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STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB

THIS RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB is made as of the 26th day of March, 2014, by the Board of Directors of the Governors Club Property Owners Association, Inc., (the "Master Association"), a North Carolina nonprofit corporation, for the sole purpose of compiling into one document the forty recorded amendments to the Declaration of Covenants and Restrictions for Governors Club, for ease of use and convenience of the Members of the Master Association. To the extent this document conflicts with the Declaration of Covenants and Restrictions for Governors Club, as amended and recorded in the Chatham County Registry as is further described below, said recorded documents shall control.

WITNESSETH

WHEREAS, Governors Club Limited Partnership, a Delaware Partnership established a general plan and uniform scheme of development for the improvement of property designated as Phases One; Two; Three; Four; Five; Six; Seven; Eight; Nine; Nine-A; Ten, Section A; Eleven; Twelve-A; Thirteen; Fourteen-A; Fourteen-B; Fifteen; Sixteen; Seventeen and Eighteen of Governors Club, and the Golf Club Property as set forth in the Declaration of Covenants and Restrictions for Governors Club, recorded in Book 538 at Page 505 of the Chatham County Registry and as amended of record, including in Book 545 at Page 311, Book 549 at Page 813, Book 553 at Page 122, Book 561 at Page 181, Book 567 at Page 724, Book 571 at Page 421, Book 571 at Page 883, Book 575 at Page 660, Book 589 at Page 802, Book 590 at Page 650, Book 607 at Page 24, Book 607 at Page 51, Book 612 at Page 481, Book 614 at Page 200, Book 614 at Page 206, Book 619 at Page 958, Book 621 at Page 359, and Book 637 at Page 797, Book 649 at Page 210, Book 652 at Page 428, Book 662 at Page 291, Book 666 at Page 195, Book 674 at Page 685, Book 677 at Page 681, Book 678 at Page 951, Book 687 at Page 754, Book 687 at Page 782, Book 695 at Page 131,

Book 698 at Page 332, Book 709 at Page 951, Book 715 at Page 563, Book 727 at Page 384, Book 733 at Page 941, Book 739 at Page 82, Book 739 at Page 105, Book 770 at Page 653, Book 793 at Page 320, Book 826 at Page 57, Book 845 at Page 647, Book 868 at Page 995, and Book 1724 at Page 368, all of the Chatham County Registry (collectively, the "Declaration").

WHEREAS, the Board of Directors has determined that given the numerous amendments to the Declaration, it is in the best interests of the Members of the Master Association to compile a document containing all such amendments of record, and wish to restate the Declaration in one document to reflect the previous forty amendments.

WHEREAS, the Board on behalf of itself and the Members of the Master Association also acknowledges that Members of the Master Association previously chose to adopt the Planned Community Act, Chapter 47F of the North Carolina General Statutes, which also applies to Governors Club.

NOW, THEREFORE, the Board of Directors hereby presents the following Restated Declaration of Covenants and Restrictions for Governors Club including the First through the Fortieth Amendments, which are compiled and restated in the entirety as follows:

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB

ARTICLE 1 - DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Master Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Master Association from time to time, against Units and the Golf Club Owner, for the purposes, and subject to the terms, set forth herein.

1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Master Association.

1.5 "By-Laws" shall mean and refer to the By-Laws of the Master Association as they may exist from time to time.

1.6 "Club Cottage" shall mean and refer to the dwelling constructed on a Club Cottage Lot, as designated and approved by the A.R.B.

1.7 "Club Cottage Association" shall mean and refer to Governors Club Cottage Maintenance Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

1.8 "Club Cottage Lot" shall mean and refer to any lot located within Phase Six of Governors Club or shown as a "Club Cottage Lot" on the Development Plan or any amendment to the Development Plan, together with the dwelling constructed thereon, if any.

1.9 "Club Cottage Member" shall mean and refer to the Owner of a Club Cottage Lot who is a member of the Master Association.

1.10 "Common Areas" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of only the Owners in a particular Maintenance Association, and which are identified and dedicated to the Maintenance Association on any recorded subdivision plats of the Property, or conveyed to the Maintenance Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.

1.11 "Common Expenses" shall mean and refer to all expenses incurred by the Master Association in connection with its ownership, maintenance and other obligations set forth herein.

1.12 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Master Association on any recorded subdivision plats of the Property, or conveyed to the Master Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.

1.13 "Common Surplus" shall mean and refer to the excess of all receipts of the Master Association, including but not limited to Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.14 "County" shall mean and refer to Chatham County, North Carolina.

1.15 "Declarant" shall mean and refer to Governors Club Property Owners Association, Inc., a North Carolina non-profit corporation. This amendment is specifically intended to formally divest any rights which may remain vested in the original declarants, Governors Club Development Corporation and Governors Club Limited Partnership, and any of their affiliates or assigns, and to ensure such rights are transferred to the Governors Club Property Owners Association, Inc. Nothing herein, however, shall affect any rights of access the original declarants or their affiliates or assigns may have to properties owned by them which are located within Governors Club.

1.16 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.

1.17 "Development Plan" or "Master Plan" shall mean and refer to that certain graphic representation of the proposed manner of the development of GOVERNORS CLUB, which is attached hereto as Exhibit "B," and the graphic representation of the proposed manner of development of any future additional property to be added to Governors Club. Declarant reserves the right for as long as Declarant owns any property within Governors Club to change the number of Units within GOVERNORS CLUB and to change the mix of Unit types in its sole and absolute discretion without the approval by any Owners other than Declarant, except that after December 31, 2007 the approval of the Board shall be required.

1.18 "Development(s)" shall mean and refer to such residential developments, including, without limitation, the Single-Family Lots, Club Cottage Lots, Villa Lots and Tracts, which are now or which may hereafter be located within Governors Club.

1.19 "Golf Club" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Golf Club Property.

1.20 "Golf Club Associate Member" shall mean and refer to any member of the Golf Club who is not a member of the Master Association.

1.21 "Golf Club Owner" shall mean and refer to the Governors Club, Inc., a North Carolina corporation, and its successors and assigns which operates the Golf Club Property.

1.22 "Golf Club Principal Member" shall mean and refer to any member of the Golf Club who is also a member of the Master Association.

1.23 "Golf Club Property" shall mean and refer to those properties and the improvements thereon which are designated as Golf Club Property on the plat "Composite Map, Governors Club Golf Club Property," dated December 12, 1996, by McKim and Creed Engineers, including without limitation the golf and tennis facilities, and such other properties and improvements as may now or hereafter be constructed, acquired or designated as "Golf Club Property" by Declarant or by the Golf Club Owner.

1.24 "Governors Club" shall mean and refer to the planned development project which is located in Chatham County, North Carolina, and known as Governors Club, as same is legally described in the zoning applications and approvals; plus any additional property added to that project by Declarant and made subject to these or substantially similar covenants and restrictions.

1.25 "Governors Crest Lot" shall mean and refer to any Lot located within Phase Eighteen, Governors Crest, Governors Club, together with the Single-Family Residence, if any, constructed on such lot.

1.26 "Governors Square Homesite" shall mean and refer to any Lot located within Governors Square of Governors Club, Phase Three, together with the Single-Family Residence, if any, constructed on such Lot. Governors Square Homesites are also respectively referred to herein as "Village Home Lot", "Single-Family Lot", or "Lot."

1.27 "Highland Pond Lot" shall mean and refer to any Lot located within Highland Pond, Phases Nine and Nine-A of Governors Club, together with the Single-Family Residence, if any, constructed on such Lot, except that the Lots numbered 632 and 633 as shown on the plat of Phase Nine, Highland Pond, Governors Club, recorded in Plat Slide 92-115, as modified by the plat recorded in Plat Slide 93-257, shall not be considered Highland Pond Lots.

1.28 "Highland Pond Preserve" shall mean and refer to the lot designated as "Highland Pond Preserve" on the plat of Phase Nine of Governors Club.

1.29 "Improvements " shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, pool, alteration, screen enclosure, sewer, draining, disposal system, satellite dishes, antennas, electronic and other signaling devices, decorative building, landscaping or landscape device (including, existing and planted trees and shrubbery) or object.

1.30 "Institutional Mortgagee" shall mean and refer to a bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, an agency of the United States Government, Federal National Mortgage Association, or Declarant, which holds a first mortgage of public record on a Unit, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

1.31 "Lot" shall mean and refer to any lot located within the areas of Governors Club designated as a "Village Home Lot," a "Single-Family Lot," a "Club Cottage Lot," a "Villa Lot" or a "Patio Home" on the Development Plan or any amendment to the Development Plan, or shown on the recorded plats of the Property, including Lots 1 through 181, Lots 203 through 260, Lots 262 through 484, Lots 486 through 586, Lot 587-A, Lot 587B, Lots 588 through 685, Lots 687 through 690, Lots 692 through 698, Lots 700 through 714, Lots 742 through Lot 878, Lots 880 through 984, Lot 986, and Lots 988 through 1255, together with the dwellings constructed thereon, if any.

1.32 "Maintenance Area" shall mean and refer to those properties and the Improvements thereon which are designated as Maintenance Area on the Development Plan or on any plats of the Property recorded by the Declarant, the Association or, with regard to Golf Club Property, the Golf Club Owner, including but not limited to Tract 7 of the Golf Club Property as shown on Sheet 12 of the Composite Map of Governors Club Golf Club Property.

1.33 "Maintenance Association" shall mean and refer to an association created or to be created for the purpose of providing maintenance services and to own and operate Common Areas, and shall include Governors Square Maintenance Association, Inc., Tryon Courte Maintenance Association, Inc., Club Cottage Maintenance Association, Inc., Vance Villa Association, Inc., Walker Falls Maintenance Association, Inc., and Stone Brook Maintenance Association, Inc.

1.34 "Master Association" shall mean and refer to Governors Club Property Owners Association, Inc., a North Carolina corporation, not-for-profit, its successors and assigns.

1.35 "Master Association Property" shall mean and refer to all real and personal property, other than the Common Property, which may be acquired by the Master Association for the benefit and private use and enjoyment of all Owners.

1.36 "Member" shall mean and refer to Single-Family Member, Club Cottage Member and the Declarant. Declarant shall be a Member of the Master Association from and after the date of recordation of this Declaration in the public records of the County.

1.37 "Morehead Forest Lot" shall mean and refer to any Lot located within Governors Club, Phase Four, together with the Single-Family Residence, if any, constructed on such Lot.

1.38 "Occupied Lot" shall mean and refer to any Lot with a dwelling for which a certificate of occupancy has been issued.

1.39 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, excluding however, Declarant and any mortgagee unless and until such Declarant and mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.40 "Property" shall mean and refer to that real property legally described in Exhibit "A", attached hereto and incorporated herein by reference and, such additional property as may be submitted to this Declaration from time to time, pursuant to Article 2 of this Declaration.

1.41 "Saddle Ridge Lot" shall mean and refer to any Lot located within Phases Fourteen-A and Fourteen-B, Saddle Ridge, Governors Club, together with the Single-Family Residence, if any, constructed on such Lot, except that Lots numbered 857 and 858 as shown on the plat of Phase Fourteen-A, Saddle Ridge, Governors Club shall not be considered Saddle Ridge Lots.

1.42 "Single-Family Lot" shall mean and refer to any lot located within the areas of Governors Club designated as a "Village Home Lot," a "Single-Family Lot," a "Golf Villa," a "Villa Lot," or a "Patio Home" on the Development Plan or on any amendment to the Development Plan, together with the dwelling, if any, constructed on such lot. All lots in Phases One; Two; Three; Four; Five; Seven; Eight; Nine; Nine-A; Ten, Sections A and B; Eleven; Twelve-A; Thirteen; Fourteen-A; Fourteen-B; Fifteen; Sixteen; Seventeen; Eighteen; and Nineteen of Governors Club, but not Phase Six (Club Cottage Lots), are Single-Family Lots.

1.43 "Single-Family Member" shall mean and refer to the Owner of a Single-Family lot who is a member of the Master Association.

1.44 "Single-Family Residence" shall mean and refer to, a single-family dwelling constructed or to be constructed on a Single-Family Lot, a Village Home Lot, or a Villa Lot.

1.45 "Stone Brook Association" shall mean Stone Brook Maintenance Association, Inc. a North Carolina nonprofit corporation, its successors and assigns.

1.46 "Stone Brook Lot" shall mean any of Lots 957 through 1065 located within Phase Sixteen, Stone Brook, Governors Club, together with the Single-Family Residence, if any, constructed thereon.

1.47 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Declarant within Governors Club and is dedicated to the Master Association or an Association by deed or on any plat of the Property, whether the same is designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation, and shall also include all drives that are designated as "driveway-common area" on the recorded plats. "Street" shall not mean the driveways serving Villa Lots nor the cartpaths serving the Golf Club Property.

1.48 "Surface Water Management System" shall mean and refer to those lakes, canals drainage swales, collection facilities, storm drainage culverts and other facilities created and used for drainage of the Property.

1.49 "Tryon Courte Association" shall mean and refer to Tryon Courte Maintenance Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

1.50 "Tryon Courte Lot" shall mean and refer to any lot located within Phase Seven of Governors Club, together with the dwelling constructed thereon, if any.

1.51 "Unit" shall mean and refer to a Single-Family Lot (including Villa Lot and Village Home Lot), or Club Cottage Lot.

1.52 "Villa Association" shall mean Vance Villa Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

1.53 "Villa Building" shall mean any building on a Villa Tract containing two or more single family dwellings.

1.54 "Villa Lot" shall mean any lot located within Phase Ten of Governors Club, together with the dwelling constructed thereon, if any.

1.55 "Villa Residence" shall mean and refer to a single family dwelling on a Villa Lot.

1.56 "Villa Tract" shall mean a tract of land located within Phase Ten of Governors Club upon which one Villa Building may be located and which may be subdivided into Common Areas and Villa Lots.

1.57 "Village Home Lot" shall mean and refer to any lot designated as a "VHL," "Village Home Lot" or a "Patio Home" on the Development Plan or on any amendment to the Development Plan and to any Lot located within Governors Square, Phase Three; Tryon Courte, Phase Seven; Walker Falls, Phase Eleven; or Stone Brook, Lots 957 through 1065, Phase Sixteen of Governors Club, together with the Single-Family Residence, if any, constructed on such lot.

1.58 "Walker Falls Association" shall mean and refer to Walker Falls Maintenance Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

1.59 "Walker Falls Lot" shall mean and refer to any lot located within Phase Eleven of Governors Club, together with the dwelling constructed thereon, if any.

1.60 "Water Tank Site" shall mean and refer to the lot designated as " Water Tank Site" on the plat of Phase Eight of Governors Club.

1.61 "Wilkinson Park Lot" shall mean and refer to any Lot located within Phase Seventeen, Wilkinson Park, Governors Club, together with the Single-Family Residence, if any, constructed on such Lot.

[See Section 5.2 Additional Definitions.]

ARTICLE 2 - PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property which shall be subject to this Declaration upon the recordation hereof in the Public Records of the County is the Property.

2.2 [Deleted per Fortieth Amendment]

ARTICLE 3 - GOVERNORS CLUB PROPERTY OWNERS ASSOCIATION

3.1 Formation. At or about the time of the recording of this Declaration, Declarant has caused the Master Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of North Carolina. The Master Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and in the Declaration of Covenants and Restrictions for the development, and for the enforcement of the rules and regulations, including traffic regulations, promulgated by the Master Association. The Master Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Master Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Master Association shall have all of the powers and be subject to all of the limitations of a not-for-profit corporation as contained in the North Carolina statutes in existence as of the date of recording this Declaration. The purposes and powers of the Master Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Master Association shall provide an entity for the execution, performance, administration and enforcement of all terms and conditions of this Declaration. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

3.2 Membership.

3.2.1 General. Each Owner of a Lot, upon his acquisition of the Lot, shall automatically become a member of the Master Association and shall remain a member for so long as such Owner remains the Owner of the Lot. Such membership shall be mandatory and may not be terminated by any Owner. No person or entity who holds an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation may be appointed as a member of the Master Association. Declarant shall be considered a member of the Master Association from and after the date of recordation of this Declaration in the public records of the County. Any association created for the purpose of providing maintenance services for, and owning, maintaining, and operating property common to the Governors Square Homesites, other Village Home Lots, the Villa Lots or the Club Cottage Lots shall not be a member of the Master Association.

3.2.2 Classes of Membership. Membership in the Master Association shall be divided into the following two specific classes: (i) Single-Family Members and (ii) Club Cottage Members. Each class of membership shall have specific members of the Board of Directors representing it, pursuant to the Bylaws of the Master Association.

3.3 Voting. After transfer of control by the Declarant, the Master Association shall have two (2) classes of voting membership. Only Members of a specific class shall be entitled to vote for the (Board member(s) representing that Class) and on matters solely affecting that particular class. Whether a matter solely affects only one class of voting membership shall be determined by the majority vote of the entire Board of Directors. All Members shall be entitled to vote on all other matters coming before the membership. Anything contained herein to the contrary notwithstanding, until December 31, 2000, the Declarant shall be entitled to cast that number of votes equal to the number of Units made subject to this Declaration, less the number of Units which are owned by an Owner other than the Declarant. Thereafter, the Declarant shall be entitled to cast that number of votes equal to the number of Units for which it is paying General Assessments.

3.4 Administration of the Master Association. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Master Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration nor adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Master Association, or any right, interest or privilege which may be transferable, or which shall continue after the Member's membership ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Master Association, the Traffic Regulations, or in violation of any provision of

the Declaration of Covenants and Restrictions for any development or any rules or regulations promulgated by an Association. All such determinations shall be made by a majority of the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of membership of the Master Association.

3.6 Control by Declarant. Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Master Association until January 1, 1998. At the time of turnover of control of the Master Association, the Master Association shall record a Notice of Turnover in the public records of the County. So long as Declarant retains control of the Master Association, Declarant shall have the right to appoint all members of the Board of Directors (whose terms shall expire on January 1, 1998) and the Architectural Review Board and to approve the appointment of all officers of the Master Association (the terms of which officers shall expire upon the election of new officers), and no action of the membership of the Master Association shall be effective unless, and until, approved by Declarant. However, prior to turnover the Members shall be entitled to elect five (5) members of the Board to take office immediately upon turnover. After turnover of control of the Master Association the number of Directors shall be seven (7) and the Declarant shall have the right to appoint one (1) member of the Board of Directors who shall serve at Declarant's pleasure until December 31, 2007, when that member's term shall expire. Declarant earlier may relinquish this right to appoint upon six months' notice. The Members may elect a successor to the Declarant's seat on the Board six months in advance of the vacancy occurring; and such member-elect shall serve as an alternate member pending taking office. After turnover, the Declarant shall have the right to appoint all members of the Architectural Review Board as provided in section 10.1 below. Directors appointed by the Declarant need not be a Member of the Master Association or an Owner. In the event that Declarant shall enter into any contracts or other agreements prior to January 1, 1998 for the benefit of Owners, or the Master Association, Declarant may, at its option, assign its obligations under the agreements to the Master Association, and in such event, the Master Association shall be required to accept such obligations.

ARTICLE 4 - COMMON PROPERTY, COUNTRY CLUB PROPERTY AND ASSOCIATION PROPERTY

4.1 Common Property. The Common Property is intended for the use and enjoyment of the owners and their guests and invitees. Title to the Common Property shall remain vested in Declarant until the date that Declarant voluntarily relinquishes control of the Master Association, as such date is defined hereinabove. Notwithstanding the manner in which fee simple title is held, the Master Association shall be responsible for the management, maintenance and operation of the Common Property and the Master Association Property, and for the payment of all property taxes and other assessments which are liens against the Common Property and the Master Association Property, from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Master Association, Declarant shall convey all of its right, title and interest in the Common Property to the Master Association.

4.2 Golf Club Property. The Golf Club Property is intended for the use of the members of the Golf Club and their guests and invitees. The Golf Club Owner is responsible for the management, maintenance and operation of the Golf Club Property. The lakes and other portions of the Surface Water Management System located on the Golf Club Property shall be maintained by the

Golf Club Owner as required by regulating agencies. The Golf Club Owner is also responsible for the management, maintenance and operation of the dams of all lakes located on the Golf Club Property. The Master Association is responsible for the roads across those dams. Golf Club membership, rules and regulations are provided for in the bylaws and rules of the Golf Club.

4.3 Master Association Property. The Master Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its Members, provided, that any such acquisition or conveyance to be made prior to December 31, 2007 is approved in advance in writing by the Declarant. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Master Association may determine to be beneficial to its members.

4.4 Maintenance of Master Association Property and Common Property. The Master Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Master Association Property and the Common Property, including the performance of obligations which may be placed upon the Common Property by applicable regulatory agencies. This maintenance obligation shall commence upon the Declarant's designation of the completion of any property or facility or portion thereof, which designation may be made solely at the discretion of the Declarant. Specifically, the property the Master Association shall maintain and be responsible for shall include, but not be limited to the following:

4.4.1 Privacy. Such privacy system(s), gatehouse(s) and other privacy facilities which shall be operated and maintained for the benefit of the Units within Governors Club.

4.4.2 Streets. All Streets within Governors Club which are dedicated to the Master Association on any plat of any portion of the Property and which are deemed complete by Declarant.

4.4.3 Surface Waters. The Surface Water Management System, which shall be maintained as required by regulatory agencies. The Golf Club Owner is primarily responsible for the lakes and all other portions of the Surface Water Management System located on the Golf Club Property. The Master Association shall use reasonable efforts to limit as much as is practical the impact of surface water on the Golf Club Owner's use of the Golf Club Property. If the Golf Club Owner fails to install an adequate Surface Water Management System or adequately repair and maintain its portion of the Surface Water Management System, the Master Association shall have the right, after written notice, to go upon the Golf Club Property and perform the work and the Golf Club Owner shall pay the costs.

4.4.4 Landscaping. All landscaping of the Common Property and Master Association Property, including, without limitation, all sodding, irrigation systems and the planting and care of trees and shrubbery. The Master Association, by rules and guidelines adopted by the Board of Directors, may require that each Owner of an Occupied Lot or, if the Owner's Occupied Lot is being maintained by a Maintenance Association, that the Maintenance Association landscape and maintain areas of Common Property between the Occupied Lot and Street pavement.

4.4.5 Signs. All signs located on the Common Property.

4.4.6 Maintenance Structures. All maintenance buildings located or to be located on the Common Property.

4.4.7 Fences. All fencing located on the Common Property and all perimeter fencing for which the Master Association holds an easement for construction and maintenance.

4.4.8 Contracts. Declarant, its affiliates, successors or assigns, may be the management agent for the Master Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners and laborers, as the Declarant may deem necessary in order to maintain the Master Association Property and the Common Property. No agreement between the Master Association and Declarant, its successors or assigns shall be held invalid solely for the reason that at the time of entering into the agreement, employees, offices or agents of the Declarant or its affiliates, successors or assigns are officers, directors and/or employees of the Master Association. In the event any maintenance is performed on Golf Club Property by the Master Association, under contract or otherwise, the costs of such maintenance will be billed to and paid by the Golf Club Owner, and in the event any maintenance is performed on Master Association Property by the Golf Club Owner, under contract or otherwise, the costs of such maintenance will be billed to and paid by the Master Association.

4.5 Rules and Regulations Governing Use of the Master Association Property and Common Property. The Master Association, through its Board of Directors, shall regulate the use of the Common Property and may from time to time promulgate such rules and regulations consistent with Declaration, governing the use thereof as it may deem to be in the best interest of its Members. Without limiting the foregoing, the Master Association shall have the right to promulgate rules and regulations governing use of golf carts within the Property. No rules or regulations may be adopted which would adversely affect the rights of any Institutional Mortgagee, without the prior written consent of such Institutional Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members of the Master Association at the office of the Master Association. Such rules and regulations, and all provisions, restrictions and covenants contained in this Declaration and the declarations of covenants covering any portions of the Property, including, without limitation, all architectural and use restrictions contained therein, may be enforced by legal or equitable action by the Master Association.

4.6 Traffic Regulations. The Master Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Governors Club, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members, to all members of the Golf Club and to all those persons who use the Streets at the office of the Master Association, the gatehouses and the Golf Club clubhouse. The Master Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an individual Assessment from Owners, the removal of vehicles from the Property, the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow and the denial of access to any other person. Those who violate the Traffic Regulations shall be entitled to notice and a hearing

before the Board of Directors, prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights or the enforcement of any other penalty for violation of the Traffic Regulations.

4.7 Owners Easement of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Unit.

4.8 Extent of Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.8.1 The right of Declarant and the Master Association to borrow money for the purpose of improving the Common Property to which each holds title and, in connection therewith, to mortgage the Common Property.

4.8.2 The right of Declarant and the Master Association to take such steps as are reasonably necessary to protect the Common Property to which each holds title and, in connection therewith, to mortgage the Common Property.

4.8.3 The right of the Master Association to suspend the enjoyment rights and easement of any Owner for any period during which an Assessment remains unpaid by the Owner, and for any period during which the Owner is in violation of this Declaration, the Declaration of Covenants and Restrictions for any Development, or any of the rules and regulations promulgated by the Master Association, or by any Maintenance Association or the Traffic Regulations.

4.8.4 The right of the Master Association to properly maintain the Common Property.

4.8.5 The rules and regulations and the Traffic Regulations covering the use and enjoyment of the Common Property, as promulgated by the Master Association.

4.8.6 The right of Declarant to dedicate or transfer all, or any part, of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.8.7 Restrictions contained on any plat, or other instrument filed separately, with respect to all or any portion of the Property.

4.8.8 All of the provisions of this Declaration, the Declaration of Covenants for the Developments, and the Articles of Incorporation and By-Laws of the Master Association and the associations for any Development, if any, and all exhibits thereto, and all rules and regulations adopted by the Master Association and the associations, if any, and the Traffic Regulations, as same may be amended from time to time.

4.8.9 The right of the Master Association to dedicate or transfer all or any part of the Common Property and the Master Association Property to any public agency, authority, or utility

for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or conditions thereof shall be effective unless approved by a two-thirds (2/3) vote of the total membership at a duly called meeting of the Master Association, and unless written notice of the proposed agreement and action thereunder is sent to all Members at least ninety (90) days in advance of any action, and provided further, that any such dedication or transfer made prior to December 31, 2007 is approved in advance in writing by the Declarant.

4.8.10 The right of the Declarant to develop Governors Club, including additional property, and to sell or lease Units to purchasers or lessees. As a material condition for ownership of a Unit in Governors Club, each Owner releases Declarant (and with regard to the use of the Maintenance Area only, each Owner releases the Golf Club Owner) from any claim that the Owner might have for interference with his quiet enjoyment of the Common Property or the Master Association Property due to the development of Governors Club, whether or not the construction operations are performed on the Common Property, the Master Association Property, the Maintenance Area, additional property, or on any Units owned by Declarant, and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property, the Master Association Property and the Units of Governors Club, and additional property (with the exception only of Single-Family Residences).

4.8.11 The right of the Declarant to dedicate nonexclusive mutual easements across the Common Property to other properties of Governors Club, including additions to Governors Club. The Declarant shall have the right to transact any business necessary to consummate sales of property throughout Governors Club and to develop Governors Club, including, but not limited to, the right to post and display a sign or signs at its office location; and to use the Common Property for access to its office and to show Units. Structures and appurtenances pertaining to the development of property within Governors Club shall not be considered Common Property and shall remain the property of the Declarant. After turnover of control of the Master Association, and regardless of whether Declarant owns or has any use rights to any property in Governors Club, Declarant or its assignee shall have the right, but not the obligation, to continue to maintain an office on the Property and to exercise the rights granted to Declarant under Section 13.6 hereinbelow at no cost or charge of any kind. The office shall be used as a real estate brokerage office to assist Owners in the sale or lease of their Units and obtaining necessary approvals for such transfers. No other commercial or real estate offices shall be located on the Common Property after turnover of control of the Master Association.

4.9 Continual Maintenance. In the event of a permanent dissolution of the Master Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to them by the Master Association or the Members pursuant to this section, but said County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Board of Commissioners.

4.10 Golf Club Membership. All persons using the Golf Club facilities shall do so only pursuant to and under the auspices of a valid Membership Certificate. Each person using the Golf

Club facilities shall be subject to such rules and regulations of the Golf Club as are in effect as of the date of use, and shall be required to pay such fees and membership dues as may be assessed by the Golf Club, pursuant to separate documents established for the Golf Club.

ARTICLE 5- EASEMENTS

In addition to terms defined in Article 1 above, other terms used are defined in Section 5.2.

5.1 Easement Grants. The following easements are hereby granted and reserved to or by Declarant over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are reserved by the Declarant and may be granted by Declarant to the Master Association, the Golf Club Owner and to public and private utilities across the front, side and rear Lot lines of each Lot, in the dimensions set forth below, or as otherwise shown on the recorded subdivision plats of the Property, for present and future utility services to Governors Club, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wires, television wires, telephone cables, irrigation lines, security wires, street lights, communication lines, communication devices, and other services, known and unknown is follows:

a. Village Home Lots: The easement shall run along the entire length of each front and rear lot line for a width of ten (10) feet. On Walker Falls Lots the easement shall run along the entire length of each side lot line for a width of five (5) feet on the patio wall side (as defined by the A.R.B.) and ten (10) feet on the remaining side lot line. On all other Village Home Lots the easement shall run along the entire length of each side lot line for a width equal to the applicable side lot setbacks.

b. Villa Lots: On Villa Lots located on Villa Tracts with Villa Buildings constructed upon them, the easement shall be on the portion of the lot exterior to the Villa Building and within Party Walls; and shall be used only for service to other Villa Lots on the same Villa Tract. On all other Villa Lots the easement shall run along the length of each front, rear and side lot line for a width of ten (10) feet or for the width of the applicable setback or for the actual distance from the dwelling site thereon to each such lot line, whichever is less, or as otherwise specifically shown on the plats of the Property. No dwelling site shall be located over an existing utility service line.

c. All other Single-Family Lots: The easement shall run along the entire length of each front, rear and side lot line for a width of ten (10) feet.

d. Villa Tracts: The easement shall run across all Common Areas, including the Villa Association Property. Until a Villa Tract is subdivided into Villa Lots and Common Area, the easement shall run across the entire Villa Tract except that the Owner may except the area designated for the Villa building.

e. Club Cottage Lots: The easement shall run along the entire length of each front, rear and side lot line for a width of ten (10) feet or for the actual distance from the dwelling site thereon to each such lot line, whichever is less. No site shall be located over an existing utility service line.

Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed by the Declarant. The Declarant, the Master Association and their respective successors and assigns (or such other entity as is indicated on the, plats of the Property) are hereby granted access to all easements within which such facilities are located for the purpose of operation, maintenance and replacement thereof.

In the event that Lots are recombined or reconfigured with the joinder of the Declarant or the Master Association, then the easements reserved herein shall run along the newly established Lot lines and the easements along the old Lot lines shall be abolished, unless some easement is expressly reserved.

5.1.2 Easements for the installation and maintenance of drainage facilities and the Surface Water Management System are granted to the Master Association and Golf Club, as shown on the recorded subdivision plats of the Property, to run along the entire length of each front, rear and side Lot line of Single-Family Lots (except Villa Lots located on Villa Tracts), Villa Tracts, and Club Cottage Lots, for the same widths set forth in 5.1.1(a), (b), (c), (d), and (e) above or as otherwise shown on the recorded plats. In the event that Lots are recombined or reconfigured with the joinder of the Declarant or the Master Association, then the easements reserved herein shall run along the newly established Lot lines and the easements along the old Lot lines shall be abolished, unless some existing drainage facility is in place or some easement is expressly reserved. In addition, an easement for the impoundment of waters is reserved upon each lake-front Lot for a width necessary to accommodate an increase in the elevation of any lake waters one (1) foot above its spill-way elevation. Within these easement areas, no structure, planting or material (other than sod), which may interfere with the installation and maintenance of drainage facilities or which may obstruct or retard the flow of water through lakes, streams or drainage channels, shall be placed or permitted to remain, unless such structure, planting or other materials was installed by the Declarant. The Declarant, the Master Association and the Golf Club and their respective successors and assigns, shall have access to all such drainage easements for the purpose of operation and maintenance of the lakes, streams and Surface Water Management System. Ownership of the lakes located on the Golf Club Property and use of the water therein are reserved to the Golf Club Owner. Ownership and use of the lakes located on Common Property are reserved to the Master Association.

5.1.3 The Common Property and the Common Areas are hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Master Association, employees and agents of the Master Association, and of any management entity contracted by the Master Association in order that such employees, agents or management entity may carry out their duties.

5.1.4 An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

5.1.5 Easements are hereby reserved through the Common Property, including, without limitation, the Streets and the easements shown on the plat(s) of the Property, for use by Unit Owners and by Declarant, for their use and the use of their agents, employees, licensees and invitees, for all purposes in connection with the use, development and sales of the Property. Only the Declarant or the Master Association may dedicate any street, road, or driveway easements through the Property, including the Common Property.

5.1.6 A perpetual easement is hereby granted to members of the Golf Club and their guests, and to the Golf Club Owner and its agents and employees to permit the doing of every act necessary and reasonably incident to the playing of golf on the golf course adjacent to the Units and other Property and the maintenance thereof, provided, however, this shall not include the intrusion of golf carts upon any Unit or its Lot or any Villa Tract. These acts shall include, but not be limited to, the recovery of but not the play of golf balls from Units, the flight of golf balls over and upon Units, the use of the necessary and usual equipment upon the golf course, the creation of the usual and common noise level associated with the playing of the game of golf, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation and maintenance of a golf club. "Out of Bounds" stakes shall not be permitted and the U.S.G.A. Rules of Golf, as modified by the Golf Club, shall control play. The Declarant shall have the right to prescribe in writing to the members of the Golf Club and the Golf Club Owner the manner and extent to which the rights under this easement shall be exercised. In addition, the Declarant may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement. After transfer of control to the Master Association by Declarant, these rights shall be negotiated between the Golf Club and the Master Association. Provided, however, they shall not be withdrawn or limited without the consent of the Golf Club.

5.1.7 A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the Golf Club Property to Declarant and all members, employees and guests of the Golf Club, regardless of whether such members, employees or guests are also Owners. This easement is subject to all reasonable rules and regulations promulgated by the Master Association from time to time.

5.1.8 The Declarant reserves the right, without the consent or approval of any Association or the Owners being required, to grant such additional easements or to relocate existing easements on any portion of the Common Property, and on any portion of property owned by Declarant, as the Declarant shall deem necessary or desirable for the proper operation and maintenance of Governors Club, any portion thereof, or any addition thereto, or for the general health and welfare of the Owners, provided such additional easements or relocation of existing easements will not prevent or unreasonably interfere with the use or enjoyment of the Units, and provided further, that the Property and the Improvements constructed thereon will not be structurally weakened thereby.

5.1.9 Easement of Entry by Master Association and Declarant. Declarant reserves for itself and the Master Association, their successors, assigns and agents, a special easement for the right to enter upon any of the Property, such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, cleaning, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing any land contour, street

embankment, slope or other earth work, which in the opinion of the Declarant or the Master Association detracts from or is necessary to maintain the Streets and the overall beauty, ecology, setting and safety of the Property. Any such entrance shall not be deemed a trespass. The Declarant or the Master Association and its agents may likewise enter upon any Property to remove any trash which has collected or to remove any unauthorized Improvement, vehicle or other object, without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Master Association to undertake any of the foregoing. The rights reserved to the Declarant under this section shall terminate December 31, 2007.

5.1.10 Perimeter Fence Easement. The Declarant reserves for itself and the Master Association, their successors, assigns and agents, an easement and right, without the consent or approval of any Association or the owners being required, to construct a perimeter fence or wall on part or all of the perimeter of the Property depicted upon the Development Plan, as same may be amended from time to time, such easement attaching to the property within fifteen (15) feet of the outside edge of the Property and applying without distinguishing between Common Property and individual Lots, and includes the right to usual and necessary access to any such wall or fence constructed for purposes of maintenance, repair, removal, and replacement. No gate or other opening in any fence or wall may be made without the consent of the Declarant. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Master Association to undertake any of the foregoing. The rights reserved to the Declarant under this section shall terminate December 31, 2007.

5.1.11 Water Tank Site. The Declarant may grant to Chatham County a nonexclusive easement for ingress and egress over, across and through all Streets for access to and from the Water Tank Site, provided such easement is to be used only for the repair, maintenance and replacement of the water tank, the site and the water system elements. This easement shall be subject to all reasonable rules and regulations promulgated by the Master Association from time to time. Upon the grant of such easement, Chatham County shall not be required to pay Assessments, except as provided in Section 6.6.

5.1.12 Highland Pond Preserve. The Declarant may grant to any subsequent Owner of the Highland Pond Preserve a nonexclusive easement for ingress and egress over, across and through all Streets for access to and from the Highland Pond Preserve, provided such easement will not prevent or unreasonably interfere with nor unduly burden the use and enjoyment of the Units. This easement shall be subject to all reasonable rules and regulations promulgated by the Master Association from time to time. Upon the grant of such easement, the Owner shall pay Assessments as do the Owners of other Lots.

5.1.13 Trail Easement. A nonexclusive trail easement fifteen feet in width is hereby granted to the Declarant and the Master Association for walking, hiking, running, and for nature trails and appurtenant facilities across Lots #634, 636, 637, 638, 639, 640, 643, 645, 649, 650, 651, 652, 653, 654, 655, 658, 659, 660, 661, 662, 663, 664, and 665 (located as described below) for use and enjoyment by the Owners, only under such rules as may be promulgated by the Master Association from time to time. The trail easement is fifteen feet in width, lies on the above numbered Lots, and is located adjacent to certain boundary lines of those lots as follows: along the northern boundary lines of Lot 640, the Highland Pond Preserve Lot, Lots 639, 638, 658, 661, 662, 663, 664,

and 665; along the eastern boundary lines of Lots 638, 637, 636, 634, and 645; along the southern boundary lines of Lots 645, 649, 650, 651, 652, and 653; and long the western boundary lines of Lots 653, 654, 655, 658, 659, 660, 661, 643, and 663, so that it runs continuously from the northeastern corner of Lot 645 to the southwestern corner of Lot 653, then along the western boundary of Phase Nine-A to the northwestern corner of Lot 663, and then along the northern boundary of Phases Nine-A and Nine to the northeastern corner of Lot 638, and then along the eastern boundary of Phase Nine to the southeastern corner of Lot 634, the end of the easement. The trail easement on Lot 645 runs along the New Lot Line as shown on the plat "Recombination of Lots 633 & 645, Phase Nine, Governors Club, dated May 4, 1993" and recorded in Plat Slide 93-257, Chatham County Registry. The original trail easement along the Old Lot Line of Lot 645, as shown on the referenced plat, is abolished. In the event the Master Association adopts rules allowing use of the trail easement or makes Improvements to the trail easement, then the Master Association shall be responsible for the maintenance and management of such Improvements. The trail easement shall be maintained as a natural area, any trail shall be no more than four feet wide, and no tree greater than four inches diameter (dbh) may be cut.

5.1.14 The Declarant reserves for itself and the Master Association the power and authority, without the consent or approval of any Association or the Owners being required, to create, terminate, locate, relocate and control the use of any easements or rights of way of whatever nature, which are not included in the Development Plan or dedicated as Streets on the recorded plats of the Property. The Declarant further reserves for itself and the Master Association the power and authority, without the consent or approval of any Association or the Owners being required, to levy and collect from any non-Owner the cost of construction or maintenance, or both, of any easement or right of way of whatever nature, that the non-Owner uses or claims a right to use.

5.1.15 Sidewalk Easement on Stone Brook Lots. Declarant reserves for itself and the Stone Brook Association, their successors, assigns and agents, a sidewalk easement ten (10) feet in width across all Stone Brook Lots for use and enjoyment by the owners of Stone Brook Lots and others, only under such rules as may be promulgated by the Stone Brook Association from time to time. The sidewalk easement is ten (10) feet in width, on the Stone Brook Lots adjacent to the boundaries between Stone Brook Lots and all road rights-of-way, and includes the right to usual and necessary access for purposes of construction, maintenance, repair, removal, and replacement. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Stone Brook Association to undertake construction of any sidewalks. In the event sidewalks are constructed on the easements reserved herein or in the road rights-of-way adjacent to the Stone Brook Lots, the Stone Brook Association shall be responsible for the maintenance and management of such sidewalks.

5.1.16 Golf Club Property. Rights and easements across the Golf Club Property are reserved by Declarant as follows:

The right of the Declarant to modify the boundary lines of the Golf Club Property in a manner which does not materially affect the use of the property as a country club facility; the right of the Declarant to grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights-of-way; and the right of the Declarant to plat or replat the Property, including the Golf Club Property, and to take such other actions as the Declarant, its affiliates or assignees,

may deem necessary or appropriate. The Golf Club Owner shall execute and deliver and cause the holders of any liens with an interest in the Golf Club Property to execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient in its sole and absolute discretion to exercise the rights and privileges reserved to the Declarant. The Declarant shall give the Golf Club Owner reasonable prior notice of its intent to exercise any of the rights reserved to the Declarant in this section; the Declarant shall make reasonable efforts to cooperate with the Golf Club Owner to minimize the impact of the exercise of those rights upon the use and enjoyment of the Golf Club Property; and in the event that the Declarant's exercise of any of the rights reserved to the Declarant in this section results in the disturbance or destruction of any sod or other Improvements on the Golf Club Property, the Declarant shall, restore those Improvements to substantially the same condition as they existing prior to the exercise of Declarant's rights hereunder.

5.1.17 Wastewater Treatment Utility. Declarant reserves for and dedicates to itself, the Utility, its successors and assigns, and the Golf Club Owner a non-exclusive easement for ingress and egress over the Golf Club Property, the Common Property and the Plant for the purposes of installing and maintaining a wastewater collection system and holding ponds, handling and discharging Treated Wastewater, and expanding the Spray Area in accordance with the terms of the Permits, performing wastewater testing, taking samplings, borings and making other examinations.

5.1.18 Irrigation Easement. A non-exclusive easement is hereby granted to the Golf Club Owner, its successors and assigns, over the Spray Area, the Common Property and the Utility's property for the purposes of installing, inspecting, replacing, repairing, operating and maintaining such appurtenances and facilities as needed to take Treated Wastewater and spray it.

5.1.19 Nursery Easement. The Golf Club Owner is granted a non-exclusive easement for the installation and maintenance of a nursery to grow sod and other plants for use and installation on the Golf Club Property and other Property across that portion of the Duke Power Company transmission line right of way which lies east of the eastern crossing of Morehead.

5.1.20 Dams. A non-exclusive easement is hereby granted to the Golf Club Owner, its successors and assigns, over the dams of Lake Morehead and Upper Lake Morehead, including across the Common Property and Streets across those dams, to improve, inspect and maintain those dams. In the event that the exercise of these rights causes the disturbance or destruction of any portion of the Streets, then the Golf Club Owner shall restore the Streets to substantially the same condition as they previously existed.

5.1.21 Maintenance Area Easement. A non-exclusive easement is hereby reserved and granted to and for the Declarant, the Golf Club Owner, the Master Association and the Utility across the Maintenance Area for access to and from all portions of the Maintenance Area and the Streets and State Road 1008; and also across the 60 foot utility and access easement which leads from the Maintenance Area to S. R. 1007. Such easement shall be located across the Maintenance Area at locations determined by the respective owners which provide reasonable access for all users.

5.2 Additional Definitions. In addition to Article I, terms are defined as follows:

5.2.1 "Permits" shall mean all permits for wastewater collection, treatment and spray irrigation disposal issued by local, state and federal agencies and all other laws, rules, regulations and permits applicable to the operation of the Plant and Spray Irrigation System from time to time.

5.2.2 "Plant" shall mean the wastewater treatment plant located within Governors Club, the collection system which delivers wastewater to the treatment plant and to the holding ponds, the fifty day pond pumphouse, monitoring wells and all other facilities used in the collection, treatment, holding and discharge of the wastewater except the Spray Irrigation System.

5.2.3 "Spray Area" shall mean all areas of the Golf Club Property, Common Property and other land upon which the Utility has obtained or obtains Permits to dispose of wastewater by spray irrigation.

5.2.4 "Spray Irrigation System" shall mean all water lines, pumps, irrigation and spray devices, controls and other devices used in the taking of Treated Wastewater and spraying it upon the Spray Area.

5.2.5 "Treated Wastewater" shall mean the wastewater which has been treated by the Utility to the point that it meets all quality standards required by the Permits.

5.2.6 "Utility" shall mean Governors Club Limited Partnership, d.b.a. Governors Club Sewer Utility and any subsequent owners and operators of the Plant.

ARTICLE 6 - ASSESSMENTS AND LIEN

6.1 Authority of Master Association. The Master Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Master Association, the Master Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners, provided however, that such General Assessments are not attributable to only one specific class of membership. Without limiting the foregoing, General Assessments shall be used for the payment of: operation, maintenance and management of the Master Association Property; operations and maintenance of the Surface Water Management System; property taxes and assessments against and insurance coverage for the Common Property and the Master Association Property; legal and accounting fees; maintenance of the Streets; security costs; management fees; normal repairs and replacements; charges for utilities used upon the Common Property and the Master Association Property; cleaning services; expenses and liabilities incurred by the Master Association in the enforcement of its rights and duties against Members, Owners or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Master Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments The Master Association shall annually estimate the Common Expense it expects to incur and the period of time involved therein and may assess the individual Lot Owners and the Golf Club Owner sufficient monies to meet this, estimate. No other provision of this Declaration to the contrary notwithstanding, however, no general, special or emergency assessment shall be levied against the Declarant or any property owned by the Declarant. All Units shall be assessed at a uniform rate, provided, however, that the rate of Assessment for Lots without Residences shall be seventy-five percent (75%) of that assessed for a Lot. Assessments against the Lots will be collected from the individual Lot Owners. As additional property is subjected to this Declaration by the Declarant, Declarant shall have the right to determine, in its sole discretion, the basis for assessment of such additional property, provided that after December 31, 2000, the Board approves, which approval shall not be unreasonably withheld. If the Master Association subjects additional property to this Declaration, the Master Association shall have the right to determine, in its sole discretion, the basis for assessment of such additional property. In the imposition of a General Assessment against the Golf Club Owner by the Master Association, the Golf Club Owner shall be assessed fifty percent (50%) of the difference between the dues paid by Golf Club Associate Members and the amount of dues the Golf Club Associate Members would have paid as Golf Club Principal Members, provided, however, that such Assessment shall not exceed five percent (5%) of the total General Assessment of the Master Association. Prior to December 31, 1989, the maximum annual assessment shall not exceed Five Hundred Dollars ($500.00) per Unit. Thereafter, the maximum General Assessment that may be made by the Board of Directors, without a vote of the membership, shall increase by ten percent (10%) annually. Should the Master Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

6.4 Special Assessments. The Master Association shall have the power and authority to levy and collect special Assessments from the individual Lot Owners and the Golf Club Owner. Without limiting the foregoing, special Assessments shall be used for the payment of: the acquisition of property; the cost of construction of capital Improvements to the Common Property or the Master Association Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital Improvement, including the necessary fixtures and personal property related thereto, and the expense of indemnification of each director and officer of the Master Association and each member of the A.R.B. Special Assessments shall be assessed at a uniform rate for each Unit assessed; provided, however that as additional property is subjected to this Declaration, Declarant shall have the right to determine in its sole discretion, the basis for assessment of such additional property, provided that after December 31, 2000, the Board approves, which approval shall not be unreasonably withheld. The Golf Club Owner shall be assessed at such amount as shall be determined by the Board of Directors of the Master Association, in its sole discretion, but shall not exceed five percent (5%) of the total special Assessment. If a special Assessment shall exceed Three Hundred Dollars ($300.00) per Unit, it shall require the approval of the Members of the Master Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least sixty percent (60%) of the votes present in person or by proxy. Special Assessments shall be collectible in such matter as the Board of Directors shall determine.

