

**BYLAWS
OF
THE HIGHLANDS OF LAKE LURE POA, INC.**

Article 1

General

Section 1. Name. The name of the corporation is The Highlands of Lake Lure POA, Inc. (hereinafter referred to as the "Association").

Section 2. Membership. As provided in the North Carolina Planned Community Act (N.C. Gen. Stat. 47F-1-101 et seq.) [hereinafter referred to as the "Planned Community Act"], an Owner of a Lot shall become a Member of the Association upon taking title to the Lot and shall remain a Member for the entire period of ownership. If title to a Lot is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to each Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 3. Voting. Each Lot shall be entitled to one (1) vote which may be cast in accordance with the terms herein. A vote may be cast by the Owner, or by a lawful proxy, as provided below, and shall be allocated as provided in the Declaration of Terms, Conditions, Restrictions, and Protective Covenants for The Highlands of Lake Lure (hereinafter "Declaration"). When more than one person owns a Lot, the vote for such Lot shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. The Board may prohibit any owner from voting, either in person or by proxy, or from being elected to the Board of Directors if such owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 4. Majority. As used in these Bylaws, for any vote of the membership held in accordance with or pursuant to the Declaration, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, owners, or other groups. Unless otherwise specifically stated, the words "majority vote" shall mean more than fifty percent (50%) of the eligible votes of the Association represented at a meeting in person or by proxy. Unless otherwise provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 5. Purpose. The Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the Planned Community, enforcing the Declaration and these Bylaws, and performing all of the other acts that may be required to be performed by the Association by the Planned Community Act and the Declaration. The Association shall also amend and supplement the system of administration, the Declaration and these Bylaws as may be required

from time to time and perform all other things or acts required or permitted to the Association under the Planned Community Act. Except as to those matters which either the Planned Community Act, the Declaration, these Bylaws or the North Carolina Nonprofit Corporation Act specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as is more particularly set forth below.

Article 2

Definitions

Terms as used in these Bylaws shall have the meanings as set forth in Article I of the Declaration unless specifically provided otherwise or the context otherwise requires.

Article 3

Meeting of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held at a time and place designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, and shall be called upon the request of a majority of the Board of Directors, or upon the written request of Lot owners having ten percent (10%) of the votes in the Association.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Lot Owners a notice of each annual or special meeting of the Association at least ten (10) days and not more than fifty (50) days prior to each annual or special meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer. In the case of a Special Meeting, the notice of the meeting shall state specifically the purpose or purposes for which the meeting was called. Notices shall be delivered personally or mailed to each Owner of record at his Lot; if any Owner wishes notice to be given at an address other than his Lot, the Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof, unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat, unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. The presence of Owners entitled to cast one quarter (25%) of the eligible votes of the Association, in person or by proxy, shall constitute a quorum, unless some other

quorum is required for a specific reason.

Section 6. Adjournment. Any meeting of the Owners may be adjourned from time to time by the President or Chairperson or by a vote of the Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 7. Proxy. Any Member entitled to vote may do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Association before a meeting or, if at the meeting, to the person presiding.

Section 8. Vote by Written Ballot. In accordance with Section 55A-7-08 of the North Carolina Nonprofit Corporation Act, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers by mail or otherwise a written ballot to every member entitled to vote on the matter.

Section 9. Conduct and Business. Robert's Rules of Order (latest edition) shall govern the conduct of the meeting, when not in conflict with the Declaration, Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting.

Article 4

Board of Directors

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed at least three (3) but not more than five (5) directors. Each director shall be an Owner, or the spouse of an Owner of at least one Lot; provided, however, a husband and wife may not serve on the Board at the same time.

Section 2. Election and Term of Office. Directors shall be elected by vote of those persons present, in person or by proxy, at the annual meeting, a quorum being present or special meeting if applicable. Those persons receiving the most votes shall be elected to the number of positions to be filled. The term of office for directors shall be for two (2) years, commencing from the date of election and continuing until the election of successors. The Board at its option may decide to stagger the terms of directors.

Section 3. Nomination. Nominations for election to the Board of Directors may be made by a Nominating Committee consisting of a Chairperson, who shall be a member of the Board, and at least two (2) members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of the annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine; however, in no event shall the nominations be less than the number of vacancies. Nominations may also be made from the floor of the annual meeting.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called at which a quorum is present, any one or more of the members of the Board of Directors may be removed, with or without cause, by at least a majority of all persons present and entitled to vote at such meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any member of the Board of Directors who has been absent without an excuse from three (3) consecutive Board meetings may be removed from the Board by the vote of a majority of the Board members present at a Board meeting, a quorum being had.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

Section 6. Compensation. No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each Director, upon approval of the Board, shall be reimbursed for reasonable out-of-pocket expense incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Association from compensating a Director for unusual and extraordinary services rendered to the extent authorized by the Members of the Association at any meeting called for that purpose; further provided, each Director, by assuming office, waive his right to institute suit against or make claim upon the Regime for compensation.

Section 7. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such time and place as may be determined by the directors.

Section 8. Regular Meetings. Meetings of the Board of Directors shall be held regularly at such time and place as shall be determined from time to time by the Board. There shall be a minimum of six (6) meetings of the Board of Directors per year. Meetings of the Board may be held via conference call as long as all directors attending can hear each other.

Section 9. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given by mail, in person or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the

Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Planned Community Act, the Declaration, the Articles of Incorporation, these Bylaws, or any ruling made by the person presiding over the meeting. A majority of directors shall constitute a quorum for the transaction of business. A decision of the Board of Directors shall be by a majority of those directors present at the duly called meeting. The President may vote.

Section 12. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board of Directors. Any action taken without a meeting, must be unanimously agreed upon by the Board and written consent to the action by all Directors must be filed with the minutes of the Board of Directors.

Section 13. Tie Votes. In the event of a tie vote by the Board of Directors, the President may, in addition to his vote as a Board member, exercise a supplemental vote to break the tie vote.

Section 14. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Planned Community and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Association Members. The Board shall have the power to adopt, modify, and repeal such reasonable rules and regulations as it deems necessary and appropriate for the governance of the Planned Community or the administration of the affairs of the Association and to impose sanctions for violations thereof, including, without limitation, monetary fines. Such powers and duties shall include but not be limited to:

- (a) Adopt and amend Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for common expenses for Lot Owners;
- (d) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (e) Institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Planned Community;
- (f) Make contracts, open bank accounts, and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement, and modification of common elements;
- (h) Cause additional improvements to be made as a part of the common elements within the limits of expenditures permitted by the Declaration and/or Bylaws;

- (i) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to Section 47F-3-112 of the Planned Community Act;
- (j) Grant easements, leases, licenses, and concessions through or over the common elements;
- (k) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to Lot Owners;
- (l) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed One Hundred Dollars (\$100.00) per violation (on a daily basis for continuing violations) of the Declaration, Bylaws, and Rules and Regulations of the Association pursuant to Section 47F-3-107.1 of the Planned Community Act;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;
- (n) Provide for the indemnification of and maintain liability insurance for its officers, directors, employees and agents;
- (o) Borrow money and assign its right to future income, including the right to receive common expense assessments subject to approval of the purpose of the borrowing by a majority of the vote of the members of the Association;
- (p) Prepare, execute, certify and record amendments to the Declaration and Bylaws on behalf of the Association;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this State by nonprofit corporations; and
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 15. Management Agent. The Board of Directors may employ for the Planned Community a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Any management contract shall contain a termination clause permitting termination without cause and without penalty, upon no more than thirty (30) days written notice.

Section 16. Architectural Standards. The Board may establish an Architectural Review Committee for the purpose of establishing and maintaining architectural standards on Planned

Community property, as hereinafter provided.

Section 17. Additional Committees. The Board may establish such other committees as it deems desirable.

Section 18. Committee Chairpersons and Members. The Board shall elect the chairperson and approve the members of each committee established.

Article 5

Officers

Section 1. Designation. The officers of the Association shall consist of a President, a Secretary, a Treasurer, and such Vice-Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as the Board may from time to time elect. Except for the President and Vice-President, no officer need be a member of the Board.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the North Carolina Nonprofit Corporation Act.

Section 5. Vice Presidents. The Vice Presidents, if any, in the order of their election, unless otherwise determined by the Board shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with North Carolina law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. Furthermore, the Treasurer shall cause an annual audit or review of the Regimes's books as directed by the Board or the Association pursuant to Article IX, Section 6 of these Bylaws.

Section 8. Amendments to Declaration and Bylaws. The Board of Directors shall prepare and the President shall execute, certify, and record amendments to the Declaration and Bylaws on behalf of the Association. The Secretary shall attest to such execution and certification.

Article 6

Indemnification of Officers and Directors

The Association shall indemnify every officer and director against any and all expenses, including legal fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Article 7

Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Lot Owner, at the address which the Lot Owner has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address of the Lot of such Owner; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in accordance with subsection (a) hereof.

Section 2. Severability. The invalidity of any part of the Declaration or these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration or these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience

and for reference and in no way define, limit, or describe the scope of the Declaration or these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in the Declaration or these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Fiscal Year. The fiscal year shall be the calendar year unless changed by resolution of the Board of Directors.

Section 6. Audit. A review of the accounts of the Association shall be made annually in the manner directed by the Board and the results shall be communicated to each of the members. However, after having received the Board's review at the annual meeting, the Owners may, by a majority of the total Association vote, require that the accounts of the Association be audited as a common expense by an independent accountant or certified public accountant.

Section 7. Conflicts. In the event of conflicts between the North Carolina Planned Community Act, the Declaration, these Bylaws, and Board Resolutions, the Planned Community Act, the Declaration, the Bylaws and Board Resolutions shall control, in that order.

Section 8. Amendment. These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding a majority of the total votes entitled to be cast on the amendment. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment.

Section 9. Adoption of Certain Articles from the Recorded Suggested Bylaws. Suggested Bylaws for the Association are recorded as Exhibit "B" to the Declaration at Deed Book 0855 Pages 0776-0792 in Rutherford County, NC Registry of Deeds. While those Bylaws have not been adopted by the Association, the Association does desire to adopt and to be governed by certain articles of those suggested bylaws. The Association therefore does hereby adopt **Article IX, Assessments and Article X, Compliance, Enforcement, Fines and Penalties Other Than Assessment Liens** and incorporates by this reference Article IX and Article X as if fully set forth herein; and the Association agrees to be governed by Article IX and Article X.

8.2. Fiscal Year. The Fiscal Year of the Association shall run the 1st of August through July 31st of the following calendar year provided that the Board, from time to time, by resolution, may change the Fiscal Year to some other designated period.

ARTICLE IX

Assessments

9.1. General Assessments and Additional Limited Assessments.

(a) Obligation of Members to Pay Assessments: Amount of Levy. Each Lot Owner (not including Declarant) shall be personally and severally liable for an assessment equaling the total amount of the Association's Common Expenses as determined in the Board's discretion divided by the total number of Lots owned by parties other than Declarant at the time of the annual assessment. The levy of an annual assessment noted above does not include any special assessment which may be levied against a Lot Owner (not including Declarant) in accordance with Section 9.7 below.

(b) Obligation of some Members to Pay Additional Limited Assessment. Some Lot Owners (not including Declarant) as may be designated by Declarant shall, in addition to the assessment provided for in paragraph 9.1(a) above, pay an additional limited assessment (herein "Limited Assessment") for such items and expenses which are unique and limited to that particular group or phase of Lots as designated by Declarant. Each such designated Lot Owner shall be personally and severally liable for such additional Limited Assessment (in addition to the general assessment set forth above) equaling the total amount of the Limited Common Expenses and such other expenses as may be shared by and unique to a designated particular group or phase of Lots as determined in the Board's sole discretion by dividing the total number of designated Lots owned by parties (other than Declarant) at the time of the additional Limited Assessment. The levy of such Limited Assessment noted above does not include any special assessment which may be levied against a Lot Owner (not including Declarant) in accordance with Section 9.7 below.

