

# **Architectural Review Committee (ARC)**

## **Standards for Design and Construction**

**SLWLA Board Approved**

**Revision:**

**June 2022**

**Published by**

**SEVEN LAKES WEST  
LANDOWNERS ASSOCIATION**

The Seven Lakes West Landowners Association (SLWLA) Architectural Review Committee (ARC) hereby publishes Revision 5.01.5 and 7.04.1 (H) of "**Standards for Design and Construction**", dated and approved June 2022, and herein after referred to as "ARC Standards".

<b>TABLE OF CONTENTS .....</b>	<b>2-3</b>
<b>MISSION STATEMENT.....</b>	<b>4</b>
<b>0.0 DEFINITIONS.....</b>	<b>4-8</b>
<b>1.0 VISION.....</b>	<b>8-9</b>
<b>2.0 ARCHITECTURAL REVIEW COMMITTEE (ARC).....</b>	<b>9</b>
<b>2.01 Purpose.....</b>	<b>9</b>
<b>2.02 Policy.....</b>	<b>9</b>
<b>2.03 Authority.....</b>	<b>10</b>
<b>2.04 Membership.....</b>	<b>10</b>
<b>2.05 Responsibilities.....</b>	<b>10</b>
<b>2.06 Enforcement.....</b>	<b>11</b>
<b>2.07 Limitation of Liability .....</b>	<b>15</b>
<b>3.0 DESIGN GUIDELINES AND APPROVAL PROCESS.....</b>	<b>16</b>
<b>3.01 ARC Review and Approval .....</b>	<b>16</b>
<b>3.02 Preliminary Architectural Review.....</b>	<b>21</b>
<b>3.03 Final Architectural Review.....</b>	<b>22</b>
<b>3.04 Approval by ARC.....</b>	<b>24</b>
<b>3.05 Design Document Changes.....</b>	<b>24</b>
<b>3.06 Variances... ..</b>	<b>25</b>
<b>3.07 Periodic Observations... ..</b>	<b>26</b>
<b>3.08 Deposits, Fees, and New Construction.....</b>	<b>26</b>
<b>3.09 Return of Compliance Deposit.....</b>	<b>27</b>
<b>3.10 Fee for Renovations and Additions.....</b>	<b>27</b>
<b>3.11 Termination/Replacement of Contractor .....</b>	<b>28</b>
<b>4.0 DESIGN DOCUMENTS.....</b>	<b>28</b>
<b>5.0 ARC COMMITTEE SPECIFIC POLICIES.....</b>	<b>30</b>
<b>5.01 Lot Clearing and Lot Drainage.....</b>	<b>30</b>
<b>5.02 Design Review Decisions.....</b>	<b>33</b>
<b>5.03 Approval Expirations.....</b>	<b>33</b>
<b>5.04 Permits for Prospective Buyers.....</b>	<b>33</b>

<b>6.0 THE CONSTRUCTION PROCESS.....</b>	<b>34</b>
6.01 Site Preparation and Drainage.....	34
6.02 Foundation Survey.....	35
6.03 Permitted Construction Hours.....	35
6.04 Construction Site Maintenance.....	36
6.05 Construction Site Violations.....	37
6.06 Construction Completion.....	37
6.07 Final Review.....	38
6.08 Certificate of Completion – Certificate of Occupancy	38
<b>7.0 GENERAL DESIGN STANDARDS.....</b>	<b>39</b>
7.01 Dwelling Size/Minimum Standards.....	39
7.02 Exterior Materials... ..	40
7.03 Roof Pitch/Roofing Materials .....	40
7.04 Landscaping .....	40
7.05 Outdoor Living Areas/Screened Enclosures.....	42
7.06 Fences .....	42
7.07 Awnings and Shutters.....	43
7.08 Under Deck Screening.....	43
7.09 Garage/Driveways... ..	44
7.10 Thinking “Green” .....	45
7.11 Accessory Structures/Utilities/Service Areas... ..	45
7.12 Bulkheads/Docks... ..	46
7.13 Private Swimming Pools .....	47
7.14 Banners and Signs .....	48
7.15 Installation of Alternative Power Generation Systems.	48
7.16 Retaining and Landscape/Decorative Walls (R/L/D)....	48
Amendment/Change or Additions to ARC Standards... ..	50
SIGNATURE PAGE.....	51

**“MISSION STATEMENT”** The Mission of the SLWLA ARC, founded in North Carolina State Law and the SLWLA Covenants and By-Laws is to assure an aesthetically pleasing environment for the protection of **Members’** property values and to carry out its responsibility fairly on behalf of all **Members**. This is accomplished by implementing or modifying when appropriate the SLWLA ARC Standards by approving applications and design documents for new construction and other property alterations and/or improvements and when appropriate by requiring modifications of same. The ARC shall enforce covenants, rules and regulations, and ARC standards applicable to architectural and related matters and review requests for variances and providing recommendations to the SLWLA Board of Directors.

## **0.0 DEFINITIONS**

**"ACCESS PERMIT"** shall mean a document issued by the ARC upon approval of construction or improvement plans and payment of all applicable fees. SLWLA shall have the right to charge reasonable permit and impact fees upon the submission of applications to ARC for approval of matters within its jurisdiction, and such fees shall be payable by the **Member/Applicant** prior to commencement of any clearing or construction on his Lot.

**“ALTERNATIVE POWER GENERATION SYSTEMS”** shall mean all aspects of non-traditional heating, cooling and power generation systems; for example: solar panels of any type, geo-thermal systems of any type, wind powered systems of any type, or other system that will be visible from outside the home, or intrude on any common area, right-of-way, or easement.

**“ARCHITECTURAL REVIEW COMMITTEE”** also called “ARC” shall mean a standing committee of the SLWLA. ARC carries out its responsibility on behalf of all Members of Seven Lakes West to establish an aesthetically pleasing environment for the protection of property values.

The mandate of ARC is to encourage design excellence, and to preserve and enhance the existing natural features of Seven Lakes West.

The success of this planned community depends on the compatibility of architecture, streetscapes, and landscaping with the adjacent natural areas, amenities and development.

Implementation of the ARC Standards will be carried out through design guidelines and application review procedures. Each application will be evaluated on its own merits. ***ARC has the right to reject any site plan, building design, landscaping plan and/or specifications that are not compatible with the Standards set forth herein, and decisions of ARC may be based on purely aesthetic considerations. ARC's interpretation of these Standards is in its sole discretion.***

**"ASSOCIATION"** and **"SLWLA"** shall mean The Seven Lakes West Landowners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

**"CERTIFICATE OF COMPLETION"** shall mean a written certification issued by ARC that confirms that the ARC Final Review has been completed and that the finished property complies with all SLWLA declarations including the ARC Standards.

**"CLEARCUTTING"** shall mean the act of clearing a lot(s) by removal of all, or substantially all, vegetation. It is prohibited without a written permit from the ARC, see section 5.01 of this Standard.

**"COMPLIANCE DEPOSIT"** shall mean the deposit paid to the Association prior to commencement of construction for the purpose of securing compliance with its Declarations, Rules and Regulations, and ARC Standards.

**"CONTRACTOR"** (a.k.a. "Builder") shall mean the licensed general contractor hired by the Member/Applicant. The contractor and his subcontractors shall be jointly and severally responsible with the Member/Applicant to SLWLA for compliance with its Declarations, Rules and Regulations, and ARC Standards. The contractor is jointly and

severally with the Member/Applicant responsible for the implementation of the plans as approved by ARC.

The Contractor designated as “General”, “Prime”, or “Lead” shall provide to the Community Manager a list of all Sub-Contractors authorized on the job site and shall update the list with any and all changes.

**"DECLARATIONS"** shall mean, collectively, the following Declarations of Restrictive Covenants as now or hereafter amended (all references to the Moore County Registry; see below), the SLWLA By-laws, Rules and Regulations including the ARC Standards:

**0.1** Declaration of Restrictive Covenants for Seven Lakes West recorded in Book 449 at Page 662 (covering the communities called, for the purposes of this document, "Seven Lakes West Subdivision", see Definition below)

**0.2** Declaration of Covenants and Restrictions for Seven Lakes West Country Club (n/k/a Beacon Ridge) recorded in Book 563 at Page 503

**0.3** Declaration of Covenants, Conditions, Restrictions, and Easements for Stonegate recorded in Book 3817 at Page 386

**0.4** Declaration of Covenants, Conditions, Restrictions, and Easements for Carriage Park recorded in Book 2774 at Page 247

**0.5** Restrictive Covenants for Carriage Park Addition to Beacon Ridge (formerly Seven Lakes West Country Club) recorded in Book 1228 at Page 326

**0.6** Declaration of Covenants, Conditions and Restrictions of Beacon Ridge Lakeview Homes recorded in Book 947 at Page 247

**0.7** Declaration of Covenants, Conditions and Restrictions of Pinnacle recorded in Book 609 at Page 201

**0.8** Declaration of Covenants, Conditions, Restrictions, and Easements for Morganwood recorded in Book 1694 at Page 541

**0.9** Declaration of Covenants, Conditions, Restrictions, and Easements for Parkwood recorded in Book 3848 at Page 160

**"DEQ"** shall mean the North Carolina Department of Environmental Quality.

**“Landscape/Decorative Walls”** shall be defined as a man-made structure that is aesthetic in nature and does not meet the functional definition of a retaining wall.