6.5 Emergency Special Assessments. The Master Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency special Assessments shall be collectible from individual Lot Owners and the Golf Club Owner, in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Master Association shall have the power and authority to levy and collect an individual Assessment against a particular Unit, a Maintenance Association, the Highland Pond Preserve, the Water Tank Site, or the Golf Club Owner, for the cost of maintenance, repairs or replacements within or without the Unit, any Maintenance Association property, the Highland Pond Preserve, the Water Tank Site or the Golf Club Property, as the case may be, which the owner thereof or the Golf Club Owner has failed or refused to perform, and which failure or refusal has, in the opinion of the Master Association, endangered or impaired the use or value of other portions of the Property. The Master Association shall have a right of entry onto the Property and the Golf Club Property to perform necessary maintenance, repairs, and replacements, including the right to abate or eliminate any nuisance, which right of entry shall be exercised only after the giving of reasonable prior notice and opportunity on the part of the owner to abate or eliminate any non-emergency nuisance. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Master Association shall determine. All Association By-Laws and Declarations shall provide for such individual assessment by the Master Association.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Master Association to the Lot Owners, any Maintenance Association, and the Golf Club Owner shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, the Assessment shall then become delinquent, with a late charge of twenty-five dollars ($25.00), and shall bear interest at the rate of eighteen percent (18%) per annum, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against all Units owned or governed by, and all property owned by, the Lot Owner, or the Maintenance Association against which the Assessment is made, all property owned by the Golf Club Owner, including without limitation, the Golf Club Property, as the case may be, and shall also be the continuing personal obligation of the Maintenance Association, the Lot Owner, or the Golf Club Owner, as the case may be. Any successor in title to any Owner or Golf Club Owner shall be held to constructive notice of the records of the Master Association to determine the existence of any delinquency in the payment of Assessments by a Lot Owner, or by the Golf Club Owner, as the case may be. The Master Association may also record a claim of lien in the Public Records of the County against all Units owned or governed by and/or all property owned by the delinquent Lot Owner or Maintenance Association, against all Lots and/or all property owned by the Golf Club Owner, as the case may be, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Master Association may declare the entire Assessment immediately due and payable.

The Master Association may, at any time thereafter, bring an action to foreclose the lien against any one or more of the Units, or the Golf Club Property, in the manner in which deeds of trust on real property are foreclosed, under a power of sale under Article 2A of Chapter 45 of the General Statutes, and/or a suit on the personal obligation of the Association Member, the Maintenance Association, the Lot Owner, or the Golf Club Owner, as the case may be. There shall be added to the amount of such Assessment the costs of such action, including attorneys' fees, and in the event a Judgment is obtained, such Judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Master Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Each Owner of a Unit in a Maintenance Association may relieve his Unit of the Assessment lien by paying to the Master Association the proportionate amount of the Assessment of an Association that is attributable to his Unit, as determined by the Master Association which shall execute and record a release of lien with respect to such Unit. The Golf Club Owner may relieve its property of the Assessment lien by paying to the Master Association the proportionate amount of the Assessment attributable to its property, as determined by the Board of Directors of the Master Association. Upon such payment, the Master Association shall execute and record a release of lien with respect to such Unit or the Golf Club Property, as the case may be.

6.8 Addition Assessments. The Assessments provided for herein shall be in addition to any other assessments, charges or taxes which may be levied by any of the Maintenance Associations or other entity.

6.9 Certificate of Assessments. The Master Association shall prepare a roster of the Maintenance Associations, the Lot Owners, the Golf Club Owner and the Assessments applicable thereto, which roster shall be kept in the office of the Master Association and shall be open to inspection by all Members, Owners and the Golf Club Owner. The Master Association shall, upon demand by a Member, Owner, or the Golf Club Owner, prepare a Certificate of Assessments signed by an officer of the Master Association, setting forth whether the Assessments of a Maintenance Association, Lot Owner or the Golf Club Owner have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.10 Subordination to Lien of Mortgages. Regardless of the effective date of the lien of any Assessments made by the Master Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. The Assessment lien shall also be subordinate to the lien of any mortgage securing a loan or loans made to the Declarant, whether a first mortgage or otherwise. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Unit from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure shall be allocated and assessed to all Lots, or to the

Golf Club Owner, as the case may be. The written opinion of the Master Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination, provided, however, that such opinion shall have no effect upon the priority of a mortgage security a loan or loans made to the Declarant.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.11.1 All property dedicated to, or owned by, the Master Association, or a Maintenance Association.

6.11.2 Any portion of the Property dedicated or conveyed to any municipal corporation.

6.11.3 Any portion of the Property exempted from ad valorem taxation by the laws of the State of North Carolina.

6.11.4 Any portion of the Property owned by Declarant.

ARTICLE 7 - MAINTENANCE OF PROPERTY

7.1 Association Responsibilities.

7.1.1 Villa Lots. There may be an association responsible for the maintenance of and operation of a Villa Development, of Villa Common Areas, Lots and Villa Buildings; however, such Villa Association shall not be a member of the Master Association. The association may also perform other duties and responsibilities as provided in the Declaration of Covenants for Vance Villas.

7.1.2 Club Cottage Lots. There may be an association for the purpose of providing maintenance of Club Cottage Common Areas, Lots and Cottages, however, such Maintenance Association shall not be a member of the Master Association. The association may also perform other duties and responsibilities as provided in the Declaration of Covenants for Club Cottage Maintenance.

7.1.3 Single-Family Lots. There shall be no other separate Association for the Single-Family Lots, except there may be an association created by the Declarant for the purpose of providing maintenance and other services for Villa Lots and Tracts and for Governors Square Homesites or other Village Home Lots, provided, however, any such maintenance association shall not be a member of the Master Association.

7.1.4 Common Property and Common Elements. Each Association and Maintenance Association shall also be responsible for the maintenance of all common property or common area (as same are defined in the Declaration of Covenants for such Development) such as landscaping, swimming pools, tennis courts or other amenities dedicated to the Maintenance

Association on the plat of any portion of the Property, or as otherwise established by other legal documentation affecting such common property or common elements.

7.2 Unit Owner Responsibilities.

7.2.1 Villa Lot. The Owner of a Villa Lot shall be responsible for all maintenance and repair of that Villa Lot, including the Villa Residence. If a Villa Residence located in a Villa Building is damaged by casualty, the Owner must immediately clear the site of the casualty and reconstruct the Villa Residence in conformity with A.R.B. specifications. The assignment of these duties to a maintenance association will not relieve the Owner of responsibility. If a Villa Residence which is not located in a Villa Building is damaged by casualty, the Owner must immediately clear the site of the casualty. If the Villa Residence is reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the Villa Residence, or if not, then according to plans and specifications approved by the A.R.B.

7.2.2 Club Cottage Lots. The Owner of a Club Cottage Lot shall be responsible for all maintenance and repair of that Club Cottage Lot, including the dwelling located thereon. If a Club Cottage is damaged by casualty, the Owner must immediately clear the site of the casualty. Any reconstruction must be in conformity with the A.R.B. specifications. The assignment of any of these duties to a maintenance association will not relieve the Owner of responsibility.

7.2.3 Single-Family Lots. The Owner of any other Single-Family Lot shall be responsible for all maintenance and repair of such Single-Family Lot, including, without limitation, the Single-Family Residence located thereon. If a Single-Family Residence is damaged by casualty, the Owner must immediately clear the site of casualty. If reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the Single-Family Residence, or if not, then according to plans and specifications approved by the Architectural Review Board.

7.3 Water Tank Site Maintenance. The owner of the Water Tank Site shall be responsible for all maintenance and repair of the site, the tank, and all Improvements thereon. The owner of the water tank shall maintain the site and all improvements thereon in excellent repair and shall maintain a neat and orderly appearance. The owner of the site shall plant and regularly maintain the landscape buffer as specified by the Architectural Review Board in order to have the tank site as aesthetically attractive as possible. The Master Association and the respective owners of the landscape buffer shall have the right to enhance and maintain the buffer in a manner approved by the Architectural Review Board, so long as such enhancement does not interfere with the maintenance of the tank or the Water Tank Site.

7.4 Master Association Responsibilities. The Master Association shall be responsible for the maintenance of all Master Association Property and all Common Property, pursuant to Section 4.4 of this Declaration.

7.5 Maintenance of Golf Club Property. The Golf Club Owner shall be solely responsible for the maintenance and repair of the Golf Club Property.

7.6 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, the Master Association Property or such other property as is to be maintained by the Master Association, necessitated solely by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be born solely by such Owner, and his Unit shall be subject to an individual Assessment for such expense by the Master Association. No Owner shall have the right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, the Master Association Property or such other property to be maintained by the Master Association or the Golf Club Property, except in accordance with the rules and regulations of, or an agreement with, the Master Association or the Golf Club.

7.7 Architectural Review Board. All repairs and replacements which are to be made by an Owner or owner pursuant to the provisions set forth hereinabove, shall be subject to the approval of the Architectural Review Board, as set forth in Article 11 of this Declaration.

ARTICLE 8 - ADDITIONAL USE RESTRICTIONS

The Declaration of Covenants and Restrictions (including any Declaration of Covenants for Maintenance) shall include use, architectural and landscaping restrictions which shall govern portions of the Property. Such architectural, landscaping and use restrictions, and all other provisions, restrictions and covenants in the foregoing Declarations of Covenants (including any Declaration of Covenants for Maintenance), as well as all rules and regulations adopted by the Master Association or Maintenance Associations, may be enforced by legal or equitable action of the Master Association.

ARTICLE 9 - INSURANCE

The Master Association is hereby authorized to purchase property and casualty insurance, other than title insurance, on the Common Property and the Master Association Property as well as liability, indemnity and fidelity insurance, in such amounts and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 10 - ARCHITECTURAL AND LANDSCAPE CONTROL

10.1 Architectural Review Board. It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Board (the "A.R.B.") shall have the right to approve or disapprove all architectural, landscaping and locating of any proposed Improvements within the Property, as well as the general plan for development of all Units within the Property, except that the A.R.B. shall not have the right to approve or disapprove golf course layout or ordinary golf course maintenance within the Golf Club Property. Also, the A.R.B. shall have such other rights as granted in this Declaration and by the Master Association. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other governmental codes. The procedures of the A.R.B. shall be as set forth below.

10.1.1 The A.R.B. shall be a permanent committee of the Master Association and shall administer and perform the architectural and landscape review and control functions of the Master Association. The A.R.B. shall consist of not less than five (5) nor more than nine (9) voting members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. The manager of the Master Association shall be a nonvoting member of the A.R.B. Until there are 950 Occupied Lots within Governors Club, or December 31, 2007, the first to occur, or at such earlier date as Declarant may decide upon six months' notice to the Board, the Declarant shall have the right: to appoint all members of the A.R.B. provided that two members and an alternate for each of those members shall be nominated by the Board. Six months prior to Declarant's relinquishment of control, two members appointed by Declarant shall resign and the Board shall nominate two members for those seats and designate an A.R.B. member to serve as vice-chairman of the A.R.B., who will become Chairman on the date of relinquishment; and to remove and replace all members appointed to the A.R.B. The Declarant shall determine which member of the A.R.B. shall serve as its Chairman, or which members of the A.R.B. shall serve as Co-Chairmen. The appointment of the chairman of the A.R.B. shall be subject to the approval of the Board, which approval shall not be unreasonably withheld. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, and in the event that the Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At such time as there are 950 Occupied Lots within Governors Club, or December 31, 2007, the first to occur, or at such earlier date as Declarant may decide, the Declarant shall assign to the Master Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.B., provided that the A.R.B. shall at all times consist of no less than five (5) members, shall appoint the members of the A.R.B., shall provide for the terms of the members of the A.R.B., and shall determine which member of the A.R.B. shall serve as its Chairman. There shall be no requirement that any of the members of the A.R.B. be a member of either the Master Association or an Owner within Governors Club. Any three (3) members of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of the majority present shall constitute the action of the A.R.B.

10.1.2 No Improvements shall be constructed, erected, removed, or planted, nor shall any addition to or any change, replacement or alteration be made, unless and until the approval thereof shall be obtained in writing from the A.R.B.

10.1.3 Each applicant shall submit a preliminary application to the A.R.B. with respect to any proposed Improvement or Improvements that he may contemplate. The preliminary application shall include such information as may be required by the application form promulgated by A.R.B. Prior to the commencement of any work on such Improvement, the plans and specifications therefor, including the identity of each contractor and subcontractor which is intended to be engaged for the construction of same, shall be subject to a final review and approval by the A.R.B. At that time, the applicant shall submit to the A.R.B. such additional information as the A.R.B. may reasonably require, which may include, without limitation, three (3) sets of plans and specifications for the proposed improvements sealed by an architect licensed in the State of North Carolina so that the A.R.B. may be able to adequately make the determinations required of it pursuant to this Declaration, a surface water drainage plan showing existing and design grade and/or contours relating to the predetermined ground floor finish elevation as established by Declarant,

three (3) sets of plans and specifications for the Unit, the landscaping design plan and irrigation system showing all proposed Improvements, including their site locations, three (3) copies of a detailed tree survey, showing all existing trees of four (4) inches or more in diameter and vegetation stands, and a written application on such form and together with such fees, as may be provided or required by the A.R.B. The A.R.B. may also require, without limitation, submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed Improvements to be staked out on the ground.

10.1.4 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

10.1.5 No later than thirty (30) days after receipt of all information required by the A.R.B. for final review (unless the applicant waives this time requirement), the A.R.B. shall respond to the applicant in writing. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.R.B.'s sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.B. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the A.R.B.

10.1.6 In the event commencement of construction of a proposed Improvement does not occur within five (5) months of approval by the A.R.B. (or the Board of Directors, in the event the decision of the A.R.B. is appealed to the Board of Directors), the approval of the A.R.B. and/or the Board of Directors will terminate and the Improvement will be treated as if originally disapproved. Unless specific waiver is approved by the A.R.B., the construction of any Improvement shall be completed within eighteen (18) months after commencement of construction. For purposes of this Section, "commencement of construction" shall mean and refer to the first to occur of any of the following events in connection with the proposed Improvement: the clearing of the site of existing trees, shrubs or foliage; the commencement of significant excavation at the site; the assembling of significant construction supplies or material at the site; the demolition or removal of an existing structure at the site; the preparation of the foundation; or the erection of part or all of the structure.

10.1.7 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.B. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the A.R.B. (unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than thirty (30) days after such meeting. In the event the A.R.B. fails to provide such written decision

within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the A.R.B. to the Board of Directors of the Master Association within thirty (30) days of the A.R.B.'s written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of Directors fails to hold such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said thirty (30) days of the A.R.B.'s decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, the Declaration of Covenants for the Developments, or which violates any zoning or building ordinance or regulation.

10.1.8 Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as is required for approval of original plans and/or specifications.

10.1.9 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B., whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration, the Declaration of Covenants for the Developments, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior written approval of the A.R.B., the Owner or Maintenance Association shall, upon demand of the Master Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner or Maintenance Association shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Master Association. Such costs may also be the basis for an individual Assessment. The A.R.B. is specifically empowered, upon receipt of Board of Directors' approval to enforce the architectural and landscaping provisions of this Declaration and any Declaration of Covenants for the Developments, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement or restore any tree or natural area, the Master Association shall be entitled to the recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Master Association; provided, however, that nothing herein shall be deemed to negate the Master Association's right to an award of the Master Association's and the A.R.B.'s attorneys' fees and costs if the Master Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner or Maintenance Association fails to comply with the architectural and landscape provisions contained herein or in any Declaration of Covenants for the Developments, or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that

Owner's Unit a Certificate of Non-Compliance stating that the Improvements on the Unit fail to meet the requirements of the A.R.B.

10.1.10 The A.R.B. is empowered to publish or modify from time to time, design and development standards for the entire Governors Club project or for one or more of the developments, or for the Single-Family Lots, including, but not limited to, the following:

a. Roof and roof design.
b. Fences, walls and similar structures.
c. Exterior building materials and colors.
d. Exterior landscaping.
e. Signs and graphics, mail boxes, address numbers and exterior lighting.
f. Building set backs, side yards and related height, bulk and design criteria.
g. Pedestrian and bicycle ways, sidewalks, pathways and trails.
h. Plumbing and wastewater fixtures and systems.

The design and development standards for Village Home Lots, Villa Tracts, Villa Lots, and Club Cottage Lots may also include specific site, landscaping and building plans and specifications. The nature and the type of Improvements that may be made by an Owner may be limited to those included in the plans and specifications designated by the A.R.B.

10.1.11 Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B.

10.1.12 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner and the Unit as provided hereinabove. The A.R.B. is expressly reserved the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing for purposes of assisting the A.R.B. in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the subject property.

10.1.13 Neither the Declarant, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by and Owner or Association within Governors Club or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner or Association and occupant of any property within Governors Club agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Master Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the

actions of the A.R.B. The Master Association shall indemnify, defend and hold the A.R.B. and each of its members harmless from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Declarant, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 11 - USE RESTRICTIONS

11.1 Restrictions on use of Single-Family Lots and Club Cottage Lots. The following restrictions shall apply to Single-Family Lots, including Village Home Lots and Villa Lots, and to Club Cottage Lots, as indicated. The term "Lots" indicates applicability to all.

11.1.1 Lot Restrictions. One (1) Lot, as shown on the plats for the Single-Family Lots, shall be the minimum land area upon which a Single-Family Residence may be constructed. One (1) Lot, as shown on the plats for the Club Cottages Lots, shall be the minimum land area upon which a Club Cottage may be located. One (1) Tract, as shown on the plats for Phase Ten, shall be the minimum land area upon which a Villa Building may be located.

11.1.2 Floor Area. Each Single-Family Residence shall have the following minimum square footage of heated floor space:

a. Village Home Lot Residences:

(i) Governors Square Homesites and Stone Brook Lot Residences - One thousand eight hundred (1,800) square feet, if one-story; one thousand five hundred (1,500) square feet on the ground floor and five hundred (500) square feet on the second floor, if two-story.

(ii) Tryon Courte Lot Residences - One thousand five hundred (1,500) square feet on the ground floor.

(iii) Walker Falls Lot Residences - One thousand eight hundred (1,800) square feet on the ground floor.

b. Morehead Forest Lot. Saddle Ridge Lot. and Wilkinson Park Lot Residences: One thousand five hundred (1,500) square feet on the first floor.

c. Villa Residences located in Villa Buildings: One thousand five hundred (1,500) square feet.

d. Villa Residences not located in Villa Buildings: Two thousand two hundred (2,200) square feet total; one thousand four hundred fifty (1,450) on the ground floor.

e. Highland Pond Lot Residences: Two thousand six hundred (2,600) square feet if one story; two thousand (2,000) square feet on the ground floor and six hundred (600) square feet on the second floor, if two story.

f. All other Single-Family Residences: Two thousand two hundred (2,200) square feet, if one-story; one thousand eight hundred (1,800) square feet on the ground floor and six hundred (600) square feet on the second floor, if two-story.

The design of all floor areas are subject to A.R.B. approval. The calculation of square footage shall not include: garages, covered walks, open and/or screen porches, patios and pool areas. Square footage measurements shall be taken from inside exterior walls of Single-Family Residences. The A.R.B. may grant variances as regards first floor minimum footage for designs to fit the particular topography of any building site, Club Cottages shall have the square footage specified by the A.R.B.

11.1.2.1 Maximum Footprint of Stone Brook Lot Residences and Wilkinson Park Lot Residences. A Residence constructed on a Stone Brook Lot or a Wilkinson Park Lot may cover a maximum of two thousand eight hundred (2,800) square feet of the ground area of the Stone Brook Lot or the Wilkinson Park Lot. The calculation of the ground area covered by a residence for purposes of this Section shall include all roofed areas both heated and unheated, but shall not include the ground area covered by a one-story garage, a one-story breezeway to a garage or uncovered decks and patios.

11.1.3 Garages. Each Single-Family Residence, including each Villa Residence, shall have sufficient enclosed garage space for any and all family-owned or leased vehicles, and each garage shall contain at least two (2) spaces for said vehicles. Garage doors hall be kept in closed position when garage is not being used. No carports will be permitted. The A.R.B. shall be the sole judge of whether detached or attached garages shall be permitted in each case. The A.R.B. may waive the requirements of this Section where the topography of the particular building site makes compliance therewith impracticable. Club Cottage Lots shall not have garages, unless and except as specified by the A.R.B.

11.1.4 Clearing and Removal of Trees. In reviewing building plans, the A.R.B. shall take into account the natural vegetation, such as trees and shrubs, located on or near a Unit, and shall encourage the Owner to incorporate them in his landscaping plan. No Lot may be cleared for any reason without the prior written approval of the A.R.B. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade shall be cut or removed without the prior written approval of the A.R.B. When such a tree is removed the Owner will replace it with a similar tree of equal value on another portion of the Lot, if so directed by the A.R.B.

11.1.5 Landscaping. The A.R.B. must approve all landscape plans for all Property, including Lots, except that A.R.B. approval shall not be required for golf course layout or ordinary golf course maintenance within the Golf Club Property.

11.1.6 Accessory Buildings. No accessory buildings of any kind will be permitted on any Lot, except cabanas which will be permitted within the prescribed setbacks with the prior written approval of the A.R.B.

11.1.7 Construction Phase. During construction of a Single-Family Residence, Villa Building, Club Cottage, or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Master Association, the Master Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, any unsightly debris and/or growths from the Lot. In the event the Master Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of North Carolina, shall be charged to the Owner as an individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration.

11.1.8 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds and garages, barns, or other temporary or other outbuildings shall be erected, kept or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a building site when approved, in advance, by the A.R.B. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

11.1.9 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Master Association. In the event an Owner fails to maintain his Lot as aforesaid, the Master Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from and Lot deemed by the Master Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Governors Club provided, however, that at least seven (7) days prior notice shall be given by the Master Association to the Owner of such Lot before such work is done by the Master Association. In the event the Master Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of North Carolina shall be charged to the Owners and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration. Such entry by the Master Association shall not be deemed a trespass. The Master Association may also, at the request of any Lot Owner, including the Declarant, and for an agreed charge to the Lot Owner, maintain any undeveloped Lots, so as to prevent such undeveloped Lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of North Carolina, shall be charged to the owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Declaration.

11.1.10 Subdivision of Lots. No Lot shall be resubdivided to form a lot smaller than a Lot; except that the Owner of Lot 620 may divide that Lot into two (2) Lots, so long as each such Lot otherwise meets all other requirements of the Declaration, the division is lawfully platted of record, and the division does not result in any setback or other violation of the Declaration. Each of the two Lots formed from Lot 620 shall be treated as separate and distinct Lots for all purposes, including, but not limited to, voting and assessment purposes. Any Owner of more than one (1) contiguous Lot may apply to the A.R.B. for permission to use such Lot as a site for a Single-Family Residence or Club Cottage; and, upon the written consent of the A.R.B., said contiguous Lots shall then be defined as the "Lot" for purposes of this Declaration, except that such Lots shall continue to be treated as separate and distinct Lots for purposes of voting and Assessments. The Owner of such Lots shall not be required to comply with the side yard setback set forth herein, except that such Owner shall be required to comply with the outside side yard setback Lot line of the combined Lots.

11.1.11 Setbacks. Club Cottage Lots and Villa Lots do not have minimum setback requirements except as shown on the recorded Plats. Every Club Cottage, Villa Building and other Improvement on those lots shall be sited as specified by the A.R.B.. The setbacks for Governors Crest Lots are as shown on the recorded Plat. All Single-Family Lots (except Vance Villa Lots) shall have the following minimum setback requirements, unless otherwise indicated on the recorded plats:

a. Front Yard Setbacks

(i) Village Home Lots - Fifteen (15) foot setback from the abutting street right of way. The A.R.B., in its sole discretion, can reduce this setback with respect to a particular Village Home Lot, but in no event shall such setback be less than nine (9) feet from the abutting street right of way.

(ii) Morehead Forest Lots, Saddle Ridge Lots and Wilkinson Park Lots - Twenty-five (25) foot setback from abutting street right of way. In the case of corner Lots, there shall be a setback of twenty-five (25) feet from both intersecting street rights of way. The A.R.B., in its sole discretion, can reduce or eliminate this setback with respect to a particular Saddle Ridge Lot to accommodate the topography of the particular Saddle Ridge Lot.

(iii) Highland Pond Lots - Sixty (60) foot setback from the abutting street right of way.

(iv) All other Single-Family Lots. - Forty (40) foot front yard setback from the abutting street right of way. In the case of corner Lots the intersecting Street setback shall be thirty-five (35) feet from the Street right of way and the A.R.B. shall determine the fronting street.

b. Rear Yard Setbacks shall be generally opposite the front yard, but final determination shall be made by the A.R.B. The minimum distance shall be as follows:

i. Lots adjacent to the Golf Club: Village Home Lots and Morehead Forest Lots - thirty (30) feet; Saddle Ridge Lots - forty (40) feet; and all other Single-Family Lots - sixty (60) feet, except for Lots 449, 450, 451 and 452, the setbacks for which shall be as shown on the plat of Governors Club Phase Five.

ii. Lots not adjacent to the Golf Club: Village Home Lots - twenty (20) feet; Morehead Forest Lots, Saddle Ridge Lots, Wilkinson Park Lots and Phase Nineteen Lots - twenty-five (25) feet; all other Single-Family Lots - fifty (50) feet.

c. Side Lot Setbacks. The remaining setbacks (other than front yard or rear yard setbacks) shall be as follows:

i. Walker Falls Lots - Five (5) foot setback on the patio wall side (as defined by the A.R.B.) and ten (10) foot setback from the remaining side lot line.

ii. Stone Brook Lots - Not less than five (5) feet from each property line.

iii. All other Village Home Lots - For improvements constructed before January 1, 1994, three (3) foot setback on the patio wall side (as defined by the A.R.B.) and seven (7) foot setback from the remaining side line. For improvements constructed after January 1, 1994, not less than five (5) feet from each property line and not less than ten (10) feet from the improvements on any adjacent Village Home Lot. If the A.R.B. determines that modifications of these five (5) foot setbacks are required in order for the improvements on a particular Village Home Lot to be constructed at least ten (10) feet from improvements already constructed or already approved by the A.R.B. on an adjoining Village Home Lot, the A.R.B. can increase or decrease the five (5) foot setback to not more than seven (7) feet nor less than three (3) feet.

iv. Morehead Forest Lots, Lots located within Phases Eight and Nineteen and Wilkinson Park Lots - Not less than ten (10) feet from each property line.

v. Saddle Ridge Lots - Not less than twelve (12) feet from each property line.

vi Highland Pond Lots - Not less than twenty (20) feet from each property line.

vii. All other Single-Family Lots - Not less than fifteen (15) feet from each property line.

d. No structure of any kind, including, without limitation, fences higher than four (4) feet, shall be permitted in any building setback area, except that roof overhangs may intrude into setback areas on Village Home Lots subject to approval of the A.R.B. and except that air-conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided further that they are all sited and screened from view in a manner approved by the A.R.B.

e. The Declarant shall have the right to waive minor violations of the setback requirements contained in this Section 11.1.11 or shown on the recorded Plats, if said violation does not exceed twenty-five percent (25%) of the required setback. After the Declarant has turned over control of the Master Association, the Master Association shall have the right to waive minor setback requirements as is given to the Declarant herein.

f. Anything herein to the contrary notwithstanding, the A.R.B. may, when concurred in by the Board of Directors of the Master Association (before or after transfer of control by Declarant), vary the building setback lines recited herein or shown on the recorded Plats by as much as forty percent (40%). Any such variance shall be evidenced by a certificate of variance or compliance in recordable form.

11.1.12 Fences, Walls and Hedges. The composition, location and height of any fence, wall or hedge to be constructed on the Property shall be approved in advance by the A.R.B. The A.R.B. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Single-Family Residences and other fences, if any. Chain link fencing may not be used except for the outer perimeter fencing, fencing around tennis courts, fencing around swimming pools, and the Maintenance Area, as determined by the Developer or Master Association. Fencing design must accompany the final working drawings submitted to the A.R.B. for any proposed Single-Family Residence.

11.1.13 Swimming Pools. Any swimming pool or jacuzzi to be constructed on the Property shall be constructed in the ground and subject to the requirements of the A.R.B., which shall include, but not be limited to, the following:

a. Composition to be of material thoroughly tested and accepted by the industry for such construction.

b. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from A.R.B.

c. Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting be permitted to be on after eleven o'clock (11:00) p.m.

d. If an Owner elects to purchase two (2) adjoining Lots and to use one (1) of those Lots for recreational purposes, the Lot used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and sides, as required by the A.R.B. It shall be the intent of the A.R.B. to screen any such recreational facilities from the public view.

e. Pools may be heated only through methods approved by the A.R.B.

11.1.14 Swales. Each Lot Owner shall refrain from altering or interfering with the functioning of all swale areas abutting his Lot.

11.1.15 Driveway. All driveways and parking areas shall have hard impervious, dustless surfaces, such as asphalt, concrete, brick or uncrushed stone. Driveways may connect to Streets at only two (2) points for each Lot and such connection shall provide continuity of any drainage swale or curb and shall blend into the Street pavement. No curbside parking areas may be created by extending any portion of Street pavement, except as approved for the Village Home Lots, Villa Tracts, and Club Cottage Lots. The design and location of all driveways and parking areas shall be approved in advance by the A.R.B.

11.1.16 Utilities. The central water and sewage system provided for service of the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his Lot and shall pay all availability charges, connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, stream or water body except by the Master Association or the Golf Club Owner. No septic tank or drain field shall be allowed on any Lot. Water for irrigation of a Lot may be supplied by an underground well located on that Lot, once same is approved by the A.R.B.

11.1.17 Lot Filling. No Lot or Villa Tract may be cleared, graded, cut or filled for any reason until the A.R.B. has reviewed and approved the preliminary application for the Single-Family Residence, Villa Building or Club Cottage. The site plan, along with the tree survey and other documents required by the A.R.B., must clearly delineate the extent of clearing, grading, cutting and filling.

11.1.18 Lots Bordering on Wet Lands. Lots bordering on wet lands as shown and delineated on the Development Plan shall be required to leave undisturbed a minimum upland dimension of ten (10) feet for the entire length of natural vegetation abutting the wet lands bordering on any portion of such Lots. Such undisturbed areas shall be noted on the landscape plan for each Lot as being undisturbed.

11.1.19 Lots Bordering on Lakes. Lots bordering on lakes shall be required to provide shoreline gradings, using swale and earthen berm design, to detain a minimum of one (1) inch of surface water run-off from all impervious paved surfaces. Such design shall appear on the landscaping plan for the Lot, and shall be evidenced by grade elevations and profile drawings showing typical cross-sections. A combination of the above alternatives shall be encouraged by the A.R.B. to provide a more natural lake shoreline. Each Owner shall be responsible for providing to the A.R.B. sedimentation control plans and devices to insure that the development of all Improvements shall not cause filling or damage to the Lakes. No docks, piers, or suspended walkways of any kind shall be constructed in or out over any of the Lakes within Governors Club, except by Declarant.

11.2 Restrictions on Use of Club Cottage Lots. Single-Family Lots and the Property. The following restrictions shall apply to all Single-Family Lots, Club Cottage Lots, Villa Tracts and the Property, as indicated.

11.2.1 Residential Use. All Single-Family Residences shall be used only as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Single-Family Lot or Villa Tract and no business may be conducted on any part thereof, except as specifically reserved herein. No Single-Family Residence may be rented or leased for use as a dwelling by someone other than the Owner of the Single-Family Residence for an initial term of less than six (6) months. All Club Cottages shall be used only as follows: (i) as single-family private residential dwellings; (ii) as private residential dwellings for invited guests or employees of the Owner; (iii) as residential lodging on a daily basis, upon such terms and conditions as established by the Club Cottage Association and approved by the Golf Club Owner. The Golf Club Owner may require that any short-term (less than thirty [30] days) rental or leasing be done by or through the Golf Club Owner or designee of the Golf Club Owner, if the Golf Club Owner is providing a first class daily guest rental program. In the event the Golf Club Owner is not providing such program, and the Club Cottage Association, by a majority vote of the Club Cottage Owners who use or desire to use their units for daily rentals select a different manager, then the Golf Club Owner shall approve reasonable terms and conditions for that program. In addition, a Club Cottage may be used (iv) for such commercial or office use as may from time to time be specifically allowed under the rules adopted by the Club Cottage. Association and approved in writing by the Golf Club so long as such use is compatible with the purposes of this Declaration; and (v) the Golf Club Owner may use any Club Cottage Lot it owns or leases for Golf Club purposes, including, but not limited to pro shop, guest lodging, restaurant, social events, office and day care. If the Master Association finds that any use of Club Cottages permitted by sections (iv) or (v) adversely affects property values or diminishes or threatens the general health, safety or welfare of the property owners or residents of Governors Club, it may abolish any rule allowing that use and the Owner or tenant shall immediately cease that use.

11.2.2 Clotheslines. No clothesline or outside drying area shall be located on any Lot or Villa Tract.

11.2.3 Residence Graphics. The size and design of all signs, numbering for the Unit, mailboxes and other such materials shall be approved by the A.R.B. and shall display continuity and conformity throughout Governors Club. Except in connection with development or sales of property throughout Governors Club by Declarant, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Villa Tract or Lot or on the Property, except at the Declarant's office location, without the prior written approval of the A.R.B., or except as may be required by legal proceedings, it being understood that the A.R.B. will not grant permission for signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the A.R.B. reserves the right to restrict size, color, content and location of such sign(s). No sign shall be nailed or attached to any tree. The A.R.B. shall have the right to adopt reasonable rules regarding signs to be used during construction of residences and other buildings, such as Owner identification, name of contractor or architect, etc.

11.2.4 Garbage and Trash Containers. No Villa Tract or Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except as required during trash collection, all containers shall be kept within an enclosure which the A.R.B. shall require to be constructed on each Lot.

11.2.5 Antenna and other rooftop accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Property or on the exterior of any residence (unless installed by the Declarant or the Master Association), without the prior written approval of the A.R.B. The A.R.B. shall adopt guidelines and procedures for approval of antennae in compliance with the regulations of the Federal Communications Commission.

11.2.6 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Unit.

11.2.7 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Master Association, no commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Villa Tract or Lot. The Master Association shall grant an Owner permission to bring onto the property a boat, boat trailer, motor home, camping trailer, or van upon application by the Lot owner if the Master Association finds that an A.R.B. approved garage is available for storage of the vehicle and the vehicle is owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such vehicle onto the property and park it inside the

approved garage. The Owner shall not have his boat outside for more than twenty-four (24) hours preparing it for storage.

Vehicles of repairmen, delivery men, moving vans, temporary guest or vehicles owned or leased by members of the Owner's family may be parked at curbside or on the driveways and private parking areas of a Lot or Villa Tract for no longer than eight (8) hours in a twenty-four (24) hour period. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles on the driveways and private parking areas of a Lot or Villa Tract for the duration of their stay. Private parking areas shall be designated by the A.R.B. for each Club Cottage without a garage, for extended parking of passenger automobiles by Owners and their guests. Such guests may not park at curbside except as set forth hereinabove. The Master Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, or the Traffic Regulations promulgated by the Master Association, and to collect the cost thereof from Owners, as an Individual Assessment.

11.2.8 The residents of each Single-Family Residence shall be limited to a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen or dining area, with no more occupants than two per bedroom.

11.2.9 All Single-Family Residences shall be constructed wholly within the Property, and legal access to all Lots shall be exclusively by way of the Streets and driveways within the Development Plan or as dedicated on the recorded plats of the Property.

11.3 Additional Protective Covenants. Declarant may include, in any contract, plat, or deed for any Lot, Villa Tract, or other Property, additional protective covenants and restrictions not inconsistent with those contained herein.

11.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Property. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes, and provided that no more than two (2) of any combination of such animals are so kept on a Lot at any time. No animals shall be allowed to run loose at any time.

11.5 Rules and Regulations. No person shall use the Common Property, or the Master Association Property, or any Unit, or any other Property, in any manner contrary to, or not in accordance with, such rules and regulations as may be promulgated by the Master Association, the Association governing the Development in which the Unit is located, or such Traffic Regulations as may be promulgated by the Master Association from time to time.

11.6 Restrictions on use of Water Tank Site. The Water Tank Site shall be used by the Declarant or Chatham County only for the erection, maintenance, and repair of a water tank, necessary water tank controls and instrumentation, fencing, and landscaping as provided in the conditional use permit for Governors Club Planned Unit Development and in the subsequent tank and site plans approved by Chatham County, the Declarant, and the Architectural Review Board. No other improvements nor uses shall be made without the prior written approval of the Declarant (for so long as Declarant owns any Property) and the Master Association.

11.7 Storage, Accessory Buildings, Utility Enclosures, and Waste Receptacles on the Property. Except as otherwise specifically provided herein, the Property shall not be used for the outdoor storage of anything, including but not limited to construction materials, vehicles, waste and maintenance equipment and supplies, except in the Maintenance Area and other locations designated on the plats or designated by the Declarant or the Master Association. Waste receptacles will not be kept out-of-doors except as specifically approved by the Declarant or the Architectural Review Board. Storage, maintenance and accessory buildings shall not be constructed or maintained on the property except in the Maintenance Area and in other locations specifically approved by either the Declarant or the Master Association and the Architectural Review Board. Except as may be otherwise approved by either the Declarant or the Master Association and the Architectural Review Board, all cable, electric, gas, telephone, sewer, sewer grinder pumps, sewage and water pump stations and other utilities shall be installed and maintained underground; except that the water tank on the Water Tank Site and telephone and electrical junction boxes and electrical transformers may be installed above ground in utility boxes as approved by the Declarant and the Architectural Review Board.

11.8 Restrictions on use of Highland Pond Preserve. The Highland Pond Preserve shall be used by its owner only for scientific study and research purposes, as may be further specified by rules promulgated by the Master Association from time to time. The Declarant shall have the right to convey the Highland Pond Preserve to the Botanical Garden Foundation, Inc. or to another nonprofit organization organized for similar purposes.

11.9 Restrictions on Use of Golf Club Property. The Golf Club Property shall be used for golf, tennis, fitness center, swimming, recreational, fitness, lakes, irrigation, social events, pro shop, restaurant, commercial, office, guest facilities, day care, educational, guest lodging and other Golf Club activities. The Golf Club Property may also be used by it or leased to others for such other commercial, office, transportation, educational and other institutional or utility use as may from time to time be specifically approved in writing by the Board. Improvements of the Golf Club Property to intentionally obstruct the view from any Lot shall not be made. The twenty-seven (27) hole golf course constructed by the Declarant shall be used and maintained as a golf course. The portion of the Golf Club Property which lies within the Maintenance Area may be used as Maintenance Area.

11.10 Restrictions on the Use of Maintenance Area. The Maintenance Area shall be used by the Declarant, the Maintenance Associations, the Master Association, the Golf Club Owner, contractors, utilities and others for office, maintenance, storage, utility operations of all types, parking, repair, cleaning and processing in connection with the maintenance, construction, operation and the provision of construction, repair, maintenance, sewer utility, other utility and other services to the Governors Club planned unit development, Lots in the planned unit development, or other portions thereof.

11.11 Restrictions on Limited Use and Restricted Building Areas on Lots in Phase Twenty-One. Lots 1271, 1272 and 1273 in Phase Twenty-One (the "Phase Twenty-One Lots") shall be subject to additional restrictions contained in this section. Within the areas specified as "Limited Use" on the recorded plats of the Phase Twenty-One Lots, Improvements shall be limited to Improvements which are accessory to the Single-Family Residence on each Phase Twenty-One Lot.

The Improvements allowed within the Limited Use areas shall include covered, unenclosed, attached screened porches and verandas; attached or detached extended exterior structures such as terraces or elevated decks composed primarily of wood; covered, unenclosed, detached garden structures such as cabanas, gazebos, pergolas and trellises; planted, landscaped garden areas; retaining walls loose-laid to a maximum height of thirty (30) inches; paved walking paths; paved driveways and utility service lines. Within the Limited Use areas, retaining walls constructed on concrete footings, paved surfaces constructed on non-permeable base materials, storage or maintenance structures, utility enclosures, waste receptacles, temporary structures and construction facilities shall be prohibited. Improvements creating impervious surface will be limited to a maximum of one thousand (1,000) square feet in each of the Limited Use areas on the Phase Twenty-One Lots, except that driveways shall not be included in calculating the impervious surface area. Nothing contained in this section is intended to prohibit driveways and walkways within the Limited Use areas from being paved with impervious materials approved by the A.R.B. The total area in each of the Limited Use areas on the Phase Twenty-One Lots upon which Improvements may be constructed will be limited to forty percent (40%) of each Limited Use area. Driveways and walkways shall not be included in calculating the percentage of usable area within each Limited Use area. The design and location of all Improvements within the Limited Use areas on the Phase Twenty-One Lots shall be fully subject to review and approval of the A.R.B. to the same extent as all other Improvements on the Phase Twenty-One Lots. The areas identified as "Restricted Building Areas" on the recorded plats of the Phase Twenty-One Lots shall be left in their natural state without clearing of vegetation except where it is dangerous to property or persons, except that driveways approved by the A.R.B. may be constructed and maintained within the Restricted Building Areas.

ARTICLE 12 - INDEMNIFICATION OF OFFICERS. DIRECTORS AND MEMBERS OF THE A.R.B. AND MEMBERS OF THE MASTER ASSOCIATION

Every officer and director of the Master Association and member of the A.R.B. shall be indemnified by the Master Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member of the A.R.B. or the Master Association, whether or not he is an officer, director, or member of the A.R.B. or Master Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member of the A.R.B. or Master Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the A.R.B. or Master Association may be entitled.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Assignment. Any or all of the rights, powers and obligations, easements and estates reserved by or granted to the Declarant or the Master Association or the Maintenance Associations may be assigned by the Declarant, the Master Association or the Maintenance Associations, as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing

in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers to be subject to the same obligations and duties as are herein given to the Declarant, the Master Association and/or the Maintenance Associations. After such assignment, Declarant, the Master Association and/or the Maintenance Associations shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

13.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

13.2.1 Pursuant to Section 47F-2-117(a) of the North Carolina General Statutes (NC Planned Community Act), this Declaration may be amended only by the affirmative vote or written agreement signed by the owners of lots to which sixty-seven percent (67%) of the votes of the Master Association are allocated.

13.2.2 [Deleted per Fortieth Amendment].

13.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Unit, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Units, which consent shall be executed with the formalities required for deeds and recorded with the amendment. Further, no amendment or change to this Declaration shall be effective to affect or impair the ability of Exempt Condominiums Residents to lease their Units for fifteen (15) years after the recording of this instrument.

13.2.4 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

13.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for an initial term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Declarant, the Master Association and the Owners.

13.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violation or attempting to violate same and/or against the Property subject thereto to enforce any lien created by this Declaration. In the event that Declarant and the Master Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Declarant, the Master Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the covenants and restrictions contained herein or the covenants and restrictions contained in any declaration of covenants for a Development.

13.6 Declarant's Rights. Any other provision in this Declaration to the contrary notwithstanding, Declarant is irrevocably empowered to sell or lease Units on any terms to any purchasers or lessees. Declarant shall have the right to transact any business necessary to consummate sales of property throughout Governors Club including, but not limited to, the right to maintain an office(s) on the Property, in a location to be selected by Declarant, to have employees in such office, to construct and maintain other structures or appurtenances at that location which are necessary or desirable for the development of property throughout Governors Club; to post and display a sign or signs at the office location; and to use the Common Property for access to its offices and to show Units.

13.7 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

To the Declarant at:

GOVERNORS CLUB
DEVELOPMENT CORPORATION
Post Office Box 2615
Chapel Hill, North Carolina 27515

or to the Owner at:

The last known address of Owner as appears on the records of the Master Association at the time of such delivery of mailing;

or to the Master Association at:

GOVERNORS CLUB PROPERTY
OWNERS ASSOCIATION, INC.
Post Office Box 2615
Chapel Hill, North Carolina 27515.

As additional property is subjected to this Declaration by amendment to the Declaration, the address of the governing Association shall be set forth in such amendment. Any notice given in

accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

13.8 Plats. In addition to this Declaration, and any subsequent declarations and amendments, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of portions of the Property, which are recorded or to be recorded in the Public Records of the County. Also, each owner and occupant of any Property must abide by all applicable laws, regulations and ordinances of the federal government, the County, and the State of North Carolina.

13.9 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

13.10 Severability. Invalidation of any one of the covenants or restrictions contained herein by Judgment or Court Order shall in no way affect any other provision hereof, which shall remain in full force and effect.

13.11 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

13.12 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

[Signature Page to Follow]

CERTIFICATION OF VALIDITY OF RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB

The undersigned, representing the Board of Directors of Governors Club Property Owners Association, Inc. ("Association"), does hereby certify that the foregoing Restated Declaration of Covenants and Restrictions for Governors Club is intended to be a compilation of the Declaration and amendments thereto, that is being recorded for the sole purpose of providing a comprehensive document for the convenience of the Members of the Master Association. The foregoing is not intended to and does not alter or take the place of the duly recorded Declaration and amendments thereto, which shall control in the event of any conflict.

GOVERNORS CLUB PROPERTY OWNERS ASSOCIATION, INC.

By: Rebecca L. Berry
President

ATTEST:

Kelley Hunter
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF Chatham

I, Janet Tisdale Zima, a Notary Public of the County and State aforesaid, certify that Kelley Hunter personally came before me this day and acknowledged that she is Secretary of Governors Club Property Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Kelley Hunter as its Secretary.

Witness my hand and official stamp or seal, this 26th day of March, 2014.

Janet Tisdale Zima
Notary Public

Janet Tisdale Zima
Printed Name

My commission expires: Nov. 12, 2018

JANET TISDALE ZIMA NOTARY PUBLIC CHATHAM COUNTY, N. C.

EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GOVERNORS CLUB
DESCRIPTION OF PHASES ONE, TWO, THREE, FOUR, FIVE,
SIX, SEVEN, EIGHT, NINE, NINE-A, SECTIONS A AND B OF PHASE TEN,
ELEVEN, TWELVE-A, THIRTEEN, FOURTEEN-A, FOURTEEN-B,
FIFTEEN, SIXTEEN, SEVENTEEN, EIGHTEEN, NINETEEN,
TWENTY AND TWENTY-ONE AND
THE ENTRANCE AREA COMMON PROPERTY
AND THE GOLF CLUB PROPERTY

Governors Club, Phases One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Nine-A, Sections A and B of Phase Ten, Eleven, Twelve-A, Thirteen, Fourteen-A, Fourteen-B, Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, Twenty and Twenty-One, the Entrance Area Common Property and the Golf Club Property; being all that property located in Williams Township, Chatham County, North Carolina, including, *inter alia*, Lots Number 1 through 685, 687 through 690, 692 through 698, 700 through 714 and 742 through 1273, and the roadway easements, Water Tank Site, Highland Pond Preserve, Common Property, and the Common Areas, as shown on the plats entitled "Governors Club, Phase One," dated December 20, 1988, including six sheets recorded in Plat Slides 89-56, 89-57, 89-58, 89-59, 89-60, and 89-61; the plats entitled "Governors Club, Phase Two," dated June 21, 1989, including four sheets recorded in Plat Slides 89-237, 89-238, 89-239, and 89-240; the plat entitled "Governors Square, Governors Club, Phase Three," dated December 12, 1989, recorded in Plat Slide 90-28; the plats entitled "Morehead Forest, Governors Club, Phase Four," dated May 21, 1990, including seven sheets recorded in Plat Slides 90-256, 90-257, 90-258, 90-259, 90-260, 90-261, and 90-262, as modified by the plat entitled "Recombination of Lots 360 thru 365, Phase Four, Morehead Forest, Governors Club," dated June 15, 1992, recorded in Plat Slide 93-288, as modified by the plat entitled "Revision of Lot 407, Morehead Forest", dated November 9, 1995, recorded in Plat Slide 96-107 and "Revision Plat of Lot 260, Governors Club Phase Four, Morehead Forest," dated May 29, 1996, recorded in Plat Slide 96-214; the plat entitled "Governors Club, Phase Five," dated October 26, 1990, recorded in Plat Slide 90-428, as modified by the plat entitled "Reconfiguration Plat, Lot 464, Phase Five, Governors Club," dated December 17, 1996, recorded in Plat Slide 97-110; the plat entitled "Governors Club Cottages, Phase Six of Governors Club," dated January 22, 1991, recorded in Plat Slide 91-95, as modified by the plats entitled "Recombination of Lot 465 and 466, Club Cottages, Phase Six, Governors Club" dated May 2, 1995, recorded in Plat Slide 95-172 and "Recombination of Lots 472 and 473, Club Cottages, Phase Six, Governors Club", dated October 27, 1995, recorded in Plat Slide 95-433 and "Recombination of Lots 469, 470 and 471, Club Cottages, Phase Six, Governors Club," dated October 31, 1995, recorded in Plat Slide 95-450 and "Recombination of Lots 475, 476 and 477, Club Cottages, Phase Six, Governors Club," dated October 31, 1995, recorded in Plat Slide 95-451 and "Revision of Drainage Easement, Lots 483 and 484, Club Cottages, Phase Six, Governors Club," dated October 31, 1995, recorded in Plat Slide 95-452; the plats entitled "Governors Club, Phase Seven, Tryon Courte," dated February 18, 1991, including three sheets recorded in Plat Slides 91-105, 91-106, and 91-107, as modified by the plat entitled "Recombination of Lot 486, Phase Seven, Governors Club," dated October 2, 1992, recorded in Plat Slide 93-171, and as modified by the plat entitled "Plat Revision, Lot 550, Sheet Three, Tryon Courte, Governors Club," dated June 27, 1991, recorded in Plat Slide 93-289; the plats

entitled "Phase Eight, Franklin Ridge of Governors Club," dated February 17, 1992, including three sheets recorded in Plat Slides 92-100, 92-101, and 92-102, as modified by the plat entitled "Plat Revision, Lots 585 thru 589, Phase Eight, Governors Club," dated November 5, 1992, recorded in Plat Slide 92-439 and as modified by the plat entitled "Final Plat Recombination Survey for Michael Slomianyj and Kimberly F. Slomianyj and Governors Club Limited Partnership (Golf Course Property), Lot 573, Governors Club, Phase Eight, Franklin Ridge," dated August 21, 1996 and recorded in Plat Slide 97-109; the plat entitled "Phase Nine, Highland Pond, Governors Club," dated February 17, 1992 recorded in Plat Slide 92-115, as modified by the plat entitled "Recombination of Lots 633 & 645, Phase Nine, Governors Club," dated May 4, 1993, recorded in Plat Slide 93-257; the plat entitled "Phase Nine-A, Highland Pond, Governors Club," dated August 11, 1992, recorded in Plat Slide 93-81; the plat entitled "Phase Ten, Section A, Vance Villas, Governors Club," dated August 4, 1992, recorded in Plat Slide 92-346, as modified by the plats entitled "Revision Plat for Tracts 8, 9, 10, and 11 of Vance Villa Tracts, Phase Ten, Section A, Governors Club," dated May 8, 1995, recorded in Plat Slide 95-170; the plat entitled "Final Plat, Vance Villa Lots 670 through 673, Tract 2, Phase Ten, Section A, Governors Club," dated February 1, 1994, recorded at Plat Slide 94-148, the plat entitled "Final Plat, Vance Villa Lots 678 through 681, Tract 4, Phase Ten, Section A, Governors Club," dated February 1, 1994, recorded at Plat Slide 94-44, the plat entitled "Final Plat, Vance Villa Lots 694 through 697, Tract 8, Phase Ten, Section A, Governors Club,• dated June 15, 1995, recorded at Plat Slide 95-236, as modified by the plats entitled "Final Plat, Vance Villa Lots 694 through 697, Tract 8, Phase Ten. Section A, Governors Club" dated November 20, 1995, recorded at Plat Slide 95-473, and the plat entitled "Final Plat, Vance Villa Lots 702 through 705, Tract 10, Phase Ten, Section A Governors Club," dated May 15, 1995, recorded at Plat Slide 95-171; the plat entitled "Revision Plat for All of Vance Villa Phase Ten, Section A, except Tracts 2; 4.8 and 10, and Final Plat, Vance Villa, Phase Ten, Section B, Governors Club," dated October 18, 1996, recorded in Plat Slides 97-290, 97-291 and 97-292, as modified by the plats entitled Revision Plat for Portions of Vance Villa, Phase Ten, Sections A and B, Governors Club," dated July 23, 1997, recorded in Plat Slide 97-293 and the plat entitled "Recombination of Lots 676 and 677, Phase Ten, Governors Club," dated September 2, 1997, recorded in Plat Slide 97-413; the plat entitled "Phase Eleven, Walker Falls, Governors Club," dated November 6, 1992, recorded in Plat Slide 92-430; the plat entitled "Governors Club, Phase Twelve-A," dated March 11, 1993, recorded in Plat Slide 93-112, as modified by the plat entitled "Revision Plat, Governors Club, Phase Twelve-A, Street Name Revision," dated February 13, 1998, recorded in Plat Slide 98-409; the plats entitled "Governors Club, Phase Thirteen, Glenn Glade," dated March 15, 1993, including three sheets recorded in Plat Slides 93-113, 93-114 and 93-115, as modified by the plat entitled "Recombination Plat for Lots 816 and 817, Governors Club, Phase Thirteen, Glenn Glade" dated September 9, 1995 and recorded in Plat Slide 95-396, and as modified by the plat entitled "Second Recombination Plat for Lots 816 & 817, Governors Club, Phase Thirteen, Glenn Glade", dated November 7, 1995, recorded in Plat Slide 96-108; the plat entitled "Phase Fourteen-A, Saddle Ridge, Governors Club," dated February 11, 1994, recorded in Plat Slide 94-92, as modified by the plat entitled "Revised Plat of Lot 878 and Abolishing Lot 879, Governors Club, Phase Fourteen-A, Saddle Ridge," dated June 17, 1996, recorded in Plat Slide 96-260; the plat entitled "Phase Fourteen-B. Saddle Ridge, Governors Club" dated August 18, 1995, recorded in Plat Slide 95-374; as modified by the plat entitled "Reconfiguration Plat, Lot 1139, Phase Fourteen-B, Saddle Ridge, Governors Club," dated February 6, 1998, recorded in Plat Slide 98-410; the plat entitled "Phase Fifteen, Governors Club," dated February 11, 1994, recorded in Plat Slide 94-93; the plats entitled "Phase Sixteen, Governors Club," dated June 29, 1994, including five sheets recorded in Plat Slides 94-319, 94-320, 94-321, 94-322

and 94-323, as modified by the plat entitled "Recombination, Lots 941 & 942, Phase Sixteen,, Governors Club," dated September 5, 1994, recorded in Plat Slide 94-399, as modified by the plat entitled "Right of Way Revision, Intersection of Morehead & Worth and Reconfiguration of lots 937, 938 and 956, Phase Sixteen, Governors Club" dated September 15, 1994, recorded in Plat Slide 94-400, as modified by the plat entitled "Recombination Plat for Lots 945 and 946, Phase Sixteen, Governors Club," dated December 22,1994 and recorded on Plat Slide 94-508; as modified by the plat entitled "Plat Revision, Lot 997, Sheet Five, Stone Brook," dated February 23, 1995, recorded in Plat Slide 95-69, and as modified by the plat entitled "Revised Plat of Lots 984 and 986 and Abolishing Lots 985 and 987, Governors Club, Phase Sixteen, Stone Brook" dated July 9, 1996, recorded in Plat Slide 96-261; the plats entitled "Phase Seventeen, Wilkinson Park, Governors Club," dated January 19, 1995, including four sheets recorded in Plat Slides 95-71, 95-72, 95-73 and 95-74; the plat entitled "Phase Eighteen, Governors Crest, Governors Club," dated February 19, 1996 recorded in Plat Slide 96-110; the plats entitled "Phase Nineteen, Governors Club," dated July 19, 1996, including three sheets recorded in Plat Slides 96-257, 96-258 and 96-259; the plat entitled "Composite Map, Governors Club Golf Club Property," dated December 12, 1996, including thirteen sheets recorded in Plat Slides 96-456 through 96-468; the Common Property shown on the plat entitled "Reconfiguration Plat for Governors Club, Governors Club Entrance Area Plat," dated September 16, 1997, recorded in Plat Slide 97-412; the plat entitled Governors Club, Phase Twenty," dated January 20, 1999, recorded in Plat Slide 99-237; and the plat entitled "Governors Club, Phase Twenty-One," dated May 26, 1998, recorded in Plat Slide 99-238, as modified by the plat entitled "Revision Plat for Governors Club, Phase Twenty-One," dated October 15, 1999, revised November 23, 1999, recorded in Plat Slide 2000-167 of the Chatham County Registry."

FILED ELECTRONICALLY
CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS

FILED	Oct 29, 2018
AT	12:06:10 PM
BOOK	02015
START PAGE	0205
END PAGE	0208
INSTRUMENT #	11028
EXCISE TAX	$0.00

Prepared by and return after recording to:

Hope Derby Carmichael
Jordan Price Wall Gray Jones & Carlton, PLLC
P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

FORTY-FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB

CHATHAM COUNTY

This FORTY-FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB is made as of this _29th___ day of _October__, 2018, by owners to which at least sixty-seven percent (67%) of the votes in the Governors Club Property Owners Association, Inc. ("Master Association") are allocated.

W I T N E S S E T H:

WHEREAS, Governors Club Development Corporation joined by Governors Club Property Owners Association, Inc. and Governors Club, Inc. recorded a Declaration of Covenants and Restrictions for Governors Club in Book 538, Page 505 of the Chatham County Registry, which was thereafter amended and restated in amendments numbered One through Thirty-Nine as well as that Restated Declaration of Covenants and Restrictions recorded in Book 868, Page 995 of the Chatham County Registry (collectively, as amended, the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument recorded on 27 December 2013 in Book 1724, Page 368 of the Chatham County Registry, which amendment provides, in part, that the Declaration may be amended by the approval of Owners to which at least sixty-seven percent (67%) of the votes of the Association are allocated; and

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Chatham County Register of Deeds.

WHEREAS, pursuant to Article 3.6 of the Declaration, and the Notice of Turnover recorded in Book 770, Page 58 and Book 770, Page 976 of the Chatham County Registry, the declarant control of the Master Association has terminated and joinder of the original declarants in this amendment is not required; and

WHEREAS, the Owners to which at least sixty-seven percent (67%) of the votes of the Association are allocated, including the Owners of more than sixty-seven percent (67%) of the Club Cottage lots, desire to amend the Declaration as set forth below;

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended as follows:

1. Article 1.36 of the Declaration is deleted in its entirety, and the following is inserted in lieu thereof:

"1.36 "Member" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit, as such term is defined herein. and the Declarant. Declarant shall be a Member of the Master Association from and after the date of recordation of this Declaration in the public records of the County."

2. Article 3.2.2 of the Declaration shall be deleted in its entirety, and the following is inserted in lieu thereof:

"3.2.2 Classes of Membership. There shall be one class of membership in the Master Association, which class shall include all Members."

3. Article 3.3 of the Declaration shall be deleted in its entirety, and the following is inserted in lieu thereof:

"3.3 Voting. The Master Association shall have one (1) class of voting membership, and all Members shall be entitled to vote on all matters coming before the membership, including election for the Board of Directors."

4. Article 13.2.1 of the Declaration shall be deleted in its entirety, and the following is inserted in lieu thereof:

"13.2.1 Pursuant to Section 47F-2-117(a) of the North Carolina General Statutes (NC Planned Community Act), this Declaration may be amended only by the affirmative vote or written agreement signed by the Owners of Lots to which sixty-seven percent (67%) of the votes of the Master Association are allocated. Provided, however, that any amendment which would change the use restrictions on the Club Cottage Lots set forth in this Declaration shall also require the affirmative vote or written agreement signed by the Owners of sixty-seven percent (67%) of the Club Cottage Lots."

5. All remaining provisions of the Declaration with the exception of the amendments herein stated shall remain in full force and effect.

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CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GOVERNORS CLUB

By authority of its Board of Directors, Governors Club Property Owners Association, Inc. hereby certifies that the foregoing instrument has been duly approved by the Written Consent of Owners to which at least sixty-seven percent (67%) of the votes of the Association are allocated and is, therefore, a valid amendment to the existing Declaration of Covenants and Restrictions.

GOVERNORS CLUB PROPERTY OWNERS ASSOCIATION, INC.

By: _____
President

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, LAUREN MCCLOY COLVARD a Notary Public of the County and State aforesaid, certify that John Schwab, personally came before me this day and acknowledged that he/she is President of Governors Club Property Owners Association, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him with full authority and in the capacity stated.

Witness my hand and official stamp or seal, this 29 day of October, 2018.

_____
Notary Public

LAUREN MCCLOY COLVARD
NOTARY PUBLIC
WAKE COUNTY, N.C.

LAUREN MCCLOY COLVARD
Printed Name

My commission expires: 9/18/2022

GOVERNORS CLUB
PROPERTY OWNERS ASSOCIATION

RULES & REGULATIONS

RULES & REGULATIONS APPROVED BY THE BOARD OF DIRECTORS ON 7/18/2017. AMENDED AND RESTATED ON 04/07/2021 TO INCLUDE REVISED 'NOISE & NUISANCE' REGULATION APPPROVED BY THE BOARD OF DIRECTORS ON 03/16/2021.

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INTRODUCTION

Rules & Regulations

Rules and Regulations, as described in the Governors Club Property Association (GCPOA) Declaration, are the rules and regulations of the Association, and adopted by the GCPOA Board of Directors. Their purpose is to clarify or supplement provisions of the governing documents. In the event of a conflict the following represents the order of priority: State Statutes, Articles, Covenants, Conditions and Restrictions (CC&R), Bylaws, Resolutions, ARB Guidelines, then the Rules and Regulations. At the discretion of the Board of Directors the Board may amend these Rules and Regulations from time to time as the Board carries out its management of the Association.

These Rules and Regulations are binding on the Property Owners, guests, and tenants, as they relate to the land and properties within the boundaries of the Community. Ultimately it is the Property Owner's responsibility to ensure that their tenants, guests and other occupants understand and abide by these Rules and Regulations. The Rules and Regulations provide a basis for protecting members' equity in the GCPOA, assures the continued aesthetic beauty of the community, and defines the responsibilities of Property Owners, guests, tenants, invitees. This document serves to improve the quality of life and the standard of living for everyone within the Community.

The Community Manager will ensure that the resident complaints from residents pertaining to the Rules & Regulations are processed with discretion and in accordance with approved POA policy. Complaints, questions, or suggestions should be addressed to:

Governors Club Property Owners Association
Community Manager
10134 Governors Drive
Chapel Hill, NC 27517
Phone 919-942-0500
POACommunityManager@casnc.com

The Rules & Regulations and the Declaration of Covenants & Restrictions are posted on the POA website ***www.GovernorsClubNC.com***. Printed versions are also available at the GCPOA office. If you have questions about rules or regulations, please contact the GCPOA Office at (919) 942-0500.

Definitions for terms used in the Rules and Regulations are provided in Appendix 1.

ARCHITECTURAL STANDARDS

To assure that the objectives of the Governors Club are achieved an Architectural Review Board (ARB) was established to administer and perform the architectural and landscape reviews. Please note that the Declaration of Covenants and Restrictions provided that no exterior improvements may be constructed, erected, removed or planted nor may any addition, or change, replacement, or alteration be made unless and until approval is obtained from the ARB.

CONTRACTOR HOURS

Contractors "working on projects approved by the ARB" may work from 7:00 AM to 6:00 PM on Monday through Friday. Those same contractors may work on Saturday from 8:00 AM to 5:00 PM if approved by POA staff during POA business hours. No construction work is permitted on Sunday and Holidays (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas).

CONTRACTOR RULES

To have access to Governors Club, all Contractors are required to accept the provisions of the Rules and Regulations pertaining to Contractor and conduct of Contractors such as:

1. General Contractor must bring all changes/alterations/revisions to the ARB prior to execution of a project.
2. The General Contractor's signature on the General Contractor's Agreement indicates that the Contractor has read, understands, and will abide by information in the Packet, as well the ARB Guidelines and Covenants.
3. A clean and orderly construction site must be maintained and, on a daily basis, construction debris and litter must be placed in a dumpster or otherwise appropriately contained.
4. Contractors will not operate devices such as radios and other audio equipment as to disturb the quiet enjoyment of neighboring residences.
5. Contractors are not permitted to use any GCPOA amenities.
6. Contractors may not bring firearms or household pets into the Community.
7. Contractor's vehicles, trailers, and heavy construction equipment that are visible within the Community may not be left overnight on construction sites without the prior approval of the Community Manager, except in the case of an emergency situation (e.g. mechanical breakdown).
8. Contractors are responsible to clean up any debris removed from the jobsite that falls off the truck/trailer.
9. Delivery of household furnishings is allowed on a Holiday and during a Holiday period. Delivery of construction material may not be delivered during such periods.

COMPOSITION OF HOUSEHOLD

Residential units are limited to occupancy of single families. The residents of each single-family residence will be limited to a single housekeeping unit operating a non-profit, non-commercial basis between its occupants, cooking, and eating with a common kitchen, with no more occupants than two (2) per bedroom (Covenants 11.2.8).

DECORATIVE OBJECTS AND HOLIDAY/SEASONAL DISPLAYS

Exterior decorative objects including, but not limited to, sculptures, fountains, lawn art, trellises and the like, will not be placed or installed on the Homesite without prior approval by the ARB **(ARB Guidleines section,S3.25)**

Temporary holiday and seasonal displays are permitted during appropriate times of the year. Flashing lights and decorations with musical components are not allowed **(ARB Guidleines section,S3.27)**

DEER FEEDING

The purpose of the Deer Management Program (DMP) is to mitigate the impact of the deer population in Governors Club on the personal health, safety and property concerns of its residents. In support of this mission, Governors Club residents are expressly prohibited from deliberately feeding the local deer population with the exception of POA approved persons acting within the DMP. Violators will be subject to monetary fines as deemed appropriate by the POA Hearing Panel.

DOGS, CATS & ANIMALS AT LARGE

Animals will not be allowed to run loose at any time, and when walked, must always be on a leash (Covenants, Section 11.4). Owners are responsible for their pets, including controlling excessive barking, and removing their excrement.

1. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot or on the Common Property. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes, and provided that no more than two (2) of any combination of such animals are so kept on a Lot at any time.
2. Exceptions to the leash rules are that pet Owners are permitted to unleash their pets within the Bark Park grounds and also within their own property if they have a functioning invisible fence system.
3. Owners are responsible for adhering to all pet and animal laws established by Chatham County.
4. No dog runs are allowed on Homesites within the Community.

ENFORCEMENT OF DECLARATION, BYLAWS & RULES

The Master Association, through its Board of Directors, will have the power and authority to make, amend, and enforce the Rules and Regulation of the POA. The NC Planned Community act provides that the Association may adopt and amend the rules and regulations (NC 47F-3-102).

The CC&R authorizes the Board of Directors to impose sanctions (penalties) for violations of the Community's CC&Rs and Rules and Regulations. Sanctions include but are not limited to the following:

1. Imposition of reasonable monetary fines,
2. Suspension of a member's voting rights,
3. Suspension of a member's right to use any of the POA facilities,
4. Suspension of services to a member or to an Owner's lot, and
5. Suspension of the vehicle barcodes for gate entry.

FIREARMS

The use of weapons, such as firearms, BB guns, and bow and arrow, is prohibited within Governors Club boundaries, except with the expressed permission of the Board. The use of bow and arrow is only permitted by designated marksmen under the auspices of the Deer Management Committee with the approval of the POA Board. Violators will be subject to monetary fines as deemed appropriate by the POA Hearing Panel.

FIRES

No outside fires are permitted, except in a fire pit and then only with the use of gas. Firewood must be stacked neatly at or on patios and decks or within a natural area.

GARAGE SALES

Garage Sales are not permitted within Community.

GUESTS, TENANTS & VENDORS

Guests, tenants, and vendors must abide by all rules and regulations in force at the time. Residents and Property Owners are responsible for the conduct and actions of their guests, tenants, and vendors.

HUNTING & FISHING

Fishing is permitted in ponds and lakes which are not adjacent to the golf course or behind a resident's home. Only Property Owners and their guests may fish. Guests must be accompanied by the Property Owner. Fishing is on a "catch and release" basis only.

LOT MAINTENANCE

All privately maintained landscape and slope areas shall be kept an acceptable condition. This includes, but is not limited to, control of leaves, health of turf, mulch, weeds, plant material coverage, irrigation, dead/diseased trees, and height of grass.

NO-TRESPASS BY HUNTERS

POA (Resolution 10.19.11.05) authorizes the placement of posts on any lot within our community for the purpose of allowing lot Owners, at their option, to comply with North Carolina General Statues (Section 14-159.7) to post property against Trespass by Hunters. The established ARB guideline that all purple tipped posts will be 2"x 2" treated lumber with a finished height of 44" from the ground.

NOISE & NUISANCE (Revised and Board approved on 03/16/2021)

No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners will be allowed. No Owner will commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner will knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Unit. Residents are urged to avoid noise disturbances before 8:00 AM and after twilight.

PARKING & GARAGE REGULATIONS

The overall intent of the following rules and guidelines is to prevent the permanent parking of vehicles in driveways and to limit the time during which guest or service vehicles may be parked on the street.

1. All family vehicles, other motorized vehicles, recreational vehicles and related recreational equipment must be stored either in garages or indoors. When garages are not in use, garage doors are to remain closed. (Covenants, Section 11.1.3).
2. Permission for a property owner to park a car or pick-up truck in a driveway due to reasonable family circumstances must be obtained in advance from the Community Manager.
    a. As one example of reasonable family circumstances, permission will be given for one car to be parked in a driveway for a child of driving age attending high school or college; with the understanding that it will not be on a permanent basis.
    b. Permission will not be given for a car to be parked in a driveway when any garage is being used for the storage of personal possessions or for any other use which prevents it from being used for car parking.
    c. Any permission given will be reviewed by the Community Manager on an annual basis to ensure that there have been no changes in circumstances.
3. Service vehicles may be parked at curbside or on the driveway for no longer than 8 hours in a 24 hour period.
4. No vehicles may be parked on the street overnight.
5. Guests of a property owner may park their vehicles on the owner's driveway for the duration of their stay.
6. An owner may park their boat or recreational vehicle in a driveway only for cleaning, unloading or loading; and, in any event, for no longer than 24 hours.
7. During snow events, no parking of vehicles on roadways is permitted.

RECREATIONAL VEHICLES

Boats, boat trailers, jet skis, camping trailers or similar vehicles will not be placed, parked or stored outside of any Residence, Condominium Residence, Villa Tract, or Lot, except as specifically permitted in advance by the Community Manager. Except as specifically allowed and approved in advance by the Master Association, no commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, will be placed, parked or stored upon any Villa Tract or Lot.

The Master Association can grant an Owner permission to bring onto the property a boat, boat trailer, motor home, camping trailer, or van upon application by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such vehicle onto the property and park it inside a garage. The Owner will not have his boat outside for more than twenty-four (24) hours preparing it for storage.

RENTING & LEASING OF PROPERTY

In order to verify the right of access to the community and the right to use of the Master Association's Common Areas, an Owner, that rents or leases his or her unit must submit the following at least three (3) business days prior to commencement of the tenancy or occupancy of the unit:

1. An executed rental or lease agreement to the Master Association.
2. A Certificate of Understanding executed by Owner and tenant which stipulates that they have received, read and agreed to fully abide by the ARB guidelines, By-Laws and Rules and Regulations. The Certificate stipulates that the Owner and the tenant are jointly and severally responsible for any fines and penalties incurred for violations of the governing documents in the same manner as an Owner. Should the tenant fail

to comply with the Certificate of Understanding or any other obligation, the Property Owner will be held accountable for the actions of their tenant(s).

3. All tenants are required to register their vehicles with the GCPOA Master Association office and obtain decals.
4. Submission of a Transfer Fee in the amount of twenty five dollars ($25.00) for each leased property payable to the GCPOA, which will be considered an assessment charge against the subject property.

SATELLITE DISHES & ANTENNAS

The placement of a satellite dish is subject to the Federal Communications Commission's (FCC) over-the air Reception Devices (OTARD) rules. However, the ARB requires that Property Owners contact the Community Manager or ARB Administrator to review the proposed location prior to installation. The POA may require ARB approval after review of proposed location. Unless otherwise allowed by FCC regulations, antennas are not permitted unless they are designed and located so as not to be visible from adjoining Homesites, streets, golf club property, common property, or common area.

SCOOTERS, GOLF CARTS & SKATEBOARDS

Golf carts are permitted on the roadways, driveways, and parking areas of the community. Scooters and golf carts are subject to the rules of the road and are not permitted on the sidewalks. Skateboards are not permitted on either the roadways or sidewalks.

SIGNS

The size and design of all signs must be approved by the ARB before a sign is installed. No signs, billboards, advertisements or notice of any kind including "For Sale" or "For Rent" signs will be displayed within Governors Club. Security signs are limited to one (1) small sign in the front yard. One banner not exceeding 15 square feet is permitted on a temporary basis. Banners are not allowed in setbacks, common areas or attached to trees.

Open house or other signs for resale of units are not permitted.

SOLICITATION

No solicitation is permitted within the community.

SPORTING EQUIPMENT & BASKETBALL HOOPS

No basketball structures or fixed sports or play apparatus will be installed or attached on any dwelling or garage. Basket goals that are not on wheels are considered structures and must be approved by the ARB. Portable basketball hoops on wheels must be removed to storage that is screened from public view, at dusk each evening.

Bicycles, tricycles, skateboards, other wheeled vehicles, toys, hockey goals and bicycle or skateboard jumps, and any other portable recreational property must be stored outside of public view by dusk each evening. Owners are responsible to the association and/or neighboring Property Owners for any damage to the common areas and or neighboring properties that might result from the actions of their children, guests and/or children of tenants.

TOWING POLICY

The Master Association shall have the right to authorize the towing of any vehicles which are:

1. In violation of the governing documents.
2. Unauthorized to park in the common area parking lots, which are for temporary parking only unless otherwise noted.

TRAFFIC REGULATIONS

All State of North Carolina Motor Vehicle statutes are hereby adopted by the POA and will apply to all roadways within the Community.

1. The posted speed limit on roadways within the Community is 25 MPH.
2. Traffic signs regulations apply to all vehicles including, but not limited to, resident-owned and commercial vehicles, and service trucks.
3. No vehicle will be operated in a manner that is unsafe or presents a danger to the safety of persons and/or property.
4. All vehicles will be licensed and operated as required North Carolina Motor Vehicle Code including noise abatement.

TRASH DISPOSAL

All trash, garbage and other waste must be kept in sanitary containers and within an enclosure except during trash collection. Garbage should be placed curbside no earlier than noon on the day prior to the scheduled pick-up day. Garbage will be placed in covered containers provided by the property Owner or in containers furnished by the waste collection contractor.
Garbage containers must be removed from the curb and out of view by the end of the day of pick up.
Dumping or burning of trash, rubbish or other waste is not allowed (Covenants, Section 11.2.4).

TREE REMOVAL

In reviewing building plans, the ARB takes into account the natural vegetation, such as trees and shrubs, located on or near a Unit, and will encourage the Owner to incorporate them in his landscaping plan. No Lot may be cleared without the prior written approval of the ARB. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade will be cut or removed without the prior written approval of the ARB. If a tree is removed, the ARB may request the Owner to replace it with another tree of similar type.

USE OF COMMON AREA

Community use of the POA Building is intended for Governors Club Property Owners. Any use by non-Governors Club or groups requires the written permission of the POA Board. The POA reserves the right to amend any and all of the below terms, conditions and fees without prior notice. These policies have been established to enable residents to reserve and enjoy the POA Building while assuring that the rights of fellow residents are protected. To make reservation arrangements, or to obtain further information, please contact the POA office.

- The use of the POA Building may be reserved by a resident for a social function. In general, use of this common area facility for social function will be on a first come basis.
- POA business takes priority during normal business hours, at which point, a resident's pre-scheduled event could be cancelled.

- Property Owners or their tenants for parties or other functions on a pre-arranged reserved basis are subject to the terms and conditions set forth in the Rental Agreement.

USE RESTRICTIONS

All provisions of the CC&Rs and ARB Guidelines not referenced in this document remain in full effect and must be adhered to by all Property Owners and Tenants. Article 11 of the CC&Rs references Use Restrictions, which have been included in this document. Other items listed under Article 11 are below:

1. Garages
2. Landscaping Maintenance of Lots
3. Subdivision of Lots
4. Setbacks
5. Lots adjacent to the Golf Club
6. Fences, Walls and Hedges
7. Swimming Pools
8. Clotheslines
9. Residence Graphics
10. Garbage and Trash Containers
11. Nuisances
12. Storage, Accessory Buildings, Utility Enclosures, and Waste Receptacles
13. Landscaping
14. Outdoor Equipment
15. Setbacks
16. Storage, Accessory Buildings, Utility Enclosures

DISTRIBUTION OF VEHICLE PERMITS (Barcodes)

Barcodes are exclusively available to vehicles of the following individuals:

- Registered property owners
- Lessees whose names appear on a house rental agreement
- Relatives and children of the aforementioned parties
- Caregivers
- POA and Country Club Employees
- POA Approved Service Providers
- Non-Resident Country Club Members

New residents must show evidence of current property ownership or evidence of a signed lease agreement (for six months or more) of a home in Governors Club, and a valid driver's license of the lessee(s) will be required prior to the distribution of a bar code. All other individuals permitted to receive a bar code may be required to show a valid driver's license and/or proof of employment/club membership/family relationship.

The current fee is $10.00 (cash or check) per barcode and can be obtained at the POA office. Fee must be collected at time barcode is issued and vehicle must be present.

All other visitors of a household must be entered into the POA gate access software and obtain a pass at the gate prior to entering Governors Club. See the POA website and click on GATE to enter the POA gate access software. The list of permanent visitors should be limited to no more than ten service providers and guests.

APPENDIX 1 - DEFINITIONS

- ARCHITECTURAL REVIEW BOARD (ARB) - Means and refers to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of improvements within the Property.
- ASSOCIATION – Governors Club Property Owners Association, consisting of all deeded members and lots located in Governors Club.
- BOARD OF DIRECTORS (Board) - elected or appointed Directors of the Property Owners Master Association and provided for in the By-Laws.
- CC&RS – Governors Club Covenants, Conditions and Restrictions are limitations and rules placed on a group of homes by the Property Owners Association.
    - COMMON AREA – Means and refers to any and all real property and easements and any interests therein together with the facilities and improvements owned by the Association. Common Property is intended for the common use and enjoyment of Owners, and which are identified and dedicated to the Master Association on any recorded subdivision plats of the Property, or conveyed to the Master Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.
- COMMUNITY – The subdivision representing the Governors Club Property Owners Association.
- CONTRACTORS - Person(s) who contracts to furnish supplies or perform work at a certain price or rate – for example: lawn and landscaper service providers, roofers, arborists.
- DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R) – Governing document which spells out the essential elements of Ownership, establishes protective standards, restrictions and obligations.
- GUEST – Means any invitee of a deeded member or the invitee of a tenant.
- LOT - Means and refers to any lot located within the areas of Governors Club designated as a "Village Home Lot," a "Single-Family Lot," a "Club Cottage Lot," a "Villa Lot" or a "Patio Home" on the Development Plan or any amendment to the Development Plan, or shown on the recorded plats of the Property.
- MASTER ASSOCIATION - Means and refers to Governors Club Property Owners Association, Inc., a North Carolina corporation, not-for-profit, its successors and assigns.
- MASTER ASSOCIATION PROPERTY - Means and refers to all real and personal property, other than the Common Property, which may be acquired by the Master Association for the benefit and private use and enjoyment of all Owners.
- MEMBER – Means any natural person, firm, corporation, trust or legal entity that has, acquired a deed property located in the Governors Club.
- MEMBER IN GOOD STANDING – Means a deeded member who has paid in full all outstanding dues, assessments, fines, fees, citations, finance charges, legal fees, and restitution for damages.
- POA – Governors Club Property Owners Association also referred to as the Master Association.
- PROPERTY OWNER – Also means and refers to a Member of the Property Owners Association.
- RESOLUTION - A resolution is a motion of the Board which is formally adopted by the Board of Directors and stands as a legal document. Resolutions may enact rules and regulations or formalize other types of board decisions.
- UNIT – Means and refers to a single family residence.

GOVERNORS CLUB

Governors Club Property Owners Association

ARCHITECTURAL REVIEW BOARD

GUIDELINES

&

PROCEDURES

Revision 5/2021

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Section One (S1)

Philosophy

S1.1 GOVERNORS CLUB OBJECTIVES. Governors Club was created by the Covenants and Restrictions for Governors Club[1] (*Covenants*). The objective of the Governors Club was to be a unique community in harmony with the Edwards Mountain natural environment pursuant to a general plan and uniform scheme of development of the Property[2] and to create within the Property a residential community of high quality and harmonious Improvements.[3]

S1.2 ARB'S FUNCTION. To assure that the objective of the Governors Club was achieved, an Architectural Review Board (ARB) was established as a permanent committee of the Governors Club Property Owners Association (POA or Master Association). The ARB's function is to administer and perform the architectural and landscape review and control functions of the POA and other Associations[4] within the Governors Club. Accordingly, the *Covenants* provide that no Improvements or Alterations may be constructed, erected, removed, or planted, nor may any addition, or exterior change, replacement, or Alteration be made, unless and until, the approval thereof is obtained in writing from the ARB.

S1.3 STANDARDS: THE ARB GUIDELINES AND PROCEDURES. Maintaining high standards of excellence at Governors Club requires attention to many details. Therefore, the ARB has published these Guidelines and Procedures (*Guidelines*) to assist the Property Owner, Homeowner, Architect, Landscape Architect, and General Contractor in designing and developing projects that will be harmonious with the character of Governors Club and compatible with the existing neighborhood in which they are sited. These *Guidelines* also serve as an aid for current and future ARB members and POA Staff to strive for consistency in the design review process. The design concepts and implementation techniques set forth in these *Guidelines* are not meant to discourage unique design solutions. Rather they embody the intent of the findings that must be made for design review Applications (See "Building in Governors Club: The ARB Procedure," **Section 4**), and serve as the basis (along with those requirements set forth in the *Covenants)* on which the ARB membership makes its decisions.

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[1] Restated Declaration of Covenants and Restrictions for Governors Club, compiled March 2001, as amended from time to time.

[2] Meaning and referring to all of the real property that is subject to the *Covenants.*

[3] Improvements, are defined in the *Covenants* as meaning and referring to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, pool, Alteration, screen enclosure, sewer, draining, disposal system, satellite dishes, antennas, electronic and other signaling device, decorative building, landscaping or landscape device (including, existing and planted trees and shrubbery) or object.

[4] The other Associations within Governors Club include without limitation: Club Cottage Maintenance Association, Stone Brook Maintenance Association, Tryon Courte Maintenance Association, Vance Villa Maintenance Association, Governors Square Maintenance Association, and Walker Falls Maintenance Association.

S1.4 EXCEPTIONS. It may be that not all of the *Guidelines* will be appropriate for, or applicable to, all projects. An exception to the *Guidelines*, or if permitted therein an exception to the *Covenants*, may be granted only when the ARB is convinced that it is justified as reasonably necessary; is generally in conformance with the objectives of Governors Club; will not unduly interfere with neighbors' enjoyment; is the best resolution of the situation; and/or is in the best interest of the community. Any exception to the *Guidelines,* or if permitted therein an exception to the *Covenants,* that is granted, is deemed to be unique and does not set a precedent for future decisions of the ARB.

S1.5 COMPLIANCE. Property Owners are expected to review these *Guidelines* and the *Covenants*. Ultimately, it is the responsibility of Property Owners and Homeowners, and not the ARB or the POA, to ensure that their project complies with the *Guidelines* and *Covenants*, as well as with all applicable laws, codes and ordinances of any governmental agency or body having jurisdiction over the project.

S1.6 COMMENTS AND RECOMMENDATIONS. Property Owners are encouraged to make comments and recommendations in writing so that they may be fully addressed.

Section Two (S2)

Introduction to the Architectural Review Board (ARB)

S2.1 FIRST CONTACT WITH THE ARB. Plans for construction of Improvements and any Alterations to existing Improvements must be submitted to the ARB for design approval prior to proceeding. Therefore, anyone contemplating construction of Improvements, or any Alterations to existing Improvements, is encouraged to be in contact with the ARB early in the process at the following address:

Architectural Review Board
c/o Governors Club Property Owners Association, Inc.
10134 Governors Drive
Chapel Hill, NC 27517
(919) 942-0500

S2.2 ARB MEETINGS & REQUIREMENTS. The ARB meets regularly to review all Applications. Final Drawings must be sealed by a North Carolina licensed Architect or Landscape Architect as appropriate, and it is required that the Architect and Landscape Architect of record present the drawings, plans and specifications to the ARB. The General Contractor or Project Manager must attend Final Presentation to the ARB. Property Owners are encouraged to attend those ARB meetings during which their plans are presented.

S2.3 PROFESSIONALS CEASE INVOLVEMENT IN PROJECT. General Contractor, Architects, and Landscape Architects must contact and inform the ARB in writing, if they are no longer working on, or otherwise cease to be involved with, or disassociates from, a project for which an Application has been made to the ARB for approval. Notification should be sent to the POA Staff.

S2.4 PURPOSE OF DESIGN REVIEW PROCESS. The ARB has a comprehensive design review process to assure the objectives of the Governors Club are met. The ARB reviews Applications and design documents for all new Improvements and Alterations to existing Improvements at Governors Club. Each Application is evaluated on its own merits with reasonable flexibility for design function and creativity.

S2.5 GOALS OF DESIGN REVIEW PROCESS. The following goals guide the review and approval of all Applications:

- **a.** To preserve, protect and enhance the existing semi-rural woodland environment of Governors Club.
- **b.** To enhance the quality of Improvements by encouraging high standards in architectural and landscape design.
- **c.** To achieve neighborhood compatibility for all projects.
- **d.** To respect public view planes of the community, and to be considerate of private view planes.
- **e.** To attain architecture and landscaping that respects the privacy of immediate neighbors.
- **f.** To ensure that grading and development are appropriate to the site, and to avoid, where possible, long-term visible scarring of the landscape.
- **g.** To preserve and protect native, aesthetically valuable vegetation, and to ensure adequate and appropriate replacement of vegetation loss.

S2.6 GOOD NEIGHBOR POLICIES. Cooperation among neighbors can lead to the best solutions to problems that may arise. The ARB supports and encourages a neighborly approach to solving problems through consensus of the parties involved.

Those contemplating construction of a new Improvement, or Alteration of an existing Improvement, are encouraged to:

- **a.** Consider the proposed design of the Improvement within the context of the neighborhood.
- **b.** Discuss the proposed plans with neighbors.
- **c.** Consider mutual neighborhood privacy in all aspects of the house design and site layout - including noise and lighting.
- **d.** Consider the neighbors' point of view in the placement and architectural appearance of the Improvement, or the addition to an existing Improvement.

S2.7 ARB AUTHORITY. The authority of the ARB is set forth in the *Covenants*. The ARB is a Committee of the POA Board of Directors, operates in addition to the other building regulatory agencies, and does not supersede governmental authority. The ARB is responsible for carrying out its duties on behalf of the POA for the benefit of all of its members. Accordingly, the ARB has the right to approve or disapprove all architectural, landscaping, and siting of any proposed Improvements within the community, as well as the general plan for development of all lots within the community. The ARB is authorized to disapprove any plans and specifications that are not suitable or desirable, in the ARB's sole discretion, for aesthetic or other reasons. (See Exhibit **K**, *Covenants*, Article 10, Architectural and Landscape Controls).

The ARB relies upon both the *Guidelines* and the *Covenants* for direction in approving or disapproving each Application on a case-by-case basis. Not every decision can reference a specific provision of the *Guidelines* and/or the *Covenants* and, instead, the collective judgment and discernment of the ARB members is required.

S2.8 SCOPE AND PERSPECTIVE. In reviewing plans and applications, the ARB considers such factors as the suitability of the proposed Improvements, the materials to be used, the site and the siting of the Improvements thereon, and the resulting harmony with the surrounding area, and effect on adjacent or neighboring properties.

S2.8.1 Neighborhood Design Harmony & Balance. To preserve the fabric of the community as a whole, it is necessary for projects to be reviewed in the context of the individual neighborhood, as well as Governors Club at large. The design of each residence directly impacts every neighbor. Each of the four Elevations of every residence must be articulated and landscaped to be aesthetically pleasing from every angle of view. The relationship between surrounding structures and their settings must be compatible so that the effect of all structures taken together is aesthetically pleasing, thereby keeping the neighborhood in harmony and balance.

To ensure that development will be compatible and in harmony with the community, the ARB will consider size, mass, bulk, and scale of existing and proposed Improvements in relation to lot size and Improvements on near-by properties.

S2.8.2 Views Considered. The ARB is committed to the protection of public views of, and/or from, the golf course, and of the lakes, and the consideration of private views of the golf course, the lakes, and of the view plane vista. Thus, the siting of Improvements in relationship to existing Improvements, the golf course, lakes, and

public roads will be taken into account to determine the impact upon views, both public and private.

S2.8.3 Minimizing Visual Impact. Building materials and colors shall minimize the visual impact of the Improvements from the public roads, so as to be compatible with existing landforms and vegetative cover. Natural exterior materials and features are therefore desired. Materials with a high reflectivity value shall be minimized. To contribute to the semi-rural woodland character of Governors Club, site lighting shall be minimized and used efficiently to aid safety and security while complementing the architectural character of Improvements.

S2.8.4 Maintain Natural Environment.

- **a.** Landscaping shall reinforce the retention of natural spaces and vegetative patterns that define the natural woodland that is characteristic of Governors Club.
- **b.** Site development plans should demonstrate a diligent effort to retain as many significant trees as possible. Smaller, healthy trees should be left to promote future woodland.
- **c.** Landscaping approaches that typify many suburban localities where substantial lawns are prominent are discouraged.
- **d.** The topography shall dictate what is built on each property. Projects shall be designed to be compatible with the natural features of the site. Thus, cutting into hillsides and sloping terrains to make level areas shall be minimized.
- **e.** Projects that retain unique or special features of the site, such as landforms and rock outcroppings are encouraged.

S2.8.5 ARB Involvement Throughout Entire Project. The ARB remains involved in each project through the approval/disapproval of a Certificate of Compliance and can direct changes needed to conform project elements to *Guidelines/Covenants* standards throughout that period.

S2.9 MEMBERS. The Covenants require that a minimum of five members be appointed by The Board of Directors of the POA. ARB members should consist of a balance of lay people and professionals with experience in architecture, construction, and landscaping. Generally, the ARB has five Governors Club Property Owners; two Architects and two Landscape Architects (any of whom may also be Property Owners); and one to three Alternates.

Property Owner terms are three years, with a maximum of two consecutive terms. The POA Board of Directors may, at its discretion, make an exception to term limits.

S2.10 VOTING. The Covenants require the Board appoint a minimum of five (5) Governors Club owners or Community Residents to be voting ARB members ("Voting ARB Member"). The Board of Directors may appoint up to (4) four professionals to serve as non-voting advisory members of the ARB, which professionals with experience in architecture, construction, and landscaping ("Advisory ARB Member"). One POA Director shall serve as a liaison to the ARB ("Board Liaison") and the Board Liaison will not have voting authority so as to preserve the integrity of the appeal process to the Board of Directors. No ARB members shall serve simultaneously on the ARB and on the GCPOA Hearing Panel.

Terms for Voting ARB Members are three years, with a maximum of two consecutive terms. The POA Board of Directors may, at its discretion, make an exception to term limits.

Although the *Covenants* provide that any 3 members constitute a quorum to transact business at any meeting, the ARB by practice endeavors to have at least five members present when conducting business of which at least three are property owners. A majority vote of those present is required for action. Unless a vote is unanimous, numerical votes for and against a motion will be recorded in the ARB Meeting Minutes, and individual ARB members may request that their vote be recorded by name. The POA Board of Directors has the power to review a denied Application.

If a member has a conflict of interest with an Application that is before the ARB, the member must recuse him or herself from voting during the review of that Application, and not be counted for purposes of a quorum (See ARB resolutions in the Appendix, Exhibit **J**, Conflict of Interest, involving ARB Members).

S2.11 ARB MEETINGS & SUBMITTALS. The ARB meets regularly to review Applications within 30 days of receipt of all required information. Generally, the ARB meets on the 2nd and 4th Monday of each month, except in December the ARB meets the 2nd Monday only. Any documentation and/or material to be considered at a meeting must be submitted to the POA Staff before 5 PM on Monday one week prior to the meeting. Applicants* shall contact the POA Staff for a submittal appointment no later than 5 PM on Friday before submittal Monday.

S2.12 DISCUSSIONS OUTSIDE OF MEETINGS. Private discussions between applicants, and/or their representatives, and individual ARB members, or groups of ARB members, do not reflect the consensus of the entire ARB, and may not be construed as an interpretation of ARB policies or positions vis-à-vis Applications.

S2.13 RESPONSIBILITIES OF THE ARB.

