

DESIGN REVIEW COMMITTEE (DRC)

STANDARDS FOR DESIGN AND CONSTRUCTION

Published by

NAUTICA COVE HOMEOWNERS ASSOCIATION INC

TABLE OF CONTENTS .....	2-3
MISSION STATEMENT AND VISION .....	4
KEY DEFINITIONS .....	4-6
1.0 DESIGN REVIEW COMMITTEE (DRC).....	6-8
1.01 Purpose	
1.02 Policy	
1.03 Authority	
1.04 Membership	
1.05 Responsibilities	
1.06 Enforcement	
1.07 Limitation of Liability	
2.0 DESIGN APPROVAL PROCESS .....	8-10
2.01 DRC Review	
2.02 Architectural Review Requirements	
2.03 Approval by DRC	
2.04 Variances	
2.05 Periodic Observations	
3.0 DRC SPECIFIC POLICIES .....	10-12
3.01 All Improvements Subject to Approval	
3.02 Standards for Review and Approval	
3.03 Duration of Approval	
3.04 Interior Alterations Exempt	
3.05 Waivers, Exceptions and Variances by the DRC	
3.06 Exculpation for Approval or Disapproval of Plans	
4.0 GENERAL DESIGN STANDARDS .....	12-14
4.01 Residential Dwellings	
4.02 Materials	
4.03 Setbacks	
4.04 Driveways	

- 4.05 Garages and Outbuildings
- 4.06 Drainage
- 4.07 Walls and Fences
- 4.08 Signs
- 4.09 Trees
- 4.10 Exterior Lighting
- 4.11 Common Wells
- 5.0 CONSTRUCTION PROCESS .....14-15
  - 5.01 Permitted Construction Hours
  - 5.02 Construction Site Maintenance
  - 5.03 Site Preparation and Drainage

**MISSION STATEMENT** - The Mission of the Nautica Cove Homeowners Association. (NCHOA) DRC, is to assure an aesthetically pleasing environment for the protection of Members' property values and to carry out its responsibility fairly on behalf of all Members. The DRC shall enforce covenants, rules and regulations, and DRC standards applicable to architectural and related matters and review requests for variances and providing recommendations to the NCHOA Board of Directors.

**VISION** – Provide a mountain lifestyle of single-family homes that blend harmoniously with nature. This objective motivates the development, maintenance, and enforcement of our DRC Standards and approval of Members' plans to protect the community's quality of life and facilitate property value appreciation.

#### **KEY DEFINITIONS**

**AREA OF COMMON RESPONSIBILITY** – Shall mean and refer to the Common Area, together with those areas, if any, which by contract become the responsibility of the Association to maintain, administer or operate.

**ASSOCIATION** – shall mean and refer to Nautica Cove Homeowners Association Inc, a Tennessee nonprofit corporation, and its successors and assigns.

**BOARD OF DIRECTORS or BOARD** – shall be the governing body of the Association, as more particularly described in the Articles of Incorporation and the Bylaws of the Association, and as further provided by Tennessee Law.

**COMMON FACILITIES** – shall consist of such facilities as are constructed and operated on the Property from time to time and designated as such at any time and from time to time. Any references to Common Facilities contained on the Plat of the Property or any portion thereof, shall be deemed to mean the Common Facilities as defined herein.

**COMMON AREA** – shall mean real or personal property which the Association which now or hereafter owns or otherwise holds for the common use and enjoyment and benefit of the Owners, including, without limitation, any areas designated as such on a Plat of all or a portion of the Property and / or the Common Facilities and any roadways drawn on Plat, whether labeled or unlabeled, or designated or undesignated as such. Any reference to Common Area on a plat of the Property or any portion thereof, shall be deemed to mean the Common Area as defined herein.

**DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS** – shall mean the Declaration of Covenants, Conditions and Restrictions for Nautica Cove Subdivision and all amendments, and including without limitation, Subsequent Amendments, additional phases and modifications as are from time to time recorded in the Public Records of Johnson County, Tennessee, which shall encumber all or a portion of the Property regardless of ownership and land use. References to the Declaration contained on any Plat of the Property shall be deemed to mean the Declaration as defined herein.

**DESIGN REVIEW COMMITTEE or “DRC “** – shall mean the committee created and established by and pursuant to the Declaration which is responsible for review and approval of all plans, specifications and other materials describing or depicting improvements proposed to be constructed on any portion of the Property and for adopting an application and review procedure in that respect, all as further described in the Declaration.