**“MEMBER”** shall mean a Seven Lakes West property owner who desires to construct a new home on his or her lot(s) or undertake modifications to existing construction or landscaping as set forth herein. The Member/Applicant is jointly and severally responsible with the Contractor for any violations, charges, and fines which may result from any improper actions or omissions hereunder, and agrees to give ARC, or its assigns, full access to the lot during the construction period. If the Member/Applicant is a licensed contractor and constructs his own house, the Member/Applicant shall also be responsible for himself and all sub-contractors.

**“NORMAL LAKE LEVEL”** shall be defined as 525.21 feet based on the National Geodetic Vertical Datum of 1929 (NGVD29) for Lake Auman and as the “standing water level” for outlying ponds.

**“RELATED CONSTRUCTION ACTIVITY”** shall mean any work outside of the dwelling that involves the use of heavy machinery, earth-moving equipment, or any other construction activity that changes the appearance of the structure, lot, or landscape, or generates excessive noise or otherwise constitutes a nuisance.

**“RENOVATIONS, IMPROVEMENTS and/or ADDITIONS”** shall mean any structural change to the exterior or footprint of the original dwelling and will require payment of a Submittal Review Fee.

**“RETAINING WALLS”** shall be defined as any man-made structure constructed to contain or retain natural elements like soil, rock, sand, etc., which would otherwise tend to move downward and/or outward toward a lower point due to gravity or other related natural forces and/or hydraulic pressure from behind and/or above the wall.

**“RIGHT OF WAY” and “ROW”** shall mean that public area comprised of land reserved on the recorded plat for roadways and includes land on both sides of the pavement which may be utilized for various public purposes.

**“SEVEN LAKES WEST”** and **“SLW”** shall mean all the properties and various subdivisions within the gated community known as Seven Lakes West.

**“SEVEN LAKES WEST SUBDIVISION”** shall mean all the properties covenanted under Declaration of Restrictive Covenants for Seven Lakes West and recorded in Book 449 at Page 662 of the Moore County Registry, dated July 27, 1979, as now or hereafter amended.

**“STOP WORK ORDER”** shall mean a written order from ARC or the Community Manager requiring all construction to cease and desist until all conditions of the order are met at the discretion of ARC.

**“USACE”** shall mean United States Army Corps of Engineers.

## **1.0 VISION**

The SLWLA and its ARC for the benefit of all its Members are passionate about continuously enhancing the natural and man-made beauty of the Seven Lakes West community and its environment. This passion motivates the development, maintenance, and enforcement of our ARC Standards and approval of Members’ plans to manage growth smartly, to protect the community’s quality of life, and facilitate property value appreciation.

Seven Lakes West strives to be known as a “Custom Home” community. New homes must be relatively unique in their neighborhood. Homes noticeably similar in appearance, style, and materials to other homes in the same neighborhood will not be allowed. (See covenants for details). All elevations shall include sufficient windows, shutters, trim treatment, fenestrations, or other design features to add to an aesthetically pleasing look.

**UNIQUE:** A large, deep, clear main lake with corresponding coves; a championship golf course; an equestrian sub-community; quiet residential streets; and a community center that facilitates camaraderie and fitness.

**PRESTIGIOUS:** Homes and properties notable for aesthetic value, winding streets, abundant buffer zones, and attractive common areas.

**EXCLUSIVE:** A private, gated community sharing high standards of living, boating/sailing on a large lake, golf at a semi-private club, private swimming pool, tennis courts, community center, uniformed security, and enhanced property values.

Important vehicles for realizing this Vision include restrictive covenants, effective observation and enforcement of architectural standards that stress aesthetics, use of state-licensed contractors and building professionals.

## **2.0 ARCHITECTURAL REVIEW COMMITTEE (ARC)**

### **2.01 Purpose**

One of the most effective methods of achieving the Seven Lakes West Vision and its primary goals of aesthetic beauty and enhanced property values is an effective aesthetic review process. The ARC will review applications and design documents for all new construction and modifications to existing properties, including landscaping, lot clearing, boat docks, bulkheads, lake dredging, fencing, yard art, swimming pools, hot tubs, etc. Each application shall be evaluated on its own merits with respect to the proposed details. ARC desires that all construction:

- A. Meets the requirements as set forth in the Declarations in terms of square footage, setbacks, etc.
- B. Is harmonious with existing construction in the community.
- C. Is performed by a licensed contractor without undue delay.
- D. Is maintained in keeping with the Declarations.
- E. Variances are only granted when required and appropriate.

### **2.02 Policy**

No construction, landscaping as hereinafter set forth, or alterations to any dwelling shall begin without prior written approval of the ARC. Such

approval shall be documented by the ARC when the Member's/Applicants' Access Permits are issued.

The ARC may modify or change the Standards for Design and Construction with Board approval, so long as such changes:

- A. Are in keeping with the requirements set forth in the Declarations;
- B. Provide due notice to anyone affected by such change;
- C. "Grandfather" any plans previously approved.

It is important to note that SLWLA and ARC ARE NOT BOUND BY ANY PRECEDENT; that is, the current ARC shall base its decisions on the THEN CURRENT ARC STANDARDS.

### **2.02.1 Approval**

Approval by ARC and issuance of Access Permit shall not relieve Member/Applicant from adherence to all Covenants/Rules and Regulations or ARC Standards for Design and Construction.

### **2.03 Authority**

In conjunction with any permits issued by Moore County or the State of North Carolina ARC issues all remaining Permits.

### **2.04 ARC Membership**

The Chairperson is nominated from the ARC committee by the committee. A Board member will serve as Liaison to the committee. The Chairperson shall nominate persons to serve as ARC members subject to the advice and consent of the Board. Such members shall serve at the pleasure of the Chairperson.

### **2.05 Responsibilities**

The ARC is empowered to perform the duties as set forth in the Declarations as well as noted elsewhere in the ARC Standards and to:

- A. Establish review criteria.

- B. Review all construction, renovation, and landscaping applications for compliance with the design criteria set forth herein and the SLWLA Declarations, rules, and regulations prior to approval.
- C. Encourage high standards of design and quality construction.
- D. Establish construction access and compliance fees and penalties for violations with Board approval.
- E. Periodically observe the construction occurring on the site to attempt to have the construction proceed in accordance with published ARC Standards.
- F. Contact Applicants whose plans and specifications have been disapproved and provide reasonable assistance or recommendations to bring applications into compliance with review criteria.
- G. Maintain copies of applications, design documents, access permits, certificates of occupancy, and related records.
- H. Encourage compatible architectural designs and harmonious relationships with neighborhood construction.
- I. Amend the design review criteria as well as the performance and quality standards, with SLWLA Board approval to reflect our community's current and future needs, as may be required from time to time.
- J. Periodically inform members of SLWLA regarding activities of the ARC and changes in criteria as they occur.
- K. Conduct a final review, when notified by the Member/Applicant, to check for compliance with all applicable SLWLA declarations including ARC Standards.
- L. Member/Applicant may not furnish or occupy the property prior to receipt of the ARC Certificate of Completion and a Moore County Certificate of Occupancy unless due to extraordinary circumstances a waiver is approved in writing by ARC.

## **2.06 Enforcement**

**Notice:** ALL construction, additions, modifications, and/or projects require ARC approval; however, many such activities may also require Federal, State, County permission/approval before starting, in which case such permission must be obtained before ARC approval will be granted. ARC shall report unpermitted activity as described above to appropriate

authorities; and property owners may be required to remove, repair, replace or otherwise “fix” any unapproved project, and may also be subject to substantial fines and penalties. A nonrefundable (After the Fact) fee of \$500 will be charged to any member who starts or completes an ARC permit required project without first submitting the required permit for approval, regardless of whether the project is approved or not.

- A. A structure or improvement that is placed outside the building envelope or encroaches into lot setbacks and/or utility easements without ARC approval is considered non-conforming and represents a violation of these Standards. The ARC will first request that structure or improvement be brought into compliance at the Member’s expense. Should the Member fail to comply, the ARC may proceed to pursue the case with the Community Manager, the Community Advocate and the Judicial Panel in accordance with Association By-Laws, SLWLA Rules & Regulations, and Covenants.
  
- B. An ARC member, referred to as an “Observer” shall perform periodic on-site observations of construction sites to determine if Contractors are conforming, as required, to the various ARC Standards, SLWLA Rules & Regulations and the Declarations. If the Contractor building on a particular site is found to be in non-conformance (except with respect to DEQ violations, which shall be handled as per section 2.06 C, below) the Contractor shall be informed in writing of the alleged violation(s) and given up to thirty (30) consecutive calendar days to correct the issue. Failure to timely comply shall result in a Stop Work Order. The number of days given shall be at the discretion of the ARC. If the ARC gives ten (10) days or less to resolve a problem, only non-holiday weekdays will be counted. The communication shall also state that the Contractor shall be fined up to \$150 per violation for each day after the resolution period has elapsed until the problem(s) is corrected.