9.2. Allocation of Common Surplus. Any common surplus, including funds in reserve accounts, may be allocated to each Lot in accordance with its percentage of the share of assessments, and, if allocated, shall be owned by the Lot Owner, and, if allocated, may be paid to the Lot Owner or credited against that Lot's share of Common Expenses subsequently assessed. Notwithstanding the above, the Board shall retain the authority to apply said surpluses to any current Fiscal Year expenditures in order to satisfy the exempt function income qualification for nonprofit corporations the Internal Revenue Code.

9.3. Preparation of Budget and Levying of Assessment. Except as hereinafter provided, for each Calendar Year, beginning with the Calendar Year commencing January 1, 2005, the Board shall prepare and adopt a budget, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. After preparation and adoption of each such budget, the Board shall provide each member with a copy, and shall give each member notice of the assessment made against that member's Lot based upon such budget and may also state the interest to be charged on delinquent payments thereof (other than as provided in these Bylaws). The assessment shall be deemed levied upon the giving of such notice.

9.4. Assessment A Lien. Every assessment shall constitute a lien upon each Lot in accordance with the provisions of N.C.G.S. 47F-3-116, prior to all other liens except only (i) real estate taxes and other governmental assessments or charges against that Lot and (ii) liens and encumbrances recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court of Rutherford County, N.C.

9.5. Payment of Assessments. Assessments shall be payable when notice thereof is given but shall not be delinquent if paid at the times and in the amounts specified by the Board in the notice of assessment. Payments shall be made to the Association, or as the Board may from time to time otherwise direct. Unless the notice states contrary, annual assessments are typically due and payable in monthly installments at the first of every month.

9.6. Notice to First Mortgagees. Although the lien of assessments may be superior to the lien of a First Mortgagee, any enforcement of said assessment lien by the Association's filing of a collection or foreclosure action with the courts shall require the giving of notice to the applicable First Mortgagee, if any. All owners of Lots acknowledge that such notice shall not constitute a violation of any state or federal unfair debt collection laws. Failure to give the notice provided for herein shall not be a defense for the defaulting member in the enforcement action filed by the Association.

9.7. Special Assessments. In addition to the assessments levied pursuant to Section 9.3, the Board, in its sole discretion during the Declarant Control Period, may levy special assessments at such other and additional times as in its judgment are required for:

- (a) Alterations, restoration and reconstruction of Community Property and its facilities.
- (b) Improvements, acquisitions and additions to the Community Property.
- (c) Payment of costs and expenses incurred in curing defaults pursuant to Sections 10.1 and 10.3 hereof. Special assessments made pursuant to this Section shall be a Common Expense, shall be deemed levied upon notice thereof being given to the members subject to such special assessment, and shall be payable as determined by the Board and as set out in such notice. After the Declarant Control Period, the Board may levy special assessments only with the consent of 67% of the members voting.

9.8. Failure to Prepare Budget and Levy Annual Assessment. Deficiencies in Procedure. The failure of the Board or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 9.3, each member shall continue to pay the assessment then previously levied pursuant to Section 9.3 in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of members to pay such assessment.

9.9. Assessment Roll. Certificate. All assessments shall be set forth upon a roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by members and Security Holders, and their duly authorized representatives. Such roll shall include, for each Lot, the name and address of the member or members, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Lot Owner, or his authorized agent, a recordable certificate setting forth the amount of unpaid assessments currently levied against his Lot. The certificate shall be furnished within fourteen (14) business days after receipt of the request and shall be binding upon the Association and all Lot Owners. For such certificate a reasonable fee may be charged by the Board. All Lot Owners acknowledge that such notice provided in an assessment roll or certificate shall not constitute a violation of any state or federal unfair debt collection laws.

9.10. Default and Enforcement. If any assessment, or installment thereof, remains delinquent for thirty (30) days, then that assessment, and all other assessments then a lien against that Lot, may be declared by the

Board to be immediately due and payable in full, with interest, without further notice, and such lien may be enforced in accordance with Article 2, Chapter 44A of the North Carolina General Statutes, with Chapter 47A for liens on unpaid common expenses or such other relief allowed by law. All fees, late charges, attorneys' fees, fines or interest levied or collected by the Association in connection with any unpaid assessments shall have the same priority as the assessment to which they relate.

The Association also shall be entitled to suspend the right of a defaulting Lot Owner to use the Community Property (except roads) and its facilities until the delinquency is cured.

The remedies noted herein for default on assessments shall include, without limitation, any and all remedies set forth in the Restrictions. The failure of the Association to enforce any assessment delinquency shall not constitute a waiver or abrogation of the right of the Association or its agents to enforce such delinquency in the future, irrespective of the number of breaches thereof that may have occurred by the member regarding assessments.

9.11. Interest on Delinquent Assessments. Assessments, or installments thereof, paid before they become delinquent, shall not bear interest, but all sums delinquent more than thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or as set forth in the notice levying the assessment (but not exceeding the rate of interest allowed by law) from the date of the delinquency until paid. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent. All such interest shall have the same priority as the assessment on which such interest accrues.

9.12. Common Expenses. Common Expenses shall mean and include all sums declared Common Expenses by any specific provision of these Bylaws or the Restrictions, and shall include, without limitation, the following: real estate taxes, and other governmental assessments or charges against the Common Elements; costs associated with the maintenance, repair and improvement of the Common Elements; premiums for any and all insurance maintained by the Association, including any deductible or coinsurance amount not covered by insurance; legal and accounting fees, costs, and expenses incurred in connection with any litigation or administrative proceeding pursuant to Section 5.13(g) hereof; deficits remaining from any prior assessment period; the cost, including fees and interest, incurred in connection with any borrowing done by the Association; the cost of all fidelity bonds; costs imposed upon the Association or any part of the Common Element by, or incurred by the Association as a result of the performance, enforcement or amendment of, any agreement or easement to which the Association is a party or to which the Common Element, or any part of either thereof, is or may be subject including, but not limited to amounts determined necessary for reserve funds; and indemnity payments made by the Association pursuant to Article VII hereof.

9.13. Limited Common Expenses. Limited Common Expenses shall mean and include all sums declared to be Limited Common Expenses by any specific provisions of these Bylaws or the Restrictions, and shall include, without limitation, all costs expended for the care, maintenance and upkeep of Limited Common Elements. Certain Lots within the Subdivision may be designated by Declarant as benefiting from the Limited Common Elements more so than other Lots within the Subdivision. Such Lots so designated shall pay such Limited Common Expense assessments as may be required to maintain the Limited Common Elements.

ARTICLE X

Compliance, Enforcement, Fines and Penalties, Other Than Assessment Liens

10.1. Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Restrictions, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Lot Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Lot Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Restrictions, these Bylaws, the Articles or such rules and regulations as hereinafter promulgated, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Lot, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Lot owned by such defaulting member. The Association also shall be entitled to suspend the right of a defaulting Lot Owner to use the Common Community Areas (except roads) and its facilities until the default is cured.

10.2. Notice of Default and Failure to Cure. In the event of any such default or failure, the Board shall serve upon or mail to the defaulting member, and to each First Mortgagee of that member's Lot when required under Section 9.6 of these Bylaws, a written notice specifying the nature of the default or failure, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default or failures specified, or serve upon or mail during the specified cure period a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each First Mortgagee which was entitled to notice of the default as above provided, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and Board has made its determination and served upon or mailed the same to the defaulting member and each such First Mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee which was entitled to notice of the default as above provided, a copy of its determination. A violating party shall have thirty (30) days to appeal a decision of the Board to a court of law and failure to file said appeal within thirty (30) days after receipt of the hearing determination or notice of default and cure if a hearing is not requested shall bar any challenges or any causes of action brought afterwards by said party. The Board's finding of default shall be conclusive in a case of a party's failure to appeal within the above prescribed time. If the defaulting member (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee which was entitled to notice of the default as above provided, a written notice of such member's failure to effect a cure, and the Board may then proceed to take such action as it deems necessary to obtain relief.

10.3. Remedy of Abatement in Addition to Other Remedies. In the event a member fails to effect the cure specified by the Board within the time period set out in Section 10.2. hereof, where the default is a structure, thing, or condition existing in or on the premises of the member's Lot, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Lot in which, on which, or as to which such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefor as provided in Section 10.1. hereof), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

10.4. Injunction. Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by Section 10.2 hereof, if such default or failure creates an emergency or a situation dangerous to persons or property.

10.5. Recovery of Attorneys' Fees and Costs. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at the higher of (i) 4% over the prime rate announced by the Wachovia Bank and Trust Company, N.A. at the time the costs are incurred and (ii) the highest rate allowed by law at the time the costs are incurred, from the dates such costs are incurred until paid.

10.6. Non-waiver of Covenants. The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Restrictions, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

10.7. Assessment Liens. Assessments liens shall be enforced pursuant to Article IX hereof and not pursuant to this Article X.

ARTICLE XI

Amendment

During the Declarant Control Period, the power to alter, amend, or repeal the Bylaws or adopt new Bylaws shall be vested in the Board with Declarant approval being necessary for any particular change. After the Declarant Control Period has expired, the amendment of Bylaws or adoption of new Bylaws can only occur at a regular meeting of the members and shall require an affirmative vote of sixty-seven percent (67%) of the members to such changes.

ARTICLE XII

General Provisions

12.1. Rules and Regulations.

(a) By the Board. The Board, including the first Board, may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation and use of the Community Property so as to promote the common use and enjoyment thereof

