



**Arbor Lea Landowners Association
Architectural Review Board**

**Expectations,
Guidelines
&
Procedures**

November 30, 2015

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Overview and Philosophy

This *Arbor Lea Landowners Association* ⁽¹⁾ *Architectural Review Board Expectations, Guidelines and Procedures* (hereafter referred to as *Guidelines*) document captures and organizes the salient and secondary requirements articulated in the *Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement for Arbor Lea* ⁽²⁾ (hereafter referred to as *Protective Covenants*). In addition, design and other criteria that have been promulgated by the Architectural Review Board are included in this document. The intention of these *Guidelines* is to serve as the resource and mechanism for uniformly and openly implementing the *Protective Covenants*.

To assist the reader Table 1 is provided for reference purposes. It Lists the Articles found in the *Protective Covenants* and indicates the organization – Architectural Review Board (ARB), Commons, Roadway and Grounds Committee (GC), or the Landowners Association Board of Directors (LOA Board) – that has the primary responsibility or lead for the Article.

These *Guidelines* build upon and supersede the original “Arbor Lea: Design Criteria and Review Procedures.” They convey the expectations and empowerment for the Architectural Review Board (ARB) as prescribed by the *Protective Covenants* and delegated by the LOA Board ⁽³⁾.

Notwithstanding the replacement of the original guidelines, all previously submitted and approved plans remain and continue as approved and nothing contained herein this document shall require or shall be construed as requiring the resubmission or re-approval of such plans.

As the need arises, these *Guidelines* will be periodically reviewed and updated.

Arbor Lea Objectives

The *Protective Covenants* were developed for Arbor Lea. The objective has been to develop Arbor Lea as an attractive community for safe, healthful and harmonious living with the natural environment. This has been achieved through a uniform plan of development ⁽⁴⁾. Also, another objective was to create within the property a residential community characterized by houses and other improvements of good design, high quality, and individuality ⁽⁵⁾.

In keeping with a pleasant residential atmosphere no manufacturing, commercial or business enterprise of any kind for profit shall be maintained on, in front of, or in connection with the properties, nor shall property in any way be used for other than strictly residential purposes ⁽⁶⁾. This restriction shall not apply to the Reserved Area ⁽⁶⁾. Also, Article VI of the *Protective Covenants* includes a few exceptions to the prohibition ⁽⁶⁾.

To achieve these objectives, the ARB is empowered with the authority to approve or disapprove improvements; constructing, erecting, or removing structures; plantings, and any addition to or any change, replacement or alteration made to properties ⁽⁷⁾.

Table 1. Protective Covenant Articles with Primary Organizational Responsibility

Article No.	Title	Primary Responsibility		
		ARB	GC	LOA Board
I	Description of Property	--	--	--
II	Purposes	--	--	--
III	Definitions	--	--	--
IV	Boundary Lines and Lots	✓		
V	Buildings, Improvements and Architectural Review	✓		
VI	Permitted Uses	✓		
VII	Pets			✓
VIII	Natural Areas	✓		
IX	Utilities	✓		
X	Noxious and Offensive Activities Prohibited	✓		
XI	Firearms		✓	
XII	Lot Maintenance		✓	
XIII	Road Maintenance		✓	
XIV	Common Area Use, Maintenance and Improvements		✓	
XV	Arbor Lea Landowners Association			✓
XVI	Phase IV Areas	✓		
XVII	“Reserved Area”	✓		
XVIII	Waiver of Declarations			✓
XIX	Duration			✓
XX	Enforcement			✓
XXI	Validity	--	--	✓

Architectural Review Board’s Function

To assure that the objectives of the Arbor Lea are achieved, an ARB was established as a permanent committee of the Arbor Lea LOA Board soon after Arbor Lea was incorporated. The ARB is empowered to perform the following services ⁽⁸⁾:

- a. Establish design review criteria for, among other things, the protection of enduring property values and to insure safeguards for continuing appreciation of and congruity in the natural setting at Arbor Lea.
- b. Assure compatible architectural designs and harmonious relationships with neighboring building sites, and to retain the flowing integrity of meadows and tree lines.
- c. Require high standards of design and quality construction.
- d. Approve properly licensed building contractors ^(8, 9).

- e. Review all applications for construction, improvements, and renovations for compliance with design review criteria and with the *Protective Covenants*.
- f. Approve exterior color and design criteria for the community.
- g. Monitor violations of design criteria and to notify the LOA Board for the appropriate action.
- h. Contact Applicants whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring applications into compliance with design review criteria.
- i. Maintain copies of Final Applications, design and construction documents and specifications.
- j. Inform the LOA Board and members of the Association regarding activities of the ARB and of changes in the criteria as they occur.
- k. Recommend to the Arbor Lea LOA Board amended design review criteria as may be required from time to time for approval.

In this regard, the ARB's function is to administer and perform the architectural and landscape review and control functions for the Arbor Lea Landowners Association.

Accordingly, the *Protective Covenants* stipulate that no improvements or alterations shall be constructed, erected, removed, or planted, nor shall any addition to or any change, replacement, or alterations shall be made, unless and until, the approval is obtained in writing from the ARB ⁽⁹⁾. Plantings for privacy or visual screening purposes may be required by the ARB.

ARB Standards, Guidelines and Procedures

The intent of the *Protective Covenants* is to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community characterized by houses and other improvements of good design, high quality, and individuality ⁽⁵⁾.

Maintaining high standards of excellence at Arbor Lea requires attention to details. Therefore, the ARB has published these *Guidelines* to assist the Landowner, Homeowner, Architect, Landscape Architect, and General Contractor in designing and developing projects that will be harmonious with the character of Arbor Lea and compatible with the existing neighborhood in which they are sited. These *Guidelines* also serve as a resource for current and future ARB members and LOA community to strive for consistency in the design review process. The *Guidelines* serve as the basis (along with those requirements set forth in the *Protective Covenants*) upon which the ARB makes its decisions.

The *Protective Covenants* provides general exterior design criteria and guidelines to be used by the ARB for houses and buildings. Upon recommendation by the ARB, these *Guidelines* may be modified by the LOA Board of Directors ⁽⁹⁾.

Variations

It may be that some of the *Guidelines* will not be appropriate for all projects. A variance to the *Guidelines*, or if permitted a variance to the *Protective Covenants*, may be granted when the ARB is convinced that it is justified as reasonably necessary and is generally in conformance with the objectives of Arbor Lea ⁽¹⁰⁾. Any variance to the *Guidelines*, or if permitted as a variance to the *Protective Covenants*, that is granted, is deemed to be unique and does not set a precedent for future decisions of the ARB ⁽¹¹⁾. As discussed in the Variations section of these *Guidelines*, some variations from the *Protective Covenants* require the satisfaction of certain conditions, such as the permission of adjacent homeowners.

Compliance

Landowners are expected to review these *Guidelines* and the *Protective Covenants*. Ultimately, it is the responsibility of Landowners, and not the ARB or the LOA, to ensure that their project complies with the *Guidelines* and *Protective Covenants*, as well as with all applicable laws, codes and ordinances of any governmental agency or body having jurisdiction over the project.

Comments and Recommendations

Landowners are encouraged to make comments and recommendations in writing to the ARB or the Arbor Lea LOA Board so that they may be fully and judiciously addressed. The general exterior design criteria and guidelines to be used by the ARB for houses and buildings may be modified by the Board of Directors upon recommendation by the ARB ⁽¹²⁾. All amendments to the *Protective Covenants* restrictions must be approved by the members of the Association by a 67% affirmative vote ⁽¹³⁾.

The Architectural Review Board (ARB)

This section covers the following elements:

- a. Purpose and goals of the design review process
- b. Operational characteristics of the ARB
- c. Responsibilities of the ARB and the landowners
- d. Procedure for Receiving ARB Approval

Purpose of Design Review Process

The ARB design review process assures the objectives of Arbor Lea are met. The ARB reviews Applications and design documents for all new improvements and alterations to existing improvements at Arbor Lea.

Goals of Design Review Process

The following non-exclusive goals guide the review and approval of all applications:

- a. Preserve, protect and enhance the existing semi-rural woodland environment of Arbor Lea.
- b. Enhance the quality of improvements by encouraging high standards in architectural and landscape design.
- c. Respect public views and be considerate of private views of the community.
- d. Attain architecture and landscaping that respects the privacy of immediate neighbors.
- e. Ensure that grading and development are appropriate to the site, and to avoid, where possible, long-term visible scarring of the landscape.
- f. Preserve and protect native vegetation.

Good Neighbor Policies

The ARB supports and encourages a neighborly approach to solving problems through consensus of the parties involved.

Those contemplating construction of a new improvement, or alteration of an existing improvement, are encouraged to:

- a. Consider the proposed design of the improvement within the context of the neighborhood.
- b. Consider mutual neighborhood privacy in all aspects of the house design and site layout -

including noise and lighting.

- c. Consider the neighbors' point of view in the placement and architectural appearance of the improvement, or the addition to an existing improvement.

ARB Authority

The ARB has powers and authorities that are described in these *Guidelines* and as determined by the Arbor Lea LOA Board ⁽³⁾. Thus, the ARB is a Committee of the LOA Board that operates in addition to the other building regulatory agencies, and does not supersede governmental authority.

The ARB's responsibilities flow down from the *Protective Covenants*. The ARB is responsible for carrying out its duties on behalf of the Landowners Association for the benefit of all of its members. Accordingly, the ARB has the authority to establish review procedures, approve any exterior design and placement of any structural improvement which is in accordance with the *Protective Covenants* and these *Guidelines* ⁽¹⁴⁾. The ARB approves or disapproves architectural, landscaping, and siting of any proposed improvements within the community, as well as the general plan for development of all lots within the community.