The communication shall state that the fine shall be assessed against the Contractor's Compliance Deposit. Once the problem is resolved, the Contractor shall receive another communication, indicating how much money was deducted from the Contractor's Compliance Deposit and stating that the said deposit needs to be replenished before construction may commence again. If the Contractor fails to replenish the deposit within five (5) business days of demand or if at any time the amount deposited is insufficient to satisfy an outstanding fine the Community Manager will be asked to intervene to resolve the matter. If the Community Manager is unable to do so the Community Advocate will be asked to prosecute the matter before the Judicial Panel as noted in section 2.06 A. above.

- C. Should an ARC representative notice an apparent violation of a Department of Environmental Quality (DEQ) regulation pertaining to proper control of sedimentation run off/soil erosion arising from land disturbing activity, a communication will be sent to the DEQ office in Fayetteville for handling. Copies of the communication will be sent to the Contractor and to the Member/Applicant when ARC communicates with DEQ. If a Notice of Violation (NOV) is issued by DEQ and not timely appealed, the ARC shall assess a \$500 fine against the Contractor and deduct the monies from the Contractor's Compliance Deposit. The ARC shall communicate such action to the Contractor and the Member/Applicant and likewise demand the deposit be replenished as noted in sub-section B, above. Failure to replenish the deposit shall cause the ARC to proceed as noted in sub-section B, above. Should a Notice of Violation (NOV) be issued by DEQ, the Contractor shall immediately stop work on the site until such time as DEQ conducts a Compliance Inspection and determines in writing that Contractor is in full compliance with the said Act. Once in compliance and the conditions of the NOV have been satisfied, the Member/Applicant or his/her representative must supply ARC with a copy of the Compliance Inspection report before work on the site may resume.

- D. If a Contractor fails to satisfy a fee assessment, then, in addition to other lawful remedies available to the ARC, the Contractor will not be issued another permit to perform construction in SLW until the matter is resolved to the reasonable satisfaction of the ARC.
- E. If a Contractor has two or more violations in any given twelve (12) month period, regardless of whether or not any ensuing fees are satisfied, the Contractor shall be placed on probation for a period of one year from the date of the last violation.
- F. If a Contractor continues to violate the rules while on probation, the ARC, in addition to its right to fine the Contractor as noted above, shall have the right to ask the Community Advocate to summon the Contractor before the Judicial Panel to determine whether or not the Contractor should continue to enjoy the privilege of building in Seven Lakes West.
- G. Should a situation arise where the Contractor has committed a violation and is fined but the Contractor has not made a Contractor's Compliance Deposit and has not satisfied the fine, the ARC may proceed to have the Community Manager intervene as noted in subsection 2.06 B, above, and failing resolution by the Community Manager, the matter will continue as noted therein.
- H. Notwithstanding anything hereinabove to the contrary, the Member shall also be jointly and severally liable for any fine assessed hereinabove.

## **2.07 Limitation of Liability**

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, the basis for the review and approval of any application or other matter pursuant to these Standards is limited to aesthetic considerations and good faith efforts to ensure material satisfaction of the requirements set forth in Declaration, these Standards, and the Rules and Regulations. No approval of plans or other documentation by the ARC shall be construed as a representation, warranty or implication that the improvements, if built in accordance with the plans therefore, will, for example, (a) be accurate, complete or otherwise free from defects, (b) meet applicable codes, regulations, and laws (including, but not limited to, building codes and permit requirements), (c) be built in a good and workmanlike manner, (d) meet applicable standards for prevention of soil erosion, siltation and sediment pollution (including, but not limited to, regulations promulgated by DEQ or alteration of the natural flow of water and diversion of run-off to adjoining properties or (e) meet applicable standards for structural, mechanical, electrical and all other technical aspects of a proposed design. Neither SLWLA nor the ARC or their directors, officers, committee members, staff or volunteers, shall be liable for any injury, damages, or loss arising out of the manner or quality of approved improvements or modifications on or to any Lot. In addition, in no event shall ARC have any liability whatsoever to an Owner, a Contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the approval, disapproval or conditional approval of any plans by the ARC.

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, Applicant and Contractor acknowledge that (a) neither SLWLA nor the ARC—or their directors, officers, committee members, staff or volunteers—possesses professional experience in the matters within its jurisdiction and, therefore, (b) the Association and the ARC—and their directors, officers, committee members, staff or volunteers—perform their respective functions pursuant to these Standards as volunteers, (c) neither Applicant nor Contractor shall rely upon SLWLA or the ARC—or their directors, officers, committee members, staff or volunteers—to monitor, oversee, inspect or otherwise ensure compliance of Applicant and Contractor with any Declaration, these Standards, the Rules and Regulations or applicable codes, regulations or laws, and (d) the Association and the ARC disclaim all warranties, representations and guaranties, 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.

### **3.0 DESIGN GUIDELINES and APPROVAL PROCESS**

#### **3.01 ARC Review and Approval**

ARC review and approval is based on the stated vision for SLW. Homes must be designed in conformity with the standards, guidelines, and requirements in SLW declarations and covenants. All building footprints, porches, decks, and garages must be sited within the building envelope setbacks. Plans submitted for review, or any portion thereof, may be disapproved upon any grounds that are inconsistent with the purposes and objectives of the ARC, including purely aesthetic considerations. (See restrictive covenants. Item 1.g)

The following list summarizes those design guidelines that ARC requires for submitted plans:

- A. Use of professionals qualified in the fields of architecture, landscaping, engineering, and surveying.
- B. Compliance with all deed restrictions as found in the Declaration of Covenants and restrictions for the appropriate community in SLW. Specifically, the Member MUST conform to minimum square footage as stated in the applicable covenant declarations; for example: Morganwood, Seven Lakes West (3000, 4000, 5000, 6000 lots), Pinnacles, Beacon Ridge, etc.
- C. Preservation of the natural character of the building site to maximum extent possible including trees, natural terrain, springs, etc.
- D. Emphasis on aesthetics of exterior architectural and landscape designs.
- E. Requirements for minimum 6/12 primary pitch of roof.
- F. Minimum of two-car garage with automatic door openers. Refer to section 7.01.2 and 7.09.
- G. Superior quality construction with emphasis on distinctive design in keeping with the neighborhood and the preferred use of natural materials. Particular attention should be given to the blending of the structure into the site.
- H. A drainage / erosion control plan that incorporates best practices to assure appropriate drainage occurs as a result of the construction in accordance with industry standards and law. ARC will not approve any construction and/or drainage plan that includes pumping or otherwise removing sewage from the primary building lot to another non-adjacent "drain field lot", or any such arrangement that will detrimentally affect SLWLA common areas. The Applicant and Contractor shall also comply with DEQ rules and regulations.
- I. Foundation Drains and Roof Downspouts shall be drained away from the house using underground drainage systems. Surface splash blocks, daylighting, shall not be used to dissipate storm water from roofs. Downspouts shall be connected to subsurface drain lines, sized and installed as shown on the **Subsurface Drainage Plan**, and **Subsurface Drainage Section** provided in the New Construction Builders Package. **Bubblers** may be used at the end of the drainage lines to prevent storm water back up in the event of heavy rains.

- J. Lake front lots must pipe roof drainage from the gutter downspouts underground all the way to the lake, through bulkheads if they exist. Conversely, lake front lots **cannot** direct foundation drain water to the lake but, if they exist, must use French drains due to the possibility of insect treatments leaching into the foundation drain water and then into the lake.
- K. Integration of the exterior house lighting and landscape lighting into an arrangement that is aesthetically pleasing and considers human safety in and around the building envelope:
  - (a) All proposed exterior lighting should be detailed on landscape plans. The location and details of the column/post lights must be submitted for review and approval by the ARC.
  - (b) No exterior lighting shall be permitted which would create a possible nuisance to adjacent owners. (i.e. Stray light into adjacent home(s) is not allowed.
  - (c) Whenever possible incorporate the use of “Dark Sky” (downlighting) in the lighting design;
  - (d) Colored lights are prohibited except for temporary holiday lights in season. Exterior lighting is also subject to the following restrictions: (See restrictive covenants I/g)
    - (1) Post/Column lights located at the street driveway entrance are limited to two (2) per building lot and shall not be located on the right-of-way.
    - (2) Light posts/columns greater than 6” (i.e. stone colonnades with light fixtures atop for instance), shall be no more than 5’ in height, including the light fixture. This is a guideline and may depend on the fixture type itself (to be determined by ARC).
    - (3) Light posts/columns less than 6” in diameter shall be no more than seven (7’) in height including the fixture. This is a guideline, and may depend on the fixture type itself (to be determined by ARC)

**3.01.1** Submitted plans must address all exterior materials and surface treatments including roof, doors, decks, etc. Approval of exterior design will be based upon overall design themes and consider:

- A. Mass and scale;
- B. Design Duplication: House plans should be designed in such a way as to avoid repetitious design within SLW. Similar designs are discouraged and subject to disapproval without sufficient variations in exterior colors, materials, and exterior elevations and orientation. Exterior elevations that are similar in appearance, material or colors are prohibited on visually adjacent building sites (see Declarations or Restrictive Covenants E.g.). Approval of a house plan on one site does not automatically imply approval for the house on another site in SLW.
- C. Exterior Materials, textures, colors, and finishes. The following materials are permitted:
  - (a) Brick
  - (b) Wood Siding
  - (c) Stone
  - (d) Stucco (i.e. as a primary material in SW design, prairie or French Country design, etc.)
  - (e) Compressed Fiber-cement siding (i.e. "Hardy Board")
  - (f) Windows: wood, aluminum frame, fiberglass, Poly Vinyl Chloride (PVC) clad or painted.
  - (g) Vinyl or aluminum clad materials are acceptable as:
    - 1. As trim around windows, doors, and soffits.

