan approval was given by the committee, the Owner shall give written, notice of completion to the Committee. Within such reasonable time as the Committee may determine, but in no case exceeding ten days from receipt of such written notice of completion from the Owner or its duly authorized representative, the Committee may inspect the Dwelling or other improvements. If it is found that such work was not done in strict compliance with the final plans submitted or required to be submitted for its prior approval, the Committee shall notify the Owner in writing of such non-compliance, specifying in reasonable detail the particulars of non-compliance and shall require the Owner to remedy the same. If, upon notification by the Committee, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Owner and may take such action to

remove the non-complying improvements as is provided for herein. If, after receipt of written notice of completion from the Owner, the Committee fails to notify the Owner of any failure to comply with its directives within the period provided; the Improvements shall be deemed to be in accordance with the approved plans. The Committee understands and acknowledges that the Owner's exterior color selections may change upon visual inspection of a proposed color. Color changes such as this do not require advance Committee approval provided that the new colors are in the same range of muted colors as described in paragraph 3.4 above.

4.6 Right of Waiver; Variance. The Committee reserves the right to waive or vary any of the procedures or standards contained herein in its discretion. Any waiver or variance granted shall relate only to the specific situation and shall not be considered precedent setting. Each decision will be made with the welfare of the overall development in mind.

4.7 Non-Liability of the Committee and Developer. Neither the Committee nor the Developer, nor their respective Successors or assigns, shall be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every Owner or other person who submits plans to the Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Committee or Developer to recover damages.

4.8 Enforcement. These Standards may be enforced by the Committee, the Association, or the Developer.

4.9 Grading Dimensions and Elevations. Other information Submitted by an Owner. Any owner submitting plans for approval to the Committee shall be responsible for the verification and accuracy of all Lot dimensions, grade, elevations and the location of the key features of the natural terrain. Each Owner shall certify to the accuracy thereof before the Committee will undertake its review. The Developer's engineer at the cost of the Owner shall establish elevations for the pad on which a Dwelling is constructed. Any deviation from the engineer's elevations and any resulting liability, damage, or costs incurred as a result thereof, shall be the responsibility of the Owner.

ARTICLE V CONSTRUCTION REGULATIONS

5.1 Construction and Safety. In order to insure a safe, neat and orderly construction site, the Committee and the Developer have established certain construction and safety regulations for the benefit to all Winchester Estate owners and residents. It is of the utmost importance that anyone conducting construction activities in Winchester Estates Hills exert extreme care in preventing conditions that are unsafe. The Developer

and the Committee will not tolerate any activity that, in their opinion, constitutes such hazards.

- 5.2 Occupational Safety and Health Act Compliance (OSHA). All applicable OSHA regulations and guidelines shall be strictly observed at all times by the Owner and the Builder/contractor.
- 5.3 Construction Trailers; Portable Field Offices. An Owner or Builder/Contractor, who desires to bring a construction trailer, field office or any of the like to Winchester Estates shall first apply for and obtain written approval from the Committee. The Committee will work closely with the Owner or Builder/Contractor to determine the best possible location for such temporary structure, Such temporary structure shall be located only in a location approved by the Committee and shall be removed upon completion of construction.
- 5.4 Storage of Materials and Equipment. Owners and Builders/Contractors are permitted to store construction materials and equipment on the Constructi on Site during the construction period. Such materials and equipment shall be neatly stacked properly covered and secured. Storage of material or construction equipment outside the Owner' s Construction Site will be done only with the approval of the applicable property owner and the Committee. Any storage of materials or equipment shall be the risk owner or buil der/Contractor. Owners and Builder /Contractor shall not disturb, damage or trespass on other Lots or adjacent property. Should any such damage occur, it will be restored and repaired at the offender' s expense. No building materials may be placed on any Lot more the fifteen (15) days before beginning construction.
- 5.5. Debris, and Trash Removal. Owners and Builders/Contractors shall clean up and properly dispose of all trash and debris on the Construction Site at the end of each day. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the Construction Site. Owners and builder/contractor are prohibited from dumping, burying or burying trash anywhere in Winchester Estates. During the construction period, each construction Site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore or affecting other Lots or adjacent property. Dirt, mud or debris resulting from activity on each Construction Site shall be promptly removed from public or private roads, sidewalks, open spaces and driveways or other portions of Winchester Estates.
- 5.6 Sanitary Facilities. Developer shall provide portable toilets or similar toilet facilities for use by the construction workers. The quantity and location of the facilities shall be at the sole discretion of the Developer. Each Builder/Contractor shall require its construction workers to use and maintain such facilities in a clean and sanitary manner.

