

Community Use Guidelines

The Preserve at Eno Springs—July, 2020

These Community Use Guidelines are included to complement the Restrictive Covenants and the Architectural Review Board Guidelines in the interest of establishing community, public health, protection of wildlife, both flora and fauna, providing areas with beautiful views, protection of water and air quality, and other environmental and social benefits for the residents of The Preserve at Eno Springs.

The points below highlight the intended use of the community and/or give further clarification to certain points in the Restrictive Covenants and the ARB Guidelines.

1) Structural and/or Planting Changes

Refer to the ARB Guidelines that give guidance on all exterior changes to a property, including but not limited to landscape, which require ARB Approval. A list of sustainable planting recommendations for new or replacement plantings (both of which require ARB Approval) can be found in the ARB Guidelines. Additionally, lots #2, #3, #4, #5, and potential future Lots #11, #12, #13 and #14 will have additional planting requirements to ensure a buffer is created between homesites when reasonably possible without adversely affecting the primary view corridors of homesites on those lots. In no case will a Lot owner be required to plant a buffer that blocks their own view to what the Declarant during period of Declarant Control or the ARB thereafter considers to be the primary view corridor of the Home. It is recognized that there is a balance between screening a property so it is not in the direct sight of another home and in allowing a home the reasonable use of its own primary view corridor and when there is a conflict between the two because of a special feature like a pond being in view of multiple homes then multiple homes shall be allowed to have the same primary view corridor and as a result may see each other.

2) Century Link Internet Service and Professional Fees incurred by the HOA:

The Declarant has paid Century Link \$49,000 to run fiber internet service into the development and to each homesite. Additionally, the Declarant will be subsidizing the cost of the monthly Century Link internet service until 10 Lots are sold. For the duration of the 10 year fiber high speed internet contract the HOA has with Century Link, each platted and recorded lot that has conveyed by the Declarant to a member other than the Declarant, the J. Thomas Harris Trust or Lindy Creech shall be assessed by the HOA for monthly high speed fiber internet service an amount of \$89.95 per month plus taxes and fees. This bulk internet shall be purchased by the HOA from Century Link and then billed per the terms of the Restrictive Covenants by the HOA to Lots 1 thru 10 or if platted and sold in the future, Lots 11, 12, 13 or 14, for a period of 10 years after the Century Link primary fiber lines have been installed in the ground. Whether drops have been installed from the primary fiber lines to individual homes or not, Century Link will begin billing the HOA for bulk internet service as soon as it has installed the primary fiber lines in the ground. This bulk internet purchased by the HOA shall be resold to the individual platted and recorded lots listed above (excluding platted and recorded Lots conveyed by the Declarant to J. Thomas Harris, Lindy Creech or the J. Thomas Harris Trust) through the portion of those lots'

monthly assessment earmarked for high speed internet and billed to the owners of those listed lots that have been sold and recorded as a portion of their monthly assessment at the rate of \$89.95 per month plus applicable taxes. The Declarant will only be responsible for paying this assessment for high speed internet for any of the first ten lots (Lots 1 thru 10) if those lots have not yet been platted, recorded or sold once Century Link begins billing the HOA for monthly bulk internet until such time that any of those ten lots is platted and recorded lot is purchased by a subsequent buyer at which time the \$89.95 plus internet taxes and fees portion of the monthly assessment earmarked for payment of high speed internet of a Lot shall become the subsequent buyer's responsibility and shall no longer be the Declarant's responsibility. Owners of potential future Lots 11, 12 13 or 14 other than the Declarant, J. Thomas Harris, the J. Thomas Harris Trust or Lindy Creech shall similarly pay the \$89.95 per month assessment for high speed internet to the Association each month along with the associated taxes and Fees. Any profit that the HOA eventually might make from buying bulk high speed internet service and then selling it at the rate of \$89.95 per month plus taxes and fees to individual owners of lots shall be used by the HOA for the maintenance of roads. Professional services needed by the HOA for the drafting, modification or enforcement of any of the covenants contained in this document shall be paid by the HOA from the general funds collected as part of the monthly HOA assessment monthly installment payments made each month by the members.

3) Mail Kiosk

US Postal Service mail will be delivered centrally to the Eno Springs mail kiosk located between Lot 3 and Lot A2. Each owner will have two keys for their secured mailbox. Packages from USPS, FedEx or UPS that the delivery person chooses not to deliver to an individual home will be left at the mail kiosk for pickup by the recipient.

4) Garbage Collection

In order to leverage a bulk discount with a waste pickup provider and to minimize large trucks and noise disturbance multiple times per week, the community will arrange for one waste collection provider to pick up trash weekly. These charges will be included in the HOA dues. Recycling is available biweekly by Orange County. All trash containers need to be kept out of sight of other Lot owners both from the homesite of other Lot owners and when other Lot owners are driving along roadways except on trash pick-up day. An adjacent property owner may give permission to their neighbor for the neighbor to leave their rolling container in the road right-of-way off to the side of the gravel or paved road in the right of way as long as it is on a section of the right of way that typically only services the homesite of the person leaving the rolling container. For example, the Declarant, as owner of future Lot 13 located along both the last eastern leg and only Southern leg of Eno Springs Drive can and hereby does give permission to the Owner of Lot 8 to put their rolling trash bins in the right of way just to the South of where Eno Springs Drive turns to the right (South) as long as the Owners of other Lots cannot see the rolling bin from their home.