- D. Continuity between primary design elements and secondary surface treatments.
- E. Exterior colors should be earth tones or muted pastels; primary colors are prohibited except in special cases such as a front door (a primary-colored door needs approval from ARC). The ARC reserves the right to reject a house plan on color selections or combinations alone, even though the architectural design of the house is acceptable and would be approved on its own merits.
- F. Vinyl horizontal lap siding of any quality is NOT allowed as an approved exterior finish, however vinyl accent products of a grade of .048 or above may be used. For ALL existing homes with vinyl siding, repairs may be made with the original style product. If an existing vinyl clad home is to be completely resided the new product must be on .048 or greater in thickness. ALL repair or residing of existing homes must be accompanied with an approved SLW ARC permit.
- G. Approved exterior finishes are brick, stone, Hardie board or its equivalent, smart siding, cedar or equivalent wood species and engineered stucco with an approved water barrier.
- H. Avoid combining structural and decorative characteristics from different architectural styles in a single home. The character and design elements should be consistent on all sides of the house.
- I. The use of “berming” (small elevation changes with plantings, etc.) to break up monotonous side walls is encouraged.

The ARC may disapprove any proposed new construction or changes to existing homes for purely aesthetic reasons if, in its judgment, such action is required to maintain the architectural standards of the community.

**3.01.2** The following exterior building materials are not permitted on “new builds” (Note: this does not apply to existing homes with vinyl):

- A. Vinyl
- B. Aluminum siding
- C. Panelized siding (i.e. T1-11 type)
- D. Masonite siding
- E. Plywood or Particle Board
- F. Foundations shall be faced with brick, siding, stone or stucco (stucco being a multi-layer foam and concrete product); just painting or parging of the foundation is NOT allowed.

### **3.02 Preliminary Architectural Review**

If a planned residence is thought by ARC to be potentially controversial, unconventional, or incompatible with a given neighborhood, a preliminary design review may be requested by the landowner or his agent. The ARC will conduct a review with the landowner and/or his agent to review the proposed plans. A preliminary review should include the following documents:

- A. Proposed to-scale site plan and landscaping plan including all rights of way, easements, and off-sets / setbacks.
- B. Provide two sets of large plans (24” x 36”) and two set of small plans (11” x 17”) of all exterior elevations (all sides) and floor plans [one eighth (1/8”) or one quarter (1/4) scale drawings are acceptable].
- C. All proposed exterior materials, colors and finishes shall be on a single board approximately 24” X 36”.

### 3.03 Final Architectural Review

The Applicant must submit final construction plans (2 copies), application fees, Compliance Deposit, material samples, product photos or brochures, and color chips as follows: (Note: Final Architectural Review package must also include two (2) 11"x17" copies of the Site Plan, Detailed Landscape Plan, Floor Plans, and Exterior Elevations)

- A. Application forms for residential construction or improvements as appropriate.
- B. Site Plan, including house location by scale within the Building Envelope, (Building Envelope is hereinafter defined as the area of land upon which a residence may be erected within the minimum applicable setbacks), and a Topographical survey showing current topography of the site as well as proposed topographical changes to the site and how the finished grades affect adjacent property, roadways, culverts, and waterways.  
DEQ regulations must be strictly followed pertaining to any land disturbing activity.
- C. Area Site Plan: SLW wishes to incorporate good design in our built environment. Recognizing that any anticipated construction impacts its immediate and surrounding built environment, all construction applications must include in the construction review process, an "Area Wide Site Plan" in addition to a specific site plan to show ARC the intention of scale, siting, view and orientation relationship to existing homes, planned builds and topography, that new build will be part of. This includes the following:
  - (a) General neighborhood locations of existing housing;
  - (b) Site access and relationship to existing housing and adjoining lots;
  - (c) Show existing lots and/or existing buildings in the immediate area; (this can be a county GIS map; available on Moore County's website).
  - (d) Provide photos of any adjacent homes, street view and lake view as applicable.

- D. Indicate drainage and any other impacting elements that could affect existing or future builds.
- E. Building sections and wall section details.
- F. Exterior elevations (all sides).
- G. Roofs: structure, materials, color.
- H. Exterior Walls: structure, materials.
- I. Fascia and trim: construction materials, color.
- J. Doors/garage doors: specifications, materials, color.
- K. Patio/decks/screened porches: structure, materials, finish.
- L. Fences/walls: structure, materials, proposed color; (Note: fences are prohibited by some Declarations and/or require a separate written approval as to location, materials and height. See appropriate Art. 5.5.4 in the Declaration for requirements and provide detailed specifications to the ARC for fence design.)
- M. Mechanical equipment: location of all exterior apparatus, including appropriate screening details.
- N. Driveways: materials, finish, and colors where appropriate;
- O. Proposed swimming pools: plans, layouts, fencing, and landscaping. (Separate Permit required)
- P. Proposed satellite dishes, antennae, etc. (Separate Permit required)
- Q. Proposed bulkheads and docks where appropriate. (Separate Permit required)
- R. Proposed geo-thermal systems and locations.
- S. Proposed sub-surface drainage system and locations

### **3.04 Approval by ARC**

Approval by the ARC shall in no way relieve the Contractor or Member/Applicant of their responsibility and liability for adherence to all applicable Federal, State or County laws, rules, regulations, ordinances, and codes. All such approvals MUST be obtained PRIOR to ARC approval.

The ARC will review all design documents, sample materials and color chips.

All copies of plans shall be signed and dated by the Contractor and ARC. If there is a difference between the approved plans and the written application, the plans shall be the standard. One set of ARC approved plans shall be returned to the Contractor with ARC comments. Samples will be retained by the ARC until a Certificate of Completion is issued.

Upon approval of plans and payment of required fees, an Access Permit will be issued subject to issuance of County building permit.

### **3.05 Design Document Changes**

During the construction process the Contractor must submit any proposed changes to the ARC for review prior to deviating from the plans approved by the ARC. A Request for Change Form, supported by additional documentation as required, must be submitted to the ARC. Any deviations require prior ARC written approval. Approved changes must be noted on the master design document and initialed by both the Contractor and ARC. Failure to comply may result in the requirement of removal at the Member's/Applicant's expense. The unapproved change may result in a \$500.00 fee.

### **3.06 Variances**

All requests for variances from the Declarations and/or these Standards shall be submitted to the ARC. Variances will be granted only in extraordinary circumstances where hardship has been demonstrated. (See state statutes for definition of "hardship") Each variance granted applies solely to the unique circumstances of the individual request and shall not be deemed to set a precedent for future requests. Variances shall not be granted to the extent they encroach upon or violate applicable legal requirements.

**3.06.1 Special Note: Setback Variances.** All requests for setback variances must be submitted along with normal ARC submittals. Setback variances will not be granted if they can be avoided (usually by altering plans, submitting alternate floor plans, or submitting same plans for a different or larger lot size).

**3.06.2** If a setback variance is requested after construction begins, there will be a non-refundable \$500.00 application and review fee required. If any setback variance request is granted, there will be a Fee of \$40.00 per Sq. Ft. (charged on that portion of the structure which exceeds setback requirements based upon an "as built" survey provided by the builder) or \$2,500 whichever is the greater. If the setback variance request is not granted the violation must be removed. The application fee of \$500 will not be refunded.

**Note: Lot Combinations:** Requirements for Lot Combinations are covered in the SLWLA Rules and Regulations. SLWLA Members in good standing may apply for a Lot Combination. ARC reviews, considers, and advises the SLWLA Board on whether or not to approve the request. Lot combinations have advantages and disadvantages, all of which will be considered in the final decision.

### **3.07 Periodic Observations**

The ARC reserves the right, but is not obligated, to periodically observe construction projects in progress to attempt to determine whether or not the construction is in conformance with approved design documents and materials and compliance with these Standards. All Members/Applicants agree to cooperate fully with the ARC and grant access as required. ARC Representatives will review cleanliness of the work site, adherence to permits, water/silt/soil runoff and silt fencing as required, conformance to approved plans, adherence to acceptable construction practices and standards and appropriate on-site vehicle parking. If any sedimentation or erosion control issues are observed, the ARC Representative will report the matter to DEQ with a copy to the Contractor and Member/Applicant, see 2.06.C

### **3.08 Deposits and Fees and New Construction**

An Access Permit will not be issued until the following fees are paid:

- A. A non-refundable ARC submittal Review fee of \$1,250 flat rate with a \$.50 per square foot of total area under roof exceeding 2,500 square feet by the Applicant.
- B. A non-refundable Road Use Fee of \$2,000.00 by the Applicant.
- C. A refundable \$3,000.00 noninterest-bearing Compliance Deposit per permit application by the Contractor.