- **a.** Establish architectural and landscape criteria and exterior design themes for the community.
- **b.** Establish design review criteria for the enhancement of the community.
- **c.** Require high standards of design and quality construction.
- **d.** Establish fees for the review of Applications.
- **e.** Adopt policies and rules, and amend design review criteria and the *Guidelines* as may be required from time to time, per Article 10.1.10 of the *Covenants*.
- **f.** Maintain copies of design documents and related records.
- **g.** Inform the Board of Directors of the POA regarding activities of the ARB, and changes in criteria as they may occur.
- **h.** Enforce the architectural and landscaping provisions of the *Covenants* and *Guidelines*.
- **i.** Respond to the applicant in writing by depositing the ARB's decision with the U.S. Postal Service no later than thirty (30) days after receipt of all information required by the ARB for final review (unless the applicant waives this time requirement). In the event the ARB fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written Waiver), the plans and specifications shall be deemed approved by the ARB.

***Unless otherwise specified, for purposes of this document (*ARB Guidelines*) the term "applicant" is synonymous with "property owner"; "owner"; "homeowner"; and/or "representatives" or "agents" of the Property Owner, Owner, or Homeowner.**

S2.14 *PROPERTY OWNER RESPONSIBILITIES. Approval by the ARB of an Application does not constitute assumption by the ARB of, or liability for, Property Owner's responsibilities. Even if the ARB has approved an Application and it is subsequently determined that the Property Owner has not complied with one or more of the Property Owner's responsibilities, the ARB may require the Property Owner to remedy any construction and/or installation of Improvements made in violation of Property Owner's responsibilities. The Property Owner's responsibilities include, but are not limited to, the following:

- **a.** Preparation of Application, drawings, plans and specifications, and the making of all Improvements in compliance with the *Guidelines* and *Covenants*.
- **b.** Review and understanding of all requirements set forth in the Contractor's Agreement, including fines that may be imposed per the Fine Schedule (a copy of the Contractor's Agreement with Fine Schedule is attached as Exhibit M).
- **c.** Payment of all application and review fees, road usage fees, and fines assessed for noncompliance with the *Covenants*, *Guidelines*, or Rules and Regulations.
- **d.** Performance or quality of work of any Architect, Landscape Architect, General Contractor, or sub-contractor used by the applicant to prepare any Applications, Drawings and/or to construct any Improvements.
- **e.** Compliance with all applicable laws, codes, and ordinances of any governmental agency or body having jurisdiction over the project.
- **f.** Responsible for all surface and subsurface soil conditions, drainage and grading requirements, and environmental restrictions.
- **g.** Determination of structural, mechanical, electrical, and all other technical aspects of a proposed project.
- **h.** Accuracy and completeness of all Applications, drawings, plans, specifications, certificates, stakeouts, and surveys.
- **i.** The quality, fitness, or suitability of the design or materials specified in plans for the intended use.
- **j.** Obtaining all required permits before the commencement of construction.
- **k.** Approval by any governmental agency or body of drawings, plans, specifications, and/or construction, which includes the Certificate of Occupancy.

Section Three (S3)

Governors Club Design Standards

S3.1 QUALITY DESIGN AND CONSTRUCTION. Homes in Governors Club must be designed in conformity with the standards, requirements, and guidelines set forth in the Covenants and these Guidelines. The emphasis is on the aesthetics of the exterior architectural design and a compatible landscape design preserving the natural character of the site. Superior quality construction using natural materials such as stone, wood, stucco, and brick is expected. In addition to the standards set forth in the Covenants, specific minimum standards are set forth below.

S3.2 DECLARATION OF COVENANTS & RESTRICTIONS, AND ARB GUIDELINES. Before designing and developing a home, in order to comply with their obligations, the Owner, Architect, Landscape Architect, and General Contractor should carefully read the *Covenants* and these *ARB Guidelines*.

S3.3 VILLAGE COMMUNITY SUPPLEMENTAL GUIDELINES. There are special color palettes, and architectural and landscaping requirements for building in some Governors Club neighborhoods, also known as Village Communities (Morehead Forest, Governors Square, Tryon Courte, Walker Falls, Club Cottages, Vance Villa Homes, and Stone Brook). For these communities, see the POA Staff for Supplemental Guidelines. In Governors Square, Walker Falls and Club Cottages, Improvements must be situated on the lot in accordance with the recorded Plat. Governors Square, Tryon Courte, Walker Falls, Stone Brook, Club Cottages, and Vance Villa Single Family Homes are based on Models designed for each respective community. Due to intellectual property rights law, plans may not be copied and/or given out to anyone by the POA Staff. Property Owners should contact the architectural firms that created the original Models for copies.

S3.4 VILLAGE COMMUNITY ADVISORY PANELS (VCAP). Architects are responsible for following Village Community Supplemental Guidelines. Stone Brook, Tryon Courte, and Walker Falls have Architectural Advisory Panels that review plans submitted for their respective Village Communities. In the future, other Village Communities may decide to form Architectural Advisory Panels. Village Community Architectural Advisory Panels may make recommendations to the ARB in writing regarding adherence to, and/or deviation from, the accepted Model design Elevations and Site Plan on which the Improvement is based. These recommendations will be part of the final presentation to the ARB. The ARB has the final decision on all applications, barring an Appeal to the POA Board of Directors.

S3.5 DWELLING SIZE, MINIMUM STANDARDS, AND USE RESTRICTIONS. Absent a permitted Variance granted by the ARB, all residences shall conform to the Use Restrictions including, without limitation, the minimum square footage, maximum footprint, setbacks, roof overhangs, and golf course, lake and wetland buffers, as set forth in Article 11 of the *Covenants* (See Appendix, Exhibit **K**, *Covenants,* Article 11, Use Restrictions). The footprint of each home shall be compatible with the site, the neighborhood, any approved plans, and any footprint

location as may be on a recorded Plat (e.g. Governors Square, Walker Falls, Club Cottages). The ARB may limit the maximum footprint.

S3.6 EXTERIOR ELEVATIONS.[5]

Exterior Elevations will be reviewed for architectural design, color, materials, and for aesthetic appearance in terms of the overall dwelling, and its relationship to other homes.

a. Design should be site specific, and should take advantage of the natural setting. For example, a sloping site may provide opportunity for a design stepped to follow the topography. The lay of the ground should dictate what is built on it. The amount of cutting into hillsides and filling slopes to make level areas is to be minimized. Any home with a three-story elevation will be closely scrutinized to make sure it fits the natural topography, and is compatible with other Improvements in the neighborhood.

Plans are to address the total design approach of the home including front, rear, and side Elevations. Review of exterior design will be based upon the overall design themes within a neighborhood, with consideration of mass and scale; materials, textures, colors and finishes; continuity between primary design elements and secondary surface treatments; placement of windows, doors and openings; vertical and horizontal lines; and roof pitches. Large expanses of blank walls are discouraged.
Preferred exterior features and materials shall include horizontal wood siding, shakes or shingles, natural stone, brick, stucco, masonry/stucco chimneys and pitched roofs.

b. The ARB may refuse approval of plans for new construction, or for Alterations to existing homes or homesites, in whole or in part, including on purely aesthetic grounds, where, in its sole judgment, such action is required to maintain the Governors Club standard of architectural excellence in exterior materials and design.

S3.7 EXTERIOR COLORS AND MATERIALS. [6]

S3.7.1 Earthtones for Exterior Colors Preferred. The intent is for the individual house to blend into the natural setting. Dark colors achieve this effect better than light colors. Stains are preferred to paints. Roof colors should not contrast sharply with the rest of the house, and dark roof colors are preferred. Garage doors are to be the same color as trim or siding, as specifically approved by the ARB.

S3.7.2 Light Reflective Value (LRV) for Siding. The base color for painted brick, painted siding, and stucco exterior walls is to have a Light Reflective Value of no more than 55% for Village Community lots and no more than 74% for Estate lots.

S3.7.3 Light Reflective Values (LRV) for Fascia & Trim. The color selected for fascia and trim is to have a Light Reflective Value of no more than 74%. Earthtone colors for all fascia and trim are preferred.

S3.7.4 Materials Approved for Select Applications. The selection of exterior materials shall be harmonious with the architectural motif of each dwelling unit, and the community development as a whole. Natural materials are preferred over synthetic materials. Depending upon the specific application, the following materials are approved (Approved Materials):

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[5] For Morehead Forest, Governors Square, Tryon Courte, Walker Falls , Club Cottages, Vance Villa Single Family Homes and Stone Brook, see the POA Staff for Supplemental Architectural Guidelines or go to www.governorsclubpoa.com.

[6] See footnote 5 above.

a. WOOD (Cypress/Cedar/Redwood): Cedar shakes or shingles; tongue and groove siding. Board and batten lap siding will be considered on its own merit on a case-by-case basis.

b. PLYWOOD/CLAPBOARD: Will be considered on its own merit on a case-by-case basis.

c. STUCCO AND SYNTHETIC STUCCO: Approval is subject to application, texture, and use of other primary, secondary, or decorative treatments. Note: For synthetic stucco ("EIFS") - only drainable EIFS will be permitted.

d. MASONRY: Natural stone; brick; concrete block with approved surface treatment. Synthetic stone will be considered on a case-by-case basis. To be considered for approval, a sample section of synthetic stone must be installed on the structure for on-site review by the ARB. This sample section must wrap a minimum of 2 feet around a corner, and must utilize preformed corner pieces, if stone is less than 4" thick.

e. WINDOWS: Wood, aluminum frame, PVC clad, or painted.

f. GLASS BLOCK: Translucent glass block will be approved on a case-by-case basis and may not be installed until approved by the ARB. A catalog photo and specifications of proposed translucent glass block design must be submitted to the ARB for review.

g. GARAGE DOORS: Wood, insulated steel or aluminum; relief design required.

h. CHIMNEY: Exterior to be masonry or stucco. Flues for all wood burning fireplaces and wood-burning stoves must include spark arrestors. Spark arrestors and chimney caps are to be unobtrusive and appropriately proportioned. Any flue pipe at the chimney top is to be concealed unless it is an approved design feature.

i. CEMENTITIOUS SIDING (e.g. Hardie Products): In addition to trim, dormers or accents, cement fiber board of 5/8" thickness is approvable for both lap and shakes for large areas of the home.

j. SYNTHETIC DECKING MATERIALS: Engineered, synthetic decking materials, in lieu of pressure treated pine or other natural wood on decks, are acceptable on all Single Family homes but must be approved by the ARB.

S3.7.5 Unapproved Materials. The following exterior materials are not considered to be within the scheme and plan of development of Governors Club and are not approved for siding: metal, fiberglass, plastic, vinyl, asphalt or flagstone (used for siding); decorative concrete block; exposed concrete block; logs (imitation or otherwise, except for landscaping purposes, but only when approved by the ARB); vinyl or aluminum clad fascia; certain types of imitation stone and brick. However, high quality simulated materials (e.g., stone and brick) will be considered on their own merit, on a case-by-case basis, by the ARB.

S3.7.6 ARB Has Final Approval on All Colors & Materials. The ARB shall have final approval of all exterior colors and materials. Exterior colors, which in the opinion of the ARB would be inharmonious, shall not be permitted.

S3.8 ROOFS AND ROOF MATERIALS.[7]

S3.8.1 Roof Pitch & Overhangs. Roofs should generally slope at a minimum of 5 in 12 pitch. Lower pitched and flat roofs are discouraged, except where the ARB deems the roof to be harmonious with the house design and the surroundings, and fits the natural topography of the proposed site. Roof overhangs are encouraged.

S3.8.2 Roof Materials. All roofing materials must be approved by the ARB, and will be reviewed on a case-by-case basis. Recommended roof surfacing materials are: asphalt shingle (must have a minimum 50 year minimum warranty and 250 lb. weight), cedar shakes, cedar shingles, natural slate, or tile. Use of anodized aluminum and copper seamed roofing is

[7] See footnote 5 above.

limited to small areas. To be considered for approval, mineral surfaced asphalt shingles must have an enhanced shadow line. The ARB has the right to disapprove any roofing material or color choice that it deems to be inharmonious with the house design, surroundings, or the community as a whole.

S3.8.3 Gutters & Downspouts. Gutters and downspouts should be copper or metal painted to match the trim or siding (as specified on application and approved by the ARB). Any proposed leaf guards must either be compatible with the roof color or painted to match the gutter.

S3.8.4 Roof Stacks, Flashing, Plumbing Vents, Chimney Caps. All roof stacks, plumbing vents, flashing, spark arrestors, and metal chimney caps shall be painted to match roof color or have a dark dull finish. For flashing, anodized aluminum (color to blend with roof) or copper is recommended. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible.

S3.8.5 Solar Collectors; Wind Systems.

- **a.** Applications and Plans (sealed by a NC licensed Architect or Professional Engineer) shall be submitted to the ARB for all Fluid Solar Collector (FSC) systems.
- **b.** FSC shall be allowed on roofs only, with faces parallel to roofing, with maximum height of 6" above roofing.
- **c.** FSC area shall generally not exceed 40% coverage of the roofing panel on which FSC is installed.
- **d.** FSC piping external to collectors shall be concealed (i.e. below roof construction, or within framing).
- **e.** FSC color shall be compatible with roofing color.
- **f.** FSC piping and wiring shall comply with all applicable codes, including plumbing and electrical, and shall be approved by Chatham County Inspection Department. A Certificate of Compliance inspection may be required by the ARB following completion.
- **g.** Applications and Plans (sealed by a NC licensed Architect or Professional Engineer) shall be submitted to the ARB for all Photovoltaic Solar Collector (PVSC) systems on roofs only, and shall be considered on an individual basis.
- **h.** Wind driven systems for electrical generation for residential use are not permitted.

S3.8.6 Antennas. Unless otherwise allowed by FCC regulations, antennas are not permitted unless they are designed and located so as not to be visible from adjoining Homesites, streets, golf club property, common property, or common area. Prior written approval of the ARB is required, and the ARB is to conduct an inspection after installation.

S3.8.7 Satellite Dish. The placement of a satellite dish in Governors Club is subject to the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) rule. However, the ARB requires that Property Owners contact the Community Manager to review the proposed location prior to installation. For requirements relating to the installation of satellite dishes see **S3.23.4.**

S3.8.8 Skylights & Solar Tubes. Skylights and solar tubes will be considered on a case-by-case basis.

S3.9 DESIGN DUPLICATION.

S3.9.1 Design Repetition Restrictions. Applicants should select building sites and home plans so as not to construct repetitious designs. Similar designs or design duplications are discouraged and will not be approved without sufficient variations in Elevations, exterior

colors, materials, finishes, trim, and detailing. Architects must certify that the color(s) of the house complies with *ARB Guidelines.*

S3.9.2 Design Repetition Prohibitions. Elevations that are similar in appearance are prohibited on any four adjacent Homesites; any three Homesites immediately across the street; any three Homesites on a cul-de-sac - except in unified design phases: Governors Square, Tryon Courte, Walker Falls, Club Cottages, Vance Villa Single Family Homes and Stone Brook.

S3.9.3 Individual Design Approval Is Not An Approval For Multiple Sites. The approval of plans, materials, or colors for a specific site does not imply approval for another building site.

S3.10 GRADING AND DRAINAGE.

S3.10.1 Approval Required Before Clearing. No grading or clearing of trees, or excavating shall commence until Site Plans and specifications showing the nature, kind, shape, and location of work have been submitted, and approved by the ARB, and the final stakeout on site has been approved by an ARB Representative. (See **S6.2**).

S3.10.2 Tree & Safety Fencing. To protect trees that are to remain on the site, tree fencing shall be used to protect groups of trees and any other individual specimens. Safety fencing shall be used to mark the perimeter of the building envelope. (See **S3.20.12**)

S3.10.3 Cut Slopes & Fill Slopes. Cut slopes and fill slopes should be kept to a minimum, and designed to complement the natural topography of the site. Fill shall not be deposited at any location without prior ARB approval. Cut or fill areas shall be replanted with plant materials which shall blend with native vegetation.

S3.10.4 Tree Removal Restrictions. In no case shall any tree be removed if it is 4" or more in caliper (diameter) measured 2' above natural grade, without approval of the ARB. (See **S3.20.3** regarding which trees must be shown on the survey).

S3.10.5 Erosion Control & Prevention Requirements. No excavation, re-grading, or digging shall commence until erosion control plans are approved by the ARB. The ARB may ask for the POA's consulting, licensed Civil Engineer for an opinion, and a designated ARB Representative has approved the final stakeout on site. Proper execution of the erosion control plans shall ensure that sedimentation runoff will be prevented or retained on site, and will not go off the homesite property. The applicant shall provide construction devices, silt fences, stepped terraces, or other forms of erosion control as may be required by the ARB.[8] The General Contractor will install erosion prevention measures as indicated on approved Final Site and Grading Plans, on 3:1 slopes or greater. If a sediment retention area is required, a landscape plan must be submitted showing the restoration of this area and all disturbed slopes.

POA Drainage Plans which solely affect POA property do not need to be reviewed by the ARB.

S3.10.6 Finished Floor Level Elevation Requirements. All buildings will be completed at a finished floor elevation compatible with the surroundings and as designated on ARB approved plans. Revisions to grading, or floor level elevations, including garages, must be approved by the ARB prior to execution.

[8] Read Storm Water Management Policy and the current civil engineering requirements policy. See POA Staff for a copy of these documents.

S3.10.7 Homesites Bordering Lakes and Streams. For Homesites bordering lakes and streams, plans must provide for retention of a minimum of 1" of surface water run-off from all impervious paved surfaces in accordance with Article 11 of the *Covenants* and as allowed by the Chatham County Watershed Protection Ordinance (see S3.21.2 below for more specific reference).

For Homesites bordering Golf Course property, Owners are responsible for obtaining Golf Club approval as to drainage impact. Owners (or their contractor) must have completed the form attached as Exhibit O entitled "Golf Course Drainage Plan Consent Form" before beginning any improvements.

S3.10.8 Storm Water System Requirements. During construction, and after completion of the Improvements, storm water management is the Property Owner's responsibility in perpetuity. The volume and velocity of storm water runoff on the steep slopes of Edwards Mountain are significant. Improvements and diversion increase both. Landscape Architects and Owners must consider drainage area and future uphill Improvements, and shall design all storm water systems to reasonably attempt to handle the total future volume and velocity of storm water. Storm water that has been collected or diverted must be managed so that it does not adversely affect other property. Highway grade rip rap may not be used in diversion ditches, drainage channels, energy dissipaters, retention areas, or the like. Angular 3"to 8" native stones (brown and beige tones) must be used for a natural blend with the environment.

The Property Owner(s) shall cause the Landscape Architect and the General Contractor to design and build, and the Property Owner(s) shall redesign and rebuild as necessary, the storm water system to meet the above objectives. The Property Owner shall cause their drainage plan to comply with the current civil engineering requirements. On Improvements to vacant lots, or significant Alterations to completed Homesites, that affect drainage, the POA may consult a licensed Civil Engineer to review the Drainage Plans prior to acceptance by the ARB. When ARB deems it necessary to hire an independent Civil Engineer to review new construction drainage plans, the cost will be funded from the original ARB Application Fee; cost not to exceed one-third (1/3) of the original application fee charges. All engineering cost exceeding one-third (1/3) of the ARB Application Fee will be billed to the property owner.

Governors Club does not provide storm water drainage for the individual Homesite. Where possible, the residential drainage system should connect to the Governors Club storm water drainage system. In locations where a Governors Club storm drain is not available, cooperative planning with contiguous and multiple downhill properties by the property owner(s) is essential.

If a drainage solution would negatively impact an adjoining Homesite, then an alternate solution must be found through joint planning with the owners of the affected Homesite, and a proposed resolution is to be brought to the ARB for consideration. Site, Grading and Drainage Drawings should reflect the following:

a. **Homesites that drain toward other Homesites**: Storm water is to be discharged into properly located basins, or carried to a low point and dispersed with energy or other dissipaters. (See **S3.10.10**)
b. **Homesites adjacent to lakes and streams**: Storm water shall be collected in a properly engineered retention area as allowed by the Chatham County Watershed Protection Ordinance (see S3.21.2 below for more specific reference).
c. **Homesites that drain toward the golf course** where a Club storm drain is not available: The Landscape Architect, the General Contractor, and the Owner must confer with and work out a Drainage Plan with the Governors Club Golf Course

Director of Grounds to ensure that drainage provisions do not negatively impact the golf course. The agreed upon Drainage Plan must be on file at the POA building. If storm water runoff from an existing Homesite near the golf course (although not necessarily contiguous to it) is affecting the golf course as it runs down steep slopes and/or roads, the authority to facilitate mitigation measures may include review by a licensed Civil Engineer.

d. Homesites that drain toward a common area or street where a Governors Club storm drain is not available: The Landscape Architect, the General Contractor, and the Owner must confer with and work out a Drainage Plan with the appropriate representative of the POA.

When required, drainage drawings, plans, and specifications may be reviewed by a licensed Civil Engineer designated by the POA. The ARB will accept the Civil Engineer's opinion, but the ARB does not approve or disapprove his/her opinion. **(See S4.9)**

S3.10.9 Pre-Construction Drainage Plan Revisions: ARB Review Required. The Property Owner shall cause the drainage plan to comply with the current civil engineering requirements. The Owner shall cause the General Contractor to submit any proposed field changes to the Final Site, Grading and Drainage Plans, such as a change in pipe diameter, or a change in the number or location of basins, to the ARB for review these changes. The General Contractor, on behalf of the Owner, is responsible for ensuring that the drainage system is installed in accordance with the final drainage plans. The Owner and/or the General Contractor, as appropriate, will be held responsible for unapproved changes from Final Site, Grading and Drainage Plans.

S3.10.10 Correct Dispersal of Drainage & Runoff. Gutters are to be attached to an underground pipe that is connected to site drainage structures. Storm water must be managed so that it will not drain directly toward the buildable area on adjoining Homesites. It is to be diverted around such areas and connected to the Governors Club storm drainage system, if available, or carried to a low point and dispersed or discharged into properly located basins or energy dissipaters.

S3.10.11 Swale Restrictions. Each Owner shall refrain from altering or interfering with the functioning of swale areas abutting his/her Homesite.

S3.10.12 Clay Soil for Grading & Back Filling. Clay soil should be used when grading and back filling slope away from the house. Back filling with sandy loam is not functional for the purpose of drainage.

S3.10.13 Line of Sight Requirements. Grading and landscape plans are to be designed to preserve the line of sight at intersections of streets and adjacent driveways.

S3.11 OUTDOOR LIVING AREAS, SWIMMING POOLS, SPAS, AND HOT TUBS.

S3.11.1 Terraces, Patios, Porches. Well proportioned porches are encouraged. The ARB prefers that other outdoor living areas be terraces or patios constructed at ground level, and made of stone or brick compatible with that used on the home. Any terraces, patios, porches, or at-grade hardscape improvements are expected to be constructed within the building envelope defined in Article 11.1.11 of the Covenants. Any proposed Improvement encroaching into the setback area will be reviewed on a case-by-case basis. Generally, the same rules for Waiver or Variance (as appropriate) will be applied for at-grade Improvements as with any encroachment of a structure into the setback areas.

S3.11.2 Decks. Any proposed decks must be designed in keeping with the architecture of the home as a whole. The use of masonry or fire retardant material is encouraged. In its review, the ARB will look for careful design and landscaping of decks, including appropriate elevations, and materials compatible with those used on the home. Appropriately sized landscaping is required to soften the appearance of decks.

S3.11.3 Supporting Piers and/or Posts. Piers supporting porches and decks are to be substantial masonry type structures, unless a design alternative is specifically approved by the ARB. Wood deck posts, when approved, must be a minimum of 8"x 8." If supporting cross beams are shown on the approved plan they must be built as drawn (size, design and designated materials).

S3.11.4 View from Golf Course. Special emphasis will be placed on the appearance of any outdoor living areas visible from the golf course. Evergreen plantings, appropriately sized to screen outdoor living activities, while not blocking the view of the golf course, may be required.

S3.11.5 Screening Undersides. Areas beneath decks and elevated terraces are to be shielded from view with evergreen plant material. Any other type of deck screening will be evaluated on a case-by-case basis.

S3.11.7 Cabana Requirements; Accessory Buildings Prohibited. Except for cabanas approved by the ARB, accessory buildings are prohibited by the Covenants. Cabanas are appropriate for only very large Homesites and must be located within the allowable building envelope area. A cabana is an enclosed structure with plumbing, and only allowed with a swimming pool.

S3.11.8 Free Standing, Permanent Trellises, Arbors and/or Pergolas. The ARB, in its sole discretion, may approve open frame, free standing, permanent trellises, arbors and/or pergolas taking into consideration the following criteria:

- **a.** They must be open frame, non-enclosed structures.
- **b.** They may not have a solid roof.
- **c.** The style should be compatible with the style of the house and be proportioned appropriately.
- **d.** They may not be located on the side of the house which fronts the street.
- **e.** They may not be in the setbacks.
- **f.** They should not block the neighbor's view.
- **g.** If the structure is to be painted, the color must have a Light Reflective Value (LRV) of no more than 55%, and the color must be compatible with the house color, and the ambiance of Governors Club.
- **h.** As appropriate, plans submitted to the ARB must be drawn and sealed by a licensed Landscape Architect and a licensed Architect.
- **i.** Site Plan must be based on an As Built Survey completed within two years of the date of application.
- **j.** Plans must include: Site, Grading and Landscaping, Elevations, Detail Drawing (size, height, materials, installation details, etc.), and Lighting (if proposed).

S3.11.9 Outdoor Furniture and Accessories. Outdoor furniture and accessories (including, but not limited to, umbrellas) used on porches, decks or patios shall be high quality furniture made of metal, wood or other high quality material; in black, white, or muted colors. The ARB may require removal of furniture and accessories on front and side

decks, terraces or porches if such appears to be incongruous with the house or the neighborhood. Outdoor furniture is not approved on front lawns.

S3.12. MAILBOXES AND ADDRESS DESIGNATIONS*.

S3.12.1 Mailbox Requirements. All mailboxes and address designations shall be of the approved standard design and materials, and installed in a location approved by the ARB and the U. S. Postal Service. It is the General Contractor's responsibility on the Owner's behalf, to order, purchase and to install the mailbox and address numbers.

STYLE:	SIZE:	COLOR:	POST:	ADDRESS NUMBERS:
Gibraltar Large Steel Post Mount Mailbox	Large 10.88x8.72x21.5	Black	Tacoma Decorative Aluminum Surface Mount Post, Black	3" High Polished Brass Self Adhesive, Williamsburg Numbers

*See a POA Staff member for ordering information.

S3.12.2 House and Lawn Number Plaque Requirements*.

- **a.** House address numbers, as required by Chatham County ordinance for 911 emergency services, shall be the Governors Club standard design, color, material, and location as approved by the ARB.
- **b.** It is the General Contractor's responsibility to order, purchase, and install the ARB approved house and/or lawn address number plaque.
- **c.** The Architect shall indicate on the Final Elevations the wall location for the required house plaque.
- **d.** If a lawn sign is required by Chatham County ordinance (required only when the Improvement is 100' back from the curb), the Landscape Architect shall indicate on the Site Plan the lawn sign location which must be next to the driveway and 10' back from the curb.
- **e.** The Governors Club approved signs are manufactured by Whitehall Company. **House Plaque Style:** Dresden; **Lawn Plaque Style:** Hartford.

***See a POA Staff member for ordering information**

S3.13 FENCES, WALLS, HEDGES, COLUMNS, RAILINGS AND GATES. Care must be taken to preserve the pleasing natural contours and open space of the Governors Club setting with its rolling golf course and tree covered hills. A proliferation of fences and walls would have the negative effect of increasing the ratio of built upon to natural area. Every effort must be made to retain the feeling of open spaces.

S3.13.1 Fences, Walls, Hedges, Columns, Railing and Gates: Restrictions & Requirements.

- **a.** No fence, wall, hedge, column, railings or gate may be constructed on any Homesite unless approved by the ARB.
- **b.** Hedges may not be installed in straight rows on or between properties, but may be installed in groupings, in a staggered configuration as approved by the ARB.
- **c.** No wall, coping, fence, or boundary planting may be approved, constructed, or maintained, in such a manner as to interfere with the line of sight of drivers at any intersection of streets, roads or driveways.
- **d.** No structures, including but not limited to, columns, walls, or gates, shall be constructed at driveway entrances.

S3.14 NO DOG RUNS OR DOG HOUSES ARE ALLOWED ON HOMESITES.

S3.15. GARAGES, PARKING AREAS, RETAINING WALLS, AND WALKWAYS.

S3.15.1 Garage Restrictions & Requirements:

- **a.** The *Covenants* (Article 11.2.3) require that all single-family homes shall have a minimum of a two-car garage with at least one bay for each resident vehicle. If there will be more than two permanent vehicles, consideration must be given to additional bays.
- **b.** Carports are not permitted.
- **c.** Attached garages are preferred.
- **d.** Vehicle garage entrances shall not be visible from the golf course.
- **e.** The garage door design and material shall be compatible with other garage doors in the neighborhood.
- **f.** Automatic garage door openers are required.

S3.15.2 Parking Area Restrictions. No street side parking areas may be created by extending any portion of the street pavement, except as may be approved for Governors Square, Tryon Courte, Walker Falls, Stone Brook, Club Cottages, Vance Villa Single Family Homes, and Homesites with steep slopes or other unique features. Large parking areas are discouraged.

S3.15.3 Retaining Walls. A retaining wall is one that bears against earth and resists lateral and other forces of the earth against it, thereby preventing the earth from sliding to a lower elevation. A retaining wall proposed in a setback must meet this definition, and generally its impact is to be minimized by limiting height to 3 feet. Proposed retaining walls in a setback, supporting a cut slope or fill slope, and taller than 3 feet, will be considered on a case-by-case basis. Review criteria, without limitation, shall be: function, necessity, proximity to property line, and height functionally required. In most cases, evergreen plant material to screen view of retaining wall will be required.

S3.15.4 Walkways. Walkways at grade are not considered "structures" as described in Declaration of Covenants and Restrictions, Article 11.1.11, d.

It is important that any walkway to the street be simple and unobtrusive to avoid a cluttered appearance of the streetscape. The walkway is to be designed and located so that it is at grade level and will not interfere with right of way mowing operations. There are to be no decorative vertical elements in right of way such as pillars or planters. Steps will be considered only when necessitated by the grade. Steps are not to intrude into the right of way but may be considered on a case-by-case basis. Any structure approved to be in the right of way is subject to disruption if utilities need to be accessed by the POA or an authorized utility company. Restoration and repair of the right of way will be at the Owner's expense, and must be done in a reasonable period of time.

S3.16 DRIVEWAY MATERIALS, COLORS, ACCENTS: REQUIREMENTS & RESTRICTIONS.

S3.16.1 Driveways. Driveways shall be paved unless otherwise approved by the ARB.

S3.16.2 Village Communities: Requirements & Restrictions. Driveways must have a concrete surface in Stone Brook, Morehead Forest, Governors Square, Walker Falls, Vance Villa Single Family Homes, Club Cottages and Tryon Courte unless otherwise approved by the ARB.

S3.16.3 Estate Homes: Requirements & Restrictions. For Estate Homesites, possible surfaces include asphalt, concrete, concrete with aggregate surface, stamped concrete and concrete pavers. The ARB discourages the use of colored concrete or colored sealants.

S3.16.4 Driveway Coatings. The ARB will consider driveway coatings on a case-by-case basis.

S3.16.5 Driveway Accents.

- **a.** Inlays of brick or stone are accents encouraged for any Governors Club Homesite.
- **b.** Any such accent should be similar in color and texture to the brick or stone used on the home.
- **c.** The ARB will also consider the overall neighborhood streetscape with regard to the placement and design of accent pavers.
- **d.** The ARB will consider turf stone products on a case-by-case basis. If approved, sod must be plugged into the openings of the turf stone block. The area where this stone is installed must be irrigated.

S3.17 DRIVEWAY CONNECTIONS, LOCATION, WIDTH, UTILITIES.

S3.17.1 Connection Requirements. For lots that are basically rectangular and of essentially flat terrain, driveway connections shall be at right angles to the street with an 8-foot radius for the apron; shall provide continuity of any drainage swale or curb; and blend into the street pavement. Driveways should gently curve along the contours of the land, avoiding straight lines and right angle turns.

S3.17.2 Location Requirements.

- **a.** Where possible, access to corner Homesites shall be from the less traveled street. Single street access is the norm; double access (from both streets) will be considered by the ARB only where necessity is established.
- **b.** Driveways are to have a single entrance from the street. Exceptions may be granted only in instances where site configuration or topography creates special difficulties. The ARB will use the following criteria in making their decision:
    1. The street frontage of the Homesite is sufficiently large to absorb the impact of two driveway cuts on the streetscape.
    2. The amount of site disturbance and tree cutting will be minimal.
    3. There is sufficient space for additional landscaping to screen the view of impervious surface from the street.
    4. The cuts can be located without causing traffic concerns.
    5. The distance between driveway cuts will be similar to the distance between other driveway cuts along the street so the rhythm of the streetscape is not interrupted.
- **c.** Driveways, and retaining walls constructed to support them or a parking pad, may intrude into setback areas as necessary when approved by the ARB. Supporting retaining walls shall be constructed of masonry as approved by the ARB. Unless the ARB has approved grading within 5 feet of the property line, a minimum 5-foot wide strip between the driveway and the side lot line shall be available for landscaping.

S3.17.3 Width Requirements. Driveways shall be a minimum of 10 feet wide, except for a minimum of 16 feet wide at the garage entrance. Maximum driveway width at the point of connection to the apron is to be 14 feet. Expansion joints are required at each end of the apron at the curb.

S3.17.4 Utility Requirements.

a. There is to be two 6" PVC sleeve (Schedule ~~35~~ 40), buried, 6 inches behind the curb, under the driveway.

b. At a depth of 18 to 24 inches below the driveway apron, install two pipes protruding 12 to 18 inches beyond the driveway width on either side. One pipe is for future utilities, and one pipe is for future drainage or irrigation needs.

S3.17.5 Culvert Requirements. Adequate culverts shall be installed wherever driveways or other improvements cross ditches or other drainage ways. Each culvert shall have natural stone headwalls designed to blend with the natural environment, and be constructed in a style compatible with the other natural stone headwalls in Governors Club.

S3.18 EXTERIOR LIGHTING. The maximum light level shall be 0.5 maintained foot-candle at any property line in a residential area. Architects, Landscape Architects and Property Owners are to be mindful of County and State ordinances when designing exterior wall and landscape lighting.

S3.18.1 Unobtrusive and Neighborhood Compatible. Outdoor lighting, landscape, pool, recreation, and security lighting shall be designed to be unobtrusive and compatible with the neighborhood and the proposed residence.

S3.18.2 Light Source Invisible. All outdoor lighting should be designed, installed, and maintained so that the source of the light (bulb) cannot be seen off premises.

S3.18.3 Lighting Controls & Shutoff Time. ALL outdoor lighting must be off at 11 p.m., except for entry lighting when needed, which must be turned off when safety is not a concern. Outdoor lighting, including solar, shall not be controlled by light sensitive switches. Time clock controls are encouraged. Flood lights on motion sensors should be set to turn off within 5 minutes.

S3.18.4 Lighting Plan & Photos Required. All proposed outdoor lighting shall be detailed on a Lighting Plan and approved by the ARB. The project Architect and Landscape Architect, respectively, shall submit catalog pictures of proposed exterior wall light fixtures, and landscape lighting units for the Homesite book. The Landscape Architect, who is an ARB Member reviewing the Lighting Plan, shall pay particular attention to proposed lighting location, number of lights, direction, wattage, frosted glass, visibility of source of light (bulb), etc. Lighting must be installed in accordance with the ARB approved Lighting Plan.

S3.18.5 Entry Lights. Acceptable locations for entry lights are over the garage and at either side of the home's main entrance or as otherwise approved. Design is to be consistent with the architecture of the home. Exterior wall lamps should be fitted with a 40 watt maximum frosted bulb to control intensity and light pollution. Location and the type of fixtures are to be indicated on final Exterior Elevation Plans.

S3.18.6 Security Lighting: Requirements & Restrictions.

a. If security lights are approved, motion sensors calibrated to detect motion only on the Homesite, and to turn off within five minutes after the motion stops, must control them.

b. Lights placed in soffits shall be 40 watt maximum down lights.

c. To reduce light pollution, only hooded floodlights with a recessed bulb will be approved by the ARB. The hood should shield the light source (bulb) so that it is not visible from any direction. Such hooded floodlights should be pointed downward.

d. Lighting for walkways and outdoor living areas should be low lumen diffused lighting, such as "mushroom" fixtures, not over 30 inches high with shielding of the bulbs. The light source (bulb) should not be visible. Light placement should avoid a "runway" effect. A dimmer switch to accommodate the total wattage of existing line-

voltage landscape lighting systems is recommended to achieve optimum lighting intensity.

S3.18.7 Decorative Lighting. Decorative lighting is to be restrained. Lamps on pillars/columns and streetlights are prohibited. Lamps on posts may be considered on a case-by-case basis. The ARB will consider a lamp post if it is the best lighting solution; is close to the home; and is shielded from other homesites. If approved, it must be fitted with a 40 watt maximum, frosted bulb to control intensity and light pollution.

S3.18.8 Up Lighting for Landscaping. Up lighting for landscaping should be low lumen (low voltage and 30 maximum incandescent wattage or 4 LED wattage). Beam shapes and sizes should subtly accent architecture and landscaping. Landscape lighting shall be designed and maintained to serve a specific purpose and to minimize light pollution.

S3.19 AWNINGS AND SHUTTERS. Awnings, canopies, and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the ARB.

S3.19.1 Awnings: Restrictions & Requirements. The ARB will consider the following in deciding to approve or disapprove the installation of awnings:

- **a.** Awnings must be of a solid, muted color, coordinated with house colors.
- **b.** Awnings must be retractable and automatic (not hand cranked).
- **c.** Awnings may be extended only when there is a need for shade or rain protection, and must be retracted the greater part of the day.
- **d.** Location and visibility will be significant deciding factors.

S3.19.2 Shutter Requirements. Shutters must be sized to provide the appearance that if the shutters were closed; they would cover the entire window.

S3.20 LANDSCAPE PLANS AND INSTALLATION: REQUIREMENTS & RESTRICTIONS.
All homes must be landscaped, and irrigation systems must be installed prior to approval of a Certificate of Compliance.

S3.20.1 Landscaping: ARB Approval Required. All landscaping shall be completed according to the ARB approved Final Landscape Plan or Revisions. Any additional landscaping or changes to the approved drawings, plans, and/or specifications are subject to approval by the ARB. The General Contractor, on behalf of the Owner, is responsible for ensuring that all landscaping is installed in accordance with the approved plans. The Owner will be held responsible for unapproved changes from approved landscaping plans.

S3.20.2 Landscape Architect: Notification of Disassociation. Before the landscaping and drainage are installed, the ARB is to be notified in writing, by the Landscape Architect of record who has disassociated from a project, or otherwise ceases to perform services.

S3.20.3 Survey of Boundaries, Topography, Trees: Requirements. The Survey, upon which the Site Plan is based, must not be over two years old. Each of the following trees must be noted on the Site Plan and on the Landscape Plan (diameter [caliper] determined by measuring 2′ above natural grade):

- **a.** **ANY** hardwood or evergreen tree diameter of 6″ or more.
- **b.** Flowering trees with a diameter of 5″ or more.

S3.20.4 Tree Removal Delineation On Site. The Landscape Architect shall instruct the General Contractor that **all** trees to be removed must be clearly delineated on site by an area cordoned off by a continuous loop ribbon so that the authorized ARB Representative can confirm, on site, that no unapproved trees will be removed. When a Homesite is under

construction the Landscape Architect of record must present a request to the ARB for the removal of trees beyond those initially approved.

S3.20.5 Preserve and Restore Natural Environment. The Landscape Plan shall provide for plant material of sufficient size and quantity to maintain or re-establish the natural wooded setting, and to unite the dwelling with the setting in keeping with the high standards of quality for Governors Club. It is important to preserve shade trees when possible, and to plant them when necessary. Landscape Plans must specify caliper (diameter) and height of plant material at time of installation (not just container size).

On sites where numerous, good quality, existing trees have been preserved, the Landscape Architect may request a Waiver of a portion of the tree requirement. On sites where there are not sufficient good quality existing shade trees, the Landscape Architect shall provide for additional shade trees.

S3.20.6 Minimum Plant Material Sizes: For All Homesites. New plantings and replacement plants, if required in the future, must meet these minimum sizes:

- **a. Shade Trees:** 3"caliper; 10' tall (minimum) at time of planting.
- **b. Evergreen Trees:** 5' tall (minimum) at time of planting.
- **c. Ornamental Trees:** 2" caliper minimum (measured 6" above top of root ball) at the time of planting.
- **d. Small*, low growing shrubs:** 18" to 24" tall (minimum) at time of planting.
  **18"- 3' tall at maturity*
- **e. Medium* growing shrubs:** 24" to 30" tall (minimum) at time of planting.
  **4' to 6' tall at maturity*
- **f. Tall* growing shrubs:** 36" to 40" tall (minimum) at the time of planting.
  **Over 6'tall at maturity*

S3.20.7 Minimum Number of Plants: These quantities must be continually maintained on improved Homesite.

Estate Lots
90 Shrubs
20 trees to include a combination of Ornamental, Evergreen, and Shade trees (Each Shade tree = 2 trees)

* ***Morehead Forest, Saddle Ridge, Wilkinson Park***
50 shrubs
2 Ornamental trees
2 Evergreen trees
2 Shade trees

* ***Club Cottages, Governors Square, Stone Brook, Tryon Courte, Vance Villa Single Family Homes, Walker Falls***
50 shrubs
10 trees to include a combination of Ornamental, Evergreen, and Shade trees (Each Shade tree = 2 trees)

***These communities have Supplemental Landscape Guidelines. Please obtain a copy of these Supplemental Guidelines from a POA Staff member.**

S3.20.8 Plants in Excess of Requirements. In cases where the applicant seeks approval of plans, including a proposed future installation of additional plant material in excess of the requirements for the initial planting, the ARB may approve a phased Landscaping Plan to allow completion of the additional planting within 24 months of occupancy. The 24-month

limit is to be stated on the plans. Final Landscape Plan must highlight Phase One (required plantings) for ease of identification during Certificate of Compliance inspection.

S3.20.9 Plant Standard: Caliper, Height & Spread, Not Container Size. The plant height at the time of planting, not the container size, will be the standard for determining if the installation is in compliance with approved plans (See S3.20.6 for Standards).

S3.20.10 Indigenous Plants Recommended. The ARB recommends that plants indigenous to the area be utilized. The planting of hardwoods is encouraged. See Appendix, Exhibit **E,** for a list of suggested plant materials.

S3.20.11 Intent Clause. Changes made during construction must meet the "intent" of the Landscape Plan, and the *Guidelines* and *Covenants*, to be approved for a Certificate of Compliance. The ARB reserves the right to determine whether the landscaping, once installed, complies with the intent and requirements of the *ARB Guidelines* and, if not, to require the installation of such supplementary landscaping as the ARB determines is necessary and/or appropriate before a Certificate of Compliance is approved. The authorized POA Staff member conducting the Certificate of Compliance inspection may require plants that are too small, be replaced with the correct size, or another species of the correct size (Landscape Architect should select species). In deciding upon the adequacy of plantings on an existing Homesite, this section will bear upon the ARB's decision.

S3.20.12 Tree Protection. The Landscape Architect shall specifically address tree protection when establishing clearing limits, and tree and silt fencing location on the drawing of the Site and Grading Plan; and the General Contractor shall implement and maintain such protection. Clearly note the following on the plans:

a. Critical Root Zone: The Landscape Plans shall define the critical root zone for all trees designated to be saved, and which are located within or near the clearing limit, and also including any tree 10" in caliper (measured 2' above natural grade) ten feet over property line onto an adjacent homesite. Neither the POA Board of Directors, nor the ARB is liable if trees, so indicated on the survey, die at a later time.

In accordance with approved Site and Grading Drawings, the General Contractor shall install a continuous loop clearing limit ribbon that clearly delineates trees to be removed from trees to be saved. The accuracy of the clearing limit ribbon placement shall be verified by an on-site inspection conducted by an ARB Representative prior to clearing.

The critical root zone is defined as a circular area around a trunk of a tree that contains the roots necessary to sustain the tree, and is a function of the size of the tree. The radius of the circular area is equal to one foot for every inch of diameter of the tree trunk, measured 4 ½' above the ground. For example, if the diameter of a tree is 15", the radius of the critical root zone is 15'. As a general rule, if more than 25% of the area of the critical root zone is disturbed, a tree will likely suffer significant damage, and will probably not survive.

b. Protecting Roots: Wherever there is a cut or fill extending inside the drip line of the specimen trees, tree wells and other precautions shall be used to protect the trees.

Any lawn or plant bed areas that include existing trees shall be worked by hand rather than tilled in order to protect root systems. Feeder roots are close to the surface in Governors Club soils. No more than 4"of topsoil is to be placed on top of tree roots. To prevent damage to tree roots, all trenching for irrigation lines,

utilities, and drainage shall be routed to avoid cutting across the root systems of specimen trees.

NOTE: Please see a POA Staff member for a copy of "Tree City USA Bulletin No. 7" which provides the ARB's required standards of tree care.

c. Drainage and Root Damage: It is critical to prevent water from sitting around a tree's roots. If natural drainage has been altered, care should be taken to insure that no additional water is directed toward the roots.

S3.20.13 Rights of Way, Easements: Requirements & Restrictions. All easements and rights of way shall be landscaped and irrigated by the adjacent Homesite Owner, as necessary, in accordance with ARB specifications as follows:

- **a.** Fescue grass sod or warm season grass such as Bermuda or Zoysia will be considered by the ARB for placement in the street right of way. For right of way areas, where mowing is impractical, as determined by the ARB, the ARB will consider alternative plant material as may be proposed by the Landscape Architect. Sod in rights of way also acts as a filter to slow down storm water dissipating onto surrounding properties.
- **b.** The ARB will determine whether sod or seed is to be used for other lawn areas.
- **c.** Rights of way shall not be used for hardscapes or trees unless approved by the ARB.
- **d.** Trees, stone, or other decorative arrangements in the street right of way are prohibited. It is important not to impede efficient mowing and other utility maintenance operations.
- **e.** Any flower planting around a street lamp post or mailbox should be limited in size, and carefully maintained by the Owner.

S3.20.14 Screening Underside of Decks. It is important to fully screen, with evergreen plantings, the underside of decks. Any other type of deck screening will be evaluated on a case-by-case basis.

S3.20.15 Line of Sight. Landscaping is to be designed to preserve the line of sight at intersections and driveways.

S3.20.16 Stabilizing Disturbed Slopes. Disturbed slopes, steeper than 3:1, shall be stabilized **immediately after the Homesite has been cleared** in one of the following ways, as determined by the Landscape Architect, and approved by the ARB:

- **a.** Plant materials, and 3 inches of shredded hardwood mulch or pine straw.
- **b.** A combination of native stone stabilization, plant materials, and mulch.
- **c.** Retaining wall, plant materials, and mulch.
- **d.** Ground cover.

