

Architectural Review Committee

Standards for Design and Construction

SLWLA Board Approved

**Revision 2.02
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**SEVEN LAKES WEST
LANDOWNERS ASSOCIATION**

The Seven Lakes West Landowners Association Architectural Review Committee hereby publishes Revision 2.01 of "**Standards for Design and Construction**", dated and approved September 9, 2008.

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0.0 DEFINITIONS

"ACCESS PERMIT" shall mean a document issued by the ARC upon approval of construction or improvement plans and payment of all applicable fees. No Applicant shall obtain a building permit from the applicable governmental agencies without first obtaining all necessary approvals from ARC as set forth in the Standards for Design and Construction herein. The Association shall have the right to charge reasonable permit and impact fees upon the submission of applications to ARC for approval of matters within its jurisdiction, and such fees shall be payable by the Applicant prior to commencement of any clearing or construction on his Lot.

"APPLICANT" shall mean a Seven Lakes West landowner who desires to construct a new home on his or her lot(s) or undertake modifications to existing construction or landscaping as set forth herein. The Applicant is jointly and severally responsible with the Contractor for any violations, charges, and fines which may result from any improper actions or omissions hereunder, and agrees to give ARC, or its assigns, full access to the lot during the construction period. If the Applicant constructs his own house he shall also be responsible for himself and his sub-contractors.

"ARCHITECTURAL REVIEW COMMITTEE" also called "ARC" or "Building Committee" shall mean a standing committee of the Seven Lakes West Landowners Association (SLWLA) in conjunction with the Developer as appropriate (see below). ARC carries out its responsibility on behalf of all property owners at Seven Lakes West to establish an aesthetically pleasing environment for the protection of property values.

The mandate of ARC is to encourage design excellence, and to preserve and enhance the existing natural features of Seven Lakes West. The success of this planned community depends on the compatibility of architecture, streetscapes, and landscaping with the adjacent natural areas, amenities and development.

Implementation of the Standards for Design and Construction will be carried out through design guidelines and application review procedures. Each application is evaluated on its own merits. ARC has the right to reject any site plan, building design, landscaping plan and/or specifications that are not compatible with the Standards set forth herein, and decisions of ARC may be based, for example, on purely aesthetic considerations. ARC's interpretation of these Standards is in its sole discretion.

"ASSOCIATION" and "SLWLA" shall mean The Seven Lakes West Landowners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

"CERTIFICATE OF COMPLETION" shall mean a written certification that a final approval of the construction has been completed by ARC and that the finished property complies with all Standards, the Declaration, and Rules and Regulations of SLWLA, see sections 2.05.11 and 6.08.

"CLEARCUTTING" shall mean the act of clearing a lot(s) by removal of all, or substantially all, vegetation. It is prohibited without a written permit from the ARC, see section 5.01.

"COMPLIANCE FEE DEPOSIT" shall mean the deposit paid to the Association prior to commencement of construction for the purpose of securing compliance with its Declarations, Rules and Regulations, and ARC Standards.

"CONTRACTOR" (a.k.a. "Builder") shall mean the licensed general contractor hired by the Applicant. The contractor and his sub-contractors shall be jointly and severally responsible with the Applicant to the Association for compliance with its Declarations, Rules and Regulations, and ARC Standards. The contractor is jointly and severally with the Applicant responsible for the implementation of the Applicant's plans as approved by ARC.

"DEVELOPER" shall mean Lakeside Development Company, LLC, a North Carolina limited liability company, its successors and its assigns.

"DECLARATIONS" shall mean, collectively, the following Declarations of Restrictive Covenants as now or hereafter amended (all references to the Moore County Registry):

0.1 Declaration of Restrictive Covenants for Seven Lakes West recorded in Book 449 at Page 662 (covering the communities called, for the purposes of this document, "Seven Lakes West Subdivision", see Definition below)

0.2 Declaration of Covenants and Restrictions for Seven Lakes West Country Club (n/k/a Beacon Ridge) recorded in Book 563 at Page 503

0.3 Declaration of Covenants, Conditions, Restrictions, and Easements for First Fairway recorded in Book 2774 at Page 271 0.4

Declaration of Covenants, Conditions, Restrictions, and Easements for Carriage Park recorded in Book 2774 at Page 247

0.5 Restrictive Covenants for Carriage Park Addition to Beacon Ridge (formerly Seven Lakes West Country Club) recorded in Book 1228 at Page 326

0.6 Declaration of Covenants, Conditions and Restrictions of Beacon Ridge Lakeview Homes recorded in Book 947 at Page 247

0.7 Declaration of Covenants, Conditions and Restrictions of Pinnacle recorded in Book 609 at Page 201

0.8 Declaration of Covenants, Conditions, Restrictions, and Easements for Morganwood recorded in Book 1694 at Page 541

“DENR” shall mean the North Carolina Department of Environment and Natural Resources.

“DOCK(S)” shall mean a fully constructed boat dock(s) on Lake Auman and may not exceed 360 square feet total horizontal surface area and may not extend more than twenty (20) feet perpendicular from the shoreline.

"MAXIMUM DWELLING HEIGHT" is 35 feet and shall mean the height of a dwelling when measured from the Grade Plane to the highest ridge vent of any dwelling. The Grade Plane is defined as a reference plane representing the average of the finished grade surrounding the building at all exterior walls.

"RELATED CONSTRUCTION ACTIVITY" shall mean any work outside of the dwelling that involves the use of heavy machinery, earth-moving equipment, or any other construction activity that changes the appearance of the structure or generates excessive noise or otherwise constitutes a nuisance.

"RENOVATIONS, IMPROVEMENTS and/or ADDITIONS" shall mean any structural change to the exterior or footprint of the original dwelling and will require payment of a Submittal Review Fee.

“RIGHT OF WAY” and “ROW” shall mean that public area comprised of land reserved on the recorded plat for roadways and includes land on both sides of the pavement which may be utilized for various public purposes.

“SEVEN LAKES WEST” and “SLW” shall mean all of the properties and various subdivisions within the gated community known as Seven Lakes

West.