The Contractor's Compliance Deposit must be written from the Contractor on a contractor check. A check from a Seven Lakes Member will not be accepted for the Contractor's Compliance Deposit, unless the Member is the builder of record. This Deposit (less any fines imposed) will be returned to the Contractor when the county "Certificate of Occupancy" is received by ARC, the landscaping is complete and ARC issues a Certificate of Completion. Should the Contractor accrue any fines or remedial charges during construction, the amount of the fine or charge will be deducted from the Compliance Deposit.

- D. The Contractor will then be required to replenish that amount within fifteen (15) days of incurring the fine, see 2.06B.
- E. Fines may be levied against the Member and/or the contractor for work performed without a required ARC permit.
- F. Fees, deposits, and fines may be changed from time to time without notice and may vary based on a case by case basis. The ARC Chairperson may vary deposits, and fees as appropriate; fines may be levied in accordance with Chapter Eight of the SLWLA Rules and Regulations.

### **3.09 Return of Compliance Deposit**

When all construction is completed, including landscaping and irrigation, ARC will conduct a final review, see Section 6.08. The Contractor's Compliance Deposit will be returned, less any outstanding fines or charges after ARC has issued a Certificate of Completion upon the final review.

### **3.10 Fee for Renovations and Additions**

The Member/Applicant shall post a non-refundable ARC submittal Review Fee of \$0.50 per square foot of total additional area under roof for application for external renovations, and/or alterations and/or additions to existing dwellings that change the footprint or elevation (including design, material, or color changes) of the structure, including swimming pools, before a permit will be issued. Documentation, fees, and deposit submission will be determined by ARC considering the total scope of the project. Fees, deposits, and fines may be charged based on any one or more of the following:

- A. Total additional square footage under roof;
- B. Potential damage to SLWLA property;
- C. Minimum fee

Swimming Pool Construction: A refundable, noninterest-bearing Compliance Deposit of \$1,000.00 will be posted by Member before approval for construction is granted; all other provisions in **3.08.C.** and **3.09.** above, other than the fees, apply. Said deposit will be returned once said pool including fencing and landscaping has been completed and has been approved by the County and the ARC.

### **3.10.1 Additions and Breezeways**

For a home addition to be considered “attached”, it must be fully integrated with the existing structure, be within required building setbacks and cannot be connected by a “breezeway” or other extension longer than six feet (6ft.).

### **3.11 Termination/Replacement of Contractor**

ARC shall be given written notification of a decision by the Member/Applicant to terminate or replace a contractor during the construction phase. Before commencing construction, the new contractor shall post a construction deposit of \$3000.00. Once this deposit is received, ARC may refund the remaining construction deposit to the terminated contractor, see section 3.08.

## **4.0 DESIGN DOCUMENTS**

In order to facilitate a consistent review process, the design documents should adhere to the criteria outlined below.

A. Site Plan, see 3.03B; also see Landscaping Requirements 7.04.  
The scale shall be a minimum of 1” = 20’ and include:

1. Property Lines
2. Building Setback Lines
3. Easements
4. Right-of-ways
5. Driveways/Walkways
6. Patios/Decks

7. Swimming Pools
8. Culverts
9. A storm water, erosion and sediment management plan to prevent sediment deposition into Lake Auman and/or adjoining property is required by ARC. The ARC can waive this requirement if the applicant can show proof it is not needed. Such plan must be submitted by a licensed Civil Engineer and certified to the SLWLA. ARC may allow other disciplines to satisfy this requirement so long as the professional is duly licensed, is competent to handle drainage matters, and has current malpractice insurance coverage in force.
10. Dwelling perimeters (1st/2nd floors).
11. Roof Line Overhangs.
12. Topography.
13. Geo-thermal plans if applicable.

#### B. Floor Plans

1. The scale shall be  $\frac{1}{4}'' = 1.0'$

#### C. Exterior Elevations

1. The scale shall be:  $\frac{1}{4}'' = 1.0'$
2. Topographic elevations at building corners
3. All exterior views of all structures including materials
4. Rendering of exterior color samples for all elevations if not consistent throughout.

#### D. Building Sections

1. The scale shall be  $\frac{1}{4}'' = 1.0'$
2. Wall/roof sections
3. Roof pitch

## E. Exterior colors, finishes, materials

1. Specifications
2. Manufacturers
3. Materials/samples/photos/models/color chips

## F. Detailed landscape plans (also see site plan A) (See also section 5.04) Scale shall be a minimum of 1" = 10'.

1. Easements
2. Right-of-ways should be landscaped with grass, see 7.04.1f.
3. Plant materials (description of plantings with common names and sizes)
4. Surface materials (e.g. pine straw, mulch, etc.)
5. Irrigation plans, if applicable

Particular attention to screening of outdoor appliances (e.g. heat pumps) should be noted in landscape plans. Height, depth, and width of screening/plantings must be identified

## 5.0 ARC SPECIFIC POLICIES

**5.01 Lot Clearing and Lot Drainage:** Prior to clearing a lot, the Member must submit a plan to the ARC showing the extent of the clearing, including showing the removal of any desirable living tree as described below in subsection 5.01.5. Written approval will include a requirement for silt fences in accordance with DENR rules and regulations where appropriate to protect the lake, the roads, and neighboring property. All cleared material must be removed from the lot within 7 days after the completion of the clearing.

There are four types of lot clearing addressed in this section. In all four types, as in all matters, DEQ rules and regulations for soil erosion and sedimentation control must be followed.

**5.01.1 Lot Clearing-Minor:** There are no requirements for permits, or ARC approval, for the manual clearing out of underbrush and undesirable scrub trees (see 5.01.5 below) as well as the removal of fallen trees, branches and

the like prior to construction. But all cleared underbrush, trees, etc. must be promptly removed from the lot.

**5.01.2 Lot Clearing in relationship to building a house:** A plan for lot clearing, as described above in 5.01, should be included with the building Plans. If heavy equipment is required, section C, below will apply. Construction must begin within 60 days of commencement of lot clearing. The Contractor must request a site visit from ARC to physically review and obtain final approval for site clearing **Prior** to beginning clearing.

**5.01.3 Lot Clearing-Major:** A \$500.00 deposit is required, as well as a plan showing the nature and location of the work required, for the clearing of lots by heavy equipment such as bulldozers, or major removal by other means. This deposit can be waived with prior approval of the ARC. Disturbed ground shall be graded and restored with ground cover. If grass is to be used for the permanent ground cover, then winter rye grass may be used as a temporary measure so long as it is subsequently reseeded with permanent grass.

**5.01.4. Tree Removal after a house is occupied:** Desirable trees (see E. below for size, type and ARC approval requirements) may not be removed without ARC approval once a house has been constructed on a lot and the premises are occupied. **If heavy equipment is used to remove any tree(s) from such a lot, a permit (\$500 refundable deposit) must be obtained.**

**5.01.5.** Undesirable trees, by way of illustration and not limitation, including Blackjack Oaks, Tree of Heaven, Silk tree/Mimosa, Callery (Bradford) Pear, and Chinese Tallow tree may be removed without ARC approval if they are less than 4 inches in diameter, measured at 3 feet above grade. Refer to the North Carolina Forest Service web site ([https://www.ncforestservice.gov/forest\\_health/invasives.htm](https://www.ncforestservice.gov/forest_health/invasives.htm)) for the most current list of invasive plants. Desirable trees including Holly, Dogwood, Magnolia and Longleaf Pines, more than 1 inch in diameter and located outside of the building area, driveway and septic area may not be removed without ARC approval. Clear cutting is prohibited in any area of Seven Lakes West.

**5.01.6** A lot clearing or building Access Permit is required prior to beginning work in 5.01.2, in 5.01.3, and in 5.01.4. Trees and other undergrowth may

be removed prior to the initiation of construction; however, if any desirable trees as described in 5.01.5 above are removed without ARC approval, ARC may impose fines and/or require replacement with comparable trees.

No bulldozing or heavy clearing of trees shall commence until plans showing the nature and location of the work have been submitted to, and approved by, ARC. "Clear cutting" of the lot is prohibited in Seven Lakes West and will result in the permanent banning of the Contractor, conducting such "clear cutting", from the community.