The ARB relies upon both the *Guidelines* and the *Protective Covenants* for direction in approving or disapproving each application on a case-by-case basis. Not every decision can reference a specific provision of the *Guidelines* and/or the *Protective Covenants* and, instead, the collective judgment and discernment of the ARB members is required. Conversely, the ARB is not authorized to approve any plan that violates the *Protective Covenant's* requirements or these *Guidelines*.

Scope and Perspective

In reviewing plans and applications, the ARB considers such factors as the materials to be used, the site and the siting of the Improvements, and the resulting harmony with the surrounding area.

- a. **Neighborhood Design Harmony & Balance.** To preserve the fabric of the community as a whole, it is necessary for projects to be reviewed in the context of the overall immediate adjacent neighborhood, as well as Arbor Lea at large. The design of each residence directly impacts every neighbor.
- b. **Views Considered.** The ARB is committed to the protection of public views and the consideration of private views of gardens, ponds, and neighboring homes.
- c. **Minimize Visual Impact.** The ARB evaluates the building materials and colors with an eye towards their visual impact as viewed from the public roads, and ensures that they are compatible with existing landforms and vegetative cover. Natural exterior materials and features are therefore emphasized. Materials with a high reflectivity value may not be desirable when in view of neighbors. To contribute to the semi-rural woodland character of Arbor Lea, site lighting shall be minimized and used efficiently to aid safety and security while complementing the architectural character of improvements.
- d. **Maintain Natural Environment.** Striving to maintain the natural environment should

include the following:

1. Landscaping shall reinforce the retention of natural spaces and vegetative patterns that define the natural woodland that is characteristic of Arbor Lea.
 2. Site development plans should demonstrate a diligent effort to retain as many significant trees as possible.
 3. The topography shall dictate what is built on each property.
 4. Projects that retain unique or special features of the site, such as landforms are encouraged.
- e. **ARB Involvement throughout Entire Project.** The ARB remains involved in each project through the approval or disapproval of plans and compliance to approved plans, and can direct changes needed to conform project elements to the *Guidelines* and thus, the *Protective Covenants* standards.

ARB Membership

The ARB is a permanent committee of the Association and administers and performs monitoring, review and control functions of the Association ⁽¹⁵⁾. The ARB shall consist of three voting members ⁽¹⁵⁾. Two members of the ARB may also be members of the *Commons, Roadway and Grounds Committee* (hereafter known as the *Grounds Committee*). The same individual should not be chair of both the ARB and *Grounds Committee*. During circumstances when a voting member of the ARB cannot serve for an interim period or steps down, the chair of the *Grounds Committee* may substitute in the vacancy; conversely, the Chair of the ARB may serve as a substitute for a *Grounds Committee* member for similar reasons. This substitution approach assures that the ARB will be fully staffed. Whenever a substitution of an ARB member is anticipated, the LOA Board must be notified.

The *Protective Covenants* and Arbor Lea By-laws ^(3, 15) require that the members be appointed by the LOA Board of Directors. The LOA Board appoints the Chair of the ARB, who is preferably a resident of Arbor Lea ⁽¹⁵⁾. ARB members should consist of a balance of lay people and professionals with experience in architecture, construction, and landscaping. Generally, the ARB members are from the Arbor Lea community, but this is not a requirement ⁽¹⁵⁾. Whenever possible, A NC licensed architect or landscape architect should be one of the members of the ARB, though that person shall not be compensated for their work on the ARB. If the membership of the ARB does not include an architect, then a consultant architect shall be employed to review all Applications for Construction, Improvements, or Renovations. Any individual serving on the committee, including architects, who are not Arbor Lea landowners must have no current or future business relationships with any Arbor Lea landowner. A member of the LOA Board will attend ARB meetings as an observer.

ARB membership will have staggered 5-year terms with each member having a maximum of one consecutive term ⁽¹⁵⁾. Should an ARB member step down before their term expires, the new member will initially serve to complete the vacated term; subsequently, at the discretion of the LOA Board, the individual may be appointed for an additional term of five years ⁽¹⁵⁾. The LOA

Board may, at its discretion, make an exception to term limits.

Architect

Whenever possible, the ARB will utilize a NC licensed architect to review submitted plans. The review will consist of:

- a. An assessment of adherence to the Arbor Lea Design Criteria
- b. An assessment of overall harmony of the exterior colors with the surrounding setting of the planned home
- c. An assessment of the landscaping plan to satisfy the environmental motif and setting of the house.
- d. An opinion on the need and or adequacy of a privacy screen where a privacy screen is being recommended.
- e. An opinion on the totality of the home and landscaping plans to achieve ⁽¹⁶⁾:
 - Preservation of farm ambiance
 - Preservation of the natural environment
 - Architectural harmony of farm, nature, community
 - Sense of spaciousness
 - Visual and personal privacy
 - Sense of community

The Architect shall submit a written report to the ARB and the ARB will incorporate the findings into its decision for approval, conditional approval, or disapproval of the plan ⁽⁸⁾. The Architect's report for each Application will be archived.

Duties of LOA Board Observer

An LOA Board member will serve as an observer and historian with the primary purpose of creating institutional memory for the ARB proceedings. The LOA Board observer will attend ARB meetings and its executive sessions. The LOA Board Observer will be responsible for the following:

- a. Taking minutes of meetings when the ARB meets in regular and in executive session to vote on any new home designs, renovations, or landscaping and recording action items to be implemented.
- b. Tracking the progress of ARB action items that are to be enacted and recorded in meeting minutes.

- c. Reminding the ARB Chair about deadlines and any unresolved enactment or incomplete action items. The ARB Chair is responsible for alerting the LOA Board when there is a need to enforce compliance.
- d. Archiving all applications with their supporting materials (e.g., roof tile samples, bricks, color palettes, etc.) whether approved or not. Archiving ARB minutes and all correspondence for an application for a minimum of three years.

ARB Meetings, Attendance & Requirements

The ARB is scheduled to meet in-person as needed to review all construction, improvements, and renovation applications. The Chair of the ARB schedules the meeting. The three members of the ARB and an LOA Board Observer will attend the meetings.

The landowners Architect, Landscape Architect, or contractor presents the Application – drawings, plans and specifications – to the ARB. Landowners are encouraged to attend the meeting during which their plans are presented.

Arbor Lea residents are encouraged to attend the meeting during when a plan under review may be of particular interest to them. All who live in Arbor Lea are invited to the ARB meetings to hear discussion, raise questions, and ask for guidance about future submissions.

When the ARB votes on a matter, or when confidential matters must be discussed, non-ARB members may be asked to leave. This will serve as executive session. All voting will be performed at in-person meetings.

Discussions Outside of Meetings

Private discussions between applicants, and/or their representatives, and individual ARB, or groups of ARB members, do not reflect the consensus of the entire ARB, and may not be construed as an interpretation of ARB policies or positions vis-à-vis applications. Such private meetings and discussions shall not be considered as binding.

Voting

Each member of the ARB has an equal vote. LOA Board Observer is a non-voting member. To transact business at any meeting, the ARB should have all members present when conducting business. A majority vote of the ARB's three voting members is required for action. Unless a vote is unanimous, numerical votes for and against a motion will be recorded in the ARB Meeting Minutes, and individual ARB members may request that their vote be recorded by name. The LOA Board has the authority to review a decision of the ARB upon petition by the Applicant within 30 days of receiving the ARB's decision, or upon the LOA Board's own initiative at any time.

If a member has a conflict of interest with an application that is before the ARB, the member must recuse him or herself from attending the review of that application, and not be counted for purposes of a quorum. In such cases, the *Grounds Committee* Chair may serve in the conflicted member's place.

ARB Meetings & Submittals

The ARB meets to review Applications within 30 days of receipt of all required information and this meeting, among other things, satisfies the requirement in the *Protective Covenants* that the ARB shall act on submissions within thirty days ⁽⁹⁾. Failure to act within 30 days shall be deemed approval ⁽⁹⁾. Any documentation and/or material to be considered at a meeting must be submitted to the ARB Chair at least one week prior to scheduling a meeting. Applicants shall contact the ARB Chair for an appointment to make a presentation to the ARB no less than three business days before the scheduled meeting.

ARB Responsibilities

- a. Establish architectural and landscape criteria and exterior design themes for the Arbor Lea community ^(8, 17).
- b. Establish design review criteria for the enhancement of the community ⁽¹⁷⁾.
- c. Require high standards of design and quality construction ⁽⁸⁾.
- d. Approve exterior color and design criteria for the community ⁽⁸⁾.
- e. Adopt policies and rules, and amend design review criteria and the *Guidelines* as may be required from time to time ^(8, 17).
- f. Submit amended or new criteria to the LOA Board for approval ⁽¹⁷⁾.
- g. Administer the architectural and landscaping provisions of the *Protective Covenants* and *Guidelines*.
- h. Respond to the applicant in writing. In the event the ARB fails to act within the thirty day period, the plans and specifications shall be deemed approved by the ARB ⁽⁹⁾. Also, in parallel to notifying the applicant, the ARB notifies the Board of Directors of the ARB's decision.
- i. Monitor the Arbor Lea Community for *Guideline* infractions and when they are in the ARB's opinion significant, seek remedies ⁽⁸⁾.
- j. Maintain copies of design documents, color boards and other related records. Post approval of a project ⁽⁸⁾, these items are transferred to the LOA Board Observer for archiving for a minimum of 3 years.
- k. Inform the community and the LOA Board regarding new activities of the ARB.
- l. Consult with the LOA Board on items in these Guidelines that need clarification.

