

**WESTOVER CROSSING HOMEOWNERS' ASSOCIATION**  
**GENERAL RULES, REGULATIONS AND ARCHITECTURAL STANDARDS**

**REVISED: APRIL 2024**

**Preamble**

The purpose of these General Rules and Regulations is the preservation and enhancement of the integrity, value, aesthetics, and the quality of life of the "Westover Crossing Community."

The Declaration as well as the Pennsylvania Uniform Planned Community Act (the "Act") authorizes the Board of Directors of the Association (Board) to establish uniform general rules, regulations, procedures, standards, and enforcement policies to implement architectural and property use restrictions for the use of the property and the well-being of the Members. These Rules are in addition to the use restrictions contained generally in the Association's Declaration of Covenants, Easements and Restrictions, including but not limited to Article IV, Section 1, from which many of the following General Rules and Regulations have been derived. The use restrictions in the Declaration may not be altered, amended or otherwise changed without the vote of the Owners in accordance with the Association's Declaration and Act.

The Board has designed the Architectural Review Committee (refer to By-Laws, Article IX-Committees and Declaration of Covenants, Easements and Restrictions) to perform certain processing and preliminary review activities on its behalf as outlined herein.

These General Rules, Regulations and Architectural Standards are subject to, and shall be enforced by, the policies of the Association in effect from time to time that are contained in the Book of Resolutions, including but not limited to, the provisions and terms of the Association's Rules Enforcement Procedure.

These General Rules and Regulations shall replace and supersede any previously adopted and circulated rules and regulations, policies or resolutions of the Association which are inconsistent with this document, effective immediately.

All present and future Owners, tenants, occupants and mortgagees and their agents, employees and invitees are subject to and bound by these Rules, and each Owner shall be responsible for any violation of these Rules by their family members, guests, tenants, agents or employees of the Owner and any other individuals occupying or visiting such Owner's Unit.

These Rules and Regulations may be amended by the Board at any meeting and such amendments shall take effect immediately upon publication to the Unit owners.

Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration of Easements, Covenants and Restrictions (i.e., "Member", "Owner", "Unit", etc.).

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**A. Residential Use:**

1. All Units shall be used and occupied solely and exclusively for single family residential purposes.
2. Notwithstanding the foregoing, where authorized by West Norriton Township Zoning Code, a “No-Impact Home Based Business” may be conducted as an accessory use within the Dwelling so long as it does not interfere with the quiet enjoyment of neighboring residential properties by occupants of normal sensibilities and complies with the following regulations:
  - A No-Impact Home-Based Business is a business or commercial activity administered or conducted as an accessory use which is clearly secondary to the use as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pickup, delivery or removal functions to or from the premises, in excess of those normally associated with residential use.
  - The business activity shall be compatible with the residential use of the property and surrounding residential uses.
  - The business shall employ no employees other than family members residing in the dwelling.
  - There shall be no display or sale of retail goods on premises and no stockpiling or inventory of a substantial nature.
  - There shall be no outside appearance of a business use, including but not limited to parking, signs or lights.
  - The business activity shall not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference, including interference with radio or television reception, which is detectible in the neighborhood.
  - The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood.
  - The business activity shall be conducted only within the dwelling and may not occupy more than 25% of the habitable floor area.
  - The business may not involve any illegal activity.
3. The garage of the Unit may not be altered for any other use, except as approved by the Association and in accordance with the Township of West Norriton. The leasing of the garage is prohibited.
4. Commercial signs, stands or any other business-related equipment are prohibited on any Unit, Lot, Private Yard or on any Common Area, except for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units.

**B. Maintenance of Unit, Private Yard, Lot and Common Areas**

1. Each Owner shall keep the Private Yard, Unit and all improvements in good order and free of debris and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules and Regulations which may be applicable hereunder or under applicable law in order to prevent the development of any unclean, unhealthy, unsightly or unkempt condition.