**5.01.7.** The Contractor shall be responsible for grading and surface drainage such that surface runoff will not adversely affect adjoining properties, roadways, creeks, ponds, or the lake. Appropriate silt fencing must be installed in accordance with DEQ. Two rows of "Super Silt" Fence spaced no closer than six feet (6ft.) apart shall be installed along lake front lots to ensure no silt runoff into the lake. (During construction, any lot without an existing bulkhead, shown to have silt breaching the Supersilt fencing MAY be required to install USACE, NC DOT and NC DEQ approved Type 1 Turbidity Curtains to prevent lake contamination.) "Super Silt" Fence is described as silt fence with wire mesh support. Sod berms, French drains and catch basins with piped drainage should be considered and may be required as part of the Drainage Plan, see 4.0.A 9. Any materials used for drainage control must be integrated into the overall landscape plan to provide a natural and aesthetically pleasing appearance. Significant grading changes from the natural topography will only be approved in extraordinary building circumstances. Soil shall not be removed from any lot in excess of six truckloads without the prior express written consent of ARC.

**5.01.8** Notwithstanding anything herein above to the contrary, the Contractor and Applicant shall comply with DEQ rules and regulations with regards to preventing sedimentation/soil erosion. Should an ARC Representative observe any such issues, they may be reported to DEQ for further handling.

## **5.02 Design Review Decisions**

Upon receipt of a properly completed application, ARC will review the Member/Applicant's plans and specifications and render one of the following decisions in writing:

- A. Approved
- B. Approved subject to conditions of attached changes
- C. Disapproved

The decisions of the ARC are final.

## **5.03 Approval Expirations**

Members/Applicants must begin construction within one hundred twenty (120) days of final ARC approval. Failure to do so may result in the revocation of all permits and loss of permit fees but only after written

notification by ARC. In exceptional circumstances, extensions may be granted by ARC.

## **5.04 Permits for Prospective Buyers**

As a prospective buyer can not apply for a permit (they have no standing), a homeowner may apply for one and if granted, may pass that permit to the buyer. This is a like kind permit and the buyer has 60 days from the transfer of the property to make the application, which will be granted.

## **6.0 THE CONSTRUCTION PROCESS**

### **6.01 Site preparation and drainage**

#### **6.01.1 Erosion Protection:**

Contractor and Member/Applicant shall strictly adhere to DEQ rules and regulations. Any apparent violation of such may be reported by the ARC Representative to DEQ for handling.

Contractors shall install prior to commencement of construction activities crush and run/ABC material on the fifty (50) feet of driveways adjacent to roadways to prevent erosion. Said crush and run/ABC material shall be at least six (6) inches thick, and a minimum of ten (10) feet wide. Such defined minimum amount of ABC material shall be increased as necessary to insure protection of erosion and material migration onto road surfaces. All reasonable measures shall be taken to avoid any damage to other properties during the construction process.

Silt, sand or dirt that migrates to road surfaces from the site during construction shall be cleaned daily.

Sedimentation/soil erosion shall not be allowed to occur. An Erosion and Sediment Control Plan must be submitted by a licensed Civil Engineer and certified to the SLWLA.

**6.01.2 Road Cuts:** It is understood that if construction requires the Contractor to cut into, under, or across any Association road or right-of-way for any reason, the Contractor is completely responsible for repair satisfactory to ARC and Infrastructure.

All Road Cuts must conform to Seven Lakes Landowners Association Rules and Regulations; section 3.10 Street Paving Standards & Methodology. Boring is the preferred method when providing access for waste drain fields, cable, water or utilities; however, if boring is not feasible, road cuts will be approved on a case-by-case basis. If a boring or road cut settles within 12 months, the Member shall be required to repair the roadway according to section 3.10 in the SLWLA Rules and Regulations at their expense. In no case, shall boring under a road or a road cut begin without the prior express written consent of ARC.

## 6.02 Foundation Survey

Prior to any vertical construction above the foundation level the Contractor shall provide to ARC a professionally prepared foundation survey with all setbacks indicated and foundation location on the lot "as built". Lake Front lots must include an elevation survey of ALL foundation corners.

If the Contractor begins any vertical construction above the foundation prior to submission of a foundation survey to ARC, the Contractor will automatically forfeit the \$3,000 Compliance Deposit. A Stop Work Order may be issued for that job site. The Contractor must submit another \$3,000 Compliance Deposit (to replace the original deposit) prior to restarting construction on that job site. Any Lake Front lot finished floor that is erected below an elevation of 530.21 feet (5 feet above the NGVD29 normal lake level of 525.21 feet) on any foundation corner will not be approved for further construction and will be required to be demolished.

## 6.03 Permitted Contractor Construction Hours

Construction hours shall be defined as:

- 7 AM to 7 PM, Monday through Friday
- 7 AM to 12 PM on Saturdays

Use of heavy earthmoving equipment or noisy outside construction on Saturdays after 12:00 noon is prohibited. No construction or related activity is permitted on Sundays or Holidays.

### **Recognized Holidays Defined**

New Year's Day

Memorial Day

July 4<sup>th</sup>

Labor Day

Thanksgiving

Christmas

## **6.04 Construction Site Maintenance**

All sites must be maintained in a clean and orderly condition. Note: The Contractor to whom the access permit is issued is responsible for his own activities and those of all *of* his subcontractors.

**6.04.1** Lot lines shall be marked off and all clearing debris removed before construction begins.

**6.04.2** All permits shall be properly displayed near the roadside.

**6.04.3** A builder's sign, no larger than 2' x 3', may be posted when the Access Permit is granted and must be removed when the Certificate of Occupancy is issued. No Sub-contractor signs are permitted.

**6.04.4** All Port-a-johns shall be sited well off roadways and near the construction space. Their doorways should not face streets or adjacent properties. They must be promptly removed from the site when the Certificate of Completion is issued.

**6.04.5** All construction sites shall have a dumpster or equal solid bottom trash container to hold construction residue including lunch trash, bottles and cans. Plywood "pens" are prohibited. The Contractor is responsible for policing the site at the end of every workday and maintaining dumpster contents to a reasonable level.

**6.04.6** No open burning is permitted at any time. Burning and burying of debris is prohibited. Burn barrels that conform to NC rules and regulations are permitted during winter months.

**6.04.7** Construction personnel must give due consideration to adjoining Member's property when parking. Parking should be on the lot where the construction is taking place whenever possible. Temporary parking is permitted on rights of way. At ARC's discretion, construction worker carpooling may be required.

**6.04.8** If a vehicle or trailer is left overnight, it shall be parked well off the

roadway and must be removed when it is no longer required. Long-term parking (in excess of 72 hours) is prohibited without ARC approval.

**6.04.9** Upon completion of construction all excess materials shall be removed or stored out of sight.

**6.04.10** No construction materials may be delivered to a construction site until all permits are issued and not earlier than two weeks prior to the start of construction. No construction materials may be stored on vacant lots or street rights-of-way. All materials will be kept orderly, neat, and contained. Materials must be secured so as not to blow around in the wind.

**6.04.11** Contractors shall be responsible for the repair of any damage to adjacent property occurring during construction including, but not limited to, such things as disturbed easements or rights-of-way on adjacent/across the street areas caused by vehicle parking, street, sidewalk/walkway or curb damage and live tree/vegetation damage. Repair of disturbed right of ways shall be repaired to original or better condition to include the application of perennial grass seed of the same type as the surrounding grass.

## **6.05 Construction Site Violations**

Failure to maintain sites as required may result in fines, see section 2.06 Enforcement and section 3.08 Deposits and Fees and 3.09 Return of the Compliance Deposit.

## **6.06 Construction Completion**

If construction is not complete within twelve (12) months of commencement, without prior written approval by ARC, all permit fees will be forfeited. Any fees forfeited must be reinstated prior to restart of construction.

## **6.07 Final Review**

Upon completion of construction or project, the Member/Applicant shall notify ARC in writing and request a Final Review. All exterior construction, landscaping and final site work, including cleaning the lot of all construction material and debris, must be completed prior to ARC Final Review. Should the inspection reveal all items are not sufficiently complete, a reinspection must be scheduled and a \$100.00 reinspection fee will be assessed.

## **6.08 “Certificate of Completion”**

Upon successful completion of the Final Review by the ARC, and receipt of a copy of the Moore County Certificate of Occupancy, the Member or their representative will receive a “Certificate of Completion” issued in writing from ARC, providing any outstanding fines have been paid and all work is completed to the satisfaction of ARC.

No one without express prior written consent from ARC may move personal property items to the house nor occupy the home until both the “Certificate of Completion” and “Certificate of Occupancy” have been received by SLWLA. Failure to comply with any aspects of this final inspection and occupancy provision may result in a fine of up to \$100 per day to be paid by the Member. If the Contractor permits occupancy before receiving both a Certificate of Completion from ARC and a Certificate of Occupancy from the County, ARC may ask the Community Advocate to present the matter before the Judicial Panel. The Contractor may be fined up to \$100 dollars per day, taken from the Contractor’s \$3000.00 compliance deposit, from the date of notice of the violation. Contractor may be banned from building in Seven Lakes West for up to one year from the date of notice of the violation.

## **7.0 GENERAL DESIGN STANDARDS**

Applicants should select building sites and home plans so as not to construct repetitious designs in close proximity. Similar designs or design duplications are discouraged and subject to disapproval if they do not sufficiently vary with respect to exterior colors, materials, finished trim, and detailing.

