

Exhibit "B"

Description of Expansion Property

Any and all property located within a 5-mile radius of the property as described in Exhibit "A" that is owned by the Declarant.

Exhibit "C"

Articles of Incorporation

Exhibit "D"

**BYLAWS
OF
[ASSOCIATION NAME]**

**BYLAWS
OF THE
[ASSOCIATION NAME]**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is [ASSOCIATION NAME], hereinafter referred to as the “Association.” The principal office of the Association shall be located at such places as designated by the Board of Directors from time to time.

**ARTICLE II
DEFINITIONS**

Section 1. “Association” shall mean and refer to [ASSOCIATION NAME], its successors and assigns.

Section 2. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. “Declarant” shall mean and refer to [Declarant name], a [North/South] Carolina limited liability company, its successors and assigns, if such successors or assigns should acquire all of the Declarant’s interest in the Properties.

Section 5. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for the [Subdivision name] applicable to the Properties recorded in the Office of the Register of Deeds of [County] County, [North/South] Carolina.

Section 6. “Director” shall mean and refer to a member of the Board of Directors.

Section 7. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, and shall include all improvements thereon.

Section 8. “Majority” shall mean those votes, Owners, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Section 9. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III MEETING OF MEMBERS

Section 1. Place of Meetings. Meetings of the Association shall be held in such place as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within 60 days after the date on which Owners other than the Declarant become entitled to elect members of the Board of Directors pursuant to Article XIV of the Declaration. Subsequent regular annual meetings shall be on a date and at a time set by the Board of Directors.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by any two (2) Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A or Class B membership; provided, however, that any meeting called by the Members shall first be brought to the Board of Directors, after which the secretary shall notify each Member in accordance with the notice provisions of these Bylaws.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, postmarked not less than ten (10) calendar days nor more than sixty (60) calendar days in advance of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present, the Members entitled to vote thereat shall have power to adjourn the meeting, without notice other than an announcement at the meeting, and additional meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership, or trust, through any officer, director, partner, or trustee duly authorized to act on behalf of the Member) or by proxy. All proxies shall be in writing and filed with the secretary prior to the date and time scheduled for any meeting for which a proxy is to be used. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving the proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or 11 months from the date of the proxy, unless a shorter period is specifically provided in the proxy.

Section 7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or the Member's proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 8. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by a Majority of Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Section 9. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by an initial Board of three (3) Directors who need not be Members of the Association (the "Initial Directors"). The Board shall at all times be comprised of no less than three (3) and no more than seven (7) individuals. The names and addresses of the persons who are to act in the capacity of Initial Directors until the selection of their successors are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS OF INITIAL OFFICER</u>
_____	President	_____
_____	Vice-President	_____
_____	Secretary/Treasurer	_____

At the first meeting to elect the new Board of Directors, the Members shall elect Directors in a combination of one- and two-year terms, such that the total number of Directors is an odd number, and at each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of Directors whose terms are expiring. All Directors elected to serve on the Board of Directors, with the exception of the Initial Directors and Directors entitled to be appointed by Declarant, shall be Members of the Association.

Section 2. Term of Office. At the first meeting to elect the new Board of Directors, the Members shall elect one (1) Director for a term of two (2) years, and the remaining Directors shall be elected for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of Directors whose terms are expiring.

Section 3. Removal. Any Director elected by the Class "A" Members may be removed, with or without cause, by Members holding a majority of the votes entitled to be cast for his or her election, at a meeting called for the purpose of removing that Director. Upon removal of a Director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Class "A" Members who has three or more consecutive unexcused absences for meetings of the Board of Directors may be removed by a majority vote of the Board of Directors present at a regular or special Board of Directors' meeting at which a quorum is present, and the Board of Directors may appoint a successor Director to fill the vacancy for the remainder of the term.

In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Any Initial Director, or Director appointed by the Class "B" Member, may be removed by the Class "B" Member with, or without cause, by majority vote of the Class "B" Member. For as long as the Class "B" Member holds the power to appoint Directors pursuant to the Declaration, the Class "B" Member may appoint a successor Director to fill the vacancy created by the removal of the Class "B" Director for the remainder of the term.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the Directors shall determine. Regular meeting may be held virtually at the sole discretion of the Board of Directors, and any votes cast at such meeting may be performed electronically via email.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors. Special meeting may be held virtually at the sole discretion of the Board of Directors, and any votes cast at such meeting may be performed electronically via email.

Section 3. Notice; Waiver of Notice. Notice of the time and place of a regular meeting shall be communicated to Directors not less than four (4) calendar days' prior to the meeting. Notice of the time, place, and purpose of a special meeting shall be communicated to Directors not less than 48 hours prior to

the meeting. No notice needs to be given to any Director who has signed a waiver of notice or a written consent to the holding of the meeting. The notice shall be given to each Director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (iv) telecopy or electronic transmission with confirmation of receipt. All such notices shall be given based on the Director's contact information on record with the Association.

Notice of a meeting shall be deemed given to any Director who attends the meeting without protesting before or at commencement about the lack of adequate notice.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. Participation in a meeting telephonically or via videoconference shall constitute presence in-person at such meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting, and additional meetings may be called subject to the same notice requirement.

Section 5. Action Without a Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting if written consent specifically authorizing the proposed action is signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt via resolution and publish rules and regulations governing the use of the Common Areas and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; provided, however, a Member's right to the use of Common Areas may be suspended for ongoing violations of the published rules and regulations for as long as the violation remains uncured.
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, a management company, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

- (f) any and all other powers contemplated by or specified in the Declaration necessary for the administration of the Association's affairs.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) prepare and adopt, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levy and collect such assessments from the Owners;
- (c) provide for the operation, care, upkeep, and maintenance of portions of the Property for which the Association is obligated;
- (d) designate, hire, supervise, and dismiss all officers, agents, and employees necessary to carry out the rights and responsibilities of the Association, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) deposit all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- (f) make and/or amend use restrictions and rules in accordance with the Declaration;
- (g) open a bank account on behalf of the Association and designate the signatories required;
- (h) enforce by legal means the provisions of the Governing Documents;
- (i) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (j) keep books with detailed accounts of the receipts and expenditures of the Association;
- (k) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (l) any and all other duties contemplated by or specified in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors; a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office until a successor is chosen, unless he shall sooner resign, shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time, giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. A person may hold more than one office, except the offices of president and secretary.

Section 8. Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and absent some resolution from the Board of Directors specifying otherwise, shall co-sign all checks and promissory notes.

Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Directors.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; absent some resolution from the Board of Directors specifying otherwise, he shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other

committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: **[ASSOCIATION NAME]**.

ARTICLE XII AMENDMENTS

Section 1. By Class "B" Member. Until the expiration of the Declarant Control Period, the Declarant may amend these Bylaws at any time, in its sole discretion.

Section 2. By Board of Directors or Members. These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, in such exists.

ARTICLE XIV MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed.

Section 3. Except as may be modified by the Board, Roberts Rules of Order (current edition) shall govern the conduct of Association proceedings and meetings.

CERTIFICATION

I, the undersigned, do hereby certify;

That I am the duly elected and acting Secretary of the **[Association name]**, a North Carolina nonprofit corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ___ day of _____, 2023.

Secretary (SEAL)

Exhibit "E"

ARCHITECTURAL DESIGN GUIDELINES

[ASSOCIATION NAME]

ARCHITECTURAL STANDARDS, CRITERIA, AND DESIGN REQUIREMENTS

I. ARCHITECTURAL CONTROL COMMITTEE (“ACC”)

A. PURPOSE

The Declaration of Covenants, Conditions, and Restrictions for **[COMMUNITY NAME]** recorded in the **[COUNTY NAME]** Public Registry (as amended and/or supplemented from time to time, the “Declaration”) provides for the establishment of the **[ASSOCIATION NAME]** (the “Association”) and attempts to ensure that the quality of the planned community known as **[COMMUNITY NAME]** (the “Community”) will be maintained.

Pursuant to the Declaration, the Architectural Control Committee shall seek to ensure that all Subsequent Lot Improvements (as hereinafter defined) in the Community comply with Article IX (Architectural Control) of the Declaration and these Architectural Standards, Criteria, and Design Requirements (“Architectural Design Guidelines”). The Board of Directors (hereinafter referred to as the “Board”) is responsible for administering the covenants of the Declaration and providing administrative support to the ACC. All capitalized terms used but not defined in these Architectural Design Guidelines shall have the meanings given such terms in the Declaration.

B. AUTHORITY

The ACC is authorized to act under Article IX (Committees) of the Bylaws of the Association.

C. MEMBERS

Members of the ACC shall be selected by the body having the authority to appoint such members under the Declaration.

D. MEETINGS

The ACC shall meet as necessary to review Applications (as hereinafter defined) and provide to the Board recommendations pertaining to these Architectural Design Guidelines, but in no event shall meet less than once annually.

E. RESPONSIBILITIES

The Board shall adopt and enforce standards:

1. Governing the form and content of an Application;
2. Establishing the procedure for the review of an Application;
3. Establishing guidelines for: design features, architectural styles, exterior colors and materials, details of construction, location and size of all structures, landscaping, and all other matters requiring ACC approval;

4. Establishing policies, procedures, and guidelines governing use of the Common Area and Properties in accordance with the Declaration; and
5. Relating to any other responsibilities as determined by the Board from time to time.

F. LIMITATION OF LIABILITY

Any and all liability or responsibility arising out of or in connection with services performed by the ACC is expressly disclaimed in accordance with the terms of the Declaration.

G. ACC POLICIES

The ACC seeks to foster thoughtful design so that there is harmony among surrounding structures, topography, and the general plan of development of the Community. The ACC shall evaluate each Application on its own merits; however, ACC approval of Subsequent Lot Improvements on any Lot shall not be deemed to be a waiver of the ACC's right to object to the same or similar improvements on another Lot.

H. ACC APPROVAL REQUIRED FOR IMPROVEMENTS

The Declarant retains the absolute right to determine the style and appearance of the initial construction on any Lot, including without limitation, any storage sheds, accessory buildings, garages, fences, walls, mailboxes, lawn decorations, structures of any type, grading, landscaping, and any other improvements to be built or constructed on any Lot until the issuance of a Certificate of Occupancy for the Building constructed on any such Lot (hereinafter individually and collectively referred to as the "Initial Lot Improvements").

After occupancy of a Building as a residence pursuant to a Certificate of Occupancy, no Lot improvements (including, without limitation, replacement of any Initial Lot Improvements) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Initial Lot Improvements), nor shall a building permit for such Lot improvements or change be applied for or obtained, nor shall any landscaping (other than replacement of grass, plants or trees) or re-landscaping of any Lot be commenced or made (hereinafter individually and collectively referred to as the "Subsequent Lot Improvements") until an application in the form required under the Declaration and incorporated herein by reference (the "Application Form") and all plans and specifications showing the nature, kind, shape, heights, materials, color and locations of the same, as submitted with the application or requested by the ACC (the Application Form and all plans and specifications and other documentation or material submitted in connection with the Application Form being hereinafter referred to singularly as, an "Application", and in the plural as, "Applications") shall have been submitted to and approved in writing by the ACC.

The ACC may disapprove an Application, and/or may require specific changes to an Application in order to provide approval for any reason (including, without limitation, purely aesthetic reasons) as determined in the sole discretion of the ACC. In addition, the ACC shall have the right to request additional information if, in its sole opinion, the original submission is incomplete or insufficient, and an Application shall not be deemed "submitted" or "complete" until such time as the ACC determines in its sole discretion.

I. TIME LIMITS

All Subsequent Lot Improvements shall be completed within thirty (30) days from approval by the ACC, unless additional time is allowed by the ACC. However, the ACC may also establish a more specific time for completion as a condition of its approval of an Application.

The ACC shall have thirty (30) days after receipt of a *complete* Application to present its findings regarding such Application. If the ACC disapproves an Application within thirty (30) days after receipt of a *complete* Application, the Owner may appeal said decision to the Board. In the event the ACC fails to approve or disapprove an Application within thirty (30) days after receipt of a *complete* Application, including all information requested for their consideration and review, the ACC shall be deemed to have accepted the Application.

The ACC shall have the right to charge a reasonable fee for receiving and processing each Application.

J. INSPECTIONS

The ACC may make inspections while construction is in progress to determine compliance with the approved Application, these Architectural Design Guidelines, the Regulations (as hereinafter defined) and the provisions of the Declaration. The submission of an Application shall be deemed to authorize the ACC or any agent of the ACC to perform such inspections.

K. JOB SITE CONDITIONS

1. All job sites shall be kept in a neat and orderly condition and in accordance with all rules, regulations, guidelines, policies, procedures or requirements as may be adopted, imposed, amended, modified, or established by the Declarant and/or the Board from time to time, and the local ordinances, with the more restrictive rules and regulations prevailing (collectively, the "Regulations").
2. Construction hours are subject to, and all construction operations must be performed in accordance with, the Regulations.

L. ACC APPROVAL

Upon written approval by the ACC, a copy of an Application bearing such written approval shall be returned to the applicant. Approval of any Application shall be final and the approval may not be thereafter reviewed or rescinded, subject to compliance with all terms and conditions of approval, these Architectural Design Guidelines, the Declaration, and the Regulations.

M. VIOLATIONS

Upon any non-compliance or violation of any of the terms and conditions of any approved Application, these Architectural Design Guidelines, the Declaration, and/or the Regulations, the Board shall have the right to enforce its policies as set forth in these Architectural Design Guidelines and Article IX (Architectural Control) of the Declaration by means specified in the Declaration, including an action in a court of law, to ensure compliance.

N. APPLICATIONS

Applications must be submitted to the ACC.

1. **Site Plan.** Each Application must include one (1) copy of the property survey, or site plan, showing the location of existing structures, easements, and the boundaries of the property. Proposed changes or additions should be indicated, including dimensions and distances from the house and adjacent properties.

2. **Materials and Color.** Samples of the materials and colors to be used and an indication of existing colors and materials should be provided. In most cases, a statement that the proposed wall, for example, is to be painted to match the color of the existing house or its trim is sufficient. Where materials or colors are compatible but different from those of the existing structures, samples or color chips should be submitted for clarity.

3. **Drawings and Photographs.** A graphic depiction of the request should be provided. This may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal.

4. **Other Approvals.** After receiving approval from the ACC, a permit may be required from the County of [COUNTY NAME] or other governmental authorities. The applicant must determine whether this requirement applies to the requested modification. If any such permit is required, the applicant must procure the same before commencing any work.

O. **AMENDMENT.** These Architectural Design Guidelines may be amended from time to time in accordance with the terms and procedures set forth in Article XVI, Section Two of the Declaration.

II. ARCHITECTURAL STANDARDS, CRITERIA, AND DESIGN REQUIREMENTS

The following are Board approved standards, criteria, and design requirements. No restrictions included in the Declaration and/or applicable zoning laws and not listed here have been waived by the Board and/or the Association.

A. KEY ARCHITECTURAL GUIDELINES

The ACC evaluates all submissions based on the individual merits of the Application, which includes consideration of the characteristics of the individual site and Lot size. What may be an acceptable design for one Lot may not be acceptable for another Lot. The following guidelines are general in nature, and unless otherwise stated elsewhere herein, apply to all of the Lots in the Community.

1. **Conformance with Covenants.** All Applications are reviewed to ensure that the request conforms with all requirements of the Declaration and the requirements contained herein.

2. **Validity of Concept.** The basic idea of the proposed alteration requested must be sound and appropriate to its surroundings and neighbors.

3. **Design Compatibility.** The proposed alteration must be compatible with the architectural

characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color characteristics, and construction details.

4. Location and Impact on Neighbors. The proposed alteration should relate favorably to the landscape, the existing structure, and the neighborhood. Primary concerns are access, view, sunlight, and drainage. For example, fences or landscaping may obstruct drainage, or access to neighboring properties and decks or larger additions may infringe on a neighbor's privacy.

5. Scale. The size of the proposed alteration should relate well to the adjacent structures and its surroundings.

6. Color. Color may be used to soften or intensify visual impact. Parts of an addition that are similar to the existing house, such as roofs and trim, should match. Like colors of adjacent homes should not be used. No permission or approval is required to repaint if applicant is keeping the original approved color scheme.

7. Materials. Continuity is established by use of the same or compatible materials as were used in the original house. For example, an addition with vinyl siding may not be compatible with a stucco house.

8. Workmanship. Good workmanship is essential. The quality of work should be equal to or better than that of the existing improvements.

B. SPECIFIC ARCHITECTURAL CRITERIA AND REQUIREMENTS

The following criteria and requirements are more specific than the foregoing general guidelines and represent areas over which the Board prefers to maintain more control.

1. Foundations. Slabs on grade are permitted but must comply with all ordinances, regulations, or other requirements of [COUNTY NAME].

2. Square Footage. As may be required by local ordinance and/or applicable zoning laws.

3. Windows and Doors

a. Unless installed by Declarant, or Builder, at the time of original home construction, bright-finished or bright-plated (other than white) metal exterior doors, windows, window screens, louvers, exterior trim or structural members shall not be permitted without the prior consent of the ACC.

b. The use of reflective tinting or mirror finishes on windows is prohibited.

c. Security bars on windows or doors are prohibited.

4. Exterior Walls

a. Samples of all sidings must be submitted to the ACC for approval.

The use of the following materials may be approved to the extent allowed by local ordinance and/or applicable zoning laws:

1. Stucco
2. Stone (natural or synthetic)
3. Brick
4. Wood and Cementitious Siding
5. Dryvit
6. Vinyl Siding – only if main structure currently has vinyl

The following is a (non-exclusive) list of inappropriate materials:

1. Rough-Sawn Wood Siding
2. T-111 Siding
3. Aluminum Siding

The ACC reserves the right to evaluate and approve or disapprove new materials as they are introduced to the market.

- b. In general, exterior colors should be muted. Most paint manufacturers have “traditional” color charts from which selections should be made. All exterior colors and materials must be approved by the ACC, unless conforming with original colors and color scheme of the house. Exterior colors that, in the opinion of the ACC would be inharmonious, discordant and/or incongruous to the Community shall not be permitted.
4. **Roofs**
 - a. Roof colors shall be an integral part of the exterior scheme of a Building.
 - b. No change in color or existing roofing material shall be permitted without the approval of the ACC. Roofing material must be either asphalt or fiberglass shingles, with a minimum 25-year warranty.
 5. **Chimneys.** Chimneys may be constructed with siding to match the house or otherwise shall be constructed with brick or stone.
 6. **Solar Panels.** Solar panels shall be reviewed on an individual basis, and if approved by the ACC, must be installed in a position and manner as to not be not visible from areas of common or public access.

[FOR NC ADD THIS LANGUAGE]

Notwithstanding anything herein to the contrary, an Owner whose application for solar panels is approved by the ACC shall: (i) be responsible for all damages caused by the installation, existence, or removal of solar collectors; and (ii) hold harmless and indemnify the Association for any damages caused by the installation, existence, or removal of solar collectors. The Association shall not be responsible for maintenance, repair, replacement, or removal of solar collectors unless expressly agreed in a written agreement that is recorded in the Registry.

7. **Attic Vents, Skylights, Gutters, and Downspouts**

- a. Attic vents or other improvements on the roof should be as small in size as functionally possible and should be painted to match the roof color. They should be located generally on the area of the roof least visible from the street, and not extend above the ridgeline, unless as may be required by building code. The ACC must approve all roof protrusions.
- b. Gutters and downspouts shall either match or contrast the house and shall be as inconspicuous as possible. Run-off must not adversely affect the drainage on adjacent properties. All gutters and downspouts must be approved by the ACC.

8. Patios, Patio Enclosures, and Decks

- a. Patio enclosures are an extension of a house and may have a significant impact on its appearance. All enclosures should be designed to conform to the architecture of the house. Color and materials should be compatible with the house to which it is attached and with surrounding houses. All patio enclosures must be approved by the ACC. Screened enclosures shall not be permitted on the front of units.
- b. The roof of the patio enclosure should conform to the roof of the house as closely as possible. All screen enclosures must have a roof compatible with the main structure.
- c. All patios, patio slabs, and courtyards, excluding those installed by Declarant or Builder at time of original house construction, must be approved by the ACC prior to installation.
- d. All decks shall be approved by the ACC, and shall be constructed on the rear of the house. Material shall be pressure-treated lumber of grade 2 or better or approved composite decking in natural colors.

9. Garages, Driveways, Walkways, and Exterior Lighting

- a. Any changes to an existing garage door must be approved by the ACC.
- b. No curbside parking areas are to be created by altering existing curb or street paving. Parking is not permitted on lawns.
- c. All proposed exterior lighting should be detailed on a request for architectural modification. No exterior lighting including, without limitation, motion sensitive lighting shall be permitted that, in the opinion of the ACC, would create a nuisance to the adjoining property owners.
- d. Driveways and walkways for Lots shall be constructed of a hard-impervious material such as concrete, brick, pavers, or stamped concrete and must be approved by the ACC. No asphalt drives or walkways will be permitted on Lots.
- e. Driveway aprons for Lots must be concrete and may not be widened without the approval

of the ACC and local governing authorities.

- f. Any proposed walkway must be approved by the ACC and local governing authorities prior to installation. This includes concrete walkways, steppingstones, or paver bricks. Walkways should be consistent with the grading of the property so as to prevent improper drainage. Walkway locations should generally be limited to the side and rear of the house. The front yard walkway is limited to natural color concrete, as installed by the Declarant, or Builder. More flexibility of materials may be allowed for walkways on the sides and rear of the house (e.g. flagstone, slate, stone, or brick).
- g. Any addition to driveways, sidewalks, patios, etc. may be subject to impervious surface requirements, which are governed by local authorities. The approval of such local authorities is a pre-requisite to ACC approval.

10. Awnings and Shutters

- a. Any proposed awning must be approved by the ACC. Awnings will only be approved for the rear of the house to cover a deck or patio. Awnings should be canvas, nylon, or other fabric in the same color as either the sides or the trim of the house. Metal, fold-down awnings and canopies are prohibited.
- b. Permanent and fixed shutters are permitted. The design, location, and color of the shutters must be approved by the ACC.

11. Permanent Barbecues, Outdoor Cooking Areas, Firepits, and Outdoor Fireplaces

- a. Permanent barbecues, outdoor cooking areas, firepits, and outdoor fireplaces may be permitted but should not be a dominant feature on the landscape and should be located so they will blend as much as possible with the surrounding area. Supplemental planting should be provided to soften the visual impact of the improvement, particularly when little or no natural background or screening is available.
- b. No permanent barbecues, outdoor cooking areas, firepits, or outdoor fireplaces may be installed without prior ACC approval, unless included in the original construction of the house by Declarant.

12. Landscaping

- a. Any proposed landscaping, including, without limitation, the following items that are commonly requested, must first be submitted to the ACC with a survey or plot plan prior to installation. Proposed landscaping must be shown on a Lot survey, which must include the house, all impervious surfaces, and existing landscaping. The following list is not all inclusive, and should there be a concern, a request should be submitted to the ACC prior to installation:
 - I. Tree Removal
 - II. Gardens (flower, water, vegetable)
 - III. Bushes and Shrubbery
 - IV. Gazebos/Pergolas
 - V. Planters
 - VI. Retaining Walls

VII. Landscape beds (natural areas)

In general, when planning landscaping for any element (including those listed above), one should limit the change in grading of the property to insure proper drainage away from the foundation as well as away from the neighboring properties. Additionally, planting of shrubs and trees should be made in such a manner that they will not impede the vision of motorists on the street nor adversely affect neighboring property owners (e.g. planting a tree too close to the property line). Also, consideration should be given to the size and height of plant materials at full maturity and its effect on neighboring properties. No plantings of any size shall be permitted within the street sight triangles at road intersections.

- b. Tree Removal: The Association would like all Owners to preserve and protect the trees on the properties in the Community. However, there will be circumstances when tree removal is necessary. It is recommended that living trees with a diameter greater than six inches when measured at five (5) feet above the ground, not be removed unless they adversely affect the Owner's or neighboring owner's home/property. Trees which are dead and/or present an imminent hazard to life or property may be taken down by the Owner without ACC approval, as the case may arise.
- c. Gardens (vegetable or water): These types of gardens should be located in the rear of the yard and out of view from the street and from neighboring properties to the extent possible. Vegetable gardens should be kept clean and clear of high-growing weeds and should be cut back during the off-season. Water gardens should be planned in such a manner as to limit the potential for accidents (e.g. drowning by small children or pets). Requests for water gardens will require that the rear yard also be fenced in.
- d. Gardens (flower): Flower gardens are highly encouraged and do not require prior ACC approval. However, if the plantings exceed 30" in height at maturity, then the types of material and placement of such must have ACC approval prior to installation.
- e. Bushes & Shrubbery: Accenting the home with bushes and shrubs can add to the street appeal of a home through color, massing and texture contrast. As with any landscaping plan, take into consideration the mature height and width of the plantings and their final placement in the yard. Provided that the mature height of the bushes or shrubs does not exceed 48" at maturity and they do not constitute a hedgerow along a property line or are not planted in the street right-of-way, prior ACC approval is not required (hedgerows must have prior ACC approval).
- f. Landscape beds: Natural areas (landscape beds) should be made in proportion to the home and property. All front yards, though, should have a minimum of 50% grassed area (some exceptions to this rule will apply on certain shaped lots and the ACC will take those circumstances into consideration). All grassed areas must be in a neat and attractive manner. All sidewalks and driveways must be edged to maintain a neat and clean appearance. All sidewalk and driveway crevices must be maintained to prevent/eliminate weed and grass growth. All landscape beds must be that of hardwood/pine black or brown mulch, or pine needles. Stone, gravel, rocks, sand, or other bedding materials may be permitted only with ACC approval.
- g. All landscaping installed with approval by the ACC must be maintained to the

standards set forth by the Board.

- h. No landscaping may be planted within any storm water management feature/facility, sight easements, or utility easements.
- i. Each Owner is responsible for verifying the location of all underground utilities prior to installation.
- j. All plantings should be well within property lines so that, with growth, plants do not infringe on a neighbor's property, sidewalks, or Common Areas.

13. Fences

- a. No fence may exist without prior ACC approval, unless installed at the time of construction by the Declarant. All Applications for fence approvals must include: i) the materials to be used; ii) the proposed height of the fence; iii) a survey of the subject property that clearly identifies the area where the fence is to be erected; and iv) a description of the fences on any adjoining Lots, if any.
- b. No fence may be constructed within any storm water management feature/facility or sight easements.
- c. The height of the fence shall not exceed six (6) feet at the highest point and shall have a six (6) feet wide gate opening to ensure accessibility of lawn maintenance crews' equipment.
- d. Each Owner is responsible for obtaining permission of installing a fence located in any utility easements with the appropriate utility companies and/or governing agencies.
- e. If a homeowner places a fence on or within 3' of their property line, a neighboring homeowner at a later date may be allowed to connect to the fencing. If a homeowner does not intend to allow a neighboring homeowner to connect to the fencing at a later date, the initial fence installation shall be placed at least 4' off the property line to allow for space between the fence and the property line for maintenance. Maintenance of the unfenced area is the sole responsibility of the homeowner that installed the fence off their property boundary.
- f. Freestanding dog runs and/or dog pens and chained dogs are prohibited.

14. Basketball Goals

- a. All basketball goals, portable and permanent pole-mounted, must be approved by the ACC. All basketball goals must be located no less than 15' from the edge of the road and placed along side of the homeowner's driveway. No basketball goals may be mounted to the residential structure.
- b. Lights for night basketball play are prohibited.
- c. Portable basketball goals are to be sufficiently secured when in use to prevent injury or property damage. No sandbags, concrete blocks, or other similar weighted materials shall

be used to secure the portable goals in place; only sand or water placed directly inside the base support shall be permitted. Portable goals should be positioned only in those locations that avoid impact to adjoining properties, streets, and personal safety.

- d. Permanent pole-mounted goals are to be placed to maximize child safety and to minimize impact to lawns and neighboring properties. Final placement will be determined by the ACC using the above guidelines.
- e. Worn nets shall be replaced or removed in order to maintain a neat appearance.
- f. Under no circumstances shall a homeowner place a basketball goal in the street, in a cul-de-sac, or on common property.
- g. As basketballs can roll onto neighboring properties, please be considerate as to the placement of the goal and consider a means to keep a basketball on your property. Depending on placement of basketball goals, landscape screening maybe required prior to ACC approval.

15. Swimming Pools

- a. Above-ground pools are prohibited.
- b. In-ground pools may be permitted, but are subject to the approval of the ACC.
- c. Portable kiddie pools, not to exceed a diameter of 6 feet and a height of 18 inches, are permitted but must be emptied and removed from the yard daily.
- d. Hot tubs must be screened from neighboring properties and must be submitted to the ACC for approval. Landscaping is the only acceptable screening for hot tubs.

16. Trash and Recycling Containers

- a. All trash and recycling containers shall be placed in the garage or an enclosed or landscaped area approved by the ACC so as not to be seen from the street except on days of garbage pick-up. Open storage refuse containers are prohibited.
- b. On the days of scheduled trash and recycling pick-up, refuse containers shall be placed near the roadway in trash and recycling receptacles. Trash cans cannot be put out sooner than the night before collection and they must be stored away by the night of collection.

17. Antennas, Flagpoles, and Mailboxes

- a. Exterior television and radio masts, towers, poles, antennas, aerials, and satellite dishes may not be erected without ACC approval. Placement and landscape buffering requirements must be determined by the ACC. If at any time the ACC guidelines regarding the foregoing are more stringent than allowed by the Federal Communication Guidelines, then the more relaxed guidelines of the Federal Communication Commission shall prevail.
- b. A flagpole for display of the United States and North Carolina flags only shall be

permitted per the [North Carolina Planned Community Act/South Carolina Homeowners Association Act]. The prohibition of model homes and sales flags does not apply to the Declarant, the Builder, or its assigns. Permanent, freestanding flagpoles are prohibited. House mounted angled flag poles require ACC approval. Flags must be attached to the house with a supporting bracket that is painted to match the house color and the pole can be removed from the mounting bracket. The pole must be removed whenever the flag is not being displayed. House flag size should be 3 (three) feet by 5 (five) feet.

- c. Satellite dishes may be no larger than 39 inches in diameter. If mounted on a roof, the dish must be painted to match the roof color. No wires may be exposed.

18. Accessory Structures, Play Equipment, and Decorative Objects

- a. Storage sheds are to be of the same or similar color scheme as the house. The shed must be in proportion to the house and lot, and incorporate the same or similar exterior materials and finishes. The ACC may require that the shed be accompanied with some landscape screening in order to buffer its impact to adjacent properties or from the street or common areas, depending on its location on the Lot. Each request for a shed shall be reviewed by the ACC on a case-by-case basis.

Sheds are to be located in the rear yard. No sheds will be permitted in the front or side yard areas. When possible, the shed may become an addition to the rear of the house. It is up to the Owner to check for easement or setback restrictions that may affect placement of the shed prior to Application submission.

Sheds are to be constructed of the same materials as the house and be permanently affixed to the ground via a concrete slab floor or footings (or as prescribed in the building code for such structures). Prefabricated, store-bought sheds will be reviewed by ACC on a case-by-case basis. Please submit a color picture or brochure and any other details describing the shed at time of Application submission.