2. No live trees or shrubs located within the Private Yard or Common Area may be planted, cut or removed without the prior approval of the Architectural Review Committee.
3. No Private Yard, Unit, Lot, Common Area, or any part of the Property shall be used, occupied or kept in any manner which would violate any law, statute, ordinance or regulation of any governmental body or which would lead to the cancellation of any insurance policy or policies on the Property.
4. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or to be detrimental to the well-being of Members. No one shall unreasonably interfere with the rights, comfort or convenience of the occupants of other homes.
5. The use and covering of the interior surfaces of windows by window coverings, including without limitation, draperies, shades, lavalieres, shutters, blinds or by other items visible on the exterior of a Unit, shall be subject to the following rules and regulations:
  - a. The covering of exterior windows with newspaper, bags, boxes, sheets or other items determined by the Board to be inappropriate for use as a window covering is prohibited.
  - b. Window coverings that are boldly colored, and/or which contain or display promotional materials or lettering, are prohibited.
  - c. Window coverings shall only be solid white, off-white, beige or pastel/pale colors.
  - d. Shutters installed on the interior, visible from the exterior, must be stained in natural, light-colored wood grain colors or painted solid white, off white or beige.
  - e. Rattan or rattan-like shades or blinds are permitted and must be consistent with light-colored natural wood.
6. Except as specifically set forth herein, signs, decals or posters of any character or kind that are visible from the exterior of any Unit, including but not limited to "For Sale" and/or "For Rent" signs, shall not be erected, posted or displayed upon, in or from any Unit, structure, Lot, Private Yard or Common Area.
7. "Open House" Signs shall be permitted as follows:
  - a. One (1) "Open House" sign may be located at the front entrance of the community, center island or in flower beds and/or in front of the Unit for sale/rent no earlier than 6:00 am on the day of the open house and shall be removed the same day no later than 6:00pm.
  - b. "Open House" signs shall not exceed 3' x 3' in size.
8. Security decals are permitted only on exterior ground level windows and shall not exceed 4" x 6" in size. Security signs may be placed in front flower beds and may not exceed 12' in height from the dirt line and 10" in width.
9. Political signs for political parties, propositions, referendums or candidates for election may be erected and maintained on Private Yards as set forth below, provided that the size of any such sign is not in excess of six square feet in size and three feet in height. Political signs may be posted 10 days prior to Election Day and must be removed the day after Election Day. All political signs must be located in the front garden so as not interfere with landscaping or obstruct sight triangles. Political signs are not permitted on Common Areas.
10. No temporary or permanent clotheslines, clothes drying racks or similar structures shall be permitted, nor shall the Owners or occupants of any Dwelling or Lot dry or hang clothes, linens, sheets, towels or other similar items outside for any purpose whatsoever.