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

All residences shall conform to the following standards:

**7.01.1** Heated square footage per applicable subdivision Declaration.

**7.01.2** Enclosed side or rear entry garage with a 2-car minimum. Appeals to this Standard will be considered on a case-by-case basis. When a front load garage is allowed, it must be accompanied with a 36-inchwide man-door on the side or rear. Carports are not allowed.

**7.01.3** Electrical garage door openers are required.

**7.01.4** No part of the building including the garage, porches, stairs/steps, decks, etc. shall be allowed to encroach into offsets, setbacks, easements, ROWs, etc. Distances shall be measured from where these items contact with the ground. Waiver requests may be submitted and may be considered by ARC on a strict case by case basis.

**7.01.5** Side Yard Setbacks: Side yard setbacks shall be measured from the side lot line to the foundation wall line and shall be a minimum of twelve-and one-half feet (12 ½). Soffits or other overhangs may not extend more than sixteen (16) inches beyond the foundation wall line.

**7.01.6** Exterior Elevations: Exterior elevations will be reviewed for architectural design/materials and aesthetic appearance with respect to the overall dwelling and its relationship to other neighborhood homes. The maximum dwelling height is 35 feet and shall mean the height of a dwelling when measured from the Grade Plane to the highest ridge vent of any dwelling.

The Grade Plane is defined as a reference plane representing the average of the finished grade surrounding the building at all exterior walls. Chimneys, cupolas, etc. are exempt.

## **7.02 Exterior Materials**

Exterior colors or materials that with respect to the community would be inharmonious, discordant, or incongruous shall not be permitted. Each member must submit, as part of the Final Architectural Review, a color board approximately 24"X36" showing the color of the roof, exterior walls, shutters, trims, etc. (See Article 3.01 in this document for details.)

## **7.03 Roof Pitch/Roofing Materials**

A minimum of 6/12 pitch is the preferred standard for the main house. Lower pitch roofs will be evaluated in context with the total design of the residence. Flat roofs are not indigenous to this area and will not be approved. Gutters and downspouts including drain lines are required on all construction.

All vents, vent covers, flashings, and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roof.

## **7.04 Landscaping**

Landscaping (and irrigation) installation shall be completed prior to issuance of a Certificate of Completion. The Member/Applicant or his agent may submit a written request for a delay to landscaping installation due to extraordinary circumstances or conditions. In such a case, approval will depend upon an agreed upon completion date with penalties to be imposed for failure to comply.

**7.04.1 Mandatory Landscaping Requirements.** At a minimum, the following landscaping is required for all homes:

- A. Layered plantings (not less than two distinct layers of varying

- heights) around elevations fronting on the golf course, lake, and street. Foundation plantings, first tier (closest to the house) should be a minimum 5-gallon container. Single layer planting is allowed on side yards other than above.
- B. Plant sizes must be proportional to wall height and foundation exposure. A detailed list of planting materials must be included within the landscape plan. The list shall show the size of each plant species.
  - C. Areas under decks must be fully screened with appropriately sized plant materials or combined with latticework (appearance subject to ARC approval) to avoid under-deck views.
  - D. Mechanical equipment, meters, etc. must be fully screened with appropriately sized non-deciduous plants or approved fencing.
  - E. All new or replacement fuel tanks must be buried.
  - F. All abutting road rights-of-way that have been disturbed must be protected from erosion. landscaped and vegetated in such a way that will retard erosion. The surface should be graded for pedestrian purposes.
  - G. To protect views and ensure continuity with adjacent residences, no walls, hedges or screen plantings may be erected, placed or altered outside the building envelope on any premises without ARC approval.
  - H. Plantings selected should be suitable for North Carolina climate and conditions. No plants identified by the North Carolina Forest Service as “Invasive Plants” shall be used in the landscape plan. For the most current list refer to the following web site.  
([https://www.ncforestsERVICE.gov/forest\\_health/invasives.htm](https://www.ncforestsERVICE.gov/forest_health/invasives.htm))
  - I. All other areas disturbed as a result of the construction process shall also be landscaped.
  - J. Underground irrigation is recommended for all homes and required for cluster communities with common maintenance.
  - K. It is recommended that some grass area(s) be included in the overall landscape plan.
  - L. The landscape plan should provide a seamless grading transition with all surrounding surfaces including streets, driveways, and adjacent property.

**7.04.2 Landscaping Changes After Occupancy.** Additions and/or enhancements to existing landscaping within the owner's property lines are encouraged and do not require ARC approval. Landscape changes using structural materials (e.g. flag stone, railroad ties, lattice work, etc.), or which includes reforming or re-contouring the ground requires prior approval of ARC. Landscaping after occupancy, which includes significant land disturbing activities, such as retaining walls, (See ARC Standard 7.16, 1-6 for complete retaining wall requirements), may require the plan to include topographical information. Such requirement is at the discretion of the ARC. Existing plants and trees may be replaced with like species, kind and size without the ARC approval. Any landscaping which creates a screen, fence or wall, either natural or artificial, that obstructs or interferes with a view of the golf course, a lake or a pond is not permitted without ARC approval.

**7.04.3 Landscaping on ROW.** Notwithstanding anything hereinabove to the contrary, nothing other than grass or pine straw shall be planted, placed, or constructed on the ROW without prior written approval by ARC. Association shall retain the right to access and use of the ROW.

#### **7.04.4 Future Use**

### **7.05 Outdoor Living Areas and Screened Enclosures**

The location, materials, colors and other features of outdoor living areas, including, but not limited to porches, pergolas, decks, patios, and terraces, will be reviewed by ARC. Screened enclosure materials and colors must be submitted for approval. No screened enclosure, patio or deck shall be located outside the approved building envelope.

### **7.06 Fences**

All fences must have prior written approval from ARC. Applications for construction and installation of a fence must state the reason for the fence, show that the desired fence is harmonious with its surroundings and adjacent properties and must blend in with the overall design of the residence. No fences may be constructed or installed in the front yard or on the lakeside of a lakefront property, with the exception of State

Required Fencing around private swimming pools. **See 7.13.** Fences must be within the building envelope of the property. All fence applications must be accompanied by:

- A. A landscaping plan showing location and type of plantings to aesthetically screen the fence.
- B. Evidence of notice to all adjacent property owners of the member's intent to install fencing.
- C. Chain link fences, stockade fences, and similar types of fencing are prohibited. Fences in excess of four (4) feet high are prohibited. Wrought iron and aluminum are the recommended materials. Other materials and designs will be considered. Fences shall be of dark green, brown, black, or naturally weathered color. Split rail fences using plastic coated wire screening for pet containment will be considered on an individual basis. (Note: For lots that border Seven Lakes West community boundaries, boundary line fences may be allowed which provide more privacy and security than that which would be allowed elsewhere in the community.)
- D. Attempts to establish property lines by the use of fencing are not allowed. Fences are not allowed in front of the rear building walls. Every effort must be made to retain the open space character of the community.

### **7.07 Awnings and Shutters**

Awnings, canopies, and shutters shall not be affixed to the exterior of a residence without prior approval of ARC.

### **7.08 Under Deck Screening**

Storage or unfinished areas beneath decks, visible to the public, must be fully screened with appropriately sized plant material or combined with lattice (appearance subject to approval) to avoid under deck views.

## 7.09 Garages/Driveway

All garages must be two-car or more; side or rear entry garages are required; rear entry garages should not be visible from Lake Auman; carports are not allowed; electrical garage door openers are required.

- A. No street side parking areas may be created by extending any portion of street pavement on to easements, ROWs, or road setbacks.
- B. Driveways should curve along the contours of the land. Sharp turns are to be avoided if possible.
- C. Driveways must be constructed using materials that will prevent soil erosion and sedimentation run off into roadways and waterways and also must not washout themselves. The apron should slope 10' toward the property line where practical to accommodate pedestrian use. Concrete, asphalt, brick, or combination oil/stone driveways are recommended.
- D. Driveways which require vehicles to back into the street are not allowed, unless physically not feasible. Every garage should have a back out/turn-around area.

Note: The SLWLA Declarations state in part: "Declarant reserves a 15-foot easement along all road rights of way"..., which is further amplified in Chapter V, Section IV, (A) of Seven Lakes West Rules and Regulations stating in part; ... "The area of any lot effected by an easement shall be maintained continuously by the owner of such lot, but no structure, plantings or other material, shall be placed or permitted to remain thereon which may damage or interfere with the use of said easement"... Therefore, any lot owner's installation of asphalt, concrete, or other permanent driveway material across an easement should consider the ease of repair. If the Association requires access to the easement, any damage to construction within the easement shall be the responsibility of the lot owner. The same holds true for the section of the street's right of way which the lot owner covers with driveway material to connect to the pavement. Any utility work should be encouraged to bore under driveways.

## **7.10 Thinking “Green”**

Use of industry-recognized, professionally-installed, environmentally-friendly, energy-efficient materials and building methods are strongly encouraged.

## **7.11 Accessory Structures/ Utilities/Service Areas**

**7.11.1** Accessory structures including but not limited to playhouses, tree houses, doghouses, dog runs, skateboard ramps, sheds, and their placement shall not be permitted without *prior*, written approval from ARC.