S3.20.17 Fire Hydrants. Landscape plans shall indicate the physical location of any fire hydrants on the Homesite. Care shall be taken to ensure that no planting is within 3 feet of any fire hydrant to ensure it is readily visible by the fire department.

S3.20.18 Mechanical Equipment: Requirements & Restrictions. Landscape plans shall indicate the physical location of HVAC units, emergency generators, water booster pumps, wells, cisterns, and other mechanical equipment on the Homesite. See **S3.23** for permitted locations for such equipment. If any such equipment needs to be relocated, the General Contractor and/or Property Owner must have the Landscape Architect submit a revised Site Plan to the ARB for approval, prior to execution of such relocation. Landscape screening of all equipment must also be approved by the ARB.

HVAC units, and any above ground equipment or apparatus, must be screened, preferably with an approved masonry enclosure, or alternatively with a staggered double row of evergreen shrubs at least as tall as the units/apparatus when planted. Generators are to be screened as required by Emergency Generator Installation Guidelines **(See S3.23.6)**

S3.21 BUFFER STRIPS.

S3.21.1 Golf Course Buffer Strip. Owners of all Homesites abutting the golf course shall maintain a golf course buffer strip, separating the golf course from the developed property. Vegetation within the buffer strip shall be maintained and managed to present a natural woodland appearance, so as to provide a naturalistic transition zone between the developed property and the golf course. The buffer strip shall be an area equal to one-half the rear yard building setback, and shall be that half nearest to the property line which separates the golf course from the Homesite. **Examples:**

- **a.** For Homesites with a 60′ building setback, the buffer strip shall be the first 30′
- **b.** For Homesites with a 40′ building setback, the buffer strip shall be the first 20′
- **c.** For Homesites with a 30′ building setback, the buffer strip shall be the first 15′

These buffer strip sizes shall apply to all houses started after December 31, 2002. For homes started prior to December 31, 2002 (a "grandfathered home"), Homeowners shall maintain that buffer strip size provided for under ARB Guidelines Revisions 6/96, and/or per their ARB approved Landscape Plans. Alternatively, the Owner of a grandfathered home may apply to the ARB to permit that Homesite be deemed, for purposes of this paragraph, as a home started subsequent to December 31, 2002.

S3.21.2 Stream, Lake, and Pond Buffer Strip. In accordance with **S3.21.6,** Owners of all Homesites abutting the edge of a water body shall maintain a ten foot buffer strip adjacent to the water body. The ARB makes no representation as to compliance with Chatham County Watershed Protection Ordinance. Compliance is the responsibility of the homeowner. The buffer strip around the edge of a water body should include a combination of grasses, herbaceous plants, trees, and shrubs native to the Southeast region of the United States, and adapted to that habitat. Proper native plants can take in nutrients, reduce erosion, and slow down water as it moves from the land into the water body.

S3.21.3 Wetland Buffers. Homesites bordering on wetlands, as shown on the Development Plan, shall be required to leave an undisturbed upland dimension of 10′ for the entire length of natural vegetation abutting the wetlands, bordering on any portion of such Homesite. Such undisturbed areas shall be noted on the Landscape Plan for each Homesite as being undisturbed.

S3.21.4 All Buffer Strips: Management Criteria. The following criteria for buffer strip management shall be used by the ARB as guidelines to determine what treatments within buffer strips are acceptable and unacceptable:

- **a.** Any initial landscaping, or re-landscaping treatments, within the buffer strips, including new planting and removal of any tree 4″ in diameter (measured 2′ above natural grade) or more, shall require ARB review and approval prior to commencing the work.
- **b.** No permanent underground irrigation is permitted in buffer strips, however, temporary drip irrigation may be utilized until plant materials become established.
- **c.** Buffer strips may not be cleared of all vegetation.

S3.21.5 Golf Course Buffer Strip Management. These criteria shall apply to Applications submitted to the ARB for all new and existing properties abutting the golf course. Criteria are as follows:

- **a.** The Owner shall cause the buffer strip to be indicated on Site and Landscape Plans.
- **b.** The Landscape Plan shall indicate any proposed treatment of the buffer strip, including tree removal, plantings, clean up, etc.
- **c.** No encroachment into the buffer strip by equipment or structures shall be permitted.
- **d.** The goal of managing the buffer strips is to maintain a semblance of the woodland nature of the area, by providing a naturalistic transition zone between the developed property and the golf course, that preserves the canopy of existing indigenous trees, and the understory of shrubs and herbaceous plants.
- **e.** Renewal of growth of existing young trees should be encouraged with selective culling of sapling trees to provide adequate space for other plant materials.
- **f.** Removal of weedy species and removal of dead wood is encouraged to improve the appearance of these areas.
- **g.** In buffer strips that are sparse and open, a woodland edge habitat should be established over time in which tree and shrub layers would merge with taller grasses and native perennial flowers.
- **h.** Vegetation should gently merge with the vegetation of the adjacent area of the golf course itself.
- **i.** Over manicuring the buffer strip with landscaping and planting material like those used in residential yards shall be prohibited.
- **j.** A balance between preserving views of the golf course and of vista horizons and a buffering landscape strip will vary Homesite by Homesite.
- **k.** Any new planting shall consist of trees, shrubs, and herbaceous plants indigenous to Governors Club, or of species native to the South East region of the United States (see trees, shrubs, and plants on Exhibit **F** that are denoted as "native").
- **l.** Invasive or exotic plants in golf course buffer strips shall not be permitted.

S3.21.6 Water Body Buffer Strip Management. These criteria shall apply to Applications submitted to the ARB for all new and existing properties abutting a water body. Criteria are as follows:

- **a.** Homesites bordering on lakes shall provide grading, using swale and earthen berm design, to detain a minimum of one inch of surface water run-off from all paved surfaces. Such design shall appear on the Grading and Drainage Plan for the Homesite, and shall be evidenced by grade elevations and profile drawings showing typical cross-sections. A combination of the above alternatives will provide a more natural lake shoreline.
- **b.** The buffer strip around the edge of a water body should include a combination of grasses, herbaceous plants, trees, and shrubs native to the South East region of the United States, and adapted to that habitat. Proper native plants can take in nutrients, reduce erosion, and slow down water as it moves from the land into the water body.
- **c.** Existing vegetation around a water body shall, to the extent possible, remain intact thereby encouraging the growth of native plants.
- **d.** Any new planting shall consist of trees, shrubs, and herbaceous plants indigenous to Governors Club, or of species native to the South East region of the United States (trees, shrubs, and plants on Exhibit **F** that are denoted as "native").
- **e.** Invasive or exotic plants in water body buffer strips shall not be permitted.

S3.22 IRRIGATION SYSTEMS: REQUIREMENTS & RESTRICTIONS. A preliminary Irrigation Plan showing areas to be irrigated and location of the time clock shall be submitted to the ARB at the time of Final Landscape Plan submittal. The connection point to the irrigation system and location of the time clock shall be identified on the Final Irrigation Plan. Requirements and restrictions as follows:

- **a.** Irrigation lines and heads are to be placed at least 5 feet away from the curb to prevent water seepage under roadbed, and to reserve space for the mailbox post. They may, however, be placed at the curb if the Landscape Architect has specified that they have check valves. This must be verified on the As-Built Irrigation Survey.
- **b.** Where deemed appropriate by the ARB, an automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas, including lawns, plant beds, and planted or sodded areas adjacent to the street, must be installed and used.
- **c.** A closed loop irrigation system with automatic zones is required.
- **d.** The irrigation system shall have a rain sensor shut-off.
- **e.** If an Association[9] cares for the grounds, controls must be on the exterior and accessible.
- **f.** The word "irrigated" means the installation of a complete, automatic underground irrigation system to irrigate the existing and the new turf right-of-way areas.

S3.22.1 As-Built Irrigation Survey. Upon completing installation of the irrigation system, the Owner shall cause the General Contractor to submit an As-Built Irrigation Survey obtained from the sub-Contractor who performed the installation. The As-Built Irrigation Survey aids current and future owners maintain system. Specific locations (including rain sensor), manufacturer's name, and model numbers and specifications for all irrigation equipment, are to be included on the plan to facilitate future maintenance or repair. The As-Built Irrigation Survey is kept in the Homesite Book.

S3.23 UTILITIES, SERVICE AREAS, ACCESSORIES: REQUIREMENTS & RESTRICTIONS.

S3.23.1 Utilities. The Property Owner shall be responsible for all installations of utility services from the point of utility company connections underground to the applicant's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment/gear shall be screened from view by walls or landscaping approved by the ARB. Utility boxes, meters, etc. mounted on an exterior wall shall be painted a color to blend with the background surface upon which it is installed. The ARB recommends that the applicant apply for gas, phone, and electric service from the respective utility at the commencement of construction.

S3.23.2 Grinder Pump and Controls. A grinder pump, chamber, and controls shall be as specified by the sewer utility and installed by a General Contractor approved by the sewer utility. The location must be shown on the Landscape Plans and approved by the ARB. If approved location must be changed, this change must be submitted to the ARB for approval prior to installation.

S3.23.3 Accessory Buildings Prohibited. Accessory buildings of any kind, with the exception of a swimming pool cabana, are prohibited. (See S3.11.7)

S3.23.4 Satellite Dish. In respect for the natural environment of Edwards Mountain, a Property Owner should consider the following standards after determining possible locations with the satellite dish installer where maximum reception may be obtained:

[9] See footnote 4 above.

a. Is the location unobtrusive; not on the front lawn; or the peak of a roof?
b. Can adequate evergreen screening be installed to screen dish without compromising reception?
c. Would painting the dish improve blend with environment or roof color?

Siting is to be achieved without cutting or pruning any trees. For new construction, an architectural solution is desirable. For instance, roof design could include a recessed area to effectively conceal the dish. In the case of improvement of a vacant lot, the plan (architectural or landscape, as appropriate) should indicate the proposed location of a satellite dish, for ARB review at the final presentation. See Section 3.8.7 for more on Satellite Dishes.

S3.23.5 Water Wells. Water wells, to be drilled within the community, require ARB approval, and are subject to Chatham County restrictions and requirements. Above ground apparatus must be screened with evergreen shrubs, the height of the apparatus when planted. Wells are to be drilled within the building envelope wherever possible.

S3.23.6 Emergency Generators. Emergency Generators require ARB approval, and compliance with the following installation guidelines:

a. The proposed emergency generator must be specified by its manufacturer to have an average sound output, measured in accordance with industry standards, of no more than 68 decibels (dBA) open field number at 7 meters (23') when operating under full load or normal operating load.
b. If available as standard equipment, or as an option, a sound attenuating enclosure, or other sound reducing package, must be utilized on the generator.
c. The generator must be located so that it is not readily visible from the golf course, and/or the street, and it is obstructed from the view of the neighbors. The location of the generator must be approved by the ARB prior to installation.
d. The generator must be screened with double staggered row(s) of evergreens, the height of the generator when planted. At the time of installation evergreens are to be planted on all sides of the generator facing the golf course, the street, the lakes, and/or neighboring lots.
e. Plant screening must be shown on plans, and approved by the ARB prior to installation.
f. ARB reserves the right to revisit, upon completion of installation, generators installed in Governors Club, to evaluate adequacy of noise attenuation measures, and to require additional reasonable actions to be taken by the Property Owner.
g. Periodic exercising of the generator should follow the manufacturers' guidelines, which generally limits the test time to 10-20 minutes. Exercising must be done during the hours of 10 AM to 5 PM Monday -Friday.
h. A $200 application fee will be returned in full subject to complying with the above listed requirements and providing a photo of adequate screening.

S3.23.7 No Exterior Clotheslines Shall Be Allowed.

S3.23.8 Mechanical Equipment, Hardware & Functional Containers. All mechanical equipment, hardware and functional containers (e.g. garbage containers, rain barrels, HVAC compressors, water softeners, oil/gas tanks, pool/spa/hot tub pump
equipment, emergency generators, water booster pumps, etc.) shall be located in rear yards or side yards within the allowable building envelope area, except as otherwise permitted under the Declaration of Covenants and Restrictions, Article 11.1.11.d, and shall be screened or walled from front streets and adjoining properties as required by the ARB. Indoor or underground locations are to be used when possible, in accordance with applicable Code

requirements. Above ground equipment and functional containers should be muted colors (earth tones are preferred); colors are to be approved by the ARB.

S3.23.8.1 Rain Barrels.

- **a.** Rain barrels may not be located in the front of the home. They must be positioned in the rear or side of the house within the allowable building envelope area except as otherwise permitted under the Declaration of Covenants and Restrictions, Article 11.1.11(d).
- **b.** Rain barrels may be positioned above ground but, as with all mechanical hardware equipment, must be a muted earth tone in color or painted to blend in with the surface of the background behind them.
- **c.** Rain barrels must be screened from view from the street, the golf course, and neighboring homes. Similar to A/C units and generators, the screening must be evergreen shrubs of the same height as the barrel at time of planting.
- **d.** The POA Staff is authorized to approve rain barrel locations and will make every effort to accommodate residents' preferences within the parameters set above, and do so in a timely fashion.
- **e.** Residents may appeal the POA Staff's decision to the Architectural Review Board, and can in turn appeal the ARB's decision to the POA Board of Directors.

S3.23.9 Fire Pit/Bowls. Only gas fire pits/bowls will be considered. The ARB will review each application on a case-by-case basis.

S3.24 PLAYGROUND EQUIPMENT, BASKETBALL GOAL, TENNIS/GAME COURTS.

S3.24.1 Playground Equipment. All playground equipment is considered a structure, and shall be placed to the rear of the residence, and within the building envelope area, and must be approved by the ARB. Playground equipment, such as a swing set or climbing apparatus, shall be of high quality materials in the least obtrusive colors available. Brightly colored, molded plastic components are discouraged. A redwood timber frame set, with a green canvas canopy, black headbar, and dark green plastic slide would be an example of acceptable equipment. The location, materials, and colors of any proposed outdoor play equipment are subject to ARB approval. Evergreen trees of sufficient height and density when planted may be required to screen the view of play equipment from adjacent properties including the golf course, and common property, and roads.

S3.24.2 Basketball Goal. Basketball goals that are not on wheels are considered structures. An Application must be made for any proposed, permanent basketball goal, and the proposed location must be specified on the Site and Landscaping Plans, and must be within the building envelope area. A brochure from the manufacturer of the proposed basketball goal should be submitted with the Application. Proper screening will be required for any basketball goal. Posts and fittings are to be a dark color, and blend with the surroundings. The goal is to have a clear backboard with no

bright colored lettering or logos. Nets are to be white. Some Homesites are not suitable for basketball goals. The ARB, at its discretion, may approve or disapprove requests for basketball goals.

S3.24.3 Game Courts: Game courts are not considered to be within the scheme and plan of development of Governor's Club and no tennis court, or any other game court is permitted on a homesite.

S3.25 DECORATIVE OBJECTS. Exterior decorative objects including, but not limited to, sculptures, fountains, lawn art, trellises and the like, shall not be placed or installed on the Homesite without prior approval by the ARB.

S3.26 LANDSCAPE WATER FEATURES. Landscape water features that have the appearance of a naturally occurring landscape element may be located on a residential property, including in the setback area, but only with approval by the ARB. To be considered, a landscape water feature must meet the following criteria (without limitation):

- **a.** Functional materials or apparatus used in the construction of a landscape water feature must be concealed from sight by plants, natural rocks/stones, and other naturally occurring materials, or installed underground.
- **b.** The elevation of any element must not exceed 24" in height above the surrounding natural grade.
- **c.** Pumps, filters, and other mechanicals that operate the landscape water feature must be totally concealed and not be audible from any neighboring lot, except for the sound of running or falling water. Placement of any mechanical equipment may not extend more than 4 feet into the setback area consistent with the Covenants (Article 11.1.11.d).
- **d.** The maximum allowable water depth is 23 inches.
- **e.** Installation of any part of the landscape water feature may not be within 5' of the property line.

S3.27 EXTERIOR DECORATIONS (HOLIDAY/SEASONAL): Temporary holiday and seasonal displays are allowed during appropriate times of the year. These displays shall be simple, tasteful and appropriate to the holiday or season as determined by the ARB. None of these displays should be of a permanent nature. The following must be adhered to*:

- **a.** Lighting must be miniature, non-flashing lights.
- **b.** Decorations with musical components are not allowed.
- **c.** No seasonal displays are allowed in setbacks or common areas.

*An exception to a., b. and c. is a community wide event sponsored by the POA and/or Club. It is hoped that the cumulative effect of such displays will contribute to a sense of community throughout Governors Club.

S3.27.1 Banners. Banners are defined as holiday, school and seasonal displays. Banners are acceptable on a temporary basis and should be simple, tasteful, and appropriate all as determined by the ARB.

- **a.** One banner is permitted if displayed on house exterior, including a porch or deck. It should not be hung from the roof, gutters, or flat against the exterior of the house.
- **b.** Banners are not allowed in setbacks, common areas or attached to trees.
- **c.** Lighting of banners is not acceptable.
- **d.** Size of banners should not exceed 15 sq. ft.

S3.28 FLAGPOLE. A flagpole for display of the American flag or the official North Carolina State flag shall be permitted, subject to ARB approval based on the following:

- **a.** Pole height: 25' maximum (two-story house); 20' maximum (one-story house).
- **b.** Materials for the pole are to be unpolished, matte or equivalent finish.
- **c.** The rope/chain must be designed and secured not to make noise in the wind.
- **d.** The location for the pole cannot be in a street right of way.
- **e.** The pole should be inside the building envelope.
- **f.** American flag or NC State flag shall be replaced when faded or worn.
- **g.** No flagpole shall be used as an antenna.

The American flag and the North Carolina State flag must be displayed in conformity with Federal and State rules.

S3.29 SIGNS: REQUIREMENTS & RESTRICTIONS.

- **a.** No sign or banner, of any kind, is allowed unless approved by the ARB prior to installation.
- **b.** "For Sale" or "For Rent" signs, and the like, are prohibited.
- **c.** One freestanding security sign is approved, if it is small and placed within 10' of house. Window/door stickers are preferred.
- **d.** Flags associated with the installation of an electronic dog fence must be taken down no more than 4 weeks after installation.
- **e.** The ARB has approved one standardized construction site sign and permit box. The purpose of the construction sign is to identify job sites and parties responsible for the project. The General Contractor must remove sign from Homesite within 30 days after the date on the Certificate of Occupancy. Information for ordering the standard Governors Club construction sign may be found in the General Contractor's Packet. (See **S4.3.5**)
- **f.** No sub-contractor signs are allowed.

Section Four (S4)

The *Covenants* require that construction of a home, and landscaping of a Homesite, receive prior ARB approval. Failure to follow and comply with ARB requirements will result in the Owner not receiving a Certificate of Compliance. The POA may require unapproved Improvements to be removed, restored, and/or reconstructed in a manner acceptable to the ARB. (See Appendix, Exhibit **K**, *Covenants*, Article 10.1.9)

S4.1 CHECKLISTS; VARIANCE REQUEST; ASSESSMENTS; COMPLETION REQUIREMENTS.

S4.1.1 Checklists. To provide information necessary for a systematic and uniform review of proposed construction, design documents shall adhere to the criteria outlined in the checklists in the Appendix: Preliminary Application Checklist, Exhibit **C**; Final Application Checklist, Exhibit **D**; Site, Grading, Drainage, Landscape, Irrigation Plan Evaluation Checklist, Exhibit **G**.

S4.1.2 Exceptions, or Waiver or Variance Requests. If any exception to the *Guidelines* and/or a **Waiver or Variance** to the *Covenants* is requested, it must be made known to the POA Staff at time of submittal of Application Package. Details of, and reason for, request should be documented and included in the Application Package.

S4.1.3 Consequences of Incomplete Application and Delinquent Accounts. All Application Packages are to be complete. Incomplete Application Packages will not be reviewed. The ARB will confirm that all delinquent accounts are paid before they will review an Application for new construction or approve an Alteration for an existing residence.

S4.1.4 Compliance Requirements. The Architect and Landscape Architect who prepared the design documents for a Homesite shall participate in the Certificate of Compliance inspection. They must sign the Certificate of Compliance, indicating their satisfaction that the Homesite has been completed in accordance with the approved drawings, and that it meets the *ARB Guidelines* and *Covenants.*

S4.2 CONCEPTUAL REVIEW. The ARB may, in its sole discretion, permit a Conceptual Review of a project prior to the Preliminary Architectural Review. For application, see Appendix, Exhibit **L**. Conceptual Review provides an initial review of a project when it is still in the very early stages of design development. This affords the Property Owner and the ARB an opportunity to informally discuss a project that will subsequently be submitted to the ARB.

Conceptual Review may be considered appropriate by the ARB when broad and important issues are raised by the proposed project such as unique Site Planning; architectural style, and/or the relationship to its site and the surrounding neighborhood; or when such a very early review of the proposed project is in the best interests of the community.

During Conceptual Review no formal action will be taken by the ARB, however, comments are made that may give the applicant general direction as to the thought process of the ARB vis-à-vis a proposed project. The purpose of a Conceptual Review is not for the ARB to design a project, but only to discuss ideas and alternatives for the applicant to consider and pursue.

S4.3 ARB APPROVAL STEPS AND SCHEDULE. A copy of the ARB Procedures is attached as an Appendix to these Guidelines and will be reviewed, updated and supplemented from time to time, with the most current version provided to all Owners and Contractors at the time of initial submission for ARB review. The ARB Procedures is available as an electronic file and/or a separate

hard copy. The applicant must submit the completed Application Package to the POA Staff before 5 PM on Monday one week prior to a regularly scheduled ARB meeting to secure a place on the agenda.

The Architect of record, and the Landscape Architect of record, must personally present the Package at the ARB meeting. The General Contractor and/or the Project Manager must attend the Final presentation to foster positive communication and dialogue.

The ARB will review the completed Package and respond to the Property Owner within thirty (30) days if all required drawings, plans, specifications, information, and documents have been presented.

The following is an outline of the steps required in the design and construction approval process, and information on the required Applications, drawings, plans, specifications, and information - from Preliminary Review to Final Inspection:

S4.3.1 Step One: Preliminary Architectural and Site & Grading Review. Preliminary architectural review provides an opportunity for the Architect, Landscape Architect and Owner to review proposed drawings, plans and specifications with the ARB, and to take advantage of input from the ARB early in the design process. This step is especially important if the proposal involves any deviation from the *Guidelines*, intrusion into any setback requiring a Waiver or Variance request, approval of any new material, questions about the *Covenants* or these *Guidelines*, or with regard to homes in Governors Square, Tryon Courte, Walker Falls, Vance Villa Single Family Homes, Club Cottages, Stone Brook, which may involve any deviation from standard Model Design Elevations, or in some Village Communities, from the siting of the house on a lot. The North Carolina licensed Architect of record must submit a Preliminary Application Package to the POA Staff consisting of the following:

- **a.** Part 1 of the Application for Approval of Improvements filled out completely (See Appendix, Exhibit **A**).
- **b.** Application review fee (payable to "Governors Club Property Owners Association"). Contact POA Staff member for the current Fee Schedule.
- **c.** Any other fees due for special requests pursuant to the ARB Fee Schedule. Contact a POA Staff member for current Fee Schedule.
- **d.** **Two** (2) sets of preliminary Architectural Elevations **(24" x 36")**, and the Site and Grading Plan, that meet the criteria outlined in the Preliminary Application Checklist (See Appendix, Exhibit **C**)

Applicant must submit the completed Preliminary Application Package to the POA Staff before 5 PM on Monday, one week prior to a regularly scheduled ARB meeting in order to secure a place on the agenda.

Upon submission of a completed Preliminary Application Package, an ARB Representative will notify owners of homesites contiguous to this Homesite so they are informed of pending development, and they have an opportunity to make comments in writing to the ARB which may be relevant to development of this Homesite and its relationship to surrounding properties.

S4.3.2 Step Two: Final Architectural and Landscape Review. The Architect and Landscape Architect of record must submit, the Final Application Package to the POA Staff which consists of the following materials:

- **a.** Part 2 of the Approval of Improvements Application (Appendix, Exhibit **A**).
- **b.** Samples of required exterior materials and colors affixed to the templates provided labeled with manufacturer's name, model and color identification. (Should the ARB approve a revision of color or materials, the applicant shall update the sample

template). Project Architect must certify that the selected colors are not the same as adjacent houses, except as allowed in Village Communities.

c. Manufacturers' brochures and specification data providing illustrations and additional clarifying information about proposed exterior materials as necessary.

d. **Two** (2) sets of final Architectural Elevations **(24" x 36")** designed, drawn, and sealed by a North Carolina licensed Architect (see Article 10.1.3 of *Covenants*), which meet the criteria outlined in the Final Application Checklist. (See Exhibit **D**)

e. **Two** (2) sets of final site specific Site, Grading, Drainage, Landscape, Irrigation, Detail Drawings **(24" x 36"),** designed, drawn, and sealed by a North Carolina licensed Landscape Architect, which meet the criteria outlined in the Evaluation Checklist. (See Appendix, Exhibit **G**) Adequate drainage, and all approved structures (e.g. retaining walls, etc.) must be shown on Drawings so that if the Architect, Landscape Architect and/or General Contractor disassociates from the project, installation will be done in accordance with ARB approved drawings.

f. **One** (1) set of reduced copies of the drawings **(11" x 17")** including signed, sealed and dated Architectural Elevations (including hidden planes); Floor Plans; Building Details; Site, Grading, Drainage, Landscape, Irrigation and installation/specification Detail Drawings.

g. **One** (1) copy of the front Exterior Elevation in a minimum 1/8" scale, colored to represent the proposed exterior color and materials scheme for the home.

The Property Owner shall cause the Drainage Plan to comply with the current civil engineering requirements. The Drainage Plan may be reviewed by a licensed Civil Engineer designated by the ARB. Upon completion of a Final Review by the ARB a Certificate of Approval to build will be issued to the General Contractor. (Contact a POA Staff member at the POA building for copies of the Storm Water Management Policy and the Peer Review of Drainage Plans Policy).

POA Drainage Plans which solely affect POA property do not need to be reviewed by the ARB.

S4.3.3 Step Three: Issuance of Certificate of Approval; Water & Sewer Permits.

Once the General Contractor has paid the refundable Construction Deposit, and the Road Use Fees, the Governors Club ARB Certificate of Approval (See Appendix, Exhibit **H**), will be issued to the General Contractor. The General Contractor or applicant is to submit a copy of the Certificate of Approval to appropriate water and sewer utilities to obtain respective connection permits.

S4.3.4 Step Four: Submission of Plans to Building Department. The applicant or his/her representative submits approved Governors Club Certificate of Approval and the approved drawings/plans to the Chatham County Building Department, and any other agencies having jurisdiction for required permits. Chatham County requires the Governors Club Certificate of Approval and a receipt from the appropriate utility company for the water and sewer permits, prior to issuance of a Building Permit. The applicant should also apply to the respective utilities at this time for electric, gas, and telephone service.

S4.3.5 Step Five: Construction and Landscape Installation. *Also refer to Section 6 for "Construction Requirements & Restrictions."* It is vital that the General Contractor become familiar with the information in the **General Contractor's Packet**. This contains concise information regarding ARB procedures, specifically in regard to the construction process, and necessary Forms, including a Revised Submittal; Waiver or Variance Request Form for revisions. The Property Owner must notify the ARB immediately in writing if a General Contractor, Architect, or Landscape Architect has disassociated from, or otherwise ceases to be performing services on the project. For any projects started, but not finished by the date

approved by the ARB, late fees may be charged to the General Contractor in accordance with the General Contractor's Agreement.

S4.3.6 Step Six: Revisions and Changes. The applicant must notify and obtain approval from the ARB in writing (ARB Response), prior to executing any changes to the approved Site, Grading and Drainage, Landscape Drawings/Plans; Exterior Elevations; colors or materials. Applicants requesting design change approvals shall submit revision application (Exhibit **B**), revised drawings, prepared and sealed by the respective Architect or Landscape Architect of record, for approval by the ARB prior to execution of changes. The respective professional must also provide a complete, itemized list of changes for inclusion on the ARB Agenda.

POA Staff approval may be given on a very limited basis to facilitate changes that may require an immediate decision. Consult with the POA Staff for the guidelines for POA Staff approval.

Any requests for changes in exterior colors or materials must be accompanied by a properly labeled sample to affix in the corresponding Homesite book, as well as any additional information and/or displays, which may assist the ARB in determining the suitability of the request.

In the event the applicant desires to substitute a material different from one already approved by the ARB, it is the responsibility of the applicant to provide documentation and/or displays necessary for the ARB to determine whether or not the proposed substitute is acceptable, of suitable high quality, and compatible with the appearance of both the material it is intended to replace, and other approved exterior materials.

S4.3.7 Step Seven: Final Inspection. Prior to the scheduled completion date on file with the ARB, the POA Staff will call the General Contractor to get his/her projected completion date. If projected completion date is beyond 18 months (or ARB approved construction period, if more than 18 months) from the commencement date written on the General Contractor's Agreement, the General Contractor will be reminded of the fine schedule attached to the Contractors Agreement which includes fines for extended periods.

The General Contractor is responsible for contacting the Architect of record, Landscape Architect of record, Property Owner, and the POA Staff member in charge of Certificate of Compliance inspection to schedule the final inspection. The Certificate of Compliance inspection must be held within 120 days of the date of issuance on the Certificate of Occupancy.

The General Contractor must submit the As-Built Survey and the As-Built Irrigation Survey on or before the day of the Inspection. **(See S4.4)**

The POA Staff member will compare the completed home and lot to the approved Architectural Elevations, colors and materials, and the approved Grading, Drainage and Landscape Drawings, for conformance. If there are any deviations from the approved drawings, materials or colors, or if compliance items are outstanding, they will be noted on the Inspection Report. Photographs will be taken of the home and property for ARB review.

The Architect of record and Landscape Architect of record shall also note visible deviations of which they are aware, on the Schedule of Deviations attached to the Certificate of Compliance (See Appendix, Exhibit **I**). They will render an opinion on whether or not deviations meet *Covenants* and *Guidelines*. They should discuss significant deviations and necessary corrections with the Property Owner and the General Contractor. The respective professional will also be responsible for preparing revised drawings showing all actual revisions from last approved drawings. It is important that each Homesite book have drawings that reflect the finished project accurately.

A copy of the Inspection Report and the Schedule of Deviations will be given to the Property Owner and each of the professional team members. The date by which deviations must be corrected will be noted on the bottom of this form.

For every Certificate of Compliance inspection done by a POA Staff Member beyond the two required inspections, there may be a Fee due and payable to the Property Owners Association prior to, or the day of, the next inspection.

The ARB reserves the right to determine whether the landscaping, once installed, complies with the approved drawings/plans, the intent and requirements of the *ARB Guidelines* and *Covenants,* and if not, to require the installation of such supplementary landscaping as the ARB determines is necessary and/or appropriate ***before a Certificate of Compliance is approved.***

Where the ARB has approved a delayed planting schedule to allow cool season planting for larger trees and fescue grass, the Architect may sign off on the Certificate of Compliance at the time of the first inspection, but the Owner, General Contractor, and Landscape Architect will not sign off until the inspection of the completed landscaping installation has been accomplished.

S4.4 THE CERTIFICATE OF COMPLIANCE. When corrections are made and verified, the authorized POA Staff member will submit the Certificate of Compliance (See Appendix, Exhibit **I**) to the ARB for approval. ARB approval of the Certificate of Compliance is contingent, in part, upon the receipt and satisfactory review of the following:

- **a. As-Built Survey:** An As-Built Survey, executed by a licensed North Carolina Surveyor, that shows all structures and impervious surfaces (including, but not limited to, driveways, patios, decks, walks, retaining walls etc.).
- **b. As-Built Irrigation Survey:** An As-Built Irrigation Survey that shows the location of the irrigation system as actually installed, denoting that irrigation heads and lines at the street are back 5 feet from the curb, or certifying that they have check valves, and all trees, shrubs and areas planted with seed or sod are properly irrigated.

S4.5 ARB APPROVAL. The ARB will review the signed Certificate of Compliance, signed Schedule of Deviations, As-Built Survey, and As-Built Irrigation Survey. It is necessary that the Homesite conform to the *Guidelines*, and *Covenants*. The ARB will review the above documentation, and determine if all Fines, Fees and Assessments are paid. If appropriate, the ARB will approve the Certificate of Compliance. The signature of the Chairperson of the ARB is evidence of approval.

The original Certificate of Compliance will be kept on file in the POA building. The Property Owner will be sent a copy of the Certificate of Compliance for their records.

S4.6 CERTIFICATE OF COMPLIANCE APPROVAL TIME LIMIT; DELAY CONSEQUENCES. If the Certificate of Compliance has not been approved by the ARB within 120 days of the Certificate of Occupancy's date of issuance, and provided that **the General Contractor is responsible for deficiencies causing the delay, then the ARB will not approve the General Contractor for another project until such deficiencies are corrected. The General Contractor may be liable for fines in accordance with the Contractor's Agreement until a Certificate of Compliance has been approved. If noncompliance is the fault of the Property Owner, the Property** Owner shall be responsible for the fines of $20 per day until the Certificate of Compliance has been approved.

If the General Contractor is responsible for noncompliance, the Construction Compliance Deposit will not be refunded until the General Contractor facilitates the approval of a Certificate of Compliance. Construction Compliance Deposit will not be refunded if General Contractor refuses to correct deviations for which he/she is responsible.

If a Certificate of Compliance has not been approved by the ARB within 120 days from the date of the Certificate of Occupancy, the General Contractor may incur a Late Fee of $100 per day until the Certificate of Compliance has been approved. If noncompliance is the fault of homeowner the late fee may be waived.

If a Certificate of Compliance has not been approved by the ARB within 120 days from the date of the Certificate of Occupancy, the General Contractor (if they are also a Property Owner) or Property Owner may be referred to the Hearing Panel.

The lack of a Certificate of Compliance may impact the Owner's ability to sell the property in the future, and will prevent ARB approval of future requests for Alterations to the Homesite. The ARB may also take other actions as provided in the *Covenants*.

S4.7 CERTIFICATE OF NON-COMPLIANCE. The ARB has the authority to approve a Certificate of Non-Compliance which will be filed with the Homesite deed in the Chatham County Registrar's office. It is desire of the ARB that every Homesite have a Certificate of Compliance. However, if the Owner refuses to bring the Homesite into compliance with the approved drawings, plans, specifications, the ARB Guidelines and the Covenants, a Certificate of Non-Compliance may be the result.

A Certificate of Non-Compliance may impact the Owner's ability to sell the property in the future, and will prevent ARB approval of future requests for Alterations. The ARB shall also take other actions as provided in Article 13.5 of the *Covenants*.

S4.8 ARB AUTHORITY TO INSPECT. The ARB has the right to inspect exterior construction and landscaping for conformance with approved design documents. Property Owners should cooperate fully with members or agents of the ARB.

S4.9 DISCLAIMER.

a. **The ARB has not, and will not, undertake to review, verify, or question the sufficiency or accuracy of any drawings, plans, specifications, surveys, or reports submitted to it, nor any Improvements or Alterations accepted or approved by it.**

b. **The ARB does not warrant, review for, or determine the fitness, engineering, quality of soundness of construction, or construction materials, employed or selected by Owners or their agents.**

It is not the ARB's responsibility to verify the accuracy of specifications presented to it. There will be no ARB fee rebates for construction errors that are the result of inaccurate surveys.

Section Five (S5)

Alterations: Requirements & Restrictions

S5.1 ADDITIONS/REMODELING/IMPROVEMENTS/RE-LANDSCAPING.
The construction, change, or removal of exterior Improvements (architectural, hardscape, landscape, equipment or drainage) requires ARB approval. In general, the process parallels the process for building in Governors Club **(Section 4)**. No work shall commence without the written approval of the ARB. If a completed Homesite does not have a Certificate of Compliance, or has a Certificate of Non-Compliance, the ARB will not review any proposed improvement project on this Homesite, or any other homesite owned by the Owner of this Homesite, until this Homesite is brought into compliance.

S5.1.1 Documents Required. Applicant must submit the following documents:

- **a.** Revised Submittal; Waiver or Variance Request Form (Appendix, Exhibit **B**).
- **b.** Architectural Elevations sealed by a licensed North Carolina Architect.
- **c.** Site, Grading, Drainage, Landscape, Irrigation, Detail Drawings, as appropriate, sealed by a licensed North Carolina Landscape Architect. Site Plan must show topography, property lines, road, easements, rights of way, setbacks, footprint of house/garage on adjacent Homesites, existing landscaping and trees with trees proposed for removal marked with an "X."
- **d.** Color and material samples to be affixed in the Homesite book; indicate manufacturer's name, and model as appropriate.
- **e.** Any other identifying, relevant or required information.
- **f.** Schedule of Completion for ARB review, and approval.

S5.1.2 Review Fees. An architectural review fee may be charged for Alterations to existing Improvements including, but not limited to: additions, remodeling, landscaping, drainage and hardscaping. A current fee schedule is available from a POA Staff member at the POA building. It is not the ARB's responsibility to verify the accuracy of specifications presented to it. There will be no ARB fee rebates for construction errors that are the result of inaccurate surveys. See ARB Guidelines, Disclaimer, S4.8.

S5.1.3 Re-Landscaping. Re-landscaping of existing landscape requires ARB approval. Applicants shall consult with the POA Staff to determine the design documents and information required for approval. The ARB has authorized the POA Staff to determine when revisions must be drawn and sealed by a North Carolina licensed Landscape Architect in order to meet ARB requirements. Revised drawings must show the entire property, not just a portion of the property, with setbacks and buffer strips clearly drawn; footprint of house/garage on adjacent Homesites; existing landscaping and trees, and trees proposed to be removed; all existing and proposed Improvements. Landscape minimums and designated sizes must be adhered to when replacing trees and/or shrubs. **(Refer to S3.20.6 and S3.20.7)**

S5.1.4 Hardscaping. All hardscaping projects (e.g. stone walls, walkways, water features, tree wells, etc.) require ARB approval, no matter the location, scope or size of project. Revised drawings must show the entire property, not just a portion of the property, with setbacks and buffer strips clearly drawn; footprint of house/garage on adjacent Homesites; landscaping existing trees, and trees proposed to be removed; all existing and proposed Improvements.

S5.1.5 Removal of Trees. No tree with a diameter (caliper) of 4 inches (measured 2′ above natural grade) or more is to be removed without prior approval by the ARB. When an Alteration is under construction the Landscape Architect of record must present a request to the ARB for the removal of trees beyond those initially approved.

S5.1.6 Removal of Trees to Open A View.

a. The removal of trees above 4″ in caliper will require ARB review and approval. Approval will be granted if it is determined by POA Staff or an ARB representative that the tree(s) in question is dead, dying, diseased, or presents a danger or is damaging to the owner's or to contiguous property. No approval is required for the removal of trees less than 4″ in caliper (measured 2′ above grade).

b. If POA Staff or an ARB representative does not approve the removal, based on the criteria in "a" above, the property owner may appeal this decision to the full ARB. In cases of appeal, the ARB will review and determine the appropriateness of requests for the removal of healthy trees, using the criteria described in "a" above as well as new, relevant information the applicant may present.

c. When trees are removed replacement with healthy trees/shrubs may be required to maintain the appearance of the property. The planting of replacement trees or shrubs may not be required when the property is heavily wooded.
Such a request may be granted without the need to plant replacement trees/shrubs in cases where the removal of the tree(s) does not result in a significant reduction of tree canopy coverage. In such cases or where the property is currently below the desirable tree canopy coverage for the lot size (see "e" below for guidance), planting of replacement trees or shrubs would be required by the ARB.

Distribution of trees on the property will also be a factor in deciding on the appropriateness of tree removal. Removal of healthy trees should be considered as a last resort in maintaining the scenic vista, with tree pruning as the preferred alternative.

d. In determining the appropriateness of removal of healthy trees, the ARB may review the number of trees on the portion of the lot that is Removal of healthy trees on developed lots, solely for the purpose of enhancing or maintaining the scenic vistas cannot be approved by POA Staff or an ARB representative and requires full ARB review and approval.

e. outside the building envelope (the area within the property that is defined by the setbacks) and use the following to guide its decision:

1. Properties less than ½ acre in size should have a tree canopy* of 30% or greater.
2. Properties between ½ and 1 acre should have a tree canopy* of 40% or greater.
3. Properties in excess of 1 acre should have a tree canopy* coverage of 50% or greater.

*Tree canopy coverage is defined as the layer of leaves, branches and stems comprising the crown of the tallest trees 20 feet or higher above ground.

f. Should a property owner wish to pursue the removal of healthy tree(s), it will be necessary to have the current tree canopy coverage must be determined by a Certified Arborist or Landscape Architect selected and paid for by the property owner. The selected professional must submit a stamped, written report of his/her findings to the ARB.

S.5.2 TRACKING PROGRESS FOR ALTERATIONS. A R**efundable Construction Deposit will not be required on Alterations that the ARB deems "minor."**

Whereas Governors Club is approaching build-out and achieving the character of a mature community, a greater number of the projects coming before the ARB will be Alterations (additions and renovations) to existing homes.

Therefore the ARB needs to establish a protocol for when, and under what circumstances, a Certificate of Compliance will be required on these Alterations.

Minor Alterations: Minor Alterations involve limited scope and are completed in less than six months. They include most landscaping projects, retaining walls, decks, conversion of a deck or patio into a screened porch, the addition of dormers, windows and doors, painting, replacement of defective siding or trim, and paving projects under 500 sq. ft.

Major Alterations: Major Alterations include house additions over 300 square feet whether heated or not, garages, screened porches, swimming pools, major changes to the exterior appearance, major landscaping and hardscaping that significantly alters the exterior appearance of existing improvements and paving projects over 500 sq. ft.

The ARB shall determine at the time of approval whether a project is Minor or Major, and based on the scope of the project assign a time limit of six months, a year or eighteen months in which to complete the project, including a Certificate of Compliance, if required. The Extended Construction Fee Policy shall apply after expiration of the approved time period.

A Certificate of Compliance shall be required on all Major Alterations, including submission of an As-Built Survey. For any Minor Alterations the ARB has the right to require a Final Inspection by a POA Staff Representative, an As-Built Survey and/or a Certificate of Compliance for any Minor Alteration, for any reason.

In the case of Major Alterations of up to one year, the General Contractor shall tender a refundable Construction Deposit of $1,000 before receiving approval to begin work. Where the ARB has approved a construction period greater than one year the deposit shall be the same as for a new home. This deposit will be refunded when the Certificate of Compliance has been approved. Delays or lack of Certificate of Compliance will be treated like a new construction delay. (See S4.6 and S4.7)

S5.3 COMPLETION REQUIREMENTS. The ARB will determine if a Final Inspection, an As-Built Survey, As-Built Irrigation Survey and a Certificate of Compliance will be required on these Alterations. The ARB will decide which Alterations need a Certificate of Compliance inspection. Unless the ARB has specified otherwise, the Assistant Community Manager will determine when it is necessary for a team professional to sign off on the Certificate of Compliance.

When the ARB determines that a Certificate of Compliance is required on an Alteration (renovation or addition) project, the General Contractor will be required to sign the "Renovations and Additions Certification and Agreement" as well as adhere to the "Tracking Progress for Alterations."

S5.4 REPAINTING EXTERIORS OF EXISTING HOMES.

S5.4.1 Painting the Same Color. Property Owners are to notify the POA Staff, prior to repainting an existing dwelling, or other Improvements, with the previously approved color so that there is a record of when the house has been repainted. After a Revised Submittal; Waiver or Variance Request Form has been filled out, an authorized POA Staff member may stamp it "Approved."

S5.4.2 Painting a Different Color. Repainting of any existing dwelling or Improvement thereon, with a color other than previously approved, shall require the approval of the ARB. A color sample affixed to the Homesite book color template, labeled with the Light Reflective Value (LRV), manufacturer's name, color identification, and repainting location identified on the Exterior Elevations, shall be submitted to the ARB for color change approval. (Refer to S3.7.2 and S3.7.3 to review Light Reflective Value limitations for siding, fascia and trim colors).

Property Owners planning to repaint the exterior of existing homes are encouraged to seek approval to upgrade color schemes to conform to current ARB standards.

Section Six (S6)

Construction Requirements & Restrictions

S6.1 CONSEQUENCES OF VIOLATING CONSTRUCTION REQUIREMENTS. Any General Contractor who is authorized to perform work in Governors Club is required to execute the Contractor's Agreement which is attached as Exhibit M, and is incorporated by reference. A General Contractor who violates the provisions of the *Covenants, Guidelines*, or requirements of the Contractor's Agreement may be required to pay fines, forfeit its construction deposit, stop work, and/or be barred from further projects within Governors Club, all as set forth therein. However, the Property Owner remains wholly responsible for the actions of the Owner's Contractor. The POA's recourse against a Contractor is in addition to, and not in lieu of, enforcement proceedings that may be instituted against the Owner for violation of the *Covenants or Guidelines*.

S6.2 CLEARING REQUIREMENTS. An authorized ARB Representative must approve the ribboned clearing limit prior to any clearing of the site. Prior to Preliminary and Final ARB review, the applicant or his/her representative must install a continuous loop ribbon, in accordance with the approved Site and Grading Drawing/Plan, that clearly cordons off areas within which trees are to be removed and protects trees that will not be removed. The purpose of this ribbon is to make clear which trees will come down and which ones will not. The accuracy of the clearing limit ribbon placement shall be verified by an on-site meeting of the General Contractor and an authorized ARB Representative, before permission to clear is given. To assist in this review and approval, the critical corners of the home, as identified on the Site Drawing/Plan, shall have previously been staked. If there are questions, concerns, and deviations, they must be resolved with concurrence of the Landscape Architect, prior to clearing, and if significant, brought back to the ARB for approval before clearing may proceed. Unless otherwise agreed at the on-site review meeting, silt, tree and safety fencing shall be installed immediately after clearing.

When a Homesite is under construction the Landscape Architect of record must present a request to the ARB for the removal of trees beyond those initially approved.

S6.3 SILT, SAFETY, AND TREE FENCE INSTALLATION. After clearing and prior to grading, silt, safety and tree fencing must be installed. Care must be given to properly fence individual tree specimens that are scheduled to be preserved. Safety fencing shall be used to mark the perimeter of the building envelope. Flagging or tree fencing shall be used as set forth in the ARB approved Site, Grading and Landscape Plans to prevent damage to trees, including root zones and natural areas. Construction materials and machinery shall be kept away from trees, off root zones, and out of natural areas.

S6.4 EROSION PREVENTION AND CONTROL INSTALLATION. All erosion prevention and control measures, as indicated on approved Site, Grading and Drainage Drawings/Plans, shall be strictly followed and maintained.

