

# ARCHITECTURAL AND SITE DESIGN

## GUIDELINES The Preserve At Eno Springs July 2020

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## **Introduction**

1. The Preserve at Eno Springs is a residential planned community being developed by Eno Springs Farm LLC. (the “Declarant”) acreage located Hillsborough in, Orange County, North Carolina. The Preserve at Eno Springs initially includes 10 residential lots as well as private streets. It also includes an adjacent farm owned by Eno Springs Farm LLC and includes Lot A2 owned by Eno Springs Farm LLC and Thomas Harris, the principal of Eno Springs Farm LLC,. The farm owned by Eno Springs Farm LLC includes up to 4 additional potential Lots that may at some time be developed by the Declarant or the J. Thomas Harris Trust or its assigns. It is the intent of the Declarant to protect the natural features of the land upon which The Preserve at Eno Springs is being developed and the adjacent farm owned by Eno Springs Farm LLC and personal residence of J. Thomas Harris. These Architectural and Site Design Guidelines (“Guidelines”) reflect that sensitivity of the Declarant in its approach to the design, design review and construction of residences and other improvements within The Preserve at Eno Springs.
2. These Guidelines have been adopted by the Declarant to promote the development of The Preserve at Eno Springs. These Guidelines are intended to embody the goals and vision of the Declarant for The Preserve at Eno Springs through procedures and detailing that are clearly outlined and informative. The main intent of these Guidelines is to expedite the process of building high quality residences with The Preserve at Eno Springs and providing each carefully selected homesite, to the extent practical given the natural features of the lot and the reasonable placement of homes and outbuildings on neighboring lots, a view corridor with a nice view mainly of nature. These Guidelines may be amended, modified and/or supplemented from time to time by the Declarant until the end of the Declarant Period of Control as defined in the Covenants, thereafter, by the ARB (defined below) as provided in the Covenants (defined below).
3. These Guidelines are intended to complement the Protective Covenants, Restrictions, Conditions, and Provisions for The Preserve at Eno Springs (the “Covenants”) recorded in the Orange County, North Carolina Public Registry, and do not replace or supersede the Covenants. If any provision contained in these Guidelines should conflict or be inconsistent with any provision contained in the Covenants, the provision contained in the Covenants shall prevail.

## **Organization and Responsibilities of the Architectural Review Board (ARB)**

1. The Covenants provide that no structure (or site improvement) shall be erected, altered, added to, etc. within The Preserve at Eno Springs without first being approved by the Architectural Review Board (the “ARB”). The ARB will utilize the Covenants and these Guidelines to evaluate specific projects submitted to it and thereby reasonably seek to insure an attractive, compatible and aesthetically pleasing community. The final decision of the ARB will be based upon compliance with the specific requirements of the Covenants and these Guidelines as well as aesthetic considerations when warranted. It is important to note that aesthetic considerations are subjective in nature and may vary as the membership of the ARB changes over time.
2. The ARB will be comprised of 1 to 3 members. An appointed member will chair the ARB..The Declarant, a representative of the J. Thomas Harris Trust or Lindy Creech as long as she resides on Lot 1-A, will be a permanent member of the board as long as the Declarant and/or the J. Thomas Harris Trust owns a lot or adjacent property. The right to appoint members to the ARB shall be retained by the Declarant until the end of the Declarant Period of Control as defined in the Covenants. Thereafter, the Association Board of The Preserve at Eno Springs Home Owners Association, Inc. (the “Association”) shall have the power and authority to appoint the members of the ARB in accordance with the Covenants. Notwithstanding the foregoing the Declarant, until the end of the Declarant Period of Control as defined in the Covenants, has the power and authority to review and amend, modify, affirm or overrule, in whole or in part, any decision of the ARB. Thereafter, the Association Board will have the power and authority to review and amend, modify, affirm or overrule, in whole or in part, any decision of the ARB.

3. In order to qualify for eligibility to be an ARB member, a person must be the Declarant or a Member of The Preserve at Eno Springs or be a representative of the J. Thomas Harris Trust or must be Lindy Creech. To qualify a Member must also have a residence on their lot, either completed or under construction or be a representative of the J. Thomas Harris Trust or must be Lindy Creech. Members that do not have a primary residence on their lot or are not yet under construction of their primary residence are not eligible to be a member of the ARB except that Members who own a lot and have not yet started construction can be asked to serve on the board in an interim capacity until a Member who has started or completed construction of a residence has agreed to serve on the board, at which time the interim ARB board member will step off the board. Under construction is defined as the foundation of the primary residence is completed.
4. The ARB's responsibilities include, but are not limited to, the following:
  - a. Reviewing and evaluating each of the plans submitted by an owner for adherence to the Covenants and these Guidelines and compatibility of the design with the adjoining sites and common spaces.
  - b. Approving all new construction.
  - c. Monitoring the construction in order to ensure compliance with the Covenants, these Guidelines and approved construction documents.
  - d. Enforcing the Covenants and these Guidelines as provided in the Covenants.
  - e. Interpreting the Covenants and these Guidelines at the request of any Owner.
  - f. Approving all modifications to existing structures, including but not limited to walls, fences, exterior painting, material replacements, window tinting, renovations, additions, play structures and landscaping.
5. Any structure or improvement that is placed on any lot without ARB approval shall be considered to be in violation of these Guidelines and the Covenants. The Declarant and the Association each has the power to fine and/or direct that the non-conforming structure be brought into compliance at the owner's expense as provided in the Covenants.
6. No design or plan decision or approval by the ARB shall constitute a representation or warranty by the ARB as to the quality, fitness or suitability of the design, plan or materials specified in the design or plan or the compliance of such design or plan with applicable local, state or federal codes, ordinances, regulations, statutes or laws. Each Owner should work with his architect, engineer and/or contractor to determine whether the design or plan and materials are appropriate for the intended use and compliant. In addition, decisions by the ARB do not imply or assure approval by any local, state, federal, etc. governmental agencies. Each Owner is responsible for obtaining or ensuring that all required permits and approvals are obtained from each appropriate governmental authority before commencement of construction. No one or more of the Declarant, the Association, the Association's Board of Directors, the ARB, any other Association board or committee or any member of any of the foregoing shall be held liable for any injury, damage or loss arising out of the manner or quality of any approved design or plan or materials for construction on or modifications to any improvement on any lot.

### **Design Review Process**

1. Approval by the ARB shall in no way relieve the owner and/or builder of any responsibility and liability for the adherence to any applicable local, state, federal, etc. ordinances, codes, safety requirements, etc. Any ARB Submittal submitted for review or any portion thereof, may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARB as set forth in the Covenants and these Guidelines. The final decision of the ARB may be based, in whole or in part, on purely aesthetic considerations.
2. All plans for the construction of dwellings and other buildings or significant structures in The Preserve at Eno Springs must be designed and drawn by a licensed architect or a professional, experienced home designer or licensed (in the state of North Carolina) General Contractor with experience in Design-Build projects of upper end homes. The plans must meet, at a minimum, the building codes of Orange County and the State of North Carolina. All construction work must be completed under the direct supervision of a general contractor, herein referred to as the Builder, who holds license in the State of North Carolina, with the exception that a Member can act as their own contractor if they are a licensed building trades professional, a licensed architect, a licensed engineer who has successfully and demonstrably completed construction as the direct supervisor of the project of a similar upper-end home.