**7.11.2** All playground equipment and its placement must be preapproved by ARC. The ARC reserves the right to require the natural screening of said equipment should it be deemed that its use is hindering a neighboring member from the ability to enjoy their exterior space. Furthermore, should said equipment become dilapidated and an eyesore to the neighborhood the ARC has the ability to request its removal by the member.

**7.11.3** Decorative objects such as sculptures, birdbaths, fountains, nameplates, and the like (i.e. yard art) must be approved by ARC.

**7.11.4** Antennas - No antennas or satellite dishes may be installed without prior written approval from ARC. No antenna may be higher than 24" above house roof line. No towers are allowed. Satellite dishes, 39.73" or less in diameter, appropriately screened from roads, neighbors' view, lake views and fairways, must be approved as to location and screening. Guidelines for location and landscaping of dishes are available at the SLWLA office.

**7.11.5** Permanent flagpoles shall be permitted, subject to ARC approval of placement, size, color, finish, and design.

**7.11.6** Permanently installed clotheslines are not permitted.

**7.11.7** All garbage containers, AC compressors, mechanical pool equipment and any above ground utilities are to be screened from public view.

**7.11.8** Propane tanks: All new or replacement fuel tanks must be buried. Homeowners replacing propane tanks must show location of new tanks, submitted with the application permit.

New homes that are presented with a gas fireplace in the building documents are required to have one of the following:

- A. Propane tank installed by the builder for Certificate of Completion
- B. Wood or electric fireplace installed for Certificate of Completion
- C. Letter signed by builder & homeowner indicating absence of a buried propane tank for Certificate of Completion

**7.11.9** Members shall be responsible for all utility services from the point of utility company connections underground to the Member's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment shall be shielded by landscaping approved by ARC.

**7.11.10** Tennis courts are not permitted on any lot smaller than 2 acres. Basketball goals may be approved so long as they are mounted on a pole and not attached to any roof or other building structure. Basketball goals must be on the Member's property and not in any common areas. Basketball goals require the written approval of all adjoining neighbors.

**7.11.11** Rain barrels facing roads, lakes, ponds and the golf course shall be aesthetically screened.

## **7.12 Bulkheads/Docks**

- A. Bulkheads must be approved by the County and the County Permit must be submitted to ARC prior to commencement of construction.
- B. Bulkheads shall be included in the site plans in order to ensure that they are physically and aesthetically compatible with neighboring bulkheads.

- C. Dock(s) must be ARC approved on an individual basis and may not exceed an aggregate of 360 square feet in area nor extend more than 23 feet from the shoreline; however, if the extension exceeds the 360 square feet maximum, then prior ARC approval is required on a strict case by case basis. Docks or bulkheads may be installed year-round with the use of USACE, NC DOT and NC DEQ approved Type 1 Turbidity Curtains to contain disturbed soils within the immediate work area. Docks may not be located less than 15 feet from the property line.
- D. The renovation or repair of a bulkhead or dock must be approved by ARC on an individual basis and must be accomplished in accordance with County, State, and Federal regulations.
- E. All dredging requires written approval from USACE, DEQ and ARC. All approved dredging will be accomplished with the use of USACE, NC DOT and NC DEQ approved Type 1 Turbidity Curtains.
- F. Construction of bulkheads and/or docks will only be approved by ARC after written notification of the project has been delivered to adjoining Members/property owners.

### **7.13 Private Swimming Pools**

ARC will review swimming pool applications on an individual basis and will consider lot size, professional design, layout, location, and landscape screening. ALL swimming pools to be considered must be designed to be in ground permanent Structures. Approval of a swimming pool request conveys no liability to SLWLA and cannot be construed to imply expression of any opinion with respect to safety. The Member recognizes that a private swimming pool carries significant liability and that the Member exclusively bears all risks incurred.

Safety fencing must be included with all swimming pools. The fencing must meet all North Carolina and Moore County standards.

All North Carolina and Moore County rules and regulations must be followed, and a final Moore County inspection must be performed prior to the pool being filled and used. Under no circumstances may the pool be filled with water prior to the installation of appropriate safety fencing.

(Note: Any Compliance Deposit shall be forfeited if any water is introduced into the pool prior to completion of appropriate, approved safety/security fencing.)

#### **7.14 Banners and Signs**

No banners or signs of any type, including Political Signs may be displayed within SLW without the written approval of the ARC, see section 6.04. Site Construction Maintenance for posting regulations.

#### **7.15 Installation of Alternative Power Generation Systems**

All alternative power generation systems must have prior written approval from ARC. This includes all aspects of heating, cooling and power generation systems as defined in the Definitions Section above.

#### **7.16 Retaining and Landscape/Decorative Walls (R/L/D)**

**7.16.1** SLWLA ARC must approve any wall (new construction, addition, or landscape change) regardless of purpose prior to starting construction.

**7.16.2** If a permit is required by Moore County Planning Department (MCPD) it must be obtained prior to and submitted with the SLWLA Permit Application.

**7.16.3** SLWLA retains the right as part of the review and approval process to require an engineered drawing of the wall to ensure soundness; a wall of 32” or taller will require an engineered drawing.

**7.16.4** Retaining walls may not be placed within the SLWLA rights-of-way, utility easements or setbacks; however, exceptions may be made by ARC on a case-by-case basis.

**7.16.5** R/L/D should be designed to complement the overall design of the residence and natural surroundings. To minimize visibility of retaining walls, they shall be faced with brick, stone, stucco, or other material that harmonizes with the home and surrounds; painting the base material or

leaving concrete or concrete block exposed is prohibited. To further minimize the visual impact, ARC may require that the wall be screened by means of natural plantings, and thus require a landscape plan.

To ensure R/L/D walls viability and attractiveness, they shall be constructed of building materials and construction techniques appropriate to its size. Recommended materials include but are not limited to: natural stone, commercially available concrete landscape stones, poured concrete, concrete block, architectural block. Poured concrete or concrete block retaining walls shall be faced with brick, stone, stucco, or other material that harmonizes with the home and surrounds; painting the base material or leaving concrete or concrete block exposed is prohibited. Use of wood for retaining walls, such as landscape timbers is discouraged, but may be approved by the ARC on a case-by-case basis. In no case, will landscape timbers be approved for retaining walls higher than 32". To further minimize the visual impact, ARC may require that the wall be screened by means of natural plantings, and thus require a landscape plan.

**7.16.6** The permit application must be accompanied by:

- A. Accurate, scaled sketch or drawing of the retaining wall showing its overall appearance. If the retaining wall is being added to an existing residence, the existing residence needs to be included in the sketch to illustrate how the retaining wall integrates with it and surrounds.
- B. Material sample images showing materials, textures, surfaces and colors.
- C. Site plan with topographical lines, and depicting rights-of-way, setbacks and utility easements. The footprint of the retaining wall must be scaled on the site plan.
- D. Landscaping plan (if required.)

**Amendment/Change or Additions to ARC Standards**

Rule/Section	Title of Section	Date
7.12	Bulkheads/Docks	2/26/15
7.09	Garage/Driveways	2/26/15
6.08	Certificate of Completion	10/27/15
7.11.1	Accessory Structures	3/22/16
7.11.7	Screening from public view	3/22/16
7.11.8	Propane location	3/22/16
7.04.4	Landscaping near Lake Auman	5/24/16
7.13	In-Ground Pools	6/28/16
7.06	Fences on Lakefront Property	6/28/16
7.04	Mandatory Landscaping Requirements	2/28/17
5.04	Permits for Prospective Buyers	5/23/17
3.01.1	Vinyl Siding Removed from acceptable materials.	1/01/19
VARIABLES	Changes and additions made throughout	01/01/20
6.01.1	Erosion & Sediment Control Plan	9/22/20
4.0 A 8	Storm Water, Erosion & Sediment Plan	9/22/20
7.01.2	Front Load/Side Load Garages	10/27/20
7.08	Under Deck Screening	2/23/21
3.08 A&B	Deposits and Fees New Construction	3/21/21
3.10	Fee for Renovations and Additions	3/21/21
5.01.4	Tree Removal After a House is Occupied	3/21/21
3.01 (F)	Garage Door Openers	6/22/21
7.01.2	Side or Rear Entry Garage	6/22/21
7.01.3	Garage Door Openers	6/22/21
7.09	Side Or Rear Entry Garages Required/ Garage Door Openers	7/27/21
7.12 (C)	Type 1 Turbidity Curtains	8/24/21

7.12 (E)	Type 1 Turbidity Curtains	8/24/21
5.01.7	Type 1 Turbidity Curtains	8/24/21
3.06.1&2	Setback Variances- Addition of 3.06.2	10/26/21
6.07	Reinspection Fee Increase	3/30/22
5.01.3	Permanent Ground Cover	4/26/22
5.01.5	Undesirable Trees/Invasive Plants	6/28/22
7.04.1 (H)	Undesirable Trees/Invasive Plants	6/28/22

**Approved**

---

Chairman Date  
Architectural Review Committee  
Seven Lakes West Landowners Association, Inc.

---

President and Developer Date  
Seven Lakes West Landowners Association, Inc.