“SEVEN LAKES WEST SUBDIVISION” shall mean all of the properties covenanted under Declaration of Restrictive Covenants for Seven Lakes West and recorded in Book 449 at Page 662 of the Moore County Registry, dated July 27, 1979, as now or hereafter amended.

“STOP WORK ORDER” shall mean a written order from ARC requiring all construction to cease and desist until all conditions of the order are met at the discretion of ARC.

1.0 PHILOSOPHY

Seven Lakes West can be characterized as a community with a passion for enhancing the natural beauty of its environment. This passion motivates the development of plans to manage growth smartly, protect the community's quality of life, and facilitate property value appreciation.

Seven Lakes West strives to earn the descriptions **Unique, Prestigious** and **Exclusive** as follows:

UNIQUE: A large, deep, clear main lake with corresponding coves; a championship golf course; an equestrian sub-community; quiet residential streets; and a community center that facilitates camaraderie and fitness.

PRESTIGIOUS: Homes and properties notable for aesthetic value, winding streets, abundant buffer zones, and attractive common areas.

EXCLUSIVE: A private, gated community sharing high standards of living, boating/sailing on a large lake, golf at a semi-private club, private swimming pool, tennis courts, community center, uniformed security, and enhanced property values.

Important vehicles for realizing this vision include restrictive covenants, architectural standards that stress aesthetics, use of state-licensed contractors and building professionals who meet stringent approval requirements.

2.0 ARCHITECTURAL REVIEW COMMITTEE (ARC)

2.01 Purpose

One of the most effective methods of assuring the protection of these concepts, community lifestyle, and individual property value is an effective aesthetic review process. The ARC will review applications and design documents for all new construction and modifications to existing properties, including landscaping, lot clearing, boat docks, bulkheads, lake dredging, fencing, yard art, swimming pools, hot tubs, etc. Each application shall be evaluated on its own merits with respect to the proposed details. ARC desires that all construction:

- A. Meets the requirements as set forth in the Declarations in terms of square footage, setbacks, etc.
- B. Is harmonious with existing construction in the community.
- C. Is performed by a licensed contractor without undue delay.
- D. Is maintained in keeping with the Declarations.
- E. Variances are only granted when required and appropriate.

2.02 Policy

No construction, landscaping as hereinafter set forth, or alterations to any dwelling shall begin without prior written approval of the ARC. Such approval shall be documented by the ARC when the Applicants' Access Permits are issued.

From time to time the ARC may modify or change the Standards for Design and Construction with Board approval, so long as such changes:

- A. Are in keeping with the requirements set forth in the Declarations;
- B. Provide due notice to anyone affected by such change;
- C. Grandfather any plans previously approved.

2.03 Authority

The authority for the ARC is set forth in the Declarations that encumber every building site. The authority of the Developer, if any, depends in each instance upon the particular Declaration involved.

The Developer has the ultimate authority on ARC related issues in instances where a particular Declaration affords the Developer such jurisdiction. The

Developer may veto approvals or disapprovals issued by the ARC and has final approval of all proposed variances in instances where a particular Declaration has afforded it jurisdiction.

2.04 Membership

An Association Board member shall act as Chair of the ARC. The Chair shall nominate persons to serve as ARC members subject to the advice and consent of the Board. Such members except the Developer's appointee shall serve at the pleasure of the Chair.

2.05 Responsibilities

The ARC (or its assigns) is empowered to perform the duties as set forth in the Declarations as well as noted elsewhere in the Standards and to:

- A. Establish review criteria.
- B. Review all construction, renovation and landscaping applications for compliance with the design criteria set forth herein and the Association's Declarations, rules and regulations prior to approval.
- C. Encourage high standards of design and quality construction.
- D. Establish construction access and compliance fees and penalties for violations with Board approval.
- E. Periodically observe the construction occurring on the site to attempt to have the construction proceed in accordance with published Standards.
- F. Contact Applicants whose plans and specifications have been disapproved and provide reasonable assistance or recommendations to bring applications into compliance with review criteria.
- G. Maintain copies of applications, design documents, access permits, certificates of occupancy, and related records.
- H. Encourage compatible architectural designs and harmonious relationships with neighborhood construction.
- I. Amend the design review criteria as well as the performance and quality standards, with Board approval and in cooperation with the Developer, to reflect our community's current and future needs, as may be required from time to time.
- J. Periodically inform members of the Association regarding activities of

- the ARC and changes in criteria as they occur;
- K. Conduct a final review, when notified by the Applicant, to check for compliance with all applicable Standards, Declarations, Rules and Regulations; and issue a Certificate of Completion. No deposit may be released nor may the Applicant furnish or occupy the property prior to receipt of the Certificate of Completion unless, due to extraordinary circumstances, approved in writing by the ARC.

2.06 Enforcement

- A. A structure or improvement that is placed outside the building envelope or encroaches into lot setbacks and/or utility easements without ARC approval is considered non-conforming and represents a violation of these standards. The ARC will first request that structure or improvement be brought into compliance at the landowner's expense. Should the landowner fail to comply, the ARC may proceed to pursue the case with the Community Manager, the Community Advocate and the Judicial Panel in accordance with Association By-Laws, SLWLA Rules & Regulations, and Covenants.
- B. The ARC or its delegees shall perform periodic on-site observations of construction sites in an attempt to determine if Contractors are conforming, as required, to the various ARC Standards, SLWLA Rules & Regulations and the Declarations. If the Contractor building on a particular site is found to be in non-conformance (except with respect to DENR violations, which shall be handled as per section 2.06 C, below) the Contractor shall be informed in writing of the alleged violation(s) and given up to thirty (30) calendar days to correct the issue. Failure to timely comply shall result in a Stop Work Order. The number of days given shall be at the discretion of the ARC. If the ARC gives ten (10) days or less to resolve a problem, only non-holiday weekdays will be counted. The communication shall also state that the Contractor shall be fined up to \$100 per violation for each day after the cure period has elapsed until the problem(s) is corrected. The communication shall state that the fine shall be assessed against the Contractor's Compliance Fee Deposit. Once the problem is resolved, the Contractor shall receive another communication, indicating how much money was deducted from the Contractor's Compliance Fee Deposit and stating that the said deposit needs to be replenished before construction may commence again. If the Contractor fails to

replenish the deposit within five (5) business days of demand or if at any time the amount deposited is insufficient to satisfy an outstanding fine the Community Manager will be asked to intervene to resolve the matter. If the Community Manager is unable to do so the Community Advocate will be asked to prosecute the matter before the Judicial Panel as noted in section 2.06 A above.

