

**ARCHITECTURAL REVIEW COMMITTEE**  
**SPECIFICATIONS AND RESTRICTIONS**  
**OF THE**  
**CROSS CREEK PROPERTY OWNERS ASSOCIATION**

**I GENERAL PROVISIONS**

1. These specifications and restrictions are in addition to any previously issued declaration of covenants, restrictions, easements, reservations, terms and conditions. They are intended to help provide guidance, ensure an acceptable minimum level of quality and help maintain the natural beauty and the long-term investment potential for Cross Creek property owners.
2. These specifications shall apply to all structures and improvements built on a lot in the Community.
3. Prior to the commencement of all construction, including clearing of the lot and cutting of trees, all plans and specifications must meet the approval of the Architectural Review Committee (“Committee”). Applicants, herein defined as “homeowners” or “owner”, must be current in their payment of property assessments in order to submit their plans for approval. An initial impact fee of \$3,000 is due and payable to Cross Creek Property Owners Association (CCPOA) upon submission of your plans. This fee includes hookup to the water system and road wear impact associated with the building process. The entire amount will be refunded if for any reason the owner is unable or decides not to build. Additionally, the homeowner must submit a Letter of Credit in the amount of \$25,000 in favor of CCPOA, terminating twenty-five months (25) after ground breaking to ensure compliance with the twenty- four (24) months completion requirement. The Committee shall have up to thirty (30) days from the receipt of all required plans, specifications, impact fee and any other information requested prior to issuing a written decision.

Each lot owner shall provide the Committee with a complete set of the following for the dwelling prior to the commencement of construction upon the owner’s property:

- Site plan
- Floor plans and blueprints with dimensions
- Building elevation
- Exterior materials list and color samples
- Landscaping and retaining walls

4. Plans must provide for the structure built in Cross Creek to meet all state and local requirements and codes relating to building construction, electrical and mechanical systems and plumbing installation. NOTE: Some lots will require the installation of a septic booster pump and others may necessitate the need of a water pump and pressure tank after approval by the County Health Department. All of the expense in this regard will be borne by the owner.

5. Plans and specifications are not approved for engineering or structural design or for the quality of materials. Approval of such plans and specifications by the Committee will not in any manner suggest a recommendation of such plans. It will be understood that the Committee, the CCPOA, the directors, members, employees or agents of any of the above will not assume liability or responsibility for any defect in any Committee approved construction. Every owner who submits plans or specifications agrees that he or she will not bring any action or suit against the Committee, the CCPOA, it's directors, members, employees and/or any agents of the above to recover any such damages and hereby releases, remises, quitclaims and covenants not to sue for any or all claims, demands and causes and will defend CCPOA against claims of others.

6. The Committee shall be the sole arbitrator of such plans and specifications and may withhold approval for any reason, including purely aesthetic considerations and shall further be entitled to stop any construction in progress by virtue of a violation of the restrictions. Any member of the Committee or its representatives shall have the right to inspect the dwelling exterior for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass.

7. Relief from any specification or restrictions may be provided by the Committee if requested and justified in writing. The Committee may require the petitioner to secure written approval from neighboring property owners within three hundred (300) feet of any petitioner's property line, prior to rendering a decision.

8. Once approval of the plans or improvements by the Committee is granted, no modifications, alterations, or additions to the exterior construction, placement or erection of any nature whatsoever shall be commenced or placed upon the lot, except by express written Committee approval of a request submitted in writing by the owner.

9. The property owner is responsible for informing their building contractor of the rules contained within these specifications and instructing their adherence to the speed limits and directional road signs in the Community. Vehicles at the work site should be limited to no more than three (3) at one time (not including delivery trucks). Car-pooling from the Clubhouse is recommended as ample parking there is available. Construction traffic shall not block roadways and are prohibited from parking on or damaging neighboring property.

## **II SPECIFICATIONS AND RESTRICTIONS PROVISIONS**

1. The outside structure and roof area on any dwelling upon any lot must be completed within twelve (12) months of the commencement of said construction and a certificate of occupancy must have been received by the owner no later than twenty-four (24) months after commencement of construction activities.

2. Lots in the Community shall be used exclusively for residential purposes. Commercial use of any lot or dwelling in the Community is strictly prohibited. Commercial activity is defined as any business, that in the conduct of such business whether retail, industrial or commercial activity, has customer traffic in and out of the Community. The construction of any and all homes in the Community shall be restricted to single family, owner occupied dwelling and shall not be built with the intention of, nor for the use of renting to third parties. Seasonal renting by existing homeowner is not prohibited; however, discretion should be exercised for short term rentals.

3. In keeping with the natural surroundings, tree removal before and during construction shall be kept to a minimum. NO CLEAR CUTTING SHALL BE PERMITTED. (defined as destroying all trees and shrubs on an owner's lot in excess of that required to construct the home site). After construction is completed, no trees shall be removed except for (a) diseased or dead trees, (b) trees needing to be removed to promote growth of other trees, (c) trees needing to be removed for safety reasons, or (d) selected removal for view enhancement. The Committee shall be notified prior to the commencement of removing any trees or the clearing of any home site and approval shall be granted in writing.

4. All residential dwellings, including garages and porches must be set back a minimum of fifteen (15) feet from the sidelines of the lot and set back a minimum of thirty (30) feet from the edge of the Community streets and roadways. Any variance in the above set back requirements may be granted by the Committee as certain exceptions may be permitted for small size lots.