DIVID

HIGHLANDS
LAKE AREA

CLUBHOUSE
LOCATION

MAIN
ENTRANCE

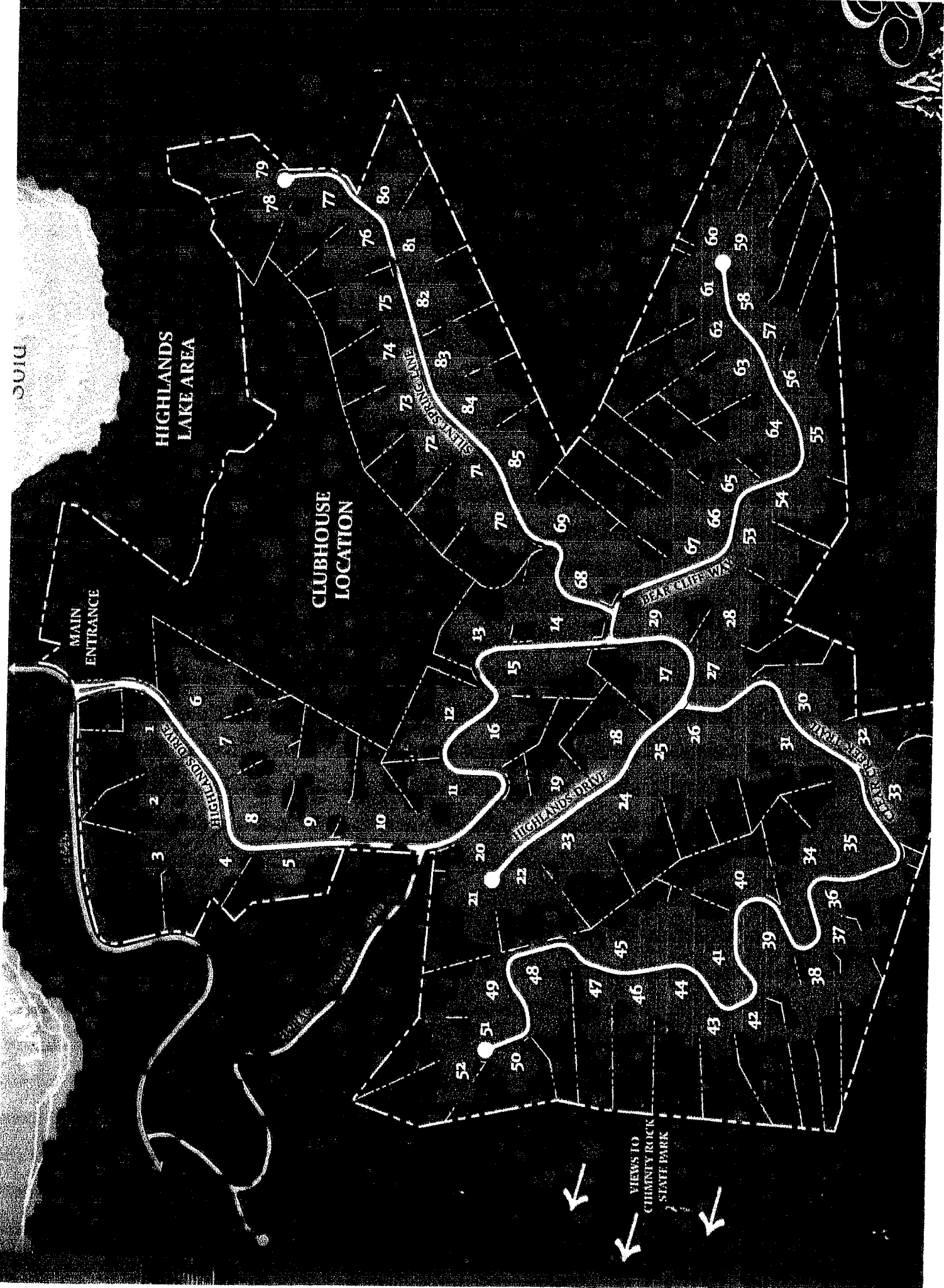
EMIG KUNENBROT

HIGHLANDS DRIVE

DEAN CHURCH

WINDY HILLS

VIEWS TO
CHIMNEY ROCK
SEATTLE PARK



INTRODUCTION

PURPOSE OF DESIGN AND DEVELOPMENT GUIDELINES

These Design and Development Guidelines are to serve as a minimum set of design principles and standards for The Highlands of Lake Lure. In order to achieve the high quality and desired character of The Highlands of Lake Lure, these guidelines are to be used by any builder or owner who purchases a lot in The Highlands of Lake Lure.

The responsible development of any land begins with the developer, but the level of quality and sensitivity to the land and surrounding elements and habitants must be carried through by each individual home owner, contractor, and designer for the residences that comprise the community.

As the developer of The Highlands of Lake Lure, we have taken great efforts to develop in a way that is in harmony with the existing features of the land, to be a good neighbor with the established Lake Lure residents and to work closely with all related municipalities. All of this has been done in order to establish a solid foundation for quality development that will lend itself to a desirable neighborhood for individuals and families for generations to come.

We have taken our knowledge of the property and the knowledge of our professional consultants to prepare this design manual to help guide you through the lot selection and home design process.

The Highlands of Lake Lure topography varies from virtually level to steep lots, from simple wooded views to lots with what we tout as the best views in Western North Carolina. All of our lots have been carefully planned with consideration to building sites and access to roads. With proper planning and following our guidelines, the lots at The Highlands of Lake Lure can be built upon with minimum disturbance to the natural landscape.

These Design and Development Guidelines are in addition to other recorded documents requiring compliance such as the Declaration of Covenants and Restrictions. Because the Design and Development Guidelines are subject to change, it is always advisable for you to have the latest copy with any updates or amendments.

We, the developer of The Highlands of Lake Lure, welcome you aboard and hope you will share our vision of a quality neighborhood that you will be proud to call your home.

OVERVIEW AND GUIDELINES

Authority

The Highlands of Lake Lure Architectural Review Committee (hereinafter referred to as the "Committee") will be established by the Declarant in accordance with the Declaration of Covenants of The Highlands of Lake Lure and as hereinafter stated. The covenants stipulate that "prior to commencement of construction of any improvements, all plans, including elevations, specifications and landscape plans, shall be submitted as an application to the Declarant, its agent or its successors or assigns, for approval as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Declarant reserves the right, in its sole and absolute discretion to either approve or not approve of any plans and specifications for any reason whatsoever. The Declarant shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an original amount of One Hundred Dollars and no cents (\$100.00). The Declarant reserves the right to modify, waive or increase such application fee. Construction shall thereafter be completed in strict conformity with such approved plans and specifications and the Declarant shall be entitled to stop any construction which is in violation of these restrictions. Improvements shall be constructed only by a builder which has been approved by the Declarant. The Declarant reserves the right to approve the builder and to from time to time compile a list of approved builders. A builder shall be approved or not approved in the Declarant's sole and absolute discretion. Either during or after the Control Period, the Declarant reserves the right to establish an Architectural Review Committee to succeed to the rights reserved herein to Declarant.

Purpose

The Committee's purpose is to assure the orderly development of an environmentally attuned, aesthetically pleasing and harmonious community of residences and thereby enhancing the value of each property owner's investment. This will be accomplished by reviewing all proposed projects for compliance with rules for design and construction as described herein.

Scope

Plans for any product of construction to be implemented within The Highlands of Lake Lure must be submitted to, and approved by, the Declarant and/or Committee as the case may be. Such products include all construction, modification, remodeling, and landscaping, including but not limited to:

- a. Buildings, walls, fences, garages, sheds, roads, driveways, walkways, parking areas, signs, patios, decks, external antennas, outdoor lights, fuel tanks, fixed sporting equipment, wells, statuary or any decorative structure;

- b. Grade modification including cutting, filling, regrading, or any drainage modification work;
- c. Altering the exterior of existing structures in any way including repainting/staining, re-roofing, replacing windows or doors, etc.
- d. Any construction upon or topographic modification of any The Highlands of Lake Lure Common Property must also be approved in writing by the Declarant.
- e. Alteration or removal of any vegetation/live trees.

Objectives

Architectural design and site reviews shall be directed toward achieving the following:

- a. Preventing excessive or unsightly grading, earth moving or clearing of property, removal of trees and vegetation which could cause disruption of drainage and natural water courses, or aesthetically scars existing natural environment.
- b. Ensuring that the actual siting and configuration of structures and landscaping is integrated with the terrain and vegetation of the lot and surrounding areas; does not unnecessarily block scenic views from existing or potential structures; or tends to dominate any structures or natural landscape features in the area;
- c. Ensuring that individual architectural design and construction of all buildings is harmonious in form and finish with the street neighborhood;
- d. Ensuring that landscaping plans provide for the following: Immediate "healing" of construction scars on the natural landscape, minimizes the elimination or replacement of indigenous plant material, provides for visually pleasing settings for the structure, and blends harmoniously with the natural landscape;
- e. Ensuring that any building design, sitting and landscaping complies with the applicable Covenants and Guidelines;
- f. Establishes compliance procedures that provide for inspections and sign-off approval of all construction and landscaping.

The actions of the Declarant or the Committee, as the case may be, shall in no way relieve the applicant from also complying with all other applicable town or county codes and/or requirements of any other official regulatory agency.

Review Procedure

The Architectural Review Committee

The Architectural Review Committee shall be appointed by the Declarant. It is the Declarant's discretion to seek the advice of the entire Committee, depending upon the clarity of the plans submitted for review. The review and follow-up compliance functions are managed day to day by the person appointed by the Declarant (hereinafter referred to as the manager) who meets with and provides information to applicants, owners, architects and builders, and convenes the Committee as work load requires.

Plans Approval Procedure

The plans approval process is the principal controlling aspect of orderly construction that produces aesthetically coherent development. The process begins with the owner's application for plans approval. The application should be accompanied by the review fee and plans appropriate to the level of approval requested. The Manager will then review the application, plans, material, samples and other supporting information to determine the level of review requested, visits the proposed site to determine if there are unusual circumstances and then schedules the plans for review at the next Committee meeting. Upon Committee approval, the Administrator will prepare an approval agreement letter to be signed by the owner, architect and builder.

Application

The application for plans review is to be completed and submitted to the Manager with the required fee together with complete plans (appropriate to level of review requested) for the project.

Review/Permit Fees

A non-returnable review fee must be submitted with the application. This fee is earned upon review and issuance of the Committee Approval-Agreement letter.

All applications will include project identification under one of the following categories:

- a. New-residence-\$300
- b. Addition (any physical alteration of the exterior envelope of the structure, including swimming pools-\$200
- c. Alteration (visible external effect but no envelope foundation change) \$100.

- d. Tree removal, exterior re-staining/painting, roof finish replacement or other minor external changes (special application forms are available at the Manager's office) No Fee.
- e. In addition to the above, for new construction there is a Construction Escrow deposit required from the Builder as hereinafter specified.

Changes

If any changes to the approved plans and specifications involving the exterior of the structures or the site are desired during construction, documentation of such changes must be submitted to the Manager for approval on the "Changes to Approved Design" form. Work on an exterior change is not allowed until the request is approved in writing. Interior changes must be reported, although approval is not required, unless it effects the approved heated square footage.

Appeals

When the Committee disapproves an application or a change request from approved plans, a letter covering the specific objections will be sent to the applicant. If the applicant wishes to appeal the decision, the applicant is to request in writing the reason for the appeal, and may request a meeting with the Committee to discuss.

ARCHITECT REGISTRATION AND DESIGN GUIDELINES

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Architects and designers including landscape architects and designers who wish to submit plans to the Committee must register with the Manager and receive a copy of this manual.

It is the Owner's responsibility that their designers and design satisfy all requirements of the local building inspections departments.

There is no intent to limit The Highlands of Lake Lure design to any particular architect or designer or group, or restrict design talent, or specify rigid design parameters, rather, the registration process is simply intended to insure that those who do plan to submit plans for Committee consideration are aware of the design philosophy for the project.

In addition to these specific design considerations, the Committee will pay close attention to setting and blending of the structure with the natural environment and compatibility with neighboring structures. The objective will be to achieve an integrated and harmonious appearance throughout the project. Any structure that abuses the natural setting and stands out from its neighbors will not be acceptable.

1. **Orientation Meeting** (optional, but recommended) The Orientation Meeting is an introductory meeting with a representative of The Highlands of Lake Lure. This meeting will cover the design guidelines, the design review process and general information about building a house at The Highlands of Lake Lure. The applicant's architect and builder, if selected, are encouraged to attend this meeting.
2. **Lot Selection**
3. **Conceptual Design Review** (optional, but recommended) The Conceptual Design Review is a preliminary review of the initial design concepts including, but not limited to proposed plans, elevations and images of design precedents. Form A (attached) and two (2) sets of the documents listed on Form A should be submitted to the Declarant or the Manager of a committee selected by the Declarant when completed. The Declarant and/or the Committee Manager reserves the right to request additional information in order to review the proposed improvements.

Upon reviewing the information received, the Declarant and/or the Committee Manager will provide written comments to the applicant on the general design direction of the house, issues to be aware of as they move forward in the design review process and potential opportunities to explore in their design. In order to get greatest value out of this design review step, the applicant is encouraged to include as much information as they have to describe the intended architectural character and overall design direction.

4. **Preliminary Design Review** (optional, but recommended) The Preliminary Design Review is the first detailed review of the proposed plans for the improvements. Form B (attached) and two (2) sets of the documents listed on Form B, should be submitted to the Declarant and/or the Committee Manager when completed. The Declarant and/or the Committee Manager reserves the right to request additional information in order to review the proposed plans.

Upon completion of this stage of the design review process, the design will be approved without exception, rejected or approved with conditions. If the design is approved without exception, the applicant may proceed to the Final Review. If the design is conditionally approved, the applicant may proceed to the Final Review provided design changes are made per the Declarant and/or Committee Manager's recommendations. If the applicant does not agree to make the required changes, the plans shall be considered rejected. If the plans are rejected, the applicant shall re-design and re-submit the plans to the Declarant and/or the Committee Manager for consideration for approval.

5. **Final Design Review and Landscape Design Review (required)**

The Final Design Review has been established to ensure that the applicant's designs for all improvements are in compliance with The Highlands of Lake Lure. In addition, this step in the review process is to verify the incorporation of recommendations made by the Declarant and/or the Committee Manager during the Preliminary Review. Form C and E (attached) and four (4) sets of the documents listed should be submitted to the Declarant and/or the Committee Manager when completed. The Declarant and/or the Committee Manager reserves the right to request additional information in order to review the proposed plans.