REMINDER: Please submit an Application request and RECEIVE ACC APPROVAL BEFORE purchasing a prefabricated shed. The ACC will NOT be swayed by the fact that a shed was purchased and is awaiting ACC approval. Approval of a shed is in the sole discretion of the ACC, and the monetary risk of purchasing one prior to ACC approval is upon the homeowner.

- b. No clotheslines or similar structures shall be permitted on any portion of a Lot.
- c. Above-ground fuel tanks are prohibited.
- d. All playground equipment or playhouses shall be subject to the approval of the ACC and shall be placed to the rear of the Lot with proper anchoring. Location on the Lot and screening requirements may be a condition of ACC approval. Any play set cannot exceed a maximum footprint of 300 sq. ft., with a maximum overall height of twelve (12) feet. All structures shall be constructed out of timber or similar natural material and finish. Components such as slides, climbing apparatuses, etc., may be plastic or rubber. Timber may be stained or left natural in color. All stains must have ACC approval. All plastic or rubber components shall be dark or neutral colors. Awnings, canopies, roofing or similar material colors must be approved. Bright or fluorescent colors are not permitted, nor are bright or fluorescent patterns, graphics, text, logos, etc., allowed upon any part of the play

equipment.

- e. No decorative objects such as sculptures, birdbaths, fountains, and the like shall be placed or installed on the street side of any Lot without the approval of the ACC.
- f. Firewood may be stored in the rear yard only. Firewood stack may be kept on each lot provided that firewood piles shall be limited to two (2) cords and stacked not higher than four (4) feet, so long as they are properly screened so as not to be visible from streets and screened from adjacent lots.
- g. Pergolas and Gazebos must be architectural in design—i.e., incorporate turned or finished posts, decorative, and be fully trimmed to complement the architecture of the house natural wood color or stained or painted and trimmed in its entirety to match the color of the house. Plastic pergolas or gazebos are prohibited. Fabric canopies are prohibited. Pergolas are to be located directly behind the house on the Lot, not less than 10' from the rear property boundary. Masonry or concrete foundations or footings are required. Height cannot exceed overall 12' maximum.

19. Major Exterior Alterations

- a. The design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses.
- b. The location of major alterations should not impair the views or amount of sunlight and natural ventilation on adjacent properties.
- c. Roof pitch or additions to the main structure should match the type used in the applicant's house.
- d. New windows and doors should match the type used in the applicant's house and should be located so that they relate well with the location of exterior openings in the existing house.
- e. If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage. Notwithstanding the foregoing, the ACC assumes no liability whatsoever for any erosion, even if due to improvements that were approved by it.
- f. Construction materials should be stored so that impairment of views from neighboring properties is minimized. Excess material and debris should be promptly removed after completion of construction.

Chester County Planning Commission Minutes

July 18, 2023

CCMA23-10 Gaston Springs LLC/Benji Layman request a portion (150.76 acres) of Tax Map #114-00-00-015-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD).

Chairman Raines motioned to approve, second by Commissioner Grant. Vote 5-2 to approve.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 7-18-23 Case # CCMA23-10 Invoice # 6781

The applicant hereby requests that the property described to be rezoned from ID-2 to PD

Please give your reason for this rezoning request:
To provide a maximum of 400 single family lots in a master planned community

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: Gaston Farm Road adjacent to I-77
 Tax Map Number: 114-00-00-015-000 Acres: 150.78

Any structures on the property: yes _____ no X. If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

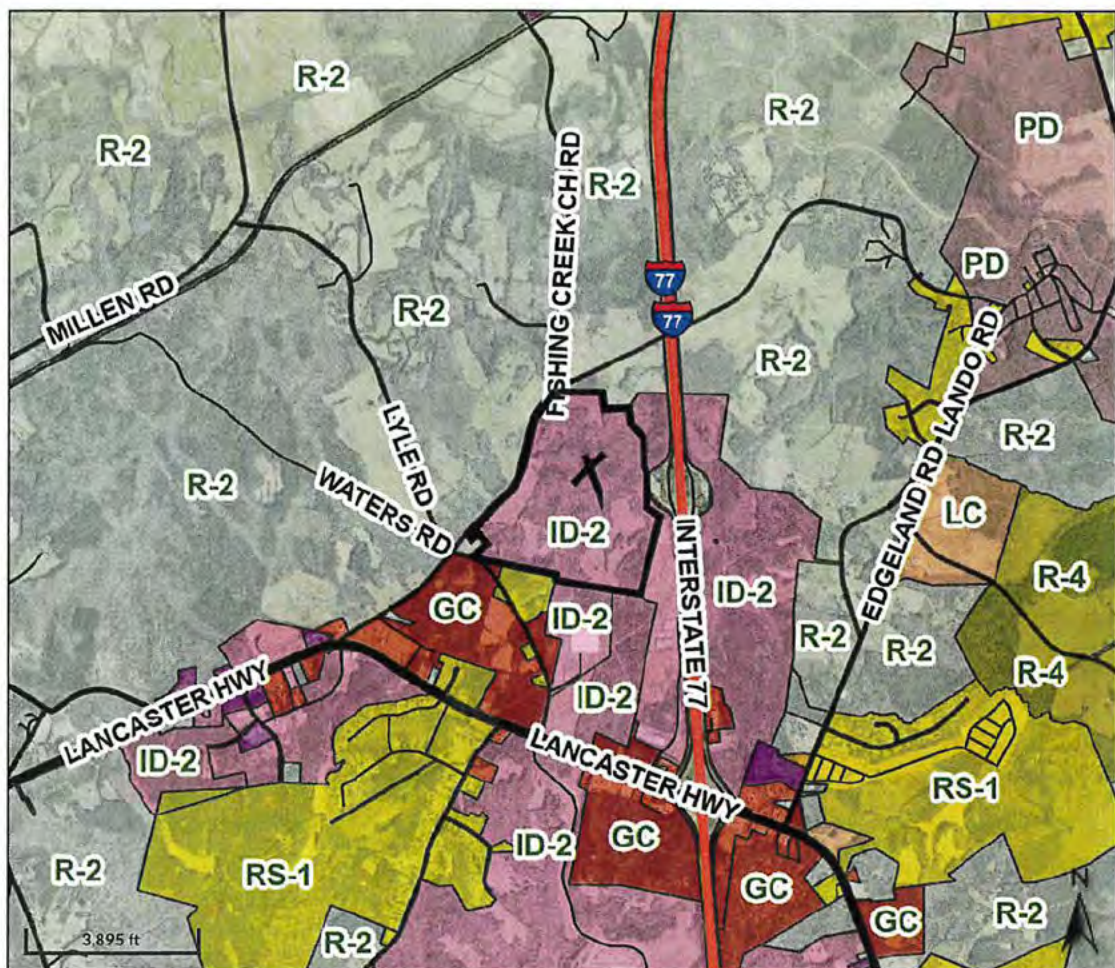
Applicant(s): Gaston Springs LLC - Represented by Benji Isacoff - The Isaacs Group
 Address: 1120 East Boulevard Suite 200 Charlotte, NC 28203
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

Owner(s) if other than applicant(s): Charles Stephen Miller & Thomas B. Miller
 Address: 1120 East Boulevard Suite 200 Charlotte N.C. 28203
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Charles Stephen Miller Date: 6/15/23
 Applicant signature: Benji Isacoff Date: 6/15/23

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Overview



Parcel ID 114-00-00-015-000
 Sec/Twp/Rng n/a
 Property Address

Alternate ID n/a
 Class LA
 Acreage 264.875

Owner Address MILLER THOMAS BROWN
 MILLER CHARLES STEPHEN
 1682 PLEASANT GROVE RD
 CHESTER SC 29706

District 03
 Brief Tax Description n/a
 (Note: Not to be used on legal documents)

Date created: 6/21/2023
 Last Data Uploaded: 6/21/2023 3:11:05 AM

Developed by Schneider
 GEOSPATIAL



Next Year (2024) Changes



Search Options

Map Number: Real History Year:

Name 1: Other Map Number:



Alerts

Has Additional Comments

Owner Information

Post Initials	<input type="text" value="CB"/>	Reason for Change	<input type="text"/>	Activity Date	<input type="text" value="05/09/2022"/>
Name 2	<input type="text" value="MILLER CHARLES STEPHEN"/>	Land Value	<input type="text" value="2,690,000"/>		
Address 1	<input type="text" value="1682 PLEASANT GROVE RD"/>	Building Value	<input type="text"/>		
Address 2	<input type="text" value="CHESTER SC"/>	Total Market Value	<input type="text" value="2,690,000"/>		
Zip Code	<input type="text" value="29706"/>	Total Tax Value	<input type="text" value="26,450"/>		

Codes

District	<input type="text" value="03"/>	Fire Code	<input type="text" value="LA"/>	<input type="text" value="LANDO"/>
Town	<input type="text"/>	Neighborhood	<input type="text" value="ID2"/>	<input type="text" value="LIMITED INDUSTRIAL"/>
Subdivision	<input type="text"/>	Use Class	<input type="text"/>	
Description	<input type="text"/>			
Legal	<input type="text"/>			

Location

Street Number: Street Name: Suffix: Direction:

Additional Information

Appraisal Appeal	<input type="text"/>	Owner Occupied	<input type="text"/>	TIF	<input type="checkbox"/>	Base	<input type="text"/>
Agricultural Use	<input type="text"/>	Reappraisal Notice	<input type="text"/>	MCIP	<input type="checkbox"/>	Industrial Park ID	<input type="text"/>
Rollback	<input type="text"/>			Exempt	<input type="checkbox"/>		

Scroll by: MAP#

Karen Lee

From: Mike Levister
Sent: Friday, September 1, 2023 12:32 PM
To: Karen Lee
Subject: FW: [EXTERNAL] Richburg Meadows (Hicklin Tract on Gaston Farm Road)
Attachments: Richburg Meadows 083123.pdf

Please see the new proposed plat for Richburg Meadows,

From: Benji Layman <[REDACTED]>
Sent: Thursday, August 31, 2023 2:48 PM
To: Mike Levister <mlevister@ChesterCountySC.gov>
Subject: [EXTERNAL] Richburg Meadows (Hicklin Tract on Gaston Farm Road)

Good afternoon. I've made a few modifications to the schematic portion of the plan and just wanted to make sure I sent everyone the latest information. The overall lot number, sizes, and density all remain the same. We had further soils and wetlands testing done which caused a few changes. We found large boulders along the southeastern quadrant of what we are rezoning and decided it would be best to stay out of that area (those points are labeled on the PDF). We were also advised to remove lots on the northern and western side of the existing pond and remove the crossing to the south. That will allow us to keep that area more natural. We've moved the driveway north slightly to line up with the existing pond to provide a nice view corridor of the pond and natural area as you enter the neighborhood.

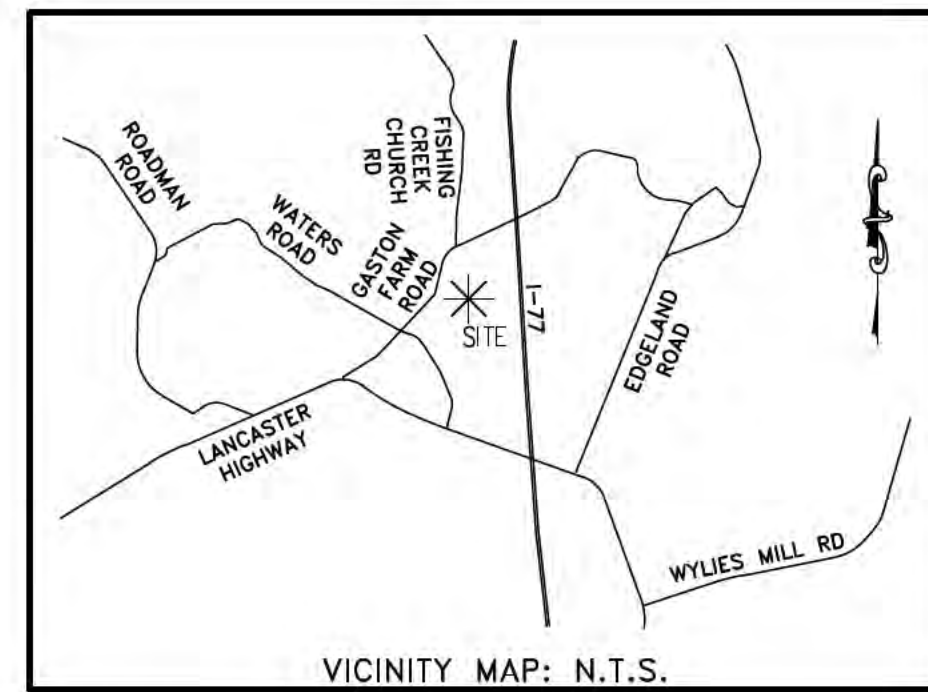
One other item that came up at the last meeting that I want to clarify is the number of parking spaces per lot. Our 50' lots have an option to have a one or two car garage depending on options chosen. Either way, there will be a driveway pad for two cars (25' from right of way to garage door as required). At minimum, we will have 3 spaces per lot, but many lots will have 4. I didn't want to mis-represent that because we had four on every lot on the previous submittal.

Thank you.

Benji Layman, P.E.
The Isaacs Group, PC
8720 Red Oak Blvd. Suite 420
Charlotte, NC 28217
Phone: [REDACTED]
Direct: [REDACTED]
Email: [REDACTED]

RICHBURG MEADOWS

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA

PROPOSED ZONING: PD
 COUNTY: CHESTER COUNTY
 TAX PARCEL: 114-00-00-015-000, 114-00-00-059-000
 MIN. LOT WIDTH SHOWN: 50 FT.
 FRONT SETBACK: 25 FT.
 REAR YARD: 25 FT.
 SIDE YARD: 10 FT.
 PERMETER SETBACK FROM ADJOINING PROPERTY: 10 FT.
 BUFFER WIDTH ALONG GASTON FARM ROAD: 30 FT. MINIMUM
 TOTAL SITE ACREAGE: 291.716
 AREA TO BE REZONED: 170.80 ACRES
 TOTAL NUMBER OF LOTS: MAX. OF 400 SINGLE FAMILY (50' MINIMUM)
 PROPOSED DENSITY: NOT TO EXCEED 2.40 LOTS/ACRE
 MIN. LOT AREA: 6,000 S.F.
 C.O.S. REQUIRED: 20% = 34.00 ACRES
 C.O.S. PROVIDED: MIN. OF 40 ACRES (23%)
 (INCLUDES CREEKS, PONDS, AMENITIES, AND OTHER OPEN AREAS)
 AMENITIES INCLUDE: CABANA, POOL, PLAYGROUND, AND WALKING TRAILS
 AMENITY CONSTRUCTION TO BEGIN AT THE START OF THE 200TH LOT
 PUBLIC WATER AND SEWER
 3 SPACES PER LOT PER PD REQUIREMENT
 35' OFFSET FROM CENTERLINE OF CREEKS ON EACH SIDE

LEGEND

NOT INCLUDED IN THIS REZONING

PROPOSED BMP

REZONING SUMMARY

TRACT 114-00-00-015-000
 TOTAL AREA = 269.65 ACRES
 REZONED = 150.76 ACRES
 REMAINING = 118.89 ACRES

TRACT 114-00-00-059-000
 SMALL TRACT = 22.06 ACRES
 REZONED = 20.04 ACRES
 REMAINING = 2.02 ACRES

ARCHITECTURAL STANDARDS:

- THE MAXIMUM HEIGHT IN FEET OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE 40 FEET AS MEASURED UNDER THE ORDINANCE.
- THE PRIMARY EXTERIOR BUILDING MATERIALS FOR THE SINGLE FAMILY ATTACHED DWELLING UNITS CONSTRUCTED ON THE SITE WILL BE A COMBINATION OF PORTIONS OF THE FOLLOWING: BRICK, VENEER OR SIMILAR MASONRY PRODUCTS, STONE, MANUFACTURED STONE, STUCCO AND CEMENTITIOUS SIDING.
- VINYL, EPS OR MASONITE MAY NOT BE USED AS AN EXTERIOR BUILDING MATERIAL ON ANY SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE. NOTWITHSTANDING THE FOREGOING, VINYL MAY BE UTILIZED ON WINDOWS, DOORS, GARAGE DOORS, SOFFITS, TRIM AND RAILINGS. ADDITIONALLY, ALUMINUM MAY BE USED ON TRIM AND GARAGE DOORS.
- THE SINGLE FAMILY ATTACHED DWELLING UNITS WILL HAVE SLAB FOUNDATIONS.
- THE ACTUAL SIZES OF THE SINGLE FAMILY ATTACHED DWELLING UNITS/LOTS MAY VARY FROM THE SIZES DEPICTED ON THE REZONING PLAN.
- EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A GARAGE.

DEVELOPMENT NOTES:

UTILITIES:

- ALL LOTS TO BE SERVED WITH WATER AND SEWER
- WATER AND SEWER CONSTRUCTION PLAN WILL BE COORDINATED, REVIEWED, AND APPROVED BY THEIR RESPECTIVE UTILITY DEPARTMENTS.

STORMWATER AND EROSION CONTROL:

- THE SITE WILL COMPLY WITH ALL LOCAL STORMWATER AND EROSION CONTROL REGULATIONS.
- WET PONDS WILL BE PLANTED IN ACCORDANCE WITH SCHEIC STANDARDS.

PARKING:

- EACH LOT WILL HAVE A GARAGE AND 20' UNOBSTRUCTED DRIVEWAY FOR PARKING.
- SURFACE PARKING WILL BE PROVIDED AT AMENITY AREAS/OPEN SPACE AROUND THE SITE.
- EACH LOT WILL HAVE A GARAGE SPACE AND AN UNOBSTRUCTED AREA IN THE DRIVEWAY THE WIDTH OF TWO CARS. THAT WILL BE A TOTAL OF 3 SPACES/LOT.

LANDSCAPING:

- SITE WILL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.

TRAFFIC/ROAD IMPROVEMENTS:

- TRANSPORTATION IMPROVEMENTS WILL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY BEING DONE IN COORDINATION WITH SCDDOT.
- IMPROVEMENTS INCLUDE RIGHT TURN LANES AT EACH ACCESS POINT, A RIGHT TURN LANE FROM HIGHWAY 9 TO LYLE ROAD, A LEFT TURN LANE FROM LYLE ROAD TO HIGHWAY 9, AND CONTINUED MONITORING AT GASTON FARM ROAD AND LYLE ROAD INTERSECTION (WILL BECOME AN ALL WAY STOP WHEN SCDDOT DETERMINES IT IS WARRANTED).

PUMP STATION:

- PUMP STATION SHALL BE SCREENED FROM PUBLIC VIEW.

PUBLIC INFRASTRUCTURE:

- ALL INFRASTRUCTURE THAT MAY BE TURNED OVER TO A PUBLIC ENTITY SHALL BE BUILT IN ACCORDANCE TO THE GOVERNING SPECIFICATIONS.

PERMITTING:

- ALL LOCAL, STATE, AND FEDERAL PERMITS WILL BE OBTAINED PRIOR TO CONSTRUCTION. THIS INCLUDES BUT IS NOT LIMITED TO COUNTY ZONING APPROVAL, UTILITY APPROVALS, SCHEIC STORM AND EROSION CONTROL APPROVALS, AND ARMY CORP IMPACTS AS NEEDED.

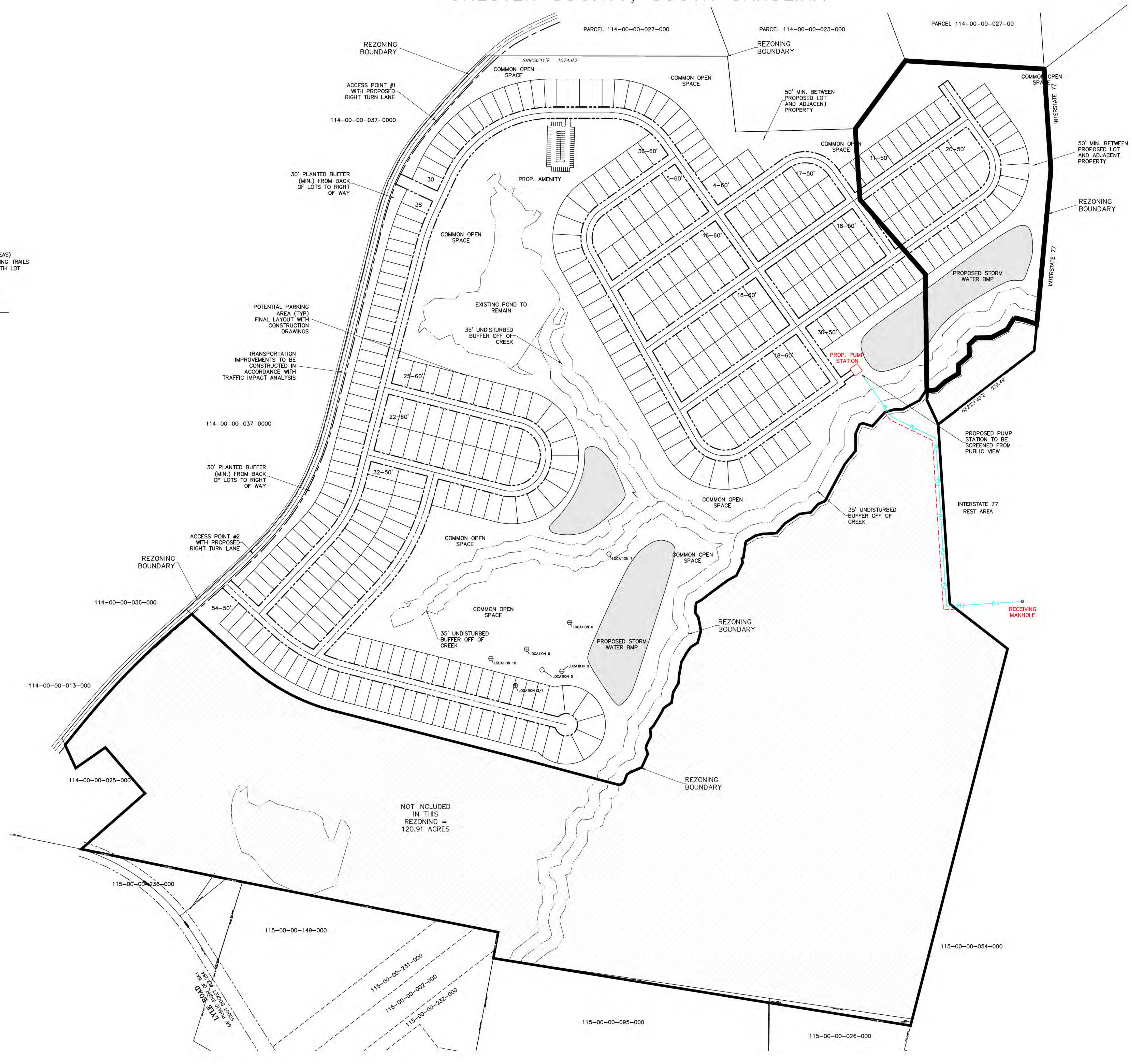
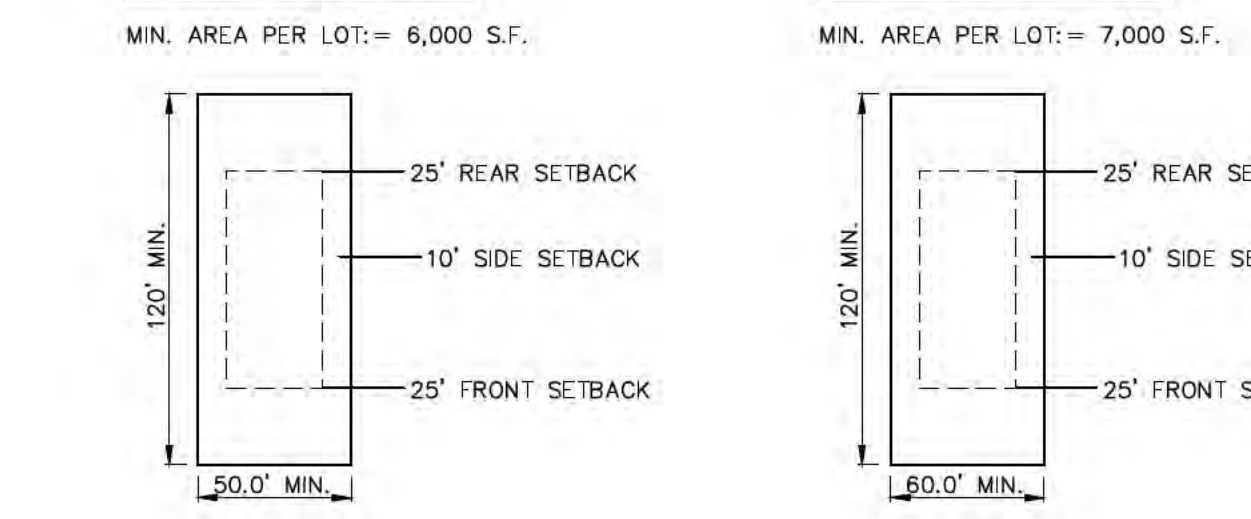
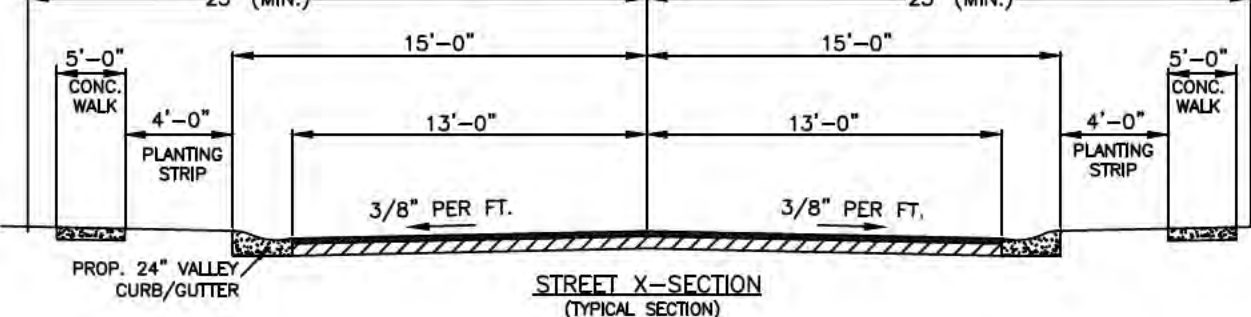
SCHEMATIC PLAN:

- THIS PLAN IS SCHEMATIC IN NATURE. AS THE DETAILED PLANS ARE ENGINEERED, INTERNAL STREETS, OPEN SPACE, AND LOTS MAY BE REVISED ACCORDINGLY.

OWNER: THOMAS BROWN MILLER
 ADDRESS: 1120 EAST BOULEVARD SUITE 200 CHARLOTTE, NC 28203
 PHONE: 704-756-7066 EMAIL: TOM@MILLERDEVELOPMENTCOMPANY.COM

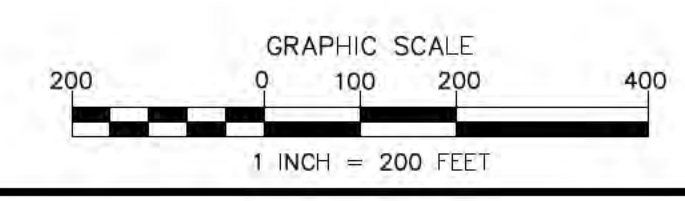
DEVELOPER: THOMAS BROWN MILLER
 ADDRESS: 1120 EAST BOULEVARD SUITE 200 CHARLOTTE, NC 28203
 PHONE: 704-756-7066 EMAIL: TOM@MILLERDEVELOPMENTCOMPANY.COM

CIVIL ENGINEER/SURVEYOR: THE ISAACS GROUP, P.C.
 CONTACT: BENJI LAYMAN (BLAYMAN@isaacsgrp.com)
 ADDRESS: 8720 RED OAK BLVD, SUITE 420, CHARLOTTE, N.C. 28217
 PHONE: (704) 527-3440



**PRELIMINARY
FOR REVIEW PURPOSES ONLY**

Project: RICHBURG MEADOWS CHESTER COUNTY, SOUTH CAROLINA	
Title: SITE PLAN	
File #: 2121-SK-DWG	Date: 6/13/23
Project Egr: FEL	Design By: FEL
Drawn By: FEL	Scale: 1"=200'
ISAACS CIVIL ENGINEERING DESIGN AND SURVEYING	
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335	
RZ1.0	



NO.	BY	DATE	REVISION

RICHBURG MEADOWS

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT BY:
 DATE: _____
 BY: _____



