



**McLendon Hills
Property Owners' Association
953 Broken Ridge Trail, West End NC 27376**

***Architectural Review Board
Standards
And
Procedures***

November 1, 2022

ARCHITECTURAL REVIEW BOARD STANDARDS & PROCEDURES

1. INTRODUCTION.

The Architectural Review Board (the "ARB") is a board of the McLendon Hills Property Owners' Association (the "POA"), established under the Covenants of McLendon Hills that ensures construction, exterior design, appearance, and placement of structures, additions, modifications, and improvements to the property comply with (a) the Third Amended and Restated Unified Restrictive Covenants of McLendon Hills (the "Covenants") and (b) the ARB Standards and Procedures and (c) POA Rules (collectively the "Regulatory Documents"), in a manner that preserves property values and is in harmony with the aesthetics and natural beauty of McLendon Hills. (Cov. Art. V, Architectural Control)

Owners accepted architectural and aesthetic oversight for projects within the Development when they purchased property in McLendon Hills. Owners are responsible for compliance with the Regulatory Documents and the Federal, State, and local laws and codes applicable to their projects. Contractors are considered agents of the Owner and, as such, Owners are responsible for their conduct.

Capitalized terms in this document refer to the defined terms in Article I of the Unified Covenants of McLendon Hills. Sections of the Covenants referenced define requirements and restrictions in addition to those stated in these ARB Standards and Procedures. The ARB has no authority to waive or alter requirements or restrictions except when specifically allowed in the Covenants and these ARB Standards and Procedures. A copy of the Covenants is posted on the McLendon Hills POA website. (<https://www.mclendonhillspoa.com>).

2. APPLICATION PROCESS.

- a. **Submission.** Project applications must be submitted in writing with appropriate supporting materials. Completed application packages may be mailed to McLendon Hills POA, 953 Broken Ridge Trail, West End, NC 27376, or deposited in the POA drop box at that address. Owners are notified in writing of approval or disapproval within 30 days from receipt of the application or receipt of any additional information requested. If an application is not approved, the reason for disapproval shall be stated in a written response to the applicant. No construction, lot clearing, or delivery of materials is permitted prior to ARB project approval. Changes to approved projects require the submission and approval of a Project Change Request before the changes are implemented.
- b. **Application Forms.** Project-specific forms may be downloaded from the Application Form List in the ARB section of the POA website or obtained by contacting the ARB Chair. Information required for submission is listed on each form. The ARB may modify or add forms as needed. Application forms as of the date of this document's publication include the following.

Application

Initial Construction

Landscaping

Accessory Structure

Used for

New construction on an Unimproved Lot.

Landscaping other than tree removal and pastures.

For Accessory Structures other than docks, pools, Equine related facilities, and recreational equipment.

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<i>Addition to Existing Structure</i>	Addition to an existing Dwelling, Accessory Structure, or deck that results in increased square footage.
<i>Equine Related Facility</i>	Barns, run-in sheds, manure bins, pastures, riding arenas, fencing or similar, including additions and alterations thereto.
<i>Exterior Alteration</i>	Replacement, painting or staining, or alteration in appearance or type of siding, roofing, exterior doors, fencing, decking, or other exterior attributes of a Dwelling or Accessory Structure.
<i>Paving Project</i>	Installation, extension, repair, or replacement of driveways, walkways, patios, accessways, curbing, or other similar work after initial construction, and not part of an Accessory Structure or Landscaping application.
<i>Tree Removal</i>	Removal of trees more than 18-inches in circumference measured at 3-feet above the ground,-removal of more than 60% of the trees on a Lot, or removal of any tree utilizing heavy equipment, such as a stump grinder.
<i>Dock, Pier, and Bulkhead</i>	Installation, modification or repair of bulkheads, docks, piers, and open-air structures thereon.
<i>Fences, Gates, and Walls</i>	Non-equine-related fences, gates, and walls when not included in an Initial Construction, Landscaping or Swimming Pool application.
<i>Recreational Equipment</i>	Tree houses; play sets; permanently installed grills, outdoor kitchens and firepits, hot tubs, sporting courts, fenced garden beds, and other similar structures used for recreation.
<i>Swimming Pool</i>	Swimming pools.
<i>Solar Energy and Geothermal HVAC</i>	Solar and Geothermal systems.

c. **Security Deposits and Road Usage Assessment.** A separate check for deposits and assessments, payable to the McLendon Hills POA, must accompany applications.