Upon completion of this state of the design review process, the design will be approved without exception, rejected or approved with conditions. If the design is approved, the applicant may proceed with Item 6, Stake-Out Review, and the construction of the home.

The Declarant's and/or the Committee Manager's approval, in writing, of the proposed alterations and/or improvements is required before work on the alterations and/or improvement may commence. If an alteration to an existing structure and/or improvements is major (including but not limited to porches visible from a public street or park and new wings or additions) the applicant shall follow the same design review process that has been established for a new house.

6. **Stakeout Review (Required)**

Once the house corners, clearing limits and any tree to be removed outside of the clearing limits have been staked and flagged, Form D (Request for Stakeout Review) shall be submitted to the Declarant and/or Committee Manager for a site inspection and approval.

7. **Final Inspection (Required)**

Once the exterior of the house and landscaping is complete, Form F, Request for Final Inspection, shall be submitted. If all items are in compliance, the Declarant and/or Committee Manager will approve the final inspection and release the construction Escrow deposit to the builder. If items are lacking or not in compliance, the construction escrow or a portion of it may be withheld per the terms outlined, hereinafter, regarding the Escrow deposit.

CHECKLISTS FOR DESIGN REVIEW REQUIREMENTS

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Conceptual Design Review Requirements

1. Form A

2. References, Sources, Prototypes

Collection of drawings, photographs, clippings, etc. that are being used for design inspiration.

3. Proposed Floor Plans (optional, but recommended)

Minimum Scale 1/8" = 1'-0"

4. Proposed Elevation(s) (optional, but recommended)

Minimum Scale 1/8" = 1'-0"

Showing:

openings, doors and windows;
principle materials identified and rendered.

5. Written Brief (optional, but recommended)

A brief statement outlining the site planning and design of the house.

Preliminary Design Review

1. Form B

2. Proposed Site Plan:

Minimum Scale 1/16" = 1'-0" or 1'-20"

Showing:

North arrow;

accurate lot lines including dimensions, angles and amount of curve;

all buildings, structures, fences, setbacks, sidewalks, easements and street right-of-ways contiguous to the lot;

All existing trees over four (4) inches in diameter;

Building footprint with overall dimensions and distances between proposed work and property lines;

roof overhangs shown as dashed lines;

driveways, walks, landscape areas, hardscape areas, pools.

3. Existing Grading Plan (if applicable)

Minimum Scale $1/16" = 1'-0"$ or $1' = 20"$

Showing:
existing contours.

4. Proposed Floor Plans

Minimum Scale $1/8" = 1'-0"$

Showing:
all rooms;
all windows and exterior doors with swings shown;
overhangs of floors and roofs shown as dashed lines.

5. Proposed Elevations

Minimum Scale $1/8" = 1'-0"$

Showing:
openings, doors and windows;
principle materials identified and rendered;
all finish floors dimensioned in relation to the finished exterior grade;
eave and roof ridge(s) dimensioned in relation to the finished exterior grade;
roof pitch(es).

6. Building Sections (optional, but recommended)

(Taken through major living areas)

Minimum Scale $1/8" = 1'-0"$

Showing:
rooms - labeled;
finished floor elevations in relation to exterior finished grade;
ceiling heights;
eave and roof ridge(s) dimensioned in relation to the finished exterior grade;
roof pitch(es).

7. Typical Wall Section (optional, but recommended)

Minimum Scale $3/4" = 1'-0"$

Showing:
floor and ceiling heights;
wall, floor and roof structure;
window head and sill heights;
eave dimensioned in relation to the finished exterior grade;
roof pitch(es);
material designations - labeled and dimensioned.

8. Model, Perspectives and Renderings: (optional, but recommended)

Scale model, perspectives or other three dimensional drawings showing the building and its site design.

Final Design Review

1. Form C

2. Proposed Site Plan:

Minimum Scale 1/16" = 1'-0" or 1' = 20"

Showing:

- North arrow;
- accurate lot lines including dimensions, angles and amount of curve;
- all buildings, structures, fences, setbacks, sidewalks, easements and street right-of-ways contiguous to the Lot;
- required build-to-lines per The Highlands of Lake Lure Requirements;
- all existing trees over four (4) inches in diameter;
- building footprint with overall dimensions and distances between proposed work and property lines;
- roof overhangs shown as dashed lines;
- driveways, walks, landscape areas, hardscape areas, pools;
- fences with dimensions, heights and materials;
- water, sewer, electrical and gas service;
- limits of construction activity (no construction, traffic or storage of material will be permitted beyond these limits);
- exterior light locations;
- location of all external equipment, including, but not limited to, electric meter, air conditioning condenser, pool equipment, etc.;
- location of waste and recycling bins.

3. Existing Grading Plan (if applicable)

Minimum Scale 1/16" = 1'-0" or 1' = 20"

Showing:

- existing contours.

4. Proposed Floor Plans

Minimum Scale 1/4" = 1'-0"

Showing:

- all rooms;
- all windows and exterior doors with swings shown;
- overhangs of floors and roofs shown as dashed lines.

5. Proposed Elevations

Minimum Scale 1/4" = 1'-0"

Showing:

openings, doors and windows;
principle materials identified and rendered;
all finish floors dimensioned in relation to the finished exterior grade;
eave and roof ridge(s) dimensioned in relation to the finished exterior grade;
roof pitch(es).

6. Building Section(s)

(Taken through major living areas)

Minimum Scale 1/4" = 1'-0"

Showing:

rooms - labeled;
finished floor elevations in relation to exterior finished grade;
ceiling heights;
eave and roof ridge(s) dimensioned in relation to the finished exterior grade;
roof pitch(es).

7. Typical Wall Section(s)

Minimum Scale 3/4" = 1'-0"

Showing:

floor and ceiling heights;
wall, floor and roof structure;
window head and sill heights;
eave dimensioned in relation to the finished exterior grade;
roof pitch(es);
material designations - labeled and dimensioned.

8. Typical Porch Section(s)

Minimum Scale 3/4" = 1'-0"

Fully dimensioned and noted.

9. Exterior Details

Minimum Scale 1 1/2" = 1'-0"

Fully dimensioned and noted showing:

eave and cornice details
chimney details;
column details;
porch and railing details;
window-head, jamb and sill details;
door and door frame details;

exterior siding details (corner boards, foundation, jointing, brick bonds, etc.;
material designations - labeled and dimensioned.

10. Fences and Garden Walls

Minimum Scale $3/4" = 1'-0"$
Fully dimensioned and noted.

11. Conceptual Landscape Plan

Minimum Scale $1/8" = 1'-0"$
Showing:

Location, species and planting size of landscape materials.

12. Product and Material samples (only one copy required)

Photographs or cut sheets from manufacturers' catalogs of proposed windows, doors, lighting fixtures, etc. Materials listing and color samples for all exterior elements. If any of the materials or colors differ from what is shown on the approved exterior materials list, samples must be provided to the Declarant and/or Committee Manager.

Landscape Review

1. Form E

2. Landscape Plan

Minimum Scale $1/8" = 1'-0"$
Showing:

location species and planting size of landscape materials;
driveways, walks, landscape areas, hardscape areas and pools with dimensions and materials indicated;
fences with dimensions, heights and materials;
location and coverage of irrigation system;
exterior light locations;
location of all external equipment, including, but not limited to, electrical meter, air conditioning condenser, pool equipment, etc.;
location of waste and recycling bins.

Conceptual Design Review Application

Form A

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Date: _____ **File Number:** _____

Street Address: _____ **Lot Number:** _____

Applicant: _____

Address: _____

Phone: Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: Fax: _____

E-Mail: _____

Designer: _____

Address: _____

Phone: Fax: _____

E-Mail: _____

Sales Agent: _____

SUBMITTAL REQUIREMENTS

Please check the following items that are included with this application for design review. (Refer to The Highlands of Lake Lure Design Review Procedures manual for the information required with each item or drawing.)

_____ Proposed Floor Plan (optional)

Minimum Scale: 1/8" = 1'-0"

_____ Proposed Elevations (optional)

Minimum Scale: 1/8" = 1'-0"

_____ Written Brief (optional, but recommended)

Preliminary Design Review Application

Form B
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Date: _____ File Number: _____

Street Address: _____ Lot Number: _____

Applicant: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Designer: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Sales Agent: _____

SUBMITTING REQUIREMENTS

Please check the following items that are included with this application for design review. All drawings should be legibly drawn to the scale indicated and properly noted. (Refer to The Highlands of Lake Lure Design Review Procedures for the information required with each item or drawing.)

_____ Proposed Site Plan
Minimum Scale: 1/16" = 1'-0" or 1" = 20'

_____ Existing Grading Plan (if applicable)
Minimum Scale: 1/16" = 1'-0" or 1" = 20'

_____ Proposed Floor Plans
Minimum Scale: 1/8" = 1'-0"

_____ Proposed Elevations
Minimum Scale: 1/8" = 1'-0"

_____ Building Sections (optional, but recommended)
Minimum Scale: 1/8" = 1'-0"

_____ Typical Wall Section (optional, but recommended)
Minimum Scale: 3/4" = 1'-0"

_____ Models, Perspectives, and Renderings (optional, but highly recommended)

Final Design Review Application

Form C

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Date: _____ **File Number:** _____

Street Address: _____ **Lot Number:** _____

Applicant: _____

Address: _____

Phone: Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: _____ **Fax:** _____

E-Mail: _____

Designer: _____

Address: _____

Phone: _____ **Fax:** _____

E-Mail: _____

Sales Agent: _____

SUBMITTING REQUIREMENTS

Please check the following items that are included with this application for design review. All drawings should be legibly drawn to the scale indicated and properly noted. (Refer to The Highlands of Lake Lure Design Review Procedures for the information required with each item or drawing.)

- _____ Proposed Site Plan
 Minimum Scale: 1/16" = 1'-0" or 1" = 20'
- _____ Existing Grading Plan (if applicable)
 Minimum Scale: 1/16" = 1'-0" or 1" = 20'
- _____ Proposed Floor Plans
 Minimum Scale: 1/8" = 1'-0"
- _____ Proposed Elevations
 Minimum Scale: 1/8" = 1'-0"
- _____ Building Sections (optional, but recommended)
 Minimum Scale: 1/8" = 1'-0"
- _____ Typical Wall Section (optional, but recommended)
 Minimum Scale: 3/4" = 1'-0"
- _____ Typical Porch Sections
 Minimum Scale: 3/4" = 1'-0"
- _____ Exterior Details:
 Minimum Scale 1 1/2" = 1'-0"
- _____ Fences and Garden Walls - Elevations and Details
 Minimum Scale 3/4" = 1'-0"
- _____ Conceptual Landscape Plan
 Minimum Scale 1/8" = 1'-0"
- _____ Products and Materials List

PRODUCT AND MATERIAL SAMPLES

Identify all materials and colors for the elements listed below. If any of the material or colors differ from what is shown on the approved exterior materials and colors list, samples must be provided.

Exterior Element	Color/Finish	Manufacturer/Description
Balcony/Porch/Loggia Ceilings	_____	_____
Balcony/Porch/Loggia Floorings	_____	_____
Brick	_____	_____
Chimney/Foundation	_____	_____
Door-Entry	_____	_____
Door-Other	_____	_____
Gutters	_____	_____
Lighting	_____	_____
Roofing	_____	_____
Shutters	_____	_____
Siding	_____	_____
Stucco	_____	_____
Trim - Exterior	_____	_____
Windows	_____	_____

Request For Stakeout Review

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Date: _____ File Number: _____

Street Address: _____ Lot Number: _____

Applicant: _____

Estimated Date of Construction Start: _____

Estimated Date of Landscape Installation : _____

Estimated Date of Construction Completion: _____

Applicant: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Requested date(s) for Stakeout Review: _____

(This form must be submitted to the Declarant and/or the Committee Manager at least 7 days prior to the review.)