- C. Should an ARC representative notice an apparent violation of a DENR regulation pertaining to proper control of sedimentation run off/soil erosion arising from land disturbing activity, a communication will be sent to the DENR office in Fayetteville for handling. Copies of the communication will be sent to the Contractor and to the Applicant when ARC communicates with DENR. If a Notice of Violation (NOV) is issued by DENR and not timely appealed, the ARC shall assess a \$500 fine against the Contractor and deduct the monies from the Contractor's Compliance Fee Deposit. The ARC shall communicate such action to the Contractor and the Applicant and likewise demand the deposit be replenished as noted in sub-section B, above. Failure to replenish the deposit shall cause the ARC to proceed as noted in sub-section B, above. Should a Notice of Violation be issued by DENR, the Contractor shall immediately stop work on the site until such time as DENR conducts a Compliance Inspection and determines in writing that Contractor is in full compliance with the said Act. Once in compliance and the conditions of the NOV have been satisfied, the Applicant / Contractor must supply ARC with a copy of the Compliance Inspection report before work on the site may resume.
- D. If a Contractor fails to satisfy a fine then, in addition to other lawful remedies available to the ARC, the Contractor will not be issued another permit to perform construction in SLW until the matter is resolved to the reasonable satisfaction of the ARC.
- E. If a Contractor has three or more violations in any given six month period, regardless of whether or not any ensuing fines are satisfied, the Contractor shall be placed on probation for a period of one year from the date of the last violation.
- F. If a Contractor continues to violate the rules while on probation, the ARC, in addition to its right to fine the Contractor as noted above, shall have the right to ask the Community Advocate to summon the Contractor before the Judicial Panel to determine whether or not the

Contractor should continue to enjoy the privilege of building in Seven Lakes West.

G. Should a situation arise where the Contractor has committed a violation and is fined but the Contractor has not made a Contractor's Compliance Fee Deposit and has not satisfied the fine, the ARC may proceed to have the Community Manager intervene as noted in sub-section 2.06 B, above, and failing resolution by the Community Manager, the matter will continue as noted therein.

H. Notwithstanding anything hereinabove to the contrary, the owner shall also be jointly and severally liable for any fine assessed hereinabove.

2.07 Limitation of Liability

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, the basis for the review and approval of any application or other matter pursuant to these Standards is limited to aesthetic considerations and good faith efforts to ensure material satisfaction of the requirements set forth in Declaration, these Standards, and the Rules and Regulations. No approval of plans or other documentation by the ARC shall be construed as a representation, warranty or implication that the improvements, if built in accordance with the plans therefore, will, for example, (a) be accurate, complete or otherwise free from defects, (b) meet applicable codes, regulations, and laws (including, but not limited to, building codes and permit requirements), (c) be built in a good and workmanlike manner, (d) meet applicable standards for prevention of soil erosion, siltation and sediment pollution (including, but not limited to, regulations promulgated by DENR or alteration of the natural flow of water and diversion of run-off to adjoining properties or (e) meet applicable standards for structural, mechanical, electrical and all other technical aspects of a proposed design. Neither the Association nor the ARC—or their directors, officers, committee members, staff or volunteers—shall be liable for any injury, damages, or loss arising out of the manner or quality of approved improvements or modifications on or to any Lot. In addition, in no event shall ARC have any liability whatsoever to an Owner, a Contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the approval, disapproval or conditional approval of any plans by the ARC.

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, Applicant and Contractor acknowledge that (f)

neither the Association nor the ARC—or their directors, officers, committee members, staff or volunteers—possesses professional experience in the matters within its jurisdiction and, therefore, (g) the Association and the ARC—and their directors, officers, committee members, staff or volunteers—perform their respective functions pursuant to these Standards as volunteers, (h) neither Applicant nor Contractor shall rely upon the Association or the ARC—or their directors, officers, committee members, staff or volunteers—to monitor, oversee, inspect or otherwise ensure compliance of Applicant and Contractor with any Declaration, these Standards, the Rules and Regulations or applicable codes, regulations or laws, and (i) the Association and the ARC disclaim all warranties, representations and guaranties, whether express or implied (including, but not limited to, all implied warranties and all representations and warranties as to merchantability or fitness for any particular purpose) related thereto.

3.0 DESIGN APPROVAL PROCESS

3.01 Design Guidelines

The following list summarizes those design considerations that the ARC requires for submitted plans:

- A. Use of professionals qualified in the fields of planning, landscaping, engineering and surveying.
- B. Compliance with all deed restrictions as found in the Declaration of Covenants and restrictions for appropriate communities in SLW.
- C. Preservation of the natural character of the building site to the maximum extent possible.
- D. Emphasis on aesthetics of exterior architectural and landscape designs.
- E. Requirements for minimum 8/12 primary pitch of roof, see 7.04.
- F. Minimum of two-car garage with automatic door openers, see 7.01.2
- G. Superior quality construction with emphasis on distinctive design in keeping with the neighborhood and the preferred use of natural materials. Particular attention should be given to the blending of the structure into the site.
- H. A drainage / erosion control plan that incorporates best practices to assure appropriate drainage occurs as a result of the construction in accordance with industry standards and law. The Applicant and Contractor shall also comply with DENR rules and regulations.

Foundation drains and gutter down spouts shall be properly drained away from the house. Such plan shall be followed by the Contractor in all respects.

- I. Integration of the exterior house lighting and landscape lighting into an arrangement that is aesthetically pleasing and gives full consideration to human safety in and around the system.

3.02 Preliminary Architectural Review

If a planned residence is thought to be potentially controversial, unconventional or incompatible with a given neighborhood, a preliminary design review may be requested by the landowner or his agent. The ARC will conduct a review with the landowner and/or his agent to review the proposed plans. A preliminary review should include the following documents:

- A. Proposed site plan and landscaping plan;
- B. Exterior elevations (all sides) and floor plans [one eighth (1/8") or one quarter (1/4") drawings are acceptable];
- C. Details of proposed exterior materials, colors and finishes.