Landowner Responsibilities

Approval by the ARB of an Application does not constitute assumption by the ARB of, or liability for, Landowner's responsibilities. Even if the ARB has approved an application and it is subsequently determined that the Landowner has not complied with one or more of the Landowner's responsibilities,

the ARB may require the Landowner to remedy any construction and/or installation of improvements made in violation of Landowner's responsibilities. The Landowner's responsibilities include, but are not limited to, the following:

- a. Preparing an application, drawings, plans and specifications, and the making of all improvements in compliance with the *Guidelines* and *Protective Covenants*.
- b. Assuring quality work is performed by any Architect, Landscape Architect, General Contractor, or sub-contractor used to prepare any Applications, Drawings and/or to construct any improvements.
- c. Complying with all applicable laws, codes, and ordinances of any governmental agency or body having jurisdiction over the project.
- d. Complying with all surface and subsurface soil conditions, drainage and grading requirements, and environmental restrictions.
- e. Assuring the accuracy and completeness of all applications, drawings, plans, specifications, certificates, stakeouts, and surveys.
- f. Adhering to the quality, fitness, or suitability of the design or materials specified in plans for the intended use.
- g. Obtaining all required permits before the commencement of construction.
- h. Obtaining approval by any governmental agency or body on drawings, plans, specifications, and/or construction, which includes the Certificate of Occupancy.

Procedure for Receiving ARB Approval

The *Protective Covenants* require that construction of a home, improvements, and landscaping of a lot receive prior ARB approval. The ARB may require unapproved improvements to be removed, restored, and/or reconstructed in a manner acceptable to the ARB. Failure to follow and comply with ARB requirements will result in enforcement actions by the Arbor Lea Landowners Board of Directors as prescribed in the *Protective Covenants* ⁽¹⁸⁾.

- a. **First Contact with the ARB.** Anyone contemplating construction or improvements must submit a \$500 bank/certified check ⁽¹⁹⁾ to the Arbor Lea Treasurer or the LOA Board of Directors to be held in escrow ⁽¹⁹⁾ in the Arbor Lea bank account.

Since plans must be submitted to the ARB for design approval, anyone contemplating construction, improvements, or any alterations to existing improvements, is encouraged to be in contact with the ARB early in the process.

- b. **Plans for Construction, Improvements, or Renovations (CIR).** Accordingly, prior to constructing any building or clearing any portion of any lot, the owner shall submit plans showing the designing and placement of all structures, utilities, clearing and grading to the ARB ⁽¹⁴⁾. A presentation of the plan(s) is made to the ARB by either the landowner,

architect of the project, or the contractor.

When a plan has been submitted for work on an adjoining lot the ARB will appraise the adjoining lot owners of developments that may impact their lots.

The ARB shall approve any exterior design and placement of any structural improvements which is in accordance with the *Guidelines* ⁽¹⁴⁾. The ARB shall disapprove or require appropriate modification of any exterior design or placement of any structural improvement which is not in accordance with the *Guidelines* nor the *Protective Covenant [SIC] restrictions* ⁽¹⁴⁾. Approvals and disapprovals shall be in writing and signed by the ARB chairperson or designee ⁽⁹⁾.

- c. **Checklists, Completion Requirements for CIR, and Variance Request.** For major construction, improvements or renovation projects involving homes, detached garages or other outbuildings, the steps described in this section are followed.
1. **Checklists.** To provide information necessary for a systematic and uniform review of proposed construction, design documents should provide information outlined in the checklists in the Appendix (Exhibit A).
 2. **Application Package.** The application includes:
 - a) Deposit of \$500.
 - b) Completed Parts I and 2 of the Application for Approval of CIR (Exhibits B and C).
 - c) Two (2) sets of Architectural Elevations and the Site and Grading Plan that meet the criteria outlined in the Application Checklist (Exhibit A).
 - d) A Landscaping Plan within three months of the start of construction ⁽²⁰⁾.
 - e) A narrative that elucidates the Application or explains special circumstances (This is optional).
 - f) A signed Letter of Compliance (Exhibit D) from the Landowner to the ARB ⁽²⁰⁾.
 3. **Variance Requests.** If any variance(s) to these Guidelines or to the Protective Covenants is requested, it should be conveyed to the ARB at the time the application is submitted (Exhibit E).

The ARB shall provide the adjoining property owners with prompt written notice of the request to afford the adjoining property owners reasonable time (30 days) to engage with the neighbor and comment to the ARB prior to any decisions on the requests.

- d. **Other Projects.** Projects that do not involve construction, improvements, or renovations of homes, detached garages, or outbuildings may submit a narrative plus schematics with

locations of the proposed project (e.g., but not limited to, adding fences, additional landscaping, removing trees, pools, ponds, playground equipment) to the ARB for approval. Consultation with the ARB regarding a proposed project is highly recommended to determine the items to include in the narrative submission. The ARB review, approval and compliance process is the same as described for major projects.

- e. **ARB Approval and Compliance.** Upon review of the application package the ARB will issue a letter that indicates either approval, limited approval (approved, subject to limiting conditions) or disapproval of the application ^(20, 21). Work may begin upon approval or the portion indicating limited approval ^(20, 21). Any letter indicating limited approval or disapproval shall state the reasons ^(19, 22). Note that approval, limited approval or disapproval for construction and landscaping are issued separately ^(20, 21).

Upon completion of construction, improvements, renovations and landscaping, the ARB will site-visit the completed project to determine whether adherence to the approved application package was maintained ⁽²¹⁾. The ARB shall issue a letter of compliance for adherence to the approved application package ^(20, 21). If adherence was not maintained, the ARB shall issue a letter of rejection. The landscaping project is handled separately from a construction, improvements, or renovation project.

Should clearing or other activity be found to be in violation of these *Guidelines* or *Protective Covenants*, part or all of said monies shall be retained and used to mitigate or enforce any infractions of these *Guidelines* or *Protective Covenants* including the planting of privacy screens of trees and evergreen shrubs along borders ⁽²²⁾. The LOA Board also shall take such actions as deemed appropriate under Article XX of the *Protective Covenants* to enforce any provisions of the *Protective Covenants* which have been violated during the construction of any structure ⁽¹⁸⁾.

- f. **Appeals on Disapproved Plans.** A landowner may appeal the decision for review by the LOA Board ⁽¹⁹⁾. The LOA Board will review the stated reasons for disapproval and the basis for an appeal. The LOA Board may reverse the decision of the ARB upon an affirmative vote of two-thirds of the LOA Board members ⁽¹⁹⁾.
- g. **Licensed Contractors.** Only properly licensed contractors may perform work on any houses ⁽¹⁹⁾.
- h. **Variances.** All request for variances from the requirements set forth in these *Guidelines* or in the *Protective Covenants* shall be made in writing ⁽¹¹⁾. The ARB by majority vote of all members may grant natural area variances. Such variances may be granted only after written consent to such variances has been acquired from the adjacent lot owner(s) whose visual privacy will be directly affected by granting of a variance. When an adjacent lot owner(s) withholds approval and the ARB or lot owner seeking a variance considers the withholding of approval to be unreasonable, the ARB or lot owner may refer the variance request to the LOA Board which may grant the variance upon a two-thirds approval of all Directors ⁽²³⁾.

The ARB may grant 5% house size variances, time extensions for building construction,

approve the use of electric wire cross-fencing, concealed satellite dishes and the loading and off-loading of construction equipment in the subdivision roadway ⁽²⁴⁾.

Any variance granted shall be considered unique and will not set any precedent for future decisions ⁽¹¹⁾.

- i. **Refund of Deposit.** Upon the project's completion and after the ARB has verified that all clearing, grading, construction, and landscaping has been completed in conformance with ARB requirements the deposit shall be refunded ⁽¹⁹⁾. The ARB shall notify the LOA Board of Directors to refund the deposit. Failure to collect the deposit, or premature disbursement of the deposit, shall not be construed as acceptance by the ARB.

Summary

A summary of the design approval process is given in Table 2 and a timeline for key steps in the process is given in Table 3.

Table 2. Outline of Design Approval Process

Step	Action
<p>1: Preliminary ARB Review</p>	<p>Owner/Builder must submit the following:</p> <ol style="list-style-type: none"> 1. Application [\$500 application fee (placed in escrow) and completed Exhibits B, C, and D] 2. Site Plan (including pools, tennis courts, all buildings, driveways, well and septic field locations, etc.) 3. Preliminary house plans (two sets) 4. An 8 1/2" X 11" color board showing color and material of roof, exterior walls, shutters, trim, etc. 5. Exterior lighting designs and Landscaping plans (within 3 months of construction start)
<p>2: Final ARB Review</p>	<p>If requested, Owner/Builder must submit the following:</p> <ol style="list-style-type: none"> 1. Revised house plans 2. Revised site plan 3. Revised materials, color and finish boards <p>Upon receipt of properly completed application, the ARB reviews Application, Plans, and Specifications and renders in writing one of three decisions:</p> <ol style="list-style-type: none"> 1. Approved 2. Approved, subject to limiting conditions 3. Disapproved <p>If approved (subject to limiting conditions), Applicant must then make changes prior to submitting plans and specifications for Final Architectural Review. "Limiting conditions" are binding upon Applicants.</p> <p>In the event the application is disapproved at time of the ARB review, Applicant must make appropriate changes and resubmit for the same step for which plans and specifications were disapproved.</p> <p>The ARB will retain on file a copy of final approved documents along with owner's letter of compliance. The materials shall be given to the LOA Board for archiving.</p> <p>Appeal. If an application has been denied, or the approval is subject to limiting conditions which the Applicant feels unfair, the Applicant may within 30 days of the ARB's decision request a hearing before the LOA Board, which may override the ARB.</p>
<p>3: Submission of Plans to Appropriate County Department</p>	<p>The owner/Builder shall submit approved plans to the Chatham County Building Inspector and any other such agencies having jurisdiction for the required permits.</p>

