

The Arbor At Lake James
Conditions, Covenants And Restrictions
General Use Restrictions*

1. The lots shall be used for residential purposes only and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot.
2. Residences must have an enclosed minimum heated living area of not less than 1700 sq. feet on one level, 1900 sq. feet on a one-and-a-half story dwelling, and 2100 sq. feet on a two story dwelling.
3. Before any clearing, grading, construction, or landscaping of any type begins on a lot, advance written approval of the Architectural Review Committee (hereinafter the "ARC") is required.
4. All improvements to the lot must comply with McDowell County and other regulatory agencies, if any, setback requirements, and must comply with ARC rules, requirements and structure guidelines.
5. Lots which on this date (October 15, 2009) which have already been combined by deed and for which the owners can provide proof that they are currently on the McDowell tax roll as one lot shall be grandfathered and only be required to pay annual POA dues as if one lot. However, those not on record as such on the day of this decision, shall henceforth be required to pay one assessment for each lot and the combining of lots shall not result in a reduced obligation to pay POA dues or special assessments.
6. All connections of private driveways to Arbor roadways shall be in compliance with NC Department of Transportation guidelines and in compliance with requirements as set forth by the ARC which is as follows. Within 90 days of completion (certificate of occupancy) of the construction of a residence; or, within 90 days of cutting in a driveway, the driveway apron must be paved a minimum of 20 feet from the edge of the existing roadway into the lot.
7. No signs, fencing or parking permitted within the right-of-way.
8. No structure, fence, wall, pool, driveway or other accessory feature shall be commenced, erected, placed, maintained or altered on any lot(s) with the Arbor without advance, written approval of the ARC. The committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the ARC shall deem sufficient.
9. Construction of new residential building only shall be permitted.

10. Any dwelling constructed on a lot must be completed within (1) year subsequent to the commencement of construction. Exceptions may be made for interruptions or delays due to physical damage of work in progress (such as damage by fire, lightning, hail). If, after the one year period for construction has passed and the house is not completed, the Home Owner's Association may take action. The normal period of completion for outbuilding is presumed to be (4) four months from the issue date of the building permit.

11. All homes in the Arbor will be supplied with water for normal domestic use.

12. Exposed exterior walls composed of concrete block, concrete, imitation asphalt stone siding, and tar paper are prohibited in the Arbor. Other restrictions, as determined by the ARC are also applicable.

13. No truck, trailer, van, mobile home, motor home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots shall at any time be used as a residence, temporary or permanently. The ARC shall have the right to approve and disapprove these temporary construction shelters or vehicles. A letter stating the time such shelter will be allowed to remain upon such lot and location upon the lot will be issued by the ARC.

14. No noxious or offensive trade may be carried on or upon any lot, nor shall there be annoyances or nuisances to the neighborhood. Cats and dogs are the only pets which may be kept, except on those lots designated as appropriate for horses, where additional requirements must be met. Bottled gas containers and oil tanks must be screened from public view. There shall be no above-ground swimming pools unless specifically approved by the ARC.

15. No part or portion of any lot shall be used or maintained for dumping of refuse or rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers screened from public view.

16. In addition to the easements shown on the recorded plat of The Arbor Subdivision, easements of ten (10) feet in width along the lot lines of all lots are reserved for installation, repair, replacement and maintenance of all utilities. An easement of twenty (20) feet is reserved for such purpose along the rear lines of all the lots that do not adjoin other lots or properties within the Arbor Subdivision.

17. No outside clothesline shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved by the ARC.

18. The selection of mailbox design, color, and choice of material may be designated by the ARC.

19. No junk automobiles, junk of any sort, unserviceable vehicles, or salvage may be stored or placed or allowed to remain on or in any portion of this subdivision. Unless approved by the ARC, no large boat and/or trailer over 28 feet in length, travel trailer, motor home, tractor trailer truck, or any other such vehicle, shall be kept or maintained or located upon any lot.

20. No billboards or signs shall be displayed upon a lot.

21. Except within the building site or within 20 feet of the main dwelling, no tree, in excess of six (6) inches in diameter at ground level, may be removed without prior approval of the ARC.

22. Access to a community pier or dry boat storage will be provided by the developer.

23. Enforcement of the Restrictions may be at law or in equity against any person violating a condition, covenant or restriction of the Arbor. Costs of any legal action, including attorney fees shall be assessed to the violator.

This is a summary, intended to give the land owner an overview, and in no way intended to be a complete recitation of all the Conditions, Covenants and Restrictions, the Deed of Covenants, and the General Use Restrictions for the Arbor at Lake James, all phases, as properly filed in the McDowell County, North Carolina Register of Deeds. It is the sole responsibility of the land owner to comply with the legal Restrictions.

In addition to the foregoing, the Architectural Review Committee (ARC) recommends that pursuant to Article V of the Conditions, Covenants, and Restrictions the following additional restrictions be considered.

1. Construction upon any lot or lots within The Arbor must be performed by a General Contractor licensed in North Carolina, unless prior approval is granted by the ARC.
2. Within 90 days of certificate of occupancy of any dwelling constructed within the Arbor, the driveway apron, that is, the area appurtenant to the Arbor roadways, must be paved at least 20 feet from the connection to the Arbor Roadway.
3. One mailbox design and color may be approved at a future date.
4. Aluminum, vinyl and masonite siding is prohibited. High quality vinyl may be approved for use in eaves and soffits of structures, subject to approval of color.
5. In keeping with the mission statement and in an effort to provide for structures which blend well in the natural setting of the Arbor, no pastel or bright colors may be used for any exterior surface; only natural and subdued colors which blend with the environment will be approved. Roofing materials (all structures including docks) are limited to those which are subdued with no bright or pastel colors.