(1) Road Usage Assessment. A nonrefundable fee of \$1,800 to offset wear on roads during the initial construction and landscaping for a Dwelling on an Unimproved Lot. (Cov. Sec. 5.7)

(2) Security Deposits. Security deposits are refundable except that all or a portion may be retained for failure to remediate damage to, or encroachment on, other Lots or Common Areas, or for failure to adhere to approved plans and the Regulatory Documents. (Cov. Sec. 5.6) Checks for security deposits must be drawn on the Owners account; cashier's checks and certified checks are also accepted.

(a) For Initial Construction - \$2,500

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- (b) For projects, other than initial construction, utilizing heavy equipment such as dump trucks, backhoes, skid-steers, trenchers, stump grinders, or similar equipment.
- \$1,500
- (c) For projects with no, or minimal, use of heavy equipment, such as only for delivery of materials - \$500
- d. **Completion Dates.** Projects must be completed within the times specified below. Extension of completion dates may be granted for extenuating circumstances. Requests for extension must be in writing, state the reason for extension, and specify a new completion date. The ARB will respond in writing within 10 days of receiving the request.
 - (1) Initial Construction – 12 months from the start of construction
 - (2) Accessory Structures and Pastures – 9 months from the approval date
 - (3) Landscaping and all other approved projects – 4 months from the approval date
- e. **Projects Not Requiring Approval.** Applications are not required for the projects listed below and for other short-duration projects the ARB determines as not likely to damage Common Areas or private properties, or adversely affect the Community. Owners should prepare an Application Waiver Request form if they feel their project fits this criteria.
 - (1) Satellite Dishes and Antennas. Installations shall be located so they are least visible from roads and must comply with Covenants Communication Structure restrictions. (Cov. Sec. 4.8)
 - (2) Lakeshore Nuisance Animal Barriers. Fencing no more than 24-inches high made of wire, weed-trimmer type line or mesh that blends into the landscape.
 - (3) Mailboxes and Flagpoles. Metal post-mount mailboxes meeting U.S. Postal Service standards for curbside mailboxes. Other designs and materials, such as brick or stone, require ARB approval. Flagpoles not exceeding 20-feet in height.
 - (4) Minor Landscaping Projects. The planting of trees, flowers, bushes, grasses, and other vegetation that blends with existing landscaping, not requiring use of heavy equipment. Removal of brush and trees less than 6 inches in diameter. Landscaping within Wetland Areas is subject to Federal and State regulation and requires ARB approval. (Cov. Sec. 2.1)
 - (5) Property Maintenance. Repair and repainting of Dwellings, Accessory Structures, fencing and existing property improvements where there is no significant change in materials, color, or design.
- f. **Project Observations.** Observations are required to ensure projects conform to the Regulatory Documents and approved plans. Observations will be done by one or more members of the ARB as described below. If a Certificate of Occupancy has been issued for the Dwelling, permission of the owner will be requested prior to an on-site observation. (Cov. Sec. 10.2)
 - (1) Initial Construction. An initial observation will be conducted prior to application approval to verify that setbacks and other application specifications are accurate. A minimum of three observations will be conducted during the construction of the Dwelling, Accessory Structures, and the landscaping of the Lot. A final observation will be conducted upon completion of the project.

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- (2) Projects other than initial construction. The ARB will conduct a minimum of one observation while the project is in progress and a final observation upon completion.