3.03 Final Architectural Review

The Applicant must submit final construction plans (2 copies), application fees, Compliance Fee Deposit, material samples, product photos or brochures, and color chips as follows:

- A. Application forms for residential construction or improvements as appropriate.
- B. Site Plan, including house location by scale within the Building Envelope, (Building Envelope is hereinafter defined as the area of land upon which a residence may be erected within the minimum applicable setbacks), and a Topographical survey showing current topography of the site as well as proposed topographical changes to the site and how the finished grades affect adjacent property, roadways, culverts, and waterways. DENR regulations must be strictly followed pertaining to any land disturbing activity.
- C. Detailed landscape plan; include irrigation intake pipe and pump with the proposed housing if part of the plan.

- D. Authorized Moore County Health Department Improvement Permit (septic).
- E. Floor plans.
- F. Building sections and wall section details.
- G. Exterior elevations (all sides).
- H. Roofs: structure, materials, color.
- I. Exterior Walls: structure, materials.
- J. Fascia and trim: construction materials, color.
- K. Doors/garage doors: specifications, materials, color.
- L. Patio/decks/screened porches: structure, materials, finish.
- M. Fences/walls: structure, materials, proposed color; (note: fences are prohibited by some Declarations and/or require a separate written approval as to location, materials and height. See appropriate Declaration for requirements and provide detailed specifications to the ARC.)
- N. Mechanical equipment: location of all exterior apparatus, including appropriate screening details.
- O. Driveways: materials, finish, and colors where appropriate;
- P. Proposed swimming pools: plans, layouts, fencing, and landscaping.
- Q. Proposed satellite dishes, antennae, etc.
- R. Proposed bulkheads and docks where appropriate.

3.04 Approval by ARC

Approval by the ARC shall in no way relieve the Contractor or Applicant of their responsibility and liability for adherence to any applicable Federal, State or County laws, rules, regulations, ordinances, and codes.

The ARC will review all design documents, sample materials and color chips. All copies of plans shall be signed and dated by the Contractor and ARC. The Developer will also review such documents when and where appropriate. If there is a difference between the approved plans and the written application, the plans shall be the standard. One set of duly stamped plans shall be returned to the Contractor with ARC comments. Samples may be retained by the ARC until a Certificate of Completion is issued.

Upon approval of plans and payment of required fees, an Access Permit will be issued subject to issuance of County building permit. To the extent land disturbing activities, as defined by DENR, are considered, the Contractor and Applicant shall also abide by the rules and regulations of and coordinate

with such agency.

3.05 Design Document Changes

During the construction process the Contractor must submit any proposed changes to the ARC for review prior to deviating from the plans approved by the ARC. A letter, supported by additional documentation as required, must be submitted to the ARC. Any deviations require prior ARC written approval. Approved changes must be noted on the master design document and initialed by both the Contractor and ARC. Failure to comply may result in the requirement of removal at the Applicant's expense of any change made in violation hereof.

3.06 Variances

All requests for variances from the Declarations and/or these Standards shall be submitted to the ARC. Variances will be granted only in extraordinary circumstances where hardship has been demonstrated. Each variance granted applies solely to the unique circumstances of the individual request and shall not be deemed to set a precedent for future requests. Variances shall not be granted to the extent they encroach upon or violate applicable legal requirements.

3.06.1 Special Note: Setback Variances. All requests for setback variances must be submitted along with normal ARC submittals. Setback variances will not be granted if they can be avoided (usually by altering plans, submitting alternate floor plans, or submitting same plans for a different or larger lot size). If a setback variance is requested after construction begins, there will be a \$500.00 application and review fee required. (Note: The application fee is to be in the form of two checks for \$250.00 each, one made out to Lakeside Development to the extent it has jurisdiction over the community in question and the other to SLWLA). If any setback variance request is granted, there will be a Fee of \$40.00 per Sq. Ft. (charged on that portion of the structure which exceeds setback requirements based upon an "as built" survey provided by the builder) or \$2,500 whichever is the greater. If the setback variance request is not granted the violation must be removed. In each case the application fee of \$500 will not be refunded.

3.07 Periodic Observations

The ARC reserves the right but is not obligated to periodically observe construction projects in progress to attempt to determine whether or not the construction is in conformance with approved design documents and materials and compliance with these Standards. All Applicants agree to cooperate fully with the ARC and grant access as required. ARC Representatives will review cleanliness of the work site, adherence to permits, water/silt/soil runoff and silt fencing as required, conformance to approved plans, adherence to acceptable construction practices and standards and appropriate on-site vehicle parking. If any sedimentation or erosion control issues are observed, the ARC Representative will report the matter to DENR with a copy to the Contractor and Applicant, see 2.06.C

3.08 Deposits and Fees

An Access Permit will not be issued until the following fees are paid:

- A. A non-refundable Architecture Review submittal fee of \$300 by the Applicant.
- B. A non-refundable Road Maintenance fee of \$750.00 by the Applicant.
- C. A refundable \$1,500 non-interest bearing Compliance Fee Deposit per permit application by the Contractor. This Deposit (less any fines imposed) will be returned to the Contractor when the county "Certificate of Occupancy" is received by ARC, the landscaping is complete and ARC issues a Certificate of Completion. Should the Contractor accrue any fines or remedial charges during construction, the amount of the fine or charge will be deducted from the Compliance Fee Deposit. The Contractor will then be required to replenish that amount within fifteen (15) days of incurring the fine, see 2.06B.
- D. The above deposit shall be non-interest bearing.

3.09 Return of Compliance Fee Deposit

When all construction is completed, including landscaping and irrigation, ARC will conduct a final review, see Section 6.08. The Contractor's Compliance Fee Deposit will be returned, less any outstanding fines or charges, after ARC has issued a Certificate of Completion upon the final review.