PRELIMINARY
 FOR REVIEW PURPOSES ONLY

RICHBURG MEADOWS
 CHESTER COUNTY, SOUTH CAROLINA

REVISIONS BY:
 DATE: _____

ISAACS

1234567890



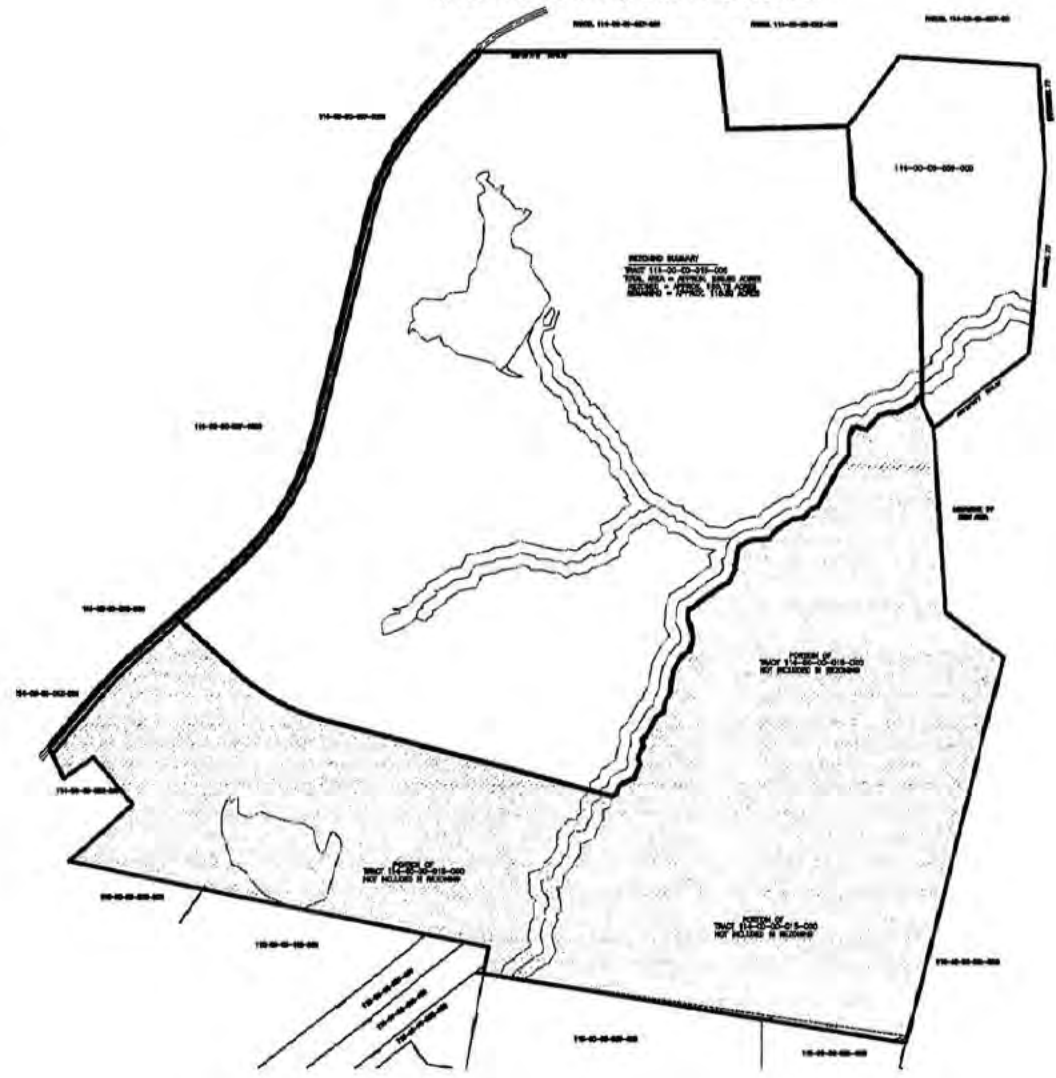
NO.	DATE	REVISION

RICHBURG MEADOWS

CHESTER COUNTY, SOUTH CAROLINA



PREPARED BY: SAACS
 DATE: 11-20-03
 PROJECT NO.: 11-00-00-000



PRELIMINARY
FOR REVIEW PURPOSES ONLY

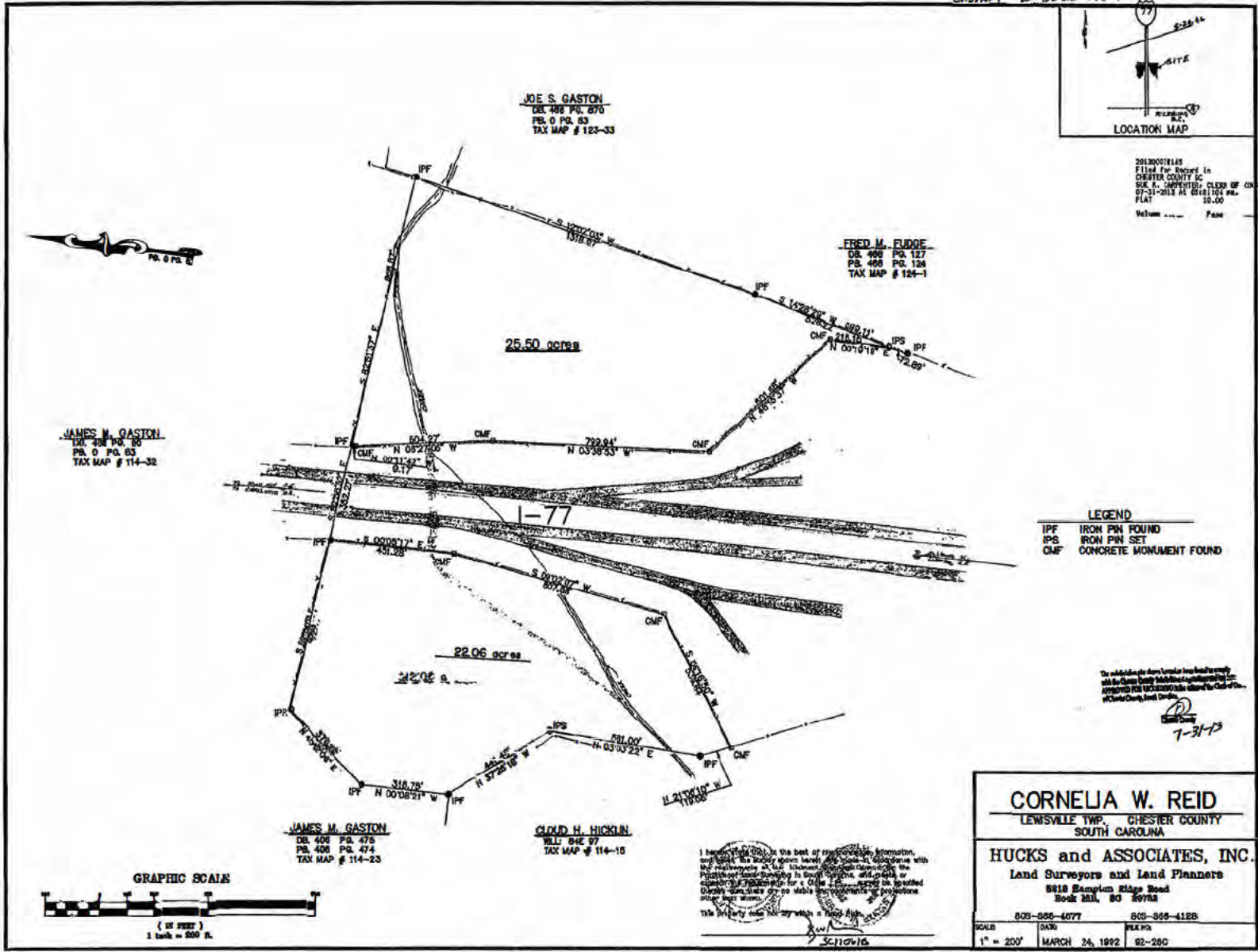
RICHBURG MEADOWS	
CHESTER COUNTY, SOUTH CAROLINA	
PROJECT NO. 11-00-00-000	
DATE: 11-20-03	
SAACS	
11-20-03	



NO.	DATE	REVISION

11/20/03

CABINET D. Subc 196 PG 2



Mike Levister

From: [REDACTED]
Sent: Thursday, June 9, 2022 4:15 PM
To: Tou Lee
Cc: Sally Hudson; [REDACTED] Nick Liguori; Christopher M. Robusto; Mike Levister; Gamble, David D.; Steven Epley; Benji Layman; Douglas Alles
Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

Hello,

The Department agrees in concept with allowing two access locations on Gaston Farm Road. The final determination will be made during the encroachment permit application process, when the SCDOT Access and Roadside Management Standards (ARMS) manual requirements for horizontal and vertical sight distance and separation between roads and driveways must be demonstrated by the developer's civil engineer.

Thank you,

Allison C. Love, AICP
Assistant District Permit Engineer – District 4
SC Department of Transportation
[REDACTED]



Safety 1st – Live By It!
Let 'em Work, Let 'em Live!

From: Tou Lee <[REDACTED]>
Sent: Thursday, June 9, 2022 4:00 PM
To: Love, Allison C. <[REDACTED]>
Cc: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Allison,

While we are finalizing the TIA for submission, the development team would like an answer from Department in order for them to move to the next step in their rezoning process. Is Department OKAY in concept with two proposed driveway connection onto Gaston Farm Road?

Let us know if Department can give a concurrence or would need to wait to review the TIA. We anticipate to submit the TIA within the next week.

Thank you,



Tou Lee, EI Project Engineer I
DAVENPORT
9144 Arrowpoint Blvd, Suite 130 Charlotte, NC 28273

[Redacted]

— Celebrating 20 years | est. 2002 —

From: Tou Lee

Sent: Tuesday, May 3, 2022 10:32 AM

To: Love, Allison C. [Redacted]

Cc: [Redacted]

[Redacted]

[Redacted]

Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

Allison,

I hope you're doing well. Attached is the revised scoping package for your review/comment/approval. From the previous scope, the development proposes to increase intensity from 375 DU to 400 DU. The package includes existing volumes and proposed trip distributions for use. Let us know if you have any questions.

Thank you,



Tou Lee, EI Project Engineer I
DAVENPORT
9144 Arrowpoint Blvd, Suite 130 Charlotte, NC 28273

[Redacted]

— Celebrating 20 years | est. 2002 —

From: Love, Allison C. <[Redacted]>

Sent: Friday, March 18, 2022 2:00 PM

To: Tou Lee <[Redacted]>

Cc: [Redacted]

[Redacted]

[Redacted]

Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

Good afternoon,

The Department agrees with the content of the proposed scoping package.

Thank you,

Allison C. Love, AICP
Assistant District Permit Engineer – District 4
SC Department of Transportation



Safety 1st Live By It!
Let 'em Work, Let 'em Live!

From: Tou Lee <[REDACTED]>
Sent: Friday, March 11, 2022 1:22 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

***** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. *****

All,

Attached for your review/comments/approval is the TIA presubmission scoping package for Hicklin Property, in Chester County, SC. Let us know if you have any questions or need additional information.

We understand the County is currently in a planned development moratorium but is expected to be lifted soon.

Thank you,



Tou Lee, EI Project Engineer I
DAVENPORT
9144 Arrowpoint Blvd, Suite 130 Charlotte, NC 28273

— Celebrating 20 years | est. 2002 —



CAROLINA WETLAND SERVICES, INC.
550 E. Westinghouse Blvd.
Charlotte, NC 28273

August 2, 2021

Tom Miller
Miller Development Company
122 Cherokee Road
Charlotte, NC 28207

**Subject: Preliminary Wetlands Investigation
Gaston Farm Road Site
Chester County, South Carolina
CWS Project No. 2021-0104**

Dear Mr. Miller,

On July 28, 2021, Carolina Wetland Services, Inc. (CWS) scientists, Megan Bollero, WPIT¹ and Amie Hoy, WPIT, field-reviewed the Gaston Farm Road Site for the presence of potential jurisdictional waters of the U.S., including wetlands. The Gaston Farm Road Site (Chester County Tax Parcel Nos. 114-00-00-059-000 and 114-00-00-015-000) is approximately 286 acres in extent and is located southwest of the Interstate 77 and Gaston Farm Road interchange in Chester County, South Carolina (Figure 1).

This investigation was conducted to preliminarily identify and approximately map those features that could be jurisdictional as defined by methodologies described in the 1987 Corps of Engineers Delineation Manual² and the 2012 Eastern Mountains & Piedmont Regional Supplement,³ as well as, recent guidance from the U.S. Army Corps of Engineers (USACE). Prior to conducting the site investigation, CWS reviewed the United States Geological Survey (USGS) Topographic Map (Figure 2) and the United States Department of Agriculture - Natural Resources Conservation Service (USDA-NRCS) Published Soil Survey (Figure 3). The USGS Topographic Map and the USDA-NRCS Published Soil Survey Map depict multiple potential riverine systems and two freshwater ponds throughout the entirety of the project limits. Additionally, a review of the National Wetlands Inventory (NWI) Mapper⁴ showed multiple potential riverine systems throughout the entirety of the project limits, two potential freshwater ponds and one potential wetland in the northwestern portion of the study area.

Stream and Wetland Investigation Results

Based on the results of this field investigation, there are 14 potential waters of the U.S. located within the project boundary (Figure 4). These waters consist of seven potential stream channels

¹ Wetland Professional in Training, The Society of Wetland Scientists Professional Certification Program

² Environmental Laboratory. 1987. "Corps of Engineers Wetlands Delineation Manual", Technical Report Y-87 1, US Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

³ US Army Corps of Engineers, April 2012. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region. US Army Engineer Research and Development Center, Vicksburg, Mississippi.

⁴ National Wetlands Inventory Mapper: <https://www.fws.gov/wetlands/data/mapper.html>

(Streams A-G), five potential wetlands (Wetland AA-EE), and two potential open water features (Pond A and B).

Streams A, B, D, E, and G had weak continuity of bed and bank, moderate in-channel structure, and had no baseflow at the time of the site visit, indicating intermittent flow.

Streams C and F had strong continuity of bed and bank, moderate in-channel structure, and approximately three to six inches of moderate baseflow at the time of the site visit, indicating perennial flow.

On-site features are summarized in Tables 1-3. Photographs 1-6 are representative of on-site features and current site conditions (Attachment A).

Table 1. Summary of Potential On-Site Wetlands⁵

Wetland Name	Cowardin Classification	Approximate Acreage (ac.)
Wetland AA	Palustrine Forested	1.68
Wetland BB	Palustrine Forested	0.01
Wetland CC	Palustrine Forested	0.11
Wetland DD	Palustrine Emergent	0.13
	Palustrine Forested	0.005
Wetland EE	Palustrine Forested	0.007
Wetland Total:		1.94 ac.

Table 2. Summary of Potential On-Site Stream Channels⁶

Stream Name	USACE/EPA/Rapanos Classification	Approximate Linear Feet (lf)
Stream A	Intermittent	34
Stream B	Intermittent	37
Stream C	Perennial	1,378
Stream D	Intermittent	1,249
Stream E	Intermittent	8
Stream F	Perennial	4,009
Stream G	Intermittent	146
Stream Total:		6,861 lf

Table 3. Summary of Potential On-Site Freshwater Ponds⁷

Jurisdictional Water	Cowardin Classification	Approximate Acreage (ac.)
Pond A	Freshwater Pond	2.9
Pond B	Freshwater Pond	2.60
Pond Total:		5.5 ac.

⁵ Subject to further delineation and USACE concurrence

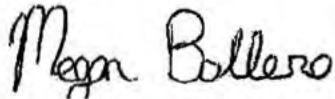
⁶ Subject to further delineation and USACE concurrence

⁷ Subject to further delineation and USACE concurrence

Please note that this report does not represent a detailed waters of the U.S. delineation. This report is for planning purposes only. The potential features depicted on Figure 4 (attached) are based on a limited, preliminary field investigation, and the limits of jurisdiction are an estimate only. GPS points are incomplete and were taken only at beginning points of jurisdiction, jurisdictional breakpoints, and/or representatively along wetlands and are subject to change following a detailed investigation. **A full delineation (flagging in the field) of jurisdictional waters of the U.S. with GPS mapping and USACE verification will be conducted once the project progresses into the design phase.**

Thank you for the opportunity to provide these services on this important project. Please do not hesitate to contact Megan Bollero at 757-576-6433 or megan@cws-inc.net should you have any questions or comments regarding this report.

Sincerely,

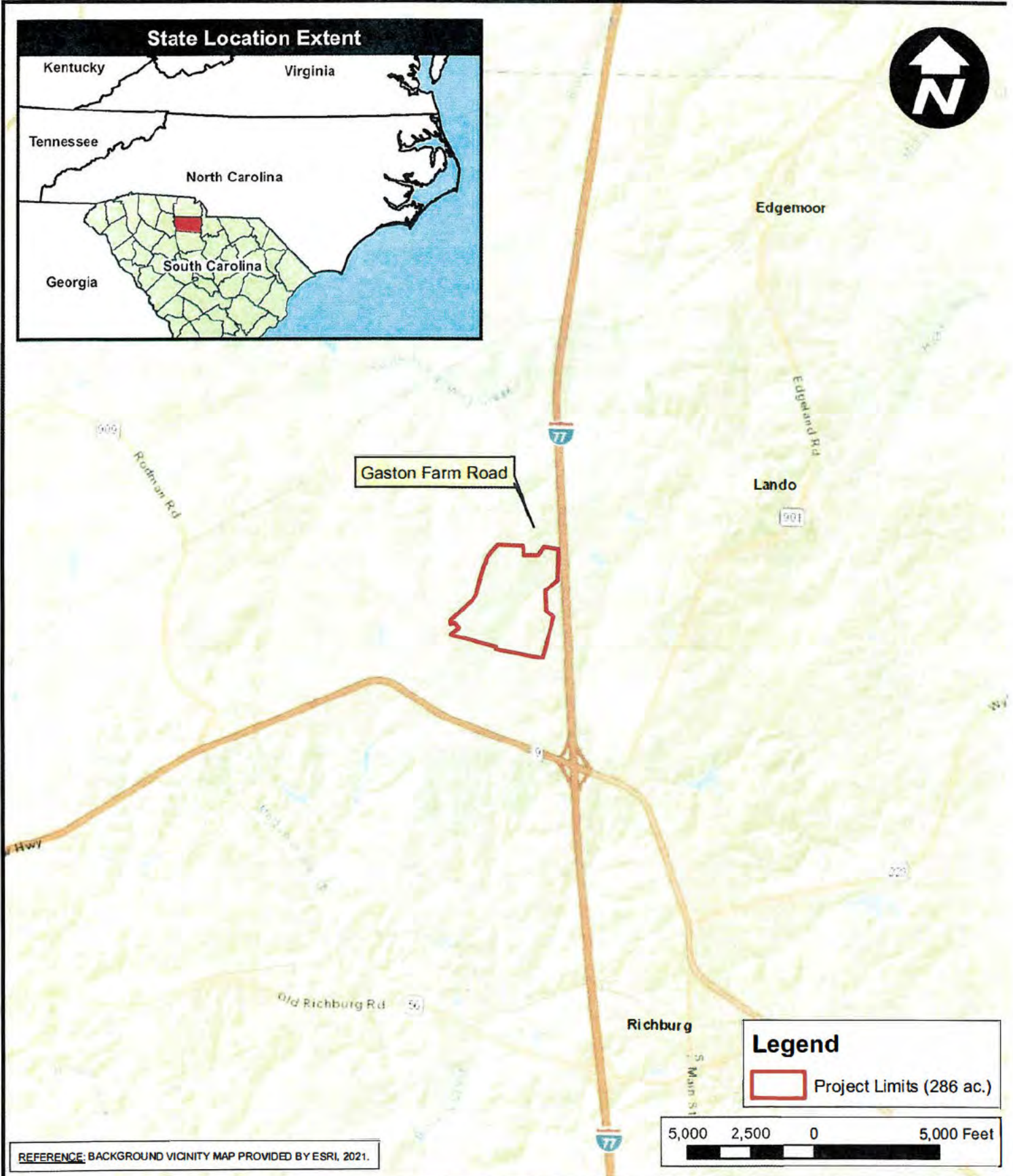
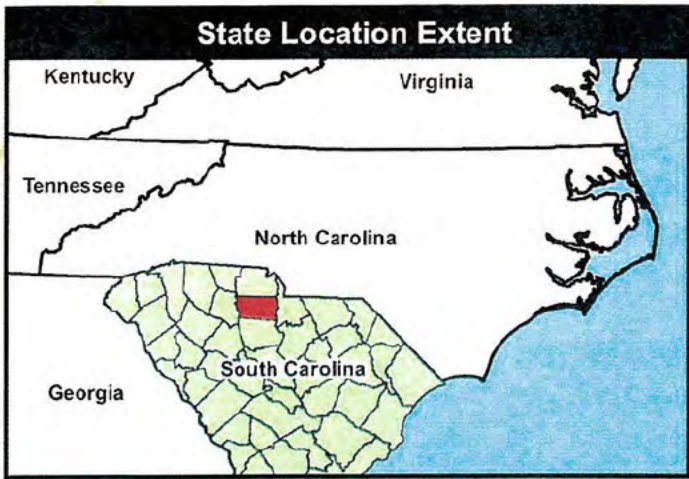


Megan Bollero, WPIT
Project Scientist



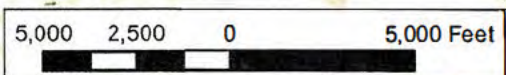
Aliisa Harjuniemi, PWS
Senior Project Manager

Attachments: Figure 1: Vicinity Map
Figure 2: USGS Topographic Map
Figure 3: USDA-NRCS Published Soil Survey of Chester County
Figure 4: Approximate Wetland/Other Waters Boundaries with Aerial Imagery
Attachment A: Photopage (Photographs 1-6)



Legend

Project Limits (286 ac.)



REFERENCE: BACKGROUND VICINITY MAP PROVIDED BY ESRI, 2021.

SCALE: 1 inch = 5,000 feet
CWS PROJECT NO: 2021-0104
COORDINATES: 34.763498, -81.044137

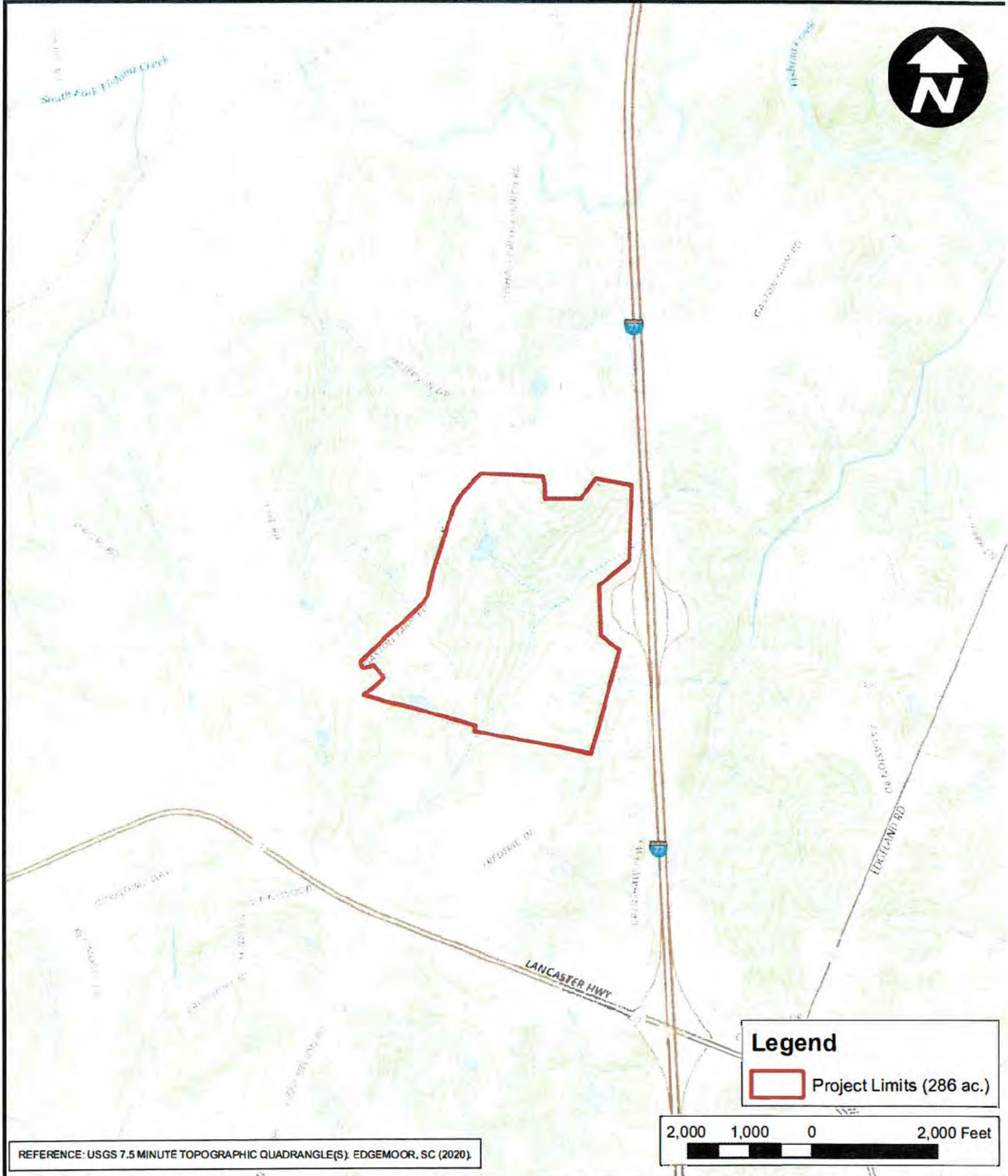
DATE: 7/29/2021
DRAWN BY: ALH
CHECKED BY: AVH



Vicinity Map

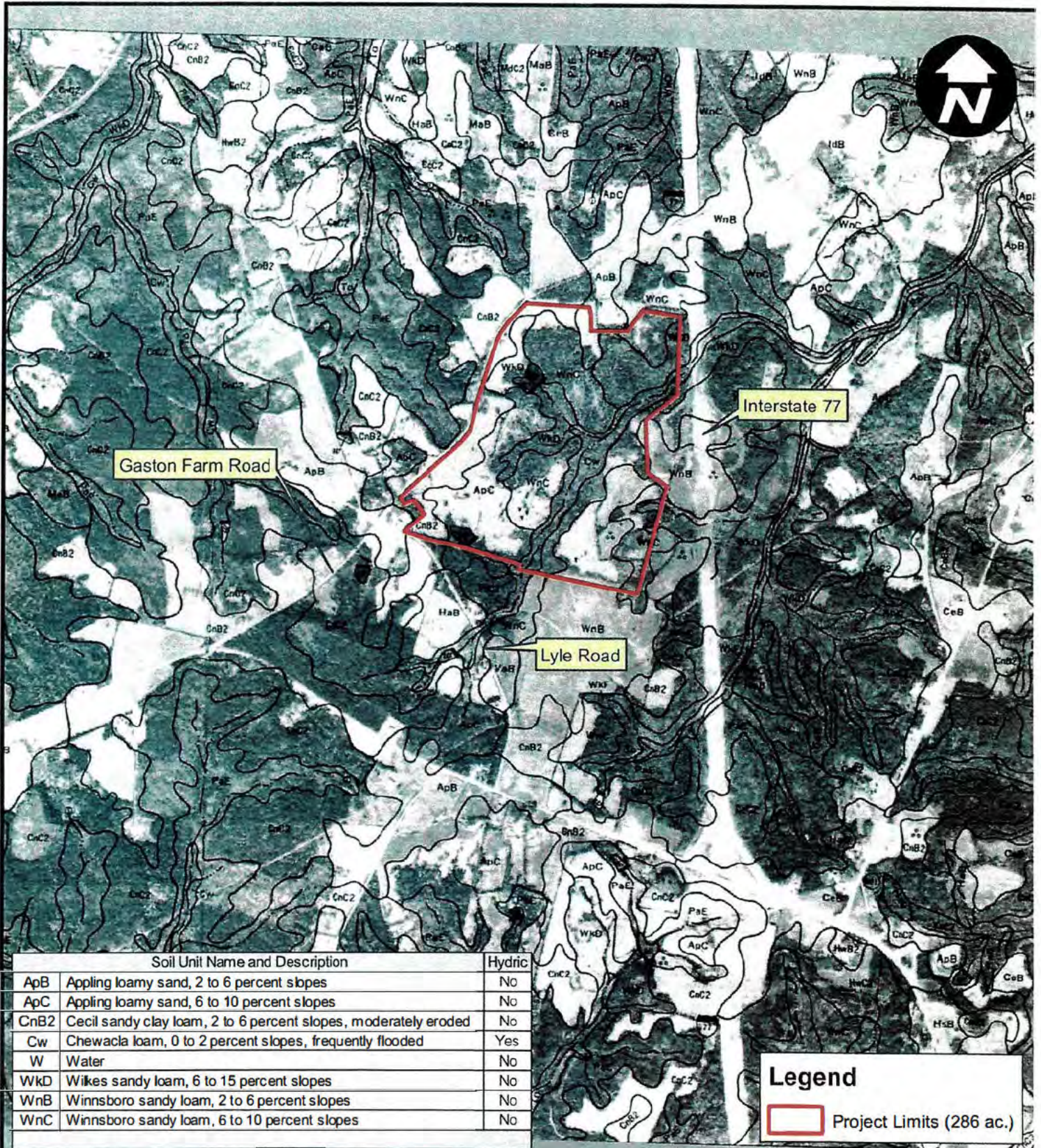
Gaston Farm Road Site
Chester County
Richburg, South Carolina

FIGURE NO.
1



REFERENCE: USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE(S): EDGEWOOD, SC (2020).

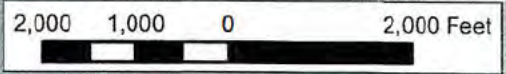
SCALE: 1 inch = 2,000 feet	DATE: 7/27/2021		USGS Topographic Map	FIGURE NO.
CWS PROJECT NO: 2021-0104	DRAWN BY: ALH		Gaston Farm Road Site Chester County Richburg, South Carolina	2
COORDINATES: 34.763498, -81.044137	CHECKED BY: AVH			



Soil Unit Name and Description		Hydric
ApB	Appling loamy sand, 2 to 6 percent slopes	No
ApC	Appling loamy sand, 6 to 10 percent slopes	No
CnB2	Cecil sandy clay loam, 2 to 6 percent slopes, moderately eroded	No
Cw	Chewacla loam, 0 to 2 percent slopes, frequently flooded	Yes
W	Water	No
WkD	Wilkes sandy loam, 6 to 15 percent slopes	No
WnB	Winnsboro sandy loam, 2 to 6 percent slopes	No
WnC	Winnsboro sandy loam, 6 to 10 percent slopes	No

Legend

Project Limits (286 ac.)



REFERENCE: USDA-NRCS PUBLISHED SOIL SURVEY OF CHESTER COUNTY, SC, SHEET 14, DATED 1982.

SCALE: 1 inch = 2,000 feet

CWS PROJECT NO: 2021-0104

COORDINATES: 34.763498, -81.044137

DATE: 8/2/2021

DRAWN BY: ALH

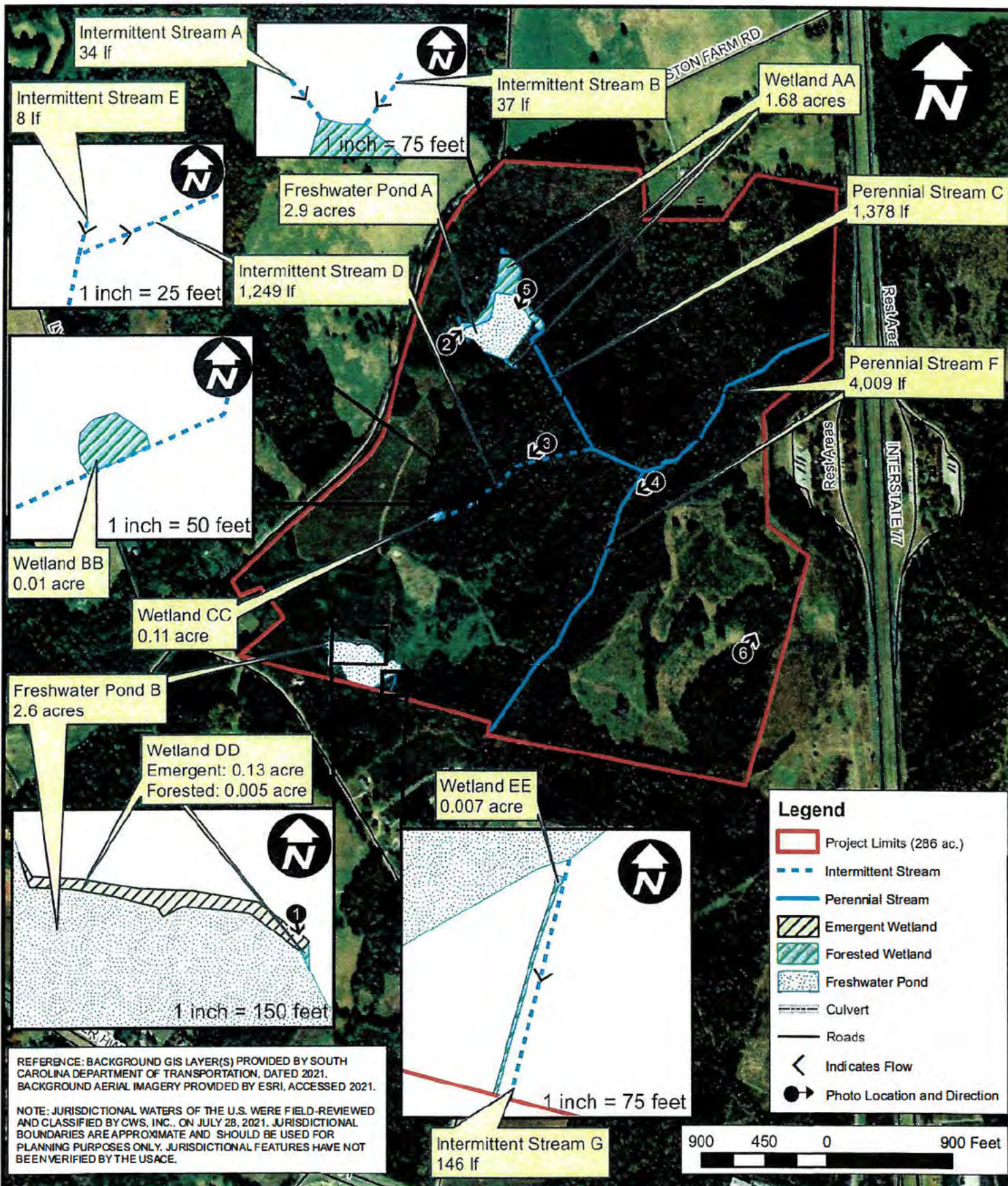
CHECKED BY: AVH



USDA-NRCS Published Soil Survey of Chester County

Gaston Farm Road Site
Chester County
Richburg, South Carolina

FIGURE NO. **3**



REFERENCE: BACKGROUND GIS LAYER(S) PROVIDED BY SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, DATED 2021. BACKGROUND AERIAL IMAGERY PROVIDED BY ESRI, ACCESSED 2021.

