

ARTICLE 7.

ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review. No Improvement (including fencing) shall be commenced, erected, placed or altered on any Lot, except Lots owned by Declarant, until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of external design with the existing improvements and as to location with respect to topography and finished grade elevations. The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee. The Committee may charge a reasonable fee to cover the cost of processing the application. In all cases in which the Architectural Review Committee consent is required by this Declaration, the provisions of this Article shall apply.

7.2 Committee Decision. The Architectural Review Committee shall render its decision with respect to a construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within the specified time period, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

7.3 Committee Discretion. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines that the committee intends for Stoneybrook Village. Consideration such as siting, shape, size, color, design, materials, height, solar access, impairment of the view from other Lots within Stoneybrook Village or other effect on the enjoyment of other Lots or the Common Area, disturbance of existing terrain and vegetation, wildlife protection and any other factors which the committee reasonably believes to be relevant, may be taken into account by the committee in determining whether or not to consent to any proposed work. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any Federal Communications Commission rules and with any Design Guidelines duly adopted by the committee.

7.4 Variance. The Architectural Review Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted Design Guidelines. 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 this Declaration; or (c) stop the Architectural Review 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, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

7.5 Membership: Appointment and Removal. The Architectural Review Committee shall consist of as many persons, but not less than three, as the Board may from time to time appoint. The Board may remove any member of the Committee from office at its discretion and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the committee. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint or remove members of the architectural Review Committee. In such event, or in the event Declarant fails to appoint an Architectural Review Committee, The Board of Directors shall assume responsibility for appointment and removal of members of the Architectural Review Committee, or if it fails to do so, the Board of Directors shall serve as the Architectural Review Committee.

7.6 Majority Action. A majority of the members of the Architectural Review Committee shall have the power to act on behalf of the committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

7.7 Liability. Neither the Architectural Review Committee nor any member of the committee shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the committee, and the Association shall indemnify the committee and its members therefrom, provided only that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

7.8 Non-waiver. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.9 Appeal. Any Owner adversely affected by an action of the Architectural Review Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors of the Association within fifteen (15) working days after receipt of such notification.

7.10 Effective Period of Consent. Architectural Review Committee consent for proposed work shall be revoked one year after issuance of the approval unless the project has commenced and is being pursued or the Owner has requested and been granted an extension.

7.11 **Estoppel Certificate.** Within fifteen (15) business days after written request is delivered to the Board by any Owner and upon payment of a reasonable fee fixed by the Board to cover costs, the Community Manager and the Architectural Review Committee shall provide such Owner with an estoppel certificate certifying with respect to any Lot owned by the Owner, that as of the date of the certificate, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply, in which event the certificate shall also identify the non-complying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth in the certificate, such matters being conclusive as between the Architectural Review Committee, the Association and all Owners, and such purchaser or mortgagee.