S6.5 LANDSCAPE INSTALLATION REQUIRES CLOSE SUPERVISION. **The General Contractor is responsible for the entire project and should be familiar with the approved Landscape and Irrigation Plans so that he/she can properly supervise installation.** It is

essential that the landscaping meet the intent of the approved Landscape Plans, the *ARB Guidelines* and the *Covenants*. Features of particular importance include full screening of mechanical equipment and the underside of decks, proper initial installation height of plant material, and careful placement of all shrubs and specimen trees to provide screening where intended. The Landscape Architect is to conduct a detailed field inspection, comparing the installation with the approved Landscape Drawing/Plan, and specifications. In the event a particular species or variety of plant specified on the Drawing/Plan is not available, the Landscape Architect may authorize a substitution of another species or variety of the same size at planting and at maturity, if the Landscape Architect is confident that the substitute will accomplish the intended objective. Changes in the field, which address topography, maintain the effect of mature plants, complement the house and tie it into the setting, are generally acceptable. Any substitutions or field changes should be noted on the Schedule of Deviations and attached to the Certificate of Compliance. The Landscape Architect should submit any proposed substantial change to the ARB for approval, prior to installation.

S6.6 CONSTRUCTION SITE: REQUIREMENTS & RESTRICTIONS.

S6.6.1 Site Order & Cleanliness. All job sites will be kept in a clean and orderly condition. No materials will be stored or placed in the streets, swales, rights of way, natural areas, or golf course frontages. Should it become necessary for the POA to clean a site, or have a site cleaned, the General Contractor and/or the Owner will be responsible for paying the costs. Care shall be exercised in the storage of material. Trash and debris must be handled as follows:

- **a. Trash Receptacle:** All trash, wrapping and packaging materials, food and food containers shall be placed in a covered, enclosed trash receptacle to prevent debris from blowing onto adjacent property or street.
- **b. Debris Enclosure:** All construction debris must be placed in a suitably sized enclosed area, and must be picked up once capacity reaches 75% to avoid overflow. Debris enclosures and other approved trash receptacles shall not exceed capacity.
- **c. Trash and Debris Removal:** Job site debris shall be removed from debris enclosure or other approved trash receptacles, if needed, by 3 PM Thursday.
- **d. Dumpsters.** Roll-out dumpsters (sized appropriately for the lot) and the location thereof will be considered for ARB approval on a case-by-case basis. Dumpsters should be in good condition and a dark color.

S6.6.2 Signage: Requirements & Restrictions. No signage is permitted at any job site unless required by law and/or approved by the ARB. Posting a sign or banner that is not approved by the ARB is prohibited. ARB approved signs are as follows:

- **a. Construction Sign:** Prior to new construction of Improvements, or Alterations to existing Improvements, a Governors Club standard construction sign must be ordered as directed by the ARB, and attached to a Governors Club standard post (in ground installation with sign facing street is required), which also supports the standard permit box. Post, sign and permit box must be maintained for the duration of the project. Sign must be removed within 30 days of date of Certificate of Occupancy. Information for ordering the standard Governors Club construction sign may be found in the General Contractor's Packet. (See **S4.3.5**)
- **b. "Do Not Block Mailbox or Driveway" Sign:** The Owner of an Improved Homesite adjacent to a project under construction, may borrow a "Do Not Block Mailbox or Driveway" sign from the POA Office to install for the duration of construction. Sign must be signed out from a POA Staff member, and must be returned when it is no longer needed.

S6.6.3 No Alcoholic Beverages Or Illegal Drugs Are Permitted On Job Sites.

S6.6.4 The Playing Of Music Loudly On Any Construction Site Is Prohibited.

S6.6.5 Staging Material Location Restrictions. In no case are Governors Club streets to be used as material staging areas. Piling materials in any street or cul-de-sac is not allowed. The POA may move or remove such materials at the expense of the General Contractor.

S6.6.6 No Fires On Construction Sites Are Allowed In Governors Club.

S6.6.7 Roll-off Dumpsters. Dumpsters (sized appropriately for the lot) and the location thereof will be considered for ARB approval on a case-by-case basis. Dumpsters should be in good condition and a dark color.

S6.6.8 Temporary Office; Storage Containers. Temporary construction site trailer offices and storage containers are prohibited unless the ARB has approved the appearance and proposed location of the trailer or storage container.

S6.6.9 Construction Toilet. Each construction site must have a construction toilet (i.e. Port-A-John or Port-O-Potty) on site with approved tight knit wooden lattice screening/trellising on three sides of the construction toilet. Additionally, the construction toilet door must face the construction site, and not be seen from the street. The construction toilet must be installed at the same time as the silt, safety and tree fencing. For proper sanitation, timely maintenance of the construction toilet is required. A construction toilet is required on all projects that will take at least two weeks to complete, and must also be screened whether for new construction or renovations.

S6.6.10 No Animals. Neither the General Contractor, nor any sub-contractor, or their agents, shall be allowed to have any animals on the construction site.

S6.6.11 No Children. Neither the General Contractor, nor any sub-contractor, or their agents, shall be allowed to have any children on the construction site without special permission from the ARB.

S6.6.12 No Firearms. Neither the General Contractor, nor any sub-contractor, or their agents, shall be allowed to have any firearms on the construction site.

S6.6.13 Construction Vehicles & Parking. Property Owners may be required to submit a parking plan for job sites that are especially congested or dangerous, and the plan must be approved by POA Staff. The following provisions shall apply whether or not such a parking plan is required:

- **a.** Construction or maintenance vehicles shall be parked in work site driveways where possible. Vehicles may not block cul-de-sacs, intersections, driveways, or mailboxes, and may not be parked on neighboring property without the written permission of the owner of that property.
- **b.** No vehicles, materials, or equipment may be left on any street overnight.
- **c.** Parking in the right of way of the lot being improved is permissible, but only with POA Staff approval. Utility pipes are installed in the right of way and heavy trucks may cause damage.
- **d.** Upon completion of project, fescue grass sod, or an alternative sod as specified by the ARB, shall be placed in street right of way areas to attain an immediately attractive appearance along the street front. For right of way areas, where mowing is impractical, as determined by the ARB, the ARB will consider alternative plant material as may be proposed by the Landscape Architect.
- **e.** When it is necessary to use a street for a brief period to load or unload, or when using hidden drives, flagmen and warning devices (e.g. cones or flags) shall be used at all

times. Safety cones must be placed at least twenty-five feet in front and behind the vehicle and trailer as a warning for approaching motorists. All vehicles should be parked on one side of the street with intermittent spaces of at least twenty-five feet between vehicles to allow motorists passing against traffic flow to pull over.

f. All persons shall drive carefully, obeying the community wide 25 M.P.H. speed limit and all North Carolina Department of Transportation regulations.

S6.6.14 Accident Prevention. General Contractors shall take all reasonable precautions to prevent accidents. When it is necessary to use a street for a brief period to load or unload, or when using hidden drives, flagmen and warning devices (e.g. cones or flags) shall be used at all times. The General Contractor shall warn all drivers, sub-contractors, and suppliers, that there are very steep roads and hidden drives, and that driving in excess of 25 M.P.H. is prohibited and dangerous.

S6.6.15 No Overnight Storage, or Vehicles on Street. Neither the General Contractor, nor any sub-contractor, or their agents, shall store any materials or equipment on any street overnight. Vehicles, materials and equipment will be removed at the expense of the owner and/or user.

S6.6.16 Silt Fencing. ***After the lot clearing*** appropriate silt fencing must immediately be installed as per the ARB final approved Drawings and applicable guidelines. Silt fencing on each construction site must be maintained (i.e. emptied or replaced when full), and re-installed if damaged. Should silt or other debris wash, or otherwise find its way off of the construction site onto neighboring property, the streets, natural areas, water bodies, or the golf course, the General Contractor and/or the Owner shall be responsible for paying the cost of removal. Silt fencing and stakes must be removed after landscaping is completed.

S6.6.17 Trees.

a. Tree Protection Fencing. After the lot clearing, tree protection fencing shall immediately be installed per the approved plans and specifications and applicable Guidelines. Tree protection on each construction site must be maintained and re-installed if damaged. Tree fencing and stakes must be removed after the landscaping is completed.

b. Tree Ribbons. Prior to Certificate of Compliance inspection, ribbons shall be removed from all trees on the improved Homesite.

c. Tree Removal. Removing trees of 4 inches in diameter (measured two feet above grade) or greater without the prior approval of the ARB is prohibited.

d. Damage to Trees. In addition to the fines that may be imposed for violation of these Guidelines, if a tree of 4 inches in diameter (measured two feet above grade) or greater is damaged, or is removed without ARB approval, the Property Owner and/or Contractor shall replace the tree with a specimen of similar size of the ARB's choosing.

S6.7 REMOVE TREE RIBBONS UPON COMPLETION. Prior to Certificate of Compliance inspection, the General Contractor must remove ribbons from all trees on the improved Homesite.

S6.8 SPEED LIMIT AND ROAD USE RESPONSIBILITIES. All persons, including construction personnel, shall drive carefully, obey the community wide 25 M.P.H. speed limit, avoid parking on the roads, and put up cones or use flagmen when needed to warn of a potentially dangerous situation; and obey all North Carolina Department of Transportation regulations.

S6.9 EMERGENCY TELEPHONE NUMBER. All General Contractors shall keep a 24-hour emergency phone number on record with the POA, the Gatehouses, and the ARB. The General Contractor shall submit personnel and sub-contractor lists to the ARB before the ARB releases the Certificate of Approval which is required to obtain building and other permits.

S6.10 CLEARING & CURB CUT: REQUIREMENTS & RESTRICTIONS. Prior to clearing, a POA Staff member will take and retain photographs in the homesite book of the following:

- Road slabs in front of lot and one slab to the right and left.
- Curbs on both sides of drive cutout.
- Curbs on far side (other side) of lot.

Non-rollover curbs must be plunge cut at the left and right ends of the apron, and also cut through the seam between the street gutter and the road pavement, cutting the rebar, and thereby separating the gutter and curb from the street. **The curb must remain in place throughout construction, and may only be removed immediately prior to installing the apron.** Rollover curbs do not need to be cut. Backer rod is required in the curb cut.

It will be the Contractor's responsibility to correct damage to driveway, road and curb so that they are in compliance with our specifications. If they fail to do this, then the POA will do necessary repairs and charge them back to the Contractor, or take the cost out of their refundable construction deposit. Additional charges beyond the refundable deposit will be billed to the Contractor. The Refundable Construction Deposit will be withheld until road, curb and gutter damage has been satisfactorily repaired.

S6.11 TEMPORARY GRAVEL DRIVEWAY. A gravel construction driveway shall be installed prior to the initiation of grading and construction. Gravel must be placed in back of the curb, and extend the entire length of the driveway; it must be maintained for the life of the project. Gravel must be kept out of the road throughout construction. Gravel scattered in the grass portion of the right of way must be completely removed upon completion of the project.

S6.12 CONCRETE APRON INSTALLATION. The concrete apron is to be installed immediately after removal of the curb, generally at the end of the project. Expansion joints will be required at each end of the apron abutting the curb. Contact between a new driveway and the existing road should be non-bonding by laying sheets of poly along edge of existing road concrete, and then pouring new concrete for the driveway. If not done by time of Certificate of Compliance Inspection the Operations Manager will require that this be installed before a Certificate of Compliance will be approved.

S6.13 DESTRUCTION OR DAMAGE. Property Owners are responsible for ensuring the construction process at a Homesite does not interfere with the peaceful possession and use of owners of other neighboring properties. Property Owners are responsible for any damages to neighboring properties incurred during the construction process of a Homesite. Destruction or damages affecting neighboring properties include, but are not limited to:

a. Damage to any vehicle or any Improvements.
b. Damage to mailboxes or posts.
c. Destruction or interruption of utility lines.
d. Damage to irrigation system.
e. Damage or destruction of natural foliage and landscaping.
f. Damage caused by improper routing of drainage through neighboring property.
g. Improper staging of materials on neighboring property.
h. Improper dumping of rubbish or materials on neighboring property.
i. Damage to any adjacent rights of way, including curbing.

S6.14 USE OF PONDS OR LAKES PROHIBITED. The ponds and lakes within the community are for the exclusive use of property owners and their guests. Neither the General

Contractor, nor any sub-contractor or their employees and/or agents, shall be allowed to use the ponds and lakes within the community for any purpose, including without limitation, for fishing.

S6.15 CONSTRUCTION HOURS.

Construction work is permitted between 7:00 AM and 6:00 PM, Monday through Friday. Indoor, non-noisy work is permitted between 8:00 AM and 5:00 PM on Saturdays, but approval for such work must be requested in advance, at least before 10:00 AM the Friday before such work is planned. The house must have doors and windows installed to reduce to a minimum the noise of indoor construction. There shall be no construction work permitted on Sundays. Excessive noise reported by neighboring residents will be sufficient cause for the POA Staff to eliminate Saturday work by that General Contractor on that Homesite.

The Contractor or project manager may review a project on site after 6:00 PM, Monday through Saturday.

No construction work will be permitted on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas.

No General Contractor or sub-contractor work will be permitted to work on Sundays.

Outdoor work on Saturdays is limited to non-noisy work.

The house must have doors and windows installed to reduce to a minimum the noise of indoor construction. Excessive noise reported by neighboring residents will be sufficient cause for the POA Staff to eliminate Saturday work by that General Contractor on that Homesite.

Saturday work hours will be 8:00 AM to 5:00 PM throughout the year. General Contractors must make special arrangements at the POA building for any Saturday work by requesting approval in advance - before 10 a.m. on Friday.

A neighboring resident may request that a General Contractor not work on a specific lot, on a specific Saturday, because of a special party or function planned for that day. Resident's request is to be made ten days ahead of the event, directly to a POA Staff member in the POA Office.

Radios must be kept on low volume during all workdays, including Saturday.

Failure to comply with this policy may result in the General Contractor being referred to the Hearing Panel.

S6.16 GENERAL CONTRACTOR RESPONSIBILITIES. Without limiting the foregoing requirements:

- **a.** General Contractors must review the General Contractor's Packet and must execute the General Contractor's Agreement and abide by its terms.
- **b.** General Contractors are responsible for making a refundable Construction Compliance Deposit to assure the prompt payment by the Contractor of any fines imposed for the violation of the Contractor's Agreement, or the *Covenants* or *Guidelines*, or for any work performed by the POA which the Contractor has failed to perform. The deposit shall be $10,000.00, unless there is a documented history of noncompliance by the General Contractor with respect to other projects in Governors Club, in which case the deposit shall be $20,000.00. The deposit will be held, without interest, by the POA with its other non-segregated general funds.
- **c.** General Contractors are required to pay the following non-refundable road usage fees:

New Construction:	
Fee - Up to 3,500 per square feet …….....	$ .50/sf
Over 3,500 per square feet ……	$ .55/sf
Alterations, Additions, Revisions to Completed Homesite*:	
Base Fee…….....	$ 225
Fee per square foot……...	$ .30/ sq. ft.

*This applies to any increase in square footage (heated or not) to building projects on completed homesites that necessitate new footings and continuous foundation. This also includes, but is not limited to, structural additions, concrete patios, terraces, driveways, driveways, or other work that requires over eight yards of concrete.

General Contractors are expected, once a project begins, to progress steadily. If steady progress is not observed, the General Contractor and Property Owner may be requested to appear before the ARB. If the project remains unattended or fails to show progress in 30 days after meeting with the ARB, the General Contractor and/or Property Owner may be subjected to fines or other enforcement action.

If a Certificate of Compliance has not been approved by the ARB within 120 days from the date of the Certificate of Occupancy, the General Contractor will incur a Late Fee of $100 per day until the Certificate of Compliance has been approved. If noncompliance is the fault of homeowner the late fee may be waived as to the General Contractor, but imposed against the Property Owner.

If new construction has not been completed within 18 months from the commencement date set out in the Contractor's Agreement or the date approved by the ARB in writing if more than 18 months, late fees consistent with the Fine Schedule may be charged to the General Contractor. Late fees may also be imposed for other alterations, additions, and revisions to an existing dwelling if said construction is not completed within the time frame established by the ARB, or 18 months if not time frame is established.

S6.17 PROPERTY OWNER RESPONSIBILITIES. Without limiting the foregoing requirements:

- **a.** The Property Owner is ultimately responsible for insuring that all General Contractors working on their Homesite adhere to approved drawings, plans, specifications, *ARB Guidelines*, and *Covenants.*
- **b.** The Property Owner is responsible that the landscaping, once installed, complies with the intent and requirements of the approved plans, *ARB Guidelines* and the *Covenants,* and if not, causes the installation of such supplementary landscaping as the ARB determines necessary to be installed.
- **c.** Owners must be familiar with the *Covenants* and *ARB Guidelines* which address their obligations during the building process.
- **d.** The Property Owner is ultimately responsible for correcting deviations and obtaining a Certificate of Compliance. If there is a Certificate of Non-Compliance, the property owner is responsible for correcting deviations and bringing the Homesite into compliance, enabling a Certificate of Compliance to be approved. If a Homesite has been sold without a Certificate of Compliance or with a Certificate of Non-Compliance, the new Property Owner(s) will assume responsibility for attaining a Certificate of Compliance or correcting the deviations which have caused the Certificate of Non-Compliance, and attaining a Certificate of Compliance. A Certificate of Non-Compliance will be recorded in the Registrar of Deeds office.

Section Seven (S7)

Architectural Review Board Policies

S7.1 DESIGN REVIEW APPROVAL. Final ARB approval of all new construction of Improvements or Alterations to existing Improvements must be obtained in writing (evidenced by the ARB Response, and the Certificate of Approval when applicable), before the General Contractor can obtain building permits or commence work.

S7.2 DESIGN REVIEW DECISIONS. Upon receipt of a properly completed Application Package the ARB will review and render one of three types of decisions in writing (ARB Response):

APPROVED (with or without comments)

a. **APPROVED SUBJECT TO LIMITING CONDITIONS**
b. **DISAPPROVED**

If an Application Package is APPROVED (with or without comments), the applicant may proceed.

If an Application Package is APPROVED SUBJECT TO LIMITING CONDITIONS, then the applicant must make the required changes prior to proceeding and resubmit. "Limiting Conditions" are binding upon the applicant.

In the event an Application Package is DISAPPROVED, then applicant must make appropriate changes and resubmit.

Application review is conducted during a regularly scheduled ARB meeting at which ARB members will ask questions and engage in thorough dialogue with the applicant(s) while he/she is in the meeting room. After the applicant leaves the room the discussion will continue and a decision will be rendered. The written Minutes and the written ARB Response will be the official record of decision of the ARB.

S7.3 APPEAL OF ARB DECISION TO THE ARB. If an Application has been disapproved, or the approval is subject to limiting conditions which the applicant finds unacceptable, within 30 days of the ARB response, the applicant may appeal, in writing to the ARB to justify his/her position.

The ARB will schedule the appeal within thirty (30) days following receipt of the applicant's written request. After the appeal, the ARB will notify the applicant of its final decision within thirty (30) days of the appeal. Generally, appeals take place during regularly scheduled ARB meetings.

S7.4 APPEAL OF ARB DECISION TO THE POA BOARD OF DIRECTORS. Upon continued disapproval by the ARB, the applicant may appeal the final decision of the ARB to the POA Board of Directors. To appeal, the applicant must request in writing and within thirty (30) days of the date of the ARB's written disapproval, an appeal before the Board of Directors. Contact the POA office to request a copy of the requirements for an appeal to the POA Board of Directors.

The POA Board of Directors will schedule the appeal within thirty (30) days after the date of receipt of the written request. The POA Board will notify the applicant of its decision within thirty (30) days after the appeal. The POA Board's decision will be final.

S7.5 WAIVERS OR VARIANCES, EXCEPTIONS. The ARB decides whether an exception to the Guidelines, and/or a Waiver or Variance of certain specified provisions of the Covenants10, is to be granted or denied based on the requirements set out in the Covenants and the Guidelines, and on careful consideration of the merits of the individual request. The Covenants (Article 11.1.11, e) allow the ARB to approve a Waiver (any percentage over zero up to 25%) without concurrence of the POA Board of Directors, with the exception of structural walls or foundations - see S7.7 for complete details. In accordance with the Covenants (Article 11.1.11, e), only the POA Board of Directors has the authority to grant a Variance (any percentage over 25% and up to 40%). No Variance shall be considered, or shall be granted, over 40%.

If for a Village Home, the Model Architectural Elevations, Site Plans, specifications, and neighboring Homesites shall be considered.

An Applicant seeking an exception to the *Guidelines* or a Waiver or Variance of the Covenants is to present the exception, Waiver or Variance request, show the nature of the exception, Waiver or Variance in detail, and substantiate the need for the exception, Waiver or Variance at the Preliminary Architectural Review. A request for a Waiver or Variance must be accompanied by a check for the amount of the current fee (see Fee Schedule in the POA office). The check for the fee is non-refundable.

> **S7.5.1 Waivers, Variances and Exceptions: Unique and Do Not Set a Precedent**. A Waiver or Variance of the Covenants and/or an exception to the Guidelines may be granted only if it is within the authority of the ARB 11; the exception, Waiver or Variance is found to be reasonably necessary; is in conformance with Governors Club's philosophy and standards; will not unduly interfere with neighbors' enjoyment; is the best resolution of the situation; and/or is in the best interest of the community. Any exception, Waiver or Variance granted shall be considered unique, and will not set any precedent for future decisions.

S7.6 MODIFICATIONS IN A VILLAGE COMMUNITY. An applicant seeking approval of major modifications of Architectural Elevations in Village Communities with Model homes, changes must be easily discernable on the drawings and presented to the ARB at the Preliminary Architectural Review.

Architects are responsible for following each Village Community's Supplemental Guidelines. Some Village Communities have a Village Community Advisory Panel (VCAP) that reviews proposed Drawings for their respective community. Each Village Community Advisory Panel may communicate their observations and concerns in writing to the ARB. The ARB has the final decision on all applications, barring an Appeal to the POA Board of Directors.

S7.7 STRUCTURAL WALLS/FOUNDATION ENCROACHMENT: POA APPROVAL REQUIRED. For a setback encroachment caused by a structural wall and/or foundation of a single family residence/dwelling, of a garage, or of a decorative structure and/or auxiliary buildings not attached to the primary dwelling, a ARB recommendation for approval of a Waiver or Variance (as appropriate) of a setback must have the concurrence of the POA Board of Directors.

S7.8 WRITTEN APPROVALS/ORAL STATEMENTS. The written ARB Response will set forth actions, conditions, and comments regarding approval of application and/or plan(s). No later than thirty (30) days after receipt of all information required by the ARB for final review (unless the applicant waives this time requirement), the ARB shall respond to the applicant in writing. In the event the ARB fails to respond within said thirty (30) day period (or such additional time as may be

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[10] The *Covenants* permit only certain specified provisions of the *Covenants* to be waived by, or Variances granted by, the ARB.

allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the ARB.

The ARB shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARB's sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ARB shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

Upon approval of an Application, drawings, plans and/or specifications, the ARB will issue a Certificate of Approval for new Improvements and in some cases major Alterations, for the commencement of construction, signed by the Chairman or other authorized member of the ARB, which may include limiting conditions.

The documentation on file with the ARB **shall be the sole source of reference regarding ARB approval to include, but not be limited to, the following:** Written Applications, Drawings, Plans, ARB Responses, Certificates, correspondence, samples, photographs, and other writings submitted to the ARB and on file in the POA building. Oral statements shall not be relied upon unless incorporated into written approvals, or noted on design documents, dated and signed by an authorized member of the ARB.

S7.9 HOMESITE BOOK. The Homesite Book and its contents are the exclusive property of the Property Owners Association. Homesite Books and/or their contents may not be removed from the POA building, unless approved and signed out by a POA Staff member, only when the POA Staff member deems the loan necessary. Due to intellectual property rights law, plans may not be copied and/or given out to anyone by the POA Staff, with the exception of the person whose executed seal appears on the Drawings.

S7.10 CONSTRUCTION APPROVAL EXPIRATION. Approval will automatically be revoked unless construction is commenced within five (5) months of Final Architectural Review approval date. A Renewal of Approval may be granted by the ARB upon receipt of a written request - prior to the expiration of the five (5) month period.

S7.11 DEADLINE FOR COMPLETION OF CONSTRUCTION. If new construction has not been completed within 18 months from the commencement date set out in the Contractor's Agreement or the date approved by the ARB in writing if more than 18 months, late fees consistent with the Fine Schedule may be charged to the General Contractor. Late fees may also be imposed for other alterations, additions, and revisions to an existing dwelling if said construction is not completed within the time frame established by the ARB, or 18 months if not time frame is established.

S7.12 VIOLATIONS. The ARB will report known violations to the Owner and/or General Contractor, as appropriate, and seek compliance. The Architect, Landscape Architect, General Contractor, and Owner may be asked to meet with the community manager or ARB to resolve violations. If the violations are not resolved, the POA may impose fines against the Contractor in accordance with the Fine Schedule attached to the Contractor's Agreement; perform work which the Property Owner or Contractor failed to perform and recover the cost of the same from the Property Owner and/or Contractor; issue a stop work order until the violation is remedied; impose fines against the Owner as permitted by law; and proceed with any other action permitted by law, including filing of suit in a court of law or equity, to ensure compliance.

The ARB Guidelines are periodically amended. For the most current version, visit the Governors Club Website at: www.governorsclubpoa.com

The ARB Guidelines Revised 2021 henceforth supersedes previous ARB Guidelines. These *Governors Club Architectural Review Board Guidelines and Procedures*, Revised and Restated 2021 were approved and adopted by the ARB on May 18, 2021.

Signed:_____

John Lutsi, *Architectural Review Board Chairman*

Appendix

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Application for Approval of Improvements, Part I

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

LOT # _____ **PROPERTY OWNER** _____ **SUBMITTAL DATE** _____

Current Address _____

City _____ **ST** _____ **Zip** _____ **Current Tel. #** _____

Governor Club Address _____ **Phase** _____

PRELIMINARY ARB REVIEW DATE: _____ **FINAL ARB REVIEW DATE:** _____

New Home _____ **Major Alteration** (What) _____

On Golf Course, Hole: LAKES # _____; **FOOTHILLS #** _____; **MOUNTAINS #** _____; **N/A** _____

Estimated Beginning Construction Date _____ **Estimated Completion Date** _____

VILLAGE COMMUNITY:	**MODEL**	**DEVIATIONS** (Labeled and highlighted)
Club Cottages:		
Governors Square:		
Morehead Forest:	**N/A**	**N/A**
Stone Brook:		
Tryon Courte:		
Vance Villa Single Family:		
Walker Falls:		

PRELIMINARY DRAWINGS		**FINAL DRAWINGS**	
L _____	**A** _____	**L** _____	**A** _____
DATE	**DATE**	**DATE**	**DATE**

L = Site, Drainage, Landscape, Irrigation, Details **A = Architectural Elevations, Floor Plans, Building Details**

			REVISED _____ **(Date)**
HEATED S.F./LEVEL:	Ground Level:	_____ sq. ft.	_____ sq. ft.
	Main Level:	_____ sq. ft.	_____ sq. ft.
	Second Level:	_____ sq. ft.	_____ sq. ft.
TOTAL HEATED SQUARE FEET:		_____ sq. ft.	_____ sq. ft.
	Garage Area:	_____ sq. ft.	_____ sq. ft.
	Patio Area:	_____ sq. ft.	_____ sq. ft.
	Screened Porch:	_____ sq. ft.	_____ sq. ft.
	Deck Area:	_____ sq. ft.	_____ sq. ft.
	Other:	_____ sq. ft.	_____ sq. ft.
	Description	_____	
TOTAL FOOTPRINT SQUARE FEET:		_____ sq. ft.	_____ sq. ft.
OVERALL TOTAL SQUARE FEET:		_____ sq. ft.	_____ sq. ft.

GENERATOR: Manufacturer _____ Model No. _____ Measurements _____

Decibel Level _____ Kilowatts _____ Sound Attenuation: Yes ____ No ____ Location See Plan

REASON FOR WAIVER/VARIANCE REQUEST _____;

DOES ENCROACHMENT INVOLVE A *STRUCTURAL OR FOUNDATION WALL? _____

*See ARB Guidelines 7.7 (ARB recommends waiver or variance to POA Board and must have their concurrence).

ENCROACHMENT (Describe) _____; _____FT._____ IN.; _____%

into: _____ ft. left side setback; _____ ft. right side setback; _____ ft. front setback; _____ ft. rear setback

LOT #_____ **OWNER** _____

1. Has a licensed architect and landscape architect of the State of North Carolina designed the improvements for this particular site? Yes _____ No _____
2. Has a structure been previously constructed from these plans in this area? No _____ Yes _____ Lot #_____ Address _____
3. Is this construction for speculative purposes? Yes _____ No _____
4. What is the finished floor elevation? _____ Feet above MSL

ARCHITECT: Name _____ Company _____
Address: _____
City _____ ST _____ Zip _____
Telephone # _____ Fax# _____
NC Lic. No. _____ Email Address _____
(Final Plans must be sealed by a licensed architect of the State of North Carolina)

LANDSCAPE ARCHITECT: Name _____ Company _____
Address _____
City _____ ST _____ Zip _____
Telephone # _____ Fax# _____
NC Lic. No. _____ Email Address _____
(Final Plans must be sealed by a licensed landscape architect of the State of North Carolina)

CIVIL ENGINEER: Name _____ Company _____
Address _____
City _____ ST _____ Zip _____
Telephone # _____ Fax# _____
NC Lic. No. _____ Email Address _____

CONTRACTOR: Company _____ Owner _____
Address _____ City _____ ST _____
Telephone # _____ Fax# _____
NC Lic. No. _____ Unlimited ___ Limited ___ Email _____

I certify that I have read the ARB Guidelines and the proposed improvements are in accordance with the Guidelines except as noted.

SUBMITTED BY: _____ _____
Print Name (Property owner or property owner's representative) Title

_____ _____
Signature (Property owner or property owner's representative) Date

PLEASE DO NOT BEGIN MODIFICATIONS UNTIL ARB APPROVAL IS RECEIVED IN WRITING

The ARB has not and will not undertake to review, verify, or question the sufficiency or accuracy of any plans, surveys, reports or specifications submitted to it, nor any improvements accepted or approved by it. The ARB does not warrant, review for or determine the fitness, quality of soundness of construction or construction materials employed or selected by Owners or their agents. Construction must start within 5 months of ARB approval or a Renewal Application must be submitted to the ARB.

FOR ARB USE ONLY

ARB APPLICATION FEE $_____ **WAIVER/VARIANCE FEE $**_____

Check # _____ Date_____ Payer _____ Bank _____

Check # _____ Date_____ Payer _____ Bank _____

ARB TEAM: _____ _____

Certificate of Approval #_____ _____ **Occupancy** _____ **Inspection** _____
DATE **DATE** **DATE**

Certificate of Compliance _____ **Certificate of Non-Compliance** _____
DATE **DATE**

Application for Approval of Improvements, Part 2

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

Date _____ **Lot #** _____ **Property Owner** _____ **ARB Final Review Date** _____

Architect: _____ **Landscape Architect:** _____ MF SB WF TC CC GS VV

BRICK: _____ _____
Type/manufacturer/model or series I.D. Color

MORTAR: _____ _____
Color

STONE: _____ _____ _____
Synthetic? Name Color

SIDING: _____ _____ _____
Material Color % LRV

STUCCO: _____ _____ _____ _____
Hardcoat? Manufacturer Color % LRV

PATIO: _____ _____
Material Color

DECK: _____ _____
Material Color

PORCH: _____ _____
Material Color

RAILING: _____ _____
Material Color

ROOFING: _____ _____
Material/manufacturer/model Color

GUTTERS: _____ _____
Material Color

FASCIA/TRIM: _____ _____ _____
Material Color % LRV

GARAGE DOORS: _____ _____ _____
Material/manufacturer/model Color % LRV

DOORS: _____ _____ _____
Material/manufacturer/model Color % LRV

WINDOWS: _____ _____
Material/manufacturer/model Color

SHUTTERS: _____ _____ _____
Material/manufacturer/model Color % LRV

DRIVEWAY: _____ _____
Material Color

PAVERS: _____ _____
Material Color

PERGOLA: _____ _____
Material Color

FENCE: _____ _____
Identity Code requiring fence Style/Materials/Color

RETAINING WALLS: _____ _____ _____
Cut slope Fill slope Material

SUBMITTED BY: _____ _____
Print Name (Property owner or property owner's representative) Title

_____ _____
Signature (Property owner or property owner's representative) Date

PLEASE DO NOT BEGIN MODIFICATIONS UNTIL ARB APPROVAL IS RECEIVED IN WRITING

The ARB has not and will not undertake to review, verify, or question the sufficiency or accuracy of any plans, surveys, reports or specifications submitted to it, nor any improvements accepted or approved by it. The ARB does not warrant, review for or determine the fitness, quality of soundness of construction or construction materials employed or selected by Owners or their agents. Construction must start within 5 months of ARB approval or a Renewal Application must be submitted to the ARB.

Revised Submittal; Waiver or Variance Request Form

(Complete & Under Construction)

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

App. date _____ Lot _____ Owner _____ ARB Review date _

GC Address _____ Village Community _____

Under construction ___Existing Home ___Requested by _____ Tel. #_____

Contractor: _____ Tel. # _____ Email _____ NC Lic.#____

Architect: _____ Tel. # _____ Email _____ NC Lic.#____

(Architect licensed in the State of North Carolina)

Landscape Architect: _____ Tel. # _____ Email _____ NC Lic.#____

(Landscape Architect licensed in the State of North Carolina)

Civil Engineer: _____ Tel. # _____ Email _____ NC Lic.#____

DESCRIPTION OF THE REVISION OR ALTERATION

_____

_____

_____

_____

_____

_____

_____

IF FOR GENERATOR:

Manufacturer: _____

Model No.: _____

Measurements: _____

Decibel Level: _____

Kilowatts: _____

Location of Generator: See Plan

(Any additional changes after approval date must be submitted to ARB)

I certify that I have read the current ARB Guidelines and the proposed improvements are in accordance with the Guidelines except as noted.

_____ _____

Date **Signature of Property Owner(s) or Agent of Property Owner**

ARB Response:

FOR ARB USE ONLY:

ARB Fee _____ Check # _____ Payer _____ Bank _____

Increase in Square Footage (Addition) or Hardscape (Addition or Replacement): ____ SQ. FT.

Waiver/Variance Fee _____ (Non Refundable). Waiver (up to 25%) Variance (26 to 40%)

Reason for Waiver/Variance: _____

Setback Location (Circle): Front, Rear, Left, or Right

Encroachment _____ft. of _____ft. Setback; Percentage_____%

PLEASE DO NOT BEGIN MODIFICATIONS UNTIL ARB APPROVAL IS RECEIVED IN WRITING

The ARB has not and will not undertake to review, verify, or question the sufficiency or accuracy of any plans, surveys, reports or specifications submitted to it, nor any improvements accepted or approved by it. The ARB does not warrant, review for or determine the fitness, quality of soundness of construction or construction materials employed or selected by Owners or their agents. Construction must start within 5 months of ARB approval or a Renewal Application must be submitted to the ARB.

Preliminary Application Checklist

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

Date:_____ **Lot #**_____**Owner:**_____

Reviewed By: _____**ARB Preliminary Review:** _____

Landscape Architect: _____Date on Site and Grading Drawings:_____

Architect:_____Date on Elevation Drawings:_____

Surveyor: _____Date on Survey:_____

_____Application Review Fee Paid (payable to "Governors Club Property Owners Association.")

Check #_____Date_____ Payer_____Bank_____

_____Application for Approval of Improvements – PART 1; _____ Two Sets of Drawings

_____Setback Encroachment: **Waiver** (over zero to 25%) _____; **Variance** (26% to 40%)_____

ENCROACHMENT _____; ____ FT.____IN.; _____%, into _____FT; **SETBACK:** LEFT RIGHT FRONT REAR

ENCROACHMENT _____; ____ FT.____IN.; _____%, into _____FT; **SETBACK:** LEFT RIGHT FRONT REAR

_____Permission to grade within 5' of the property line(s) on: North _____; South_____; East_____; West _____

ON GOLF COURSE: N/A: _____; **LAKES**: _____; **FOOTHILLS**:_____; **MOUNTAINS**:_____

VILLAGE COMMUNITY:	**MODEL**	**DEVIATIONS** (Labeled and highlighted)
Club Cottages:		
Governors Square:		
Morehead Forest:	**N/A**	**N/A**
Stone Brook:		
Tryon Courte:		
Vance Villa Single Family:		
Walker Falls:		

SITE AND GRADING - Proposed Site Plan (scale: 1" = 10' or 1/8" = 12") showing at minimum:

_____ 1. Footprint sited according to Plat (Walker Falls and Club Cottages).
_____ 2. Boundary lines, north arrow, topography
_____ 3. Setbacks, easements, right of way.
_____ 4. Footprint of houses and other improvements existing on or approved for adjacent lots.
_____ 5. Tree locations (survey) and legend.
_____ 6. All proposed improvements, such as house (including roof overhang), walks, drive, fences, patios, decks, and pools.
_____ 7. Conceptual grading and drainage.
_____ 8. Proposed floor level elevations.

ELEVATIONS - Four schematic exterior elevations showing at minimum:

_____ 1. Front, rear, and both side planes.
_____ 2. Existing and proposed grades.
_____ 3. Exterior material notations.

SPECIAL REQUESTS:_____

_____

_____

Final Application Checklist

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

Date:_____ **Lot #:** _____ **Owner:**_____ **ARB FINAL Review:** _____

Landscape Architect:_____Plan date: _____ Architect: _____Plan date: _____

Civil Engineer:_____Plan date: _____ Architect: _____Plan date: _____

Surveyor: _____Survey date:_____Reviewed by: _____

_____ PART 2 of Application
_____ One set of 11" x 17" Elevations
_____ All Architectural Plans are sealed
_____ Color Rendering (all necessary elevations)
_____ One set of 11" x 17" Site, Grading, Drainage, Landscape Plans
_____ All Site, Grading, Drainage, Landscape Plans are sealed

ARB REQUIRED CHANGES (from Preliminary Plans)

Site and Grading Plans, and suggested Landscaping Items:_____

Architectural Plans: _____

PROPERTY OWNER/ARCHITECT CHANGES (from Preliminary Plans)

Site and Grading Plans:_____

Architectural Plans:_____

PERMISSION to grade within 5' of property line(s) on side(s): **North** _____**; South** _____**; East** _____**; West** _____**; N/A** _____

ENCROACHMENT _____; ____ FT.____IN.; _____%, into _____FT; **SETBACK:** LEFT RIGHT FRONT REAR

ENCROACHMENT _____; ____ FT.____IN.; _____%, into _____FT; **SETBACK:** LEFT RIGHT FRONT REAR

ON GOLF COURSE: N/A: _____**; LAKES**: _____**; FOOTHILLS**:_____**; MOUNTAINS**:_____

SITE, GRADING, DRAINAGE PLANS

_____ Boundary lines, north arrow, topography
_____ Setbacks, easements, and rights of way
_____ Staking and layout with critical dimensions
_____ Improvements on adjacent lots, existing or approved, shown
_____ Tree survey and legend
_____ Trees to be removed indicated
_____ Tree protection fencing
_____ Structures with overhangs
_____ Walks, patios, fences, decks, pools, etc.
_____ All floor level elevations including garage, deck & patio
_____ Driveways (location, paving, accents, finish, color)
_____ Golf Course and/or Lake buffer strips delineated
_____ Retaining wall w/top, bottom elevations; cut____ fill ____
_____ Erosion control measures (i.e. silt fencing)
_____ Erosion prevention measures (disturbed 3:1 slopes)
_____ Grading/drainage plan with existing/proposed contours; sediment traps; rip rap energy dissipaters
_____ Storm drainage structures (yard basins, pipes, culverts, French drains, with rim, invert elevations, pipe size, slope)
_____ Utility corridor (water, electrical, gas, sewer)
_____ Location of Grinder Pump: **N S E W**
_____ Location - HVAC units: **N S E W**
_____ Location - Generator: **N S E W**
_____ Location - Satellite Dish: **N S E W**
_____ Location - Basketball Goal: Rear___ Side___ Front ___
_____ Location - Mailbox
_____ Location - 911 Lawn Sign (10' back of curb)

_____ **LANDSCAPE PLAN, PLANT LIST & SCHEDULE**
_____ Phase I (required) plants shown
_____ Phase II (optional) plants shown
_____ Screening of HVAC units; Insufficient _____
_____ Screening of Generator; Insufficient _____
_____ **CONCEPTUAL IRRIGATION PLAN**
_____ **SITE DETAILS**
_____ **BUFFER STRIP LANDSCAPE PLAN**
_____ **LANDSCAPE LIGHTING PLAN**

FLOOR PLANS (Only in 11" X 17" plans)
_____ All exterior walls, openings (doors, windows, transoms)
_____ Stone wraps 2' around corner. _____ To inside corner
_____ Porches, decks, patios, planters, screen walls
_____ Heated square footage per level
_____ Square footage of garages, decks, patios, and porches

EXTERIOR ELEVATIONS (scale 1/4" = 1')
_____ All sides and hidden planes
_____ Existing/proposed grades plotted on all elevations
_____ Exterior materials, finishes
_____ Deck, balcony, stairs shown with finished grade
_____ Trim detail
_____ Stone wraps 2' around corner. ____ To inside corner
_____ Window and door schedule
_____ Chimney top and spark arrestor detail
_____ Skylights
_____ Solar Panels
_____House number location
_____ Exterior Lighting

BUILDING SECTIONS & DETAILS (Only in 11" X 17" plans)
_____ Floor, wall, ceiling, roof relationships
_____ Exterior finishes and details
_____ Foundation material
_____ Roof structure with pitch and covering material
_____ Exterior decks, balconies and stairs
_____ Gable end and eave detail

MATERIALS (Color/samples/photos in Homesite Book if required)

_____ Brick	_____ Mortar
_____ Stone	_____ Mortar
_____ Siding	_____ Stucco
_____ Patio	_____ Deck
_____ Porch/Balcony	_____ Railing
_____ Windows	_____ Shutters
_____ Roofing	_____ Gutters
_____ Fascia/Trim	_____ Glass Block; Design
_____ Front Door	_____ Other doors
_____ Garage Door	_____ Retaining Walls
_____ Driveway	_____ Pavers
_____ Fence	_____ Fence Style

VILLAGE COMMUNITY:	**MODEL**	**DEVIATIONS** (Labeled and highlighted)
Club Cottages:		
Governors Square:		
Morehead Forest:	**N/A**	**N/A**
Stone Brook:		
Tryon Courte:		
Vance Villa Single Family:		
Walker Falls:		

Suggested Plant Materials

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

TREES

Shade Trees	Ornamental Trees	Evergreen Trees
Red Maple (Native)	Possum Haw Holly (Native)	Southern Magnolia (Native)
Silver Maple (Native)	White Fringe Tree (Native)	Wax Myrtle (Native)
Willow Oak (Native)	Red Bud (Native)	Red Cedar (Native)
Red Oak (Native)	Dogwood (Native)	Nellie Stevens Holly
Beech (Native)	Kousa Dogwood	Dahoon Holly
River Birch (Native)	Golden Rain Tree	Fosters Holly
Sawtooth Oak	Crapemyrtle	American Holly (Native)
White Oak	Crabapple	Loblolly Pine (Native)
Green Ash (Native)	Sourwood Tree (Native)	Hemlock
Honey Locust (Native)	Flowering Cherry	Deodar Cedar
Willow (Native)	Bradford Pear	
Bald Cypress (Native)	Star Magnolia	

SHRUBS

Andromeda	Forsythia	Junipers - Varieties
Abelia	St. Johnsworth	Ligustrum
Dwarf Abelia	Burford Holly	Nandina
Aucuba	Carissa Holly	Photina
Azalea - Varieties	Dwarf Yaupon Holly	Pyracantha
Camelia - Varieties	Heller Holly	Indian Hawthorn
Quince	Convexa Holly	Rhododendron - Varieties
Cleyera	Compacta Holly	Spirea
Cotoneaster	Yaupon Holly	Viburnum
Winged Euonymus	Jasmine	
Evergreen Euonymus		

GROUND COVER

Liriope	Ivy	Hypericum
Mondo Grass	Vinca	Pachysandra
Jessamine	Wintercreeper Euonymus	Sedum

The plant materials listed above do well in the Governors Club environment if planted properly and in the correct location. This list should be used only as a guide in the selection of plant materials. Other unlisted plant materials could be used as appropriate. Use plant material that is compatible with the natural setting. ARB recommends using plant materials indigenous to the area.

Buffer Strip - Native Plant Materials

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

SMALL ORNAMENTAL TREES

Carefully consider placement of a few small flowering trees to enhance your plantings, or let some suitably situated existing tree saplings grow in place.

1. **Amelanchier – Serviceberry, Junebery, Shadblow, Amelanchier 'Autumn Brilliance', 'Ballerina'**, and other cvs. – up to 20-25' tall, flowers in early spring with clusters of white blossoms, edible fruit turns purplish, foliage blue green, fall color brilliant orange to red. Often planted as a multiple stem tree, graceful appearance, part shade tolerant, adaptable to various soils.
2. **Cercis Canadensis – Redbud**
   Flowers in spring, before dogwoods, rosy purplish blooms (also a white-flowered form), grows to 20-30' in height, tolerates part shade, and adaptable to various soil conditions, when established it can take some dryness.
3. **Chionanthus virginicus – Fringe Tree**
   Often seen naturally growing on moister slopes at Governors Club, but can tolerate average soils and moisture. Beautiful mid-spring flowering tree, fragrant, white fringe-like flowers, yellow fall color, tolerates part shade grows to 20 feet.
4. **Cornus florida – Dogwood**
   Let your dogwood saplings grow on, easiest way to get a dogwood established. Everyone at Governors Club should have at least one or more dogwoods growing on their properties. Grows 20-30 feet tall, when established it can tolerate even moderately dry hillsides and part shade, one of our most beautiful spring-blooming native trees.
5. **Halesia tetraptera (H. carolina) – Carolina Siverbell**
   Handsome tree with white bell-shaped blossoms in spring, good understory tree in part shade, prefers rich well-drained but moist soils, grows to 30-40 feet.
6. **Magnolia virginiana – Sweetbay Magnolia**
   (Evergreen varieties M.v. australis, M.v. 'Greenbay', M.v. 'Henry Hicks')
   Beautiful native tree of coastal areas, but equally well adapted to drier areas. Blooms in mid-spring into summer with fragrant white blossoms, silvery underside to leaves. Considered a small tree, but under ideal conditions it can reach 50 feet in height. Tolerant of sun or part shade.

SHRUBS

List includes mostly lower-growing cultivars of native shrubs. Plant shrubs in drifts to cover the ground, and intersperse shrub groupings with native perennials and grasses.

1. **Callicarpa americana – American Beautyberry**
   Grown primarily for its display of brilliant magenta colored fruit in the fall (also white fruited form C.a. "Lactea'), prefers some moisture, better fruit set in sun, grows to 3-8 feet tall, can be pruned back to 12" in the spring, to keep it to size.
2. **Clethra alnifolia 'Hummingbird' – Summersweet Clethra**
   Award winning cultivar, described by Michael Dirr as one of the finest compact, deciduous shrubs available to gardeners', grows 2 ½ to 3 ½ feet tall, leaves are lustrous dark green, blooms in mid-summer with upright clusters of creamy white sweetly fragrant blossoms. It spreads vigorously by rhizomes to form large colonies (when planting space accordingly to give it sufficient room to expand). Can tolerate part shade, moist soils, but adaptable also to drier conditions when established. A lovely, carefree, summer blooming shrub. Golden yellow fall color.
3. **Fothergilla gardenii – Dwarf Fothergilla**
   Attractive shrub, with deep green rounded leaves which turn a brilliant orange-red in fall. Blooms in early spring with bottle-brush like flower clusters, creamy white and sweetly fragrant. Grows to 3-4 feet, slightly suckering habit, tolerates shade, sun produces better fall color, prefers moist but well-drained soils.