5) Safe Speeds

All vehicles are restricted to a speed limit not to exceed 20 miles per hour on Eno Springs Drive and 15 miles per hour on Hidden Valley Way and Red Barn Lane. This is a residential community and speed limits are to be observed for the safety of everyone.

6) Greenways

Greenway Easements are only to be used during daylight hours from 10am until Sunset. There are three Greenway Easements: North boundary of Pond on Lot 14 along with spurs going to Lots 8, 9 & 10 for the owners of those Lots to use to have direct access from their respective Lots to the Greenway; East Boundary of Lot 7; East Boundaries of Lot 8 and South boundary of Lots 9 & 10. Furthermore only members and their resident or visiting family members and their guests who are visiting the homes of members shall have access to the Greenway Easements and all such access will be limited to the times from 10am until Sunset. Enjoy walking on the roadways at any time. Please be courteous and remove all pet waste and/or trash that you or your animals create. All fish caught at the pond behind the Declarant's home (the pond located in potential future Lot 14) shall be released immediately back into the water for future fishing enjoyment of other residents and their guests. The land around the pond at the front of the Development to the North of Eno Springs Drive near the entrance is all privately owned and there is no greenway at that pond.

7) Lights in the Neighborhood

The Preserve at Eno Springs has a beautiful night sky and we want to preserve it by reasonably minimizing unneeded light pollution. Generally only exterior lights with alabaster glass that markedly softens and diffuses the light or lights with shielding that direct the light straight down to the ground shall be permitted and a maximum of 60 watt bulbs will be allowed in all exterior fixtures except flood lights. All flood lights shall point straight down to the ground and not be angled and shall be turned on only when a temporary short-lived security concern has arisen and shall not be turned on otherwise since even a flood light that is pointed straight down to the ground produces light pollution for neighbors.

8) The Preserve at Eno Springs Roads

At the time of recordation of this Declaration, Eno Springs Drive is partially complete with the initial section paved with asphalt and the sections after the initial paved section constructed with 6" of gravel compacted in place; The pavement width for Eno Springs drive from the "Y" intersection where the current pavement ends to the intersection with Red Barn Lane will be approximately 16 feet and the section of Eno Springs Drive after it has turned to the East at the intersection with Red Barn Lane shall be approximately 14' and continue at that approximate 14' width of pavement to the intersection with the driveway for Lot 7. The apron of the driveway of Lot 7 shall be within 100 feet of the common property line of Lots 6 & 7. Eno Springs Drive will not be paved beyond its intersection with the driveway for Lot 7 but instead shall be the existing gravel road beyond its intersection with the driveway of Lot 7. This existing unpaved gravel road extends to the North property line of Lot 8 and then stops without crossing the North Property Line of Lot 8. Beyond the North Property line of Lot 8 it shall be the sole

responsibility of the Owner of Lot 8 to improve the roadway easement or the greenway easement which will serve as the driveway for Lot 8. The sole responsibility of the HOA will be to maintain any gravel or pavement that the Owner of Lot 8 places in what could be a future turn-around area in the small amount of roadway easement located to the South of the North property line of Lot 8 and to maintain any of the trail-style Greenway located to the South of the area of the Greenway that the Owner of Lot 8 improves as their driveway. The HOA shall not be responsible for maintaining the driveways located in any Greenway easements.

Red Barn Lane has been constructed with 6" of stone compacted in place from its intersection with Eno Springs Drive extending approximately 177 feet to the North to the fence corner. The turnarounds shown on Lots 5, 8 & 9 on the recorded plat is for representational purposes only to depict what could be constructed by the Lot Owner at their sole expense. Improvements to these three turnaround areas are not the responsibility of the HOA or the Declarant but should the underlying Lot Owner choose to improve the turnaround areas with stone or pavement the HOA would assume responsibility for maintaining the stone or pavement located in the road right of way.

Hidden Valley Way is currently constructed and improved with 6" of stone compacted in place all the way to the Western property line of Lot 9.

The pavement width for Hidden Valley way shall be approximately 11' from the intersection of Hidden Valley Way and Eno Springs Drive and this pavement shall extend all the way to the intersection of Hidden Valley Way with the driveway for Lot 10. The driveway apron of Lot 10 shall be located within 100 feet of the common property line of lots 10 & A2. After intersecting with the driveway of Lot 10, Hidden Valley Way shall remain an unpaved gravel road approximately 11' in width that shall extend to the West property line of Lot 9.

If any adjacent property owner were to ever decide to pay for paving the unpaved gravel section of Hidden Valley Way or the unpaved sections of Eno Springs Drive or Red Barn Lane the HOA would assume the responsibility of maintaining the pavement assuming the initial pavement met the standards of the other pavement in the development and was a minimum of 2' thick. The cost of the initial paving of any unpaved sections of gravel roads was not factored into Lot prices of the lots that these unpaved sections serve and therefore it is not the Declarants or HOA's responsibility to share in the cost of the initial paving of these sections of unpaved gravel roads on the Eno Springs Drive, Hidden Valley Way, or Red Barn Lane.