NOTE: JURISDICTIONAL WATERS OF THE U.S. WERE FIELD-REVIEWED AND CLASSIFIED BY CWS, INC., ON JULY 28, 2021. JURISDICTIONAL BOUNDARIES ARE APPROXIMATE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY. JURISDICTIONAL FEATURES HAVE NOT BEEN VERIFIED BY THE USACE.

SCALE: 1 inch = 900 feet	DATE: 7/29/2021
CWS PROJECT NO: 2021-0104	DRAWN BY: ALH
COORDINATES: 34.763498, -81.044137	CHECKED BY: AVH



Approximate Wetland/Other Waters Boundaries with Aerial Imagery

Gaston Farm Road Site
Chester County
Richburg, South Carolina

FIGURE NO.
4

ATTACHMENT A:

Photopage (Photographs 1-6)



Photograph 1. View of emergent Wetland DD, facing southeast.



Photograph 2. View of forested Wetland AA, facing northeast.



Photograph 3. View of intermittent Stream C, facing upstream.



Photograph 4. View of perennial Stream F, facing upstream.



Photograph 5. View of freshwater Pond A, facing southwest.



Photograph 6. View of non-jurisdictional topographic crenulation, facing northeast.



May 3, 2022
Allison Love, AICP
District 4, SCDOT
[REDACTED]

RE: Pre-Submission checklist for Hicklin Property development to be located in Chester County, SC
(DAVENPORT Project Number 225100)

Dear Ms. Love

I am pleased to submit this Pre-Submission checklist for this proposed project in Chester County. The transportation impact analysis will be prepared in accordance with the SCDOT guidelines for traffic impact studies and the following proposed scoping items. Please advise if any of these items should be adjusted:

- **Site Location** 3120 State Rd 46, Richburg, SC 29729
- **Site Layout** – (See attached site plan)
- **Trip Generation** – (see attached table)
 - LUC 210 – 400 Single Family Homes.
- **Proposed analysis software** - Synchro Traffic Modeling Software (Version 10)
- **Proposed Study Intersections** – (See attached Study Intersection map)
 - S-46 (Gaston Farm Road) at Fishing Creek Church Road
 - S-46 (Gaston Farm Road) at Lyle Road
 - SC-9 (Lancaster Highway) at S-46 (Gaston Farm Road)
 - SC-9 (Lancaster Highway) at Lyle Road
- **Proposed Site Accesses**
 - S-46 (Gaston Farm Road) at Site Access 1 (Full, northern)
 - S-46 (Gaston Farm Road) at Site Access 2 (Full, southern)
- **Proposed future build analysis year** – 2029
- **Proposed annual growth rate** – 2%, 10-year data, see attached
 - Station Number 185: 2019 11,400 ADT; 2010 10,900 ADT
 - Station Number 187: 2019 – 12,400 ADT; 2010 – 11,200 ADT
- **Proposed Study Scenarios:** AM (7-9 am) and PM (4-6 pm) peaks for the following:
 - 2022 Existing Conditions
 - 2029 Future No-Build Conditions
 - 2029 Future Build Conditions
 - 2029 Future Build Conditions + Improvements (as necessary)

Home Office:
119 Brookstown Ave. Suite PH1
Winston Salem, NC 27101
[REDACTED]

Charlotte Regional Office:
9144 Arrowpoint Blvd. Suite 130
Charlotte, NC 28273
Main. [REDACTED]

Serving the Southeast since 2002



DAVENPORT

- **Proposed site trip directional distribution** – See attached
- **Approved Developments** – N/A, to be determined by SCDOT
- **Committed Improvements** – N/A, to be determined by SCDOT

Please feel free to contact me with any questions at 704-579-5197. Thank you and we look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tou Lee'.

Tou Lee, EI

Home Office:
119 Brookstown Ave. Suite PH1
Winston-Salem, NC 27101
Main: [REDACTED]

Charlotte Regional Office:
9144 Arrowpoint Blvd. Suite 130
Charlotte, NC 28273
Main: [REDACTED]

Serving the Southeast since 2002

Table A - ITE Trip Generation 11th Edition

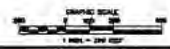
Average Weekday Driveway Volumes					24 Hour Two-Way	AM Peak Hour		PM Peak Hour	
Land Use	ITE Land Code	Size	Method/Type		Volume	Enter	Exit	Enter	Exit
Single-family Homes	210	400	Dwelling Units	Adjacent/ Equation	3,612	68	195	230	136
Total Unadjusted Trips					3,612	68	195	230	136



PRELIMINARY
FOR REVIEW PURPOSES ONLY

DEVELOPMENT DATA
 PROJECT NAME: [REDACTED]
 DEVELOPER: [REDACTED]
 PLAN PROVIDED BY: [REDACTED] PHONE #: [REDACTED]
 PARCEL #: [REDACTED]
 TOTAL AREA: [REDACTED]
 ZONING: [REDACTED]
 PROJECT USE: [REDACTED]
 PREPARED BY: [REDACTED]
 DATE: [REDACTED]
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 SCALE: [REDACTED]
 SHEET NO. [REDACTED] OF [REDACTED]

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.



NO.	DATE	REVISION

HICKLIN PROPERTY DEVELOPMENT
 DESIGN CONSULTANTS

ISAACS
 ENGINEERS ARCHITECTS

1000 WEST 10TH AVENUE, SUITE 400
 DENVER, CO 80202
 PHONE: 303.733.1111 FAX: 303.733.1112

DATE: [REDACTED] TIME: [REDACTED]
 SHEET NO. [REDACTED] OF [REDACTED]
 SCALE: [REDACTED]

C1.0



FIGURE 2A
SITE LOCATION MAP

SITE INDICATOR



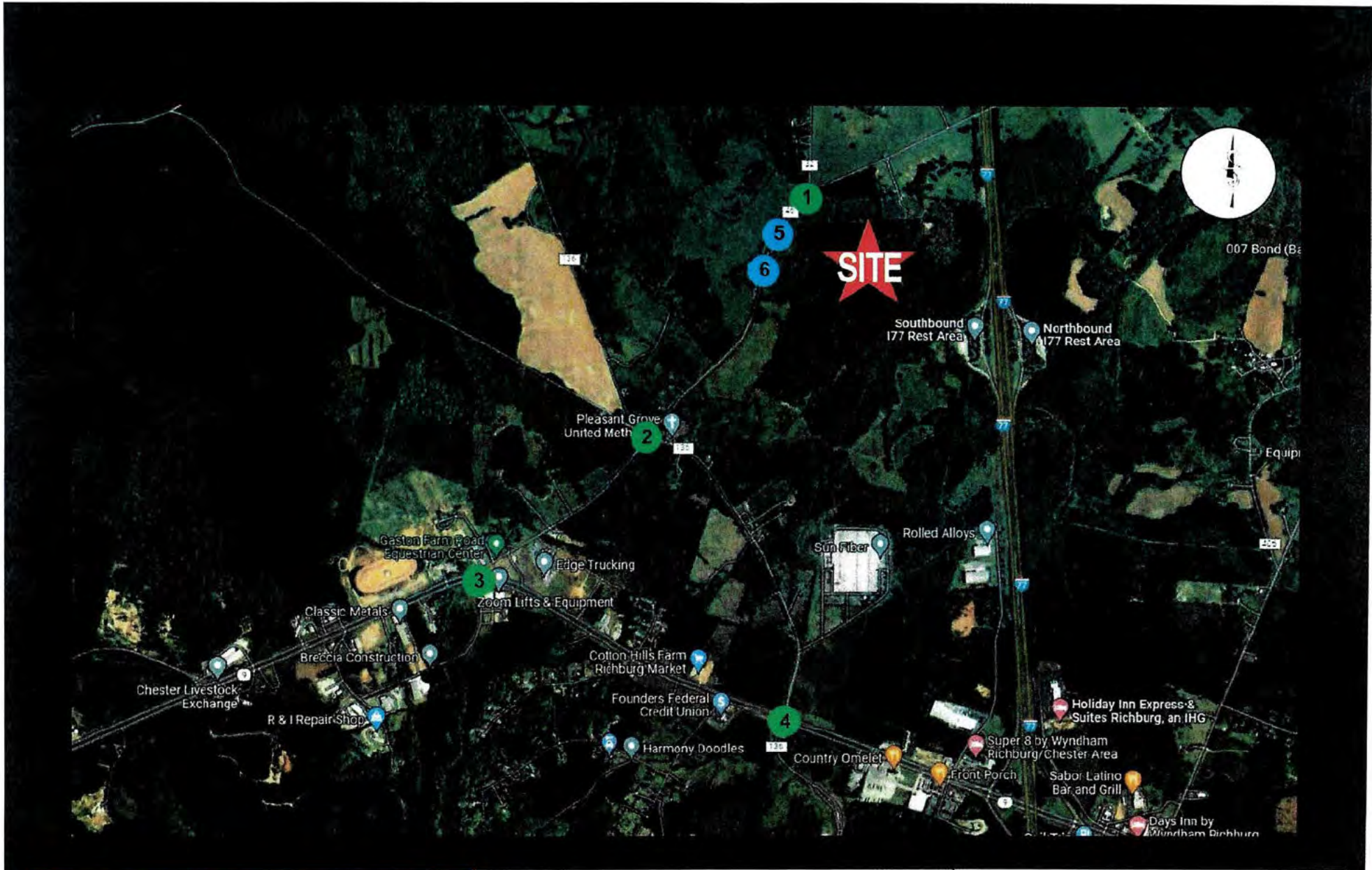


FIGURE 2B
VICINITY MAP

STUDY INTERSECTIONS
EXISTING
PROPOSED



Query

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

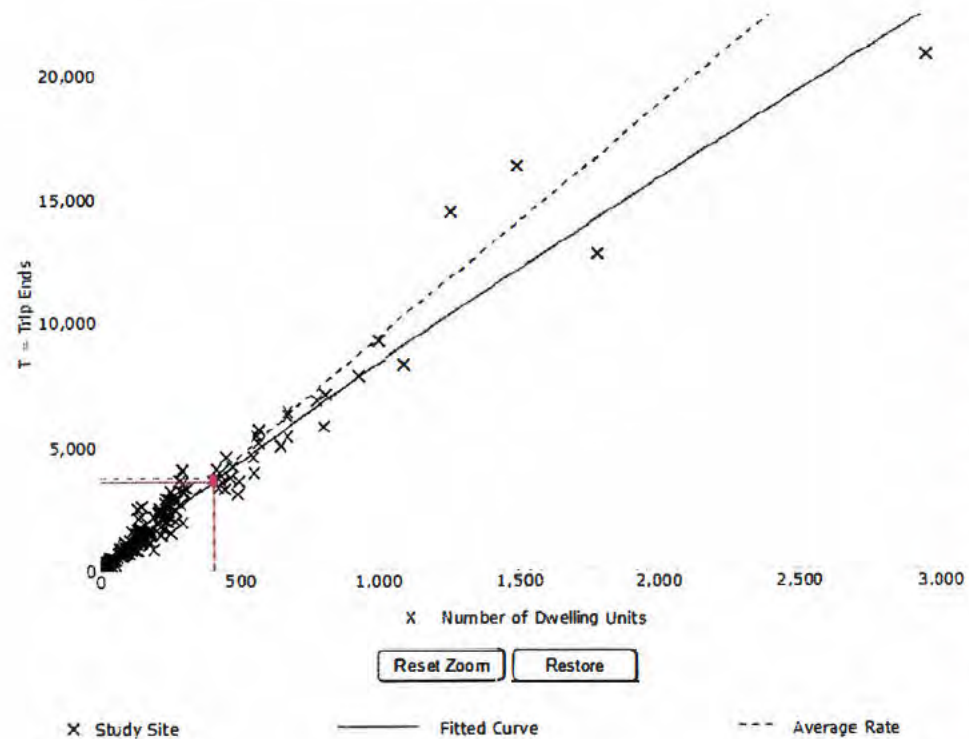
INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
400 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:
Single-Family Detached Housing (210)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
174

Avg. Num. of Dwelling Units:
246

Average Rate:
9.43

Range of Rates:
4.45 - 22.61

Standard Deviation:
2.13

Fitted Curve Equation:
 $\ln(T) = 0.02 \ln(X) + 2.69$

R^2 :
0.95

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 3772 | Total: 1806 | Entr.: 1806 | Exit:

Fitted Curve: 3612 | Total: 1806 | Entr.: 1806 | Exit:

Query

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

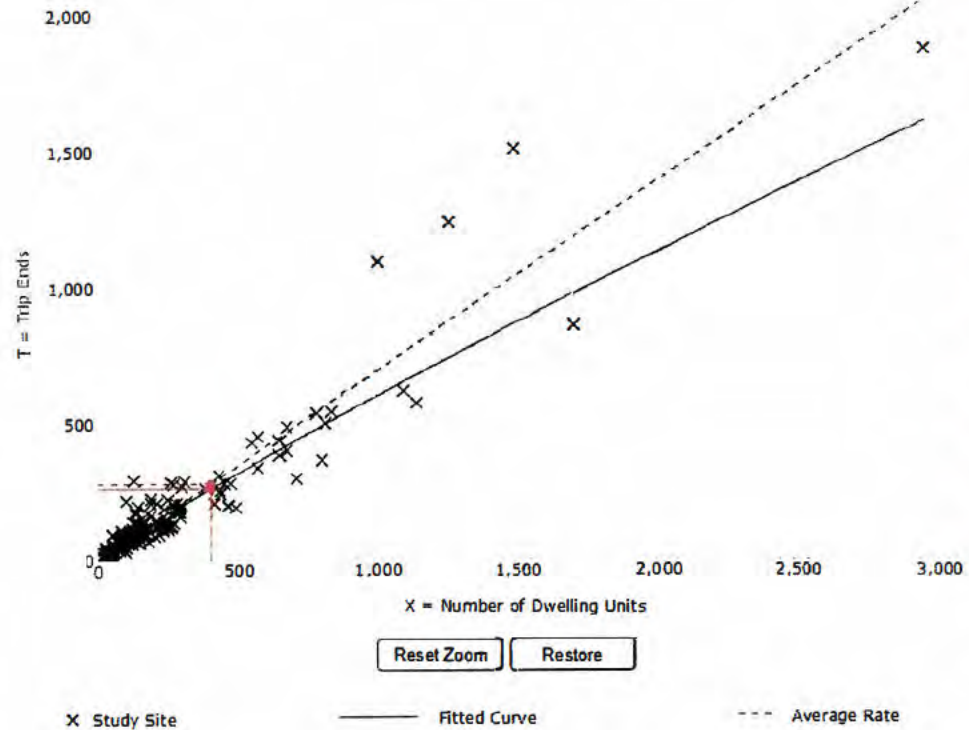
INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
400 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Description and Data File](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
192

Avg. Num. of Dwelling Units
226

Average Rate:
0.70

Range of Rates:
0.27 - 2.27

Standard Deviation:
0.24

Fitted Curve Equation:
 $\ln(T) = 0.91 \ln(X) - 0.12$

R²:
0.90

Directional Distribution:
25% entering 74% exiting

Calculated Trip Ends:
Average Rate: 280 (Total); 73 (Entry) 207 (Exit)
Fitted Curve: 263 (Total); 68 (Entry), 195 (Exit)

Query

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

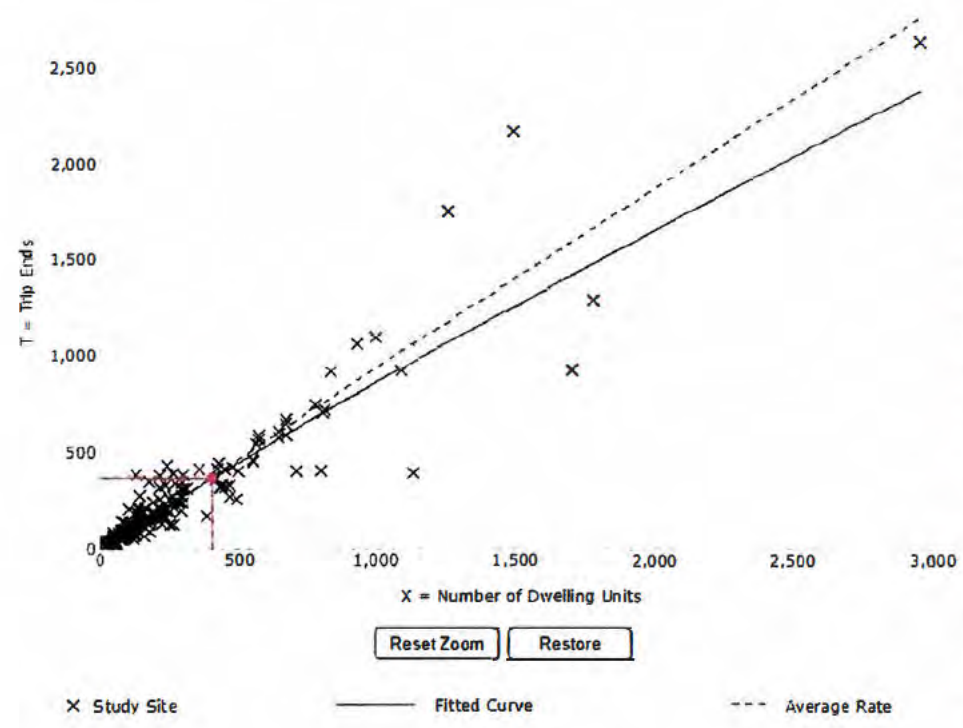
INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

Data Plot and Equation



DATA STATISTICS

Land Use: Single-Family Detached Housing (210) [View Details](#)

Independent Variable: Dwelling Units

Time Period: Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 208

Avg. Num. of Dwelling Units: 248

Average Rate: 0.94

Range of Rates: 0.35 - 2.98

Standard Deviation: 0.31

Fitted Curve Equation: $\ln(T) = 0.94 \ln(X) - 0.27$

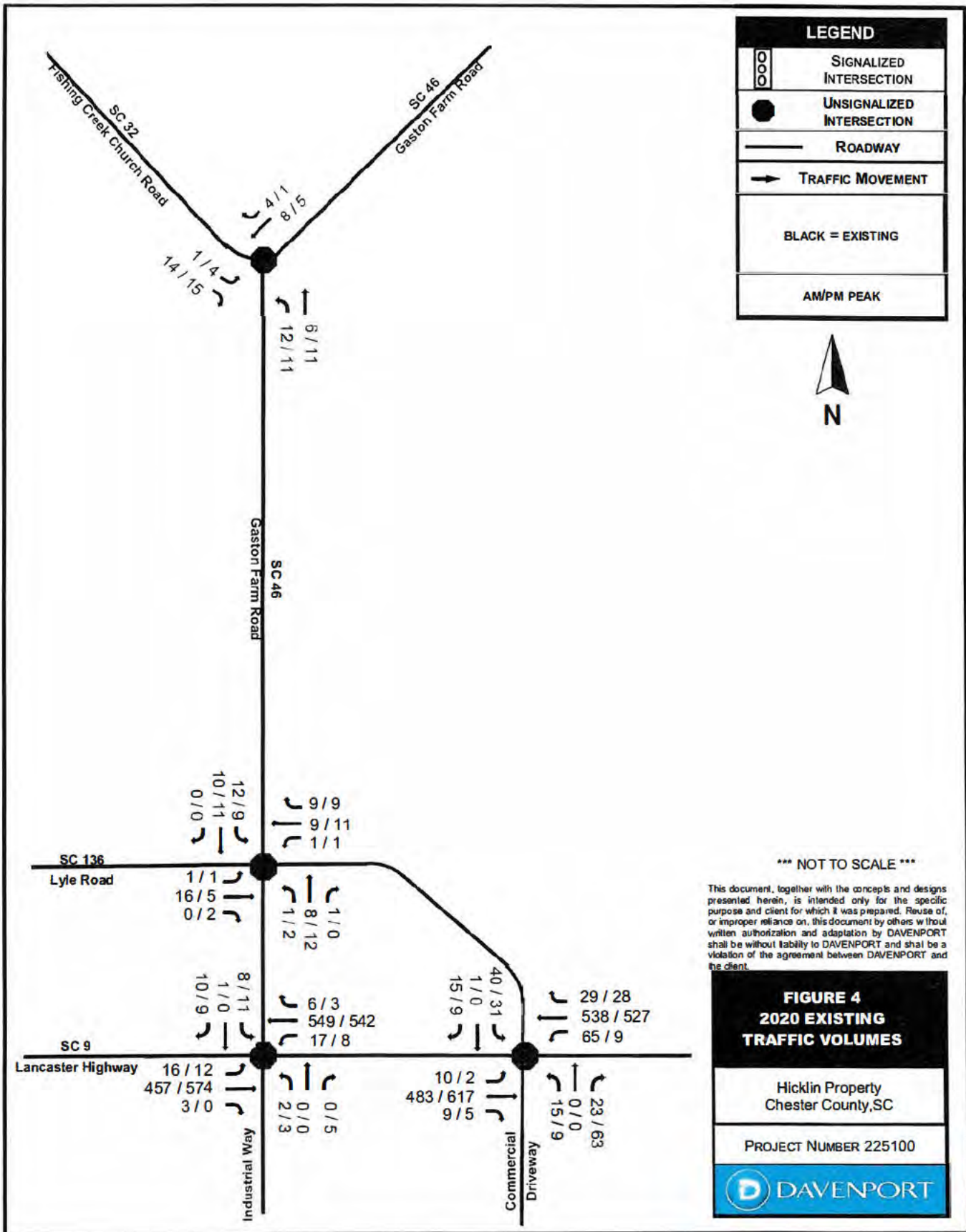
R²: 0.92

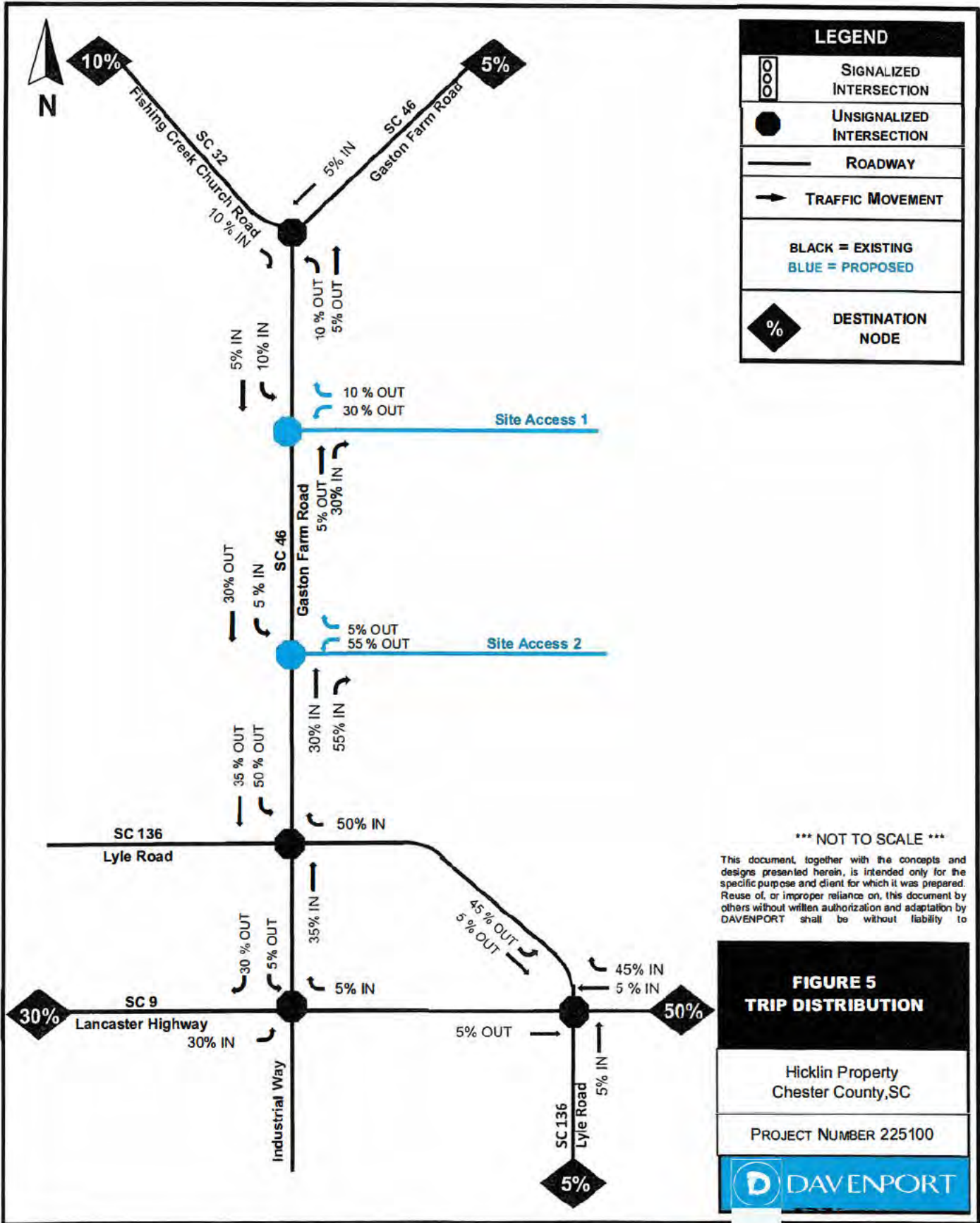
Directional Distribution: 63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 376 (Total: 227 (Entry), 139 (Exit))
Fitted Curve: 356 (Total: 210 (Entry), 136 (Exit))

SCDOT AADT			
	SC-9 Station 185	SC-9 Station 187	S-46 Station 351
2010	10900	11200	150
2011	10000	10200	125
2012	11200	11200	150
2013	9700	9500	150
2014	9600	9100	125
2015	11100	10900	150
2016	11900	11000	175
2017	11200	10100	25
2018	11200	12200	25
2019	11400	12400	25
Slope	55.56	133.33	-13.89
Percent Slope	0.49	1.08	-55.56

Selected Growth Rate: 2%







VIA Electronic Mail

May 5, 2022

Chester County
Building and Zoning
PO Box 580
Chester, SC 29706

Re: Chester Sewer District
Willingness and Ability to Serve Letter
for NPDES Permit # SC0001741

To Whom It May Concern:

The Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) is willing and able to provide The Miller Development's with an additional twenty-five (25) residential units to the previous allotment of three-hundred-seventy-five (375) residential units with wastewater service. The cumulative allocation is four-hundred (400) residential units for the properties located on Gaston Farm Road in Richburg, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 114-00-00-015-000
- 114-00-00-059-000

Please note, this willingness and ability letter are subject to the following conditions:

- CWR will evaluate the current capacity conditions if construction has not begun and/or is not completed by the expiration date, May 31, 2024.

If you require additional information, please call me at (803) 377-3541.

Sincerely,
Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
The Miller Development
File



Solving the water needs of tomorrow today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 08/24/2021

A. Owner/Developer: DRB Group - Chris Robusto

Phone# (704) 574-316

Address: 227 W Trade St, Suite 1610, Charlotte, NC 28202

E-mail [REDACTED]

Owner Engineer: The Isaacs Group - Benji Layman

Phone# [REDACTED]

Address: 8720 Red Oak Blvd, Suite 420, Charlotte, NC 28217

E-mail [REDACTED]

B. Development/Project Name: Hicklin Property Development

Development/Project Location: Gaston Farm Road at Lyle Rd

Parcel Number: 114-00-00-015-000 and 114-00-00-059-000

C. Type of Development

- Residential
- Multi-Family
- Commercial
- Industrial
- Institutional

Type of Business: _____ Number of Units: 750

Building Area (SQ FT): _____ Anticipated Water Capacity Required (GPM) 947

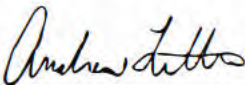
District Use Only

Water may be available if the property owner meets the conditions as follows:

1. Capacity to provide service:
 - The property is within the District's Water System service area and the System has sufficient capacity to serve this property.
 - Service to this property is **not available** from the Water System at this time.

2. Availability of Domestic Water Service
 - Water will be provided by service connection to an existing 16 inch water main located along Lyle Rd and is approximately 3500 feet from the site.
 - Water service is available after the following improvements are completed:
 - 3500 feet of 12 inch water mains on Lyle Rd to reach the site;
 - The construction of a distribution system on the site;
 - Other Describe: _____

3. Availability of water for firefighting:
 - The nearest fire hydrant is located at Int of Lyle Rd/Fredric Dr and is within 3500 feet of the property.
 - Fire flow capacity is not available and shall be extended.