3. The design review process may be divided into two steps, a preliminary assessment review and a final ARB review and approval. The purpose of the preliminary assessment review is to allow the Builder / owner and the ARB to work together to arrive at an approved design that complies with these Guidelines and the Covenants prior to completion of the final design and permit / construction set. For the preliminary assessment review, the applicant or authorized agent may submit freehand conceptual drawings of the proposed building and site layout. The ARB will review these preliminary plans for design and technical issues as set forth in these Guidelines, and may approve, approve with conditions as noted, or reject the plans. The applicant or authorized agent must revise the plans, as required, and re-submit to the ARB for final review and approval. The ARB may, at its sole discretion, grant approval on the basis of its preliminary assessment review. Upon approval by the ARB, the plans shall be deemed final and the Builder may proceed with permitting and construction. No Builder may commence the building permitting process or any site clearing or construction prior to obtaining ARB Approval. Upon the Owner's meeting these requirements, the ARB has the right to require a clearing inspection.
4. Each application to the ARB shall represent and warrant by the owner that use of the plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the ARB, nor the distribution and review of the plans by the ARB shall be construed as publication in violation of the designer's copyright, if any. Each owner submitting plans to the ARB shall hold the members of the ARB, the Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review of such owner's plans.
5. If an application for approval is denied, in whole or in part, the applicant may appeal the decision in writing and re-submit to the ARB no later than one week prior to the next scheduled ARB meeting and the applicant may attend that meeting and speak to the ARB and ask and answer questions about their plan and/or the approval process.
6. From time to time, these Guidelines or existing site conditions may impose an undue hardship that may inhibit construction on a particular lot. In such case, the applicant may submit a Variance Form (located in these Guidelines) to the ARB. The ARB will grant or deny the variance request in writing within 14 calendar days of ARB Meeting when Variance Form is submitted and reviewed. No variances are allowed unless the applicant has received a written notice of approval from the ARB. Any variances and/or exceptions granted are unique and do not set any precedent for future decisions of the ARB.
7. Upon completion of all structures, landscaping, and drainage, such construction must be inspected for substantial compliance by the ARB with the approved final ARB Submittal. Upon passing inspection, a Certificate of Compliance will be issued to the builder/homeowner and copied to the file.
8. A Construction Security Bond (Bond) is required to be submitted by the homeowner at the time of ARB Submittal and Application for the proposed new house. The required Bond fee is \$5,000.00 and will be held in an escrow account by the HOA or the HOA's attorney and refunded, less any withheld fines for violations as defined in this document, at time of final approved and compliant completion of the project and certificate of occupancy is received from Orange County for the proposed house and site improvements. Should the builder accrue any fines during construction, the amount(s) of the fine(s) will be deducted from this Bond and if for any reason violations / fines exceed the Bond additional fines shall be paid within fifteen days of incurring the fine, or be subject to the conditions of the Covenants. Reference the Fine Schedule for the exact violations and fine amounts including but not limited to beginning permitting and / or construction prior to full ARB approvals, unauthorized site clearing outside ARB and site approved limits, not following the ARB approved architectural, site and landscape drawings and details, etc. The Declarant also reserves the right to require additional Bonds of builders and homeowners who violate these Guidelines and/or the Covenants and the incurred fines are subject to the enforcement section of the Covenants and any Builder who repeatedly incurs fines or fail to pay incurred fines and the ultimate consequence of banning such builders from building in the future at The Preserve at Eno Springs. The Declarant also reserves the right to require a Bond for post-closing construction, additions, alterations, landscaping and site improvements. Should the ARB find it necessary to deduct any fines from the Bond the ARB shall provide a full and detailed accounting and explanation to the homeowner.

## ARB Submission Requirements

1. The following submission requirements and checklist must be met prior to obtaining final approval for permitting and proceeding with any construction. Provide the ARB Submittal Checklist form and / or the ARB Alterations and Additions Submittal Checklist form (8-1/2" x 11" format for all attachments, plans, elevations, etc. unless otherwise noted below) as required based on the specifics of the ARB submittal.
2. Site plan with existing conditions and proposed new house and site improvement (11" x 17" maximum format) including the following information:
  - a) Owner's name, address and telephone / fax numbers
  - b) Designer's name, address and telephone / fax numbers
  - c) North Arrow and scale
  - d) Property lines with dimensions and bearings
  - e) Setback lines
  - f) Wetland lines (Stream Buffer and Pond Buffer lines)
  - g) Easement lines
  - h) Location of all existing trees over 6" in diameter within 15' of area being cleared or affected from home site plan.
  - i) Tree protection fencing and barricade fencing locations
  - j) Identify clearing limits for the home
  - k) Adjacent street names
  - l) Existing utility structures
  - m) Outline of exterior walls, decks, and driveways on adjacent lots with existing structures
  - n) Proposed location of home including dimensions from corner of foundation to adjacent property lines
  - o) Proposed driveway and walks
  - p) Location / materials/ finish of all outdoor living spaces (patios, decks and terraces)
  - q) Proposed accessory structures (out building, trellis, etc.)
  - r) Storm water drainage locations, sizes, flow direction, and invert elevation
  - s) Location of well
  - t) Location of septic system and drain fields
  - u) Location of all silt fencing and any erosion control structures
  - v) All dimensions and site material descriptions, proposed fences and any other hardscaping and site improvements elements (i.e. retaining walls indicating wall material, top of wall and bottom of wall elevation, proposed pool or spa location)
3. Landscape Plans with existing and proposed site improvements (11" x 17" maximum format) may be submitted after the original ARB Submittal. Submittal, ARB review and approval are required prior to proceeding with any site improvements, landscaping, hardscaping, etc. and including the following information:
  - a) Owner's name, address and telephone / fax numbers
  - b) Designer's name, address, telephone / fax numbers
  - c) North arrow and scale
  - d) Property lines with dimensions and bearings
  - e) Location of all existing trees over 6" in diameter within the area being landscaped and within 15' of area being landscaped.
  - f) Location of all structures (including house, decks, trellises, fences, gazebos, etc.), pavement, and utilities
  - g) Location of all lawn areas and shrub bed lines
  - h) Location of all proposed plant material
  - i) Plant list with quantities, botanical names, common names, sizes and specifications
  - j) Additional drainage requirements not indicated on the submitted site plan
  - k) Location and specifications of all exterior lighting fixtures
  - l) Total area of impervious coverage in square feet
4. Architectural floor plans and elevations (11" x 17" maximum format) including the following information:
  - a) All window and door openings shown
  - b) Total square footage of structure
  - c) Interior heated square footage of structure
  - d) Front, rear and all side elevations with dimensions

- e) All elevations labeled so they correspond with site plan
  - f) Finish grade line shown against house
  - g) All materials and finishes called out
  - h) Fascia, Trim and porch details
  - i) All decks and terraces shown
5. Material and Color Samples including Color Selection Form and the following:
- a) Exterior siding, brick, stone, etc. material (sample and mortar colors if applicable)
  - b) Roofing cut sheet and small material sample
  - c) Garage door type and color including garage lite selection
  - d) Front door type and color
  - e) Window cut sheet
  - f) Color samples of all exterior materials, paints, stains, etc. (body color, trim color, shutter color, etc.)

### **Construction Process**

1. All dwellings and other structures must be completed within 18 months from the date of rough grading for crawl space or basement or slab. Exceptions may be granted where such completion is impossible, when continuation would result in great hardship to the owner or Builder due to strikes, fires, national emergencies, or natural calamities or illness or death or as deemed appropriate by the ARB. If an extension is needed, the Builder may submit an extension request, including projected completion (late, in writing to the ARB. Failure to complete the project within the deadline will result in special assessments or other enforcement rights as set forth in the Covenants. If construction has not commenced within six months after the date of Approval, it shall be deemed to have expired unless applicant, prior to such expiration date, has requested and received an extension in writing from the ARB.
  