3. PROJECT CRITERIA.

- a. **Compatibility.** Dwellings, Accessory Structures and landscaping, and changes thereto, shall be compatible with the architecture of surrounding structures and natural topography and harmonize with the neighborhood setting. Determination of compatibility is based on similarity in design, style, size and scale, materials, color selections, and construction details.
- b. **Wetland Areas.** Areas designated as 'Wetlands' on a plat of a Lot as recorded in the Moore County Registry are subject to Federal and State regulations. Activities in Wetlands must comply with said regulations and be appropriately permitted. Activities damaging or altering the nature of these areas are prohibited without proper authority. (Cov. Sec. 2.1 & 2. 2)
- c. **Landscaping.** The following criteria and restrictions apply to all areas except for pastures, turnouts, areas fenced-in for Equine use, and the perimeter Equine easement.
- (1) Landscaping includes, but is not limited to:
- (a) Vegetation such as turf grass, trees, bushes, gardens, grasses, sedges, and low-growing ground cover.
 - (b) Nonvegetative ground cover such as mulch, pine straw, and pine bark.
 - (c) Hardscapes such as paving, patios, walkways, decorative stone, beaches, and retaining walls and stanchions.
 - (d) Water features such as fountains, ponds, and streams.
 - (e) Landscape lighting and outdoor utility equipment such as fuel tanks, HVAC systems, generators, flagpoles, mailboxes, or irrigation systems.
- (2) An initial landscaping plan must cover the entire Lot, including road, utility, and roadside equestrian easements;
- (3) Portions of Lots may be left in a natural unimproved condition when so approved. The area allowed to remain natural shall depend on the compatibility criteria stated above. Grasses, weeds and similar vegetation must be maintained at 24-inches or less. (Cov. Sec. 4.11b)
- (4) Plantings, stanchions, driveway pillars, or similar improvements installed within road and utility easements may be subject to removal if access to easements for their intended use is required. Neither the ARB nor the POA shall be responsible for the cost of removal or damages to said improvements if removal is required. Said improvements may not obstruct equestrian easements.
- (5) Landscaping between the Dwelling and roads that is not under the cover of trees or shrubs may not be predominately nonvegetative ground cover and hardscape. The extent that nonvegetative material is permitted in said area will be based on compatibility as stated above.
- (6) A 3-foot or greater buffer of vegetation is required along the lake shore, except for limited hardscaping as approved.

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- (7) The removal of trees 18-inches or more in circumference at 3-feet above the ground and removal of more than 60% of the trees on a Lot regardless of size requires approval. (Cov. Sec. 4.2) Retention of trees or planting replacement trees to retain the wooded atmosphere of the Development is strongly encouraged.
 - (8) The use of invasive species of plants and trees, or plantings toxic to Equines along equestrian easements or adjacent to Equine pastures, is prohibited. (See ncforests.service.gov for invasive plants and onslow.ces.ncsu.edu/ for plants toxic to Equines.)
 - (9) Fuel tanks, trash containers, pumps, pool filters, HVAC units, generators, storage bins and similar equipment shall be located so they are least visible from roads and screened. (Cov. Sec. 4.6b)
 - (10) The on-site burning of debris from Lot clearing is prohibited. (Cov. Sec. 4.14d)
- d. **Fences, Gates, and Walls.** Fences and walls must comply with the Covenants Section 4.7a and the following.
- (1) Fences, except for pasture and side-yard fences, may not be located between the Dwelling and the Front Road. Side-yards are defined as those areas not directly between the front elevation of the Dwelling and the Front Road. Approval of side-yard fencing shall be based on Lot configuration and community aesthetics. No fencing may be located within an easement or located within 20 feet of the lake's high-water mark when running parallel to the shoreline. Pasture fencing may be no closer than 25-feet of the lake's high-water mark. (Cov. Sec. 4.16e)
 - (2) Fences, gates, and walls may be no more than 60-inches in height and shall be of a finish and color that blends with the Lot and the surrounding area.
 - (3) Exterior pasture fences shall be made of wood. Partitions and fencing for paddocks, dry-lots, round pens, or other Equine containment fencing within exterior perimeter fencing, may be constructed of approved materials other than wood.
 - (4) Chain link, barbed wire, woven wire, chicken wire, and similar fencing may not be used except for wire mesh when attached to the interior of permitted fencing.
 - (5) Privacy type fencing is not permitted except when used as screening as required by the Regulatory Documents. (Cov. Sec. 4.6b&c)
- e. **Docks, Piers, and Bulkheads.** Docks, piers, and bulkheads must comply with Covenants Section 4.7b and the following.
- (1) The maximum length of a dock or pier from the lake's ordinary high-water mark shall be the lesser of 30-feet or 20% of the distance to the opposite shore ordinary high-water mark.
 - (2) The total area of the dock or pier extending beyond the ordinary high-water mark shall not exceed 400 square feet.
 - (3) Open-air structures on a dock, such as gazebos, are permitted provided the roof area does not exceed 400 square feet.
- f. **Driveways.** Driveway shall mean a private road that runs from the paved road to a Dwelling, garage, or paved parking area. Paved shall mean and refer to a constructed, hard, smooth, finished surface made of asphalt, concrete, or paving blocks. Driveways shall be paved for