Approved By:  Date: 08/24/2021
District Engineer



FIRE HYDRANT FLOW TESTING FORM

Completed by: TCausey JHinson

FLOW HYDRANT DATA					TEST HYDRANT DATA			HYDRANT/TEST COMMENTS
DATE	COEFF.	FLOW HYDRANT ID	PITOT READING	GPM (from chart)	TEST HYDRANT ID	STATIC PRESSURE	RESIDUAL PRESSURE	
3/23/2021	0.9	L01	32	949	L01	48	40	Lyle Rd
3/23/2021	0.9	L02	30	919	L01	48	42	Fredric Dr

THE BELAIR

2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 8/1/20



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THE BELAIR

2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



First Floor

REV. 8/1/20



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THE BELAIR

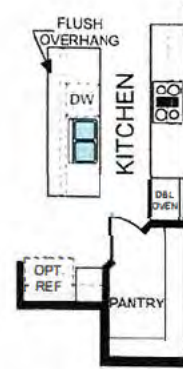
2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



Optional Bay Window at Owner's Bedroom



Optional Bay Window at Casual Dining



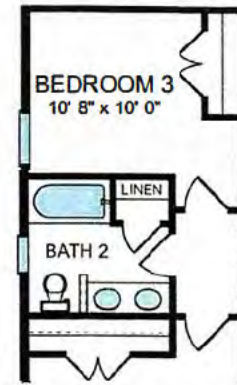
Optional Gourmet Kitchen



Optional Owner's Bath 2



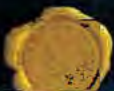
Optional Owner's Bath 3



Optional Bedroom 3 ILO Study

First Floor Options

REV. 8/1/20



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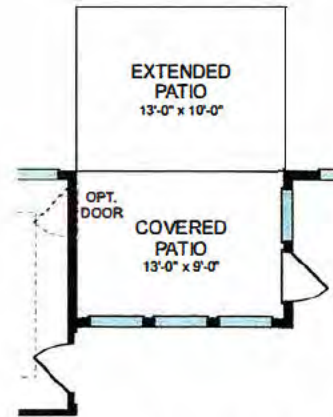
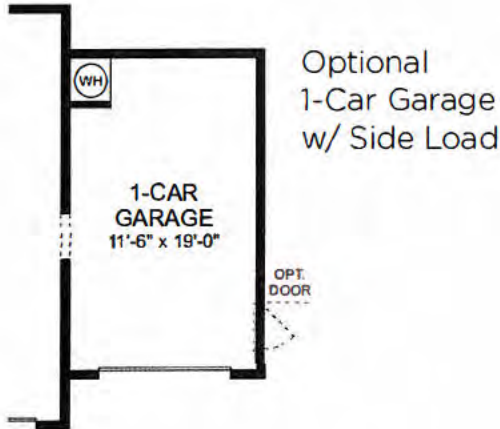
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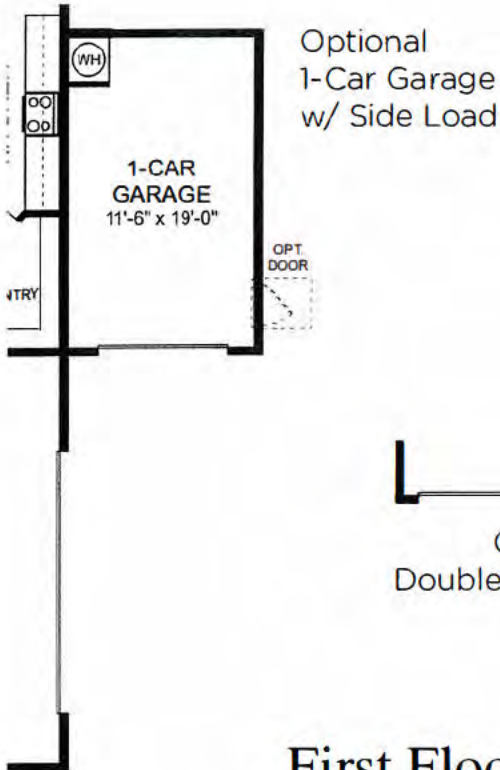


THE BELAIR

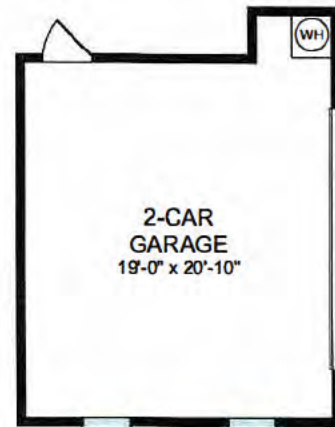
2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



Optional Extended Patio



Optional
Double Garage Doors



Optional
Side Load Garage

First Floor Options (cont.)

REV. 8/1/20



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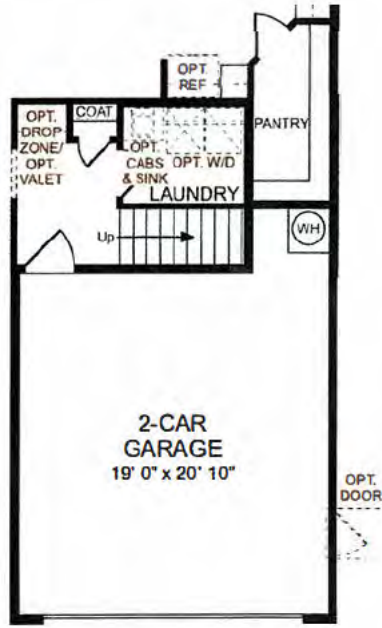
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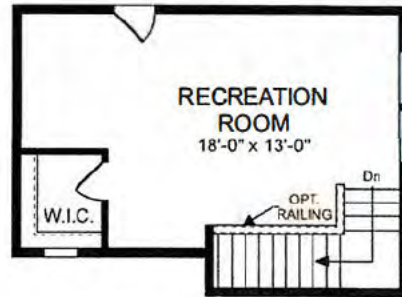


THE BELAIR

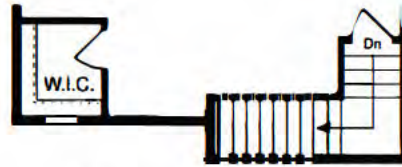
2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



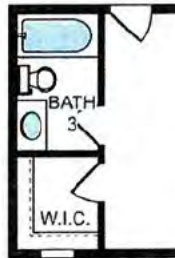
Stairs to Second Floor



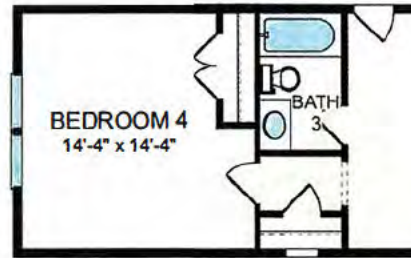
Rec. Room (Standard)



Optional Enclosed Rec. Room



Optional Bath 3



Optional Bedroom 4 w/ Optional Bath 3

Optional Second Floor

REV. 8/1/20



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THE CARDINAL

4 BEDROOM

2.5 BATH

2 CAR GARAGE

2,235 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 10/26/22



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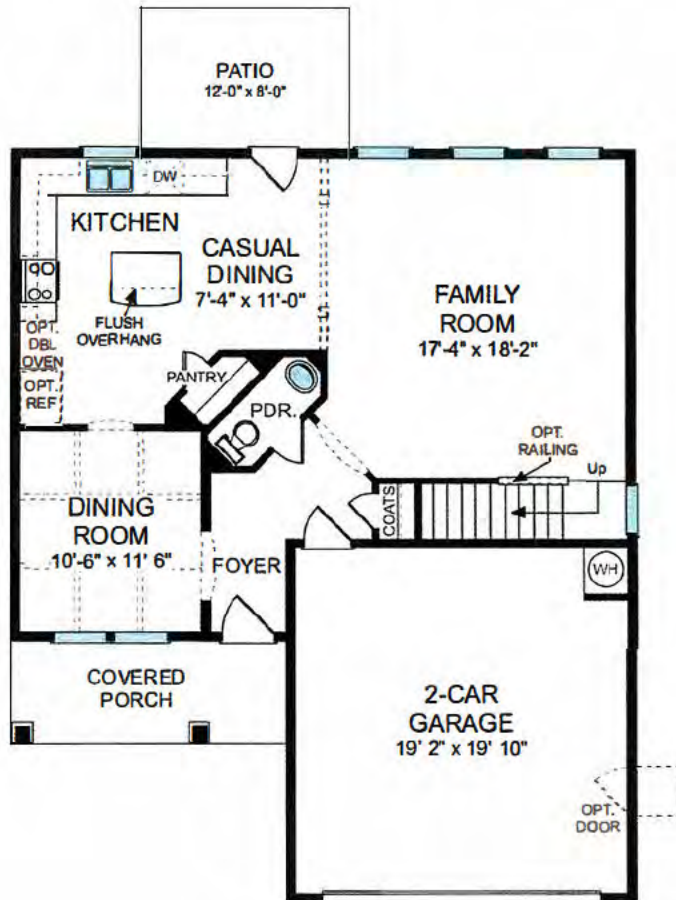
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THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



First Floor

REV. 10/26/22



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THE CARDINAL

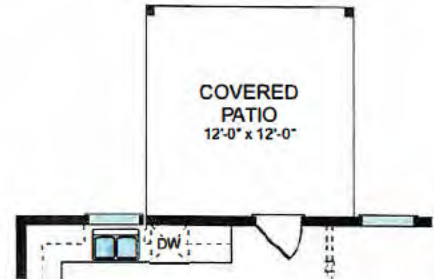
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



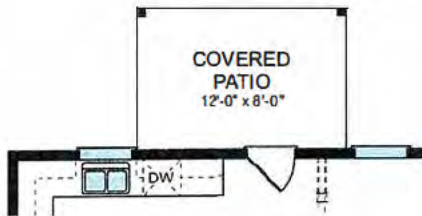
Optional Fireplace
at Family Room



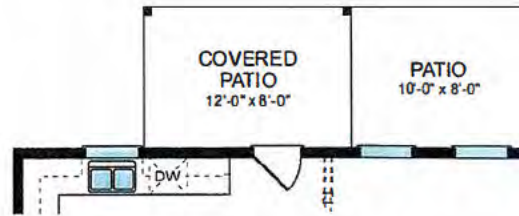
Optional
Wrap-Around Porch



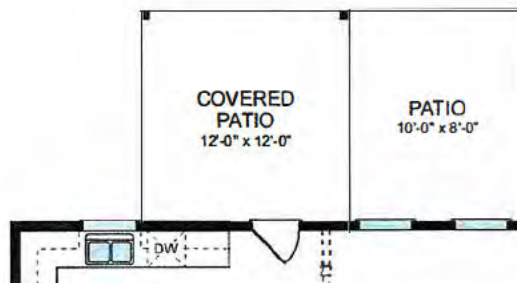
Optional
Extended Covered Patio



Optional
Covered Patio



Optional Patio
w/ Covered Patio



Optional
Extended Patio
w/ Extended Covered Patio

First Floor Options

REV. 10/26/22



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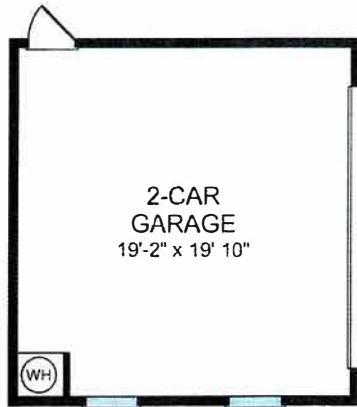
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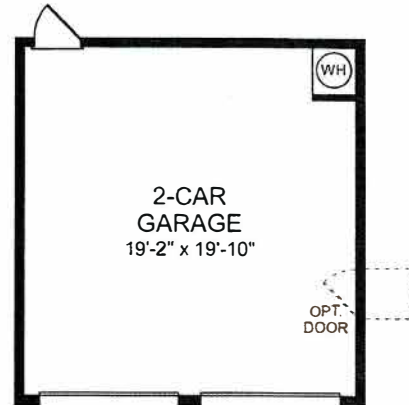


THE CARDINAL

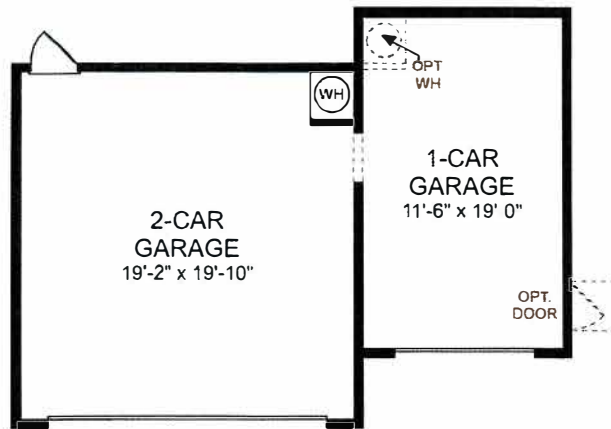
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



Optional
Side Load Garage



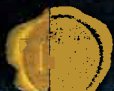
Optional
Double Garage Door



Optional
1-Car Garage

First Floor Options (cont.)

REV. 10/26/22



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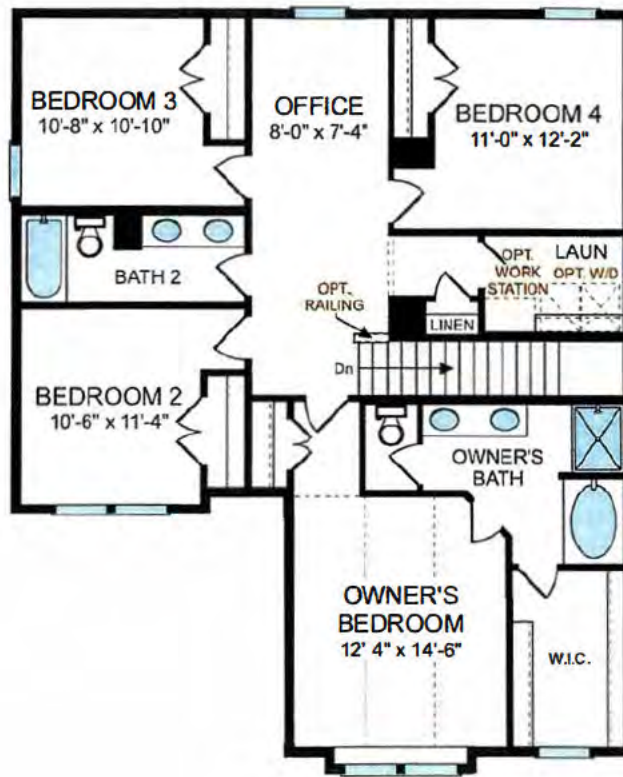
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THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



Second Floor

REV. 10/26/22



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THE TRILLIUM

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 12/1/22



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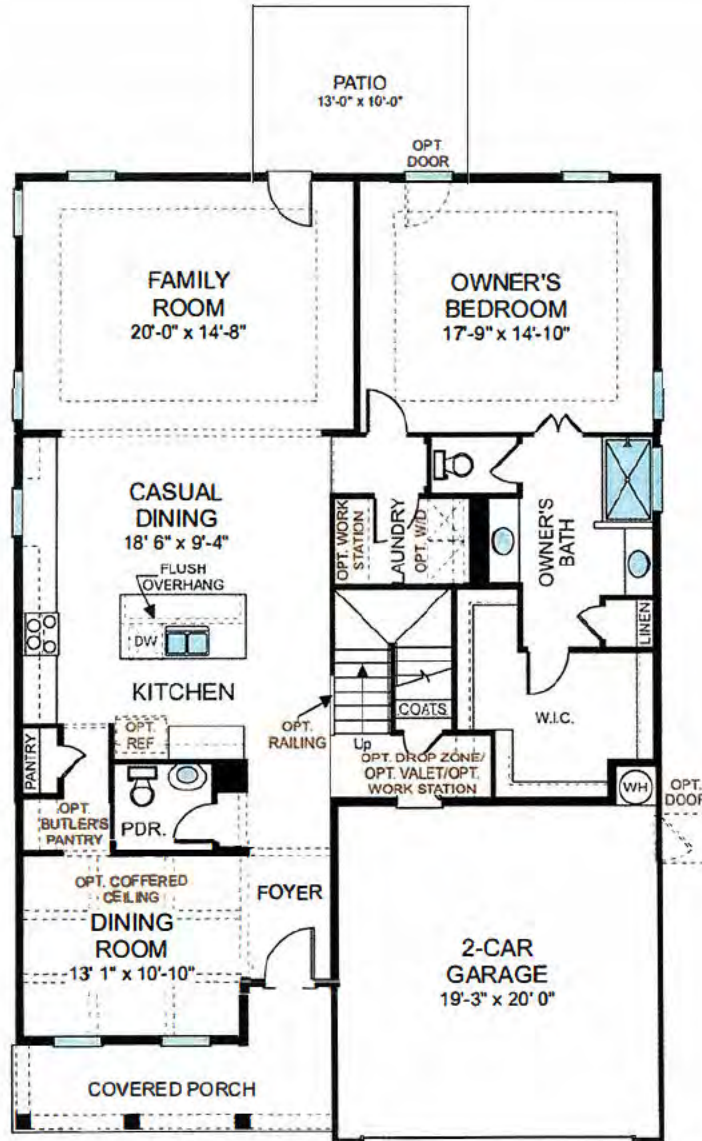
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THE TRILLIUM

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



First Floor

REV. 12/1/22



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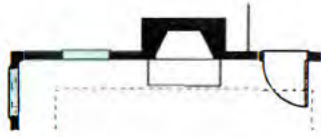
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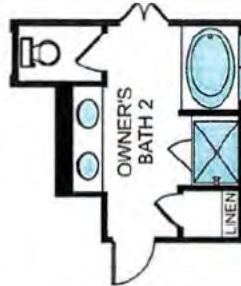


THE TRILLIUM

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



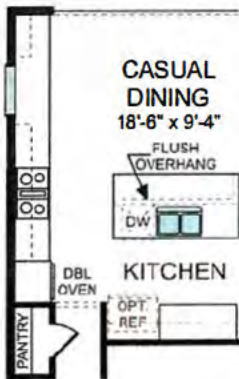
Optional
Fireplace at Family Room



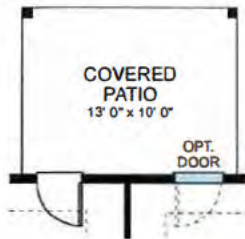
Optional
Owner's Bath 2



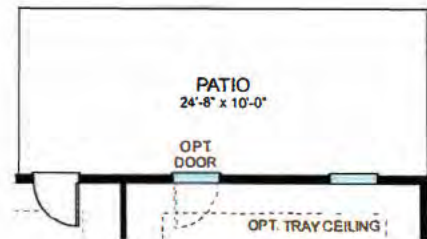
Optional
Owner's Bath 3



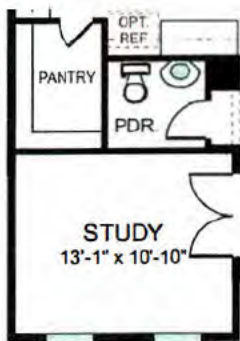
Optional
Gourmet Kitchen



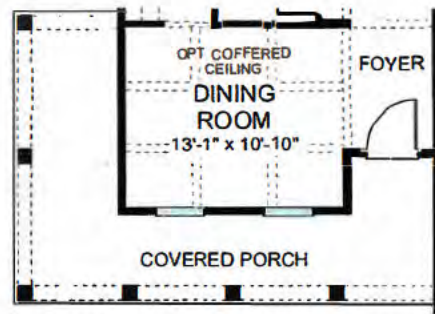
Optional
Covered Patio



Optional
Extended Patio



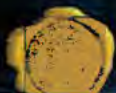
Optional
Study ILO Dining Room



Optional
Wrap-Around Porch

First Floor Options

REV. 12/1/22



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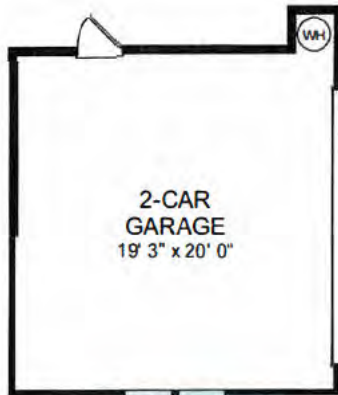
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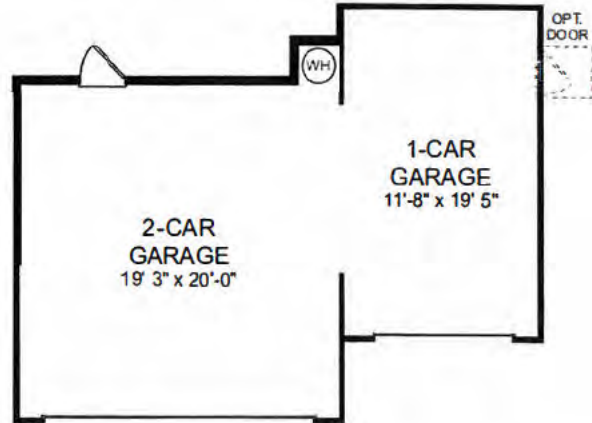


THE TRILLIUM

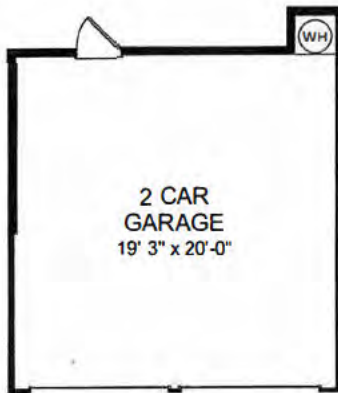
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



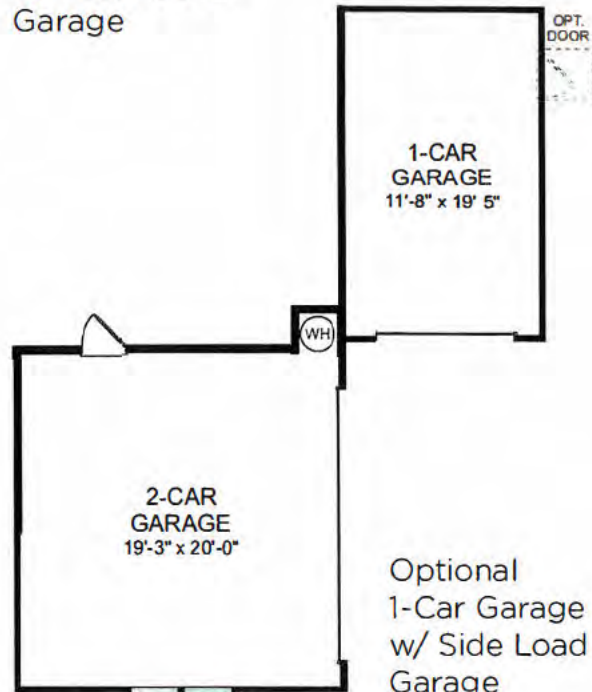
Optional
Side Load Garage



Optional
1-Car Garage
w/ Front Load
Garage



Optional
Double Garage Door



Optional
1-Car Garage
w/ Side Load
Garage

First Floor Options (cont.)

REV. 12/1/22



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

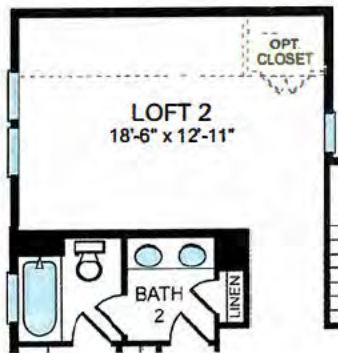
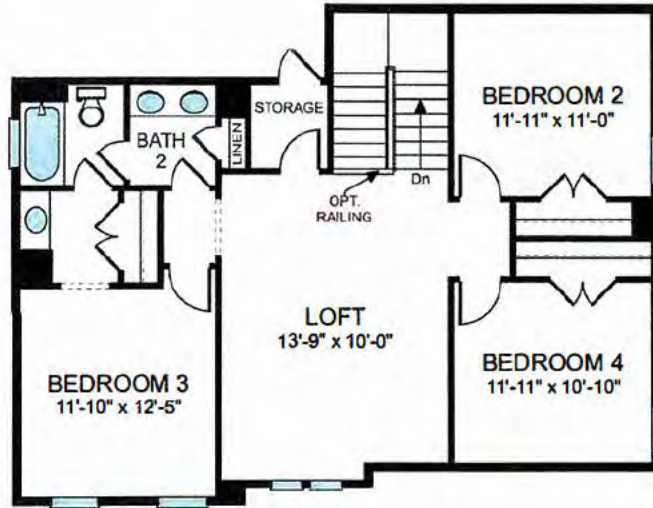
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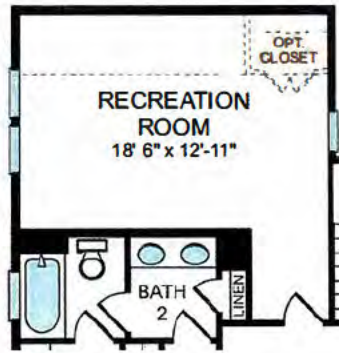


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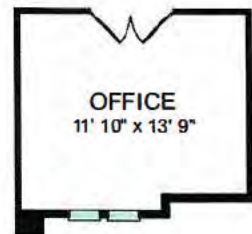
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



Optional Loft 2



Optional Rec. Room



Optional Office ILO Loft

Second Floor w/ Options

REV. 12/1/22



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THE OCEANA

3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 11/28/22



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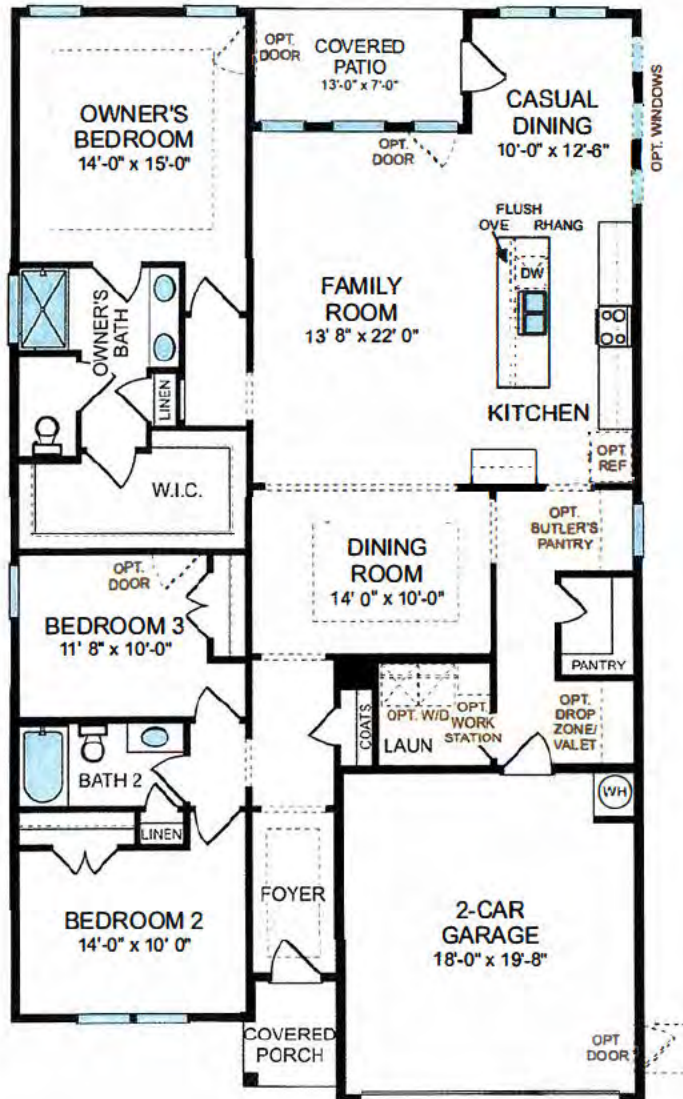
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THE OCEANA

3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



First Floor

REV. 11/28/22



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

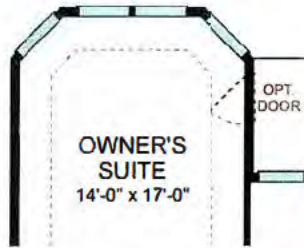
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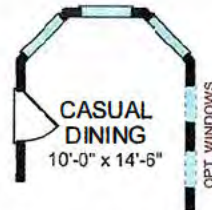


THE OCEANA

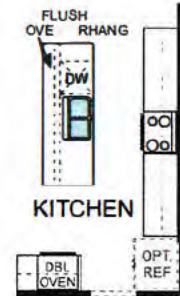
3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



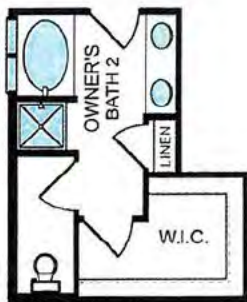
Optional Bay Window at Owner's Bedroom



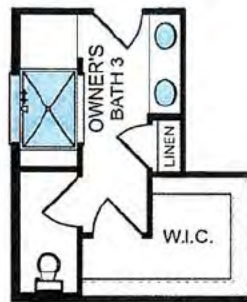
Optional Bay Window at Casual Dining



Optional Gourmet Kitchen



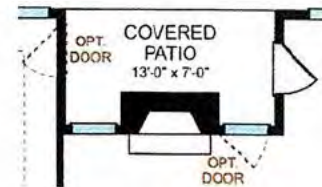
Optional Owner's Bath 2



Optional Owner's Bath 3



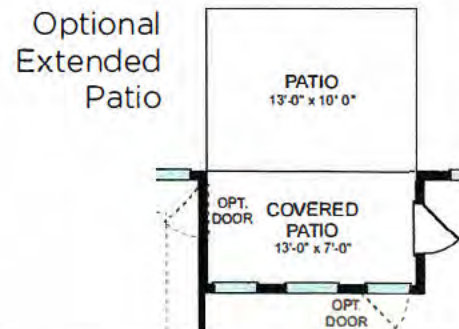
Optional Shower at Bath 2



Optional Fireplace at Family Room



Optional 1-Car Garage



Optional Extended Patio

First Floor Options

REV. 11/28/22



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

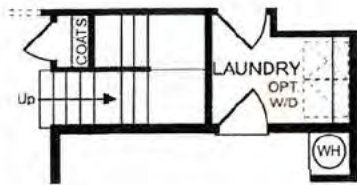
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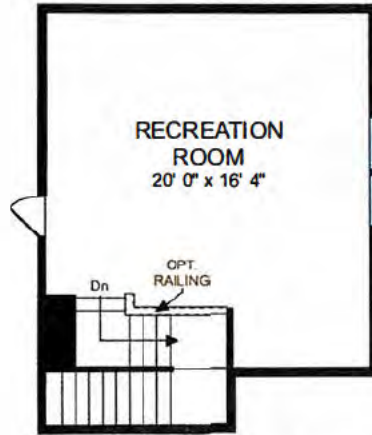


THE OCEANA

3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



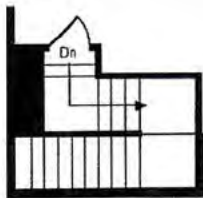
Stairs to
Optional Second Floor



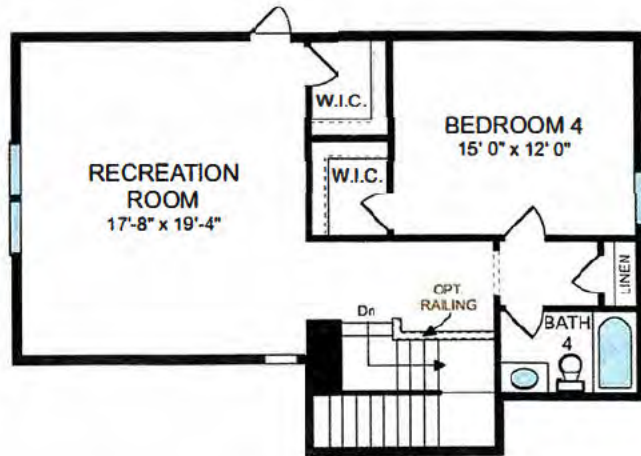
Rec. Room (Standard)