2. As mentioned in the introduction, one of the primary goals of these Guidelines is the preservation of the property's existing natural features. Because of this, tree removal within the required 50' buffer areas should be reasonably minimized. All trees that are 6" in caliper and larger are considered protected both in these buffer areas and outside the buffer areas and all clear cutting of trees to create pastures or selective cutting of trees must be approved by the ARB. All tree removal shall be subject to the covenants, including but not limited to, section 6.17 & 6.18, removal of trees, and all such tree removal requests shall be first reviewed and approved by the ARB on a case by case basis. Any construction that is near the Buffer zones as defined in the Covenants the following will be adhered to:
  - a. Protective fencing shall be installed as close to the drip line as reasonably possible, prior to any clearing, site work, or construction activity.
  - b. The barricade posts shall be spaced appropriately and shall be joined continuously by orange plastic mesh fencing.
  - c. The barricade shall remain in place and in good condition for the duration of the construction activity and shall be the last item removed from the site during final cleanup.
  - d. Storage, temporary, or otherwise, of equipment or materials is not permitted under the drip line of trees.
  - e. No signs shall be nailed to trees.
  - f. No controlled-burn fires will be allowed in The Preserve at Eno Springs except by permission of the ARB or on parcels (or combination of parcels under the same or related ownership) greater than 21 acres.
  - g. No concrete washout shall be allowed in a tree save area.
  - h. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of underneath any tree save area.
  - i. All trees shall be maintained, cared for and repaired in the event of damage by Builders until the property is transferred by lease or sale to a third party.
  - j. Failure to follow any of the tree protection standards listed above will result in a fine of \$200 per incident, and \$200 for unauthorized removal of a tree.
  - k. Buffer restrictions defined in the Covenants.
  
3. Storage and passage, temporary or otherwise, of heavy equipment or materials is not permitted on adjacent properties without written permission of the adjacent property owner and must be kept within property construction pad area.

4. The Preserve at Eno Springs is required by the State of North Carolina to maintain high water quality standards within the development. Because of this, if required by the State of North Carolina and/or if required by Orange County, an erosion control plan may be mandated by the County. It shall be the responsibility of the Member to comply with all erosion control requirements including but not limited to applying for a Erosion Control Permit if required to do so by the County or State. The following erosion control measures shall be followed on all job sites if required by Orange County:
  - a. Silt fence shall be installed on the lower portion of the disturbed as required by Orange County.
  - b. A rocked/gravel construction entrance shall be established at the time of initial clearing and grading (this properly rocked/gravel shall be required by the Declarant during the period of Declarant control and by the ARB thereafter even if not required by Orange County).
  - c. All underground piping shall daylight a minimum of 5 feet from the property line. Driveway culvert pipe is exempt. (this protocol for daylighting underground drainage piping shall be required by the Declarant during the period of Declarant control and by the ARB thereafter even if not required by Orange County).
  - d. All disturbed areas must be seeded and stabilized within 20 days of establishing final grade around the house. (this seeding shall be required by the Declarant during the period of Declarant control and by the ARB thereafter even if not required by Orange County).
  - e. All drainage shall be reasonably routed to avoid damage or erosion on adjacent properties, the commons areas and/or utility, roadway and greenway easements. (this proper routing of drainage runoff shall be required by the Declarant during the period of Declarant control and by the ARB thereafter even if not required by Orange County).
5. Erosion control measures submitted to the ARB shall be maintained by the Builder for the duration of construction. Failure to properly maintain erosion control measures will result in a fine in accordance with Fine Schedule contained herein, in addition to any fines levied by government agencies. Each offense thereafter will also incur a comparable fine. In addition, multiple offenders will reimburse the Declarant or the Association, as appropriate, for any costs incurred in bringing job site erosion control measures into compliance, as well as for repairing any damage to adjacent properties due to a lack of maintenance. The Declarant and the Association each reserves the right to inspect and require modifications/corrections to existing drainage systems adversely affecting adjacent properties and/or easements.
6. Contractors and subcontractors must maintain the job site in a clean and orderly condition. Care shall be exercised in the storage of materials and debris. Should it become necessary for the Declarant or Association to clean a site or have a site cleaned, the cost will be levied as a fine against such builder or Owner.
  - a. No materials may be stored or placed in the streets, right-of-way, natural areas that provide screening or commons areas.
  - b. Construction materials, materials to be discarded, equipment or vehicles shall not be placed in a designated tree save area
  - c. Only usable construction materials may be stored on a construction site. They must be maintained in a neat and orderly fashion.
  - d. All wrapping and packaging materials and food containers must be placed in a covered/enclosed trash receptacle to prevent debris from blowing onto adjacent property.
  - e. Discarded construction materials and debris must be removed daily or contained within a dumpster or trash enclosure.
  - f. Dumpsters, debris bins and other trash receptacles shall not exceed capacity. Scheduling prompt pick up when the debris in the dumpster are approaching the height of the walls of the dumpster and not letting the height of the materials exceed the height of the walls of the dumpster is required.
7. The Declarant, the Association, the ARB and their respective agents, and representatives reserve the right to visit and inspect any Owner's property to verifying compliance with the requirements of the Covenants, these Guidelines or the ARB. A representative of the Declarant, the Association and/or the ARB may make periodic inspections during the entire construction period; however, it is the Builder's responsibility to conform to all construction documents and applicable building codes. The Owner will be notified in writing with a copy to the builder of any items and exceptions noted in the inspection report. Such items and exceptions must be resolved to the satisfaction of the ARB.

8. Contractors shall be allowed to work on Monday -- Saturday. No exterior work shall be performed on Sunday and holidays (i.e. New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day and as established by the Declarant and the ARB). No alcohol or drugs are permitted on site. Animals are prohibited. Firearms are prohibited. No harassing or loud behavior is permitted. Contractors and workers shall not travel recklessly or at speeds in excess of posted limits. Workers shall not be allowed to travel the property unnecessarily or use the amenities. Any contractor whose workers are in violation of these regulations will be fined in accordance with the Fine Schedule. Additional violations may result in the contractor being denied access to the property.
9. All revisions and changes made during construction shall be submitted in writing to the ARB for approval in writing by the ARB prior to the implementation of such change. All revised drawings, material and color samples must be submitted along with the revision request. Failure to obtain written ARB approval for any revision during construction will result in fines being deducted from the construction deposit.
10. When all construction is complete, including landscaping, the builder must request a compliance inspection by the ARB. At this time, a member of the ARB will inspect the project for compliance with the approved plans. If the site is in compliance, the ARB representative will return the Construction Security Bond (Bond) and provide the owner with a certificate stating that they are in compliance. If the site is not in compliance, the ARB will submit a letter to the owner and the builder stating all deviations from the approved plan to the builder. Email qualifies as a "letter" for the purposes of all notifications from or to the ARB. The owner and/or builder shall submit a plan and time schedule for bringing the property into compliance. At the sole discretion of the ARB, extenuating circumstances may dictate the granting of a variance. Note: Any unapproved deviation from approved plans may result in fines.

## **Architectural Design Guidelines**

### **General**

1. Homes must be designed in conformity with the standards, requirements and guidelines set forth in these Guidelines and the Covenants.
2. All footprints of proposed houses, garages, accessory buildings, etc. must be sited within the required building setbacks.
3. Plans submitted for review, or any portion thereof, may be disapproved upon any grounds which are consistent with the purpose and objectives of the ARB, including purely aesthetic considerations.

### **Modular Construction**

1. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved in strict accordance with the Guidelines and the Covenants and shall be reviewed and approved by the ARB.