Table 3. Arbor Lea Timeline for Key Steps in the Process

Timeline	Details
60 Days Prior to Start of Construction	<ol style="list-style-type: none"> 1. Submission of Application (\$500 application fee [placed in escrow) and Exhibits B, C, and D] (Fee is refundable after approved completion of construction and landscaping) 2. Submission of site plan. 3. Preliminary house plans (Two sets) 4. 8 ½" X 11" color board of sample materials for roof, exterior walls, shutters, trim, etc.
Within 30 Days After Submitting of the Application	<ol style="list-style-type: none"> 1. ARB reviews submitted plans and application and responds with comments within 30 days. 2. ARB returns one set of plans with comments. 3. Failure of ARB to meet to within 30 days of the submission of a complete application will constitute approval. 4. Upon Application approval by the ARB, the owner will submit a letter of compliance (Exhibit B)
Within 90 Days After Start of Construction	<ol style="list-style-type: none"> 1. Submit landscaping design and plans. 2. Submit exterior lighting design and plans.
Within 30 days of Completion of Construction	<ol style="list-style-type: none"> 1. ARB rules on whether adherence was maintained regarding the approved construction plan. Failure of ARB to meet within 30 days to discuss whether adherence was maintained will constitute approval.
Six Months After Completion of Construction	<ol style="list-style-type: none"> 1. The first 100 ft. of the driveway must be paved. 2. ARB rules on whether adherence was maintained on exterior lighting plans.
Within 9 months of Completion of Landscaping Plan	<ol style="list-style-type: none"> 1. Implementation of Landscaping plan is completed. 2. ARB rules on whether adherence was maintained regarding approved landscaping plan. The ARB may register a rejection to adherence anytime up to six months after the 9-month period for completion has expired. Failure to do so will constitute approval.
One Year After Start of Construction	<ol style="list-style-type: none"> 1. The exterior and 75% of interior of all buildings must be completed unless granted an extension; not to exceed 8 months.

Arbor Lea Design Criteria, Requirements and Permitted Uses

Design Criteria may be amended from time to time. Criteria may be amended to provide greater clarity on design specifications and other requirements that help achieve ⁽¹⁶⁾:

- a. Preservation of farm ambiance
- b. Preservation of the natural environment
- c. Architectural harmony of farm, nature, community
- d. Sense of spaciousness
- e. Visual and personal privacy
- f. Sense of community

To amend these guidelines the ARB shall make recommendations to the LOA Board who will approve/disapprove the recommendation(s) ⁽¹²⁾. The LOA Board reserves the right to review the construction and/or landscaping to determine whether there was adherence to the approved plan and to the *Protective Covenants* prior to refunding the deposit.

Quality Design and Construction

Homes in Arbor Lea must be designed in conformity with the standards, requirements, and guidelines set forth in the *Protective Covenants* and these *Guidelines*. The emphasis is on the aesthetics of the exterior architectural design and a compatible landscape design preserving the natural character of the site. Superior quality construction using natural materials such as natural stone, wood, stucco, and brick is expected ⁽²⁵⁾. The standards set forth in the *Protective Covenants* and additional specific minimum standards are set forth below.

Declaration of Protective Covenants & Restrictions, and ARB Guidelines

Before designing and developing a home, in order to comply with their obligations, the Owner, Architect, Landscape Architect, and General Contractor is encouraged to carefully read the *Protective Covenants* and these ARB *Guidelines*.

Approval Required Before Clearing

No bulldozing or clearing of trees, or excavating shall commence until Site Plans and specifications showing the nature, kind, shape, and location of work have been submitted, and approved by the ARB, and the final stakeout on site has been approved by an ARB Representative ⁽²⁶⁾. More than four (4) truckloads of soil may not be deposited at any location without prior ARB approval ⁽²⁶⁾.

Loading and Offloading of Construction Equipment. No loading and offloading of construction equipment used for house construction and lot improvement purposes is permitted in the right of way of the subdivision road serving Arbor Lea unless written permission is first granted by the ARB ⁽²⁷⁾.

Buildings, Improvements and Architectural Review. The intent of the *Protective Covenants* is to create a general plan and uniform scheme of development of the Property and to create within the residential community characterized by houses and other improvements of good design, high quality, and individuality ⁽⁵⁾.

Accordingly, prior to constructing any building or clearing any portion of any lot, the owner shall submit plans showing the design and placement of all structures, utilities, clearing and grading to the ARB ⁽¹⁴⁾. The ARB shall approve any exterior design and placement of any structural improvement which is in accordance with the *Protective Covenants* and the *Guidelines* ⁽¹⁴⁾. The ARB shall disapprove or require appropriate modification of any exterior design or placement of any structural improvement which is not in accordance with the *Guidelines* and/or General Site Plan ⁽¹⁴⁾.

Approvals and disapprovals shall be in writing and signed by the ARB chairperson or designee ⁽¹⁹⁾. Any disapproval shall state the reasons therefore and the owner may appeal the decision for review by the LOA Board ⁽¹⁹⁾. The LOA Board may reverse the decision of the ARB upon an affirmative vote of two-thirds of the LOA Board members ⁽¹⁹⁾.

The exterior and 75% of the interior of all dwellings and other buildings must be completed within one year after construction is commenced unless an extension, not to exceed eight months, has been granted by the ARB. When timely completion is impossible or would result in great hardship upon the owner or builder due solely to strikes, fires, national emergency, or natural calamities the ARB shall grant an extension ⁽²⁸⁾.

No buildings may be constructed or placed on the property unless in conformity with the following:

- a. **Dwellings.** Only one dwelling may be constructed on each lot ⁽²⁹⁾:
 1. Dwellings shall be limited to single family units; an apartment housing no more than two persons within the residence of the lot owner is allowed ⁽²⁹⁾.
 2. Dwellings may have one garage, attached or unattached, for up to four cars, not to exceed 1,200 square feet ⁽³⁰⁾.
 3. The minimum heated living area of any dwelling, excluding basement, porches, breeze ways, garages, and storage areas, shall be 2,300 square feet of floor space with at least 1,000 square feet of heated living area to be on the ground floor. The ARB may grant a 5% variance of the 2,300 square feet requirement if the proposed house has an attached garage. The ARB may grant up to a 25% variance of the 1,800 square feet on the ground floor requirement if it finds the house otherwise compatible with ARB standards ⁽³⁰⁾.
- b. **Buildings.** Two outbuildings (including any unattached garage) may be built on each lot. No outbuilding shall be more than 1,200 square feet in ground floor area nor more than twenty feet tall with the combined square footage of all outbuildings not to exceed 2,000 square feet of ground floor area ⁽³¹⁾.

- c. **Setback Lines and General Site Plans.** No dwelling, building or other structure of any kind shall be built or placed within 100 feet of a road right of way, 50' of a creek, nor within 75' of a lot line except as specified below ⁽³²⁾.

The setbacks are modified as follows ⁽³²⁾:

1. Lot 5, the setback from the northern lot line is 100'.
2. Oldham Park, 30' from all lot lines.
3. Lot 17, the setback from the northern lot line is 50'.
4. Lot 10, north of the creek the setback line is 50' from the western and eastern lot lines.

Within setback lines, houses, buildings, and other structural improvements (including pools and tennis courts) are to be constructed only in areas specifically approved by the ARB ⁽³²⁾.

Building locations shall be described in the General Site Plan (see page 32) for the lot: Privacy hedging required by the General Site Plan shall be planted and maintained upon the completion of a dwelling or outbuilding ⁽³²⁾.

Variations to these setback and General Site Plan requirements shall be permitted only when specifically agreed to in writing by the ARB, and only when the visual privacy of adjacent house sites is not impaired ⁽³²⁾.

Any General Site Plan variations granted by the ARB must first have the written consent of all adjacent lot owners and be approved by two-thirds of the members of the LOA Board ⁽³²⁾.

- d. **Grading and Drainage.**

1. No bulldozing or clearing of trees shall be commenced until plans and specifications showing the nature, kind, shape and location of work have been submitted and approved by the ARB. More than four truckloads of soil may not be deposited at any location without prior ARB approval ⁽²⁶⁾.
2. Owner/Builder shall be responsible for grading and surface drainage so that surface runoff will not adversely affect adjoining properties. Applicant shall provide construction devices, stepped terraces or other forms of erosion control as may be required by the ARB or the North Carolina Environmental Management Division ⁽²⁶⁾.
3. All natural areas shall be protected as provided in Article VIII of the *Protective Covenants* ^(26, 33).

- e. **Quality of Structures.** Mobile, modular, and similar prefabricated homes shall not be erected placed, or permitted to remain on any lot ⁽²⁸⁾. Quality log homes approved by the ARB may be allowed ⁽²⁸⁾.

1. No buildings shall have exposed metal siding or cinderblock, including painted cinderblock. All building materials used in the exterior construction of a dwelling or outbuilding shall be new except that salvaged stone and brick may be used if such materials are of good building material quality ⁽²⁸⁾.
 2. All roofing materials must be approved by the ARB, and will be reviewed on a case-by-case basis. Recommended roof surfacing materials are: asphalt shingle, cedar shakes, cedar shingles, or natural slate ⁽²⁵⁾. Use of anodized aluminum and copper seamed roofing is restricted. The ARB has the authority to disapprove any roofing material or color choice that it deems to be inharmonious with the house design, surroundings, or the community as a whole.
- f. **Exterior Designs, Materials, and Colors.** Approval of exterior design will be based on overall design themes and will consider mass and scale; materials, textures, colors and finishes; continuity between primary design elements and secondary surface treatments; placement of windows, doors, and openings; vertical and horizontal lines, roof pitches, etc. ⁽²⁵⁾.