11. Except as otherwise set forth herein, no statues, sculptures, bird baths, animal feeders, replicas, awnings, ornaments or other objects may be affixed or placed on any Private Yard or Unit without the architectural request - statues, sculptures, replicas, ornaments and small garden flags (which flags are approximately 12.5 x 18 inches) shall be permitted in the front garden/mulch beds of the Units.
12. Except as otherwise set forth herein, feeding of wildlife shall be prohibited, including without limitation, laying or placing feed, fruit, hay, grain, chemical, salt or other minerals anywhere on the Property, Private Yard or Common Areas for purposes of feeding the wildlife.
13. Free-standing bird feeders shall be permitted, not in excess, provided they comply with the following:
  - a. Feeders shall be maintained in good repair so as to adequately contain the birdseed;
  - b. the feeders and areas beneath are kept clean, including ground spill;
  - c. the feeders are at least five feet above ground and located at least ten (10) feet from the neighboring Owner's Property;
  - d. the feeders do not interfere with the Association's landscaping responsibilities; and
  - e. the feeders do not create/cause a nuisance to Owner's neighbors.
14. Personal property and belongings, including but not limited to, toys, bicycles, athletic equipment, tools, etc. shall not be left unattended in or about the Common Areas.
15. Except for outdoor furniture, barbecue grills and picnic tables or as otherwise provided in these Rules, all personal property and belongings shall not be stored or left outside the Unit or in Private Yard, but rather shall be stored indoors. Lawn furniture and picnic tables must be stored on the patio, deck or inside the Unit. Barbecue grills must be stored on rear patio or deck or inside the Unit. Permanent barbecue grills are prohibited. Furniture intended for interior use may not be placed or stored outside of the Unit or in Private Yard.
16. Permanent outdoor recreational and play equipment, including but not limited to swing sets, jungle gyms, sliding boards, basketball hoops and backboards, is prohibited. The use of temporary outdoor recreational and play equipment is permitted on the Unit and/or in the Private Yard, provided such equipment is maintained in good condition, is freely movable and stored indoors at nightfall. Bicycles, wagons, strollers and similar items must also be stored indoors at nightfall. Pools are prohibited except that "Kiddie" pools not exceeding a depth of 12 inches or an area of 16 square feet are permitted for use at the Unit and/or in the Private Yard provided the pool is emptied and stored indoors at nightfall.
17. Firewood may be stored outdoors provided such firewood is neatly stacked to a height not more than four (4) feet from the ground level, and such firewood is located in the rear of the Unit on the patio or ground level deck only.
18. Storage of construction materials, including tools and equipment, outside the Unit or in the Private Yard for more than thirty (30) days is prohibited without the prior approval of the Board of Directors.
19. Satellite dishes and antennas not exceeding one meter in diameter shall be permitted on a Lot in accordance with applicable Federal Communication Commission regulations. Owner shall provide a notice of his/her intent to install a Satellite dish prior to installation. Satellite dishes/antennas shall be prohibited on and may not hang over or protrude over the Common Area or any other Lot. Satellite dishes/antennas shall be placed on the rear of the Dwelling to the extent that this placement does not prevent reception of an acceptable quality signal or impose unreasonable expense or delay. Any damage, cost,

expense or liability sustained to the Common Areas or other Lots as a result of the installation, maintenance, repair, use, or operation of a satellite dish/antenna shall be the sole and exclusive obligation of the Owner the dish is servicing.

20. Fencing and any free-standing, above grade walls and/or privacy screens of any kind are prohibited.
21. Detached structures of any kind are prohibited.
22. Flags shall be permitted in accordance with Pennsylvania's American, Commonwealth and Military Flag Act, which flags shall not exceed 3 feet by 5 feet. Free-standing flagpoles are prohibited.
23. Permanently installed natural gas "Stand-by" generators are not permitted. Use of portable gasoline generators during prolonged power outages are permitted. These generators must be located outside of the unit when running and removed to the interior when the power resumes.
24. Seasonal and/or holiday decorations may not be displayed more than thirty (30) days before the corresponding Holiday/Season and must be removed within thirty (30) days following the corresponding Holiday/Season. Seasonal and/or Holiday decorations shall be permitted on Unit/Private Yard provided such decorations (1) do not cause damage to areas maintained by the Association (2) do not obstruct the Common Areas; (3) do not constitute a safety hazard and/or (4) are not deemed to constitute a nuisance.
25. Canopies or tents may be temporarily assembled on decks 24 hours prior to the event for which it is being erected and removed but must be removed within 24 hours after the event is over.
26. No soliciting is permitted within the Community.

**C. Pets:**

1. Generally recognized house pets may be kept or maintained within a Unit provided such pets are not kept or maintained for commercial purposes.
2. All pets must be kept under the control of their Owner at all times and shall not become a nuisance to other residents.
3. All household pets must be leashed and shall not be permitted to run at large in accordance with West Norriton Township ordinances.
4. Pet owners shall be responsible for any disturbance, damage or injury caused by their pet to any person, other pets, or property.
5. Pet owners shall be responsible for the immediate removal of their pet's solid wastes from the Common Areas, Private Yards, Lots streets, and/or sidewalks.
6. Exterior animal shelter structures (including but not limited to dog houses) are prohibited.
7. Dog runs, in-ground anchors or overhead cables for the attachment of an animal chain or lead are prohibited.
8. Unattended pets left outdoors for any amount of time is prohibited.
9. In-ground pet waste containers, reservoirs or "holding tanks" are prohibited.