### **Dwelling Size / Minimum Standards**

1. Minimum square footage for the primary residence shall be defined as a heated floor space of no less than 2,200 square feet as defined in the Covenants section 6.2
2. Heated floor space does not include garages, covered walks, unfinished uninhabitable attics, unfinished uninhabitable basements, and or porches.
3. Variances may be granted if in the ARB's sole discretion the resulting appearance of such residential dwelling best conforms to the proposed architectural style aesthetic and / or existing lot features, vegetation and topography.

## **Finished Floor Elevation**

1. All homes shall be constructed with a minimum dimension of 24" from finished grade to the first floor at the front door of the house unless approved otherwise by the ARB.

## **Exterior Siding Materials**

1. Approved exterior siding materials include but are not totally limited to the following: Brick, Cementitious and drainable synthetic stucco, cedar shakes, horizontal wood siding, stone, and Hardiplank and Hardishake or approved equals. Solid PVC trim that cuts, drills and fastens like wood of a minimum ¾" thickness is an approved building material.
2. The following exterior siding materials are not approved: Vinyl siding, vinyl shakes and vinyl trim, aluminum / metal siding, aluminum / metal shakes and aluminum / metal trim except that metal panel siding or cladding is allowed on professionally designed and ARB approved contemporary homes. Professionally designed contemporary homes have greater latitude on exterior materials used at the Preserve at Eno Springs than do traditional or transitional homes and exterior materials of professionally designed contemporary homes will be considered by the ARB on a case by case basis with creative one-of-a-kind designs that fit and complement the particular lot being encouraged. The buyers of Lots 2 and 9 are especially encouraged to build contemporary homes and if Lots 12, 13 and 14 are ever sold those buyers are also encouraged to build contemporary homes.
3. Other exterior materials may also be deemed inappropriate for specific architectural applications as determined on a case by case basis by the ARB.

## **Roofs**

1. All roof penetrations (gas flues, exhaust vents, plumbing vents, skylights, etc.) shall be located on the rear roof slopes so they are not visible from the street. Roof penetrations visible from the street must be approved in writing by the ARB.
2. Roof penetrations visible from any roadway or other common easement must be painted a color that is compatible with the roof color. Failure to so paint roof penetrations will result in fines being deducted from the construction bond.
3. Approved roof materials include but are not totally limited to the following: 25-year or better dimensional fiberglass ("architectural") shingles, cedar shakes, slate, synthetic-slate, and standing seam metal. The color of all roofing materials must be approved by the ARB.

## **Cornices and Exterior Trim**

1. The cornice and exterior trim detailing must be consistent on all elevations visible from road or other common easements.

## **Chimneys**

1. Chimney finishes are restricted to brick, stucco, dry stack, or cultured stone and as coordinated with the overall architectural detailing of the house.
2. No exterior metal fireboxes are allowed unless encased in masonry surrounds
3. Direct vent fireboxes are allowed and will be reviewed and approved on a case by case basis by the ARB and also shall be integrated into the house architecture as determined and approved by the ARB.

## **Carports**

1. Carports are allowed on a case by case basis and as approved by the ARB as coordinated with the architectural style of the house.

## **Driveways**

1. All driveways must be constructed of stone/gravel, concrete, or asphalt. Other driveway materials may be liquid asphalt with exposed aggregate, brick or concrete pavers or a combination of such as approved by the ARB. Colored or stamped concrete must be submitted and approved by the ARB prior to installation.
2. Driveways shall be connected to the street using a standard entry drive detail, entry monumentation and house identification number as discussed in the Guidelines. The initial temporary drive shall be protected and covered with a minimum of 6" crusher run, 11'-0" wide minimum and extending a minimum of 50'-0" from the road into the lot. The temporary drive shall be totally removed prior to final drive installation if it is not to serve as the base of the final drive.
3. Driveways should provide adequate space for turnaround and /or guest parking.

## **Doors**

1. Exterior doors shall be appropriate to the architectural theme. Exterior sliding doors shall only be permitted on rear and side elevations.
2. Storm and screen doors are not permitted on the front elevation of a home or on a side elevation visible from a road easement unless they are of the appearance and finish of the typical adjacent exterior door. All storm and screen doors shall be approved by the ARB.

## **Windows**

1. Windows are restricted to SDL (simulated divided lite) single hung, double hung, picture or casement windows. Traditional 9/9 lite patterns are discouraged for double hung windows. Mission style lite patterns and 4/4 or 4/1 lite patterns for double hung windows are encouraged. The vision of this development is not a development with highly traditional homes with highly traditional window lite patterns. 9/9 lite patterns developed in Colonial times because it was easier to procure small pieces of glass. These are homes with beautiful views and looking through windows chopped up into small panes of glass detracts from those beautiful views. Casement windows are not required to have muntins. Contemporary homes are encouraged to use broad unbroken expanses of glass oriented towards the view corridors.
2. Storm windows shall not be permitted unless they are integral to each sash like the Pella integral storm panel system.
3. Use of glass block shall be reviewed on a case-by-case basis and not allowed on front elevations clearly visible from community roads.
4. Skylights, solar panels, and/or roof windows will not be allowed on the street side elevations or other highly visible lot elevations of the home unless otherwise approved by the ARB.
5. Dormer windows must maintain an alignment balance with the home and be of proper proportions and massing.

## **Decks and Patios**

1. Detailing of all patios and decks must be architecturally compatible with the home. Patios and decks shall be designed to serve as an extension of the house.
2. Deck detailing must be approved by the ARB and stained or painted color as approved by the ARB.
3. Decks visible from road easements or clearly visible from neighboring homesites must be maintained regularly to retain the ARB approved color and appearance over time.
4. Views to the underside of decks and porches must be screened with underpinning and landscaping where visible from streets, adjacent homes and common easements.

## **Awnings and Shutters**

1. Awnings and canopies may be affixed to the exterior elevations only of the residence and require ARB approval.
2. Shutters are only allowed on single width windows unless properly proportioned per the architectural detailing of the house and as approved by the ARB on a case by case basis.

## **Gutters and Downspouts**

1. Gutters and downspouts are recommended for all homes with the color and type to be approved by ARB

## **Accessory Buildings and Other Site Structures**

### **Out Buildings**

1. Each home site is allowed accessory outbuildings (i.e. detached garage, garden / tool sheds, horse barns, etc.). The location and appearance of accessory outbuildings shall be submitted and approved by the ARB prior to construction.
2. Accessory outbuildings shall be architecturally compatible with the home in detailing, color, etc. if they are visible from roadways or clearly visible from other homesites. If they are not clearly visible from roadways or other homesites they may be more utilitarian in nature but still must be approved by the ARB. "Clearly visible" as used in this section refers to someone on the roadway or inside a neighboring home being able to tell whether the outbuilding is architecturally detailed or not architecturally detailed. If someone on the roadway or in the adjoining home cannot tell if the outbuilding is architecturally detailed or not architecturally detailed (an example of a non architecturally detailed outbuilding would be a windowless building or one with metal or T-111 siding) then it would not be required to be architecturally detailed and highly compatible with the home.
3. The accessory buildings shall be oriented so that they do not appreciably and unreasonably detract from the view of any other homesites as determined by the ARB.

### **Arbors and Trellises**

1. Arbors and trellises are permitted. Location, elevations and finishes must be submitted to the ARB for approval prior to beginning construction and shall be compatible with the architecture of the house.