The color of the exterior of all buildings shall be natural wood, brick, earth-tone or subdued color and be approved by the ARB ⁽²⁵⁾. Most earth-tone colors work well in tying together the continuity of buildings and the site. The intent is for the individual houses to blend into the total image of Arbor Lea. Roof colors should not contrast sharply with the rest of the house ⁽²⁵⁾. Garage doors are to be the same color as trim or siding, as specifically approved by the ARB. The ARB shall have final approval of all exterior colors and materials. Exterior colors, which in the opinion of the ARB would be inharmonious, discordant and/or incongruous shall not be permitted ⁽²⁶⁾.

1. The selection of exterior materials shall be harmonious with the architectural motif of each dwelling and the community development as a whole. Natural materials are preferred over synthetic ones. Depending on specific applications, the following materials have been approved by the ARB ⁽²⁵⁾.
 - a) Wood (fir/pine/cypress/cedar/redwood): board and batten, lap siding, cedar shakes (roofs), and tongue and groove siding ⁽²⁵⁾.
 - b) Clapboard: will be considered on its own merit ⁽²⁵⁾.
 - c) Stucco: approval subject to application, texture, and decorative treatments ⁽²⁵⁾.
 - d) Masonry: natural stone, brick and concrete block with approved surface treatments ⁽²⁵⁾.
 - e) Windows: wood, aluminum clad or PVC clad ⁽²⁵⁾.
2. Gutters and downspouts should be metal painted to match the trim or siding (as specified on application and approved by the ARB). Any proposed leaf guards must either be compatible with the roof color or painted to match the gutter.

3. All roof stacks, plumbing vents, flashing, and metal chimney caps shall be painted to match roof color or have a dark dull finish. For flashing, anodized aluminum (color to blend with roof) or copper is recommended. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible ⁽²¹⁾.
 4. Cement-based siding (e.g., Hardie Products) are approved only for limited applications and in the types indicated as follows: fascia board; soffit board; beaded lap siding, smooth lap siding, shingle siding for dormers and accents ⁽²¹⁾.
 5. **Unapproved Materials.** The following exterior materials are **not** considered to be within the scheme and plan of development of Arbor Lea and are not approved for construction: vinyl and metal siding, decorative concrete block, concrete block (except subsurface wall), fiberglass, plastic or asphalt siding, fiberglass garage-doors, and certain types of imitation stone and brick. High quality simulated stone and brick from natural materials will be considered on their own merit ⁽²⁵⁾.
- g. **Additions/Remodeling/Improvements.** Applications for changes, modifications, alterations and improvements to existing homes shall be submitted in writing to the ARB. The ARB will then determine whether an application fee is required. This requirement includes repainting or re-staining of a home if a color other than the originally approved color is to be used. Approval shall not be unreasonably refused ⁽¹¹⁾.
- h. **Solar Collectors.** Applications and plans for all photovoltaic solar collector systems on roofs only shall be submitted to the ARB for consideration. Solar Collectors are permitted with certain restrictions ⁽²¹⁾:
1. Applications and plans (sealed by a NC licensed Architect or Professional Engineer) shall be submitted to the ARB for all Photovoltaic Solar Collector (PVSC) systems on roofs and shall be considered on an individual basis.
 2. Solar collectors must be oriented or screened in such a manner to avoid visual reflection or glare to neighbors.
 3. Solar collectors in common areas are not permitted ⁽³⁴⁾.
- h. **Wind Driven Systems.** Wind driven systems for electrical generation for residential use are not permitted ⁽³⁴⁾.
- i. **Skylights.** Skylights are allowed; however, visual screening may be required if glare occurs to nearby neighbor.
- j. **Satellite Dish.** The ARB requires Landowners to place the satellite dish in concealed areas, i.e., where it is not visible to residential neighbors ⁽³⁵⁾. Single homeowner satellite dishes may not be placed in natural areas ⁽³⁵⁾.

Satellite dishes shall not be placed on any **common areas** unless approved by the ARB

⁽³⁵⁾. All landowners adjacent to the common area must approve such a placement. Dishes approved for placement in common areas shall serve more than one lot ⁽³⁶⁾.

- k. **Swimming Pools.** Swimming pools are to be constructed only in areas that meet setback requirement and must be approved by the ARB ⁽³⁷⁾. Plans showing size and placement of swimming pools shall be submitted to the ARB for approval. The ARB will determine whether there is a need for a visual/privacy screen surrounding it.
- l. **Area Lighting.** All area lighting shall be placed within setback lines except ground lighting and driveway entry lighting and approved by the ARB. All lights shall be positioned and shielded so as to not illuminate adjacent house sites. Driveway and/or lot entry lights are to be shielded in a manner such that light is directed toward adjacent ground area. Other lights attached to the building structure (entry and/or front porch lights, side and rear lighting) are to be selected and positioned in a manner so as to not create a visual burden on adjacent property owners. In order to minimize the amount of continuous area light associated with home sites and to minimize the impact of lighting on adjacent sites, residents are encouraged to make extensive use of times and/or motion detectors or sensors ⁽³⁸⁾. No general street lighting shall be allowed except decorative lamppost style lights approved by the ARB ⁽³⁸⁾.

In the event adjacent or other landowners within the subdivision feel that area lighting of one lot imposes a visual burden on others, efforts are to be made in order to rectify the situation directly with the homeowner through re-positioning, shielding, or other means which are mutually agreeable. In the event an agreement cannot be reached, parties may appeal to the ARB and/or the LOA Board for a decision on the issue ⁽³⁸⁾.

- m. **Temporary Structures.** No structure of a temporary nature, trailer, camper, van, basement, tent, garage, barn, or other outbuilding shall be erected, placed, used, or permitted on any lot for residential, storage, or animal husbandry purposes. Any recreational van kept on a lot must be garaged or parked in an area concealed from view of adjacent lots ⁽³⁹⁾.
- n. **Other Structures.** Within setback lines, other structural improvements are to be constructed only areas specifically approved by the ARB ⁽³⁷⁾. Examples are, but not limited to, tennis courts, large playground structures, basketball courts and private ponds ^(21, 37). The ARB may require visual screening.
- o. **Fencing.** All perimeter fencing and cross fencing for horse pastures shall be three-board wooden fencing of the same type and color placed on the property by the Declarant ⁽⁴⁰⁾. Upon approval of the ARB as to location and design, electric wire fencing may be used for cross-fencing in the containment of horses. Fencing placed along the trail corridor shall allow free passage along the trail. When fencing is placed immediately adjacent to a property line by one lot owner, the adjacent lot owner shall use that fencing rather than building a parallel boundary line fence. Adjacent lot owners using an original common fence shall each pay at least one-half of all maintenance and replacement cost of the original boundary line fencing ⁽⁴⁰⁾.

All fencing shall be uniformly maintained in good repair and, if stained, recoated at least

every eight years. The color of stain used in recoating shall be approved by the ARB (40).

Protective Covenants only allow 3-board fences ⁽⁴⁰⁾. However, under certain circumstances alternate fencing may be permitted by the ARB. For example, landowners with flower and vegetable gardens may request a variance to allow alternate fencing. However, to obtain a variance mitigation is required that reduces its visibility to neighbors and any roadway. For example, the ARB has required visual screening by natural vegetation, by planting evergreen plants and/or the use of black or dark green fencing (includes posts). The visibility of the fence must be reduced when viewed from adjacent neighbors and roadways ⁽²¹⁾.

Variances may be granted only after written consent to such variances has been acquired from the adjacent lot owner(s) whose visual privacy will be directly affected by the granting of a variance ⁽²³⁾. The ARB by majority vote of all members may grant natural area variances ⁽²³⁾.

When an adjacent lot owner(s) withholds approval and the ARB or lot owner seeking a variance considers the withholding of approval to be unreasonable, the ARB or lot owner may refer the variance request to the LOA Board which may grant the variance upon a two-thirds approval of all Directors. All requests for a variance must be submitted to the ARB and majority vote is needed for approval ⁽²³⁾.

p. **Natural Areas.**

1. **Grassland and Woodland.** A natural area of existing grassland, trees, and shrubs, stretching from all lot lines to all setback lines shall be maintained on all lots. Trees, shrubs, orchards and vineyards may be planted in grassland areas; trees and shrubs in wooded areas may be removed but only in a manner consistent with good forestry management practices limited to removal of poisonous plants and selective cutting of diseased and/or overcrowded plants and selective cutting of diseased and/or overcrowded trees, provided trees and shrubs other than those of special historical or botanical significance may be removed to accommodate improvements limited to ornamental shrub and flower gardens, pools, patios, arbors and gazebos ⁽⁴¹⁾.

Structural improvements may be placed in natural areas only when approved by the ARB, when located 150 feet from any road and when hedged with evergreen shrubs so as not to impair the visual privacy of adjacent lots. A lot owner may place a crop garden in natural areas without a variance but only when located 150 feet from any road and only when no tree or shrub removal is required ⁽⁴¹⁾. Refer to fencing requirements under Section o above.

Underground utilities (i.e., septic & water lines and such lines as required by electric, cable, natural gas and phone utility easements) and driveways may be placed in natural areas when such placement minimizes disturbance of the natural area and is of economic necessity ⁽⁴¹⁾.

No improvements other than approved fencing may be placed in natural areas⁽⁴¹⁾. Only approved fencing is the 3-board fence^(40, 42). Fencing for gardens require a variance approval from the ARB (see Section o above on fencing).