The home buyers will attend the Stakeout Review: Yes _____ No _____

FOR USE BY THE COMMITTEE

Date Letter of Receipt/Confirmation of Stakeout Review Sent to Applicant: _____

Date of Stakeout Review: _____ Time of Stakeout Review: _____

Committee Representative Attending: _____

Landscape Design Review Application

Date: _____ File Number: _____

Street Address: _____ Lot Number: _____

Estimated Date of Landscape Installation: _____

Estimated Date of Construction Completion: _____

Applicant: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: Fax: _____

E-Mail: _____

Landscape: _____

Architect: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Sales Agent: _____

SUBMITTING REQUIREMENTS

Please check the following items that are included with this application for design review. All drawings should be legibly drawn to the scale indicated and properly noted. (Refer to The Highlands of Lake Lure Design Review Procedures for the information required with each item or drawing.)

_____ Landscape Plan

Minimum Scale: 1/8" = 1'-0"

Showing:

- location, species, spacing and planting size of landscape materials
- driveways, walks, landscape areas, hard-scape areas
- fences with dimensions, heights, materials
- location and coverage of irrigation system
- pool and pool enclosures
- AC equipment
- existing trees

Request for Final Inspection

Date: _____ File Number: _____

Street Address: _____ Lot Number: _____

Applicant: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Requested date(s) for Final Inspection: _____

(This form must be submitted to the Declarant and/or the Committee Manager at least 7 days prior to the review.)

The undersigned builder certifies that the house indicated above, has been constructed:

(Check one)

_____ In accordance with the Final Design drawings approved by the Declarant and/or the Committee Manager with no exterior modifications;

or

_____ In accordance with the Final Design drawings approved by the Declarant and/or the Committee Manager with the following modifications:

(Attach additional sheets if necessary)

Signature

Printed Name

Changes to Approved Design

Date: _____ File Number: _____

Street Address: _____ Lot Number: _____

Applicant: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Reason for Design Changes to Approved Design (attach appropriate drawings or the information to fully communicate intended Design Change).

Changes to Existing Structures

Date: _____ File Number: _____

Street Address: _____ Lot Number: _____

Applicant: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Builder: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

List Changes and Reasons for Change:

(attach drawings and/or photographs showing proposed change)

INTRODUCTION

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Purpose of Design and Development Guidelines

The Design and development Guidelines are to serve as a minimum set of design principles and standards for the community. They clearly outline, illustrate and define principles and standards for the community. They clearly outline, illustrate and define design objectives to achieve the high quality and desired character of The Highlands of Lake Lure. These guidelines are to be used by any builder or owner within The Highlands of Lake Lure.

These Design and Development Guidelines supplement other documents requiring compliance, such as the Declaration of Covenants, conditions and Restrictions. Because the Design and development Guidelines are subject to change, it is always advisable to ensure you have the latest copy with any updates or amendments.

DESIGN AND DEVELOPMENT GUIDELINES

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General Purpose and Intent of Guidelines

The Design and development Guidelines for The Highlands of Lake Lure provide a framework for coordinated development and integration of various site aspects to create a cohesive pleasant community.

General Lot Standards

The Highlands of Lake Lure is located in Rutherford County, Town of Lake Lure; it is subject to the various municipal subdivision regulations. The guidelines for building setbacks have been established to meet or exceed these requirements.

Front yard: 25' (from right-of-way)*

Side yard: 15'

Rear yard: 25'

*A variance on the front yard set back may be considered if access to the lot and location of an appropriate building site can be better obtained closer to the right of way than 25 feet. This variance must be requested in writing and must be approved by the zoning jurisdiction the lot is located in.

Dwelling

Size - The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, carports and unheated storage areas, decks and patios.

Any dwelling erected upon any lot shall contain not less than the following heated floor areas:

	Minimum Total Heated Area	Minimum Ground Floor Heated Area
1 story	2000 sq. ft.	2000 sq. ft.
2 story	2300 sq. ft.	1300 sq. ft.

Maximum Height - The maximum height for a house is two and one-half (2-1/2) stories above ground. Greater heights on rear and side elevations may be allowed for steep topography or similar reasons. On houses that have more than one side visible from roads, the appearance of all exposed sides will be reviewed carefully.

Driveways

Layout Requirements - An asphalt or concrete driveway from the street pavement to the garage is required. The driveway is to meet flush with the street pavement edge. Driveways are not to be in setback areas other than to traverse to the street. Driveway is to be a minimum of 10 feet wide. Houses may have a second driveway.

Use of Specialty Paving Materials - The use of granite pavers/sets, colored concrete, concrete pavers and brick pavers is allowed. The use of stamped concrete forms is allowed. Color, pattern and design should coordinate

with and complement the architecture. The use of specialty paving materials will require approval. When concrete or speciality paver are used, it is recommended that dark colors are used.

Alternative Driveway Designs - Alternative driveway designs such as motor courts, circular drives, etc., may be used to provide additional visual interest. Any driveway design shall not cover more than 25% of the front yard. The remaining 75% must be maintained for grass and landscaping.

The driveway cannot abut the main building foundation except as necessary to enter the garage.

Driveways may be formal – straight, symmetrical; in a more naturalized setting an informal layout may be appropriate. Where buildings are set back a considerable distance from the street the builder/owner is encouraged to incorporate a meandering driveway layout especially for the purpose of saving trees.

Driveways should be graded when possible with a 15 percent maximum grade. Any deviation must be pre-approved. Driveways should be laid out to minimize grade.

Walks - Surfacing and Layout

Walks built from the street or driveway to the front door or other entrances are the discretion of the owner/builder. Walks should be a minimum of five feet wide.

Walks may be surfaced in concrete with joints every three feet, brick pavers, concrete pavers, flagstone, or slate. Steps should incorporate the same material used in the walk. Gentle curves and radii should be used for walk layouts, avoiding angles or sharp curves.

Manholes, valve and water meter boxes and clean-outs shall not be located within the walkway.

Owners/builders are encouraged to incorporate elements such as walkway lighting and similar furnishings along with landscaping to provide an integrated design along the complete walk.

Garages

The placement of garages and driveways has a great effect on the overall street-scape aesthetics and on the architectural interest of each specific building. For that reason certain garage placements are encouraged.

Side loaded garages (attached or detached) are preferred where the topography is not restrictive. Where detached garages are front loaded and are accepted, they should be set back a minimum of 8 feet from the plane of the main building's front elevation.

A minimum of a two-car garage is required and must be attached or detached on the main level. A garage in the basement is permitted, but this is in addition to the primary garage.

A porte-cochère is allowed provided it does not extend past the front of the major building facade if positioned to the side, and is constructed of the same building materials as part of the house. A porte-cochère may be

positioned at the front of the house in addition to a garage. It should be carefully integrated into the building design.

Grading and Drainage

The Builder is responsible for conducting all grading and construction operations in a neat, orderly, timely way. Streets are to be left clean and free of dirt and debris. Any work previously done within rights-of-way, common areas, other lots, etc., which is damaged by the Builder shall be promptly repaired, such as cable cuts, street paving, right-of-way grading, drainage and landscaping.

Positive Drainage Requirements - The builder/owner is responsible for providing erosion control measures in compliance with Rutherford County Erosion Control Ordinance and/or State regulations.

1. During site work and house construction, Builder is responsible for maintaining the site. This includes:
 - Providing and maintaining rock ballast mud-mats for equipment/vehicle access to/from the roadway.
 - Maintaining erosion and sediment run-off controls.
 - Staging materials and operating/parking equipment so as not to block or damage the roadway and/or existing vegetation/trees.
 - Restoring any damage caused by the Builder, subcontractors, or vendors to roadways, shoulders, underground utilities and other facilities installed by others.

2. Lot Drainage:

Builder is responsible for providing proper site drainage both during construction and upon completion. If surface drainage will flow onto adjacent lots, adequate erosion controls are the Builder's responsibility.

When routing or creating drainage from the lot, Builder will provide any controls needed to avoid runoff and/or erosion problems. This includes appropriate connections to natural drainage or public drainage facilities.

A natural drainage way traversing a lot will be assumed by the Builder to continue to carry runoff water after construction of homes within the development. As such, the Builder is responsible for maintaining or re-routing any natural drainage ways traversing the lot in the process of grading the lot and siting the house. Additionally, the Builder will take into account the extent of upstream runoff possible when rerouting and/or maintaining the natural drainage course through the lot.

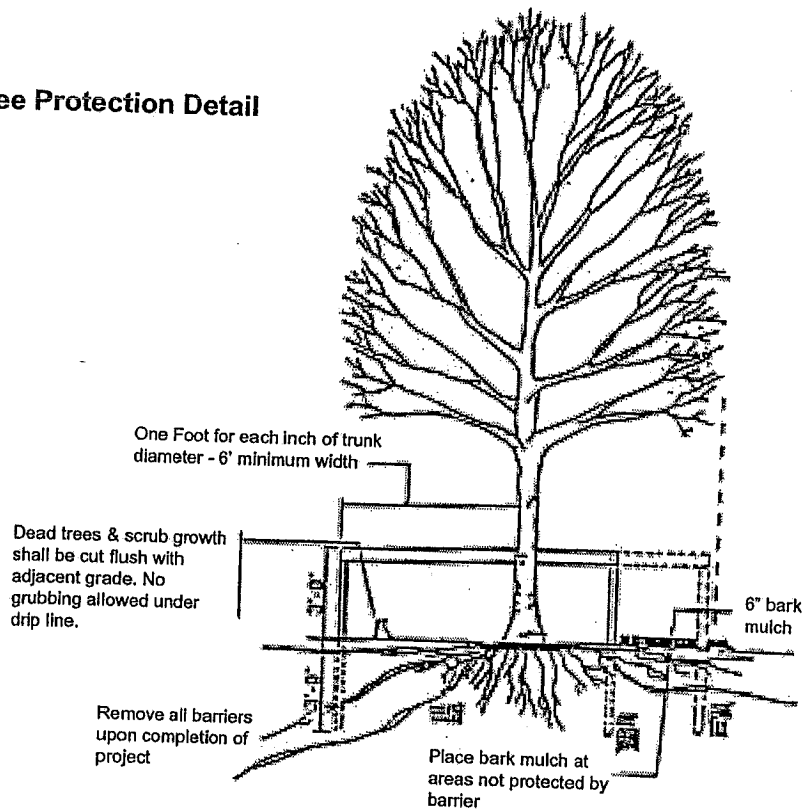
Special Grading Situations - In general, graded slopes of greater than 3:1 (33% grade) should be broken with retaining walls or terraces. If the height is excessive, multiple retaining walls should be used, separated by a planting area. Slopes greater than 3:1 (33% grade) may be allowed in special conditions and must be approved. Swales are to be graded shallow but wide to slow run-off. Steep abrupt cuts are to be avoided. Transitions back to natural grade should be smooth. Berms are to be graded in gently undulating, "naturalistic" shapes, rather than as straight mounds with steep slopes. Berms should not be higher than 48" from the street. In no case should a berm be placed in such a way as to obstruct the sight triangle of any street or the sight triangle for a driveway entering a street. Lot grading may not alter grading within the street right-of-way. Smooth transitions should be made throughout.

Tree Protection

The protection of healthy stands of mature trees throughout the project is a high priority to the overall design concept; therefore, the Builder is to save areas of trees within individual lots whenever feasible.

Clearing is limited to trees outside of the building envelope that are 6 inches and smaller in diameter. Approval is required on the site plan for removal of any trees 6 inches and larger diameter. If approval is not obtained, but trees are cut, the builder/owner will be required to replace cut trees on a 3 for 1 basis as designated by the developer. All references to diameter assume measurement five feet above the ground.

Tree Protection Detail



Builders must designate trees to be saved during the construction process. A continuous temporary barricade should be placed around the drip line of trees to be saved. Utility locations should be designed around trees to be saved wherever possible.