4. **Hamamelis – Witchhazels**
   Both the spring blooming witchhazel Hamamelis vernalis and the fall blooming H. virginina grow in tall shrubs and could be used as small trees. The flowers are reddish, yellow, and orange depending on the cultivar, have straplike narrow petals and s spicy fragrance. They can tolerate shade and are adaptable to various soils.
5. **Hydrangea arborescens – Smooth Hydrangea**
   The native species grows to 3-5 feet in height, suckers freely, blooms in midsummer. The cultivars 'Annabelle' and 'Grandiflora' have large white prominent flower heads. Tolerant of shade, in sunny areas it needs adequate moisture, not particular about soils.
6. **Hydrangea quercifolia – Oakleaf Hydrangea**
   The species will grow into a large shrub 4-6 feet in height and wider in spread, a handsome native shrub with elongated clusters of white flowers, oakleaf-shaped leaves turn a rich burgundy and red in late fall. Deer will browse oakleaf hydrangea, but if protected with netting and nursed along in infancy it will hold its own after established – well worth the effort. Grows well in part shade, needs adequate moisture if grown in full sun, prefers rich moist soil, but is adaptable. Lower growing and improved cultivars: H.q. 'Pee Wee' grows to 2-3 feet, H.q. 'Snow Queen' grows to 6 feet in height – improved flowering.
7. **Itea virginiana – Virginia Sweetspire**
   Grows to 3-5 feet in height, naturally occurring in moist areas, but is quite adaptable and even drought tolerant when well established. Blooms in May with upright flower clusters, white and fragrant. Very showy when planted in masses. Plant in full sun or part shade. Spectacular fall color reddish purple, orange to crimson. I.v. 'Little Henry – 3-4 feet in height, I.v. 'Henry's Garnet' – 3-4 feet in height, I.v. 'Saturnalia' – 3-4 feet in height.
8. **Native Azaleas**
   Tend to be tall shrubs, ultimately grow to 10-15 feet, but growth habit is loose and open, attractive even when not in bloom. The following are all deciduous:
   Rhododendron austrinum (Florida Azalea) One of the easiest to grow, flower color from soft yellow to orange, fragrant, blooms in the spring.
   Rhododendron canescens (Piedmont Azalea) Blooms in early spring with white to pale pink blossoms.
   Rhododendron periclymenoides (Pinxterbloom Azelea) Occurs frequently on moist slopes in Governors Club. Lovely clusters of pale pink fragrant blossoms. Needs moisture to perform well. Although Dirr states that it is adapted to dry, sandy rocky soils, experience has shown that this plant needs adequate moisture.
9. **Viburnum acerifolium – Mapeleaf Viburnum**
   Very prevalent in wooded areas throughout Governors Club. Attractive native shrub, blooms in May with small clusters of white flowers, tends to sucker – control by removing unwanted shoots. A good, naturally occurring filler plant for woodland grounds. Grows to 4-6 feet.

EVERGREENS

Two low growing native evergreens to give winter greenery in the plantings, arrange in informal drifts, can be used as fillers among deciduous shrubs. Both are shade tolerant, and adaptable to various soils and moisture conditions, can tolerate some drought.

1. **Ilex vomitoria 'Nana', I.v. 'Schillings' or 'Stokes Dwarf'** Grows to 3-4 feet in height.
2. **Ilex glabra 'Compacta' or I.g. 'Squat'** 3-4 feet in height; may be damaged by deer. browsing.

VINES

1. **Gelsemium sempervirens 'Lemon Drop'**
   A creeping form with fragrant yellow flowers in spring, evergreen, could be used as a fast spreading ground cover.

PERENNIALS FOR MEDIUM TO DRY AREAS AND FULL SUN TO LIGHT SHADE

1. **Amsonia hubrectii – Amsonia**

Two to three feet tall, very fine textured foliage blue flowers, golden yellow fall color, excellent in groups for maximum effect and combined with grasses, switch grass, muhli grass, or river oats.

2. **Asclepias tuberosa – Butterfly weed**
   To three feet tall, bright orange flowers in mid-summer, attracts butterflies, well-drained soils, attractive in combination with blue switch grasses or prairie dropseed.
3. **Aster carolinianus – Climbing Aster**
   Trails and climbs, can be used to soften rocks by training it up over rocks, blooms late in season (October – November), pale blue flowers with yellow centers.
4. **Aster divericatus – White Woodland Aster**
   Shade tolerant, suitable for woodland areas, dark stems and white flowers in September, transition plant between woodland and shrubs, plant among Christmas ferns, and underneath native azaleas, spreads, self-sows, grows to 2 feet in height.
5. **Aster ericoides – White Heath Aster**
   Good for hot dry areas, spreads vigorously, and will hold its own with grasses, delicate white daisy flowers, attractive in a meadow planting.
6. **Aster oblongifolius 'Raydon's Favorite' – Aromatic Aster**
   Needs full sun, mid-sized, lavender blue flowers in fall. Asters, Goldenrods and Grasses make good companions.
7. **Baptisia australis 'Purple Smoke – Blue False Indigo**
   Full sun, trouble free plant, attractive spires of purplish lupine-like flowers in spring, above 3 feet mound of blue-green foliage.
8. **Baptisia alba – White False Indigo**
   Similar to B. australis, except flowers are white, excellent plant as accent and in small groups.
9. **Chrysogonum virginicum var. australe – Creeping Green and Gold**
   Attractive long-blooming (yellow daisy-like flowers), low-growing perennial, spreads rapidly by runners, good ground cover plant.
10. **Coreopsis verticillata 'Moonbeam' – Moonbeam Coreopsis**
    Low mounds of fine textured foliage, pale yellow daisy-like flowers in summer.
11. **Echinacea purpurea – Purple Coneflower**
    Many cvs. including lower growing form 'Kim's Knee High'. Attractive summer blooming perennial, pinkish daisy-like flowers with dark raised centers, suitable with many native grasses.
12. **Gaura lindheimeri – Whirling Butterflies or White Gaura**
    Fine textured, open and airy, white flowers on slender stems (also pink variety 'Siskiou Pink'), drought tolerant, summer blooming echoes graceful form of grasses, plant with muhli grasses.
13. **Heuchera Americans – Alumroot**
    Low-growing perennial, evergreen, attractive leaves, and slender flower spike, can be masses as ground cover. Sun or shade.
14. **Oenothera – Evening Primrose**
    Delicate soft pink flowers on a tough spreading plant, forms two foot clumps.
15. **Penstemon digitalis 'Husker's Red' – Huskers Red Penstemon**
    Pretty white tubular flowers against burgundy leaves, attractive tough plant, seeds itself readily, grows 2-3 feet tall.
16. **Rudbeckia fuldiga v. fuldiga – Black-eyed-Susan**
    Sun to part shade, average to dry soil, bright yellow flowers from July to October, 2' tall
17. **Rudbeckia nitida – Shining Coneflower**
    Yellow ray flowers against greenish central disc, blooms from July to September, grows three feet tall.
18. **Solidago rugosa 'Fireworks' – Goldenrod**
    Graceful arching sprays of golden yellow flowers, tough plant, clump increases rapidly, grows to 3-4 feet, splendid with the blue-green varieties of switch grass and fall asters.

NATIVE GRASSES SUITABLE FOR GROUPING WITH THE ABOVE PERENNIALS

Plant grasses in natural drifts interspersed by groups of the above perennials for a meadow look. Grasses turn tan and beige in the winter and give gentle color in the dormant season. They should be cut back in late winter to within inches of the ground, as well as any of the perennials still left standing. All grasses,

with the exception of River Oats, need full sun to flourish. Select grasses that grow to below five feet in height.

1. **Chasmanthium latifolium – River Oats**
   Interesting flat dangling seedheads, can tolerate part shade, plant in masses for effect, will spread by seeding.
2. **Muhlenbergia capillaris – Hairy Awn Muhli**
   Narrow grey green leaves, handsome spray of foliage topped in the fall (October – November) with airy reddish-pink plumes, very showy.
3. **Panicum virgatum 'Heavy Metal' – Switch Grass**
   Upright blue green foliage, airy flowerheads.
4. **Panicum virgatum 'Dallas Blue' – Switch grass**
   Broader leaves, bluish green, airy and delicate reddish flowerheads.
5. **Panicum virgatum 'Shenandoah' – Switch Grass**
   Reddish leaves toward fall, delicate flowerheads
6. **Schizachyrium scoparium 'The Blues' – Blue Little Bluestem**
   Silvery blue arching foliage turns coppery color in fall, tufts of white seedheads, very adaptable to soil, looks spectacular with Butterflyweed (Asclepias).
7. **Sporobolus heterolepis – Prairie Dropseed**
   One of the best, low mounding native grasses, fine bright green leaves arch gracefully, topped in late summer with delicate fragrant seedheads, tolerant of a variety of soils, group in large masses interspersed with showy primose, asclepias, coreopsis, or heath aster. This grass would be effective in planting along the cart path with occasional native perennials interspersed to give a meadow look.
8. **Sedges, such as Carex pennsylvanica - Pennsylvania Sedge**
   Suitable under trees to create a soft grassy carpet, tufts of bright green narrow foliage, turns tan in winter, cut back in spring, shade tolerant.

DESIGNING YOUR PLANTINGS

Use shrubs in natural groups as a framework and backdrop to the softer plantings of grasses and perennials. Flower colors of the above perennials work well together, more emphasis should be placed on foliage colors and textures. Contrast soft mounded forms with upright flower spikes. Do not be hesitant to place a small flowing understory tree for vertical emphasis and to add depth to your plantings. Carefully placed it can enhance a view.

When planting, amend soil in planting beds and incorporate into existing soil, dig generous holes, at least 2x the width of rootball. All new plantings need adequate watering during first two growing seasons to become well established, after that they can be on their own. Mulch newly planted areas with 2" of shredded bark, keeping mulch away from crowns of plants.

Site, Grading, Drainage, Landscape, Irrigation Plan Evaluation Checklist

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

Date_____ Lot #_____Property Owner_____ Landscape Architect _____ Plans Date _____ ARB Date _____

Reviewing Landscape Architect_____ Reg. #_____ARB Final Review Date _____Location: MF SB WF TC CC GS VV WP SR EST

STRUCTURES:	**BUFFER STRIPS *(N/A)*:**
Structural setback encroachment. ***(N/A)***	On Golf course ***(N/A):*** buffer strip delineated.
Floor elevation compatible w/surroundings.	On Lake ***(N/A):*** 1" detention of paved surface runoff provided.
Roof overhangs in setback. ***(N/A)***	Landscape plan submitted w/native plants ***(N/A)***
House design fits site.	**TREES:**
Deck/patio shown including elevation/material.	Existing trees with critical root zone shown.
Garage door NOT visible from golf course.	Trees to be removed indicated.
DRIVEWAYS:	Tree and safety fencing shown.
Entry cut(s): ***ONE; TWO***, ***spaced correctly for streetscape.***	**GRADING:**
Materials labeled.	Grading w/i 5' of property line. ***N, S, E, W? (N/A)***
10' minimum, 14' maximum width at apron.	Does not interfere with line of sight.
No large parking areas shown.	Cuts and fills minimized.
Driveway/turnaround NOT w/i 5' of property line.	**RETAINING WALLS *(N/A)*:**
Curb shown. ***(N/A)***	Height above grade indicated. ***Range is:***
At entrance: No columns, walls, gates, other.	Materials labeled; details shown.
Driveway curves with land control.	Shown in relationship to setbacks & property line.
Driveway accounts for drainage.	Supports fill or cut slope. ***Which?***
Stone headwall shown at culvert ***(N/A)***	**DRAINAGE:**
Corner lot ***(N/A)***: cut on street less traveled.	Appropriate grading; sufficient basins.
Apron max. 14' at driveway connection.	Downspouts go to underground drainage.
Apron – expansion joints called out.	Anticipates future uphill runoff.
WALKWAYS *(N/A):*	Connected to GC drainage system ***(N/A)***
Location NOT w/i 5' of property line; materials labeled.	Abutting swales undisturbed.
No steps or vertical elements in R.O.W.	**EROSION PREVENTION & CONTROL:**
MECHANICAL EQUIPMENT (Note if ***WELL*** is shown)**:**	Erosion prevention measures outlined ***(N/A)***
Shown on side or at rear.	Erosion control measures shown (e.g. silt fence).
Equipment NOT in setback. If so, more than 4'?	**SWIMMING POOL *(N/A)*:**
AC unit and grinder pump shown.	Elevation shown (no above ground pools).
Generator shown. ***(N/A)***	Location shown & not street side.
UTILITY CORRIDOR SHOWN.	Setback encroachment: pool, pool deck, pool patio, screen enclosure? ***(N/A)***
MAILBOX LOCATION SHOWN.	Equipment w/i building envelope.
18' SATELLITE DISH OR ANTENNA *(N/A)*	Fencing location & material shown.
ACCESSORY BUILDINGS *(N/A)*	Cabana ***(N/A)***: Location, adequate screening.

NO FENCES (other than for pool).	**RIGHT OF WAY (R.O.W.):**
HOT TUB (N/A):	Shown with Fescue sod.
Location shown; screening adequate.	Other plants proposed for R.O.W. ***(N/A)***
No more than 2' above grade.	Reason for other than sod?
Integrated into deck, terrace construction.	**BOULDER EMBANKMENT *(N/A)***
911 LAWN SIGN (10' back from curb) ***(N/A)***	Geo-textile fabric shown under boulders.
FLAGPOLE (w/i building envelope) ***(N/A)***	Pocket plantings shown ***(N/A)***
SCULPTURES, LAWN ART (location) ***(N/A)***	Evergreens shown to soften embankment. ***(N/A)***
FOUNTAINS, TRELLISES (location) ***(N/A)***	**SETBACK ENCROACHMENTS *(N/A)*:** What and How much:
RECREATIONAL AREAS & EQUIPMENT *(N/A):*	
Play equipment (w/i building envelope).	**IRRIGATION:**
Basketball goal (w/i building envelope).	Provided to all plant and lawn areas.
Other (w/i building envelope) **What?**	Controls accessible.
EVERGREEN SCREENING ADEQUATE FOR:	Heads 5' back from the curb, or have check valves.
Garage doors (M5') Back flow preventer.	Time clock shown.
Underside of decks. Satellite dish ***(N/A)***.	**LANDSCAPE LIGHTING PLAN (N/A):**
Retaining walls. Play equipment ***(N/A)***.	Fixtures; location; wattage indicated & acceptable.
Wall expanses.	**ESTATE HOMES (EST):**
ADEQUATELY SCREENED (if WALLED, please note)**:**	90 Shrubs
AC unit(s).	20 Trees: Ornamental, Evergreen, Shade *(each Shade tree = 2 trees)*
Generator.	**SADDLE RIDGE (SR); WILKINSON PARK (WP):**
Mechanical apparatus.	50 Shrubs 2 Ornamentals
Pool equipment.	2 Shade trees 2 Evergreens
Trash cans; rain barrels.	**MOREHEAD FOREST (MF):**
SHRUBS:	50 Shrubs
No shrub hedges along property lines.	1 Evergreen
Minimum size requirements met.	***In 12' street buffer strip*** *(6' off of curb)**:***
ALL PLANT MATERIAL:	2 Shade trees
Species identified at proposed location.	2 Ornamental
Plants indigenous; compatible w/setting.	1 Evergreen
Plant schedule listed with:	**CLUB COTTAGES (CC); GOVERNORS SQUARE (GS); TRYON COURTE (TC); STONE BROOK; WALKER FALLS; VANCE VILLA SINGLE FAMILY HOMES (V V):**
Botanical name Height Spacing	
Common names Root handling	50 Shrubs
YARDS:	10 Trees: Ornamental, Evergreen, Shade *(each Shade tree = 2 trees)*
Sod and mulch areas clearly marked.	**ADDITIONAL COMMENTS:**
Seeding shown ***(N/A)***, acceptable in area.	
Other plant materials shown acceptable for yard ***(N/A)***.	
Plantings beds shown ***(N/A)***.	

Governors Club Architectural Review Board
10134 Governors Drive, Chapel Hill, NC 27517, (919) 942-0500, FAX (919) 932-8529

Lot 000
John and Mary Smith
11111 Elm

GC Certificate of Approval: #CA000

CERTIFICATE OF APPROVAL

Governors Club Architectural Review Board hereby approves commencement of construction in accordance with the plans and specifications for improvements as set forth in the Application filed Month 0, 2008, as amended, subject to the limiting conditions and terms set forth on the Response(s) to Application for Approval of Improvements.

Acme Building Company, Contractor, is hereby authorized to construct the improvements upon the following conditions:

1. Full compliance with all applicable Covenants and Restrictions and according to the plans and specifications submitted and approved as amended.

2. Water and sewer to be installed in full compliance with the standards set by the respective utilities. No connection is to be made until tap fees are paid in full.

3. *Construction shall begin within 5 months and be completed within 18 months of commencement*.

4. Other terms and conditions: See Response(s) to Application for Approval of Improvements.

5. The Application Review Fees have been paid in full.

As of the 00 day of Month, 2008.

GOVERNORS CLUB ARCHITECTURAL REVIEW BOARD

BY: _____ **TITLE:** _____
PRINT PRINT

_____
SIGNATURE

The ARB has not, and will not, undertake to review, verify, or question the sufficiency or accuracy of any drawings, plans, specifications, surveys, or reports submitted to it, nor any Improvements or Alterations accepted or approved by it.

The ARB does not warrant, review for, or determine the fitness, engineering, quality of soundness of construction, or construction materials, employed or selected by Owners or their agents.

Governors Club Architectural Review Board
10134 Governors Drive, Chapel Hill, NC 27517, (919) 942-0500, FAX (919) 932-8529

Lot #
Homeowner
00000 Street Name

GC Certificate of Approval: #CA000

NEW CONSTRUCTION CERTIFICATE OF COMPLIANCE
MAJOR RENOVATIONS AND ADDITIONS CERTIFICATE OF COMPLIANCE

The undersigned **certify** to the Governors Club Architectural Review Board (the "ARB") that the building structure and other improvements (the "Improvements") situated on the above Lot in Governors Club have been constructed in accordance with the recorded covenants affecting such lot, as amended to date, copies of which covenants the Owner hereby acknowledges reading. These covenants would include, but not be limited to, the Declaration of Covenants and Restrictions, the ARB Guidelines, the approved plans and ARB Responses. The undersigned further certify that:

1. The Contractor, Architect, and Landscape Architect have each conducted a final inspection of the completed improvements and find to the best of their knowledge, through observation, that the improvements were done in accordance with the plans and specifications previously approved by the Architectural Review Board on **Month Date, Year**, including any approved amendments thereafter, except there are deviations from:

   ( ) ARCHITECTURAL PLANS ( ) LANDSCAPE PLANS ( ) GRADING & DRAINAGE PLANS;
   as set forth on the attached Schedule of Deviations.
2. The Contractor certifies that the attached Schedule of Deviations is complete.
3. The Architect and Landscape Architect certify that the deviations from their respective plans meet the ARB Guidelines and POA Storm Water Management Policy, are in keeping with the design theme, and are not significant, except as noted on the Schedule of Deviations.
4. The Owner requests that the ARB approve the deviations.
5. The improvements meet the guidelines, criteria and requirements set forth by the ARB.
6. An **As Built Survey** sealed by a North Carolina certified surveyor has been submitted.
7. An **As-Built Irrigation Survey** has been submitted with all required information.

Witness the hand of each of the undersigned.

ARCHITECT:	_____ (Signature) .	_____ (Date)
LANDSCAPE ARCHITECT:	_____ (Signature)	_____ (Date)
CONTRACTOR:	_____ (Signature)	_____ (Date)
CIVIL ENGINEER:	_____ (Signature)	_____ (Date)
OWNER:	_____ (Signature)	_____ (Date)

Type of Improvements: New Home / Major Renovation

The ARB reviewed the above Certificate of Compliance and attached Schedule of Deviations, approves the deviations noted, and based upon the representations made, approves the Certificate of Compliance this

_____day of_____, 20____

BY: _____ TITLE: _____
PRINT PRINT

_____
SIGNATURE

The ARB has not, and will not, undertake to review, verify, or question the sufficiency or accuracy of any drawings, plans, specifications, surveys, or reports submitted to it, nor any Improvements or Alterations accepted or approved by it. The ARB does not warrant, review for, or determine the fitness, engineering, quality of soundness of construction, or construction materials, employed or selected by Owners or their agents.

Governors Club Architectural Review Board
10134 Governors Drive, Chapel Hill, NC 27517, (919) 942-0500, FAX (919) 932-8529

Lot #
Homeowner

NEW CONSTRUCTION/ MAJOR RENOVATIONS AND ADDITIONS
SCHEDULE OF DEVIATIONS

(Attachment to Certificate of Compliance)

The undersigned respectfully **certify** to the Governors Club Architectural Review Board (the "ARB") that they have made a final inspection and that, to the best of their knowledge, through observation, the building structure and other improvements (the "Improvements") on the above Lot deviate from the approved plans and specifications only as follows:

ARCHITECTURAL PLANS **Architect (Print):** _____

Significant Deviations: (Yes/No)	Deviations meet Guidelines: (Yes/No)	Describe deviations and corrections recommended if any:

LANDSCAPE PLANS **Landscape Architect (Print):** _____

Significant Deviations: (Yes/No)	Deviations meet Guidelines: (Yes/No)	Describe deviations and corrections recommended if any:

GRADING AND DRAINAGE PLAN **Civil Engineer (Print):** _____

Significant Deviations: (Yes/No)	Deviations meet Guidelines: (Yes/No)	Describe deviations and corrections recommended if any:

ARCHITECT: _____ _____
(Signature) (Date)

LANDSCAPE ARCHITECT: _____ _____
(Signature) (Date)

The ARB has not, and will not, undertake to review, verify, or question the sufficiency or accuracy of any drawings, plans, specifications, surveys, or reports submitted to it, nor any Improvements or Alterations accepted or approved by it. The ARB does not warrant, review for, or determine the fitness, engineering, quality of soundness of construction, or construction materials, employed or selected by Owners or their agents.

Conflict of Interest

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

WHEREAS, the Declaration of Covenants and Restrictions for the Governors Club (the "Covenants") provide for an Architectural Review Board (the "ARB") to approve or disapprove all architectural, landscaping and locating of any proposed Improvements, as defined in the Covenants, within the Governors Club;

WHEREAS, the Covenants require that the ARB be a permanent committee of the Governors Club Property Owners Association, Inc. ("POA") to administer and perform architectural and landscape review and control functions of the POA;

WHEREAS, the Covenants require that the Board of Directors (the "Board") of the POA shall determine the composition of the ARB, appoint the members of the ARB, and provide for the terms of the members of the ARB;

WHEREAS, the Covenants do not require that individuals appointed to the ARB be a member of either the POA or an owner within the Governors Club (collectively "Owners");

WHEREAS, historically the appointees to the ARB have included Owners, as well as non-Owners who are professional architects and landscape architects licensed by the State of North Carolina;

WHEREAS, all ARB appointees, Owners, as well as non-Owners who are professionals, serve without any compensation as volunteers, and the Board and the ARB believe the POA and its Owners have and continue to be well served by those volunteers;

WHEREAS, the Board believes that all professional architect/landscape architect members on the ARB should hold "non-voting member" status, thus eliminating any potential inference of an incentive by a professional member to approve projects serviced or proposed by their colleagues also serving on the ARB in order to influence future approvals for that professional's own related project;

WHEREAS; the Board and the ARB believe that the professionals who serve on the ARB provide valuable insight and expertise in the review and evaluation of architectural control issues and applications that come before the ARB, and it is in the best interest of the POA and its Owners to adopt procedures to eliminate even the appearance of conflicts of interest involving the ARB vis-à-vis applications that may come before the ARB for approval;

Now Therefore Be It Resolved, that the Board will appoint a minimum of five (5) Governors Club owners or community residents to be voting ARB members ("Voting ARB Member"). The Board of Directors may also appoint up to four (4) professionals to serve as non-voting advisory members of the ARB, which professionals shall have experience in architecture, construction, and landscaping ("Advisory ARB Member"). One POA Director shall also serve as a liaison to the ARB ("Board Liaison"), and the Board Liaison will not have voting authority on the ARB so as to preserve the integrity of the appeal process to the Board of Directors. No ARB Members shall serve simultaneously on the ARB and on the GCPOA Hearing Panel.

Terms for Voting ARB Members are three years, with a maximum of two consecutive terms. The POA Board of Directors may, at its discretion, make an exception to term limits.

With respect to each application that shall come before the ARB for approval, all Voting ARB Members, Advisory ARB Members and Board Liaison shall disclose in writing for each such project any interest, including without limitation, (i) as a past or current owner of the project, (ii) as a past or current provider of any form of services, materials and/or labor related to the project, (iii) as an owner, officer, director, consultant to and/or employee of an entity that in the past held or currently holds a contract or subcontract relationship relating to the project, and/or (iv) any other form of past or current relationship to or involvement with the project (As used herein, "application" shall mean and include all documentation associated with the initial application for a project and the consideration thereof at any and all ARB meetings with "consideration" to include, but not be limited to, preliminary and subsequent reviews, revision reviews, consent reviews and final reviews as well as consideration of the certificate of compliance. Any member of the ARB having any such interest as set forth above is hereinafter referred to as a "Related ARB Member" and the application to which such Related ARB Member has such interest is hereinafter referred to as a "Related Application");

Further Resolved, that a Related ARB Member may make a presentation at any ARB meeting at which a Related Application is being considered; provided however, such presentation may only provide factual information regarding the Related Application, answer questions raised by other ARB members regarding the Related Application and/or clarify issues raised by other ARB members regarding the Related Application;

Further Resolved, that a Related ARB Member shall not be permitted to participate in the deliberations of the ARB with regard to approval or disapproval of a Related Application, nor shall a Related ARB Member be permitted to vote with regard to a Related Application;

Further, Resolved, that if the Board Liaison has a conflict of interest as outlined above, said Board Liaison shall not permitted to participate in the deliberations of the POA Board with regard to an appeal from the ARB of a related application, nor shall the Board Liaison with such conflict of interest participate in any POA Board vote with regard to a Related Application.

Further Resolved, that the minutes of all ARB meetings at which the ARB shall consider a Related Application shall reflect that the Related ARB Member did not participate in the deliberations of the ARB with regard to approval or disapproval of such Related Application, and further reflect that the Related ARB Member did not cast any vote with regard to such Related Application; and

Finally Resolved, that each Related ARB Member shall inform the owner/applicant of each Related Application that the Related ARB Member is not permitted to participate in the deliberations of the ARB with regard to approval or disapproval of such Related Application, and further that the Related ARB Member is not permitted to cast any vote with regard to such Related Application; such obligation to inform shall be satisfied by the Related ARB Member providing to such owner/applicant a copy of these resolutions.

ARTICLE 10
ARCHITECTURAL AND LANDSCAPE CONTROLS

Governors Club, Property Owners Association, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

10.1 Architectural Review Board. It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Board (the "A.R.B.") shall have the right to approve or disapprove all architectural, landscaping and **locating of any proposed Improvements** within the Property, as well as the general plan for development of all Units within the Property, except that the A.R.B. shall not have the right to approve or disapprove golf course layout or ordinary golf course maintenance within the Golf Club Property. Also, the A.R.B. shall have such other rights as granted in this Declaration and by the Master Association. The A.R.B. may, in its sole discretion, **impose standards for construction and development** which may be greater or more stringent than standards prescribed in applicable building, zoning or other governmental codes. The procedures of the A.R.B. shall be as set forth below.

10.1.1 Composition. The A.R.B. shall be a permanent committee of the Master Association and shall administer and perform the architectural and landscape review and control functions of the Master Association. The A.R.B. shall consist of not less than five (5) nor more than nine (9) voting members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. The manager of the Master Association shall be a non-voting member of the A.R.B. Until there are 950 Occupied Lots within Governors Club, or December 31, 2007, the first to occur, or at such earlier date as Declarant may decide upon six months notice to the Board, the Declarant shall have the right: to appoint all members of the A.R.B. provided that two members and an alternate for each of those members shall be nominated by the Board. Six months prior to Declarant's relinquishment of control, two members appointed by Declarant shall resign and the Board shall nominate two members for those seats and designate an A.R.B. member to serve as vice-chairman of the A.R.B., who will become Chairman on the date of relinquishment; and to remove and replace all members appointed to the A.R.B. The Declarant shall determine which member of the A.R.B. shall serve as its Chairman, or which members of the A.R.B. shall serve as Co-Chairmen. The appointment of the chairman of the A.R.B. shall be subject to the approval of the Board, which approval shall not be unreasonably withheld. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, and in the event that the Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At such time as there are 950 Occupied Lots within Governors Club, or December 31, 2007, the first to occur, or at such earlier date as Declarant may decide, the Declarant shall assign to the Master Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.B., provided that the A.R.B. shall at all times consist of no less than five (5) members, shall appoint the members of the A.R.B., shall provide for the terms of the members of the A.R.B., and shall determine which member of the A.R.B. shall serve as its Chairman. There shall be no requirement that any of the members of the A.R.B. be a member of either the Master Association or an Owner within Governors Club. Any three (3) members of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of the majority present shall constitute the action of the A.R.B.

10.1.2 Approval of Improvements. No Improvements shall be constructed, erected, removed, or planted, nor shall any addition to or any change, replacement or alteration be made, unless and until the approval thereof shall be obtained in writing from the A.R.B.

10.1.3 Application for Improvements. Each applicant shall submit a preliminary application to the A.R.B. with respect to any proposed Improvement or Improvements that he may contemplate. The preliminary application shall include such information as may be required by the application form

promulgated by A.R.B. Prior to the commencement of any work on such Improvement, the plans and specifications therefore, including the identity of each contractor and subcontractor which is intended to be engaged for the construction of same, shall be subject to a final review and approval by the A.R.B. At that time, the applicant shall submit to the A.R.B. such additional information as the A.R.B. may reasonably require, which may include, without limitation, three (3) sets of plans and specifications for the proposed improvements sealed by an architect licensed in the State of North Carolina so that the A.R.B. may be able to adequately make the determinations required of it pursuant to this Declaration, a surface water drainage plan showing existing and design grade and/or contours relating to the predetermined ground floor finish elevation as established by Declarant, three (3) sets of plans and specifications for the Unit, the landscaping design plan and irrigation system showing all proposed Improvements, including their site locations, three (3) copies of a detailed tree survey, showing all existing trees of four (4) inches or more in diameter and vegetation stands, and a written application on such form and together with such fees, as may be provided or required by the A.R.B. The A.R.B. may also require, without limitation, submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed Improvements to be staked out on the ground.

10.1.4 Additional Information. In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

10.1.5 Approval/Time Periods. No later than thirty (30) days after receipt of all information required by the A.R.B. for final review (unless the applicant waives this time requirement), the A.R.B. shall respond to the applicant in writing. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.R.B.'s sole discretion, **for aesthetic or any other reasons**. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.B. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the A.R.B.

10.1.6 Construction Time Periods. In the event commencement of construction of a proposed Improvement does not occur within five (5) months of approval by the A.R.B. (or the Board of Directors, in the event the decision of the A.R.B. is appealed to the Board of Directors), the approval of the A.R.B. and/or the Board of Directors will terminate and the Improvement will be treated as if originally disapproved. Unless specific waiver is approved by the A.R.B., the construction of any Improvement shall be completed within eighteen (18) months after commencement of construction. For purposes of this Section, "commencement of construction" shall mean and refer to the first to occur of any of the following events in connection with the proposed Improvement: the clearing of the site of existing trees, shrubs or foliage; the commencement of significant excavation at the site; the assembling of significant construction supplies or material at the site; the demolition or removal of an existing structure at the site; the preparation of the foundation; or the erection of part or all of the structure.

10.1.7 Written Responses, Appeals. Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.B. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the A.R.B. (unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than thirty (30) days after

such meeting. In the event the A.R.B. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the A.R.B. to the Board of Directors of the Master Association within thirty (30) days of the A.R.B.'s written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of Directors fails to hold such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said thirty (30) days of the A.R.B.'s decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, the Declaration of Covenants for the Developments, or which violates any zoning or building ordinance or regulation.

10.1.8 Approval for Plan Changes. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as is required for approval of original plans and/or specifications.

10.1.9 Right of Inspection; Unapproved Improvements. There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B., whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration, the Declaration of Covenants for the Developments, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior written approval of the A.R.B., the Owner or Maintenance Association shall, upon demand of the Master Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner or Maintenance Association shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Master Association. Such costs may also be the basis for an individual Assessment. The A.R.B. is specifically empowered, upon receipt of Board of Directors' approval to enforce the architectural and landscaping provisions of this Declaration and any Declaration of Covenants for the Developments, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement or restore any tree or natural area, the Master Association shall be entitled to the recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Master Association; provided, however, that nothing herein shall be deemed to negate the Master Association's right to an award of the Master Association's and the A.R.B.'s attorneys' fees and costs if the Master Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner or Maintenance Association fails to comply with the architectural and landscape provisions contained herein or in any Declaration of Covenants for the Developments, or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Unit a Certificate of Non-Compliance stating that the Improvements on the Unit fail to meet the requirements of the A.R.B.

10.1.10 Publication and Modification of Design/Development Plans The A.R.B. is empowered to publish or modify from time to time, design and development standards for the entire Governors Club project or for one or more of the developments, or for the Single-Family Lots, including, but not limited to, the following:

a. Roof. Roof and roof design.
b. Fences. Fences, walls and similar structures.
c. Exterior Building Materials. Exterior building materials and colors.
d. Exterior Landscaping. Exterior landscaping.
e. Signs. Signs and graphics, mail boxes, address numbers and exterior lighting.
f. Building Setbacks. Building setbacks, side yards and related height, bulk and design criteria.
g. Pedestrian and Bicycle Ways. Pedestrian and bicycle ways, sidewalks, pathways and trails.
h. Plumbing. Plumbing and wastewater fixtures and systems.

The design and development standards for Village Home Lots, Villa Tracts, Villa Lots, and Club Cottage Lots may also include specific site, landscaping and building plans and specifications. The nature and the type of Improvements that may be made by an Owner may be limited to those included in the plans and specifications designated by the A.R.B.

10.1.11 Improvements Made By Declarant. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B.

10.1.12 Fees. The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner and the Unit as provided hereinabove. The A.R.B. is expressly reserved the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing for purposes of assisting the A.R.B. in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the subject property.

10.1.13 Liability. Neither the Declarant, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by and Owner or

Association within Governors Club or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner or Association and occupant of any property within Governors Club agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Master Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Master Association shall indemnify, defend and hold the A.R.B. and each of its members harmless from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Declarant, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 11
USE RESTRICTIONS

Governors Club, Property Owners Association, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

11.1 Restrictions on use of Single-Family Lots and Club Cottage Lots. The following restrictions shall apply to Single-Family Lots, including Village Home Lots and Villa Lots, and to Club Cottage Lots, as indicated. The term "Lots" indicates applicability to all.

11.1.1 Lot Restrictions. One (1) Lot, as shown on the plats for the Single-Family Lots, shall be the minimum land area upon which a Single-Family Residence may be constructed. One (1) Lot, as shown on the plats for the Club Cottages Lots, shall be the minimum land area upon which a Club Cottage may be located. One (1) Tract, as shown on the plats for Phase Ten, shall be the minimum land area upon which a Villa Building may be located.

11.1.2 Floor Area. Each Single-Family Residence shall have the following minimum square footage of heated floor space:

a. Village Home Lot Residences:

(i) Governors Square Homesites and Stone Brook Lot Residences - One thousand eight hundred (1,800) square feet, if one-story; one thousand five hundred (1,500) square feet on the ground floor and five hundred (500) square feet on the second floor, if two-story.

(ii) Tryon Courte Lot Residences - One thousand five hundred (1,500) square feet on the ground floor.

(iii) Walker Falls Lot Residences - One thousand eight hundred (1,800) square feet on the ground floor.

b. Morehead Forest Lot, Saddle Ridge Lot, and Wilkinson Park Lot Residences: One thousand five hundred (1,500) square feet on the first floor.

c. Villa Residences located in Villa Buildings: One thousand five hundred (1,500) square feet.

d. Villa Residences not located in Villa Buildings: Two thousand two hundred (2,200) square feet total; one thousand four hundred fifty (1,450) on the ground floor.

e. Highland Pond Lot Residences and Residences on Phase Twenty-One Lots (Lots 1271, 1272 and 1273): Two thousand six hundred (2,600) square feet if one story; two thousand (2,000) square feet on the ground floor and six hundred (600) square feet on the second floor, if two story.

f. All other Single-Family Residences:
Two thousand two hundred (2,200) square feet, if one-story; one thousand eight hundred (1,800) square feet on the ground floor and six hundred (600) square feet on the second floor, if two-story.

The design of all floor areas are subject to A.R.B. approval. The calculation of square footage shall not include: garages, covered walks, open and/or screen porches, patios and pool areas. Square footage measurements shall be taken from inside exterior walls of Single-Family Residences. The

A.R.B. may grant variances as regards first floor minimum footage for designs to fit the particular topography of any building site. Club Cottages shall have the square footage specified by the A.R.B.

11.1.2.1 Maximum Footprint of Stone Brook Lot Residences and Wilkinson Park Lot Residences. A Residence constructed on a Stone Brook Lot or a Wilkinson Park Lot may cover a maximum of two thousand eight hundred (2,800) square feet of the ground area of the Stone Brook Lot or the Wilkinson Park Lot. The calculation of the ground area covered by a residence for purposes of this Section shall include all roofed areas both heated and unheated, but shall not include the ground area covered by a one-story garage, a one-story breezeway to a garage or uncovered decks and patios.

11.1.3 Garages. Each Single-Family Residence, including each Villa Residence, shall have sufficient enclosed garage space for any and all family-owned or leased vehicles, and each garage shall contain at least two (2) spaces for said vehicles. Garage doors shall be kept in closed position when garage is not being used. No carports will be permitted. The A.R.B. shall be the sole judge of whether detached or attached garages shall be permitted in each case. The A.R.B. may waive the requirements of this Section where the topography of the particular building site makes compliance therewith impracticable. Club Cottage Lots shall not have garages, unless and except as specified by the A.R.B.

11.1.4 Clearing and Removal of Trees. In reviewing building plans, the A.R.B. shall take into account the natural vegetation, such as trees and shrubs, located on or near a Unit, and shall encourage the Owner to incorporate them in his landscaping plan. No Lot may be cleared for any reason without the prior written approval of the A.R.B. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade shall be cut or removed without the prior written approval of the A.R.B. When such a tree is removed the Owner will replace it with a similar tree of equal value on another portion of the Lot, if so directed by the A.R.B.

11.1.5 Landscaping. The A.R.B. must approve all landscape plans for all Property, including Lots, except that A.R.B. approval shall not be required for golf course layout or ordinary golf course maintenance within the Golf Club Property.

11.1.6 Accessory Buildings. No accessory buildings of any kind will be permitted on any Lot, except cabanas which will be permitted within the prescribed setbacks with the prior written approval of the A.R.B.

11.1.7 Construction Phase. During construction of a Single-Family Residence, Villa Building, Club Cottage, or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the master Association, the Master Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, any unsightly debris and/or growths from the Lot. In the event the Master Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of North Carolina, shall be charged to the Owner as an individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration.

11.1.8 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds and garages, barns, or other temporary or other outbuildings shall be erected, kept or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a building site when approved, in advance, by the A.R.B. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

11.1.9 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Master Association. In the event an Owner fails to maintain his Lot as aforesaid, the Master Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from and Lot deemed by the Master Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Governors Club provided, however, that at least seven (7) days prior notice shall be given by the Master Association to the Owner of such Lot before such work is done by the Master Association. In the event the Master Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of North Carolina shall be charged to the Owners and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration. Such entry by the Master Association shall not be deemed a trespass. The Master Association may also, at the request of any Lot Owner, including the Declarant, and for an agreed charge to the Lot Owner, maintain any undeveloped Lots, so as to prevent such undeveloped Lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of North Carolina, shall be charged to the owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Declaration.

11.1.10 Subdivision of Lots. No Lot shall be resubdivided to form a lot smaller than a Lot; except that the Owner of Lot 620 may divide that Lot into two (2) Lots, so long as each such Lot otherwise meets all other requirements of the Declaration, the division is lawfully platted of record, and the division does not result in any setback or other violation of the Declaration. Each of the two Lots formed from Lot 620 shall be treated as separate and distinct Lots for all purposes, including, but not limited to, voting and assessment purposes. Any Owner of more than one (1) contiguous Lot may apply to the A.R.B. for permission to use such Lot as a site for a Single-Family Residence or Club Cottage; and, upon the written consent of the A.R.B., said contiguous Lots shall then be defined as the "Lot" for purposes of this Declaration, except that such Lots shall continue to be treated as separate and distinct Lots for purposes of voting and Assessments. The Owner of such Lots shall not be required to comply with the side yard setback set forth herein, except that such Owner shall be required to comply with the outside side yard setback Lot line of the combined Lots.

11.1.11 Setbacks. Club Cottage Lots and Villa Lots do not have minimum setback requirements except as shown on the recorded Plats. Every Club Cottage, Villa Building and other Improvement on those lots shall be sited as specified by the A.R.B.. The setbacks for Governors Crest Lots and Lots in Phases Twenty and Twenty-One are as shown on the recorded Plats. All Single-Family Lots (except Vance Villa Lots) shall have the following minimum setback requirements, unless otherwise indicated on the recorded plats:

a. Front Yard Setbacks

i. Village Home Lots - Fifteen (15) foot setback from the abutting street right of way. The A.R.B., in its sole discretion, can reduce this setback with respect to a particular Village Home Lot, but in no event shall such setback be less than nine (9) feet from the abutting street right of way.

ii. Morehead Forest Lots, Saddle Ridge Lots and Wilkinson Park Lots - Twenty-five (25) foot setback from abutting street right of way. In the case of corner Lots, there shall be a setback of twenty-five (25) feet from both

intersecting street rights of way. The A.R.B., in its sole discretion, can reduce or eliminate this setback with respect to a particular Saddle Ridge Lot to accommodate the topography of the particular Saddle Ridge Lot.

iii. Highland Pond Lots - Sixty (60) foot setback from the abutting street right of way.

iv. All other Single-Family Lots - Forty (40) foot front yard setback from the abutting street right of way. In the case of corner Lots the intersecting Street setback shall be thirty-five (35) feet from the Street right of way and the A.R.B. shall determine the fronting street.

b. Rear Yard Setbacks shall be generally opposite the front yard, but final determination shall be made by the A.R.B. The minimum distance shall be as follows:

i. Lots adjacent to the Golf Club: Village Home Lots and Morehead Forest Lots - thirty (30) feet; Saddle Ridge Lots - forty (40) feet; and all other Single-Family Lots - sixty (60) feet, except for Lots 449, 450, 451 and 452, the setbacks for which shall be as shown on the plat of Governors Club Phase Five.

ii. Lots not adjacent to the Golf Club: Village Home Lots - twenty (20) feet; Morehead Forest Lots, Saddle Ridge Lots, Wilkinson Park Lots and Phase Nineteen Lots - twenty-five (25) feet; all other Single-Family Lots - fifty (50) feet.

c. Side Lot Setbacks. The remaining setbacks (other than front yard or rear yard setbacks) shall be as follows:

i. Walker Falls Lots - Five (5) foot setback on the patio wall side (as defined by the A.R.B.) and ten (10) foot setback from the remaining side lot line.

ii. Stone Brook Lots - Not less than five (5) feet from each property line.

iii. All other Village Home Lots - For improvements constructed before January 1, 1994, three (3) foot setback on the patio wall side (as defined by the A.R.B.) and seven (7) foot setback from the remaining side line. For improvements constructed after January 1, 1994, not less than five (5) feet from each property line and not less than ten (10) feet from the improvements on any adjacent Village Home Lot. If the A.R.B. determines that modifications of these five (5) foot setbacks are required in order for the improvements on a particular Village Home Lot to be constructed at least ten (10) feet from improvements already constructed or already approved by the A.R.B. on an adjoining Village Home Lot, the A.R.B. can increase or decrease the five (5) foot setback to not more than seven (7) feet nor less than three (3) feet.

iv. Morehead Forest Lots, Lots located within Phases Eight and Nineteen and Wilkinson Park Lots - Not less than ten (10) feet from each property line.

v. Saddle Ridge Lots - Not less than twelve (12) feet from each property line.

vi. Highland Pond Lots- Not less than twenty (20) feet from each property line.

vii. All other Single-Family Lots - Not less than fifteen (15) feet from each property line.

d. Structures Allowed in Setback Area. No structure of any kind, including, without limitation, fences higher than four (4) feet, shall be permitted in any building setback area, except that roof overhangs may intrude into setback areas on Village Home Lots subject to approval of the A.R.B. and except that air-conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided further that they are all sited and screened from view in a manner approved by the A.R.B.

e. Waiver of Setbacks. The Declarant shall have the right to waive minor violations of the setback requirements contained in this Section 11.1.11 or shown on the recorded Plats, if said violation does not exceed twenty-five percent (25%) of the required setback. After the Declarant has turned over control of the Master Association, the Master Association shall have the right to waive minor setback requirements as is given to the Declarant herein.

f. Variance of Setbacks. Anything herein to the contrary notwithstanding, the A.R.B. may, when concurred in by the Board of Directors of the Master Association (before or after transfer of control by Declarant), vary the building setback lines recited herein or shown on the recorded Plats by as much as forty percent (40%). Any such variance shall be evidenced by a certificate of variance or compliance in recordable form.

11.1.12 Fences, Walls and Hedges. The composition, location and height of any fence, wall or hedge to be constructed on the Property shall be approved in advance by the A.R.B. The A.R.B. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Single-Family Residences and other fences, if any. Chain link fencing may not be used except for the outer perimeter fencing, fencing around tennis courts, fencing around swimming pools, and the Maintenance Area, as determined by the Developer or Master Association. Fencing design must accompany the final working drawings submitted to the A.R.B. for any proposed Single-Family Residence.

11.1.13 Swimming Pools. Any swimming pool or jacuzzi to be constructed on the Property shall be constructed in the ground and subject to the requirements of the A.R.B., which shall include, but not be limited to, the following:

a. Composition. Composition to be of material thoroughly tested and accepted by the industry for such construction.

b. Setbacks. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from A.R.B.

c. Lighting. Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting be permitted to be on after eleven o'clock (11:00) p.m.

d. Recreational Lot Screens. If an Owner elects to purchase two (2) adjoining Lots and to use one (1) of those Lots for recreational purposes, the Lot used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and sides, as required by the A.R.B. It shall be the intent of the A.R.B. to screen any such recreational facilities from the public view.

e. Heating. Pools may be heated only through methods approved by the A.R.B.