2. **Streams.** A natural area encompassing an area 25 feet on both sides of all creeks shall be maintained on all lots. Ponds with dam heights limited to seven feet may be placed in streams provided trees of special historical or botanical significance are not damaged or removed⁽⁴¹⁾.

 - q. **Mail Boxes.** All lot owners shall use mail box pedestals installed or provided by the Declarants and any replacements approved by the ARB. No mailboxes or other similar receptacles shall be erected on any lot unless design and specifications are incorporated into final plans approved by the ARB^(26, 43).

 - r. **Driveways.** Graded and cleared areas for private drives through the setback areas constructed by lot owners shall be no more than 15' wide. Except for lots 3, 4, 5, 6, 9, and 10, all driveways shall be surfaced with a standard driveway surfacing material (e.g., concrete, asphalt, gravel, paving stone or block, composite material) within 6 months of the completion of the house construction. Driveways that slope down to Meadow Run Drive shall have the down-sloping portion surfaced with a solid material, to prevent washing onto the road, within 6 months of the completion of house construction⁽⁴⁴⁾.
- Improvements to entryways serving Lots 3 and 4, 5 and 6 and the Reserved Area entryway beyond those made by the Declarant may be made by the respective owners only upon prior approval by the ARB⁽⁴⁶⁾.
- s. **Privacy Gates.** All privacy gates placed at any driveway entry shall be ornamental iron gates⁽⁴⁵⁾.

 - t. **Landscaping.** Separate from the construction and within three months of initiating home construction a landscaping plan shall be submitted to the ARB⁽²¹⁾. For the purposes of the Architectural Review Board, a landscape plan is requested for submittal by each landowner prior to the construction or installation of any permanent landscape feature not previously indicated on the landowner's site plan⁽⁴⁴⁾.

A landscape plan represents the location of features on the landowner's site survey drawn to demonstrate accurate scale. Examples of permanent landscape features include: driveways, outbuildings, ponds, sporting or recreational facilities, or any large scale planting which may impact on the pastoral character of Arbor Lea⁽⁴⁴⁾. In addition to the privacy screens (such as located between properties) specified in the Arbor Lea General Site Plan and *Protective Covenants*, the ARB may require additional privacy screens. Privacy screens shall be fast growing evergreens and the names and locations of all plants for this purpose shall be specified and approved by the ARB⁽²¹⁾.

A planting plan which indicates the names and locations of all plants included in a foundation or entry garden, flower or vegetable garden is not required by the ARB⁽⁴⁴⁾.

ARB approval required for landscaping is separately sought and granted from the approval for final home construction. Landscaping should be completed within 9 months from the completion of the home, which allows for optimal planting in one of the two planting seasons. When all landscaping has been completed as required, the landowner notifies the ARB in writing and the ARB must formally approve the landscaping within six months of notification of its completion or it is deemed approved. Any additional landscaping or changes to the approved original drawings, plans, and/or specifications are subject to approval by the ARB. The General Contractor, on behalf of the Owner, is responsible for ensuring that all landscaping is installed in accordance with the approved plans. The Owner will be held responsible for unapproved changes from approved landscaping plans.

Pasture land is to be preserved and not reforested, so that the contiguous views provided by Arbor Lea's own landscape in the General Site Plan remain for the enjoyment of all property owners. Except where specified for privacy screening, landowners are encouraged to retain existing mature hardwood trees, pines and cedars and to plant native or adapted trees and shrubs which blend into the existing palette of vegetation ⁽⁴⁴⁾.

- u. **Signs.** Except as otherwise required by North Carolina law, all banners, signs and letters of any kind, including "For Sale", "For Rent", and builder signs shall be approved by the ARB before installation. Unless otherwise permitted by the ARB, signs shall be no larger than 2' x 3' and shall be gray and gold in color ⁽²⁶⁾.
- v. **Water Wells.** Water wells, to be drilled within the community are subject to Chatham County restrictions and requirements. Above ground apparatus must be covered with a decorative cover or screened with evergreen shrubs, the height of the apparatus when planted ⁽²¹⁾. ARB approval may be required for above ground apparatus appearance ⁽²¹⁾.
- w. **Septic Fields.** The landowner is referred to the Chatham County Department of Health regarding regulations and code requirements for septic fields.
- x. **Mechanical Equipment, Hardware & Functional Containers.** All mechanical equipment, hardware and functional containers (e.g. garbage containers, oil/gas tanks, pool/spa/hot tub pump equipment, permanent whole-house emergency generators, water booster pumps, etc.) shall be located in rear yards or side yards within the allowable building envelope area and shall be screened or walled from front streets and adjoining properties as required by the ARB ⁽⁴⁶⁾. Underground fuel tanks shall be constructed to ensure long-term prevention of fuel leakage into surface or ground waters ⁽⁴⁶⁾.
- y. **Landscape Water Features.** Landscape water features that have the appearance of a naturally occurring landscape element may be located on a residential property, but only with approval by the ARB. To be considered, a landscape water feature must meet the following criteria (without limitation):
 - 1. Functional materials, apparatus, and utilities used in the construction of a landscape water feature should be concealed from sight by plants, natural rocks/stones, and other naturally occurring materials, or installed underground ^(21, 35).

2. Pumps, filters, and other mechanicals that operate the landscape water feature should be totally concealed and not be audible from any neighboring lot, except for the sound of running or falling water ^(21, 35). Placement of any mechanical equipment may not extend into the setback area consistent with the *Protective Covenants*
3. Installation of any part of the landscape water feature should be within the *Protective Covenant* setback requirements of a house ^(32, 21).

Restricted Uses

No manufacturing, commercial or business enterprise of any kind for profit shall be maintained on, in front of, or in connection with the properties, nor shall property in any way be used for other than strictly residential purposes ⁽⁴⁷⁾.

Permitted Uses

The restriction on commercial or business enterprise shall not apply to the Reserved Area and shall not be construed, however, as preventing the following uses ⁽⁴⁸⁾:

- a. Any owner may plant, cultivate, and harvest garden crops provided that the crops are solely for the use and consumption of his family and guests and are planted within the permitted area of the lot. No tobacco nor any illegal crop may be planted. All garden crop areas shall be located outside of setback/natural areas ⁽⁴⁸⁾.
- b. One horse and a suckling born of the horse (up to eight months) may be kept on each one and one-quarter acres of pasture. All horses shall be securely fenced and properly cared for. Barns, stables, training rings, and other structures must be approved in advance by the ARB ⁽⁴⁸⁾.
- c. The practice of law, medicine, psychology and similar professions and home business may be operated by resident owners provided that no more than one nonfamily member works in the business; there are no retail trade or client visits except by prior appointment by no more than five persons per day; the business is located solely within the dwelling of the owner or allowed outbuildings; no sign is located on the lot or within one mile of the lot; and the activity creates no noise, odor, or other unsightly or noxious condition offensive to any other lot owner ⁽⁴⁸⁾.
- d. An apartment housing no more than two persons is permitted within the residence of the lot owner or within a permitted detached garage or outbuilding, provided neither the residence, the garage nor the outbuilding are used exclusively for apartment purposes ⁽⁴⁸⁾.

Utilities

The Protective Covenants reserve the following easements for utility purposes ⁽⁴⁹⁾:

- a. The right to grant electric, telephone, cable television, water, sewer, gas, and other energy, supply, or communication service easements for the installation and maintenance of underground distribution lines which may require initial payment and/or continuing

monthly payments to the utility company by the lot owner for utility service to the respective lot ⁽⁴⁹⁾.

- b. An easement along the trail system, the road rights of way, utility easement, and the driveway corridors for the installation of water lines and the installation and maintenance of television cable lines ⁽⁴⁹⁾.

All utilities located within the lots must be underground ⁽⁴⁹⁾.

Drain Fields and Septic Systems. All drain fields and septic systems shall be maintained in full compliance with governmental regulations and so as not to interfere with the enjoyment of the properties. A cover of grass or trees shall be established and maintained in all drain field areas to control soil erosion ⁽⁴⁹⁾.

Noxious and Offensive Activities Prohibited

No noxious or offensive activity shall be carried on or permitted within either the property or the Reserved Area. Nothing shall be done or maintained that is in any way noxious, loud, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood ⁽⁵⁰⁾.

Any motor vehicles operated on the property shall be muffled so as not to interrupt the peace and quiet of neighboring residences ⁽⁵⁰⁾.

No mobile homes or inoperable vehicle may be stored or regularly parked on the properties, except that inoperable vehicles acquired as collector items, may be stored in the owner's garage or approved outbuilding. Further, neither trade materials nor inventories may be stored on any residential lot except in the owner's residence or approved outbuilding ⁽⁵⁰⁾.

Reserved Area

The "Reserved Area" was purchased by the University of North Carolina, Chapel Hill. It has been divided into two phases. Phase I has been completed as a parking lot for commuters to the UNC campus. Phase II remains undeveloped at the time of writing of these guidelines.

As stated in the *Protective Covenants*, the "Reserved Area" is reserved for commercial uses and shall be covered by restrictions limited to the following ⁽⁵¹⁾:

- a. The Reserved Area is restricted to agricultural, residential, office, institutional and retail uses. No building shall be taller than four stories.
- b. The provisions set forth in Articles VII, IX, X, XI, XII, and XIII of the *Protective Covenants* apply to the Reserved Area.
- c. No building, parking lot, structure or other improvement of any kind shall be built or placed nearer than 50 feet to the eastern boundary line of the Reserved Area.