Architecture/Building Design

Traditional forms, materials, and details will best exemplify the character of The Highlands of Lake Lure, and invoke an enduring, timeless quality.

Two key principals should guide the architectural designs for homes at The Highlands of Lake Lure:

1. Style of house should be consistent throughout.
2. Building materials and detail should be consistent with chosen building style.

Architectural design should aspire to a community aesthetic, that is, to aspire to complement the other homes in the community.

BUILDING STANDARDS

General Responsibility - The construction of any masonry walls or other structures within a street right-of-way, development of any common open space amenities, streets and cul-de-sacs shall be the responsibility of the Declarant.

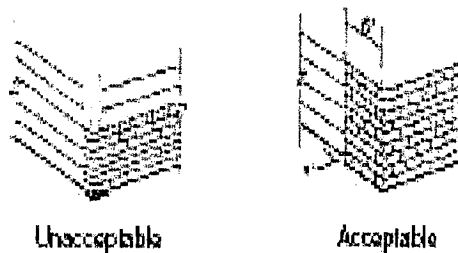
The builder/owner is responsible for individual site development and maintenance including the area within the street right-of-way (between the back of the street pavement edge and property lines). The builder/owner is responsible for compliance with these Design and Development Guidelines.

Streets-cape and Site Massing - The builder/owner is encouraged to create a visually interesting street-scape through the use of varied façades, elevations, materials, colors and arrangements along the street. Front elevations should have a minimum of three vertical planes.

Foundations - Crawl space type foundation systems and/or basements will be used; slab on grade construction is not permitted for principal dwelling. It is intended that the main floor level of homes appear to be elevated at least two feet above the ground.

Elevation and Façade Articulation - It should be assumed that the houses will be seen from all angles and that there will be a continuity of colors, materials and details on all elevations. However, priority should be given to those sides which are visible from streets and walkways. The most articulated elevations should be those which are in public view.

No material change shall occur on an outside corner. The technique of "shirt fronting" of masonry veneer is not permitted. Masonry and other veneer materials must turn the corner as shown below, and must run to the nearest inside corner or a minimum of six feet if an inside corner does not exist.



Fireplaces and Chimneys - Chimneys should be used as a design element with the following considerations:

The height of the chimney should be in proportion to the roof-line. Chimneys which barely peek above the roof are not visually bold enough and therefore are generally unacceptable.

No exposed metal fireplace flue will be permitted. Broad, massive chimneys are encouraged and small, spindly shaped ones will not be approved. Ornamentation through detailing is encouraged. Chimneys are encouraged to be stone.

Entrances - The builder/owner is encouraged to incorporate front porches or a formal stoop in the design as a transition from outdoors to indoors.

Window Openings - Care should be given to the size, type and organization of all windows. Scattered windows tend to create awkward, face-like shapes and should be avoided. Window placement should be carefully designed to create a balanced composition. They should be sized to be "in scale," and fit the elevation.

Roof Articulation - Minimum slope on all roofs should be a 4 in 12 pitch. A combination of roof pitches may be used if they are integrated with the design of the house. Roof style should be consistent with style of house. Roof slopes below 4 in 12 pitch may be considered based on the style of the house, but will require special approval.

Front-facing gables are particularly unattractive when placed over the garage door and should be avoided. Drain pipes should be painted so as to match trim or other adjacent material. Copper drains and gutters are acceptable.

Changes in roof geometry are best when accompanied by offsets in plan.

Overhangs of 6" or more must be used on the eaves and rakes. Overhangs must be boxed in to avoid exposing ends of rafters.

The roofs, as an expressive design element, should be kept as visually unobstructed as possible. Vent stacks, roof jacks, power roof ventilators and other necessary roof protrusions should be located away from the public view, on the back side of the roof. All vent stacks and counter flashing must be copper or painted to match roof color. Vent stacks should be located at the rear of the house unless this location conflicts with local code requirements.

Garage Treatment - Garages should be de-emphasized in the overall design of the house so as not to detract from the appearance of the house as a whole. When attached, garages should be well integrated with the overall house design, and should reduce the impact of the garage in relation to the house. Detached garages should be harmonious with the architectural style of the house.

Garage Door Treatment - All garage doors are to be a four-section design and of a color that matches the adjacent wall or trim. Windows are encouraged. No reflective film or foil is permitted on windows.

Treatment of detail on garage doors should be consistent with the overall character of the house. This may be accomplished with windows along the top of the garage door and by breaking up the mass with paneled construction, or with the use of two single doors divided by a column. This breaks up the expanse of the door into appropriately scaled architectural elements.

Exterior Treatment and Materials - It is preferred that natural materials be used for exterior treatment. Materials should be used with restraint in regard to both color and diversity of materials, generally favoring soft neutral tones. The intent is to create a continuity of materials through the community. In general:

1. Samples of all finished materials must be submitted by the builder/owner for approval.
2. Board and batten is allowed, but must be true board & batten, not "T-111" style.

3. Horizontal (lap type) is the preferred wood siding.
4. Modular construction is prohibited.
5. Waney-edged siding is prohibited.
6. Plywood and particle-board siding are prohibited.
7. "Hardiplank" or cement-fiber siding may be used, but detailing is subject to approval.
8. Materials should be used to emphasize planes and volumes. When different materials adjoin, care should be taken to avoid the look of applied facing. Change in material should not occur on a diagonal.
9. Classic paint colors should be used. Bold, primary or unusual colors are prohibited. Each builder is required to submit a color palette for approval. Earth tone pallets and neutral roof colors are suggested and encouraged.
10. All wood must be painted or stained excluding decks. Naturally weathered wood is prohibited in all cases.

The following exterior materials may be used on buildings:

- Brick - Brick is not encouraged as an exterior veneer. However, if brick is desired, medium to dark ranges in earth tone colors are preferred, although colors outside the earth tone spectrum may be acceptable. Brick may be painted.
 - Stone - May be used except as a thin veneer or as small disjointed areas of the facade. May be field stone or cut stone. Avoid excessively variegated stone color.
 - Wood Siding - Stained in earth tone colors if cedar; painted in neutral colors if pine or smooth cedar. White trim is discouraged.
 - Stucco - Only concrete masonry based stucco is permitted.
 - Cedar Shingles/Shakes - No artificial substitutions permitted.
 - Wood Windows - Stained or painted. Wood and wood clad windows are acceptable. Aluminum windows and sliding doors are subject to approval.
 - Roof Materials - The color of roofing throughout the community shall be of consistent value. Architectural grade asphalt or fiberglass shingles may be used. Acceptable shingles are Elk-Prestique II, Certainteed-Horizon; and Georgia-Pacific Summit. Natural roofing materials such as slate, tile or shake are acceptable. Flat asphalt or fiberglass shingles are not permitted. Builders may submit alternative materials or colors for pre-approval.
- HVAC Equipment - No rooftop or window HVAC equipment is permissible.

Condensers or other external HVAC equipment located on the side of the house must be screened from view with mature shrubs, opaque wood or masonry screens or other compatible building materials.

Accessory Structures - All accessory structures must be approved. The only accessory structures which may be allowed

are greenhouses, gazebos, trellis shade structures, detached garages, in-ground pools and cabanas. Other accessory structures will be considered on an individual basis.

Aluminum screen rooms, structures incorporating some type of corrugated roofing materials, and storage sheds will not be allowed. External TV antennae and/or satellite dishes over 24" in diameter are not permitted. Any satellite dish must not be visible from any road.

Accessory outdoor equipment such as garbage cans and cooking grills should be kept enclosed at all times when stored. Acceptable screening methods should be used as necessary. Clothes lines are prohibited.

Lighting

Exterior residential lighting for The Highlands of Lake Lure shall be designed to convey a warm, inviting atmosphere and aid in providing night time security. Care is to be taken in placing fixtures, selection of fixtures and types of light source.

General Responsibilities - Private lighting installed on individual lots shall not cause distraction, nuisance, or spillover light to other lots. Decorative fixtures must be of high quality materials and workmanship and be in scale and style with the residence.

General Design Standards - Sodium vapor lights are prohibited. Incandescent, low voltage incandescent, metal halide, and quartz lights are acceptable. Fixtures for security lights are to be located so as to be as unobtrusive as possible in order that they not be visible from the street or other lots. It is recommended that they be mounted on a structure. Pole-mounted security lights on exterior property lines are prohibited. Colored lenses on low voltage lights, fluorescent, neon lighting, and colored light bulbs are only permitted as decorative lighting during the traditional Christmas holiday season. Exterior illumination to accent street address numbers, architectural features such as columns, entries, chimneys and landscape features are allowed. Spot lights are to be concealed from direct view and directed to prohibit light spillover onto adjacent property. Driveway and walk lighting should be soft and strategically placed within landscape areas.

Pools and Spas

Portable or permanent above-ground type pools are prohibited. In-ground swimming pools and small above-ground spas or hot tubs are permitted, provided above-ground spas incorporate skirting and landscaping, and provided all appurtenances (i.e.: specialty features, sliding boards, skimmer nets and other long-handled devices, pool chemicals, filters, pumps, heaters, plumbing, etc.) are screened from public view. Maximum privacy screen height is not to exceed six (6) feet above existing grade. Fencing material must be with masonry wall (compatible with the residence), or other approved screening material. All state and local codes pertaining to swimming pools and spas must be met.

Furnishings and Materials

Flags - No flagpoles are to be located on residential lots visible from plain view. Flags may be displayed with flag staffs attached to residences. No more than two flags are to be exhibited on any residence at one time. Flag etiquette is to be observed. Advertising flags are strictly prohibited.

Fences and Walls - It is the intent of these guidelines to insure compatibility of fence/wall design throughout The Highlands of Lake Lure by providing direction to homeowners for a harmonious use of fence/wall details and materials. All fencing/walls shall be erected at the option of the builder/owner. Approval of all fencing/walls is required.

A 2" x 4" wire mesh may be mounted on the inside of the rail fences to secure pets, provided its mounting is consistent with the detail included herein. Pet fencing must be within established lot setbacks.

Masonry walls such as brick, stone, or stucco should be designed as an extension of the architectural design of the home. These wall designs should be simple yet possess enough detail to avoid the appearance of uninterrupted panels.

In the case of separated walls where the first (existing) wall was built to six inches of the property line, the second (proposed) wall must be built 6.5 feet from the property line or otherwise built to maintain the required seven-foot separation.

Gates may be installed and shall be designed to be compatible and complementary to the wall/fence design.

Should existing trees or other obstacles require adjustment to the fence location, the fence shall always be shifted in the direction of the private side.

Garden Ornament - Garden ornaments are not acceptable within public view. Ornaments deemed unacceptable will be required to be removed. In general, painted wood or plastic ornaments are unacceptable; stone, cast metal or ceramic ornaments are preferred.

Decorations for holidays are acceptable but must not be in place more than 30 days prior to an event and must be removed 15 days after an event.

Planters of clay or wood are acceptable – especially for displaying seasonal flowers. Natural clay, white, earth tone or pastel colors are acceptable; bright colored planters (blue, orange, etc.), especially of plastic, are not permitted.

Garden structures such as trellises and arbors are permitted.

Mailboxes - Mailboxes must be approved.

Landscape Treatment

The landscape treatment for The Highlands of Lake Lure is intended to be a unifying element in the design of the overall community, helping to create a strong sense of place. While landscape design throughout common areas will tend to be naturalistic (flowing lines and use of more indigenous plant material), the design for individual lots should be appropriate to the architectural style of the house and to the scale of the lot.

General Responsibilities - The initial landscaping of common open spaces, street corridors and rights of way, and public features is the responsibility of the Declarant. Maintenance of these areas will be by the Declarant during the period of Developers Control. After Developer's Control, maintenance will be the responsibility of the POA.

Minimum Residential Tree Requirement - Large areas of mature trees saved throughout the site in combination with individual required landscape treatments will enhance the appearance and quality of the community.