## **Fences and Walls**

1. Fences and walls must harmonize in character and color and must be approved by the ARB.
2. Fences that define a small yard for a home shall be a minimum height of 2-6" and maximum height of 6'-0" and shall be reviewed and approved by the ARB on a case by case basis per the specific lot location and fence proposed. Open metal picket, open wood picket (painted or stained), pierced brick, brick piers / columns in combination with fencing and landscaping are acceptable fencing materials. Invisible fencing is allowed. The location, color, and materials of all fences and walls shall be submitted on the site plan for ARB review and approval. Fences shall comply with the fence guidelines established in the Restrictive Covenants unless a waiver is granted by the ARB. Fences located at the right of way along roadways shall match the 3 rail wood fences already extant in the development which are 48' tall and have 4x4 treated posts 8 feet on center and are painted the same dark brown color. Fences to define pasture areas or in the open pasture areas must be 4 by 4 wood posts spaced 16 feet on center painted the same dark brown as the extant 3 rail fences with horse wire instead of wood rails. The purpose of this requirement is to keep pastures as visually open as possible and not "chop them up visually" with wood 3 rail fencing since pastures serve as primary view corridors for multiple houses and not just the one house erecting fencing in the pastures along their property lines.
3. Location and materials used for all retaining walls must be submitted for ARB approval. Retaining walls may be constructed of treated timbers, stone, or an interlocking wall system (i.e., keystone or an approved equal, straight faced or stone profile appearance required) and the color / detailing shall be coordinated with the house and site as approved by the ARB.

## **Flagpoles**

1. Up to two decorative / seasonal flagpole may be displayed from the front of each house. The size of such flags shall be no larger than 3' x 5' or as otherwise regulated by the Declarant and ARB.

## **Swimming Pools and Hot Tubs**

1. Any proposed swimming pools, hot tubs, fountains, etc. must comply with North Carolina State Law in addition to the Guidelines.
2. In ground swimming pools are allowed. However, they are allowed in rear yards totally behind house or may be located in side yards on a case by case basis as approved by the ARB and shall be properly screened from streets, adjacent properties and common easements other than greenways with landscape screening. Landscape screening will be required as determined by the ARB. Fencing for safety required per building code must still be approved aesthetically by the ARB.
3. Above ground swimming pools are prohibited.
4. Outdoor hot tubs and spas are allowed. The location of a hot tub shall be shown on the site plan and or landscape plan. Hot tubs shall not be installed on the front or side yard (unless approved by the ARB and screened with ARB approved screening) of any home. Hot tubs installed visible to adjacent properties, common areas or street may be subject to additional screening requirements as determined by the ARB.
5. All plans for swimming pools, hot tubs, etc. must be submitted to the ARB for approval.

### **Decorative Objects**

1. Decorative objects should be coordinated with the house and site architectural detailing. Small decorative objects will be allowed to the extent that, in the sole discretion of the ARB, they are not of a number or type that would detract from the neighborhood.
2. Large decorative objects require prior ARB approval before placement. Large decorative objects include but are not limited to lawn sculpture

### **Tennis Courts**

1. Private tennis courts are allowed on a case by case basis as approved by the ARB. Tennis courts shall be located on the site plan. Tennis courts shall not be lighted except on a case by case basis as approved by the ARB. Lighting shall not be directly cast light on any street, adjacent property or common area and shall only be turned on when the tennis court is in use.

### **Swing Sets and Play Structures**

1. Swing sets and play structures are allowed with ARB approval.
2. The swing set or play structure generally should not be in any front yard but may be in a side yard if approved by the ARB and screened with ARB approved screening. Plans showing the location and finish of all play structures must be submitted and approved prior to construction.
3. Basketball goals are permitted. Permanent and / or mobile basketball goals (and other similar equipment) are allowed where not highly visible from the street, adjacent properties or common areas unless granted an exception by the ARB. All basketball goals will be reviewed and approved on a case-by-case and lot-by-lot basis prior to proceeding with any installation. If the goal is portable, it must remain on the driveway near the garage area and away from the street. No portable basketball goals shall be placed on any roads within the community at any time.
4. Trampolines, skateboard ramps, bike ramps, and other type ramps and high level acoustical load activities equipment are only allowed on a case by case basis as approved by the ARB and are to be located in rear yards not highly visible from streets and common areas.

### **Additional Requirements**

#### **Storage of Recreational Vehicles and Equipment**

1. Recreational vehicles (boats, personal watercraft, motor homes, and campers) shall be stored in a garage or accessory outbuilding unless stored where not visible from any neighboring homesites, streets, or common areas.

#### **Lighting**

1. Down lighting is encouraged to reduce glare, better light drives and paths, and to protect neighboring properties and common areas from bright light sources.
2. Colored lights are not allowed with the exception of when used for holiday decorating.
3. This is a low light pollution Neighborhood: Floodlights must be directed straight down at the ground and only turned on when there is an active security concern and then shall be turned off when the security concern passes.
4. Pole lights will be reviewed on a case-by-case basis but are generally discouraged.

5.All path and landscape lighting must consist of low voltage lamps. Path and landscape lighting shall have a maximum height of 36".

6.Holiday lighting and decorations may only be installed and displayed during the holiday season.

### **Grading and Drainage**

1.A proposed grading and drainage plan must be submitted in order to obtain ARB approval for construction.

2.Drainage from the home site must flow to the lowest elevation on the property. Drainage from lot and house improvements shall not be redirected and flow onto adjacent lots unless a previously minor existing condition.

3.The lot owner will be held totally responsible to repair any adverse effects (i.e. erosion) of excessive storm water runoff.

4.Gutters and downspouts or chains are recommended for all homes.

5.Erosion control measures including silt fencing shall be installed and maintained by the Owner during construction as required by Orange County, etc.

6.Failure to construct / maintain erosion control measures and drainage systems shall result in fines.

### **Trash Bins**

1.Trash bins must be kept in an enclosure or screened from view of neighboring properties, areas of streets that receive recurring public use from more than just the house at the end of the street, and common areas.

### **Utilities**

**1.Propane Gas** All propane gas tanks shall be buried or properly screened and indicated on the site plan for ARB approval.

### **Satellite Dishes and Antennas**

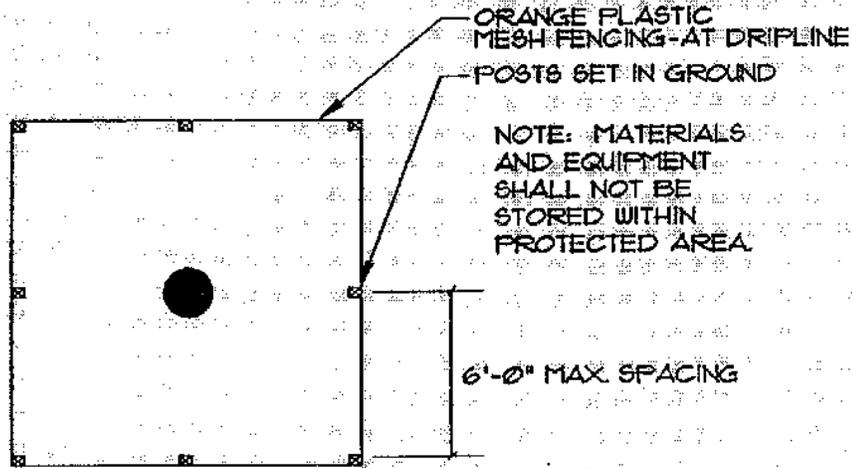
1. The Preserve at Eno Springs will have high speed fiber but if a property owner still wants to install a satellite or broadband dish the homeowner will be allowed to do so with conditions: All Satellite and broadband dishes shall have a maximum diameter of 1 meter. Satellite dishes shall be mounted behind the front line of the dwelling and in a location not visible from any street unless such location would not provide adequate signal strength. Satellite dishes on homes located on a corner property shall not be visible from the street unless such location would not provide adequate signal strength. The location of any satellite dish must be submitted to the ARB for approval. All other type antennas are not allowed with the exception that the Declarant can erect a tower for Broadband if such tower provides the Broadband signal to other homes in the development also.