11.1.14 Swales. Each Lot Owner shall refrain from altering or interfering with the functioning of all swale areas abutting his Lot.

11.1.15 Driveway. All driveways and parking areas shall have hard impervious, dustless surfaces, such as asphalt, concrete, brick or uncrushed stone. Driveways may connect to Streets at only two (2) points for each Lot and such connection shall provide continuity of any drainage swale or curb and shall blend into the Street pavement. No curbside parking areas may be created by extending any portion of Street pavement, except as approved for the Village Home Lots, Villa Tracts, and Club Cottage Lots. The design and location of all driveways and parking areas shall be approved in advance by the A.R.B.

11.1.16 Utilities. The central water and sewage system provided for service of the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his Lot and shall pay all availability charges, connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, stream or water body except by the Master Association or the Golf Club Owner. No septic tank or drain field shall be allowed on any Lot. Water for irrigation of a Lot may be supplied by an underground well located on that Lot, once same is approved by the A.R.B.

11.1.17 Lot Filling. No Lot or Villa Tract may be cleared, graded, cut or filled for any reason until the A.R.B. has reviewed and approved the preliminary application for the Single Family Residence, Villa Building or Club Cottage. The site plan, along with the tree survey and other documents required by the A.R.B., must clearly delineate the extent of clearing, grading, cutting and filling.

11.1.18 Lots Bordering on Wet Lands. Lots bordering on wet lands as shown and delineated on the Development Plan shall be required to leave undisturbed a minimum upland dimension of ten (10) feet for the entire length of natural vegetation abutting the wet lands bordering on any portion of such Lots. Such undisturbed areas shall be noted on the landscape plan for each Lot as being undisturbed.

11.1.19 Lots Bordering on Lakes. Lots bordering on lakes shall be required to provide shoreline gradings, using swale and earthen berm design, to detain a minimum of one (1) inch of surface water run-off from all impervious paved surfaces. Such design shall appear on the landscaping plan for the Lot, and shall be evidenced by grade elevations and profile drawings showing typical cross-sections. A combination of the above alternatives shall be encouraged by the A.R.B. to provide a more natural lake shoreline. Each Owner shall be responsible for providing to the A.R.B. sedimentation control plans and devices to insure that the development of all Improvements shall not cause filling or damage to the Lakes. No docks, piers, or suspended walkways of any kind shall be constructed in or out over any of the Lakes within Governors Club, except by Declarant.

11.2 Restrictions on Use of Club Cottage Lots, Single-Family Lots and the Property. The following restrictions shall apply to all Single-Family Lots, Club Cottage Lots, Villa Tracts and the Property, as indicated.

11.2.1 Residential Use. All Single-Family Residences shall be used only as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Single-Family Lot or Villa Tract and no business may be conducted on any part thereof, except as specifically reserved herein. No Single-Family Residence may be rented or leased for use as a dwelling by someone other than the Owner of the Single-Family Residence for an initial term of less than six (6) months.

All Club Cottages shall be used only as follows: (i) as single-family private residential dwellings; (ii) as private residential dwellings for invited guests or employees of the Owner; (iii) as residential lodging on a daily basis, upon such terms and conditions as established by the Club Cottage Association and approved by the Golf Club Owner. The Golf Club Owner may require that any short-term (less than thirty [30] days) rental or leasing be done by or through the Golf Club Owner or designee of the Golf Club Owner, if the Golf Club Owner is providing a first class daily guest rental program. In the event the Golf Club Owner is not providing such program, and the Club Cottage Association, by a majority vote of the Club Cottage Owners who use or desire to use their units for daily rentals select a different manager, then the Golf Club Owner shall approve reasonable terms and conditions for that program. In addition, a Club Cottage may be used (iv) for such commercial or office use as may from time to time be specifically allowed under the rules adopted by the Club Cottage Association and approved in writing by the Golf Club so long as such use is compatible with the purposes of this Declaration; and (v) the Golf Club Owner may use any Club Cottage Lot it owns or leases for Golf Club purposes, including, but not limited to pro shop, guest lodging, restaurant, social events, office and day care. If the Master Association finds that any use of Club Cottages permitted by sections (iv) or (v) adversely affects property values or diminishes or threatens the general health, safety or welfare of the property owners or residents of Governors Club, it may abolish any rule allowing that use and the Owner or tenant shall immediately cease that use.

11.2.2 Clotheslines. No clothesline or outside drying area shall be located on any Lot or Villa Tract.

11.2.3 Residence Graphics. The size and design of all signs, numbering for the Unit, mailboxes and other such materials shall be approved by the A.R.B. and shall display continuity and conformity throughout Governors Club. Except in connection with development or sales of property throughout Governors Club by Declarant, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Villa Tract or Lot or on the Property, except at the Declarant's office location, without the prior written approval of the A.R.B., or except as may be required by legal proceedings, it being understood that the A.R.B. will not grant permission for signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the A.R.B. reserves the right to restrict size, color, content and location of such sign(s). No sign shall be nailed or attached to any tree. The A.R.B. shall have the right to adopt reasonable rules regarding signs to be used during construction of residences and other buildings, such as Owner identification, name of contractor or architect, etc.

11.2.4 Garbage and Trash Containers. No Villa Tract or Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except as required during trash collection, all containers shall be kept within an enclosure which the A.R.B. shall require to be constructed on each Lot.

11.2.5 Antenna and other rooftop accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Property or on the exterior of any residence (unless installed by the Declarant or the Master Association), without the prior written approval of the A.R.B. The A.R.B. shall adopt guidelines and procedures for approval of antennae in compliance with the regulations of the Federal Communications Commission.

11.2.6 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Unit.

11.2.7 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Master Association, no commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Villa Tract or Lot. The Master Association shall grant an Owner permission to bring onto the property a boat, boat trailer, motor home, camping trailer, or van upon application by the Lot owner if the Master Association finds that an A.R.B. approved garage is available for storage of the vehicle and the vehicle is owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such vehicle onto the property and park it inside the approved garage. The Owner shall not have his boat outside for more than twenty-four (24) hours preparing it for storage.

Vehicles of repairmen, delivery men, moving vans, temporary guest or vehicles owned or leased by members of the Owner's family may be parked at curbside or on the driveways and private parking areas of a Lot or Villa Tract for no longer than eight (8) hours in a twenty-four (24) hour period. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles on the driveways and private parking areas of a Lot or Villa Tract for the duration of their stay. Private parking areas shall be designated by the A.R.B. for each Club Cottage without a garage, for extended parking of passenger automobiles by Owners and their guests. Such guests may not park at curbside except as set forth hereinabove. The Master Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, or the Traffic Regulations promulgated by the Master Association, and to collect the cost thereof from Owners, as an Individual Assessment.

11.2.8 Composition of Household. The residents of each Single-Family Residence shall be limited to a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen or dining area, with no more occupants than two per bedroom.

11.2.9 Access to Lots/Construction Boundaries. All Single-Family Residences shall be constructed wholly within the Property, and legal access to all Lots shall be exclusively by way of the Streets and driveways within the Development Plan or as dedicated on the recorded plats of the Property.

11.3 Additional Protective Covenants. Declarant may include, in any contract, plat, or deed for any Lot, Villa Tract, or other Property, additional protective covenants and restrictions not inconsistent with those contained herein.

11.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Property. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes, and provided that no more than two (2) of any combination of such animals are so kept on a Lot at any time. No animals shall be allowed to run loose at any time.

11.5 Rules and Regulations. No person shall use the Common Property, or the Master Association Property, or any Unit, or any other Property, in any manner contrary to, or not in accordance

with, such rules and regulations as may be promulgated by the Master Association, the Association governing the Development in which the Unit is located, or such Traffic Regulations as may be promulgated by the Master Association from time to time.

11.6 Restrictions on use of Water Tank Site. The Water Tank Site shall be used by the Declarant or Chatham County only for the erection, maintenance, and repair of a water tank, necessary water tank controls and instrumentation, fencing, and landscaping as provided in the conditional use permit for Governors Club Planned Unit Development and in the subsequent tank and site plans approved by Chatham County, the Declarant, and the Architectural Review Board. No other improvements nor uses shall be made without the prior written approval of the Declarant (for so long as Declarant owns any Property) and the Master Association.

11.7 Storage, Accessory Buildings, Utility Enclosures, and Waste Receptacles on the Property. Except as otherwise specifically provided herein, the Property shall not be used for the outdoor storage of anything, including but not limited to construction materials, vehicles, waste and maintenance equipment and supplies, except in the Maintenance Area and other locations designated on the plats or designated by the Declarant or the Master Association. Waste receptacles will not be kept out-of-doors except as specifically approved by the Declarant or the Architectural Review Board. Storage, maintenance and accessory buildings shall not be constructed or maintained on the property except in the Maintenance Area and in other locations specifically approved by either the Declarant or the Master Association and the Architectural Review Board. Except as may be otherwise approved by either the Declarant or the Master Association and the Architectural Review Board, all cable, electric, gas, telephone, sewer, sewer grinder pumps, sewage and water pump stations and other utilities shall be installed and maintained underground; except that the water tank on the Water Tank Site and telephone and electrical junction boxes and electrical transformers may be installed above ground in utility boxes as approved by the Declarant and the Architectural Review Board.

11.8 Restrictions on use of Highland Pond Preserve. The Highland Pond Preserve shall be used by its owner only for scientific study and research purposes, as may be further specified by rules promulgated by the Master Association from time to time. The Declarant shall have the right to convey the Highland Pond Preserve to the Botanical Garden Foundation, Inc. or to another nonprofit organization organized for similar purposes.

11.9 Restrictions on Use of Golf Club Property. The Golf Club Property shall be used for golf, tennis, fitness center, swimming, recreational, fitness, lakes, irrigation, social events, pro shop, restaurant, commercial, office, guest facilities, day care, educational, guest lodging and other Golf Club activities. The Golf Club Property may also be used by it or leased to others for such other commercial, office, transportation, educational and other institutional or utility use as may from time to time be specifically approved in writing by the Board. Improvements of the Golf Club Property to intentionally obstruct the view from any Lot shall not be made. The twenty-seven (27) hole golf course constructed by the Declarant shall be used and maintained as a golf course. The portion of the Golf Club Property which lies within the Maintenance Area may be used as Maintenance Area.

11.10 Restrictions on the Use of Maintenance Area. The Maintenance Area shall be used by the Declarant, the Maintenance Associations, the Master Association, the Golf Club Owner, contractors, utilities and others for office, maintenance, storage, utility operations of all types, parking, repair, cleaning and processing in connection with the maintenance, construction, operation and the provision of construction, repair, maintenance, sewer utility, other utility and other services to the Governors Club planned unit development, Lots in the planned unit development, or other portions thereof.

11.11 Restrictions on Limited Use and Restricted Building Areas on Lots in Phase Twenty-One. Lots 1271, 1272 and 1273 in Phase Twenty-One (the "Phase Twenty-One Lots") shall be subject to additional

restrictions contained in this section. Within the areas specified as "Limited Use" on the recorded plats of the Phase Twenty-One Lots, Improvements shall be limited to Improvements which are accessory to the Single-Family Residence on each Phase Twenty-One Lot. The Improvements allowed within the Limited Use areas shall include covered, unenclosed, attached screened porches and verandas; attached or detached extended exterior structures such as terraces or elevated decks composed primarily of wood; covered, unenclosed, detached garden structures such as cabanas, gazebos, pergolas and trellises; planted, landscaped garden areas; retaining walls loose-laid to a maximum height of thirty (30) inches; paved walking paths; paved driveways and utility service lines. Within the Limited Use areas, retaining walls constructed on concrete footings, paved surfaces constructed on non-permeable base materials, storage or maintenance structures, utility enclosures, waste receptacles, temporary structures and construction facilities shall be prohibited. Improvements creating impervious surface will be limited to a maximum of one thousand (1,000) square feet in each of the Limited Use areas on the Phase Twenty-One Lots, except that driveways shall not be included in calculating the impervious surface area. Nothing contained in this section is intended to prohibit driveways and walkways within the Limited Use areas from being paved with impervious materials approved by the A.R.B. The total area in each of the Limited Use areas on the Phase Twenty-One Lots upon which Improvements may be constructed will be limited to forty percent (40%) of each Limited Use area. Driveways and walkways shall not be included in calculating the percentage of usable area within each Limited Use area. The design and location of all Improvements within the Limited Use areas on the Phase Twenty-One Lots shall be fully subject to review and approval of the A.R.B. to the same extent as all other Improvements on the Phase Twenty-One Lots. The areas identified as "Restricted Building Areas" on the recorded plats of the Phase Twenty-One Lots shall be left in their natural state without clearing of vegetation except where it is dangerous to property or persons, except that driveways approved by the A.R.B. may be constructed and maintained within the Restricted Building Areas.

Conceptual Review Application

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

Lot # _____ Owner/Prospective Owner: _____Date _____ARB Review: _____

Current Address _____

City _____ **ST** _____ **Zip** _____ **Current Tel. #**_____

Governor Club Address _____ **Phase** _____

New Home _____; Major Alteration _____ (What)_____

On Golf Course, Hole: LAKES # _____; FOOTHILLS #_____; MOUNTAINS #_____; N/A _____

Architect: _____

(Final Plans must be sealed by a licensed architect of the State of North Carolina)

Landscape Architect: _____

*(Final Plans must be sealed by a licensed landscape architect of the State of North **Carolina)***

Contractor: _____

DATE on plans: L: _____ A:_____

(If Applicable) Site, Drainage, Landscape, Irrigation, Details Architectural Elevations, Floor Plans

VILLAGE COMMUNITY:	**MODEL**	**DEVIATIONS** (Labeled and highlighted)
Club Cottages:		
Governors Square:		
Morehead Forest:	**N/A**	**N/A**
Stone Brook:		
Tryon Courte:		
Vance Villa Single Family:		
Walker Falls:		

Nature of Request:

_____

_____

_____

_____

_____

***Favorably Reviewed: _____ *Not Favorably Reviewed:_____ (* SEE ARB RESPONSE)**

SUBMITTED BY:_____ _____

Print Name (Property owner or property owner's representative) Title

_____ _____

Signature (Property owner or property owner's representative) Date

Submit to: THE ARCHITECTURAL REVIEW BOARD. For appointment & assistance call (919) 942-0500

CONTRACTOR'S AGREEMENT

Lot Owner _____ **Lot#**_____

This Contractor's Agreement ("Agreement") is entered into by and between the undersigned Contractor ("Contractor"), and the Governors Club Property Owners Association, Inc. ("Association").

In consideration for of being deemed approved to build within Governors Club, and in particular to construct a home on the above lot ("Lot") on behalf of the above Owner, Contractor acknowledges and agrees as follows:

1. Review of Guidelines and Covenants; Contractor's Packet. All persons managing or supervising work on behalf of the Contractor on the above Lot have read the current Governors Club Architectural Review Board Guidelines ("Guidelines"), as well as and Articles 10 and 11 of the Declaration of Covenants and Restrictions for Governors Club ("Covenants"). Contractor has received, read, understands, and will abide by information in the General Contractor Packet.

2. Standards of Conduct. Contractor is responsible for the actions of all Contractor's employees, agents, and subcontractors working at the above Lot, and shall ensure, at a minimum, that said individuals comply with the following standards of conduct:

    a. No alcoholic beverages or illegal drugs may be brought onto or consumed on the job site.

    b. No children of employees, agents, or subcontractors are permitted on the job site without special permission from the ARB.

    c. Loud music is prohibited, with the ARB being the sole judge of whether the volume is too loud.

    d. No animals or pets may be brought onto or kept at the job site.

    e. No firearms are permitted.

    f. Use of the ponds and lakes within the community is prohibited, including without limitation, for fishing or swimming.

3. Compliance with Guidelines, Covenants, and Approved Plans. The Contractor shall be responsible for constructing and installing all improvements on and to the Lot in accordance with the Guidelines, the Covenants and the plans and specifications for the Lot ("Plans") as approved by the Governors Club Architectural Review Board ("ARB"). The Contractor shall be responsible for any and all deviations from the Guidelines, the Covenants, and the Plans, including without limitation, any deviations from approved exterior colors and materials, landscaping and hardscaping. Any changes or revisions to the Plans that alters in any way the exterior of the dwelling (e.g., in size, shape, color, or materials) or the lot itself requires ARB approval prior to such change being implemented.

4. Construction Site. All job sites will be kept in a clean and orderly condition. No materials will be stored or placed in the streets, cul-de-sacs, swales, rights of way, natural areas, or golf course frontages. Care shall be exercised in the storage of material. Trash and debris must be handled as follows:

a. Trash Receptacle: All wrapping and packaging materials, and food containers shall be placed in a covered, enclosed trash receptacle to prevent debris from blowing onto adjacent property or street.

b. Debris Enclosure: Contractor will ensure that all construction debris is placed in a suitably sized enclosed area. Contractor shall schedule prompt pick up of debris in enclosures and receptacles exceeding 75% of capacity to avoid overflow. Debris enclosures and other approved trash receptacles shall not exceed capacity.

c. Trash and Debris Removal: Job site debris shall be removed from debris enclosure or other approved trash receptacles, if needed, by 3 PM each Thursday.

d. Dumpsters. Roll-out dumpsters (sized appropriately for the lot) and the location thereof will be considered for ARB approval on a case-by-case basis. Dumpsters should be in good condition and a dark color.

5. Signage. No signage is permitted at any job site unless approved by the ARB, except as may otherwise be required by law. Posting a sign or banner that is not approved by the ARB is prohibited. ARB approved signs are as follows:

a. Construction Sign: Prior to construction of Improvements, or Alterations to existing Improvements, a Governors Club standard construction sign must be ordered as directed by the ARB, and attached to a Governors Club standard post (in ground installation with sign facing street is required), which also supports the standard permit box. Post, sign and permit box must be maintained for the duration of the project. Sign must be removed within 30 days of date of Certificate of Occupancy. Information for ordering the standard Governors Club construction sign may be found in the General Contractor's Packet.

b. "Do Not Block Mailbox or Driveway" Sign: The Owner of an Improved Homesite adjacent to a project under construction, may borrow a "Do Not Block Mailbox or Driveway" sign from the POA Office to install for the duration of construction. The sign must be signed out from a POA Staff member, and must be returned when it is no longer needed.

6. Fires. Fires on construction sites are prohibited.

7. Temporary Office; Storage Containers. Temporary construction site trailer offices and storage containers are prohibited unless the ARB has approved the appearance and proposed location of the trailer or storage container.

8. Construction Toilet. Each construction site must have a construction toilet (i.e. Port-A-John or Port-O-Potty) on site with approved tight knit wooden lattice screening/trellising on three sides of the construction toilet. Additionally, the construction toilet door must face the construction site, and not be seen from the street. The construction toilet must be installed at the same time as the silt, safety and tree fencing. For proper sanitation, timely maintenance of the construction toilet is required. A construction toilet is required on all projects that will take at least two weeks to complete.

9. Construction Vehicles and Parking. Contractors may be required to submit a parking plan for job sites that are especially congested or dangerous, and the plan must be approved by POA Staff. The following provisions shall apply whether or not such a parking plan is required:

a. Construction or maintenance vehicles shall be parked in work site driveways where possible. Vehicles may not block cul-de-sacs, intersections, driveways, or mailboxes, and may not be parked on neighboring property without the written permission of the Owner of that property.

b. No vehicles, materials, or equipment may be left on any street overnight.

c. Parking in the right of way of the lot being improved is permissible, but only with POA Staff approval. Utility pipes are installed in the right of way and heavy trucks may cause damage.

d. Upon completion of project, fescue grass sod, or an alternative sod as specified by the ARB, shall be placed in street right of way areas to attain an immediately attractive and consistent appearance along the street front. For right of way areas, where mowing is impractical, as determined by the ARB, the ARB will consider alternative plant material as may be proposed by the Landscape Architect.

e. Contractor shall take all reasonable precautions to prevent accidents. When it is necessary to use a street for a brief period to load or unload, or when using hidden drives, flagmen and warning devices (e.g. cones or flags) shall be used at all times. Safety cones must be placed at least twenty five feet in front and behind the vehicle and trailer as a warning for approaching motorists. All vehicles should be parked on one side of the street with intermittent spaces of at least twenty-five feet between vehicles to allow motorists passing against traffic flow to pull over.

f. Contractor shall warn all drivers, sub-contractors, and suppliers, that there are very steep roads and hidden drives, and that driving in excess of 25 M.P.H. is prohibited and dangerous.

g. All persons shall drive carefully, obeying the community wide 25 M.P.H. speed limit and all North Carolina Department of Transportation regulations.

10. Silt Fencing and Erosion Protection. After the lot clearing, the Contractor shall immediately install appropriate silt fencing as per the ARB final approved Plans and applicable guidelines. Silt fencing must be maintained (i.e. emptied or replaced when full) and re-installed if damaged. Should silt or other debris wash, or otherwise find its way off of the construction site onto neighboring property, the streets, natural areas, water bodies, or the golf course, the Contractor shall be responsible for paying the cost of removal. Silt fencing and stakes must be removed after landscaping is completed.

11. Trees.

a. Tree Protection Fencing. After the lot clearing, the Contractor shall immediately install appropriate tree protection fencing as per the approved Plans and applicable Guidelines. Tree protection on each construction site must be maintained and re-installed if damaged. Tree fencing and stakes must be removed after the landscaping is completed.

b. Tree Ribbons. Prior to Certificate of Compliance inspection, the Contractor shall remove ribbons from all trees on the improved Homesite.

c. Tree Removal. Removing trees of 4 inches in diameter (measured two feet above grade) or greater without the prior approval of the ARB is prohibited.

d. Damage to Trees. In addition to the fines that may be imposed for violation of these Guidelines, if a tree of 4 inches in diameter (measured two feet above grade) or greater is damaged, or is removed without ARB approval, Contract shall replace the tree with a specimen of similar size of the ARB's choosing.

12. Emergency Contact; Personnel Lists. The Contractor shall keep a 24-hour emergency phone number on record with the POA, the Gatehouses, and the ARB. The Contractor shall submit personnel and sub-contractor lists to the ARB before the ARB releases the Certificate of Approval which is required to obtain building and other permits.

13. Clearing and Curb Cuts; Apron Installation: Prior to clearing, the Contractor shall plunge cut non-rollover curbs at the left and right ends of the apron, and also cut through the seam between the street gutter and the road pavement, cutting the rebar, and thereby separating the gutter and curb from the street. The curb must remain in place throughout construction, and may only be removed immediately prior to installing the apron. Rollover curbs do not need to be cut. Backer rod is required in the curb cut. The apron is to be installed immediately after removal of the curb, generally at the end of the project. Expansion joints will be required at each end of the apron abutting the curb.

14. Construction Driveway: Prior to the initiation of grading and construction, the Contractor shall install a gravel driveway. Gravel must be placed in back of the curb, and extend the entire length of the driveway; it must be maintained for the life of the project. Gravel must be kept out of the road throughout construction. Gravel scattered in the grass portion of the right of way must be completely removed upon completion of the project.

15. Destruction or Damage: The Contractor shall be responsible for any damages to neighboring properties incurred during the construction process. Destruction or damages affecting neighboring properties include, but are not limited to:

a. Damage to any vehicle or any Improvements.

b. Damage to mailboxes or posts.

c. Destruction or interruption of utility lines.

d. Damage to irrigation system.

e. Damage or destruction of natural foliage and landscaping.

f. Damage caused by improper routing of drainage through neighboring property.

g. Improper staging of materials on neighboring property.

h. Improper dumping of rubbish or materials on neighboring property.

i. Damage to any adjacent rights of way, including curbing.

16. Construction Hours.

a. Construction work is permitted between 7:00 AM and 6:00 PM, Monday through Friday. Indoor, non-noisy work is permitted between 8:00 AM and 5:00 PM on Saturdays, but approval for such work must be requested in advance, at least before 10:00 AM the Friday before such work is planned. The house must have doors

and windows installed to reduce to a minimum the noise of indoor construction. There shall be no construction work permitted on Sundays.

b. The Contractor or project manager may review a project on site after 6:00 PM, Monday through Saturday.

c. No construction work will be permitted on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas.

d. The house must have doors and windows installed to reduce to a minimum the noise of indoor construction. Excessive noise reported by neighboring residents will be sufficient cause for the POA Staff to eliminate Saturday work by that General Contractor on that Homesite.

17. Start Date; Completion of Project; Certificate of Compliance. Contractor estimates the commencement of construction (clearing site of existing trees, foliage, shrubs; excavation of site; assembling materials/supplies on site; demolition/removal of existing structure; preparation of foundation; erection of part or all of structure) shall occur on or before: _____. If steady progress is not observed, the Contractor may be requested to appear before the ARB to explain any construction delays. Any projects started, but not finished within 18 months of the date of commencement of construction, may incur fees per the Fine Schedule attached hereto as Exhibit A.

If a Certificate of Compliance (as described in the Guidelines) has not been approved by the ARB within 120 days from the date of the Certificate of Occupancy, the General Contractor will incur a late fee of $100 per day until the Certificate of Compliance has been approved, unless the delay is the fault of the Owner.

18. Violation and Enforcement. In the event that Contractor or its agents, employees, or sub-contractors violates the provisions of this Contractor's Agreement, or the Covenants or Guidelines, the POA shall have the following non-exclusive options:

a. To impose fines against the Contractor in accordance with the Fine Schedule attached as Exhibit A, and recover the same from the Contractor, including by deducting such fines from the Construction Compliance Deposit. Fines may initially be imposed by the community manager, with a right of appeal to the ARB.

b. To perform any work which Contractor has failed to perform that is required under this Contractor's Agreement, or the Covenants or Guidelines, and recover the same from the Contractor, including by deducting such costs from the Construction Compliance Deposit.

c. To bar the Contractor from building in Governors Club in the future.

d. To issue a stop work order until said violation is remedied.

e. To pursue all other remedies that may be permitted by law.

19. Construction Compliance Deposit. To assure the prompt payment by the Contractor of any fines imposed for the violation of this Contractor's Agreement, or the Covenants or Guidelines, or for any work performed by the POA which the Contractor has failed to perform, the Contractor shall post the sum of Ten Thousand Dollars ($10,000) with the POA as a refundable Construction Compliance Deposit to be held, without interest, by

the POA with its other non-segregated general funds. Should the Contractor accrue any fines and refuse to pay the same, the POA is authorized to deduct the amount of the fines from the Construction Compliance Deposit, and in such event, the Contractor shall within fifteen (15) days of written notice from the ARB replenish the amount so deducted from the Construction Compliance Deposit. The failure of the Contractor to replenish any amounts so deducted from the Construction Compliance Deposit shall be grounds for the ARB to disapprove the Contractor for future building in the Governors Club. The Construction Compliance Deposit, less any payments owed for fines, shall be returned to the Contractor within thirty (30) days of the ARB's issuance of the Certificate of Compliance for the Lot.

20. Road Use Fees. Contractor shall pay the following non-refundable road usage fees:

A. New Construction:

New Construction to a vacant lot (Due upon Final Plan approval): Total Square Feet……....	.75/sq. ft.

B. Alterations, Additions, Revisions to Completed Homesite*:

Base Fee…….....	$225
Fee per square foot……...	$ .30/ sq. ft.

*This applies to any increase in square footage (heated or not) to building projects on completed homesites that necessitate new footings and continuous foundation. This also includes, but is not limited to, structural additions, concrete patios, terraces, driveways, driveways, or other work that requires over eight yards of concrete.

CONTRACTOR:

_____

Signature

_____

Company

_____

Title

_____

Date

Signature on Behalf of GC POA, Inc.

_____

Walter Grim, Community Manager

_____

Date

EXHIBIT M-A

FINE SCHEDULE

The fines set forth herein are in addition to, not in lieu of, any and all other remedies afforded to the POA, including remedies against the Owner of the lot in question. Except for Extended Construction Fines, the amounts shown below are the maximum fines that may be imposed. Fines may initially be imposed by the community manager, but Contractor shall have the right of appeal to the ARB. The severity of the violation and whether it has been repeated or is habitual may be considered in determining the appropriateness of a fine. Upon any appeal, the decision of the ARB as to the fine(s) imposed shall be final.

1.	Failure to maintain jobsite in a clean and orderly condition (per day)	**$250**
2.	Storage or placement of materials in the streets, swale, right-of-way, natural areas, or golf course frontages (per day)	**$250**
3.	Posting a Sign or Banner that is not first approved by the ARB (per day)	**$100**
4.	Violation of permitted construction hours (per incident)	**$100**
5.	Failure to keep a 24-hour emergency phone number on record with the Gatehouse and the ARB (per incident)	**$500**
6.	Firearms at the job site (per incident)	**$2,500**
7.	Playing of loud music on the job site (per incident)	**$100**
8.	Failure to cut the curb prior to the initiation of excavation or grading on a new Homesite (per day)	**$500**
9.	Failure to install gravel driveway in a manner so as to prevent erosion of gravel or soil into any areas of the job site (per day)	**$250**
10.	Violation of parking, driving, or safety requirements (e.g., exceeding the 25 mph speed limit; parking on neighboring property without permission; blocking cul-de-sacs, intersections, driveways, or mailboxes) (per incident)	**$100**
11.	Fire on the job site (per incident)	**$500**
12.	Placement of roll-off dumpsters without ARB approval (per day)	**$100**
13.	Placement of temporary job site trailer offices and storage containers without ARB approval (per day)	**$100**
14.	Bringing or allowing animals at the job site (per incident)	**$100**
15.	Bringing or allowing children at the job site (per incident)	**$100**
16.	Failure to install or properly maintain silt fence (per day)	**$250**
17.	Failure to remove silt fencing (per day)	**$100**

18.	Failure to install and properly maintain tree protection fencing (per day)	**$250**
19.	Clearing (in whole or in part) a lot without the prior approval of the ARB (per incident)	**$4,500**
20.	Removing trees of 4 inches in diameter (measured two feet above grade) or greater without the prior approval of the ARB (per tree)	**$300 plus tree replacement as required by ARB**
21.	Failure to have and properly place port-a-john (per day)	**$100**
22.	Unapproved deviations from ARB approved plans, exterior colors and materials, landscaping and hardscaping, and/or from the Covenants and Guidelines (per incident)	**$2,500**
23.	Any other violation of the Guidelines, Covenants, or Contractor's Agreement not otherwise referenced herein (per incident)	**$250**

EXTENDED SCHEDULE FINES*

1.	Extending construction past the deadline for completion by between 1 and 90 days	**$2,000**	
2.	Extending construction past the deadline for completion by between 91 and 180 days	**$4,000**	
3.	Extending construction past the deadline for completion by between 181 and 270 days	**$6,000**	
4.	For extending construction into any subsequent 90 day period after the 271st day	**$6,000**	**per period**

*Extended Schedule Fines are not daily fines.

THE ARB PROCEDURE

Governors Club Architectural Review Board, 10134 Governors Drive, Chapel Hill, NC 27517, 919-942-0500, 919-932-8529 (FAX)

GENERAL INFORMATION

ARB: Architectural Review Board
POA: Property Owners Association
GC: Governors Club

ARB MEETINGS: Held the 2nd and 4th Monday of every month, except December. There is only one meeting in December on the 2nd Monday. Summer schedule may vary.

FIRST CONTACT: Architect or professional representing applicant contact ARB Administrator, (919) 942-0500, Ext. 24, for information, to schedule a Submittal appointment, and to acquire the following:

1. Application for Approval of Improvements; Revised Submittal; Waiver or Variance Request Form; Village Community Supplemental Guidelines
2. Color and Material Presentation Template Boards for Homesite book
3. ARB Guidelines Revised 2013; the Declaration of Covenants and Restrictions
4. Contractor Qualifications
5. Statement of Liability if owner intends to use a Contractor who does not have an Unlimited License with the State of North Carolina

PRELIMINARY SUBMITTAL (New Construction)

ACTION REQUIRED: ***By 3 PM Friday, prior to Monday's ARB meeting at which the Preliminary will be heard, the lot must have the lot corners clearly staked, the structure's footprint ribboned and the clearing limits ribboned for the ARB Team on-site review. If this has not been accomplished, the project will not be reviewed.***

SUBMITTAL DATE: Architect contacts ARB Administrator by Friday (or sooner) preceding Monday's submittal to schedule a submittal appointment. Submittals must be made no later than 5 business days BEFORE the ARB meeting to insure a place on the Agenda.

ATTENDEES: Architect, Landscape Architect, ARB Administrator (Owner may attend at their option)

REQUIRED SUBMITTALS:

1. Part 1 of the Application for Approval of Improvements
2. Two sets (36" X 24") (Scale: 1"= 10' or 1/8" = 12") of the following plans, dated and bearing the title block of the respective, licensed Architect or licensed Landscape Architect of the State of North Carolina:
    a. Proposed Site and Grading Plan
    b. Exterior Elevations (front, rear, side and hidden planes)
3. An electronic file – email attachment.
4. ARB fee – New Construction: .50 per SF up to 3500 SF.
   .55 per SF over 3500 SF.
   Make check payable to Governors Club Property Owners Association (GCPOA)

SUBMITTAL CHECKLIST: Using the Preliminary Application Checklist, the ARB Administrator reviews submissions for errors or omissions. If changes or corrections are required, revised plans and/or information must be submitted by noon Wednesday of the same week.

PRESENTATION OF PRELIMINARY AT ARB MEETING

TIME ON AGENDA: On the Friday before Monday's ARB meeting, the ARB Administrator will notify - via email - the Architect and Landscape Architect of their time on Agenda.

PRESENTATION: During the ARB meeting, the Landscape Architect will present the Site and Grading Plan. The Architect will present Exterior Elevations.

The ARB Team members who have inspected the site, and reviewed the Preliminary Plans, will provide observations for the benefit of all parties.

FEEDBACK: ARB members will have an opportunity to make observations and to ask questions. A brief discussion will follow. The Architect and Landscape Architect will be advised in writing of required changes or additions to include on Final plans.

ARB RESPONSE: Property Owners, Architect and Landscape Architect must carefully review the official, written ARB Response to understand what actions need to be taken by the Architect and Landscape Architect. Professionals will receive the ARB Response via email; Property Owners via post.

FINAL SUBMITTAL (New Construction or Alteration to Homesite)

ACTION REQUIRED: ***By 3 PM Friday, prior to Monday's ARB meeting at which the Final will be heard, the lot must have the lot corners clearly staked, the structure's footprint ribboned and the continuous loop clearing limits ribbon in place for on-site review by the ARB Team. If this has not been accomplished, the project will not be reviewed.***

SUBMITTAL DATE: Architect contacts ARB Administrator by Friday (or sooner) preceding Monday's submittal to schedule a submittal review. Submittals must be made no later than 5 business days BEFORE the ARB meeting to insure a place on the Agenda.

ATTENDEES: Architect, Landscape Architect, Civil Engineer, Contractor, ARB Administrator, Owner may attend at their own option.

REQUIRED SUBMISSIONS:

1. Part 2 of the Application for Approval of Improvements (List of manufacturers of materials, colors and finishes)
2. Two sets (36" X 24") (1" = 10' or 1/8" = 12") and one reduced set (11" X 17") of the following plans, sealed and signed by the respective licensed Architect and licensed Landscape Architect of the State of North Carolina:
    a. Final Site Plan, and Landscape Plan showing trees' critical root zones, tree protection, plant list with height required at installation, and planting schedule.
    b. Plans for Irrigation, Grading, Drainage, Landscape Details
    c. Exterior Elevations (front, rear, side and hidden planes) with changes from Preliminary.
3. Only in the 11" X 17" set include: Floor plans and Wall sections
4. An electronic file – email attachment
5. One 11" X 17" color rendering of front elevation
6. Samples of materials, colors and finishes on template boards supplied by POA

SUBMITTAL CHECKLIST: Using the Final Application Checklist the ARB Administrator reviews submissions for errors or omissions. If changes or corrections are required, revised plans and/or information must be given to ARB Administrator by noon Wednesday of the same week.

LANDSCAPE & DRAINAGE PLANS: The Landscape Architect and Architect must send the Landscape, Drainage and Final Elevation Plans to the ARB Landscape Architect who is reviewing these plans so that his/her checklist is available at the ARB meeting.

PRESENTATION OF FINAL AT ARB MEETING

TIME ON AGENDA: On the Friday before Monday's ARB meeting, the ARB Administrator will notify – via email - the Architect, Landscape Architect, Civil Engineer and Contractor of their time on Agenda.

PRESENTATION: The Landscape Architect and Civil Engineer will present the following plans: Site Development; Drainage and Grading; Detailed Landscaping and Plant Schedule; Irrigation Plan; Site and Landscape Details. One of the ARB's Landscape Architects will have reviewed these plans in advance, and will disclose their findings at the meeting.

The Architect will present the following: Exterior Elevations (front, rear, sides and hidden planes); Floor Plans, Building Sections; Color Rendering; exterior materials,

finish, colors, manufacturers (where applicable).

FEEDBACK: ARB members will have an opportunity to ask questions and review the various documents. A brief discussion will follow.

ARB RESPONSE: Property Owner(s), Architect, Landscape Architect, Civil Engineer and Contractor must carefully review the official, written ARB Response to understand what actions are required. Professionals will receive the ARB Response via email; Property Owners via U.S. postal service.

HOMESITE CONSTRUCTION (New Construction or Major Alteration)

CERTIFCATE of APPROVAL:

Upon approval of Application, Plans and other Submissions, the ARB issues a Certificate of Approval which the Contractor will receive, contingent upon the following:

1. Qualified Contractor has been chosen by Property Owner and acknowledged by ARB.
2. Current information on Contractor is on file at the ARB office including:
   - Copy of License from the State of North Carolina
   - If Contractor does not have an Unlimited License, the Statement of Liability notarized, signed by owner(s), and a copy of Property Owner's Financial Statement
   - Contractor's Financial Statement (same as that given to the State of NC to obtain a license)
   - Five reference letters, including client, trade and financial reference
   - Liability Insurance Certificate
   - Principals of Company Form (completed & on file)
3. Signed Contractor Certification and Agreement (on file).
4. The refundable Construction Compliance Deposit has been received.

Contractor will take signed, original Certificate of Approval to the Building Inspector to get Chatham County Building Permits, and take a copy to Aqua North Carolina.

APPROVAL VALID FOR 5 MONTHS:

ARB approval for Improvements, Revisions or Alterations is valid for a term of 5 months from the date of approval. At the end of this period, if construction has not commenced, a Renewal application and fee must be submitted to the ARB for approval prior to expiration.

CONTRACTORS NEW TO GC:

Must meet with ARB Administrator prior to commencement of the project, to learn regulations and procedures for construction in Governors Club.

CONTRACTOR'S PACKET:

Contractor picks up the Contractor's Packet at the POA Office that includes:

1. Certificate of Approval signed by the ARB Chairman, or designee
2. Copy of Approval of Improvements Application stating approved colors and materials
3. Contractor Qualifications & Responsibilities
4. The ARB Procedure
5. Extended Construction Fee Policy; Fine Policy; Fine Schedules
6. Erosion Prevention and Control
7. Miscellaneous Information: Document Box; Curb Cut; House Sign; Supplemental Guidelines
8. "How to Save Trees During Construction" (National Arbor Day Foundation)
9. **FORMS:** - Principals of Company
   - Sign Request for the approved Contractor Sign
   - Contractor Certification and Agreement *(Read; Signature required)*
   - Vehicle Permit Form *(Complete & return);* Parking Policy *(post on site)*
   - Contractor Contact Form and Subcontractor List *(Complete & return)*
   - Mailbox, and House/Lawn Signs Order Form
   - Revised Submittal; Waiver or Variance Request Form
   - Statement of Liability

FEES & FILING: Sewer Tap and Grinder Pump Fee…….Contact Aqua North Carolina
Water; Residential Impact Fee…….Contact Chatham County
Accessory Impact Fee (Alterations to existing homes)…...Contact Chatham County

POA FEES: **Road Use Fee (New Construction):**

New Construction to a Vacant Lot (Due upon Final Plan approval):

Total Square Feet……$ .75/square foot

Road Use Fee (Additions/Revisions to Completed Homes): *This applies to any increase in square footage (heated or not) to building projects on completed homesites that necessitate new footings and a continuous foundation. This also includes, but is not limited to, structural additions, concrete patios, terraces, driveways, or other work requiring over 8 yards of concrete.*

a. Base Fee	$ 225.00
b. Fee per square foot	$ .30/s.f.

Refundable Construction Compliance Deposit: $10,000.00*

*The Deposit amount is increased to $20,000 for any contractor with a history of forfeiting their deposit due to Non-compliance with the ARB Guidelines.
(Refunded upon approval of Certificate of Compliance)

EXTENDED CONSTRUCTION FEE POLICY:

Construction must be completed within 18 months of date of commencement of construction – unless otherwise determine during the Final ARB review. If not finished in the agreed time period, a $2,000 Fee will be assessed to the Contractor for a three (3) month extension, with fees escalating with each three (3) month extension after the first one (see Extended Construction Fee Policy adopted 5/21/07; Revised: 9/8/08; 10/19/10).

CLEARING LAND: **Road Use Fee and Contractor Deposit must be paid before clearing can begin.** Contractor installs a continuous loop ribbon, as per Site Plan, cordoning off the clearing limits (ribbon to be outside of tree drip line); plunge cuts the curb and gutter on either end of the width of the apron, and saws in the gutter seam, cutting the rebar, separating the road from the gutter. The curb is left in place until the end of the project, at which time the apron is installed. To assist in on site review and approval, the critical corners of the home and garage must be staked.

The Contractor is to notify the Operations Manager that the Homesite is ready for the clearing inspection at which time the clearing limits and curb cut will be confirmed, and clearing approval given. Builder shall be present at clearing inspection.

If proposed site is cleared prior to official approval, the Contractor will be referred to the Hearing Panel for consideration of a fine.

SILT FENCING/ TREE PROTECTION:

The Contractor is to implement and maintain silt fencing and tree protection as specified by the Landscape Architect on the Site Plan.

The drawings shall define the critical root zone for all trees designated to be saved and which are located within or near the clearing limits. The critical root zone is defined as a circular area around the trunk of a tree that contains the roots necessary to sustain the tree. As a general rule, if more than one fourth of the area of the critical root zone is disturbed, the tree likely will suffer significant damage and will probably not survive.

Unless otherwise agreed at the site review meeting, silt fencing and tree fencing shall be established immediately subsequent to clearing, and must be located as close as possible to the clearing limit line. Safety fencing must also be installed.

EROSION PREVENTION:

1. Disturbed soil must be stabilized immediately to avoid erosion.
2. Effective stabilization must employ Best Management Practices (BMP).
3. All existing and new construction will be inspected for erosion prevention & control.
4. Site & Grading Plans must clearly describe erosion prevention and control measures.

REVISIONS: All Architectural (including materials and color), Site, Drainage, Hardscape and Landscape changes must be approved prior to construction or installation. Use the "Revised Submittal; Waiver or Variance Request Form" (in this packet). Making changes without prior approval by the ARB may result in a significant fine. See p. 25 - "Limited Provision" – procedure for a rapid decision on MINOR changes.

CERTIFICATE OF COMPLIANCE (New Construction or Major Alteration)

INSPECTION: A Certificate of Compliance inspection is required within 120 days of the date of the Certificate of Occupancy. It is the Contractor's responsibility to contact the Architect, Landscape Architect, and the Operations Manager to schedule the inspection.

The Contractor must submit the As-Built Survey and the As-Built Irrigation Survey on or before the day of the Inspection to the Operations Manager.

The Architect and Landscape Architect will red line deviations on the ARB approved plans (sign and date redlined plans). They will suggest corrective actions when required.

The Operations Manager will compare the completed home and lot to the approved Architectural Plans, materials, colors, and Site, Grading and Drainage Landscape Plans for conformance. If there are any deviations from the Plans, or other compliance items outstanding, they will be noted on the Staff Inspection Report. Photographs will be taken of any deviations of the home and property for ARB review and archiving.

A copy of the Inspection Report and Schedule of Deviations will be given to the Property Owner and the professional team members. A date for completion of corrections (60 days from inspection date) will be noted on the bottom of this form. When corrections are made and verified, the Operations Manager will submit the Certificate of Compliance for approval by the ARB. Approval is contingent, in part, upon the following:

1. Submission of the **AS-BUILT SURVEY** (by the Contractor) showing setbacks and all structures and impervious surfaces (including, but not limited to, driveways, patios, decks, walks, retaining walls, pools, fences, etc.); showing unapproved encroachments.
2. Submission of the **AS-BUILT IRRIGATION SURVEY** (by the Contractor) showing, among other things, where the irrigation system was actually installed, that irrigation heads and lines are 5 feet back from the curb (or are certified to have check valves), and all planted and sod areas are properly irrigated.

ARB APPROVAL: It is necessary that the Homesite conform to the ARB Guidelines, the Declaration of Rules & Covenants, and the approved plans. Unless there are objections, the ARB will approve the Certificate of Compliance. The signature of the ARB Chairperson is evidence of approval. The original Certificate will be kept in the POA office and a copy will be sent to the Homeowner.

REFUND OF CONTRACTOR'S DEPOSIT

REFUND PROCESS: Upon approval of the Certificate of Compliance, and verification of no outstanding fines, fees or assessments, or pending Hearing Panel appearances, the Contractor's deposit will be refunded. The ARB Administrator will facilitate the refund.

HOMESITE BOOK

POA PROPERTY: The Homesite Book is the official and permanent POA record of forms and approved submissions. It is stored in the POA office, and is the property of the Property Owners Association. It is important that owners keep information up to date.

ADDITIONS/REMODELING/IMPROVEMENTS/RE-LANDSCAPING

ARB APPROVAL: The construction, change, or removal of any exterior Improvement (architectural,

hardscape, landscape, or drainage) requires ARB approval. In general, the process parallels the process for building in Governors Club. No work shall commence without the written approval of the ARB. Alterations executed without prior ARB approval could invalidate the Certificate of Compliance, and may subject the Owner to a fine.

CERTIFICATE OF NON-COMPLIANCE

FILED WITH DEED: The ARB has the authority to approve a Certificate of Non-Compliance which will be filed with the Homesite deed in the Chatham County Registrar's office.

LATE FEE ASSESSED:

If a Certificate of Compliance has not been approved by the ARB within 120 days from the date of the Certificate of Occupancy, the Builder/Contractor may incur a Late Fee of $100 per day until the Certificate of Compliance has been approved. If the Builder has notified the ARB of disassociation from a homesite under construction significantly before a Certificate of Compliance inspection has been conducted, the Property Owner is responsible for bringing the homesite into compliance, and may be sent to the Hearing Panel for consideration of a fine.

CONTRACTOR CONSEQUENSES:

If a Builder/Contractor fails to meet the above responsibilities they could be barred from building in Governors Club in the future, and/or may not have the Construction Deposit refunded.

PROPERTY OWNER CONSEQUENSES:

A Certificate of Non-Compliance may impact the Owner's ability to sell the property in the future, and will prevent ARB approval of future requests for Alterations. The ARB shall also take other actions as provided in Article 13.5 of the *Covenants*.