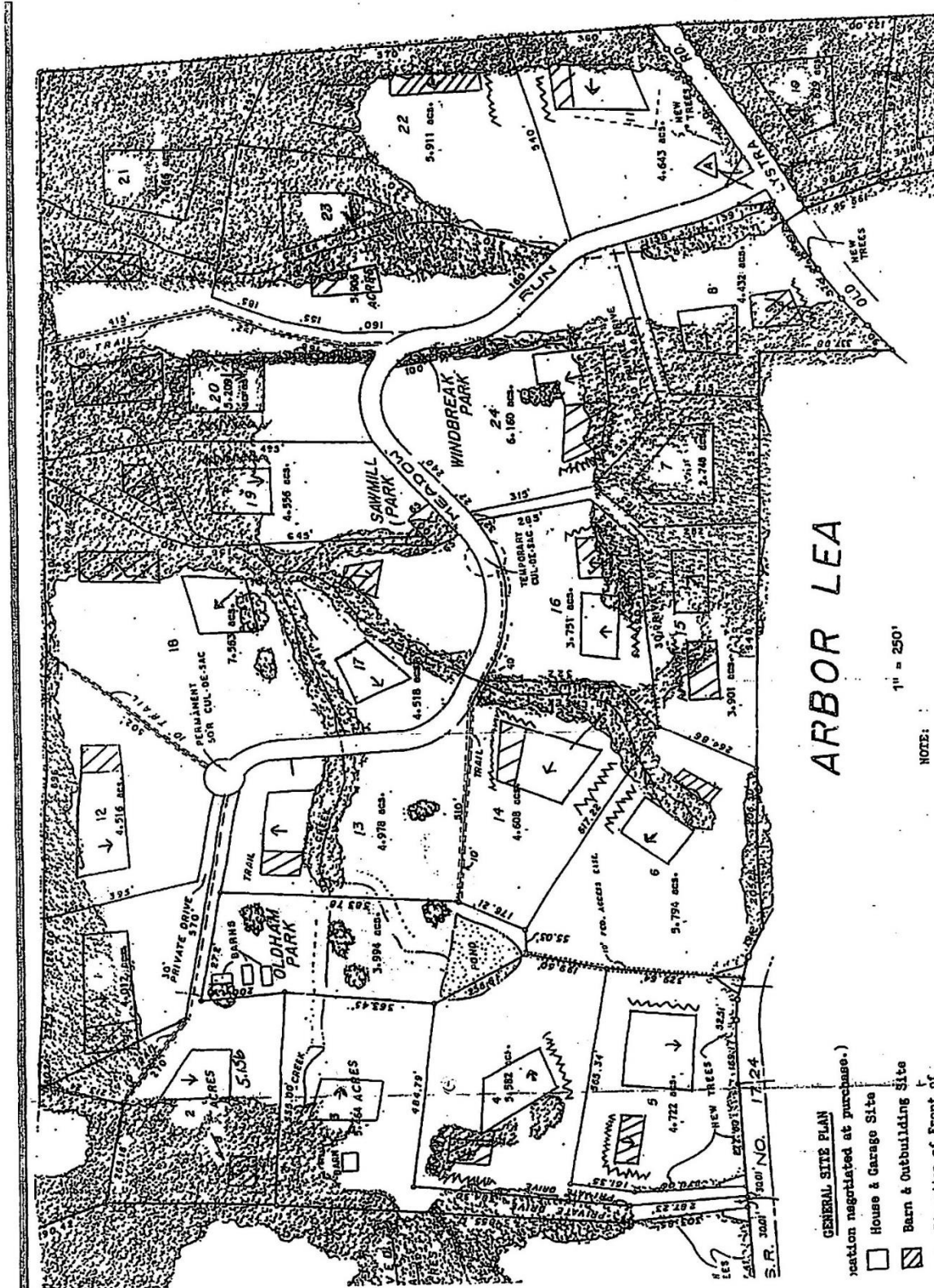
- d. No road shall be built nearer than 100' to the eastern boundary line of the Reserved Area.
- e. The design and construction of buildings and improvements within the Reserved Area shall be undertaken so as to prevent the siltation of streams and the erosion of stream banks in Arbor Lea.
- f. All wooded areas within the eastern setback lines shall remain in their natural state. The setback borders of all wooded areas and grassland areas shall be planted and maintained with a privacy screen of tall-growing shrubs prior to any building activity on the Reserved Area. The privacy screen initially shall be planted with 6' tall shrubs 5' on center. The privacy screen shall be planted and maintained to ensure maximum visual privacy of residential areas along the northern and eastern boundary lines of the Reserved Area.
- g. All exterior lighting in the Reserved Area shall be directed away from and be positioned and shielded so as not to cast direct light on any residential area along the northern and eastern boundary line of the Reserved Area.
- h. All requests for rezoning of the Reserved Area shall first be submitted to the Landowners Association Board of Directors for review and consultation at least 30 days prior to submission to the Chatham County Planning Board and/or Board of Commissioners or other appropriate local governmental agencies. The Board of Directors and the Declarant shall work together to ensure that all plans do not unduly interfere with Arbor Lea residential uses. If the Board reasonably finds that the proposed retail use will unduly interfere with the residential use of the property, then that retail use is not allowed. All plans submitted by the Declarant which the Board of Directors finds in compliance with this Article shall not be opposed by the Association or lot owners in any proceedings at law or in equity.
- i. All plans for building or clearing in the Reserved Area shall be submitted to the ARB for review 30 days prior to any building activity to ensure compliance with this Declaration. All building plans are to be accompanied by a deposit of \$500 for single family residential plans and \$5000 for all other building plans which shall be refunded upon the completion of construction and clearing activity if it is done in compliance with this Declaration. Part or all of said monies may be retained by the ARB if needed for hedging and screening to mitigate any actions which are found to be in violation of the provisions of this Article.
- j. The Declarant may subject the "Reserved Area" to additional restrictions and covenants.

References

1. Arbor Lea Landowners Association was incorporated on March 2, 1990 as a nonprofit under the Nonprofit Corporation Act (NCA) of the State of North Carolina. Articles of Incorporation of Arbor Lea Landowners Association, Document No. 474620 filed on March 9, 1990. Rufus L. Edmisten, Secretary of State, North Carolina.
2. Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement for Arbor Lea. North Carolina, Chatham County Book of Deeds. Book 550, page 91-117.
3. Bylaws of Arbor Lea Landowners Association, Inc. (with 1st amendment), Article IV, Section 7, p. 7.
4. Protective Covenants, Article II, p. 2.
5. Protective Covenants, Article V, Section 11, p. 7, paragraph 1.
6. Protective Covenants, Article VI, p. 9.
7. Protective Covenants, Article V, Section 11, last paragraph, p. 8.
8. Original "Arbor Lea: Design Criteria and Review Procedures" document, p. 1, 2, or 3.
9. Protective Covenants, Article V, Section 11, p. 7, 8.
10. Protective Covenants, Article V, Section 11, paragraphs 5 and 6, p. 8.
11. Original "Arbor Lea: Design Criteria and Review Procedures" document, p. 4.
12. Protective Covenants, Article V, Section 11, paragraph 1, p. 7.
13. North Carolina Planned Community Act, NC Statute 47F, Article I, 47F-1- 102 (paragraph c) and 47F-2-117.
14. Protective Covenants, Article V, Section 11, paragraph 2, p. 7.
15. Protective Covenants, Article V, Section 11, paragraph 6, p. 8.
16. Dr. Clyde Keisler's presentation at LOA meeting, October, 2014 cited Ten Goals guiding the development of Arbor Lea.
17. Protective Covenants, Article V, Section 11, paragraphs 1 and 2, p. 7.
18. Protective Covenants, Article XX, paragraph 1, p. 24.
19. Protective Covenants, Article V, Section 11, paragraph 2, p. 8.

20. Original "Arbor Lea: Design Criteria and Review Procedures" document, p. 3, and Arbor Lea Timeline Attachment.
21. ARB rulings on previously submitted plans.
22. Protective Covenants, Article V, Section 11, paragraph 3, p. 8
23. Protective Covenants, Article V, Section 11, paragraph 4, p. 8.
24. Protective Covenants, Article V, Section 11, paragraph 5, p. 8.
25. Original "Arbor Lea: Design Criteria and Review Procedures" document, p. 5.
26. Original "Arbor Lea: Design Criteria and Review Procedures" document, p. 6.
27. Protective Covenants, Article XII, Section 9, p. 14.
28. Protective Covenants, Article V, Section 4, p. 6.
29. Protective Covenants, Article V, Section 1, p. 4.
30. Protective Covenants, Article V, Section 1, p. 5.
31. Protective Covenants, Article V, Section 2, p. 5.
32. Protective Covenants, Article V, Section 3, paragraph 2, p. 5.
33. Protective Covenants, Article VIII, Section 1, p. 10.
34. A proposed plan on solar collectors in common area was not accepted by Association membership at LOA annual meeting in 2005. Wind Driven systems were not approved.
35. Protective Covenants, Article IX, paragraph 3, p. 11.
36. Protective Covenants, Article IX, paragraph 3, p. 12.
37. Protective Covenants, Article V, Section 3, paragraph 2, p. 5.
38. Arbor Lea Transition Committee, Summary of Proceedings, 1996, approved by LOA Board of Directors.
39. Protective Covenants, Article V, Section 5, p. 6.
40. Protective Covenants, Article V, Section 6, p. 6.
41. Protective Covenants, Article VIII, Section 1, p. 10 and 11 and Section 2, 11.