**APPENDIX**

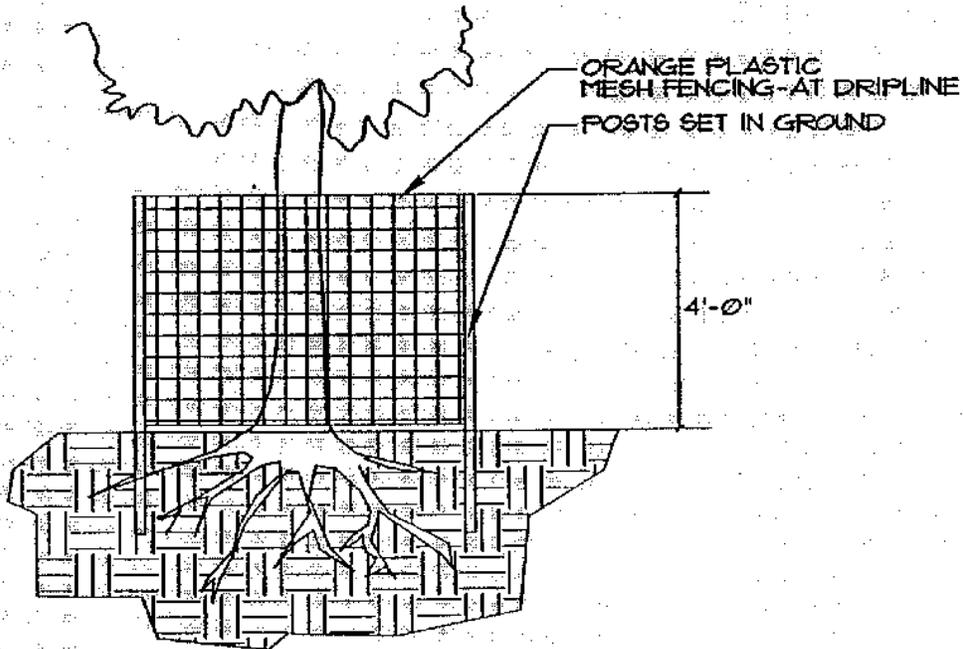
**STANDARD MONUMENT FOR HOUSE IDENTIFICATION DEATIL**

A house number design shall be established by the ARB.

# Tree Protection – Individual Tree Protections

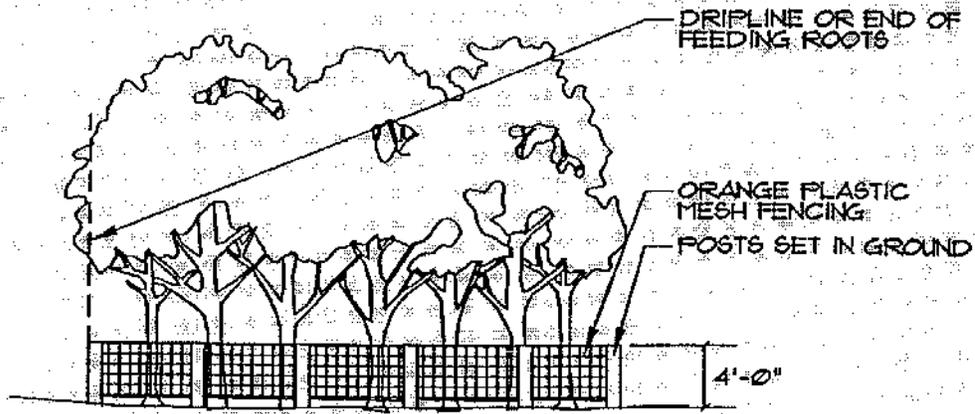


PLAN-NOT TO SCALE

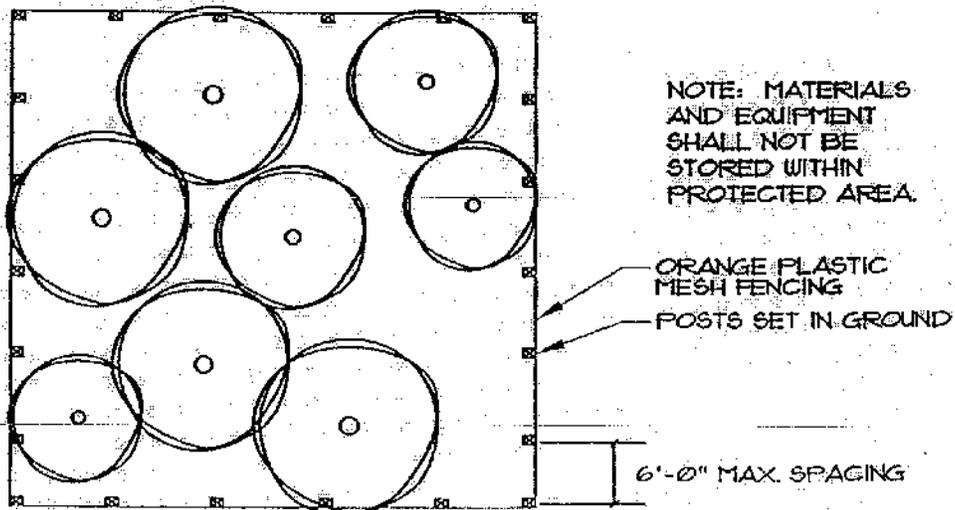


ELEVATION-NOT TO SCALE

Tree Protection – Tree Save Area



ELEVATION-NOT TO SCALE



PLAN-NOT TO SCALE

TREES AND SHRUBS CLOSELY GROUPED MAY BE ENCLOSED IN ONE ENLARGED BARRICADE.

# FINE SCHEDULE

The following is a Schedule of Fines for violations as noted in the Guidelines. Before a fine is levied, a Compliance Request will be mailed or emailed to the responsible party. \*\*\*If the violation is not corrected within a reasonable amount of time, a Compliance Request Form will be issued. Fines may be disputed with the ARB within fifteen days of issuance, at which time they will be deducted from the construction bond. The builder then has fifteen days to replenish the amount deducted from the construction bond in accordance with the Guidelines, or be subject to the conditions of the Covenants. The Declarant or ARB has total rights to revise this Fine Schedule from time to time.

<b>VIOLATION</b>	<b>FINE</b>
Job site debris on site not picked up at end of day	\$50.00
Job site debris on adjacent property	\$50.00
No dumpster or trash trailer on site during construction	\$200.00
The required 6" of gravel not on drive	\$200.00
Dirt/gravel in road (contractor must clean immediately)	\$100.00
Materials in the road	\$50.00
Construction equipment or material on adjacent lot	\$100.00
Parking violation	\$20.00
Unapproved tool or office trailer	\$50.00
No port-a-john on site	\$100.00
Unauthorized sign	\$20.00
Unauthorized burning***	\$200.00
Unauthorized clearing of lot***	\$1,000.00
Unauthorized removal of trees (per tree)***	\$500.00
Unauthorized revisions/changes to approved plan***	\$500.00
Repeatedly traveling in excess of posted speed limits***	\$50.00
Unauthorized exterior finishes or materials***	Up to \$2,000.00
Drainage that causes erosion on adjacent property***	\$200.00
Silt fencing uninstalled/damaged***	\$100.00
Tree fencing uninstalled/damaged	\$100.00
Construction Barricade uninstalled/Damaged	\$100.00
Improper routing of drainage***	\$250.00
Damaged tree: 6" caliper or greater***	\$200.00
Construction deadline expiration fine per day**	\$50.00

\*Above listed fines are the maximum levied for first time violations and can be doubled for future/repeat violations at the discretion of the ARB. Initial fines may be reduced or waived at the discretion of the Declarant.