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the first 75-feet from the road (Cov. Sec 4.1j). After 75-feet, the Driveway may be crushed stone, gravel, and similar approved material. Dirt driveways are not allowed.

- g. **Accessways**. Accessway shall mean and refer to a vehicular path from a road to an area of a Lot other than a Dwelling, garage, or paved parking area. Accessways shall be left in a natural state or paved, at a minimum, across the road easement, utility easement, and equestrian easements. Crushed stone, gravel, or similar material is prohibited in these easements except temporarily during construction.
- h. **Prefabricated Accessory Structures**. Prefabricated Structures shall mean structures constructed off-site. Prefabricated Structures must meet the same construction criteria as other Accessory Structures (Cov. Sec. 4.1) and the following.
 - (1) Roof area of 256 square feet or less.
 - (2) Structure shall be secured to a permanent foundation such as concrete. A dirt floor is permitted for Equine structures only.
 - (3) Footings and floor supports must be screened with year-round landscaping or materials that match the style, color, and material of the structure.
- i. **Recreational Equipment and Pools**. These features are subject to Accessory Structure criteria (Cov. Sec. 4.1) and the following.
 - (1) Recreational equipment includes, but is not limited to, tree houses, playsets, permanently installed grills, outdoor kitchens and firepits , sporting courts, greenhouses, hot tubs, fenced garden beds, and similar installations.
 - (2) Recreational equipment shall be located to the rear of the Dwelling and positioned to be least visible from roads. Exceptions for use of side-yards may be granted due to Lot configuration and community aesthetics.
 - (3) Pools must comply with State and local laws and building codes in effect at the time of the ARB application. No above-ground swimming pools are permitted. (Cov. Sec 4.1n)
- j. **Drainage**. Lot drainage shall be shown on landscape plans and comply with the requirements of Covenants, Section 4.5, and the following.
 - (1) Drainage shall not be diverted from its natural flow onto adjoining Lots or Common Areas.
 - (2) During construction and other projects, erosion controls must be sufficient to contain erosion within an Owner's Lot. Erosion onto adjoining Lots or Common Areas, including roads, shall be remediated within 48 hours.
 - (3) During initial construction on lakefront Lots, a minimum of two parallel spans of silt fence shall be installed along the lakeshore. Fencing shall be no closer than 10-feet of the shoreline. Existing vegetation between the silt fence and the lake shall be left as an erosion buffer until the project is completed.
 - (4) During initial construction on all other Lots, silt fences shall be sufficient to contain all sediment and debris on the Lot under construction.
- k. **Geothermal HVAC Systems**.
 - (1) Only Horizontal and Vertical closed-loop systems installations are permitted. Open-loop systems are prohibited. Systems must be installed by a licensed contractor and comply with State and local statutes and codes.

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- (2) All trenching, boreholes and piping shall be within the property lot lines except for in-lake installations. In-lake installations shall be horizontal closed-loop systems that contain only potable water. They must be entirely contained under the Lot's dock and must be weighted to stay on the lake bottom.
- (3) Neither the POA nor its Members shall be liable for damages to, or reduction in, the capability of in-lake systems resulting from lake activities or lake water level.