- 5.7 Parking Areas. Construction crews shall not park on or otherwise use, other Lots or portions of the development. Private and construction vehicles and machinery shall be parked in areas designated by the Committee or Developer.
- 5.8 Conservation of Landscaping Materials. Owners and Builders/Contractors acknowledge that the lots contain soil that should be salvaged before and during construction, and respread upon completion of construction.
- 5.9 Excavation Materials. Excess excavation material shall be timely removed from Winchester Estates.
- 5.10 Blasting. If any blasting is to occur, the Developer shall be informed far enough in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures including protective actions, have been taken prior to the blasting.
- 5.11 Restoration or Repair of Other Property Damaged. Damage and scarring to other property, including, but not limited to, other Lots, roads, driveways and/or other Improvements will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person or the entity causing the same. Upon completion of construction, each Builder/Contractor shall clean Its Construction Site and repair all property, which was damaged, including but not limited to, restoring grades, repair of curbs,, streets, driveways, drain culverts, signs, lighting and fencing.
- 5.12 Miscellaneous and General Practices. The following practices are prohibited at Winchester Estates.
- a. Changing oil on any vehicle or equipment other than at a location designated for that purpose by the Developer or the Committee;
 - b. Allowing concrete suppliers and contractors to clean their equipment in the development, other than at locations designated for that purpose by the Developer or the Committee;
 - c. Removing any plant material, topsoil or similar items from the property of others within Winchester Estates;
 - d. Carrying any type of firearms in the development;
 - e. Using disposal methods or procedures other than those approved by the Committee;
 - f. Careless disposition of cigarettes and other flammable material;

- g. Any loud or excessive noise from sound equipment such as radios and Loudspeakers;
 - p. Dogs and other domestic pets running loose
- 5.13 No Responsibility to Developer. Developer assumes no responsibility for soil conditions including possible rock foundations, high water table, or expansive soils. Each Owner shall be responsible for obtaining soil tests as may be required by the City of Andover.
- 5.14 Responsibility of Lot Owner. Any Lot Owners in Winchester Estates shall be responsible for the conduct and behavior of their representatives, Builder/Contractors and their sub-contractors.
- 5.15 Fire Extinguisher Each Builder/Contractor shall make at least one 10 lb. ABC rated dry chemical fire extinguisher available to their Construction Site.
- 5.16 Completion of Construction. Builders shall furnish to the Committee that builder's risk insurance and Workmen's Compensation insurance, if applicable; will be in force during the construction period. Builders shall also show proof of General Liability Insurance with a minimum limit of five hundred thousand dollars (\$500,000).
- 5.17 Time of Completion. The exterior of any Dwelling, garage, outbuilding or other improvements approved to be erected any Lot shall be completely finished within eight (8) months the date of the start of construction (unless extended by the Committee due to seasonal considerations). The interior of any such Dwelling, garage, outbuilding or other Improvements shall be completed within twelve (12) months following the start of construction. In the event the aforementioned time frames are not met, the Developer shall have the right to finish the Dwelling per the approved plans and to file a lien.
- 5.18 Non-Compliance. In the event of the owner's non-compliance with the restrictions set forth herein, the Developer and/or the Committee shall have the right, but not the obligation; to hire a contractor or contractors to complete the work and, furnish the materials necessary for compliance, at the Owner's expense plus 10% for administration. In the event that the Owner does not pay the same, the Developer and/or Committee shall have the legal right to file a statutory lien against the property and proceed in law or equity to sell the property to obtain said charges. Any money received over and above said charges and court costs shall revert to the Owner. A failure to enforce any restrictions shall in no event be deemed waiver of this right to do so afterward.

**ARTICLE VI
AMENDMENTS**

The Committee shall have the right to amend and modify these Standards at any time in its sole discretion provided that no modification or amendment hereto shall adversely affect any previously approved plans.