The following minimum tree requirements pertain to all lots where trees are sparse or do not occur in front yards. These requirements must be satisfied within the front yard. (They include saved trees 8" and larger in diameter.) Planted trees are to be a minimum of 2" diameter.

Minimum Landscape Requirement - The builder/owner is required to submit a planting plan for approval. This plan shall be substantially followed or exceeded.

Builder will landscape the lot after house construction. A landscape plan for the lot will be developed by the Builder at the time of that lot construction and submitted for approval.

The builder/owner is responsible for landscaping and maintaining all areas on his property. The owner of the property is to adhere to these guidelines upon and after initial installation.

At the time of lot landscaping, Builder will install sidewalks, driveway connection to the street, and street-scape landscaping as designated by the Design and Development Guidelines.

All planting beds are to be mulched with four inches of pine straw or bark mulch. The mulch bed shall be maintained full depth and with a crisp edge at all times.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch or lawns.

Lawns or acceptable alternative ground cover must be installed and maintained in high quality. Sod installations are recommended. The most common lawn type in the area is a fescue/bluegrass mix.

Dead plant material that was planted to satisfy the minimum landscape requirement must be replaced by the builder/owner immediately, as weather conditions permit.

Screening Requirement - All meters, air conditioning units, etc., are to be placed away from public view, preferable in rear or fenced side yards. Meters, air conditioners, etc., must be screened by structures or by plant material when in potential view of other structures or views from adjacent yards. Shrubs or vines should be planted in front of built screens.

Hedges may be used for screens if plants are mature enough and spaced closely enough to provide adequate screening. Screening with plants is to be accomplished with the initial installation, not assumed growth at maturity. Staggered spacing of shrubs for hedges makes a good screen.

Plant Bed Edges - Some types of plant bed edging are not in keeping with the overall landscape effect. Plant bed edging should be done in such a way as to fit in with The Highlands of Lake Lure's overall visual quality. Brick, stone or metal edging is preferred, while railroad ties or lumber are not.

Utilities

Coordinating with appropriate utility companies, Builder is responsible for the installation and connection of all utilities' services to the house from the stub-outs/connection points in the vicinity of lot lines.

Builder is responsible for all applications, permits and fees associated with the house construction and provision of utilities services from the lot-line stub-outs.

The Declarant is responsible for providing all development infrastructure including roads and water. The Builder is responsible to coordinate and arrange for electrical, power, telephone, and TV cable services to each lot.

CONSTRUCTION RULES FOR OWNERS AND CONTRACTORS

1. **Applicability:** These rules shall apply to all lot owners and builders, and any reference herein to an owner shall also apply to the owner's builder and subcontractors. While at The Highlands of Lake Lure, all owners and builders and subcontractors shall abide by these rules and such other rules as the Declarant and/or the Committee may establish from time to time.

All contractors who wish to build in The Highlands of Lake Lure project must be registered with and approved by the Declarant or Committee Manager in writing. The purpose of this approval is simply to facilitate a successful program for the Declarant and insure a high quality end product for the owner(s) by instilling quality control in the building process. Approved builders will be expected to be thoroughly familiar with all guidelines and procedures and to follow them carefully. Those who do not perform to the expectations of the process will be reminded of the requirements(s) and asked to comply. Repeated lapses may result in removal from the approved builders list. Any questions about registration or performance requirements should be directed to the Committee Manager. The Committee Manager also reserves the right to approve subcontractors of the Builders.

2. **Construction Escrow Deposit:** A construction escrow deposit of Five Thousand Dollars (\$5,000.00) is required as of the date the stake-out request is submitted. The deposit should be by check payable to the Declarant or its designee, during the period of Declarant's control or to The Highlands of Lake Lure POA, after the period of Declarant's control. The Construction Escrow deposit shall be deposited with the Declarant or The Highlands of Lake Lure POA, as the case may be. The Construction Escrow Deposit may thereafter be used for any of the following purposes:

- a) To pay for the cost to repair any damage to the roadways or common areas caused by an owner, owner's builder, or subcontractors not repaired by the responsible owner, owner's builder, or subcontractors in a timely fashion.
- b) To complete any landscaping shown on the final plans for a lot which has not been completed within three (3) months after completion of the residence on such lot unless extended in writing.
- c) To pay for the cost of completing any improvements so that they are in accordance with the approved final plans, if owner fails to complete such improvements.
- d) To pay for the cost of restoring or replacing any trees, other vegetation, grades or other natural features improperly removed, altered or destroyed by owner in violation of these guidelines.
- e) To reimburse the Declarant or The Highlands of Lake Lure POA, as the case may be, for its cost of cleaning up any significant amount of dirt, concrete, etc., left by the owner on any street if the same was not immediately removed by the owner.
- f) To pay for the cost of enforcing any other obligations of the Declarant or The Highlands of Lake Lure POA, as the case may be, under these guidelines. The Declarant or The Highlands of Lake Lure POA, as the case may

be under these guidelines, will give an owner notice that it intends to use the owner's Construction Escrow Deposit for a particular purpose. The owner shall have five (5) days from the date of the notice to perform the referenced work. If the owner, upon receipt of the notice, fails to perform the work, the Declarant or the POA shall thereafter be free to perform it and to use the Construction Escrow Deposit to pay for the cost thereof. Upon the completion of improvements and when all work has been completed by either the responsible owner, the Developer or The Highlands of Lake Lure Property POA, as the case may be, shall return to the Builder any unused portion of the Builder's Construction Escrow Deposit.

In the event the Declarant or The Highlands of Lake Lure Property POA, as the case may be, expends sums on the owner's behalf as provided above in excess of the owner's Construction Escrow Deposit, the owner shall pay the excess to the Declarant or The Highlands of Lake Lure Property POA, within twenty (20) days of notice thereof. The Construction Escrow Deposit will be refunded to the Builder once the home is completed and the site is permanently stabilized to prevent any form of erosion off the site.

3. Construction Hours and Noise: All construction activities must be conducted from 7:00 a.m. until 6:00 p.m. Monday through Saturday. Any construction activities conducted or access to The Highlands of Lake Lure after these hours must be scheduled with the Declarant twenty-four (24) hours in advance. No loud radios or distracting noises or loud, objectionable behavior or language by workers will be permitted during construction.

4. Rubbish and Debris: In order to maintain a neat and orderly appearance at all times throughout The Highlands of Lake Lure, the following rubbish and debris rules must be strictly followed:

- a) *Domestic Refuse* - At least one (1) lidded trash container must be located at all times inside each residence under construction. All domestic refuse, such as food scraps and packaging, cups, plates, napkins and similar items which at any time exist in the residence of on the lot, must be placed in the trash container. The trash container shall be emptied regularly and its contents properly disposed of off the lot and outside The Highlands of Lake Lure.
- b) *Interior Construction Debris* - All parties are strongly encouraged to frequently clean up and remove rubbish and construction debris located within the walls of a residence.
- c) *Exterior Construction Debris* - With regard to all construction debris located on a lot outside the walls of a residence, the following rules shall apply:
 - 1.) By the end of each day on which work occurs on the lot, all lightweight, blow-able construction debris, such as roofing paper, insulation bags, foam sheathing, polyethylene, etc., must be placed in a steel dumpster unit provided by a trash disposal company and located on the lot. If hauled away by truck, Trash hauling trucks must be covered;
 - 2.) By the end of the day on each Friday, all non-blow-able construction debris, such as wood scraps, shingles, brick-bands, drywall, bricks and masonry blocks, must be gathered and placed in the steel dumpster.

- 3.) The steel dumpster must be emptied and the debris hauled away on an as-needed basis and before it is filled to overflowing.
- 4.) The burning or burial of construction debris or vegetation is prohibited.
- 5.) Disposal of paints, chemicals or other substances harmful to the environment must be in accordance with state and local laws. They may not be disposed of on site.

5. Excess Natural Materials: Excess rock, topsoil and similar materials must be offered first to the Declarant prior to their removal from The Highlands of Lake Lure. No such materials may be removed from The Highlands of Lake Lure without the prior approval of the Declarant.

6. Silt Fences: Silt fences and/or other devices for sedimentation control shall be installed where necessary to prevent silt from getting off property or into existing ditch lines. If sediment gets off site or into a road ditch, it is to be promptly removed and the affected area restored to its original condition or it will be corrected by the Declarant at the expense of the owner and/or builder.

7. Trailers: No construction office trailers may be placed, erected or allowed to remain on any lot or in any other area in The Highlands of Lake Lure, except as approved in writing by the Declarant.

8. Construction Access: During the time a residence or other improvements are being built, all construction access shall be confined to the approved driveway for the lot unless the committee approves an alternative access way.

9. Gravel Drives: Prior to commencement of construction on any lot, the owner or contractor shall provide at the approved driveway location a gravel drive with a minimum of five (5) inches of #5 crushed stone base from the paved street to the house under construction. This is to be replaced as needed during construction to prevent mud from getting onto the road.

10. Parking: All vehicles must be parked so as not to impede traffic or damage vegetation. No vehicles may be left parked on any streets within The Highlands of Lake Lure overnight. Construction vehicles may be left on a lot overnight only if additional use of the vehicle will be made within the following three (3) days. **Parking is specifically prohibited on the shoulders of the roads. Any vehicles that are found to be on the shoulders of the road are subject to assessment for curb damage and shoulder repair.**

11. Miscellaneous Practices: The following practices are prohibited at The Highlands of Lake Lure:

- a) Changing oil of any vehicle or equipment.
- b) Allowing concrete suppliers and contractors to clean their equipment other than at location, if any, designated for that purpose by the Declarant.

- c) Carrying and/or discharging any type of firearms.
- d) Careless disposition of cigarettes and other flammable material.
- e) Hunting on The Highlands of Lake Lure property is not permitted by contractor or sub-personnel.
- f) Alcohol or drug use by construction personnel is prohibited on the job site or anywhere on The Highlands of Lake Lure property.
- g) Loitering on job site after work hours is not permitted;
- h) Roads and private drives may not be blocked for any reason.

12. Pets: Builder or contractor personnel may not bring pets into The Highlands of Lake Lure.

13. Common Areas: Except with the prior written permission of the committee, Builder and contractor personnel are not allowed in the common areas and no construction access will be allowed across the common areas.

14. Accidents: The Declarant shall be notified immediately of any accidents, injuries or other emergency within one hour of the occurrence.

15. Portable Chemical Toilets: An enclosed and regularly serviced portable chemical toilet must be provided at each residence under construction, **in as inconspicuous a location as possible.**

16. Speed Limits: The established speed limit within The Highlands of Lake Lure is twenty-five miles per hour (25 mph) for all vehicles.

17. Property Damage: Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, fences, etc., must be repaired by the owner and/or Builder to its original condition. If any telephone, cable TV, electrical, water or other utility lines are damaged, the party causing such damage shall report the matter within thirty (30) minutes to the Declarant and the respective utility company, and shall bear any cost incurred in connection with repairing such damage.

18. Failure to Abide: Failure to abide by any of the above rules may result in the loss of a contractor's privilege to build in The Highlands of Lake Lure on a temporary or permanent basis, the loss of a portion of or all of the Construction Escrow deposit, or both.

19. Signage: The only signage that is allowed during construction is that of the General Contractor. This sign may also display architect and landscape architect name, address and phone number. The sign must be approved.

20. Temporary Utilities: The builder is responsible for arranging for temporary water and electric service availability at the job site. Contractor must coordinate with utilities prior to any trenching work near road or other right-of-way or easement areas;

21. Control of Subcontractors: The contractor-builder is responsible for insuring all subcontractor and tradesman compliance with these guidelines and requirements. The Declarant and/or Committee Manager, as the case may be, reserves the right to approve or disapprove subcontractors.