\*\*If it becomes necessary for the Declarant to schedule maintenance or repairs resulting from construction related activity to adjacent lots or to the roads within the development, the Lot Owner of the lot from which the damage emanated will also be held responsible for the cost of said actions along with the contractor.

\*\*\*Select Violations subject to automatic fines, without prior request for compliance. Fine will be added to the cost of any repairs performed by the Association

# ARB SUBMITTAL CHECKLIST

**NO SUBMITTAL WILL BE REVIEWED UNLESS ALL REQUIRED INFORMATION IS INCLUDED**

**Builder / Homeowner Name:** \_\_\_\_\_ **Lot No.** \_\_\_\_\_  
**Plan Name** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_  
**Street Address** \_\_\_\_\_ **Fees attached** \_\_\_\_\_

**Site Plan (11" x 17" maximum)**

- Existing conditions as noted in the Architectural and Site Design Guidelines Existing Conditions.
- Proposed Site Plan details as noted in the Architectural and Site Design Guidelines Site Plan including scale, setbacks, easements, contour lines (2 foot minimum), location of house with dimensions to adjacent property lines, drives and walks, accessory buildings, service areas, storm drainage issues, clearing limits and tree protection fencing / barricade, erosion control structures and silt fencing, water well and sewer locations, adjacent lot structures (wall outline, drives, walks, decks, etc.), total impervious area square footage and area as percentage of the site, other site information as required, etc.

**Landscaping Plan (11" x 17" maximum)**

- Landscaping Plan as noted in the Architectural and Site Design Guidelines (May be submitted separately of initial submittal).

**Architectural Plans (11" x 17" maximum)**

- As noted in the Architectural and Site Design Guidelines as follows
- Finished square footage for each level and total of entire house
- Front, sides & rear elevations (with material indications) and average roof heights
- Special details (fascia and trim details, porch and deck details / railings, service area, columns, etc.)

**Colors and Materials**

- Color Selection Form must be attached (may be submitted separately of the initial submittal) and include all related items as noted in the Architectural and Site Design Guidelines.

**Fees**

- Construction Security Bond of \$5,000.00  
NOTE: All Fee checks made out to the Home Owners Association for required processing.

**Reviewing is only for conformance with the The Preserve at Eno Springs Architectural and Site Design Guidelines. The builder / homeowner is totally responsible for compliance with the Guidelines, Covenants, ordinances, all applicable building codes, regulations, etc. as required.**

**ARB Comments (and as noted on submittal)**

- Approved                       Approved as Noted                       Not Approved as noted  Resubmit

**Reviewed By**  
**The Preserve at Eno Springs ARB Representative**

**Date**

\_\_\_\_\_

\_\_\_\_\_

# COLOR SELECTION FORM

**Builder / Homeowner Name:** \_\_\_\_\_ **Lot No.** \_\_\_\_\_  
**Plan Name** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_  
**Street Address** \_\_\_\_\_

## Exterior Materials and Color Selection Guidelines

All exterior materials and colors must be selected and submitted to the Architectural Review Board (ARB) for review and approval prior to finishing and painting the exterior of the house. In case of conflict with existing homes, another color choice may be required for ARB review and approval. On a separate sheet and or board (8-1/2" x 11"), provide color samples (2' x 2' square minimum) of all paints, stains, etc. and a small actual sample (or photo) of all other exterior materials as noted.

Brick \_\_\_\_\_ Stone \_\_\_\_\_  
Siding \_\_\_\_\_ Trim \_\_\_\_\_  
Front Door \_\_\_\_\_ Garage Door \_\_\_\_\_  
Shutters \_\_\_\_\_ Roof \_\_\_\_\_  
Other (Shakes, accent areas, fencing, accessory buildings, etc.) \_\_\_\_\_

**Reviewing is only for conformance with the The Preserve at Eno Springs Architectural and Site Design Guidelines. The builder / homeowner is totally responsible for compliance with the Guidelines, Covenants, ordinances, all applicable building codes, regulations, etc. as required.**

Approved       Approved as Noted       Not Approved as noted **O** Resubmit

**Reviewed By**  
**The Preserve at Eno Springs ARB Representative**

**Date**

\_\_\_\_\_

\_\_\_\_\_

# ARB ALTERATIONS AND ADDITIONS SUBMITTAL CHECKLIST

NO SUBMITTAL WILL BE REVIEWED UNLESS ALL INFORMATION IS INCLUDED

Builder / Homeowner Name: \_\_\_\_\_ Date Submitted \_\_\_\_\_  
Street Address \_\_\_\_\_ Lot No. \_\_\_\_\_  
Telephone Numbers – Home / work \_\_\_\_\_ Fees Attached \_\_\_\_\_

## Site Plan as required for proposed improvements (11" x 17" maximum)

- Existing conditions as noted in the Architectural and Site Design Guidelines Existing Conditions. Original house Site Plan should be used and is recommended rather than duplicate information.
- Proposed Improvements Site Plan and details as noted in the Architectural and Site Design Guidelines Site Plan and as needed to convey the extent of the proposed improvements including as needed the scale, setbacks, easements, location of addition(s) with dimensions to adjacent property lines, drives and walks, accessory buildings, clearing limits and tree protection fencing / barricade, adjacent lot structures, total impervious area square footage and area as percentage of the site, other site information as required, etc.

## Landscaping Plan as required for proposed improvements (11" x 17" maximum)

- Landscaping Plan as noted in the Architectural and Site Design Guidelines including plant list, etc.

## Architectural Plans as required for proposed improvements (11" x 17" maximum)

- As noted in the Architectural and Site Design Guidelines as follows. Original house submittal should be used and is recommended including proposed improvements.
- Square footage of addition(s) and total square footage of the entire house
- Front, sides & rear elevations of proposed addition(s) (with material indications), average roof heights (if different than original existing house) and any special exterior details.

## Colors and Materials

- Color Selection Form must be attached and include all related items as noted in the Architectural and Site Design Guidelines. Note any addition(s) shall match existing house colors and details.

## Neighbor Notification

- Communicate proposed site / house improvements and scheduling with adjacent neighbors.

Reviewing is only for conformance with the The Preserve at Eno Springs Architectural and Site Design Guidelines. The builder / homeowner is totally responsible for compliance with the Guidelines, Covenants, ordinances, all applicable building codes, regulations, etc. as required.

Approved       Approved as Noted       Not Approved as noted **0** Resubmit

Reviewed By  
The Preserve at Eno Springs ARB Representative

Date

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# CERTIFICATE OF COMPLIANCE REQUEST FORM

**Builder / Homeowner Name:** \_\_\_\_\_ **Lot No.** \_\_\_\_\_  
**Street Address** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_

**Declaration:**

As the Property Owner(s) / builder of the above described construction project, we acknowledge and agree that the improvements were constructed in accordance with plans and specifications which have been approved by the Architectural Review Board and per the Architectural and Site Design Guidelines.

We further acknowledge and understand that:

1. We have read and understand the Covenants and Architectural and Site Design Guidelines and will follow and obey said Covenants and Architectural and Site Design Guidelines.
2. We declare that use of the plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the ARB, nor the distribution and review of the plans by the ARB shall be construed as publication in violation of the designer's copyright, if any. We agree to hold the members of the ARB, the Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration.
3. We certify that this structure was completed as described by the drawings and specifications approved by the Architectural Review Board.
4. The Property Owner(s) is/are responsible for all utilities (including, but not limited to, electricity, water, and natural gas). The Declarant and the Association will not be held liable for the failure of any utility to provide their services to the builder/owner in a timely manner, furthermore, The Declarant and the Association will not be held liable for interruption of services due to construction/development of adjacent properties.