3.10 Fee for Renovations and Additions

The applicant shall post a non-refundable ARC submittal fee of \$300.00 for application for external renovations, and/or alterations and/or additions to existing dwellings that change the footprint or elevation (including design, material or color changes) of the structure, including swimming pools, before an Improvement Permit will be issued. Documentation submission will be determined by the total scope of the project.

Swimming Pool Construction: A refundable, non-interest bearing Compliance Fee Deposit of \$1,000.00 will be posted before approval for construction is granted. All other provisions in 3.08.C and 3.09 above, other than the fees, apply. Said deposit will be returned once said pool has been completed and has been approved by the County.

3.11 Termination/Replacement of Contractor

ARC shall be given written notification of a decision by the Applicant to terminate or replace a contractor during the construction phase. Before commencing construction, the new builder shall post a construction deposit. Once this deposit is received, ARC will refund the remaining construction deposit to the terminated builder, see section 3.08.

4.0 DESIGN DOCUMENTS

In order to facilitate a consistent review process, the design documents should adhere to the criteria outlined below.

A. Site Plan, see 3.03B; also see Landscaping Requirements 5.04.1.

The scale shall be minimum of 1" = 20' and include:

1. Property Lines
2. Building Setback Lines
3. Easements
4. Right-of-ways
5. Driveways/Walkways
6. Patios/Decks
7. Swimming Pools

8. Culverts
9. Drainage Plan both inflowing and out flowing as needed and where required by ARC in its discretion. Such plan must be submitted by a licensed Civil Engineer and certified to the Association. ARC may allow other disciplines to satisfy this requirement so long as the professional is duly licensed, is competent to handle drainage matters and has current malpractice insurance coverage in force.
10. Dwelling perimeters (1st /2nd floors).
11. Roof Line Overhangs.
12. Topography.

B. Floor Plans

1. The scale shall be $\frac{1}{4}'' = 1.0'$

C. Exterior Elevations

1. The scale shall be: $\frac{1}{4}'' = 1.0'$
2. Topographic elevations at building corners
3. All exterior views of all structures including materials

D. Building Sections

1. The scale shall be $\frac{1}{4}'' = 1.0'$
2. Wall/roof sections
3. Roof pitch

E. Exterior colors, finishes, materials

1. Specifications
2. Manufacturers
3. Materials/samples/photos/models/color chips

F. Detailed landscape plans (also see site plan A) (See also section 5.04) Scale shall be a minimum of $1'' = 10'$.

1. Easements
2. Right-of-ways should be landscaped with grass, see 5.04.1f.
3. Plant materials (description of plantings with common names and sizes)
4. Surface materials (e.g. pine straw, mulch, etc.)

Particular attention to screening of outdoor appliances (e.g. heat pumps)

should be noted in landscape plans. Height, depth, and width of screening/plantings must be identified

5.0 ARC SPECIFIC POLICIES

5.01 Lot Clearing and Lot Drainage

There are four types of lot clearing that are addressed in this section. In all four types, as in all matters, DENR rules and regulations for soil erosion and sedimentation control must be followed.

5.01.1 Lot Cleaning-Minor: This applies to the manual clearing out of underbrush and small black jack oaks and other undesirable scrub trees as well as the removal of fallen trees, branches and the like. There is no requirement for permits or ARC approval in this case. But all cleared underbrush, trees, etc must be promptly removed from the lot.

5.01.2 Tree Removal after a House is Occupied: This applies to the removal of established trees (see below at section 5.01.5 for size definition and approval requirements) once a house has been constructed on a lot and the premises are occupied. If heavy equipment is used to remove any tree(s) from such lot a permit (\$25.00 fee) must be obtained. If the tree meets the definition noted in 5.01.5 below, an approval from ARC must also be obtained before such removal. The fee may be waived in instances where removal is required because of natural causes.

5.01.3 Lot Clearing-Major: This section applies to the clearing of lots by heavy equipment such as bulldozers, or major removal by other means. A \$500 fee permit is required for this type of work and a plan showing the nature and location of the work. Disturbed ground shall be graded and restored with ground cover. Winter Rye Grass may be used as a temporary measure so long as it is subsequently reseeded with permanent grass.

5.01.4 Lot Clearing in relationship to building a house: This is to be included with the building plans and the fee is included with those permit fees. Construction must begin within 60 days of commencement of lot clearing.

5.01.5 A lot clearing or building Access Permit is required prior to beginning work in 5.01.2, in 5.01.3, and in 5.01.4. Trees and other

undergrowth may be removed prior to the initiation of construction. In no case shall trees with a diameter of four inches or more (measured 3 feet above grade) be removed without approval of the ARC. Exceptions are made for black jack oaks and other undesirable scrub trees. Magnolia, Holly, and Dogwood trees and other desirable deciduous trees located outside of the building footprint, driveways and septic area, that are one inch or more in diameter measured at three feet above grade, may not be removed without prior ARC approval at any time before, during or after construction. If any such trees are removed without ARC approval, ARC may impose fines and/or require replacement with comparable trees.

No bulldozing or heavy clearing of trees shall commence until plans showing the nature and location of the work have been submitted to, and approved by, ARC. "Clear cutting" of the lot is prohibited in Seven Lakes West and will result in the permanent banning of the Contractor, conducting such "clear cutting", from the community.

5.01.6. The Contractor shall be responsible for grading and surface drainage such that surface runoff will not adversely affect adjoining properties, roadways, creeks, ponds, or the lake. Appropriate silt fencing must be utilized in accordance with DENR. Sod berms, French drains and catch basins with piped drainage should be considered and may be required as part of the Drainage Plan, see 4.0.A 9. Any materials used for drainage control must be integrated into the overall landscape plan to provide a natural and aesthetically pleasing appearance. Significant grading changes from the natural topography will only be approved in extraordinary building circumstances. Soil shall not be removed in excess of six truckloads from a lot without the prior express written consent of ARC.

Soil may not be removed from any vacant in any amount without express prior written consent of ARC.

5.01.7 Notwithstanding anything herein above to the contrary, Contractor and Applicant shall comply with DENR rules and regulations with regards to preventing sedimentation/soil erosion. Should an ARC Representative observe any such issues they may be reported to DENR for further handling.