**DESIGN REVIEW MANUAL or “MANUAL”** – shall mean that document or those documents adopted, promulgated and published by the DRC, as the same shall be amended from time to time, setting forth architectural, maintenance and landscape design criteria, and development standards and specifications together with standards of construction quality to be used as the criteria for determining compliance with the Declaration and the acceptability of those components of buildings, structures, landscaping and all other improvements constructed, erected, placed or installed upon the Property, and procedures to be used to review and enforce such standards and specifications as more particularly provided in Article XII.

**NAUTICA COVE or NAUTICA COVE SUBDIVISION** – shall mean and refer to such property which was previously owned, is now owned, or hereafter may be owned by Declarant or any successor or assign of Declarant and is now or shall be hereafter submitted to the Declaration.

**LOT** – shall mean those parcels or tracts of land separately designated by lot numbers shown on any Plat for Nautica Cove Subdivision. Whether now recorded, or hereafter recorded, including, without limitation, any Lot which hereafter be added to Nautica Cove Subdivision and subjected to the covenants, conditions and restrictions of the Declaration by a Subsequent Amendment as more fully set forth in Article IX hereof.

**MEMBER** – shall mean and refer to a person or entity entitled to membership in the Association as provided in the Declaration.

**OWNER** – shall mean and refer to one or more Persons who hold the record title to any Lot in Nautica Cove Subdivision, including any builder or building contractor, and the Declarant and its successors and assigns, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded agreement for deed, the contract vendee will be deemed the Owner.

**PERSON** – means a natural person, a corporation, a general or limited partnership, a limited liability company, an association, two or more persons having a joint or common interest, a governmental agency, a business trust, an estate, a trust, a trustee, or any other legal entity.

**PROPERTY** – shall mean and refer to the real property described in exhibit A, and all other real property as from time to time may be subjected to the covenants, conditions and restrictions of the Declaration by a Subsequent Amendment as more fully set forth in Article VIII hereof.

**SUBSEQUENT AMENDMENT** – any amendment to the Declaration of Covenants, Conditions and Restrictions for Nautica Cove Subdivision whether, or, not Such amendment is submitting additional property to the terms of the Declaration. A Subsequent Amendment may, but is not required to, impose, expressly, or by reference, additional restrictions and obligations on the Property submitted by the Subsequent Amendment to the provisions of the Declaration.

**SURFACE WATER MANAGEMENT SYSTEM** – shall mean and be defined as all land, easements and other facilities and appurtenances which together constitute and comprise that portion of any master surface water management and drainage system located within the Property, whether or not it serves the Property, which may be part of the Common Area and may be designated as such by a plat.

## **1.0 DESIGN REVIEW COMMITTEE (DRC)**

### **1.1 Purpose**

The objective of the DRC is to achieve the Nautica Cove Vision. This will be achieved by executing an effective aesthetic review process for all new construction and modifications to existing properties. The DRC desires that all construction:

- A. Meets the requirements as set forth in the Declarations in terms of square footage, setbacks, etc.
- B. Is compatible with existing construction within the community.
- C. Is maintained in keeping with the Declarations.
- D. Construction duration does not exceed two years from inception to completion.
- E. Variances are only granted when required, appropriate.

### **1.2 Policy**

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

The NCHOA and the DRC are not bound by any precedent. The current DRC shall base its decisions on the then current DRC standards.

### **1.3 Authority**

The DRC has final approval of all variances. The authority of the DRC is set forth in the Declarations that encumber every building site.

### **1.4 Membership**

The NCHOA DRC shall consist of a minimum of 3 members. All members shall be property owners in good standing with Association documents.

### **1.5 Responsibilities**

The DRC is empowered to perform the duties as set forth in the Declarations as well as noted elsewhere in the DRC standards and to

- A. Establish review criteria.
- B. Review all construction and renovation requests for compliance with the design criteria.
- C. Periodically observe the construction occurring on the site to ensure construction proceeds in accordance with DRC standards.
- D. Contact applicants whose plans and specifications have been disapproved and provide reasonable assistance and recommendations to ultimately produce approval.
- E. Maintain copies of applicable documents.
- F. Amend the Design Review criteria, with the NCHOA Board approval.

### **1.6 Enforcement**

In general, ALL construction, additions and exterior modifications require DRC approval; however, many such activities may also require State and / or County permission/approval before starting, in which case such permission must be obtained before DRC approval will be granted.

- A. A structure or improvement that is placed outside the building envelope, encroaches into lot setbacks and/or utility easements, conflicts with exterior material standards or is nonconforming with other design standards and specifications without DRC approval is considered non-conforming and represents a violation of these Standards. The DRC will first request that structure or improvement be brought into compliance at the Member's expense. Should the Member fail to comply, the DRC may proceed to pursue the case with the Board President and the Board of Directors in accordance with Association By-Laws and Covenants. The Board of Directors, on behalf of the Association, shall have the authority and standing to enforce in courts of competent jurisdiction the decisions of the DRC (see Declaration XII section 20).