22. Erosion control measures must be installed prior to any excavating work. These measures must be in effect during all construction until disturbed surfaces are stabilized;

23. Drainage may not be impeded....temporary culverts may be installed in drain ways during construction.

24. Construction or finish work at variance with approved plans must cease until approval is granted. Restorations may be required;

25. All contractor personnel are expected to comply with the listed OSHA safety regulations.

SAMPLE OF ENCOURAGED AND DISCOURAGED MATERIALS

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Elements

Encouraged Materials and Finishes

1. Exterior Walls

*Stone

*Automatic vents and access panels shall be coordinated with wall finishes, trim and design patterns

*Wood siding

*Wood shingles

2. Roofs

*Architectural grade asphalt shingles

*Metal roofing

*Wood shakes and shingles

* Slate Roofs

*Concrete tiles

*Composition shingles

*Materials and treatment of eaves, rakes and soffits shall be coherent and complementary with the exterior wall treatment and with the exterior wall treatment and with the house design generally

*Roof accessories such as vents, flashing, gutters and down-spouts shall be of good quality and their coloring shall match with roofing materials, fascia, soffits and exterior wall treatment. Contrasting colors shall not be permitted.

3. Porches

*Columns, posts, rails, balusters, newels and stairs shall be constructed to be coherent and complementary with the exterior wall treatment and with the house generally

Discouraged:

Unstained treated wood

4. Exterior Openings

*Heavy entry doors of wood and/or steel

*Wood or aluminum clad units preferably with matching simulated true divided light muntins

*Shutters shall be of painted or stained wood

*Garage door shall be of steel or painted or stained wood

5. Building Supplements

* CHIMNEYS: Masonry with cement plaster or cladding over wood framing with masonry accessories, metal shrouds or other features

*Telecommunication receivers shall be hidden from the street view

*Only satellite dishes 24 inches in diameter or smaller shall be permitted

Elements

Encouraged Materials and Finishes

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6. Grading & Drainage

- *Metal grates and drain covers Features
- *Stone drainage materials
- *Muted tones, rustic textures, organic colors

Discouraged:

- *Precast or in situ concrete elements, above grade and visible
- *Rip rap

7. Land-form Design

- *Dry Stacked arch Block
- *Stone/boulders Retaining Walls
- *Muted tones, rustic textures, organic colors
- *Berm planting

Discouraged:

- *Pressure treated timbers and railroad ties for wall and steps
- *Stucco covered-concrete or CMU block

8. Pavement & Curbing

- *Stone
- *Brick
- *Asphalt
- *Concrete with exposed aggregate

For Trails:

- *Gravel
- *Mulch
- *Muted tones, rustic textures, organic colors

9. New Plantings

Required:

- *See separate plant list for recommended plants

Discouraged

- *Exotic non-native plants

10. Parking

- *Curbing (stone or concrete)
- *Muted tones, rustic textures, organic colors

Discouraged

- *Railroad ties or concrete wheel stops

11. Landscape Structures
and Site Amenities

- *Stone
- *Wood (stained, rough, finished)
- *Stucco covered concrete or CMU block
- *Any roofs to match related architecture regarding material selection

RESIDENTIAL LANDSCAPE GUIDELINES

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General Principles

Appropriate landscaping is a critical component of the overall look and feel of The Highlands of Lake Lure. One should approach the landscaping of a residential lot with an attitude similar to that demonstrated in the placement, design and detailing of the house. Variables to consider while developing the landscape design include the type, location, size and configuration of the lot; the design and configuration of the house; site drainage; solar orientation; existing vegetation; and adjacent residential lots. Landscape designs should be ordered and well composed rather than random and scattered. Trees, shrubs, hedges and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, the street and neighborhood. Emphasis should be placed on the creation of space rather than filling voids in the lot.

Initial Planting Requirements

Prior to occupancy of a house, the lot should be landscaped. We encourage the appropriate use of foundation plantings, planting/ground cover beds and front yard hedges/fences to frame the architecture and create outdoor spaces. All lawn areas should be sodded or seeded. Shrubs or ground cover, planted individually or together, should have mulch beds. Organic materials such as shredded hardwood, pine needles, shredded pine bark, and pine bark chips should be used as mulch.

Irrigation

While the use of an automatic underground irrigation system to facilitate a vibrant landscape environment is encouraged, other means of irrigation are permitted.

Maintenance

Long-term growth and maintenance should be considered when developing the landscape design. Landscape materials should present an attractive presence at the time of initial planting and, in order to preserve their health and appearance, all landscape areas shall be properly maintained. Proper maintenance includes watering, mowing, weeding, edging, fertilizing, pruning, insect control, removal and/or replacement of dead or diseased plant materials and maintenance of drainage patterns and facilities.

RECOMMENDED PLANT LIST - THE HIGHLANDS OF LAKE LURE

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BOTANICAL NAME

COMMON NAME

TREES

Acer buegeranum	Trident Maple
Acer palmatum 'Dissectum Atropurpureum'	Japanese Maple
Acer rubrum 'Red Sunset'	Red Maple
Acer saccharum	Sugar Maple
Aesculus Pavia	Red Buckeye
Amelanchier x grandiflora '	Autumn Brilliance Autumn Brilliance Serviceberry
Amelanchier aborea	Downy Serviceberry
Cercis Canadensis	Eastern Redbud
Cornus kousa	Kousa Dogwood
Cornusx. 'Celestial'	Celistical Dogwood
Fagus grandifolia	American Beech
Halesia carolina	Mountain Sliver Bell
Halesiadiptera var. magniflora	Silverbell
Ilex x 'Greenleaf '	Greenleaf Holly
Ilex x Nellie R. Stevens	Nellie R. Stevens Holly
Lagerstroemia indica x fauriei 'Natchez'	Hybrid Crape Myrtle
Liquidambar styraciflua	American Sweet-gum
Magnolia liliflora 'Ann'	lily Magnolia
Magnolia virginiana	Sweet-bay Magnolia
Oxydendrum arboreum	Sourwood
Picea omorika	Servian Spruce
Pinus strobus	White pine
Platanus occidentalis	Sycamore
Quercus laurifolia	Laurel Oak
Quercus nigra	Water Oak
Quercus palustris	Pin Oak
Quercus rubra	Northern Red Oak
Qercus shumardii	Shumard oak
Quercus virginiana	Live Oak
Salix alba 'tristis'	Golden Weeping Willow
Salix babylonica	Weeping Willow
Sorbus americana	Mountain Ash
Styrax japonicus 'Pendula' or "Pink Chimes"	Japanese Snowbell
Tsuga canadensis	Canadian Hemlock
Tsuga caroliniana	Carolina Hemlock

BOTANICAL NAME**COMMON NAME**

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SHRUBS

<i>Aesculus parviflora</i>	Bottlebrush Buckeye
<i>Aronia arbutifolia</i> 'Brilliantissima'	Red Chokeberry
<i>Buddleia davidii</i> 'Black Knight'	Butterfly Bush
<i>Clethra alnifolia</i> 'Hummingbird'	Clethra
<i>Clethra alnifolia</i> 'Rosea' Or 'Pinkspire'	Summer-sweet Clethra
<i>Daphne ofora</i> 'Aureo-marginata'	Winter Saphne
<i>Euonymus</i> Altus	Burning Bush
<i>Forsythia x intermedia</i> 'Spectabilis'	Showy Border Forsythia
<i>Fothergilla gardenii</i>	Dwarf Fothergilla
<i>Hamamelis vernalis</i>	Vernal Witchhazel
<i>Hydrangea quercifolia</i>	Oakleaf hydrangea
<i>Hydranea quercifolia</i> 'Snow Queen'	Snow Queen' Oakleaf Hydrangea
<i>Hpericum prolificum</i>	Shrubby St. Johns-wort
<i>Ilex verticillata x serrat</i> 'Apollo'	Winterberry Holly
<i>Itea virginica</i> 'Henry's Garnet'	Virginia Sweet-spire
<i>Kalmia latifolia</i> 'Olympic Fire'	Olympic Fire Mountain Laurel
<i>Leucothoe fontanesiana</i>	Doghobble
<i>Mahonia aquifolium</i>	Oregon Grapeholly
<i>Nandina domestica</i> 'Harbour Dwarf'	Dwarf Nandina
<i>Prunus laurocerasus</i> 'Schipkaensis'	Skip Cherry Laurel
<i>Rhododendron calendulaceum</i>	Flame Azalea
<i>Rhododendron chionoides</i>	Chionoides Rhododendron
<i>Rhododendron carolinianum</i>	Carolina Rhododendron
<i>Rhododendron catabiense</i> 'Album'	Catawba Rhododendron
<i>Rhododendron catawbiense</i> 'English Roseum'	Catawba Rhododendron
<i>Rhododendron</i> 'Dora Amateis'	Dora Amatesis Rhododendron
<i>Rhododendron</i> 'Scintillation'	Scintillation Rhododendron
<i>Rhododendron vaseyi</i>	Pinkshell Azalea
<i>Rhododendron viscosum</i>	Swamp Azalea
<i>Syringa meyeri</i>	Meyer Lilac
<i>Syringa vulgaris</i>	Common Lilac
<i>Taxux x media</i> 'Densifomis'	Densifomis Yew
<i>Viburnum acerifolium</i>	Maple-leaved Viburnum
<i>Viburnum cassinoides</i>	Withered Viuburnum
<i>Viburnum lantanoides</i>	Witch-hobble
<i>Viburnum opulus</i> European	Cranberrybush Viburnum
<i>Viburnum plicatum</i> var. <i>tomentosum</i> 'Shasta'	Shasta Doublefile Viburnum

Vuburnum trilobum
 Weiglea florida 'Eva Supreme'

American Cranberry Bush
 Old Fashioned Weigela

BOTANICAL NAME

COMMON NAME

PERENNIALS, GROUND COVER, FERNS, GRASSES & SEDGE

Achilla 'Moonshine'	Yarrow
Ardisia crenata'x Powis	Castle Coralberry
Artemisia schmidtiana	
Aruncus Dioicus	Goats Beard
Aster x frikartii 'Moench'	Aster
Astilbe 'Sprite'	
Caltha palustris	Marsh Marigold
Carex morrowii vaiegata	Silver Variegated Japanese Sedge
Carex pendula	Great Drooping Sedge Grass
Chelone lyonii	Pink Turtlehead
Chrysanthemum	Shasta Daisy
Coreopsis 'Moonbeam'	
Crocsmia 'Lucifer'	
Daffodil 'Carlton'	
Daffodils 'Ice Follies'	
Deschampsia caespitosa 'Goldgehaenge'	Tufted Hair Grass
Dianthus 'Bath's Pink'	Dianthus
Echinacea purpurea	Purple Coneflower
Eupatorium purpureum	Joe-Pye Weed
Hemerocallis (mixed varieties)	Daylilies
Hosta 'August Lily'	Hosta
Hosta 'Francee'	Hosta
Hosta 'Ginko Creig'	Hosta
Iveris sempervirens	Candytuft
Iris ensata	Japanese Iris
Iris sibirica	Siberian Iris
Lobelia cardinalis	Cardinal Flower
Miscanthus sinensis gracillimus	Miscanthus
Miscanthus sinensis gracillimus	Miscanthus
Molinia arundinacea 'Transparent'	Tall Purple Moor Grass
Osmunda cinnamonea	Cinnamon Fern
Panicum vergatum 'haense Herms'	Red Switch Grass
Peltiphyllum peltatum	Umbrella Plant
Pennisetum alopecuroides	Fouontain Grass

Phlox stolonifera
 Phlox subulata
 Polygonatum x hybridum 'Variegatum'
 Prunula joponica

Creeping Phlox
 Thrift
 Solomon's Seal
 Japanese Primrose

BOTANICAL NAME

Rudbeckia hirta
 Sedum spectabile 'Autumn Joy'
 Stachys byzantia
 Verbena 'Homestead Purple'
 Vinca minor
 Zantedeschia aethiopica 'Crowborough'

COMMON NAME

Black-eyed Susan

 Lamb's Ear
 Verbena
 Periwinkle
 Calla Lily

VINES

Clematis xjackmanii
 Hedera helix
 Lonicera sempervirens

Jackman Clematis
 English Ivy
 Trumpet Honeysuckle