5.02 Design Review Decisions

Upon receipt of a properly completed application, ARC will review the Applicant's plans and specifications and render one of the following

decisions in writing:

- A. Approved
- B. Approved subject to conditions of attached changes
- C. Disapproved

The decisions of the ARC are final.

5.03 Approval Expirations

Applicants must begin construction within one hundred twenty (120) days of final ARC approval. Failure to do so may result in the revocation of all permits and loss of permit fees but only after written notification by ARC. In exceptional circumstances, extensions may be granted by ARC.

5.04 Landscaping

Landscaping (and irrigation) installation shall be completed prior to issuance of a Certificate of Completion. The Applicant or his agent may submit a written request for a delay to landscaping installation due to extraordinary circumstances or conditions. In such a case, approval will depend upon an agreed upon completion date with penalties to be imposed for failure to comply.

5.04.1 Mandatory Landscaping Requirements. At a minimum, the following landscaping is required for all homes:

- a. Layered plantings (not less than two distinct layers of varying heights) around elevations fronting on the golf course, lake, and street. Single layer planting is allowed on side yards other than above.
- b. Plant sizes must be proportional to wall height and foundation exposure. A detailed list of planting materials must be included within the landscape plan. The list shall show the size of each plant species.
- c. Areas under decks must be fully screened with appropriately sized plant materials or combined with latticework (appearance subject to ARC approval) to avoid under-deck views.
- d. Mechanical equipment, meters, etc. must be fully screened with appropriately sized non-deciduous plants.
- e. All fuel tanks must be buried.

- f. All abutting road rights-of-way that have been disturbed must be landscaped and vegetated in such a way that will retard erosion. They must be adequately prepared, fertilized, and seeded with Bermuda (or other approved) grass to assure full germination. The surface should be graded for pedestrian purposes. The owner shall, as with all landscaping, maintain such area.
- g. To protect views and insure continuity with adjacent residences, no walls, hedges or screen plantings may be erected, placed or altered outside the building envelope on any premises without ARC approval.
- h. Plantings selected should be suitable for North Carolina climate and conditions.
- i. All other areas disturbed as a result of the construction process shall also be landscaped.
- j. Underground irrigation is recommended for all homes and required for cluster communities with common maintenance.
- k. It is recommended that some grass area(s) be included in the overall landscape plan.

5.04.2 Landscaping Changes After Occupancy. Additions to existing landscaping within the building envelope are encouraged and do not require ARC approval. Landscape changes or additions outside the building envelope, using structural materials (e.g. flag stone, railroad ties, lattice work, etc.), or which includes reforming or re-contouring the ground requires prior approval of ARC. Existing plants and trees may be replaced with plantings of a like species, kind and size without the approval of the ARC. Any landscaping which creates a screen, fence or wall, either natural or artificial, that obstructs or interferes with a view of the golf course, a lake or a pond is not permitted without ARC approval.

5.04.3 Landscaping on ROW. Notwithstanding any thing hereinabove to the contrary, nothing other than grass or pine straw shall be planted, placed, or constructed on the ROW without prior written approval by ARC. Association shall retain the right to complete access and use of the ROW even if such approval is granted and likewise Association shall not be responsible for damage to such in the event of such access and/or use.

6.0 THE CONSTRUCTION PROCESS

6.01 Site preparation and drainage

6.01.1 Erosion Protection: Contractor and Applicant shall strictly adhere to DENR rules and regulations. Any apparent violation of such may be reported by the ARC Representative to DENR for handling.

Contractors shall install prior to commencement of construction activities crusher run / ABC material on the fifty (50) feet of driveways adjacent to roadways to prevent erosion. Said crusher run/ABC material shall be at least six (6) inches thick. All reasonable measures shall be taken to avoid any damage to other properties during the construction process.

6.01.2 Road Cuts: It is understood that if construction requires the Contractor to cut into, under, or across any Association road or right-of-way for any reason, the Contractor is completely responsible for repair satisfactory to ARC. Tunneling is required when providing access for waste drain fields, cable access, water access, or utilities access. If tunneling is not feasible a permit shall be required for all road cuts. Lifts of no more than 8 inches, fully tamped and smoothed shall be utilized to fill all cuts. If the cut settles within 12 months the Applicant shall be required to repair the roadway satisfactorily at his or her expense. Driveway cuts at the entrance from the roadway shall not occur without the prior express written consent of ARC.

6.02 Foundation Survey

Prior to any vertical construction above the foundation level the Contractor shall provide a professionally prepared foundation survey with all setbacks indicated and foundation "as built" to ARC.

If the Contractor begins any vertical construction above the foundation prior to submission of a foundation survey to ARC, the Contractor will automatically forfeit the \$1,500 Compliance Fee Deposit. A Stop Work Order will be issued for that job site! The Contractor must submit another \$1,500 Compliance Fee Deposit (to replace the original deposit) prior to restarting construction on that job site.

6.03 Permitted Construction Hours

Construction hours shall be defined as:

- 7 AM to 7 PM, Monday through Friday
- 8 AM to 5 PM on Saturdays

Use of heavy earthmoving equipment or noisy outside construction activity after 12:00 noon on Saturdays is prohibited. No construction or related activity is permitted on Sundays or Holidays.

Recognized Holidays Defined

New Years Day

Memorial Day

July 4th

Labor Day

Thanksgiving

Christmas

6.04 Construction Site Maintenance

All sites shall be maintained in a clean and orderly condition. Note: The Contractor to whom the access permit is issued is responsible for his own activities and those of all his subcontractors.

6.04.1 Lot lines shall be marked off and all clearing debris removed before construction begins .

6.04.2 All permits shall be properly displayed near the roadside.

6.04.3 A builder's sign, no larger than 2' x 3', may be posted when the Access Permit is granted and must be removed when the Certificate of Occupancy is issued. No Sub-contractor signs are permitted.

6.04.4 Silt, sand or dirt that migrates to road surfaces from the site during construction shall be cleaned daily. Sedimentation / soil erosion shall not be allowed to occur.

6.04.5 All Port-a-johns shall be sited well off roadways and near the construction space. Their doorways should not face streets or adjacent properties. They shall be promptly removed from the site when the Certificate of Completion is issued.