**Homeowner (As applicable)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Builder (As applicable)** \_\_\_\_\_ **Date** \_\_\_\_\_

**ARB Comments:**

**Approved**       **Approved as Noted**       **Not Approved as noted** **0** **Resubmit**

**Reviewed By** \_\_\_\_\_ **Date** \_\_\_\_\_  
**The Preserve at Eno Springs ARB Representative**

# CERTIFICATE OF COMPLIANCE FORM

**Builder / Homeowner Name:** \_\_\_\_\_ **Lot No.** \_\_\_\_\_  
**Street Address** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_

This Certifies that the Residence as noted above has been constructed in accordance with the Approved Final Plans, as verified by the ARB Representative as noted below and is in compliance with the Design Guidelines established by the Architectural Review Board.

Note: Approval by the ARB does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. Owners should work with their architect and or builder to determine whether the design and materials are appropriate for the intended use. In addition, approval by the ARB does not assure approval by any governmental agencies. The Declarant, the Association, the Board, ARB, any committee, or member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any home site. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in the Declaration of Covenants.

**Homeowner (As applicable)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Builder (As applicable)** \_\_\_\_\_ **Date** \_\_\_\_\_

**ARB Comments:**

**Approved**       **Approved as Noted**       **Not Approved as noted**       **Resubmit**

**Reviewed By** \_\_\_\_\_ **Date** \_\_\_\_\_  
**The Preserve at Eno Springs ARB Representative**

# VARIANCE FORM

**Builder / Homeowner Name:**

**Lot No.** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

The ARB decides whether a variance is to be granted or denied based on the requirements set out in the Architectural and Site Design Guidelines and careful consideration of the merits of the individual request. The Owner hereby makes application to the Architectural Review Board of the The Preserve at Eno Springs Association, Inc. for the following variance. Note: For any variance, include description of encroaching structures, number of feet in existing setback, and amount of intrusion expressed both in feet and inches or feet to tenths and as a percentage of existing setback, etc. and all related graphic information (site plan, floor plans, elevations, etc.) as required to best communicate and describe proposed variance.

The variance requested is described in detail as follows:

The reasons for the request are:

The impacts of the request on the neighbors and/or development are:

Affected Contiguous Properties/Owners:

**Estimated Date of Construction:**

**Estimated Completion Date:**

**Builder, Homeowner or Authorized Agent**

**Date**

\_\_\_\_\_

\_\_\_\_\_

**ARB Comments (and as noted on submittal)**

\_\_\_\_\_

\_\_\_\_\_

**Approved**

**Approved as Noted**

**Not Approved as noted**  **Resubmit**

**Reviewed By**

**Date**

**The Preserve at Eno Springs ARB Representative**

\_\_\_\_\_

\_\_\_\_\_

# COMPLIANCE REQUEST FORM

**Builder / Homeowner Name:** \_\_\_\_\_

**Lot No.** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

During a general inspection of your property, the following violations were discovered. The following is a schedule of fines for such violations of the established Guidelines. Before this fine is levied, this Compliance Request Form will be mailed or faxed to the responsible party and items corrected immediately without delay. If the violation(s) is / are not corrected within a reasonable amount of time (\*IMMEDIATLEY), a Violation Form will be issued for payment. Fines may be disputed with the ARB within fifteen days of issuance, at which time they will be deducted from the construction bond. The builder then has fifteen days to replenish the amount deducted from the construction bond in accordance with the Guidelines, or be subject to the conditions of the Covenants.

VIOLATION	FINE
Job site debris on site not picked up at end of day	\$50.00
Job site debris on adjacent property	\$50.00
No dumpster or trash trailer on site during construction	\$200.00
The required 6" of gravel not on drive	\$200.00
Dirt/gravel in road	\$100.00
Materials in the road	\$50.00
Construction equipment or material on adjacent lot	\$100.00
Parking violation	\$20.00
Unapproved tool or office trailer	\$50.00
No port-a-john on site	\$100.00
Unauthorized sign	\$20.00
Unauthorized burning***	\$200.00
Unauthorized clearing of lot***	\$1,000.00
Unauthorized removal of trees (per tree)***	\$500.00
Unauthorized revisions/changes to approved plan***	\$500.00
Repeatedly traveling in excess of posted speed limits***	\$50.00
Unauthorized exterior finishes or materials***	<u>Up to \$2,000.00</u>
Drainage that causes erosion on adjacent property***	\$200.00
Silt fencing uninstalled/damaged***	\$100.00
Tree fencing uninstalled/damaged	\$100.00
Construction Barricade uninstalled/Damaged	\$100.00
Improper routing of drainage***	\$250.00
Damaged tree: 6" caliper or greater***	\$200.00
Construction deadline expiration/no Certif of Occupancy	\$50.00

**\*Select Violations subject to automatic fines, without prior request for compliance. Fine will be added to the cost of any repairs performed by the Association.**

**\*\*If it becomes necessary for the Declarant to schedule maintenance/repairs on adjacent lots or community roads, the Contractor and Owner will be held jointly responsible for the cost of said actions.**

**Submitted By**  
**The Preserve at Eno Springs ARB Representative**

**Date**

# VIOLATION FORM

**Builder / Homeowner Name:** \_\_\_\_\_

**Lot No.** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

A violation of the Guidelines was noted during a general inspection of your property. You have fifteen (15) days from the date of this Violation Form to present a written request for a hearing to the ARB. A fine will be levied against your construction bond according to the schedule listed below\* unless a request for a hearing is received. The fines listed are the maximum levied for first time violations, they are doubled for future/repeat violations. Initial fines may be reduced or waived at the discretion of the ARB upon correction of the violation. If it becomes necessary for the Declarant to schedule maintenance / repairs on a job site, the Builder will also be held responsible for the cost of said actions.

VIOLATION	FINE
Job site debris on site not picked up at end of day	\$50.00
Job site debris on adjacent property	\$50.00
No dumpster or trash trailer on site during construction	\$200.00
The required 6" of gravel not on drive	\$200.00
Dirt/gravel in road	\$100.00
Materials in the road	\$50.00
Construction equipment or material on adjacent lot	\$100.00
Parking violation	\$20.00
Unapproved tool or office trailer	\$50.00
No port-a-john on site	\$100.00
Unauthorized sign	\$20.00
Unauthorized burning***	\$200.00
Unauthorized clearing of lot***	\$1,000.00
Unauthorized removal of trees (per tree)***	\$500.00
Unauthorized revisions/changes to approved plan***	\$500.00
Repeatedly traveling in excess of posted speed limits***	\$50.00
Unauthorized exterior finishes or materials***	Up to \$2,000.00
Drainage that causes erosion on adjacent property***	\$200.00
Silt fencing uninstalled/damaged***	\$100.00
Tree fencing uninstalled/damaged	\$100.00
Construction Barricade uninstalled/Damaged	\$100.00
Improper routing of drainage***	\$250.00
Damaged tree: 6" caliper or greater***	\$200.00
Construction deadline expiration/no Certif of Occupancy	\$50.00

**\*Select Violations subject to automatic fines, without prior request for compliance. Fine will be added to the cost of any repairs performed by the Association.**

**Submitted By**  
**The Preserve at Eno Springs ARB Representative**

**Date**

\_\_\_\_\_

\_\_\_\_\_