#### **D. Trash and Recycling:**

1. The storage, collection and disposal of trash and recyclable materials shall be in compliance with the rules and regulations established by this Section and the ordinances and regulations adopted by the Township of West Norriton.
2. Except as provided by this Section D, paragraph 3, the storage at any time of trash, trash receptacles (including trash bags), recyclable materials or recyclable containers on the exterior of any Unit (i.e., on, behind or under decks, patios, shrubs and/or porches) is prohibited.
3. Household waste or refuse, and recyclable containers, shall be placed in front of the Unit by the road for collection not earlier than **6:00PM** on the night prior to the scheduled collection day and removed not later than **12:00 midnight** on the day of the scheduled collection. (Holiday trash schedules are listed on the Community Web site)
4. Trash and/or recyclable containers placed at the curb for collection shall not exceed fifty (50) pounds and shall not be placed or located on the street.
5. "Pick up" or removal of bulk items by the sanitation contractor servicing the Community shall be arranged by the Member directly with the sanitation contractor. Any and all additional charges and/or fees for the collection or removal of the same shall be the sole responsibility of the Member.
6. The "dumping" or disposal of trash, recyclable materials or ground debris (tree limbs, grass clippings, dead shrubs, plants, etc.) in any area of the Community, including wooded areas, is prohibited. Only bagged garden and landscaping clippings, trimmings and weeds may be stored on the rear patio or deck for up to 48 hours prior to trash collection.
7. The burning within the Community of trash, leaves or any other material is prohibited.
8. All recyclable containers must be identified with a street address. In lieu of recycling containers, clear or blue transparent bags can be used for recycling materials disposal.
9. West Norriton Recycling containers should remain with the Unit when a Unit is sold.
10. Items for collection by charitable organizations may be placed in the front of the Unit on the day of the scheduled collection.
11. Individual Owners shall be responsible for the timely clean-up of any debris, blown refuse and/or litter.

#### **DI. Vehicles:**

1. All motor vehicles must be currently registered, inspected and maintained in proper operating condition, so as not to be a hazard or nuisance by noise, exhaust or appearance. Vehicles with expired registration or inspections are not permitted on the Property.
2. All motor vehicles shall be driven only upon the paved streets, driveways and Clubhouse parking pad. Parking or operation of any motor vehicle on the sidewalks, Private Yards and Common Areas is prohibited.
3. Mini-bikes, trail bikes, dune buggies, snowmobiles and any other vehicle not licensed for road operation shall not be operated or parked on any paved street, driveway, Clubhouse parking pad, Private Yard or Common Area.
4. The operation of unlicensed or unregistered or non-street-legal motorized vehicles other than children's battery powered ride-on toys is prohibited within the Community.
5. Except as otherwise temporarily permitted on the Property for purposes of servicing the Property itself or one of the Units, the following shall not be parked on any driveway, Private Yard, Clubhouse parking pad or Common Areas: tow trucks, bucket trucks, flatbed trucks, stake body trucks, box trucks, dump trucks, tank trucks, cement mixers, tractors,

trailers and/or other commercial type vans, trucks and trailers bearing advertising, commercial lettering and/or signs.

6. Parking of any of the following vehicles (regardless of weight or number of axels) is prohibited on any driveway, Private yard, Clubhouse parking pad or Common Areas: Trailers, mobile homes, campers, motorhomes, boats, and personal watercrafts.
7. Major vehicle repairs, including but not limited to engine, transmission and rear end repairs are prohibited in driveways, parking pads, Lots, Private Yards or Common Areas which includes the emergency access road.
8. "For Sale" signs are permitted on the interior of the window of vehicles as long as the vehicle is registered, inspected and operating.
9. The overnight parking of any vehicle on the Clubhouse parking pad area is prohibited.