6.04.6 All construction sites shall have a dumpster or equal solid bottom trash container to hold construction residue including lunch trash, bottles and cans. Plywood "pens" are prohibited. The Contractor

is responsible for policing the site at the end of every workday.

6.04.7 No open burning is permitted at any time. Burning and burying of debris is prohibited. Burn barrels that conform to NC rules and regulations are permitted during winter months.

6.04.8 Construction personnel must give due consideration to adjoining property owners and residents when parking. Parking should be on the lot where the construction is taking place whenever possible. Temporary parking is permitted on rights of way. At ARC's discretion, construction worker carpooling may be required.

6.04.9 If a vehicle or trailer is left overnight, it shall be parked well off the roadway and must be removed when it is no longer required. Long-term parking (in excess of 72 hours) is prohibited without ARC approval.

6.04.10 Upon completion of construction all excess materials shall be removed or stored out of sight.

6.04.11 No construction materials may be delivered to a construction site until all permits are issued and not earlier than two weeks prior to the start of construction. No construction materials may be stored on vacant lots or street rights-of-way. All materials will be kept orderly, neat, and contained. Materials must be secured so as not to blow around in the wind.

6.04.12 Contractors shall be responsible for the repair of any damage to adjacent property occurring during construction including, but not limited to, such things as disturbed easements or rights-of-way on adjacent/across the street areas caused by vehicle parking, street, sidewalk/walkway or curb damage and live tree/vegetation damage. Repair of disturbed right of ways shall include the application of perennial grass seed of the same type as the surrounding grass.

6.05 Construction Site Violations

Failure to maintain sites as required may result in fines, see section 2.06 Enforcement and section 3.08 Deposits and Fees and 3.09 Return of the Compliance Fee Deposit.

6.06 Construction Completion

If construction is not complete within twelve months of commencement, fines may be levied.

6.07 Certificate of Occupancy

Upon completion of construction, a copy of the "Certificate of Occupancy" shall be provided by the Contractor or Applicant to ARC.

6.08 Final Review, Certificate of Completion

The Applicant shall notify ARC in writing upon completion and request a final review. All exterior construction, landscaping and final site work, including cleaning the lot of all construction material and debris, must be completed prior to ARC final review.

A Certificate of Completion will not be issued until all outstanding fines have been paid and all work completed to the satisfaction of ARC.

No one without express prior written consent from ARC may move personal property items to the house nor occupy the home until both the Certificate of Completion from ARC and a Certificate of Occupancy from Moore County have been received. Failure to comply with any aspects of this final inspection and occupancy provision may result in a fine of up to \$100 per day to be paid by the owner, see 2.05K. If a Contractor permits occupancy of a house as the result of the receipt of a Certificate of Occupancy from the Code Enforcement Office of Moore County, and a Certificate of Completion has not been issued by ARC, no further permits for building in Seven Lakes West will be issued to that Contractor.

The Owner of a house not sold or lived in must maintain the home's appearance and landscaping to the satisfaction of ARC.

7.0 GENERAL DESIGN STANDARDS

Applicants should select building sites and home plans so as not to construct repetitious designs in close proximity. Similar designs or design duplications are discouraged and subject to disapproval if they do not sufficiently vary with respect to exterior colors, materials, finished trim, and detailing.

7.01 Dwelling Size/Minimum Standards

All residences shall conform to the following standards:

7.01.1 Heated square footage per applicable subdivision Declaration.

7.01.2 Enclosed garage with a 2-car minimum (avoid front entry garages where practical). Carports are not allowed.

7.01.3 Electrical garage door openers are required.

7.01.4 Driveways: The measurement from the property line to the edge of the foundation at the garage doors should be a minimum of 25 feet.

The landscape plan should provide a seamless grading transition between new turnarounds and driveways and adjacent property.

7.01.5 Side Yard Setbacks: Side yard setbacks shall be measured from the side lot line to the foundation wall line and shall be a minimum of twelve and one half feet (12 ½). Soffits or other overhangs may not extend more than sixteen (16) inches beyond the foundation wall line.

7.02 Exterior Elevations

Exterior elevations will be reviewed for architectural design/materials and aesthetic appearance with respect to the overall dwelling and its relationship to other neighborhood homes. The Maximum Dwelling Height shall be 35 feet (see page 6 Definitions). Chimneys, cupolas, etc. are exempt.

Applicants are strongly discouraged from submitting plans addressing only frontal surface treatments. (24 inch minimum returns are encouraged when using brick, stucco, or stone fronts.)

Approval of exterior design will be based upon overall design themes and consider:

- A. Mass and scale;
- B. Materials, textures, colors, and finishes;
- C. Continuity between primary design elements and secondary surface treatments;
- D. Vertical and horizontal lines, roof pitches, etc.;

- E. Foundations shall be faced with brick, siding, or stucco. Painting is not allowed.
- F. Vinyl siding, if used, shall be of premium quality.

The ARC may disapprove any proposed new construction or changes to existing homes for purely aesthetic reasons if, in its judgment, such action is required to maintain the architectural standards of the community. ARC decisions are final and non-appealable.

7.03 Exterior Materials

Exterior colors or materials, that with respect to the community, would be inharmonious, discordant, or incongruous shall not be permitted. Each applicant must submit, as part of the Final Architectural Review, a color board showing the color of the roof, exterior walls, shutters, trims, etc.

7.04 Roof Pitch/Roofing Materials/Solar Water Heaters

A minimum of 8/12 pitch is the preferred standard for the main house. Lower pitch roofs will be evaluated in context with the total design of the residence. Flat roofs are not indigenous to this area and will not be approved. Gutters and downspouts including drain lines are recommended on all construction.

All vents, vent covers, flashings, and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roof.

All roof mounted solar roof water heating panels and solar electrical panels must have prior written approval from ARC.

7.05 Outdoor Living Areas and Screened Enclosures

The location, materials, colors and other features of outdoor living areas, including, but not limited to porches, pergolas, decks, patios, and terraces, will be reviewed by ARC. Screened enclosure materials and colors must be submitted for approval. No screened enclosure, patio or deck shall be located outside the approved building envelope.