I. **Solar Energy Systems.**

- (1) Roof-mounted solar collectors for heating and hot water, and photovoltaic panels for electricity generation are permitted to the extent allowed by State law. Ground arrays are prohibited.
- (2) Collectors and panels must be located on a roof that does not face the Front Road.
- (3) Collectors and panels must not extend beyond the roof lines of the structure. Wiring, piping, and associated equipment must be located to be the least visible from the road.
- (4) Systems must be installed by a licensed HVAC, Plumbing or Electrical contractor, and shall be integrated into the design of the Dwelling and generally conform to the roof color to the extent practical.

4. **APPEALS.**

- a. Applicants may appeal disapprovals of project applications or change requests, stop work orders and the retention of security deposits, as follows.
 - (1) The applicant must submit an Appeal Request form within 10 business days of receipt of the notification of disapproval, stop work order or retention of security deposit. Appeal Request forms may be downloaded from the ARB section of the POA website or obtained from the ARB Chair.
 - (2) If a hearing is requested, the ARB shall give written notice to the applicant of the date, time, and location of the hearing. An applicant may select a representative to appear on their behalf. Hearings may be conducted in-person, via video conference or by phone. A quorum of the ARB shall attend the hearing.
 - (3) An applicant may submit written documentation in lieu of a hearing. All documentation must accompany the ARB Appeal Request form. A quorum of the ARB shall meet to review the appeal request and any documentation.
 - (4) The applicant shall be notified in writing of the appeal decision within 10 business days of the hearing or review date.
- b. If, after the ARB hearing or formal review, the appeal is not decided in favor of the applicant, the applicant may appeal the decision to the POA Board of Directors (the "Board") using the Board procedure in *Appendix 1, Enforcement of Architectural/Construction Violations*.

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APPENDIX 1

ENFORCEMENT OF ARCHITECTURAL/CONSTRUCTION VIOLATIONS

The Third Amended and Restated Unified Restrictive Covenants of McLendon Hills recorded in Book 5701, Page 548-576, Moore County Registry, (the "Covenants"), the Standards and Procedures of the Architectural Review Board (the "ARB"), the Articles of Incorporation of McLendon Hills Property Owners' Association ("the POA"), the Bylaws of POA (collectively, "Governing Documents") and any other instrument, document or publication of the POA empower the Board of Directors of the POA and the ARB to enforce the Conditions and Restrictions promulgated thereunder.

Procedure.

Upon reasonable verification by the ARB of a violation of the provisions of the Governing Documents or applicable law, the ARB shall send to the property owner a written notice including (a) the nature of the violation and (b) a reasonable period during which the violation may be cured or otherwise remedied (the "Grace Period"). The Grace Period shall not exceed thirty (30) days except that the ARB may allow a longer period if warranted by circumstances. Violations shall include but not be limited to (a) failure to adhere to approved plans, (b) violation of the Governing Documents, (c) damage to or encroachment on other properties and Common Areas. If, in good faith, the ARB concludes, that a violation will cause additional damage or harm to other properties and Common Areas the ARB shall have authority to require the action or activity causing said damage or damage to immediately cease. Further, if the ARB concludes, in a good faith determination, that the violation (c) presents bona fide public safety concerns or (d) a willful or wanton violation of the provisions of the Governing Documents or applicable law, the ARB shall be entitled to refer the matter for immediate action to the Board without extension of a Grace Period.

If the violation remains uncured after the expiration of the Grace Period, the ARB shall send to the property owner a second written notice including the nature of the violation, the proposed sanction to be imposed, and a hearing date and time before the ARB, and the property owner shall be entitled to attend the hearing and shall be afforded a reasonable opportunity to be heard and to present evidence at the hearing.

Further, if the violation is appealed from the decision of the ARB, a notice of subsequent appeal to the Board of Directors of the POA (the "Board") must be received by the President of the POA within fifteen (15) days of the decision of the ARB. Upon receiving this written notice from the property owner, the Board shall give notice of the time and place of the hearing, and the property owner shall be entitled to attend the hearing and shall be afforded a reasonable opportunity to be heard and to present evidence at the hearing.