Optional Bath 4



Optional Enclosed
Rec. Room



Optional Rec. Room
w/ Bedroom 4 & Bath 4

Optional Second Floor

REV. 11/28/22



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



ELEVATION A

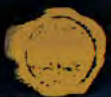


ELEVATION B



ELEVATION C

REV. 8/1/20



DREAM FINDERS HOMES

HOMES BUILT TO FIT YOUR LIFESTYLE

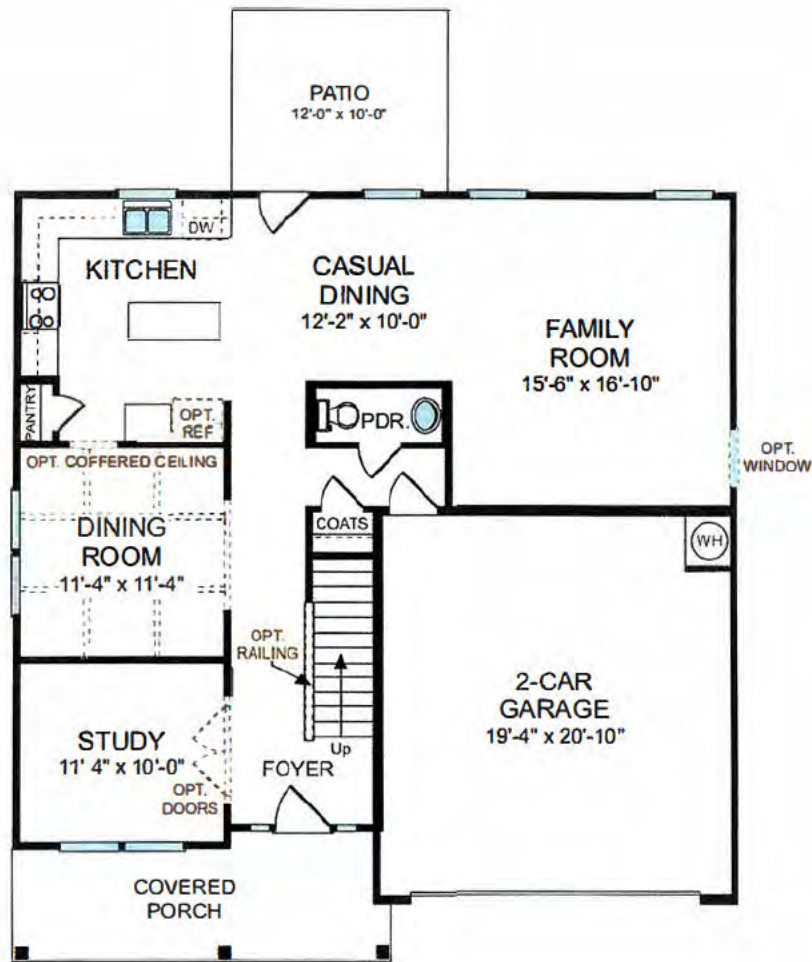
DREAMFINDERSHOMES.COM

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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



First Floor

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

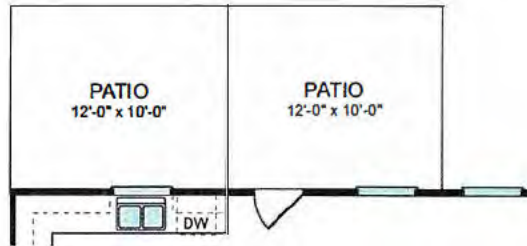
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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



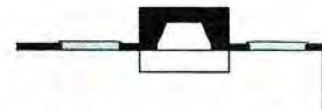
Optional
Extended Patio



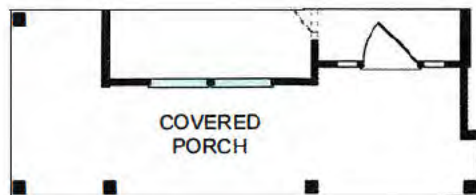
Optional
Covered Patio



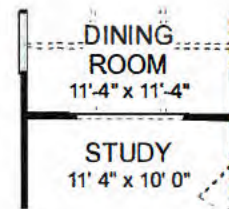
Optional
Gourmet Kitchen



Optional Fireplace
at Family Room



Optional
Wrap-Around Porch



Optional
Opening to Study

First Floor Options

REV. 8/1/20



DREAM FINDERS HOMES

HOMES BUILT TO FIT YOUR LIFESTYLE

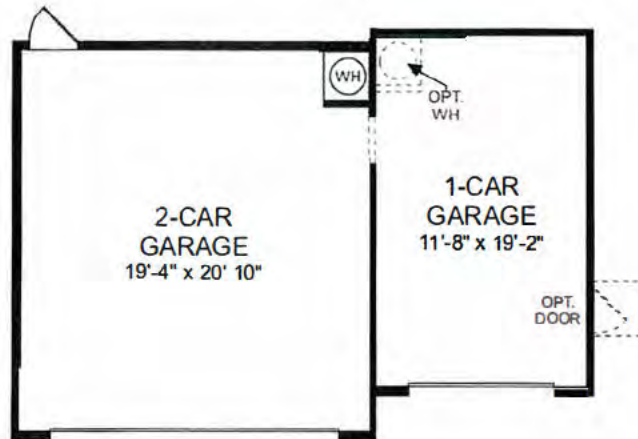
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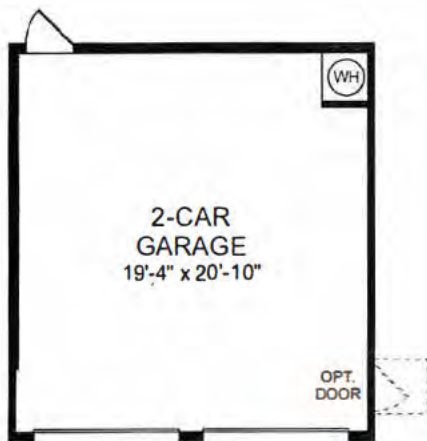


THE HATTERAS

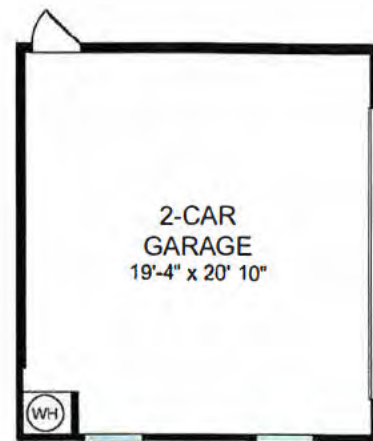
3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



Optional
1-Car Garage



Optional
Double Garage Door



Optional
Side Load Garage

First Floor Options (Cont.)

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

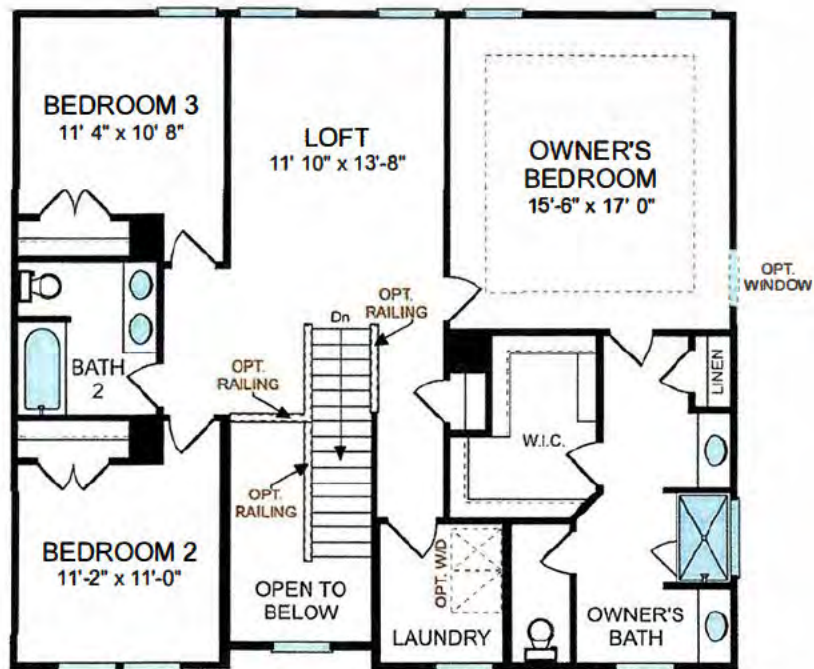
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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



Second Floor

REV. 8/1/20



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HOMES BUILT TO FIT YOUR LIFESTYLE

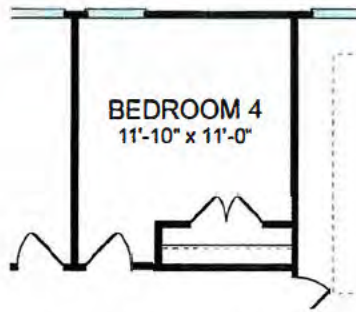
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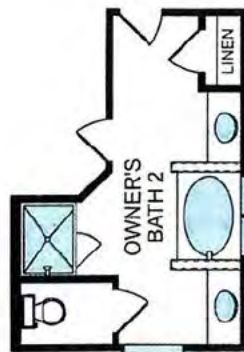


THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



Optional
Bedroom 4 ILO Loft



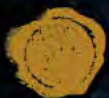
Optional
Owner's Bath 2



Optional
Owner's Bath 3

Second Floor Options

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR [COMMUNITY NAME]**

**THIS DOCUMENT REGULATES OR PROHIBITS
THE DISPLAY OF POLITICAL SIGNS**

This Instrument was prepared by
and after recording mail to:
Costner Law Office, PLLC
10735 David Taylor Drive, Suite 200
Charlotte, NC 28262

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR [COMMUNITY NAME]**

THIS DECLARATION is made this the _____ day of _____, 20____, by **[DECLARANT NAME]**, a _____ limited liability company (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property more particularly described on **Exhibit “A”** attached hereto, which property is more particularly described in Article I below; and

WHEREAS, Declarant desires to create an exclusive residential community of single family detached residential lots to be named **[COMMUNITY NAME]**; and

WHEREAS, Declarant anticipates that the single family detached residential lots will be developed in a single neighborhood; and

WHEREAS, Declarant desires to ensure the attractiveness of the community, to prevent any further impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all property within the community and to provide for the maintenance and upkeep of all residential units as provided herein, the Common Areas as hereinafter defined; and to this end, desires to subject the real properties described herein below in Article I to the coverage of the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said properties described below, and each owner thereof; and

WHEREAS, Declarant has incorporated, or will incorporate, under [North/South] Carolina law, **[ASSOCIATION NAME]** (the “Association”), as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Article I, Section One below, and such additions thereto as may be hereafter made pursuant to Article I, Section Two hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with, the real properties and be binding upon all parties having any right, title or interest in the described properties or any party thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
PROPERTIES SUBJECT TO THIS DECLARATION**

Section One: Properties. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located

in [COUNTY NAME], [North/South] Carolina, and described on Exhibit “A”.

Section Two: Additions to Existing Property. Additional property may be brought within the scheme of this Declaration provisions in the following manner:

- (a) Additional land described in Exhibit “B” which is attached hereto and incorporated herein by reference may be annexed to the existing property under Section One by Declarant, without the consent of any other Lot Owner(s) or any mortgagee, provided that said annexations must occur within ten (10) years after the date this instrument is recorded.
- (b) The additions authorized under Article I, Section Two shall be made by filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional properties (an “Expansion Amendment”), which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, or in the alternative, create an additional declaration for any portion of the additional properties.
- (c) The Declarant reserves the right to add additional covenants and easements with respect to the land owned by the Declarant described herein in Exhibit “B”. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting property to this Declaration or in a separate Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

ARTICLE II **DEFINITIONS**

Section One. “Act” means the [North Carolina Planned Community Act/South Carolina Homeowners Association Act] as contained in [Chapter 47F/Title 27] of the [North/South] Carolina [General Statutes/Code of Laws] (or as contained in any successor portion of the North Carolina General Statutes), as the same exists from time to time.

Section Two. “Assessments” shall mean and refer to the payment obligations set forth in Article V, Section One that are payable to the Association by Owners.

Section Three. “Association” shall mean and refer to [ASSOCIATION NAME], its successors and assigns and a copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits “C” & “D” respectively and incorporated herein by reference.

Section Four. “Association Documents: shall mean and refer to the Association’s Declaration, Bylaws, Architectural Design Requirements, and any other document issued by the Association for the purpose of governing the Properties, all as amended from time from time.

Section Five. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section Six. “Builder” shall mean and refer to residential homebuilders who purchase Lots from the Declarant for the construction of residential homes to be sold to Owners.

Section Seven. “Building” shall mean a residential structure constructed or to be constructed on a Lot; provided it is specifically understood that a Building shall be treated as the personal property of, or a betterment to the Lot, by an Owner.

Section Eight. “Common Area” shall mean all real property owned by the Association and all other improvements for the common use, benefit and enjoyment of the Owners. Common Areas, with respect to the property subject to this Declaration, shall be shown on the various plats recorded or to be recorded in the [COUNTY NAME] Public Registry and designated thereon as “Common Areas”, but shall exclude all Lots as herein defined, and all publicly dedicated streets, if any. “Common Area” shall include all private roads and drives shown on said plats as now recorded and as shall be hereinafter recorded in the [COUNTY NAME] Public Registry covered under Article I, Section One.

Section Nine. “Common Expense” shall mean the amount of expenditures payable by the Owners to meet the proposed budget. The Common Expenses shall include such amounts as the Board of Directors deems necessary for the operation and maintenance of the Property and shall include, without limitation, amounts for purposes set forth in Article V, Section Four, amounts for permitted reserves, and such amounts as may be necessary to make up any deficit for outstanding Common Expenses for any previous year.

Section Ten. “Declarant” shall mean and refer to [DECLARANT NAME], a _____, its successors and assigns, if such successors or assigns should acquire all of the Declarant’s interest in the Properties.

Section Eleven. “Declarant Control Period” shall mean the time period established in Article XIV, Section One, Subsection (a) of this Declaration. For purposes of this Declaration and other Governing Documents, “Declarant Control Period” refers to the period during which the Declarant shall have the right to control the Association and appoint all members of the Board of Directors.

Section Twelve. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

Section Thirteen. “[COUNTY NAME] Public Registry” shall mean and refer to the Office of the Register of Deeds for [COUNTY NAME], North Carolina.

Section Fourteen. “Member” shall mean and refer to an Owner who holds membership in the Association pursuant to this Declaration.

Section Fifteen. “Lot” shall mean and refer to any plot of land shown upon an approved site plan or any recorded subdivision map of the Properties covered under Article I, Section One,

or additional thereto, with the exception of the Common Area, and shall include all improvements thereon.

Section Sixteen. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or fee interest in any Lot which is a part of the Properties, including contract sellers, but excluding those having any interest merely as security for the performance of an obligation.

Section Seventeen. "Properties" shall mean and refer to that certain real property hereinbefore described in Article I, Section One and such additions thereto from the property described in Article I, Section Two, as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

ARTICLE III **PROPERTY RIGHTS**

Section One. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) Any rights of Assessment under the Declaration and other fees for the use of any facilities situated upon property owned by the Association;
- (b) The right of the Association to charge a reasonable admission and other fees for the use of the Common Area and any recreational facility situated thereon;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members;

No such dedication or transfer shall be effective unless an instrument signed by the Members holding two-thirds (2/3) of the total number of votes in the Association agreeing to such dedication or transfer has been recorded;

- (d) The right of individual owners to the exclusive use of driveways and parking spaces as provided in this Article;
- (e) The right of the Association to limit the number of guests of Members;
- (f) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area facilities and in aid thereof to mortgage said properties, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners and respective mortgagees hereunder;
- (g) The right of the Association to adopt, publish, and enforce reasonable rules and regulations as provided in Article IX;

- (h) The right of the Association to enter any Lot and Common Area in order to perform maintenance, alteration, or repair required herein to be performed by the Association, and the Owner of such Lot shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance notice;
- (i) The right of the Association or its representative to enter any Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and shall not be considered a trespass;
- (j) The easement rights of the Declarant reserved in Article X of this Declaration;
- (k) The rights of the Declarant reserved in Article XI of this Declaration.

Section Two. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area depicted on such maps of any property subjected to the terms of this Declaration, to the extent the same are from time to time recorded in the Office of the Register of Deeds for **[COUNTY NAME]**, [North/South] Carolina in the Association, free and clear of all encumbrances and liens, except those set forth in this Declaration and any easements of record. Following the conveyance of Common Area to the Association, Declarant shall be entitled to proration credit for all expenses of the Association incurred by the Declarant (including insurance and real estate taxes) which have not theretofore been reimbursed to Declarant. The Common Area shall be conveyed without any express or implied warranties, which warranties are hereby expressly disclaimed by Declarant.

Section Three. Status of Title of Property; Property Subject to Declaration. The Declarant represents to the Association and all the Owners that, as of the effective date hereof, the Declarant has marketable, fee simple title to the Land and that the rights and interest of all Owners in and to the Property are subject only to (i) liens for real estate taxes for the current year and subsequent years; (ii) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions including, without limitation, those set forth in this Declaration; (iii) easements and use rights, if any, reserved by the Declarant hereunder; (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the Property from time to time; and (v) the existing Mortgages of the project lender encumbering portions of the Property.

The Declaration provides a method and easement for the shared use by the Owners of Lots, and their permitted guests, of certain parking, and certain other amenities, as more particularly set forth in the Declaration.

Section Four. Limited Warranty from Declarant. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION OF CONSTRUCTION (BEING THE LATER OF SUBSTANTIAL COMPLETION UNDER THE CONSTRUCTION CONTRACT, OR THE DATE A CERTIFICATE OF OCCUPANCY IS ISSUED THEREFOR), THE DECLARANT

SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DECLARANT'S DISCRETION) ANY PORTIONS OF THE COMMON AREAS (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS) WHICH ARE DEFECTIVE.

AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DECLARANT DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE DECLARANT SHALL BE LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DECLARANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR OTHERWISE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATIONS, EXCEPT AS OTHERWISE SET FORTH IN A SEPARATE CONTRACTUAL AGREEMENT BETWEEN DECLARANT AND BUILDER.

Each Owner, in accepting a deed from the Declarant or any other party to a Lot, expressly acknowledges and agrees that this Section Four establishes the sole liability of the Declarant to the Association and the Owners related to defects in the Common Areas and the remedies available with regard thereto. At the end of the one (1) year warranty period referred to hereinabove in this Section Four, the Declarant will assign to the Association in writing all of its rights, claims, causes of action and demands which it has or which may thereafter accrue against all other people who may be responsible for the design and/or construction of the Common Areas. THIS LIMITED WARRANTY RELATES SOLELY TO THE COMMON AREAS. THE BUILDING CONSTRUCTED UPON EACH LOT IS SUBJECT TO A SEPARATE LIMITED WARRANTY PURSUANT TO THE REAL ESTATE PURCHASE AGREEMENT THEREFOR BETWEEN THE OWNER AND THE BUILDER.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section One. Every Owner and Builder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section Two. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of a Lot with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, on the happening of the following events, whichever occurs later:

- (a) the date on which Declarant, or its successors which have been assigned Declarant Rights, no longer owns any of property subject to this Declaration;
- (b) ten years from the date of recording of this Declaration; or
- (c) the date on which Declarant voluntarily surrenders its rights as Declarant, as evidenced by a written instrument, executed by Declarant, and recorded in the Registry.

Section Three. Declarant shall be entitled to appoint the entire Board of Directors while Class B membership exists.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, such assessments to be established and collected as hereinafter provided, and (3) specific assessments against a Lot(s) as provided in this Declaration (collectively, the "Assessments"). The Assessments, together with interest, late charges, costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the properties against which each such Assessment is made. Each such Assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of the Owner. If a lien has been properly filed in the [COUNTY NAME] Public Registry, it may be foreclosed as further described hereafter in Article XI. Notwithstanding anything in this Declaration to the contract, the Declarant shall have the express right, in its sole discretion, to exempt, in whole or in part, any Builder from its obligations to pay Assessments on any Lots it owns pursuant to a separate contractual agreement.

Section Two. Specific Assessments. Any expenses incurred by the Association for the benefit of less than all of the Lots may be specially assessed equitably among all of the Lots which are benefitted according to the benefit received. Any Association expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots, or by the licenses or invitees

of any such Lots, may be specifically assessed against the Lots whose occupant, licensee or invitee occasioned any such Association expenses. To the extent not inconsistent with the Act, any Association expenses which significantly disproportionately benefit all Lots may be assessed equitably among all Lots according to the benefit received.

Section Three. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, including the following: (1) the improvement, repair and maintenance of the Common Areas; (2) the maintenance, repair and reconstruction of private water and/or sewer lines (and any meters of lift stations associated therewith), private drives, driveways, walks, and parking areas situated on the Common Area; (3) the cutting and removal of weeds and grass, the removal of trash and rubbish, or any other maintenance of the Common Areas; (4) the payment of taxes and public assessments assessed against the Common Areas; (5) the payment for trash removal services benefitting all Lots; (6) the procurement and maintenance of insurance in accordance with this Declaration; (7) the employment of attorneys, accountants, and management companies to represent the Association when necessary; (8) the provision of adequate reserves for the replacement of capital improvements, including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and (9) such other needs as may arise.

Section Four. Maximum Annual Assessments. The Assessments against the Lots shall be based upon annual estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of the Association's obligations under this Declaration. Such estimated expenses may include, among other things, the following: expenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges, legal and accounting fees; any deficit remaining from a previous period; creation of reasonable contingency reserves, surplus, and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association under or by reason of this Declaration. Such expenses shall constitute the "Common Expenses." Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the **maximum annual assessment shall be \$[3,000.00] per Lot** (except that the maximum annual assessment for Lots owned by Declarant which are not occupied as a resident shall be \$300.00 per Lot). Notwithstanding anything in this Declaration to the contrary, the Declarant shall have the express right, in its sole discretion, to exempt, in whole or in part, any Builder from its obligation to pay annual assessments on any Lots it owns pursuant to a separate contractual agreement.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Membership, but subject to the limitation that any such increase shall not exceed the greater of: (i) ten (10%) percent, or (ii) the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, DC) for all cities over the preceding twelve (12) month period which ended on the previous October 1.

(b) From and after January 1 of the year immediately following the conveyance of

the first Lot to an Owner, or until increased as provided for in (a) above or (c) below, whichever last occurs, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may not fix the annual assessment at an amount in excess of the maximum annual assessment.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

Section One. Owner's Property Insurance. Each Owner shall procure and maintain in full force and effect property insurance covering the Building constructed upon any Owner's Lot, as well as all other improvement, fixtures and equipment thereon, in an amount equal to one hundred (100%) percent of the then current replacement cost thereof. Each Owner shall at the original issuance thereof and at each renewal provide to the Association a certificate of insurance for such Owner's Building. The exclusive authority to negotiate, settle and otherwise deal in all respects with a Building's insurer and to adjust losses under the Building's insurance policy provided for herein shall be that of the Owner and the Owner's Mortgagee, if said Mortgagee is so entitled. The cost of the insurance premium for the property insurance under this Article VI, Section One shall be the sole and exclusive obligation of the Owner. Each Owner, at his own expense, may obtain on his Lot, or the improvements thereon, or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, risk of loss with respect to any improvements made by an Owner upon his Lot, shall be that of the Owner. Betterments coverage or "improvements insurance" shall be secured solely by an Owner wishing such coverage of his risk of loss, and the Association shall have no liability therefor.

Section Two. The Association's Property Insurance.

(a) If the Common Areas include any insurable property, the Association will obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the Common Areas, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all Buildings constructed upon Lots and all other improvements and betterments made to Lot by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. The policy will be in an amount equal to one hundred (100%) percent of the current replacement cost of the Common Areas, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A reasonable "deductible amount" not to exceed five percent (5%) of the policy face amount may be included at the discretion of the Board of Directors if available and if a material savings, as determined by the Board of Directors in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association as a whole, without regard to the number of Owners directly affected by a loss that is later incurred,

and reserves will be established for the deductible.

(b) The name of the insured under the Association policy will be substantially as follows: "[ASSOCIATION NAME]." Loss payable provisions will be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's Mortgagee as the interests of such parties may appear. Each Owner and his respective Mortgagee, if any, will be beneficiaries of the policy in a percentage equal to the percentage interest attributable to the Lot(s) owned by such Owner. All Association policies will contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by Institutional Mortgage investors in the area in which the Property is located, and which appropriately names all Institutional Mortgage holders or their servicers in such form as requested by such Institutional Mortgage holders of their servicers.

(c) All Association policies will be written with a company holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, Bylaws or policy, contributions or assessments may be made against the Association, Owner's Mortgagee or the designees of Mortgagees; or (ii) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members. Association policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association.

(d) The Association will provide to Owners and/or Mortgagees requesting the same in writing a certificate of insurance, or a copy of the certificate of insurance, for the Association, for which the Association may charge reasonable copying costs.

Section Three. Intentionally omitted.

Section Four. Association's Liability Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability coverage covering at a minimum all of the Common Areas. Coverage limits will be in amounts generally required by private Institutional Mortgage holders for projects similar in construction, location and use to the Property; provided, however, that such coverage will be for at least one million and 00/100 (\$1,000,000.00) dollars for bodily injury, including death of persons, and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Areas and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, an endorsement will be included which precludes the insurer's denial of the claims of an Owner because of the negligent acts of the Association or another Owner. Such policy must provide that it cannot be canceled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and each holder of an Institutional Mortgage listed as a scheduled

holder of an Institutional Mortgage in the insurance policy.

Section Five. Association's Fidelity Bonds and Other Insurance. The Association may, but shall not be required to, obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Association. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Any fidelity bond that the Association shall, in its sole judgment, determine to secure will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each holder of an Institutional Mortgage listed as a scheduled holder of an Institutional Mortgage in the fidelity bond.

The Association will obtain, maintain and pay the premiums, as a Common Expense, on a policy of directors and officers liability insurance in such amounts as determined by the Board of Directors.

The Board of Directors will be authorized on behalf of the Association to obtain and maintain such other and further insurance as the Board of Directors may determine from time to time.

Section Six. Authority to Adjust Association Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for the Association will be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and Mortgagees; provided, however, that all Owners and Mortgagees having an interest in such loss will be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Lot, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Article VI, Section Six, including executing all documents required in connection therewith on behalf of the Owner.

Section Seven. Association Insurance Trustee.

(a) The Board of Directors may, from time to time, designate a third-party Trustee hereunder. The Trustee, whether the Board of Directors acting in said capacity, or a third-party designated by the Board of Directors, will serve the Association and the Owners and their Mortgagees (as their interests may appear) as provided herein. Any third-party Trustee, but not the Board of Directors acting in such capacity, will be entitled to receive reasonable compensation for services rendered which will be a Common Expense of the Association.

(b) All insurance policies obtained by the Association will name the Association and the Trustee as loss payees. Immediately upon the receipt by the Association of any insurance proceeds, the Association will endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee will not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor will the Trustee have any obligation to inspect the Property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(c) Among other things, the duties of the Trustee will be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their Mortgagees, and disburse the proceeds as hereinafter provided.

(d) Proceeds of insurance policies received by the Trustee will be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, will be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs will be paid to the Association for the benefit of all Owners and their Mortgagees, if any;

(ii) If it is determined, as provided in Section Nine below, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided; and

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever will be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements.

(e) The Trustee will not incur liability to any Owner, Mortgagee or other person for any disbursements made by it in good faith to and in accordance with the foregoing requirements.

Section Eight. Damage or Destruction to a Lot's Building. Each Owner covenants and agrees that in the event of damage in or destruction of the Building or other structures on his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved by the Declarant during the Declarant Control Period, and thereafter are approved by the Board of Directors. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition approved by the Declarant during the Declarant Control Period, and thereafter approved by the Board of Directors. Should the Owner fail to

clear the Lot of all debris and ruins and restore the Lot with attractive landscaping in keeping with the Common Areas, the Association shall have the right to have such work performed and to specially assess such Owner for the cost thereof. Such amount owed shall be a lien against the Lot. The Owner shall pay any costs which are not covered by insurance proceeds.

Section Nine. Damage and Destruction to Association Common Areas.

(a) Immediately after all or any part of the Property covered by Association insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section Nine, means repairing or restoring the damaged Common Areas to substantially the same conditions in which it existed prior to the fire or other casualty.

(b) Any such damage or destruction will be repaired; provided, however, that should more than seventy-five percent (75%) of the Common Areas consisting of the Amenities, roads and other improvements be destroyed and the Members holding one hundred percent (100%) of the total voting interest of the Association vote to disapprove the rebuilding of the Common Areas voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of disapproving such repair or reconstruction, then such reconstruction of the Common Areas shall not occur. If Common Areas are not reconstructed, all insurance proceeds will be delivered to the Association. Except as otherwise provided, any such damage or destruction in the Common Areas, will be repaired and reconstructed as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.

Section Ten. Insufficient Proceeds to Repair Damage to Association Property.

(a) If the damage or destruction for which Association insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners in sufficient amounts to pay for the repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction.

(b) Any and all sums paid to the Association under and by virtue of those Assessments provided for in subsection (a) of this Section Ten will be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee will be disbursed as provided in Section Seven above.

ARTICLE VII
INTENTIONALLY OMITTED

ARTICLE VIII **CONDEMNATION**

Section One. General. Whenever all or any part of the Property will be taken by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof and shall have the right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of such Owner's Lot and the improvements thereon; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Areas will be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Lot, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Article VIII, Section One, including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking will be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefore will be disbursed by the Trustee, as hereinafter provided in this Article VIII.

Section Two. Complete Taking. In the event the entire Property is taken by power of eminent domain, the Association's ownership of, and the members' rights in and to, the Common Areas pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed by the Trustee to the Owners in proportion, and their respective Mortgagees and other lienholders as their interests may appear. Notwithstanding, each Owner shall have the right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of such Owner's Lot and the Building and other improvements which may be located therein.

Section Three. Partial Taking of Non-Essential Areas. In the event less than the entire Property is taken by power of eminent domain and if the taking does not include any portion of the Common Areas, then the Board of Directors will be permitted to replace any nonessential improvements to the extent deemed appropriate and the Trustee will disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section Four. Partial Taking of Essential Areas. In the event less than the entire Property is taken by power of eminent domain and the taking includes any portion of a Lot or the Common Areas essential to the use of any Lot, then the following shall occur:

(a) **Allocation of Award.** As soon as practicable, the Board of Directors shall, reasonably and in good faith, apportion the condemnation award between compensation, severance damages or other proceeds and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The respective amounts apportioned to the taking of, or injury to, such portion of the Common Areas affecting primarily the use or enjoyment of

one or more particular Lots and the improvements thereon (e.g. the taking of, or injury to, Common Areas immediately around one or more Lots which prevents such Lot from rebuilding their improvements or causes them to have to modify their improvements within their Lots because of changes in setbacks or otherwise), then the proceeds from such taking of, or injury to, as it affects such particular Lots shall be allocated and distributed to the Owners of such affected Lots;

(ii) The total amount apportioned to the taking of or injury to the Common Area which equally affects the Owners of all Lots (such as the taking of, or injury to, the Amenities) shall be allocated among and distributed to all Owners in proportion;

(iii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Lots that have not been taken, in proportion to their respective percentage interests as adjusted for the removal of those Owners whose Lots have been taken;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable; and

(vi) Distribution of allocated proceeds shall be made by the Association or the designated Trustee to the Owners and their respective Mortgagees as appropriate and as their interests may appear.

Section Five. Continuation and Reorganization. If less than the entire Property is taken by power of eminent domain, the Association and the ownership of the Common Areas by its members pursuant hereto shall not terminate, but shall continue. If any partial taking results in the taking of an entire Lot, the Owner thereof shall cease to be a Member of the Association and an Owner under this Declaration. The Association shall reallocate the voting rights and the undivided interest in the Common Areas appurtenant to such Lot in accordance with this Declaration.