**F. Leasing/Non-Owner-Occupied Units:**

1. The lease or rental of any Unit for transient or hotel purposes is prohibited.
2. No portion less than all of any Unit shall be leased or rented for any period.
3. The lease or rental of any Unit to any person or entity for an initial period of less than twelve (12) calendar months is prohibited.
4. The lease or rental of any Unit in any manner other than by written agreement which contains specific provisions requiring the lessee(s) to comply with and be bound by the Governing Documents and these Rules is prohibited.
5. Any lease hereunder must provide that tenant/lessee's failure to comply with the Governing Documents is a default under the Lease.
6. Each Owner/Member shall, within thirty (30) days of the lease or rental of any Unit provide to the Management Company a confirmed copy of the executed rental/lease agreement together with a signed copy of the Association's Lease Addendum.
7. The Owner of any Unit that is or becomes vacant shall within thirty (30) days after the vacancy occurs provide to the Management Company the address at which the Member then resides or at which the Member can be contacted.

**G. Temporary Storage Units:** Temporary Storage Units (including PODS) shall not be used or placed anywhere on the Property prior to the Unit Owner submitting a written request for and obtaining the prior written approval of the Association's Executive Board (the "Board"). For purposes hereof, "Temporary Storage Units" shall mean any transportable unit or container designed and used primarily for temporary storage of building materials, household goods, personal items and/or other materials for use on a limited basis at Unit Owner's Unit. Subject to the prior written approval of the Board, Temporary Storage Units shall be permitted on the Property, subject to and in accordance with all the following:

1. Any Temporary Storage Unit placed on the Property and/or otherwise used by a Unit Owner shall be confined to and fully contained within such Unit Owner's parking pad/driveway only, with no part of the Temporary Storage Unit extending or protruding onto the apron, street, sidewalk, yard, turf, or other Owner's driveway.
2. The opening end of the Temporary Storage Unit shall face the Unit and be locked and secured at all times.
3. The Temporary Storage Unit may only remain on the Unit Owner's driveway for a maximum period of thirty (30) days, unless an extended period is approved by the Board, at which time such Temporary Storage Unit must be permanently removed from the



Property.

4. No items or trash shall be left outside or around the Temporary Storage Unit.
5. Unit Owner shall be liable for any and all expenses and damages to the Temporary Storage Unit and/or to the apron, streets, sidewalks, driveways, yard, turf, or any other parts of the Property resulting from or attributable to any Temporary Storage Unit placed on the Property in connection with such Unit Owners use, the drop-off, or pick-up of the Temporary Storage Unit. Any and all costs and expenses incurred in connection with the Association's repair of damages shall be assessed against the Unit Owner and shall constitute a lien on the Unit Owner's Unit to be collected in the same manner as a delinquent assessment under the Association's governing documents.
6. The use of a Temporary Storage Unit on the Property shall be subject to any and all rules, regulations and ordinances of West Norriton Township, including, but not limited to, the obtaining of a permit as may be required.
7. Unit Owner's failure to notify/obtain the approval of the Board for the use of a Temporary Storage Unit in accordance with the above requirements shall constitute a violation of the Association's Rules and Regulations and shall be subject to the Association's fine and enforcement policy.

## H. Pool, Pool Area and Tennis Courts

### 1. Membership:

- a. Only Members and permanent residents shall be permitted a Pool Membership.
- b. For Pool Guest Pass information, refer to the yearly pool guidelines or contact the Management Company. Members are responsible for guest fees.
- c. The Pool Membership of any Member who is delinquent in excess of sixty (60) days in the payment of any charges, fees, fines, or assessments owing to the Association shall be suspended until such time as those charges, fees, fines, or assessments have been paid to the Association in full.