7.06 Fences

All fences must have prior written approval from ARC. Applications for construction and installation of a fence must state the reason for the fence, show that the desired fence is harmonious with its surroundings and adjacent properties and must blend in with the overall design of the residence.

All fence applications must be accompanied by:

- A. A landscaping plan showing location and type of plantings to aesthetically screen the fence.
- B. Evidence of notice to all adjacent property owners of the Applicant's intent to install fencing.
- C. Chain link fences, stockade fences, and similar types of fencing are prohibited. Fences in excess of four (4) feet high are prohibited. Wrought iron and aluminum are the recommended materials. Other materials and designs will be considered. Fences shall be of dark green, brown, black, or naturally weathered color. Split rail fences using plastic coated wire screening for pet containment will be considered on an individual basis. (Note: For lots that border Seven Lakes West community boundaries, boundary line fences may be allowed which provide more privacy and security than that which would be allowed elsewhere in the community.)
- D. Attempts to establish property lines by the use of fencing are not allowed. Fences are not allowed in front of the rear building walls. Every effort must be made to retain the open space character of the community.

7.07 Awnings and Shutters

Awnings, canopies, and shutters shall not be affixed to the exterior of a residence without prior approval of ARC.

7.08 Under Deck Screening

Areas beneath decks shall be shielded from public view.

7.09 Garages/Driveway

- A. Side or rear load garages are preferred.
- B. No street side parking areas may be created by extending any portion of street pavement on to the road setbacks.
- C. Driveways should curve along the contours of the land. Sharp turns are to be avoided if possible.
- D. Driveways must be constructed using materials that will prevent soil erosion and sedimentation run off into roadways and waterways and also must not washout themselves. The apron should slope 10' toward the property line where practical to accommodate pedestrian use. Concrete, asphalt, brick, or combination oil/stone driveways are recommended.

Note: The Declarations state in part: "Declarant reserves a 15 foot easement along all road rights of way" .., which is further amplified in Chapter V, Section IV, (A) of Seven Lakes West Rules and Regulations stating in part; ..."The area of any lot effected by an easement shall be maintained continuously by the owner of such lot, but no structure, plantings or other material, shall be placed or permitted to remain thereon which may damage or interfere with the use of said easement"... Therefore any lot owner's installation of an asphalt, concrete, or other permanent driveway material across an easement should consider the ease of repair. If the Association requires access to the easement, any damage to construction within the easement shall be the responsibility of the lot owner. The same holds true for the section of the street's right of way which the lot owner covers with driveway material to connect to the pavement. Any utility work should be encouraged to bore under driveways.

7.10 Accessory Structures/ Utilities/Service Areas

7.10.1 Accessory structures including but not limited to playhouses, doghouses, dog runs, and sheds shall not be permitted without written approval from ARC.

7.10.2 All playground equipment and its placement must be pre-approved by ARC.

7.10.3 No decorative objects such as sculptures, birdbaths, fountains, nameplates, and the like (i.e. yard art) shall be placed or installed without approval of ARC.

7.10.4 Outside antennas are not permitted without prior written

approval from ARC. Satellite dishes, 18" or less, appropriately screened from roads, lake views and fairways, must be approved by ARC as to location and screening.

7.10.5 Permanent flagpoles shall be permitted, subject to ARC approval of placement, size, color, finish, and design.

7.10.6 Permanently installed clotheslines are not permitted.

7.10.7 All garbage containers, AC compressors, etc. shall not be visible from streets, fairways, lakes or ponds or adjoining properties where practical. If such appliances are visible, then appropriate height, depth, and width plantings shall be installed to screen these objects from common view.

7.10.8 Propane tanks: All fuel tanks must be buried.

7.10.9 Applicants shall be responsible for all utility services from the point of utility company connections underground to the Applicant's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment shall be shielded by landscaping approved by ARC.

7.10.10 Tennis courts are not permitted on any lot smaller than 2 acres. Basketball goals may be approved so long as they are mounted on a pole and not attached to any roof or other building structure. Basketball goals must be on the homeowner's property and not in any common areas.

7.10.11 Rain barrels facing roads, lakes, ponds and the golf course shall be aesthetically screened.

7.11 Bulkheads/Docks

- A. Bulkheads must be approved by the County and the County Permit must be submitted to ARC prior to commencement of construction.
- B. Bulkheads shall be included in the site plans in order to ensure that they are physically and aesthetically compatible with neighboring bulkheads.

- C. Dock(s) must be ARC approved on an individual basis and may not exceed an aggregate of 360 horizontal square feet in dimensions nor extend more than 20 feet from the shoreline. Docks or bulkheads may only be installed during the period from October 1st through March 1st.
- D. The renovation or repair of a bulkhead or dock must also be approved on an individual basis and must be accomplished in accordance with County and DENR Rules and Regulations.
- E. Dredging without prior express written approval of ARC is prohibited.
- F. Construction of bulkheads and/or docks will only be approved by ARC after written notification of the project has been delivered to adjoining property owners.

7.12 Private Swimming Pools

ARC will review swimming pool applications on an individual basis and will consider lot size, professional design, layout, location, and landscape screening. Approval of a swimming pool request conveys no liability to the Association or the Developer and cannot be construed to imply that either expresses any opinion with respect to safety. The applicant recognizes that a private swimming pool carries significant liability and that the Applicant exclusively bears all risks incurred.

Safety fencing must be included with all swimming pools. The fencing must meet North Carolina and Moore County standards.

All North Carolina and Moore County rules and regulations must be followed and a final Moore County inspection must be performed prior to the pool being filled and used. Under no circumstances may the pool be filled with water prior to the installation of appropriate safety fencing. (Note: Any Compliance Fee Deposit shall be forfeited if any water is introduced into the pool prior to the completion of appropriate, approved safety/security fencing.)

7.13 Banners and Signs

No banners or signs of any type, including Political Signs may be displayed within SLW without the written approval of the ARC, see section 6.04 Site Construction Maintenance for posting regulations.

Approved

Chairman
Architectural Review Committee
Seven Lakes West Landowners Association, Inc.

President
Board of Directors
Seven Lakes West Landowners Association, Inc.

Developer
Lakeside Development Company, LLC