42. LOA Board member sought clarification on fencing allowed in Arbor Lea from Wade Barber on November 19, 2013, counsel who wrote the Protective Covenants.
43. Protective Covenants, Article V, Section 7, p. 7.
44. Original "Arbor Lea: Design Criteria and Review Procedures" document, attachments: Amendment to Article V, Section 10: Driveways (p.7); Arbor Lea Transition Committee, Summary of Proceedings (1996); Area Lighting; Arbor Lea Timeline; Landscape Guidelines.
45. Protective Covenants, Article V, Section 9, p. 7.
46. Protective Covenants, Article XII, Sections 2, and 3, p. 13; Section 10, p. 14.
47. Protective Covenants, Article VI, paragraph 1, p. 9.
48. Protective Covenants, Article VI, items 1-4, p. 9.
49. Protective Covenants, Article IX, p. 11.
50. Protective Covenants, Article X, p. 12.
51. Protective Covenants, Article XVII, p. 22



Architectural Review Board Application Checklist

Exhibit A

Note: Complete All Applicable Parts

Date:		Lot #:		Owner		ARB Review Date	
Deposit for Construction and Landscaping Paid (\$500 payable to "Arbor Lea Landowners Association")							
Check No.:		Date:		Payer:			
Architect's Name; Telephone No.; NC License No.							
Landscape Architect's Name; Telephone No.; NC License No.							
Civil Engineer's Name; Telephone No.; NC license No.							
Contractor's Name; Telephone No.; NC license No.							
Surveyor's Name; Telephone No.; NC license No.							
Architect Plan Date:				Landscape Architect Plan Date:			
Civil Engineer Plan Date:							
Surveyor Plan Date:							
For Parts 1 and 2 of Application							
Two sets of 11" x 17" Elevations				Two sets of 11" x 17" Site, Grading, and Drainage			
All Architectural Plans are sealed				Three sets of 8 1/2' x 12' Landscaping Plans			
Color Rendering (all necessary elevations)				One Color and Materials Palette			
Encroachment : Ft. In.; into Ft.; Setback: Left Right Front Rear							
Site and Grading Plans:							
Boundary lines, north arrow, topography				Utility location (water, electrical, gas, sewer)			
Setbacks, easements, and rights of way				Location - HVAC units: N S E W			
Staking and layout with critical dimensions				Location - Satellite Dish: N S E W			
Tree survey and legend				Driveways (location, paving)			
Trees to be removed indicated							
Walks, patios, fences, decks, pools, etc.							
All floor level elevations including garage, deck & patio							
Landscape Plan, Plant List & Schedule:				(Submit to ARB within 3 months after start of construction)			
Phase I (required on Master Site Plan) plants shown							
Phase II (optional) plants shown							
Additional Privacy Plant Screening shown							
Screening of HVAC units shown							
Screening of Generator shown							
SITE DETAILS							
LANDSCAPE PLAN							
LANDSCAPE LIGHTING PLAN							
FLOOR PLANS (Only in 11" X 17" plans)				BUILDING SECT. & DETAILS (Only in 11" X 17" plans)			
All exterior walls, openings (doors, windows,				Floor, wall, ceiling, roof relationships			
Porches, decks, patios, planters, screen walls				Exterior finishes and details			

Heated square footage per level	Foundation material
Square footage of garages, decks, patios, and porches	Roof structure with pitch and covering material
	Exterior decks, balconies and stairs
	Gable end and eave detail
EXTERIOR ELEVATIONS (scale 1/4" = 1')	
All sides and hidden planes	Chimney top and spark arrestor detail
Existing/proposed grades plotted on all elevations	Skylights
Exterior materials, finishes	Solar Panels
Trim detail	Exterior Lighting
Window and door schedule	

Materials (Color Samples)	
Brick	Mortar
Stone	Mortar
Siding	Stucco
Patio	Deck
Porch/Balcony	Railing
Windows	Shutters
Roofing	Gutters
Fascia/Trim	Glass Block; Design
Front Door	Other Doors
Garage Door	Retaining Walls
Driveway	Pavers
Fence	Fence Style

<u>For ARB use – ARB Review and Required Changes</u>	
Reviewed by:	Date:
Architectural Plans:	
Site and Grading	
Landscaping Plan:	
<u>PROPERTY OWNER/ARCHITECT CHANGES</u> (from Original Plans)	
Architectural Plans:	

Architectural Review Board Exhibit B Application for Approval of Construction, Improvements, or Renovations – Part 1

Note: Complete All Applicable Items

Lot		Property Owner:		Submittal Date:	
Current Address:					
City		St.		Zip	Tel. #
Arbor Lea Address:					
			Final ARB Review Date:		
New Home:		Major Alteration (what)			
Estimated Beginning Const.:			Estimated Completion Date:		
Preliminary Drawings			Final Drawings		
L		A		L	A
	Date		Date		Date

L = Site, Drainage, Landscape, Irrigation, Details A = Architectural Elevations, Floor Plans, Building Details

Initial Submission				Revision Date:	
Total Heated Square Feet:					
	Garage		ft ²		ft ²
	Patio		ft ²		ft ²
	Screened Porch		ft ²		ft ²
	Deck		ft ²		ft ²
	Other		ft ²		ft ²
	Describe				
Total Footprint Square Feet					

GENERATOR:

Manufacturer:		Model No.	
Measurements:	Decibel	Kilowatts	Sound Yes No
Location:	See Plan		

ENCROACHMENT

Describe Structure:						
	Front side setback*		Ft.	Rear side setback		Ft.
	Left side setback		Ft.	Right side setback		Ft.

* Measurement is to nearest property line.

1.	Has a licensed architect and landscape architect of the State of North Carolina designed the improvements for this particular site?	Yes		No	
2.	Has a structure been previously constructed from these plans in this area?	No		Yes	

	If yes, address:								
Architect		Name	Company						
		Address							
		City	State	Zip					
		Telephone	Fax #						
		NC Lic.	e-mail address						
Landscape Architect		Name	Company						
		Address							
		City	State	Zip					
		Telephone	Fax #						
		NC Lic.	e-mail address						
Civil Engineer		Name	Company						
		Address							
		City	State	Zip					
		Telephone	Fax #						
		NC Lic.	e-mail address						
Contractor		Name	Company						
		Address							
		City	State	Zip					
		Telephone	Fax #						
		NC Lic.	e-mail address						

I certify that I have read the ARB Guidelines and the proposed improvements are in accordance with the Guidelines.

Submitted by:		
	Print Name (Property owner or property owner's representative)	Title
	Signature (Property owner or property owner's representative)	Date

PLEASE DO NOT BEGIN IMPROVEMENTS UNTIL ARB APPROVAL IS RECEIVED IN WRITING

Architectural Review Board Exhibit C

Application for Approval of Construction, Improvements, or Renovations

– Part 2

Note: Complete All Applicable Items

Date	Lot #	Property Owner	ARB Review Date	
Architect			Landscape Architect	
Brick		Type /manufacturer/model or series I.D	Color	
Mortar			Color	
Stone		Synthetic? Name	Color	
Siding		Material	Color	%LRV
Stucco		Hard coat? Manufacturer	Color	%LRV
Patio		Material	Color	
Deck		Material	Color	
Porch		Material	Color	
Railing		Material	Color	
Roofing		Material/manufacturer/model	Color	
Gutters		Material	Color	
Fascia /Trim		Material	Color	%LRV
Garage Doors		Material/manufacturer/model	Color	%LRV
Doors		Material/manufacturer/model	Color	%LRV
Windows		Material/manufacturer/model	Color	
Shutters		Material/manufacturer/model	Color	%LRV
Driveway			Style/Materials/Color	
Fence			Style/Materials/Color	
Retaining Walls		Cut slope	Fill slope	Material

Submitted By			
		Print Name (Property owner or property owner's representative)	Title
		Signature (Property owner or property owner's representative)	Date
PLEASE DO NOT BEGIN IMPROVEMENTS UNTIL ARB APPROVAL IS RECEIVED IN WRITING			

Architectural Review Board Exhibit D

Revised Submittal; Waiver or Variance Request Form

Note: Complete all applicable items.

Date		Lot #		Owner		ARB Review Date	
Address:							
New Construction?		Existing Home?		Requested by:		Tel. #:	
Deposit		Check No.:		Payer:			
Architectural Plans –Date:				Landscaping Plans – Date:			
Architect:			Tel #			NC Lic. No.:	
Landscape Architect:			Tel #			NC Lic. No.:	
Civil Engineer:			Tel #			NC Lic. No.:	
Contractor:			Tel #			NC Lic. No.:	
<i>Contractor licensed in the State of</i>			Unlimited:			Limited:	
Description of Alteration or Improvement				If for Generator:			
				Manufacturer:			
				Model No.:			
				Measurements:			
				Decibel Level:			
				Kilowatts:			
				Sound Attenuation?			
				Location:		See Plan	
<i>(Any additional changes after approval date must be submitted to ARB)</i>							
I certify that I have read the current ARB Guidelines and the proposed improvements are in accordance with the Guidelines							
						Date:	
Signature of Property Owner(s) or Agent of Property Owner							

PLEASE DO NOT BEGIN IMPROVEMENTS UNTIL ARB APPROVAL IS RECEIVED IN WRITING

Architectural Review Board Exhibit E

Letter of Compliance

TO: Arbor Lea Architectural Review Board (ARB)

From (Owner/Applicant):

I have received the comments/decisions of the ARB and will abide by their decisions. Furthermore, I will see that my architect, builder, and all persons associated with construction on my lot will abide by plans as approved by the ARB. Also, understand that if I wish to make any deviations from approved plans, including color or materials, I must resubmit the desired changes on Exhibits B and C to the ARB.

Owner/Applicant

Date

Architectural Review Board Exhibit F

For ARB Use Only

ARB Application Deposit \$							
Check #		Date:		Payer:		Bank:	
ARB Team							
Letter of Approval date						Inspection Date:	
Letter of Compliance date							
Letter of Non-Compliance date							
Date Deposit Refunded							