### 2. Personal Injury Property Damage and Liability:

- a. **ALL MEMBERS ARE ADVISED THAT THE ENTIRE POOL AND TENNIS COURT AREAS ARE SUBJECT TO ERRANT GOLF BALLS THAT MAY CAUSE SEVERE PERSONAL INJURY. MEMBERS SHALL BE RESPONSIBLE FOR ADVISING THEIR GUESTS/LESSEES OF THE RISK OF PERSONAL INJURY IN THE POOL AND TENNIS AREAS ARISING FROM GOLF BALLS.**

b. Any Member or permanent resident thereof, guests, and/or lessee(s), agrees and covenants by acceptance of their Pool area access devices, and by their use of the Pools, that neither the Association, Board nor Management Company shall be responsible for any personal injury or property damage arising from, or caused by errant golf balls.

c. Neither the Association, Board nor Management Company assumes any responsibility neither for lost or damaged property nor for any accident or personal injury to any person occurring in the Pool Area that arises from or is attributable to, the negligence of any person or entity.

d. Members shall be responsible for damage to the Association's property caused by them, their lessee(s) or guests. The costs of damage shall be charged to the Member's account and subject to collection in the same manner as other fines, fees, charges and/or assessments.

### 3. Access:

a. Members or their lessee(s) shall use their access devices upon entry to the Pool Area, and shall wear or otherwise display the same at all times while present in the Pool Area.

b. Guests shall only be allowed access to the Pool Area if accompanied by a Member. Members shall be responsible to the Association for the conduct of their lessee(s) and/or guests.

c. All persons under the age of fourteen (14) years shall not be permitted access to the Pool Area unless accompanied by a parent or legal guardian.

**d. Any person not adhering to any rule or regulation applicable to the Pool Area, shall be subjected to the applicable fines, be immediately ejected from and denied further access to the Pool Area for the remainder of the Pool Season.**

e. For the protection of all persons using the Pools, use of and access to the Pools by any person with any communicable diseases, conditions, or skin sores is prohibited.

#### 4. General Rules of Use and Conduct:

- a. Proper swim attire shall be worn by all persons at all times, including children and infants. Inappropriate swim attire includes, but is not limited to street clothes.
- b. All children still in diapers must wear rubber pants in addition to a diaper at all times when in the Pool Area.
- c. Glass containers of any sort or type are prohibited.
- d. Running, pushing, wrestling or ball playing is prohibited.
- e. Any and all diving is prohibited.
- f. Smoking is prohibited.
- g. Pets are prohibited.
- h. Spouting of water, expectorating, or cleaning of the nose or throat is prohibited.
- i. Balls, rafts of any kind or character and any other floating lounge or chair of any nature are prohibited.
- j. The wearing of street shoes is prohibited.
- k. Standing, sitting on another's shoulders, dunking or any other conduct that is inappropriate, or further outlined in annual pool rules, is prohibited.
- l. The use of profane or abusive language is prohibited.
- m. Alcoholic beverages, smoking of any type (including vaping) is strictly prohibited.
- n. The playing of radios or other musical devices is prohibited unless connected to or used with earphones.
- o. Bicycles, skateboards, roller skates or other similar wheeled devices are prohibited.

- r. Association pool chairs and furniture may not be reserved and shall be available for use only on a first-come, first-served basis.
- s. The cooking and/or serving of food (using a buffet, grill or other cooking devices) is NOT permitted in the pool area with the exception of organized community affairs approved by the Executive Board. Private parties or celebrations of any kind are not permitted in the pool area.

#### 5. Tennis/Pickleball Courts

- a. The tennis/pickleball courts are for tennis/pickleball only. Any other use (such as for street hockey, bicycle riding, skate boarding, roller blading/skating, etc.) is prohibited.
- b. Tennis shoes, or similar footwear, must be worn at all times.
- c. Glass containers are prohibited within the fenced boundaries of the courts.
- d. Playing shall be limited to one (1) hour when others are waiting.
- e. All trash shall be deposited in the proper receptacles.
- f. Proper tennis/pickleball etiquette shall be observed at all times.
- g. No pets are allowed within the fenced tennis/pickleball area at any time.