ARTICLE IX **ARCHITECTURAL CONTROL**

Section One. Approval Required for Improvements. No improvements, alterations, repairs, changes in exterior material or color, excavation, change in grade, planting, landscaping, exterior decoration (including, without limitation, yard ornaments, figurines, statues, bird baths, houses and feeders, flags and similar items) or other work which in any way alters any Lot or the exterior improvements located thereon from their natural or improved state existing on the date such Lot was first conveyed in fee to an Owner other than Declarant or Builder shall be

commenced, erected, or maintained upon any Lot, and no building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, or removed, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location, in relation to surrounding structures and topography, and as to compliance with the Architectural Design Guidelines by the Architectural Control Committee ("ACC").

Notwithstanding the foregoing: (i) temporary seasonal exterior decorations shall not require the prior approval of the ACC, but if any such decorations are determined, in the sole discretion of the ACC, to be distasteful or otherwise disruptive to the aesthetics or visual harmony of the community, the ACC may require the prompt and permanent removal of such decorations; (ii) any improvements erected or maintained upon any Lot prior to the recording of this Declaration shall not require the prior approval of the ACC, but if any such improvements are determined, in the sole discretion of the ACC, to be distasteful or otherwise disruptive to the aesthetics or visual harmony of the community, the ACC may require the prompt and permanent removal of such improvements; (iii) Declarant may improve and develop the Properties, including the Lots, as Declarant chooses, without the prior written approval of the ACC, so long as said development follows the general plan of development of the Properties from time to time approved by the appropriate governmental authority; and (iv) Declarant may provide vested approval(s) for certain floorplans and/or elevations submitted by a Builder and/or waive any review fees associated therewith, and once granted by Declarant, and provided that the applicable plans do not subsequently change, any such vested approval(s) shall be irrevocable and binding on the ACC, the Board of Directors, and the Association as to any Lots owned by Builder or subject to any contract to purchase or option to purchase of Builder.

If an Owner neglects or fails to promptly remove any such decorations and improvements at the request of the ACC, the Association may effect such removal. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times for such purpose, and the cost of such removal shall be added to and become a part of the Assessment to which such Lot is subject.

Section Two. Composition of the Architectural Control Committee. Until the date that is three (3) months after the date on which Declarant no longer owns any Lots, members of the ACC shall be appointed by Declarant. Thereafter, or at such earlier date as Declarant relinquishes in writing its right to appoint members of the ACC, the members of the ACC shall be appointed by the Board of Directors. The members of the ACC shall be appointed annually, and the ACC shall be comprised of at least three (3), and no more than seven (7), individuals, the exact number of members being designated from time to time by the body having the authority to appoint such members (Declarant or the Board of Directors, as the case may be). After the expiration of the Declarant Control Period, the members of the ACC must be Owners. In the event of death or resignation of a member of the ACC, the party or body then having the authority to appoint members of the ACC shall have full authority to designate and appoint a successor. Members of the ACC may be removed and replaced at any time, with or without cause, and without prior notice, by the party or body then having the power to appoint such members. Notwithstanding anything contained herein to the contrary, the ACC shall have the

right, power, and authority to employ and/or use the services of architects, engineers, or other professionals as it deems necessary or advisable, in its sole discretion, to carry out the duties and obligations of the ACC described herein.

Section Three. Architectural Design Guidelines. The ACC may promulgate Architectural Design Guidelines, attached hereto as Exhibit "E", as amended from time to time. The Architectural Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Properties, and are intended as a guide to assist the ACC in reviewing plans and specifications for improvements.

Section Four. Procedures.

(a) Any person desiring to make any improvement, alteration, or change described in Section One above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials, exterior colors, and location of the same, to the ACC for review. The ACC shall evaluate such plans and specifications in light of the purposes of this Article IX. The ACC may specify the level of detail to be included in the required plans and specifications, as well as the number of copies of same that shall be submitted. The ACC may set a review fee or schedule of fees from time to time for the review (or re-review) of plans or other submissions.

(b) Upon approval by a majority of the members of the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall, except as provided below, be final as to that Lot, and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with such plans and specifications, as approved, and any conditions attached to any such approval. Notwithstanding the above provisions, such approval shall expire and require re-approval following a new submittal process if construction is not commenced within thirty (30) days after approval, unless additional time is allowed by the ACC. As a condition to the granting of approval of any alteration request made under this Article IX, the Association may require that the Owner(s) requesting such change be liable for any cost of maintaining, repairing, and insuring the approved alteration. If such condition is imposed, the Owner(s) shall evidence consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Owner(s), and any subsequent Owner(s) of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree that the cost of maintaining, repairing, and insuring such alteration shall be part of the annual assessment or charge set forth herein, and subject to the lien rights described herein.

Section Five. Limitation of Liability. No member of the ACC shall be liable for claims, causes of action, or damages (except where occasioned by willful misconduct of such member) arising out of or in connection with services performed hereunder. Neither the ACC nor the members thereof, nor the Association nor the members thereof, nor the Declarant, nor any officers, directors, members, employees, agents, or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approvals, or to any Owner: (a) by reason of mistake in judgment, negligence, misfeasance, malfeasance, or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications or the exercise of any power or right provided for in this Declaration; or (b) for any defects in any plans or specifications approved by the ACC, or for any structural defects in any work done according to such plans or specifications. The approval of plans and specifications by the ACC shall not be deemed or construed as a representation or warranty of the ACC, the Association, or Declarant, or any officer, director, member, employee, agent, or affiliate of any of them: (i) that improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations; or (ii) as to the structural soundness, quality, durability, suitability, fitness, or proper functioning of improvements constructed in accordance with such plans and specifications; and any responsibility or liability therefor is hereby expressly disclaimed. Every person who submits plans and specifications and every Owner agrees not to bring any action or suit against Declarant, the Association, the ACC, or the officers, directors, members, employees, agents, or affiliates of any of them to recover any such damages, and hereby releases, demises, and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, misfeasance, malfeasance, or nonfeasance as described above, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE X **MAINTENANCE**

Section One. Responsibility of Association. Except as specifically provided to the contrary herein, the Association will maintain the Common Areas in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Areas. In addition, the Association will repair or replace all parts of the Common Areas. In addition, the Association will be responsible for maintaining any retaining walls installed by the Declarant or a Builder, if that retaining wall (1) encumbers multiple Lots or (2) encumbers one (1) Lot and one (1) or more Common Area parcels. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense.

Section Two. Access to Lots. The Declarant, Association, or Builder will have the irrevocable right, to be exercised by the Board of Directors or its agent, which term includes the Association manager, to have reasonable access to each Lot from time to time, to undertake such action as it may determine, but for which it has no obligation, or for which it may be requested, to prepare and secure a Building in anticipation of storm or hurricane, provided the Association shall be under no obligation to an Owner to do so; and for the inspection, maintenance, repair or replacement of any of the Common Areas accessible therefrom, or for making emergency

repairs therein necessary to prevent damage to the Common Areas or Lots. In addition, the Declarant, Association, or Builder shall have the right to enter upon each Lot, from time to time, for purposes of performing typical landscape maintenance services, including but not limited to the cutting and removal of weeds and grass, the removal of trash and rubbish, or any other maintenance of the Common Areas. Nothing in the foregoing shall constitute a trespass on behalf of the Board of Directors, the Association, or agents thereof.

Section Three. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article X, Section Three is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or the Owner's pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Lot are subject. Each Owner will maintain, repair, or replace at his own expense all the Building and other improvements upon the Lot which may become in need thereof. Further, each Owner will, at his own expense, maintain, repair and replace, when necessary, the heating and air-conditioning condensers and other such exterior appurtenances to such Owner's Building whether or not located within such Owner's Lot. Each Owner shall keep the exterior of his Building and other improvements in a neat, well maintained condition, as determine by the Board of Directors in its sole discretion. If the Owner does not make those repairs to his Building and/or other improvements required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and the Lot owned by such Owner as a specific assessment. In the event an Owner's Building is severely damaged by catastrophic event, such Owner shall commence to either repair and/or rebuild such Building or tear down the Building and grade and landscape the Building site within three (3) months of such catastrophic event. Should Owner fail to tear down its Building and grade and landscape the Building site or fail to commence reconstruction and repair of the Building within such three (3) month period, the Association shall have the right to tear down the Owner's Building and to grade and landscape the Building site and the cost thereof will be assessed against the Owner and the Lot owned by such Owner as a specific assessment.

Section Four. Access, Ingress and Egress. All Owners, by accepting title to a Lot, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress will be limited to roadways, sidewalks and walkways located within the Property from time to time, provided that pedestrian and vehicular access to and from all such property will be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to install and maintain electronic gates controlling vehicular access to and from the Property, provided that reasonable steps are taken to facilitate the access of all Owners, guests, and other invitees. Neither the Declarant nor the Association will be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Property in accordance with the foregoing. The Declarant shall be responsible for petitioning the NC Department of Transportation (NCDOT) for acceptance of the subdivision roads. The Association shall be responsible for the maintenance of the subdivision roads as required under the Minimum Construction Standards identified in the latest edition of the NCDOT Subdivision Roads manual, until such time as the roads are accepted by the NCDOT

for state maintenance.

Section Five. Declarant's Right to Develop. Notwithstanding anything herein contained to the contrary, the Declarant hereby reserves unto itself, its successors and assigns, the right and option to control any gate to the Property and to leave the gate in an open position for the unobstructed and uncontrolled passage of construction vehicles for persons engaged in both infrastructure and building construction activities. The within right, if exercised, will be limited to the hours of 6 a.m. to 6 p.m. and will terminate upon expiration of the Declarant Control Period.

ARTICLE XI **LOT RESTRICTIONS**

Section One. Lots. All Lots will be, and the same are hereby restricted exclusively, for residential use, provided, however, a Lot's Building may be used as a combined residence and executive or professional office by the Owner thereof so long as no rental management activities are conducted from the Lot, or Building upon a Lot, and so long as such use does not interfere with the quiet enjoyment by other Owners and does not include visitation by clients, or unreasonable levels of mail, shipping, storage or trash requirements. No immoral, improper, offensive or unlawful use will be made of any Lot or Building, and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Property by other Owners or lessees of Owners, their families, invitees and guests. All Lots and the Buildings thereon or therein will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist, and no use or condition will be permitted which will increase any rate of insurance related to the Property. In addition, all Owners, guests of Owners, lessees of Owners, renters, their families, invitees and guests will abide by all rules and regulations in effect from time to time governing the use of Lots and Buildings. This section does not apply to any Lot that contains a Builder's Model Home, construction trailer(s) and/or other temporary structures by a Builder during construction of homes within the Property. Notwithstanding anything in this Declaration to the contrary, normal and customary construction activities of any Builder(s) shall not be deemed to be a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of the Owners for purposes of this Section.

Section Two. Animals and Pets. No animals, livestock, or poultry of any kind will be raised, bred or kept on any part of the Property, except that dogs, cats, or other normal household pets may be kept by the respective Owners inside their respective Buildings provided that: (i) the Board of Directors may establish reasonable rules and regulations to insure that all permitted pets are properly licensed and inoculated for rabies and other diseases for which inoculation is necessary for such pets; (ii) the Owner execute a written indemnification and hold harmless agreement in favor of the Association and the Association's management company, in form and content satisfactory to counsel for the Board of Directors, prior to bringing the Owner's pet upon the Property; (iii) permitted pets are not kept, bred, or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Property by other Owners and lessees of Owners, their families, invitees and guests; (iv) the

Board of Directors may establish reasonable rules to limit the number of permitted pets per Lot or Building; and (v) permitted pets shall be kept on a physical leash at all times when outside of a Building or fenced-in yard, and the Owner shall clean up after his permitted pets.

Section Three. Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Building or other improvements upon the Lot by an Owner, except as required by the Telecommunications Act of 1996 and implementing rules therefore issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association, and their successors and assigns, will not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Properties.

Section Four. Leasing of Lots. An Owner of a Lot will have the right to lease or rent his Lot and the Building upon such Lot for a period of no less than six (6) months, subject to applicable local ordinances, provided, however, that no rental management activities may be conducted from the Lot or the Building, and provided that all leases and rental contracts will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the Lot by this Declaration. The Board of Directors shall have the right to approve the form of all such leases and rental contracts, and any Owner leasing or renting his Lot shall provide to the Association for approval a copy of the executed lease or rental contract prior to its commencement. Occupancy by a tenant or renter under any such approved form of lease or rental contract is subject to continuing approval of the Board of Directors thereunder, which may be removed at any time by the Board of Directors for any violation by any such tenant or renter of the rules and regulations of the Association.

Section Five. Parking of Motor Homes, Trailers, Boats, etc. All vehicles shall be parked on a developer installed or ACC approved parking structure, or in parking spaces within the Common Areas. The Board of Directors shall have the power to define and impose Association rules and regulations prohibiting or otherwise controlling the storage or parking upon any portion of the Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, golf cart, motorized bicycle, motorized go-cart, or any other related forms of transportation devices, provided, however, the Association's rules regarding storage or other parking must not allow such mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper or trailer, boat or other watercraft, boat trailer, motorcycle, golf cart motorized bicycle, motorized go-cart, or any other related forms of transportation devices to be visible from the adjoining street. This section does not apply to any construction trailer(s) or other temporary structures and/or related equipment used by a Builder during construction of homes within the Property.

Section Six. Signs. Except as may be required by law or by legal proceedings, no signs, flags, banners, or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any Building window, or within a Building and viewable through any window, or on the

exterior of any improvements, or on any unimproved portion of property located within the Property, without the express written permission of the Declarant during the Declarant Control Period, and thereafter without the express written permission of the Board of Directors. The approval of any signs, flags, banners, and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the party entitled to approve the same and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Article XI, Section Seven shall not apply to the Declarant or to any person having the prior written approval of the Declarant. In addition, the Declarant and/or Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with **Architectural Design Guidelines** adopted therefor and approved by the governmental authority with jurisdiction thereof. Notwithstanding anything herein to the contrary, Declarant may authorize any Builder to place signs, flags, and banners on the Property in connection with construction, sales, leasing, resales, and other marketing activities.

ARTICLE XII **EASEMENTS**

Section One. Encroachments. If any portion of the Common Areas encroach upon any Lot or as a result of variances from the Site Plan and/or Survey, an easement will exist for the encroachment and for the maintenance of the same so long as the improvements comprising a portion of the Common Areas continue to encroach upon such Lot(s). If the improvements comprising a portion of the Common Areas will be partially or totally destroyed as a result of fire or other casualty or a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Areas upon any Lot(s) due to such rebuilding, will be permitted, and valid easements for such encroachments and the maintenance thereof will exist so long as the improvements remain.

Section Two. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the Property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna or CATV system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity, and other forms of telecommunication and technology cabling, now existing or developed in the future. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Property. In addition, the Board of Directors will be entitled to grant additional permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property.

Section Three. Easement for Construction. Notwithstanding anything herein to the contrary, Declarant and Builder and persons designated by the Declarant or Builder will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Property; to use portions of the Common Areas and any Lots owned by the Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property; and to maintain and correct drainage of surface, roof or storm water.

Section Four. Intentionally omitted.

Section Five. Easement for Inspection by Declarant. Notwithstanding anything herein to the contrary, Declarant and persons designated by the Declarant will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Property; as well as an easement for reasonable access to each Lot as the Declarant may find desirable, for the inspection of the whole or any portion of the Property, its Lots, the Buildings thereon or therein, the Common Areas, the components and structural parts thereof, as well as their maintenance requirements and the maintenance performed thereon to the date of any such inspection. Nothing herein shall require the Declarant to perform any such inspection, but if the Declarant does undertake any such inspection, Declarant shall provide to the Board of Directors a copy of its findings or the inspection report produced therefrom. Nothing herein shall prohibit the Board of Directors from engaging a professional inspector to perform an annual maintenance audit as part of the Board of Director's annual budgeting process.

Section Six. Easement for Sales Purposes. Declarant and Builder and persons designated by the Declarant or Builder will have an easement to maintain one or more sales offices, management offices, and models throughout the Property, and to maintain one or more advertising signs on the Common Areas while the Declarant or Builder is selling Lots in the Property, or any contemplated expansion thereof. Declarant and Builder reserves the right to place model home Buildings, management offices, and sales offices on any Lots, owned or leased by Declarant or Builder and on any portion of the Common Areas in such number, of such size and in such locations as Declarant or Builder deems appropriate. So long as Declarant or Builder will be selling Lots in the Property or any contemplated expansion thereof, Declarant or Builder will have the right to restrict the use of a reasonable number of parking spaces, for purposes including, but not limited to, the providing of spaces for use by prospective Lot purchasers, Declarant or Builder's employees, and others engaged in sales, maintenance, construction, or management activities.

Section Seven. No View Easements. No view easements, express or implied, will be granted to any Owner in connection with the conveyance of a Lot to such Owner.

Section Eight. Easement for United States Postal Service. Notwithstanding anything herein to the contrary, Declarant, the Association, the Owners, and the United States Postal Service will have an easement for the purposes of ingress and egress, installation, use, maintenance, repair, and replacement of, the designated areas within the Property which contain cluster mailboxes.

Section Nine. Emergency. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Property in any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Article XII, Section Nine will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

ARTICLE XIII
THE DEVELOPMENT PLAN FOR THE PROPERTY

Section One. Reservation of Right to Expand and Contract. Anything to the contrary contained in this Declaration notwithstanding, at any time on or before ten years from the date of recording this Declaration, the Declarant will be entitled, but not required, to expand the property which is the subject of this Declaration by including any of the property described in Exhibit "B" attached hereto, and to contract the property which is subject to this Declaration in accordance with these expansion and contraction rights as provided in Article I, Section Two, above and in this Article XIII, Section One.

(a) Contraction; Withdraw of Unimproved Common Areas. During the period in which the Class B membership exists, the Declarant is entitled to subdivide portions of the Common Areas from the Properties, upon which no Lots have been created, and to remove the subdivided portion from the application of this Declaration by filing one or more amendments to this Declaration including amendments to the Exhibits where necessary (a "Contraction Amendment"). A Contraction Amendment will be executed solely by the Declarant for itself and as attorney in fact for all Owners and shall be effective upon recording in the [COUNTY NAME] Public Registry.

Section Two. Declarant's Reservation of Right to Modify Owned Lots. The Declarant shall have the right, so long as it owns any Lot, to modify each such Lot and the Building, provided, however, the aggregate percentage interest assigned to the Lot(s) so affected will not change. The Declarant shall effect such modification for a Lot by filing an amended plat ("Lot Modification Plat"). A Lot Modification Plat will be effective upon recording such amendment in the [COUNTY NAME] Public Registry.

Section Three. Amenities; Required Expansion. Amenities may be constructed as part of the expansion of the property which is subject to this Declaration, but the Declarant shall not be required to do so. Any amenities shall be constructed at the option of the Declarant in its sole and absolute discretion, and no covenant, representation or warranty is made herein that any amenities will be constructed. No Owner will have the right to require construction or addition of any land, amenities, Lots, Buildings, or other improvements or property under any circumstances.

Section Four. Assignability of Rights. The Declarant may assign the rights reserved in this Article XIII to any person or entity by an instrument recorded in the [COUNTY NAME] Public Registry.

Section Five. Application of Declaration. Any Expansion Amendment, Contraction Amendment, or Lot Modification Plat (collectively, "Declarant Amendments") may be filed separately or in concert as one amendment. Upon the filing of a Declarant Amendment prescribed by herein, all definitions contained in the Declaration will be deemed amended to the extension necessary to cause the addition of real property and the improvements described in such amendment to be treated as fully an integral part of the property which is subject to the Declaration.

Section Six. No Consent Required. Subject to the time limit set forth in herein, the Declarant, its successors and assigns, will have the absolute right to effect an expansion or contraction of the property which is subject to the Declaration, or a modification of a Lot in accordance with this Article XIII and to file Declarant Amendments to this Declaration without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the property which is subject to the Declaration as provided in this Article XIII, each Owner, in accepting a deed to a Lot, agrees to undertake such actions and/or provide such consents as are reasonably requested, and expressly appoints the Declarant his due and lawful attorney in fact with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

ARTICLE XIV

TRANSITION PROVISION

Section One. Appointment of Directors and Officers.

(a) The Declarant shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the first of the following dates: (i) ten (10) years from the date of recording this Declaration; (ii) upon the conveyance by the Declarant, in the ordinary course of business to persons other than a successor developer, or development/construction lender for the Declarant, or successor developer pursuant to a foreclosure or deed-in-lieu of foreclosure, of one hundred percent (100%) of the property subject to this Declaration; or (iii) the date the Declarant surrenders its authority to appoint directors of the Association by an express amendment to any Declaration executed and filed of record by the Declarant. Upon the first occurrence of any one of the following events listed in this Section, the Declarant Control Period shall expire, and may thereafter be reinstated by vote of sixty-seven percent (67%) of the total votes of the Association.

(b) After the expiration of the Declarant's right to appoint under subparagraph (a) above, and notwithstanding anything contained herein to the contrary, the Declarant shall, nevertheless and so long as it holds one or more Lots included in the property, which is subject to this Declaration, have the right to appoint one (1) member of the Board of Directors.

Section Two. Special Meeting to Elect Board. Within sixty (60) days after the date on which Owners other than the Declarant become entitled pursuant to this Article XIV to elect members of the Board of Directors of the Association, the Association will call, and give not less than thirty (30) days and not more than sixty (60) days notice of, a special meeting of the Members to elect the Board of Directors. The existing board members appointed by the Declarant shall remain on the Board of Directors with full authority and control until their elected successors take office. In the event such an appointed board member is no longer able or willing to serve prior to his or her elected successor takes office, the Declarant may appoint an interim board member until such elected successor takes office.

Section Three. Cooperation. The Association will cooperate with the Declarant to the extent

reasonably requested by the Declarant during and after the Declarant Control Period, and promote the completion of construction of all improvements comprising a portion of the Common Areas, as well as the sale and marketing of unsold Lots and Buildings on the Properties.

Section Four. Controlling Provisions. In the event of any inconsistency between this Article XIV and the other provisions of this Declaration, this Article XIV will be controlling and binding on all parties having an interest in the Association or the Properties.

ARTICLE XV
INTENTIONALLY DELETED

ARTICLE XVI
GENERAL PROVISIONS

Section One. Adherence to Provisions of Declaration, Bylaws and Rules and Regulations. Every Owner who rents his Building upon a Lot, must provide to the tenant a list of the rules and regulations of the Association applicable thereto, and receive in return (if the same is not contained within the lease agreement) a signed acknowledgement that the tenant has received, understands, and agrees to comply with all Association rules and regulations, including taking corrective action when required. Such acknowledgement shall be provided by the Owner to the Association along with a copy of the lease agreement as required under Article XI, Section Four hereof. Any rental agency handling an Owner's rental must further agree to abide by the rules and regulations and will be responsible for informing persons renting through its agency of any breaches of the rules and regulations by said persons and for taking any and all necessary corrective action. Should a particular agency or person continue not to take corrective action against the renters it has contracted with, or refuse to cooperate with the Association in the enforcement of its rules and regulations or other provisions of the Association Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors. Any fines will be added to and become part of the Assessment against the Lot and the Owner.

Section Two. Amendment. Amendments to this Declaration, except Declarant Amendments set forth in Article XIII and as herein expressly provided to the contrary, will be proposed by the Board of Directors in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.

(b) Adoption. The Declaration may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Declaration upon the vote of Members holding sixty-seven percent (67%) or more of the total vote in the Association; provided, however, that if the Association will vote to amend the Bylaws in any respect, such amendment will be set forth in an amendment to

this Declaration and will be valid only when approved by Members holding sixty-seven percent (67%) or more of the total vote in the Association.

(c) Nondiscrimination. Irrespective of the foregoing, no amendment will (i) alter the percentage interest applicable to each Lot (except as permitted in accordance with provisions hereof); or (ii) discriminate against any Owner or against any Lot or class or group of Lots, unless in each instance all Owners adversely affected thereby expressly consent thereto in writing.

(d) Necessary Amendments. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary during the Declarant Control Period in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement provisions of this Declaration that are defective, missing or inconsistent with any other provision thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without requiring the vote of the Members.

(e) Recording. A copy of each amendment provided for in this Article XVI will be certified by the Association as having been duly adopted and will be effective when recorded.

(f) Approval of the Declarant. In recognition of the fact that certain provisions of this Declaration are for the benefit of the Declarant, no amendment in derogation of any right reserved or granted to the Declarant by provisions of this Declaration may be made without the written approval of the Declarant and any attempt at such shall be a nullity and without effect on the terms, provisions, rights and reservations within this Declaration until such written approval has been obtained and recorded with the amending instrument. Except with respect to Declarant Amendments, the Declarant's written consent, to be withheld in its sole and absolute discretion, shall be required for any amendment to this Declaration to be effective during the Declarant Control Period and such written consent must be attached to the instrument and recorded therewith.

Section Three. Covenants Running with the Land. All provisions of this Declaration will be construed to be covenants running with the land, and with every part hereof and interest therein, including, but not limited to every Lot and the appurtenances thereto; and each and every provision of this Declaration will bind and inure to the benefit of the Declarant and all Owners and claimants of the Association or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section Four. Enforcement. Each Owner will comply strictly with the Association Documents, as the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his Lot. Failure to comply with

any of the same will be grounds for an action to recover sums due for damages or injunctive relief or both by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, the families, invitees, or guests to use and to enjoy the Common Areas may be suspended by the Board of Directors. Failure by the Association or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter.

(a) Authority and Enforcement. Upon the violation of the Association Documents, including, without limitation, the failure to timely pay any Assessments, the Board of Directors will have the power (i) to impose reasonable monetary fines which will constitute a continuing lien as a specific assessment, (ii) to suspend an Owner-Member's right to vote in the Association, or (iii) to suspend an Owner's, or Lot occupant's right to use any of the Common Areas. The Board of Directors will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Lot's occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Lot's occupant.

(b) Procedure. Except with respect to the failure to pay Assessments, the Board of Directors will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant for violations of the Association Documents, unless and until the Board of Directors has given notice to the Owner responsible for such violation, and such Owner has been given reasonable opportunity to correct a violation that may be cured. No such notice and cure period need be given for continuing violations of the same provision in this Declaration or of the same rule or regulation of the Association. Should the Owner fail to cure the violation within the allotted time provided, the Board of Directors shall hold a hearing to determine if such Owner should be fined or if planned community privileges or services should be suspended. The Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation, and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be assessed against the Lot as a specific assessment. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured, and for any additional period thereafter, not to exceed sixty (60) days.

Section Five. Severability. All provisions of this Declaration and all of the Association Documents will be construed in a manner that complies with the laws, specifically including the Act, to the fullest extent possible. If all or any portion of any provision of this Declaration or any other Association Documents will be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision hereof or thereof, and such provision will be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

Section Six. Gender or Grammar. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" will mean this Declaration and not merely the Section or paragraph in which such term is utilized.

Section Seven. Headings. All Section headings are utilized merely for convenience and will not restrict or limit the application of the respective Sections.

Section Eight. Powers of Attorney. By acceptance of a deed or other conveyance of an interest in a Lot, all Members do hereby grant, and if further required, do agree to vote in a manner to provide to, and to ratify and confirm retention by, Declarant of Declarant's rights under this Declaration, including, without limitation, the right to amend this Declaration in accordance with the provisions hereof. In connection with this voting agreement, each Member appoints Declarant as proxy for such member with full power of substitution to vote for the Member on all such matters on which the Member may be entitled to vote, and with respect to which there is a reservation or designation of voting rights in Declarant under this Declaration, and with all powers which the member would possess if personally present at any meeting of Members. Such appointment will be, upon acceptance of a deed or other conveyance by the Member and without the necessity of further action by the Declarant or the member, a power coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the [COUNTY NAME] Public Registry. This irrevocable proxy will automatically terminate upon the termination of the Declarant Control Period. The within voting agreements and proxy are in addition to, and not in substitution of, all rights of Declarant herein provided, which will run with the land.

Section Nine. Lot Deeds. In accepting a deed to any Lot, the grantee will be deemed to have accepted and agreed to all terms and conditions contained in this Declaration and the Exhibits, as amended, and further agrees to execute any and all documents reasonably requested by the Declarant or the Association from time to time to expressly evidence the foregoing.

Section Ten. Conflicts. In the case of any conflict between the Declaration and other Association Documents, the Declaration shall control. In the case of any conflict between the Declaration and any required term or condition imposed by the laws of [North/South] Carolina upon the Association and/or the governance of the Association, the provisions of the law shall control.

ARTICLE XVII **EXHIBITS**

Section One. Exhibits Attached. The following Exhibits are attached hereto and incorporated verbatim in this Declaration by reference as fully as if set forth herein.

Description

Identification

Description of Property	A
Description of Expansion Property	B
Articles of Incorporation of Association	C
Bylaws of the Association	D
Architectural Design Guidelines	E
Architectural Review Application	F

Exhibit "A"

Description of Property

Exhibit "B"

Description of Expansion Property

Any and all property located within a 5-mile radius of the property as described in Exhibit "A" that is owned by the Declarant.

Exhibit "C"

Articles of Incorporation

Exhibit "D"

**BYLAWS
OF
[ASSOCIATION NAME]**

**BYLAWS
OF THE
[ASSOCIATION NAME]**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is [ASSOCIATION NAME], hereinafter referred to as the “Association.” The principal office of the Association shall be located at such places as designated by the Board of Directors from time to time.

**ARTICLE II
DEFINITIONS**

Section 1. “Association” shall mean and refer to [ASSOCIATION NAME], its successors and assigns.

Section 2. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. “Declarant” shall mean and refer to [Declarant name], a [North/South] Carolina limited liability company, its successors and assigns, if such successors or assigns should acquire all of the Declarant’s interest in the Properties.

Section 5. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for the [Subdivision name] applicable to the Properties recorded in the Office of the Register of Deeds of [County] County, [North/South] Carolina.

Section 6. “Director” shall mean and refer to a member of the Board of Directors.

Section 7. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, and shall include all improvements thereon.

Section 8. “Majority” shall mean those votes, Owners, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Section 9. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III MEETING OF MEMBERS

Section 1. Place of Meetings. Meetings of the Association shall be held in such place as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within 60 days after the date on which Owners other than the Declarant become entitled to elect members of the Board of Directors pursuant to Article XIV of the Declaration. Subsequent regular annual meetings shall be on a date and at a time set by the Board of Directors.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by any two (2) Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A or Class B membership; provided, however, that any meeting called by the Members shall first be brought to the Board of Directors, after which the secretary shall notify each Member in accordance with the notice provisions of these Bylaws.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, postmarked not less than ten (10) calendar days nor more than sixty (60) calendar days in advance of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present, the Members entitled to vote thereat shall have power to adjourn the meeting, without notice other than an announcement at the meeting, and additional meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership, or trust, through any officer, director, partner, or trustee duly authorized to act on behalf of the Member) or by proxy. All proxies shall be in writing and filed with the secretary prior to the date and time scheduled for any meeting for which a proxy is to be used. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving the proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or 11 months from the date of the proxy, unless a shorter period is specifically provided in the proxy.