Any improvements in the greenway easements located on Lots 8 and 9 other than improvements to create and maintain a hiking trail style greenway within the easement, shall be at the sole expense of the property owners of the land underlying the Greenway Easements. The driveways to the home sites on Lots 8 and 9 may lie within the Greenway Easement along the East property line of Lot 8 and the South property line of

Lot 9 but the HOA shall have no responsibility to maintain these private driveways located in Greenway easements. Members or their guests using the greenways for hiking or walking or biking may hike or walk or bike on driveways that are present in greenway easements. Greenway easements can only be used by motorized vehicles if the motorized vehicles are being used to maintain or do work on the Greenways themselves or on contiguous property to the Greenway that is cut off from reasonable egress to roadways by natural features such as creeks or steep topography. For example, the Owner of Lot 9 would be able to send service or construction vehicles along the Greenway that is contiguous with the east property line of Lots 8 & 9 or the South property line of Lot 9 to the Southeast portion of Lot 9 since that property is cut off by a creek from the portion of Lot 9 that has access to a roadway. In exercising their right to use a Greenway to access an otherwise inaccessible portion of their property, if one Lot Owner were to damage the driveway of a neighbor that is located within the Greenway it would be their responsibility to fully and reasonably repair any and all damage they caused to their neighbor's driveway located in the easement.

Each of the roads being improved with pavement shall be paved when a minimum of 85% of the Lots (being actively listed by the Declarant) served by the roads have had homes built on the lots and the homes have received their Certificates of Occupancy. The Declarant is funding the HOA the \$91,277.00 cost of paving the roads based on 2020 paving prices obtained from B&M Asphalt Services LLC and the HOA shall pave the private common roads as soon as the 85% thresholds of lot owners having obtained their Certificates of Occupancy. The reason for this 85% threshold is to reasonably try to minimize damage to the asphalt paving by heavy construction related vehicles as new homes are being constructed. Eno Springs Drive to its intersection with Hidden Valley Way is already paved and any potholes will be repaired in conjunction with paving the currently unpaved portion of Eno Springs Drive. The HOA, however, can elect under this Agreement to have the roads or sections thereof paved prior to the 85% home completion requirement met but in doing so shall assume all responsibility for increases in paving costs from paving individual sections of roads rather than all the roads at once and likewise shall assume responsibility for all costs to road repairs once the roads are paved since the reason for delaying paving of homes until 85% of the homes are completed is to minimize the impact of heavy home-construction vehicles on the roads. When the HOA paves the roads if the cost of paving has increased from the Estimate obtained by the Declarant from B&M Asphalt Services dated 3/19/20 the HOA shall do a special assessment that all Lot owners including Lot A2 but excluding other Lots owned by the Declarant, the J. Thomas Harris Trust and/or Lindy Creech shall share and pay equally. At the time of paving if the Declarant has not sold 10 Lots and fully funded the HOA with \$91,277.00 for paving to be held in an Attorney's Escrow account on behalf of the HOA the Declarant shall immediately fully fund the balance of the \$91,277.00 Estimated Cost of Paving.

9) Short Term Rentals

It is required that an Owner of a home being rented as a short-term rental or an HOA Approved Representative of the Owner resides each night in the Development and does not vacate the Development entirely while a home is being rented as a short-term rental.

Owners or family members of Owners of other properties in the Development shall automatically qualify as an HOA Approved Representative of the Owner of the property being rented. An Owner can petition the HOA Board for a case by case exception to the short-term rental rule and the Board may grant a case by case exception if the HOA Board is in agreement. Two representative examples of a short term rental of the entire property without the Owner or an Approved Representative continuing to reside in the Development during the rental period that the HOA Board may agree to approve would be: Renting an entire home with no Owner or Representative remaining in residence in the Development to a visiting professor or to the family of someone undergoing surgery at Duke or UNC. These are two possible examples and are not intended to serve as all-inclusive examples but rather are intended to provide the HOA Board guidance on the spirit of appropriateness when to and when not to grant case by case exceptions to allowing Owners to rent their entire property as a short term rental without them or their Representative continuing to reside in the Development themselves during each night of the short term rental period to ensure that their neighbors will not be disturbed by short term renters. If the HOA Board were to grant an exception and allow an Owner to rent to short-term renters without requiring the Owner or their approved Representative to remain in residence in the Development while the home is being rented it remains the responsibility of the Owner to ensure that the renter abides by all of the rules and regulations of this document and that if the renter were to violate the Orange County Noise Ordinance and/or keep any neighbor from the quiet enjoyment of their property from the inside of their home that the Owner of the property being rented would immediately evict the short-term renter in the most timely manner allowed in the North Carolina Vacation Rental Act.

- 10) Owners are responsible for mowing their pastures a minimum of 3 times each hay growing season. There are local farmer contacts who may be available to provide this service so our community can work together to coordinate timing when appropriate.