#### I. Architectural Changes:

1. "Architectural Changes" shall mean any and all additions, exterior alterations, modifications, or changes to an existing Unit or structure, or any excavation, changes in grade, or modifications of landscaping or vegetation on any Lot or Private Yard.
2. All Architectural Changes shall be consistent with the Architectural Standards attached hereto as Exhibit "A", compatible with the original design character of the Community, and/or as otherwise approved by the Board.
3. For any Architectural Change for which prior approval is not required, the Board reserves the right to request corrective action if the change is inconsistent with these General Rules, Regulations and Architectural Standards or the Governing Documents or which, in its sole discretion, the Board deems inappropriate.
4. Any Architectural Change requiring approval must be made first to the Architectural Review Committee on the forms available from the Management Company or from the management company portal. These requests **must** have the approval of the Board **before** any work has begun.
5. A Member/Owner proposing an Architectural Change must submit, in addition to the Request for Architectural Change form, the following items in order to obtain consideration for approval of the proposed change:
  - a. **Details regarding the Changes.** Describe in detail the changes you would like to make. Be as specific as possible. State the placement of the change in relation to your unit, the type of material to be used, the reason the change is being requested and any

other appropriate information. Be sure to include a detailed description of the scope of the work, diagrams or sketches, material samples, manufacture's brochures, other relevant information.

Requests for windows must include sizes and a completed "**Westover Crossing Window Replacement Checklist.**"

When adding or making changes to a deck, a completed "**Request for Deck Construction**" form must be submitted.

- b. **Indemnity agreement.** The Member proposing the architectural change must execute an indemnity agreement that holds harmless the Association from any claims, mechanics' liens, disputes or liability that may arise as a result of the proposed architectural change. A copy of the indemnity agreement can be obtained from the Management Company or the website.
  - c. **Construction permits.** If a permit is required, it is up to the member to ensure one is obtained. All approvals are contingent upon Member obtaining the approval of the applicable authorities.
  - d. **Insurance.** All approvals shall be contingent upon Member providing evidence of appropriate insurance coverage to the Association.
6. **Notification of completed work** The Homeowner is required to and will contact the Management Company in writing when the approved work is completed. The Architectural Review Committee agent will review and inspect the project to ensure that it meets the approved specifications. If the work does not meet the approved specifications, the Board will require that the Homeowner change the project to meet approved specifications.
  7. All "Request for Architectural Change" forms must be received by the Management Company by the 14<sup>th</sup> day of the month to ensure review at that month's Architectural Review Committee and Board meetings. Requests received past this date will be reviewed at the following month's meeting. Requests that include samples and/or colored brochures **must be mailed** to the Management Company. Requests which require only the Request for Architectural Change forms and indemnity agreement may be e-mailed, faxed or mailed.
  8. Upon receipt of a Request for Architectural Change, the Architectural Review Committee will review the Request and submit it, together with the Committee's recommendation concerning approval or denial, to the Board for consideration. The Board has the ultimate authority to either approve or deny a Request for Architectural Change. The Member will receive written notice of the Board's decision on the Request for Architectural after the Board meets.
  9. Expiration of approval for any Request will be one year and one day unless otherwise specified by the Board. If the requested work is not completed by that time, the prior approval is deemed invalid and the request must be resubmitted.
  10. The Board of Directors reserves the right to change, alter and/or add to the Architectural Standards at its discretion. Any changes will be provided to the Owners. The Architectural Standards below are NOT exhaustive and do not constitute the exclusive basis for the Board of Director's decision and compliance with such Architectural Standards does not guarantee approval of an Application. Certain Architectural Changes do not require the submission of an Application provided they strictly adhere to the stated Standards.

**EXHIBIT "A"**  
**ARCHITECTURAL STANDARDS**