Section 7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or the Member's proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 8. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by a Majority of Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Section 9. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by an initial Board of three (3) Directors who need not be Members of the Association (the "Initial Directors"). The Board shall at all times be comprised of no less than three (3) and no more than seven (7) individuals. The names and addresses of the persons who are to act in the capacity of Initial Directors until the selection of their successors are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS OF INITIAL OFFICER</u>
	President	
	Vice-President	
	Secretary/Treasurer	

At the first meeting to elect the new Board of Directors, the Members shall elect Directors in a combination of one- and two-year terms, such that the total number of Directors is an odd number, and at each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of Directors whose terms are expiring. All Directors elected to serve on the Board of Directors, with the exception of the Initial Directors and Directors entitled to be appointed by Declarant, shall be Members of the Association.

Section 2. Term of Office. At the first meeting to elect the new Board of Directors, the Members shall elect one (1) Director for a term of two (2) years, and the remaining Directors shall be elected for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of Directors whose terms are expiring.

Section 3. Removal. Any Director elected by the Class "A" Members may be removed, with or without cause, by Members holding a majority of the votes entitled to be cast for his or her election, at a meeting called for the purpose of removing that Director. Upon removal of a Director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Class "A" Members who has three or more consecutive unexcused absences for meetings of the Board of Directors may be removed by a majority vote of the Board of Directors present at a regular or special Board of Directors' meeting at which a quorum is present, and the Board of Directors may appoint a successor Director to fill the vacancy for the remainder of the term.

In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Any Initial Director, or Director appointed by the Class "B" Member, may be removed by the Class "B" Member with, or without cause, by majority vote of the Class "B" Member. For as long as the Class "B" Member holds the power to appoint Directors pursuant to the Declaration, the Class "B" Member may appoint a successor Director to fill the vacancy created by the removal of the Class "B" Director for the remainder of the term.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the Directors shall determine. Regular meeting may be held virtually at the sole discretion of the Board of Directors, and any votes cast at such meeting may be performed electronically via email.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors. Special meeting may be held virtually at the sole discretion of the Board of Directors, and any votes cast at such meeting may be performed electronically via email.

Section 3. Notice; Waiver of Notice. Notice of the time and place of a regular meeting shall be communicated to Directors not less than four (4) calendar days' prior to the meeting. Notice of the time, place, and purpose of a special meeting shall be communicated to Directors not less than 48 hours prior to

the meeting. No notice needs to be given to any Director who has signed a waiver of notice or a written consent to the holding of the meeting. The notice shall be given to each Director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (iv) telecopy or electronic transmission with confirmation of receipt. All such notices shall be given based on the Director's contact information on record with the Association.

Notice of a meeting shall be deemed given to any Director who attends the meeting without protesting before or at commencement about the lack of adequate notice.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. Participation in a meeting telephonically or via videoconference shall constitute presence in-person at such meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting, and additional meetings may be called subject to the same notice requirement.

Section 5. Action Without a Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting if written consent specifically authorizing the proposed action is signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt via resolution and publish rules and regulations governing the use of the Common Areas and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; provided, however, a Member's right to the use of Common Areas may be suspended for ongoing violations of the published rules and regulations for as long as the violation remains uncured.
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, a management company, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

- (f) any and all other powers contemplated by or specified in the Declaration necessary for the administration of the Association's affairs.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) prepare and adopt, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levy and collect such assessments from the Owners;
- (c) provide for the operation, care, upkeep, and maintenance of portions of the Property for which the Association is obligated;
- (d) designate, hire, supervise, and dismiss all officers, agents, and employees necessary to carry out the rights and responsibilities of the Association, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) deposit all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- (f) make and/or amend use restrictions and rules in accordance with the Declaration;
- (g) open a bank account on behalf of the Association and designate the signatories required;
- (h) enforce by legal means the provisions of the Governing Documents;
- (i) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (j) keep books with detailed accounts of the receipts and expenditures of the Association;
- (k) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (l) any and all other duties contemplated by or specified in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors; a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office until a successor is chosen, unless he shall sooner resign, shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time, giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. A person may hold more than one office, except the offices of president and secretary.

Section 8. Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and absent some resolution from the Board of Directors specifying otherwise, shall co-sign all checks and promissory notes.

Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Directors.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; absent some resolution from the Board of Directors specifying otherwise, he shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other

committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: **[ASSOCIATION NAME]**.

ARTICLE XII AMENDMENTS

Section 1. By Class "B" Member. Until the expiration of the Declarant Control Period, the Declarant may amend these Bylaws at any time, in its sole discretion.

Section 2. By Board of Directors or Members. These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, is such exists.

ARTICLE XIV MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed.

Section 3. Except as may be modified by the Board, Roberts Rules of Order (current edition) shall govern the conduct of Association proceedings and meetings.

CERTIFICATION

I, the undersigned, do hereby certify;

That I am the duly elected and acting Secretary of the **[Association name]**, a North Carolina nonprofit corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ___ day of _____, 2023.

Secretary (SEAL)

Exhibit "E"

ARCHITECTURAL DESIGN GUIDELINES

[ASSOCIATION NAME]

ARCHITECTURAL STANDARDS, CRITERIA, AND DESIGN REQUIREMENTS

I. ARCHITECTURAL CONTROL COMMITTEE (“ACC”)

A. PURPOSE

The Declaration of Covenants, Conditions, and Restrictions for **[COMMUNITY NAME]** recorded in the **[COUNTY NAME]** Public Registry (as amended and/or supplemented from time to time, the “Declaration”) provides for the establishment of the **[ASSOCIATION NAME]** (the “Association”) and attempts to ensure that the quality of the planned community known as **[COMMUNITY NAME]** (the “Community”) will be maintained.

Pursuant to the Declaration, the Architectural Control Committee shall seek to ensure that all Subsequent Lot Improvements (as hereinafter defined) in the Community comply with Article IX (Architectural Control) of the Declaration and these Architectural Standards, Criteria, and Design Requirements (“Architectural Design Guidelines”). The Board of Directors (hereinafter referred to as the “Board”) is responsible for administering the covenants of the Declaration and providing administrative support to the ACC. All capitalized terms used but not defined in these Architectural Design Guidelines shall have the meanings given such terms in the Declaration.

B. AUTHORITY

The ACC is authorized to act under Article IX (Committees) of the Bylaws of the Association.

C. MEMBERS

Members of the ACC shall be selected by the body having the authority to appoint such members under the Declaration.

D. MEETINGS

The ACC shall meet as necessary to review Applications (as hereinafter defined) and provide to the Board recommendations pertaining to these Architectural Design Guidelines, but in no event shall meet less than once annually.

E. RESPONSIBILITIES

The Board shall adopt and enforce standards:

1. Governing the form and content of an Application;
2. Establishing the procedure for the review of an Application;
3. Establishing guidelines for: design features, architectural styles, exterior colors and materials, details of construction, location and size of all structures, landscaping, and all other matters requiring ACC approval;

4. Establishing policies, procedures, and guidelines governing use of the Common Area and Properties in accordance with the Declaration; and
5. Relating to any other responsibilities as determined by the Board from time to time.

F. LIMITATION OF LIABILITY

Any and all liability or responsibility arising out of or in connection with services performed by the ACC is expressly disclaimed in accordance with the terms of the Declaration.

G. ACC POLICIES

The ACC seeks to foster thoughtful design so that there is harmony among surrounding structures, topography, and the general plan of development of the Community. The ACC shall evaluate each Application on its own merits; however, ACC approval of Subsequent Lot Improvements on any Lot shall not be deemed to be a waiver of the ACC's right to object to the same or similar improvements on another Lot.

H. ACC APPROVAL REQUIRED FOR IMPROVEMENTS

The Declarant retains the absolute right to determine the style and appearance of the initial construction on any Lot, including without limitation, any storage sheds, accessory buildings, garages, fences, walls, mailboxes, lawn decorations, structures of any type, grading, landscaping, and any other improvements to be built or constructed on any Lot until the issuance of a Certificate of Occupancy for the Building constructed on any such Lot (hereinafter individually and collectively referred to as the "Initial Lot Improvements").

After occupancy of a Building as a residence pursuant to a Certificate of Occupancy, no Lot improvements (including, without limitation, replacement of any Initial Lot Improvements) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Initial Lot Improvements), nor shall a building permit for such Lot improvements or change be applied for or obtained, nor shall any landscaping (other than replacement of grass, plants or trees) or re-landscaping of any Lot be commenced or made (hereinafter individually and collectively referred to as the "Subsequent Lot Improvements") until an application in the form required under the Declaration and incorporated herein by reference (the "Application Form") and all plans and specifications showing the nature, kind, shape, heights, materials, color and locations of the same, as submitted with the application or requested by the ACC (the Application Form and all plans and specifications and other documentation or material submitted in connection with the Application Form being hereinafter referred to singularly as, an "Application", and in the plural as, "Applications") shall have been submitted to and approved in writing by the ACC.

The ACC may disapprove an Application, and/or may require specific changes to an Application in order to provide approval for any reason (including, without limitation, purely aesthetic reasons) as determined in the sole discretion of the ACC. In addition, the ACC shall have the right to request additional information if, in its sole opinion, the original submission is incomplete or insufficient, and an Application shall not be deemed "submitted" or "complete" until such time as the ACC determines in its sole discretion.

I. TIME LIMITS

All Subsequent Lot Improvements shall be completed within thirty (30) days from approval by the ACC, unless additional time is allowed by the ACC. However, the ACC may also establish a more specific time for completion as a condition of its approval of an Application.

The ACC shall have thirty (30) days after receipt of a *complete* Application to present its findings regarding such Application. If the ACC disapproves an Application within thirty (30) days after receipt of a *complete* Application, the Owner may appeal said decision to the Board. In the event the ACC fails to approve or disapprove an Application within thirty (30) days after receipt of a *complete* Application, including all information requested for their consideration and review, the ACC shall be deemed to have accepted the Application.

The ACC shall have the right to charge a reasonable fee for receiving and processing each Application.

J. INSPECTIONS

The ACC may make inspections while construction is in progress to determine compliance with the approved Application, these Architectural Design Guidelines, the Regulations (as hereinafter defined) and the provisions of the Declaration. The submission of an Application shall be deemed to authorize the ACC or any agent of the ACC to perform such inspections.

K. JOB SITE CONDITIONS

1. All job sites shall be kept in a neat and orderly condition and in accordance with all rules, regulations, guidelines, policies, procedures or requirements as may be adopted, imposed, amended, modified, or established by the Declarant and/or the Board from time to time, and the local ordinances, with the more restrictive rules and regulations prevailing (collectively, the "Regulations").
2. Construction hours are subject to, and all construction operations must be performed in accordance with, the Regulations.

L. ACC APPROVAL

Upon written approval by the ACC, a copy of an Application bearing such written approval shall be returned to the applicant. Approval of any Application shall be final and the approval may not be thereafter reviewed or rescinded, subject to compliance with all terms and conditions of approval, these Architectural Design Guidelines, the Declaration, and the Regulations.

M. VIOLATIONS

Upon any non-compliance or violation of any of the terms and conditions of any approved Application, these Architectural Design Guidelines, the Declaration, and/or the Regulations, the Board shall have the right to enforce its policies as set forth in these Architectural Design Guidelines and Article IX (Architectural Control) of the Declaration by means specified in the Declaration, including an action in a court of law, to ensure compliance.

N. APPLICATIONS

Applications must be submitted to the ACC.

1. **Site Plan.** Each Application must include one (1) copy of the property survey, or site plan, showing the location of existing structures, easements, and the boundaries of the property. Proposed changes or additions should be indicated, including dimensions and distances from the house and adjacent properties.

2. **Materials and Color.** Samples of the materials and colors to be used and an indication of existing colors and materials should be provided. In most cases, a statement that the proposed wall, for example, is to be painted to match the color of the existing house or its trim is sufficient. Where materials or colors are compatible but different from those of the existing structures, samples or color chips should be submitted for clarity.

3. **Drawings and Photographs.** A graphic depiction of the request should be provided. This may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal.

4. **Other Approvals.** After receiving approval from the ACC, a permit may be required from the County of [COUNTY NAME] or other governmental authorities. The applicant must determine whether this requirement applies to the requested modification. If any such permit is required, the applicant must procure the same before commencing any work.

O. **AMENDMENT.** These Architectural Design Guidelines may be amended from time to time in accordance with the terms and procedures set forth in Article XVI, Section Two of the Declaration.

II. ARCHITECTURAL STANDARDS, CRITERIA, AND DESIGN REQUIREMENTS

The following are Board approved standards, criteria, and design requirements. No restrictions included in the Declaration and/or applicable zoning laws and not listed here have been waived by the Board and/or the Association.

A. KEY ARCHITECTURAL GUIDELINES

The ACC evaluates all submissions based on the individual merits of the Application, which includes consideration of the characteristics of the individual site and Lot size. What may be an acceptable design for one Lot may not be acceptable for another Lot. The following guidelines are general in nature, and unless otherwise stated elsewhere herein, apply to all of the Lots in the Community.

1. **Conformance with Covenants.** All Applications are reviewed to ensure that the request conforms with all requirements of the Declaration and the requirements contained herein.

2. **Validity of Concept.** The basic idea of the proposed alteration requested must be sound and appropriate to its surroundings and neighbors.

3. **Design Compatibility.** The proposed alteration must be compatible with the architectural

characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color characteristics, and construction details.

4. Location and Impact on Neighbors. The proposed alteration should relate favorably to the landscape, the existing structure, and the neighborhood. Primary concerns are access, view, sunlight, and drainage. For example, fences or landscaping may obstruct drainage, or access to neighboring properties and decks or larger additions may infringe on a neighbor's privacy.

5. Scale. The size of the proposed alteration should relate well to the adjacent structures and its surroundings.

6. Color. Color may be used to soften or intensify visual impact. Parts of an addition that are similar to the existing house, such as roofs and trim, should match. Like colors of adjacent homes should not be used. No permission or approval is required to repaint if applicant is keeping the original approved color scheme.

7. Materials. Continuity is established by use of the same or compatible materials as were used in the original house. For example, an addition with vinyl siding may not be compatible with a stucco house.

8. Workmanship. Good workmanship is essential. The quality of work should be equal to or better than that of the existing improvements.

B. SPECIFIC ARCHITECTURAL CRITERIA AND REQUIREMENTS

The following criteria and requirements are more specific than the foregoing general guidelines and represent areas over which the Board prefers to maintain more control.

1. Foundations. Slabs on grade are permitted but must comply with all ordinances, regulations, or other requirements of [COUNTY NAME].

2. Square Footage. As may be required by local ordinance and/or applicable zoning laws.

3. Windows and Doors

a. Unless installed by Declarant, or Builder, at the time of original home construction, bright-finished or bright-plated (other than white) metal exterior doors, windows, window screens, louvers, exterior trim or structural members shall not be permitted without the prior consent of the ACC.

b. The use of reflective tinting or mirror finishes on windows is prohibited.

c. Security bars on windows or doors are prohibited.

4. Exterior Walls

a. Samples of all sidings must be submitted to the ACC for approval.

The use of the following materials may be approved to the extent allowed by local ordinance and/or applicable zoning laws:

1. Stucco
2. Stone (natural or synthetic)
3. Brick
4. Wood and Cementitious Siding
5. Dryvit
6. Vinyl Siding – only if main structure currently has vinyl

The following is a (non-exclusive) list of inappropriate materials:

1. Rough-Sawn Wood Siding
2. T-111 Siding
3. Aluminum Siding

The ACC reserves the right to evaluate and approve or disapprove new materials as they are introduced to the market.

- b. In general, exterior colors should be muted. Most paint manufacturers have “traditional” color charts from which selections should be made. All exterior colors and materials must be approved by the ACC, unless conforming with original colors and color scheme of the house. Exterior colors that, in the opinion of the ACC would be inharmonious, discordant and/or incongruous to the Community shall not be permitted.
4. **Roofs**
 - a. Roof colors shall be an integral part of the exterior scheme of a Building.
 - b. No change in color or existing roofing material shall be permitted without the approval of the ACC. Roofing material must be either asphalt or fiberglass shingles, with a minimum 25-year warranty.
5. **Chimneys.** Chimneys may be constructed with siding to match the house or otherwise shall be constructed with brick or stone.
6. **Solar Panels.** Solar panels shall be reviewed on an individual basis, and if approved by the ACC, must be installed in a position and manner as to not be not visible from areas of common or public access.

[FOR NC ADD THIS LANGUAGE]

Notwithstanding anything herein to the contrary, an Owner whose application for solar panels is approved by the ACC shall: (i) be responsible for all damages caused by the installation, existence, or removal of solar collectors; and (ii) hold harmless and indemnify the Association for any damages caused by the installation, existence, or removal of solar collectors. The Association shall not be responsible for maintenance, repair, replacement, or removal of solar collectors unless expressly agreed in a written agreement that is recorded in the Registry.

7. **Attic Vents, Skylights, Gutters, and Downspouts**

- a. Attic vents or other improvements on the roof should be as small in size as functionally possible and should be painted to match the roof color. They should be located generally on the area of the roof least visible from the street, and not extend above the ridgeline, unless as may be required by building code. The ACC must approve all roof protrusions.
- b. Gutters and downspouts shall either match or contrast the house and shall be as inconspicuous as possible. Run-off must not adversely affect the drainage on adjacent properties. All gutters and downspouts must be approved by the ACC.

8. Patios, Patio Enclosures, and Decks

- a. Patio enclosures are an extension of a house and may have a significant impact on its appearance. All enclosures should be designed to conform to the architecture of the house. Color and materials should be compatible with the house to which it is attached and with surrounding houses. All patio enclosures must be approved by the ACC. Screened enclosures shall not be permitted on the front of units.
- b. The roof of the patio enclosure should conform to the roof of the house as closely as possible. All screen enclosures must have a roof compatible with the main structure.
- c. All patios, patio slabs, and courtyards, excluding those installed by Declarant or Builder at time of original house construction, must be approved by the ACC prior to installation.
- d. All decks shall be approved by the ACC, and shall be constructed on the rear of the house. Material shall be pressure-treated lumber of grade 2 or better or approved composite decking in natural colors.

9. Garages, Driveways, Walkways, and Exterior Lighting

- a. Any changes to an existing garage door must be approved by the ACC.
- b. No curbside parking areas are to be created by altering existing curb or street paving. Parking is not permitted on lawns.
- c. All proposed exterior lighting should be detailed on a request for architectural modification. No exterior lighting including, without limitation, motion sensitive lighting shall be permitted that, in the opinion of the ACC, would create a nuisance to the adjoining property owners.
- d. Driveways and walkways for Lots shall be constructed of a hard-impervious material such as concrete, brick, pavers, or stamped concrete and must be approved by the ACC. No asphalt drives or walkways will be permitted on Lots.
- e. Driveway aprons for Lots must be concrete and may not be widened without the approval

of the ACC and local governing authorities.

- f. Any proposed walkway must be approved by the ACC and local governing authorities prior to installation. This includes concrete walkways, steppingstones, or paver bricks. Walkways should be consistent with the grading of the property so as to prevent improper drainage. Walkway locations should generally be limited to the side and rear of the house. The front yard walkway is limited to natural color concrete, as installed by the Declarant, or Builder. More flexibility of materials may be allowed for walkways on the sides and rear of the house (e.g. flagstone, slate, stone, or brick).
- g. Any addition to driveways, sidewalks, patios, etc. may be subject to impervious surface requirements, which are governed by local authorities. The approval of such local authorities is a pre-requisite to ACC approval.

10. Awnings and Shutters

- a. Any proposed awning must be approved by the ACC. Awnings will only be approved for the rear of the house to cover a deck or patio. Awnings should be canvas, nylon, or other fabric in the same color as either the sides or the trim of the house. Metal, fold-down awnings and canopies are prohibited.
- b. Permanent and fixed shutters are permitted. The design, location, and color of the shutters must be approved by the ACC.

11. Permanent Barbecues, Outdoor Cooking Areas, Firepits, and Outdoor Fireplaces

- a. Permanent barbecues, outdoor cooking areas, firepits, and outdoor fireplaces may be permitted but should not be a dominant feature on the landscape and should be located so they will blend as much as possible with the surrounding area. Supplemental planting should be provided to soften the visual impact of the improvement, particularly when little or no natural background or screening is available.
- b. No permanent barbecues, outdoor cooking areas, firepits, or outdoor fireplaces may be installed without prior ACC approval, unless included in the original construction of the house by Declarant.

12. Landscaping

- a. Any proposed landscaping, including, without limitation, the following items that are commonly requested, must first be submitted to the ACC with a survey or plot plan prior to installation. Proposed landscaping must be shown on a Lot survey, which must include the house, all impervious surfaces, and existing landscaping. The following list is not all inclusive, and should there be a concern, a request should be submitted to the ACC prior to installation:
 - I. Tree Removal
 - II. Gardens (flower, water, vegetable)
 - III. Bushes and Shrubbery
 - IV. Gazebos/Pergolas
 - V. Planters
 - VI. Retaining Walls

VII. Landscape beds (natural areas)

In general, when planning landscaping for any element (including those listed above), one should limit the change in grading of the property to insure proper drainage away from the foundation as well as away from the neighboring properties. Additionally, planting of shrubs and trees should be made in such a manner that they will not impede the vision of motorists on the street nor adversely affect neighboring property owners (e.g. planting a tree too close to the property line). Also, consideration should be given to the size and height of plant materials at full maturity and its effect on neighboring properties. No plantings of any size shall be permitted within the street sight triangles at road intersections.

- b. Tree Removal: The Association would like all Owners to preserve and protect the trees on the properties in the Community. However, there will be circumstances when tree removal is necessary. It is recommended that living trees with a diameter greater than six inches when measured at five (5) feet above the ground, not be removed unless they adversely affect the Owner's or neighboring owner's home/property. Trees which are dead and/or present an imminent hazard to life or property may be taken down by the Owner without ACC approval, as the case may arise.
- c. Gardens (vegetable or water): These types of gardens should be located in the rear of the yard and out of view from the street and from neighboring properties to the extent possible. Vegetable gardens should be kept clean and clear of high-growing weeds and should be cut back during the off-season. Water gardens should be planned in such a manner as to limit the potential for accidents (e.g. drowning by small children or pets). Requests for water gardens will require that the rear yard also be fenced in.
- d. Gardens (flower): Flower gardens are highly encouraged and do not require prior ACC approval. However, if the plantings exceed 30" in height at maturity, then the types of material and placement of such must have ACC approval prior to installation.
- e. Bushes & Shrubbery: Accenting the home with bushes and shrubs can add to the street appeal of a home through color, massing and texture contrast. As with any landscaping plan, take into consideration the mature height and width of the plantings and their final placement in the yard. Provided that the mature height of the bushes or shrubs does not exceed 48" at maturity and they do not constitute a hedgerow along a property line or are not planted in the street right-of-way, prior ACC approval is not required (hedgerows must have prior ACC approval).
- f. Landscape beds: Natural areas (landscape beds) should be made in proportion to the home and property. All front yards, though, should have a minimum of 50% grassed area (some exceptions to this rule will apply on certain shaped lots and the ACC will take those circumstances into consideration). All grassed areas must be in a neat and attractive manner. All sidewalks and driveways must be edged to maintain a neat and clean appearance. All sidewalk and driveway crevices must be maintained to prevent/eliminate weed and grass growth. All landscape beds must be that of hardwood/pine black or brown mulch, or pine needles. Stone, gravel, rocks, sand, or other bedding materials may be permitted only with ACC approval.
- g. All landscaping installed with approval by the ACC must be maintained to the

standards set forth by the Board.

- h. No landscaping may be planted within any storm water management feature/facility, sight easements, or utility easements.
- i. Each Owner is responsible for verifying the location of all underground utilities prior to installation.
- j. All plantings should be well within property lines so that, with growth, plants do not infringe on a neighbor's property, sidewalks, or Common Areas.

13. Fences

- a. No fence may exist without prior ACC approval, unless installed at the time of construction by the Declarant. All Applications for fence approvals must include: i) the materials to be used; ii) the proposed height of the fence; iii) a survey of the subject property that clearly identifies the area where the fence is to be erected; and iv) a description of the fences on any adjoining Lots, if any.
- b. No fence may be constructed within any storm water management feature/facility or sight easements.
- c. The height of the fence shall not exceed six (6) feet at the highest point and shall have a six (6) feet wide gate opening to ensure accessibility of lawn maintenance crews' equipment.
- d. Each Owner is responsible for obtaining permission of installing a fence located in any utility easements with the appropriate utility companies and/or governing agencies.
- e. If a homeowner places a fence on or within 3' of their property line, a neighboring homeowner at a later date may be allowed to connect to the fencing. If a homeowner does not intend to allow a neighboring homeowner to connect to the fencing at a later date, the initial fence installation shall be placed at least 4' off the property line to allow for space between the fence and the property line for maintenance. Maintenance of the unfenced area is the sole responsibility of the homeowner that installed the fence off their property boundary.
- f. Freestanding dog runs and/or dog pens and chained dogs are prohibited.

14. Basketball Goals

- a. All basketball goals, portable and permanent pole-mounted, must be approved by the ACC. All basketball goals must be located no less than 15' from the edge of the road and placed along side of the homeowner's driveway. No basketball goals may be mounted to the residential structure.
- b. Lights for night basketball play are prohibited.
- c. Portable basketball goals are to be sufficiently secured when in use to prevent injury or property damage. No sandbags, concrete blocks, or other similar weighted materials shall

be used to secure the portable goals in place; only sand or water placed directly inside the base support shall be permitted. Portable goals should be positioned only in those locations that avoid impact to adjoining properties, streets, and personal safety.

- d. Permanent pole-mounted goals are to be placed to maximize child safety and to minimize impact to lawns and neighboring properties. Final placement will be determined by the ACC using the above guidelines.
- e. Worn nets shall be replaced or removed in order to maintain a neat appearance.
- f. Under no circumstances shall a homeowner place a basketball goal in the street, in a cul-de-sac, or on common property.
- g. As basketballs can roll onto neighboring properties, please be considerate as to the placement of the goal and consider a means to keep a basketball on your property. Depending on placement of basketball goals, landscape screening maybe required prior to ACC approval.

15. Swimming Pools

- a. Above-ground pools are prohibited.
- b. In-ground pools may be permitted, but are subject to the approval of the ACC.
- c. Portable kiddie pools, not to exceed a diameter of 6 feet and a height of 18 inches, are permitted but must be emptied and removed from the yard daily.
- d. Hot tubs must be screened from neighboring properties and must be submitted to the ACC for approval. Landscaping is the only acceptable screening for hot tubs.

16. Trash and Recycling Containers

- a. All trash and recycling containers shall be placed in the garage or an enclosed or landscaped area approved by the ACC so as not to be seen from the street except on days of garbage pick-up. Open storage refuse containers are prohibited.
- b. On the days of scheduled trash and recycling pick-up, refuse containers shall be placed near the roadway in trash and recycling receptacles. Trash cans cannot be put out sooner than the night before collection and they must be stored away by the night of collection.

17. Antennas, Flagpoles, and Mailboxes

- a. Exterior television and radio masts, towers, poles, antennas, aerials, and satellite dishes may not be erected without ACC approval. Placement and landscape buffering requirements must be determined by the ACC. If at any time the ACC guidelines regarding the foregoing are more stringent than allowed by the Federal Communication Guidelines, then the more relaxed guidelines of the Federal Communication Commission shall prevail.
- b. A flagpole for display of the United States and North Carolina flags only shall be

permitted per the [North Carolina Planned Community Act/South Carolina Homeowners Association Act]. The prohibition of model homes and sales flags does not apply to the Declarant, the Builder, or its assigns. Permanent, freestanding flagpoles are prohibited. House mounted angled flag poles require ACC approval. Flags must be attached to the house with a supporting bracket that is painted to match the house color and the pole can be removed from the mounting bracket. The pole must be removed whenever the flag is not being displayed. House flag size should be 3 (three) feet by 5 (five) feet.

- c. Satellite dishes may be no larger than 39 inches in diameter. If mounted on a roof, the dish must be painted to match the roof color. No wires may be exposed.

18. Accessory Structures, Play Equipment, and Decorative Objects

- a. Storage sheds are to be of the same or similar color scheme as the house. The shed must be in proportion to the house and lot, and incorporate the same or similar exterior materials and finishes. The ACC may require that the shed be accompanied with some landscape screening in order to buffer its impact to adjacent properties or from the street or common areas, depending on its location on the Lot. Each request for a shed shall be reviewed by the ACC on a case-by-case basis.

Sheds are to be located in the rear yard. No sheds will be permitted in the front or side yard areas. When possible, the shed may become an addition to the rear of the house. It is up to the Owner to check for easement or setback restrictions that may affect placement of the shed prior to Application submission.

Sheds are to be constructed of the same materials as the house and be permanently affixed to the ground via a concrete slab floor or footings (or as prescribed in the building code for such structures). Prefabricated, store-bought sheds will be reviewed by ACC on a case-by-case basis. Please submit a color picture or brochure and any other details describing the shed at time of Application submission.

REMINDER: Please submit an Application request and RECEIVE ACC APPROVAL BEFORE purchasing a prefabricated shed. The ACC will NOT be swayed by the fact that a shed was purchased and is awaiting ACC approval. Approval of a shed is in the sole discretion of the ACC, and the monetary risk of purchasing one prior to ACC approval is upon the homeowner.

- b. No clotheslines or similar structures shall be permitted on any portion of a Lot.
- c. Above-ground fuel tanks are prohibited.
- d. All playground equipment or playhouses shall be subject to the approval of the ACC and shall be placed to the rear of the Lot with proper anchoring. Location on the Lot and screening requirements may be a condition of ACC approval. Any play set cannot exceed a maximum footprint of 300 sq. ft., with a maximum overall height of twelve (12) feet. All structures shall be constructed out of timber or similar natural material and finish. Components such as slides, climbing apparatuses, etc., may be plastic or rubber. Timber may be stained or left natural in color. All stains must have ACC approval. All plastic or rubber components shall be dark or neutral colors. Awnings, canopies, roofing or similar material colors must be approved. Bright or fluorescent colors are not permitted, nor are bright or fluorescent patterns, graphics, text, logos, etc., allowed upon any part of the play

equipment.

- e. No decorative objects such as sculptures, birdbaths, fountains, and the like shall be placed or installed on the street side of any Lot without the approval of the ACC.
- f. Firewood may be stored in the rear yard only. Firewood stack may be kept on each lot provided that firewood piles shall be limited to two (2) cords and stacked not higher than four (4) feet, so long as they are properly screened so as not to be visible from streets and screened from adjacent lots.
- g. Pergolas and Gazebos must be architectural in design—i.e., incorporate turned or finished posts, decorative, and be fully trimmed to complement the architecture of the house natural wood color or stained or painted and trimmed in its entirety to match the color of the house. Plastic pergolas or gazebos are prohibited. Fabric canopies are prohibited. Pergolas are to be located directly behind the house on the Lot, not less than 10' from the rear property boundary. Masonry or concrete foundations or footings are required. Height cannot exceed overall 12' maximum.

19. Major Exterior Alterations

- a. The design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses.
- b. The location of major alterations should not impair the views or amount of sunlight and natural ventilation on adjacent properties.
- c. Roof pitch or additions to the main structure should match the type used in the applicant's house.
- d. New windows and doors should match the type used in the applicant's house and should be located so that they relate well with the location of exterior openings in the existing house.
- e. If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage. Notwithstanding the foregoing, the ACC assumes no liability whatsoever for any erosion, even if due to improvements that were approved by it.
- f. Construction materials should be stored so that impairment of views from neighboring properties is minimized. Excess material and debris should be promptly removed after completion of construction.