5. Plans shall provide for a residential dwelling with a minimum of 1,200 square foot “footprint” of heated living space excluding attics, unheated basements, crawl spaces and garages. Footprint is defined as that area of the first floor above grade of heated living space. No structure shall be more than two (2) stories above the foundation.

6. Plans shall provide for the heated living area of the residence to have a full foundation (i.e., no pier construction). Any block concrete construction, including foundations and retaining walls shall have masonry veneer, stucco or rock finish. The exterior finish of same must blend with the natural surrounding and/or closely resemble the colors approved for the home.

7. Mobile homes, boats or trailers of any type (including boat trailers) are expressly prohibited on any lot in this Community unless said property is stored in an approved covered structure. RV’s (motor homes or campers) may be parked on the owner’s lot during meaningful construction with the prior written permission from the committee. Storage of boats and boat trailers is permitted at the Clubhouse parking area.

8. No outbuildings or fences shall be constructed without first receiving written approval from the Committee. In no event may metal or barbed wire fence be permitted. Any outdoor lighting should be used with discretion and limited to paths, walkways and accent lighting. No transmission antenna, satellite dish larger than 18” in diameter shall be constructed. If not attached to the dwelling, prior approval is required. Aluminum, mill-finished windows are not permitted. Roof designs must have a minimum roof pitch of greater than 5 x 12 on any main living area or garage. Cement tile, tar or gravel roofs shall are not permitted.

9. Each lot owner must provide for adequate parking space for at least three (3) automobiles in a private drive. No permanent parking on Community streets or roadways will be permitted.

10. No signs of any type, except as noted below, shall be erected or displayed without prior written consent of the Committee.

- Hazard and security signs and one “For Sale” sign not larger than 2’ x 2’.
- Construction sign during meaningful construction activity.

11. Erosion barriers will be required to be installed prior to construction to protect neighboring lots and reasonable action shall be taken during construction to reduce soil erosion. The construction site is also expected to be kept clear of debris and equipment as much as possible. Landscaping to prevent erosion shall be completed as soon as possible but not later than ninety (90) days of the owner receiving his certificate of occupancy.

12. The outward appearance of the proposed dwelling must conform to the natural surroundings of the area and must meet the aesthetic qualifications of the Committee. Bright, colorful and shining tones will not be allowed. All treated wood exteriors, if not left natural must be painted or stained in the color approved by the Committee. Aluminum or vinyl siding materials will not be permitted. Except as permitted in writing by the Committee, any repainting of the exterior of all structures and their improvements must be painted in a color similar to that used in the original construction, otherwise the Committee must be advised.

13. Each lot owner shall be responsible for preventing any unsightly or unkempt conditions on their property. All mechanical equipment, propane tanks, gardening equipment, garbage cans, etc., shall be covered, hidden or out of view from the road or the Lake. Lot and homeowners shall not permit their property to be used as storage of any personal property that will cause such lot to appear unsightly or generally disruptive to the comfort, peace and quiet enjoyment of the Community. In addition, said conditions can have negative implications for the future development of the Community as well as having an adverse impact upon real estate values.

### **III ENFORCEMENT PROVISIONS**

1. The By-Laws of the CCPOA are in compliance with the requirements of the General Statutes of North Carolina. The CCPOA was established to function as the management entity for the Community as well as to provide for the common interest and insure the integrity of the Community. It is the intention therefore, that the CCPOA, under Article I, Section 2 (11) of the By-Laws, be responsible for upholding the Declarations of Covenants, specifications, restrictions, easements, reservations, terms and conditions filed in the Office of the Register of Deeds for Graham County, North Carolina. Further, the By-Laws empower the CCPOA to enforce said protective covenants in an equitable and consistent manner and to levy reasonable penalties thereof.

2. The owner of each lot shall be governed by and shall comply with the provisions of the Declarations of Covenants, Specifications and Restrictions, the By-Laws and the rules and regulations of the CCPPOA and of the Committee as any of the same are now constituted or as they may be amended from time to time. A default or violation by any owner shall entitle the CCPOA or the owner(s) of any of the lots to the following relief:

- A. Initial letter of non-compliance shall be issued to the owner subject to a violation allowing thirty (30) days to comply with the Covenants and/or obtain approval of the Committee for a plan of action.
- B. If no action is taken by the owner after thirty (30) days, a fine approved by the Board will be imposed against the owner with thirty (30) additional days granted to comply with the Covenants and/or obtain approval of the Committee for a plan of action. The Board, in its discretion and by majority vote, will determine the amount of this fine as determined by the severity of the violation.
- C. If after sixty (60) days there is no response or action taken by the owner, the Board shall deem the fine levied in paragraph B above to be an assessment and the Board shall take further steps as is necessary which may include additional fines that will be also be deemed an assessment as set forth in Article VII, Section 2 of the By-Laws. Such assessments levied against an owner remaining unpaid for thirty (30) days or longer shall constitute a lien on that owner's lot when filed of record in the Office of the Clerk of Superior Court of Graham County in a manner provided by Article 8, Chapter 44 of the General Statutes of North Carolina.

Dated: September 2, 2006

William Lee

Chairman  
Architectural Review Committee  
Cross Creek Property Owners Association

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