Reasonable evidence of proper notice shall be placed in the minutes of the applicable meeting. The minutes of the meeting or hearing shall include a written summary of the proceedings thereof and the decision rendered and sanction, if any. The Board shall notify the property owner of its decision within fifteen (15) days of the hearing date.

In the event of a continuing violation, each day that the violation continues beyond the Grace Period constitutes a separate offense, and fines may be imposed daily until the violation is cured.

Pursuant to N.C. GEN. STAT. 47F-3-102, appropriate sanctions hereunder may include suspension of community services or privileges or fines up to a maximum of \$100.00 per day that the violation persists after the elapse of five (5) days after the decision that the violation occurs (such fines shall be assessments secured by liens pursuant to N.C. GEN. STAT. 47F-3-116).

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APPENDIX 2 LIMITATION ON LIABILITY

Notwithstanding any other provision of (a) the Third Amended and Restated Unified Restrictive Covenants of McLendon Hills recorded in Book 5701, Page 548-576, Moore County Registry, (the "Covenants") (b) the Standards and Procedures of the Architectural Review Board (the "ARB"), (c) the Articles of Incorporation of McLendon Hills Property Owners' Association ("POA"), (d) the Bylaws of POA (collectively, "Governing Documents"), or (e) any other instrument, document or publication of the POA. The basis for ARB review and approval of any application or other matter is limited to aesthetic considerations and good faith efforts to ensure material satisfaction of the requirements set forth in the Standards and Procedures of the ARB and other Governing Documents.

Neither POA nor the ARB (nor their respective directors, officers, committee members, members, staff, or volunteers) shall be liable for any injuries, damages (consequential or otherwise), losses or otherwise (a) to any person or entity submitting plans and specifications and other submittals for approval, (b) to any person or entity by reason of mistake of judgment, negligence or nonfeasance or other act or omission arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications or (c) arising out of the manner or quality of any work undertaken on or to any Lot.

No approval of plans or other documentation by the ARB or POA Board of Directors shall be construed as a representation, warranty or guaranty that any improvements, if built in accordance with the plans therefor or otherwise, shall, for example, (a) be accurate, complete or otherwise free from defects, (b) meet, satisfy or otherwise comply with applicable legal requirements (including, without limitation, those applicable to (i) prevention of soil erosion, siltation and sediment pollution, (ii) alteration of the natural flow of water and diversion of run-off to adjoining properties or (iii) disturbance of wetlands), (c) be built in a good and workmanlike manner or (d) meet applicable standards for structural, mechanical, electrical and all other technical aspects of a proposed design.

In addition, in no event shall POA or the ARB (or their respective directors, officers, committee members, members, staff, or volunteers) have any liability whatsoever to any person or entity for any injuries, damages (consequential or otherwise), losses or otherwise that may be incurred or suffered on account of the approval, disapproval or conditional approval of any plans by the ARB. Notwithstanding any other provision of the Governing Documents, (a), generally, neither POA nor the ARB (nor their respective directors, officers, committee members, members, staff or volunteers) possesses significant professional experience in the matters within its jurisdiction, (b) neither POA nor the ARB (nor their respective directors, officers, committee members, members, managers, staff or volunteers) is materially compensated for performance of its respective function pursuant to the Covenants, (c) no person or entity shall rely upon POA or the ARB (or their respective directors, officers, committee members, members, staff or volunteers) to monitor, oversee, inspect or otherwise ensure compliance by any person or entity with the Governing Documents or applicable legal requirements (including, without limitation, notice requirements), (d) POA and the ARB (and their respective directors, officers, committee members, members, staff, and volunteers) disclaim all warranties, representations and guarantees, whether express or implied (including, but not limited to, all implied warranties and all representations and warranties as to merchantability or fitness for any particular purpose) related thereto, and (e) enforcement of the provisions of the Governing Documents thereby is and shall be in the sole and exclusive discretion of POA and the ARB (and their respective directors, officers, committee members, members, staff, and volunteers) and, therefore, although so entitled, neither POA nor the ARB (nor their respective directors, officers, committee members, members, staff or volunteers) possess any affirmative obligation to file suit or undertake other legal action to enforce any provision of the Governing Documents.