### **1.7 Limitation of Liability**

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, the basis for the review and approval of any application or other matter pursuant to these Standards is limited to aesthetic considerations and good faith efforts to ensure material satisfaction of the requirements set forth in Declaration, these Standards, and the Rules and Regulations. No approval of plans or other documentation by the DRC shall be construed as a representation, warranty or implication that the improvements, if built in accordance with the plans therefore, will, for example, (a) be accurate, complete or otherwise free from defects, (b) meet applicable codes, regulations, and laws (including, but not limited to, building codes and permit requirements), (c) be built in a good and workmanlike manner, (d) meet applicable standards for prevention of soil erosion, siltation and sediment pollution (including, but not limited to, regulations promulgated by TDEC,) or alteration of the natural flow of water and diversion of run-off to adjoining properties or (e) meet applicable standards for structural, mechanical, electrical and all other technical aspects of a proposed design. Neither the NCHOA nor the DRC or their directors, officers, committee members, staff or volunteers, shall be liable for any injury, damages, or loss arising out of the manner or quality of approved improvements or modifications on or to any Lot. In addition, in no event shall DRC have any liability whatsoever to an Owner, a Contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered because of the approval, disapproval or conditional approval of any plans by the DRC. Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, Applicant and Contractor acknowledge that (a) neither NCHOA nor the DRC—or their directors, officers, committee members, staff or volunteers—possesses professional experience in the matters within its jurisdiction and, therefore, (b) the Association and the DRC—and their directors, officers, committee members, staff or volunteers— perform their respective functions pursuant to these Standards as volunteers, (c) neither Applicant nor Contractor shall rely upon NCHOA or the DRC—or their directors, officers, committee members, staff or volunteers—to monitor, oversee, inspect or otherwise ensure compliance of Applicant and Contractor with any Declaration, these Standards, the Rules and Regulations or applicable codes, regulations or laws, and (d) the Association and the DRC disclaim all warranties, representations and guaranties, whether express or implied (including, but not limited to, all implied warranties and all representations and warranties as to merchantability or fitness for any particular purpose) related thereto.

## **2.0 DESIGN APPROVAL PROCESS**

### **2.01 DRC Review and Approval**

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



- A. Compliance with Deed restrictions. Specifically, the Member must conform to minimum square footage and utilization of natural materials (wood, stone, bark, etc.) on exterior surfaces. Pre-manufactured / pre-fabricated homes are prohibited.
- B. Preservation of the natural character of the building site to the extent possible.
- C. Emphasis on aesthetics of exterior architecture.
- D. Roof pitch compatibility with community architecture. Minimum 8/12 pitch required on main building structure.
- E. A drainage and erosion control plan including use of silt fencing.

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

- A. Materials, textures, colors and finishes.
- B. Continuity between primary design elements and secondary surface treatments.

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

## **2.02 Architectural Review Requirements**

The Applicant must submit final construction plans, evidence of insurance, material samples, product photos or brochures, septic permit and color chips as

follows:

- A. Site Plan, including house location by scale within the Building Envelope and a topographical survey showing current topography of the site as well as proposed topographical changes to the site and how the finished grades affect adjacent property, roadways, culverts, and waterways.
- B. Insurance certificates (builder's risk, liability for site and common areas, workers compensation). Contractor, Owner / Member is responsible for ensuring that all subcontractors carry adequate liability and workers compensation insurance or are adequately covered under Contractor and or Member / Owner policy(s).
- C. Septic Permit including area allotted for repeat system (TDEC)
- D. Floor plans.
- E. Building sections and wall section details.
- F. Exterior elevations (all sides).
- G. Roofs: structure, materials, color.

- H. Exterior Walls: structure, materials, color.
- I. Fascia and trim: construction materials, color.
- J. Doors/garage doors: specifications, materials, color.
- K. Patio/decks/screened porches: structure, materials, finish.
- L. Fences/walls: structure, materials, proposed color.
- M. Driveways: materials, finish, and colors where appropriate. A bond covering the proposed cost to install driveway must be included (which may include excavation costs to adequately manage water runoff / drainage).
- N. Proposed sub-surface drainage system and locations.
- O. Proposed accessory structures.

### **2.03 Approval by DRC**

Approval by the DRC shall in no way relieve the Contractor or Member/Applicant of their responsibility and liability for adherence to all applicable Federal, State or County laws, rules, regulations, ordinances, and codes. All such approvals MUST be obtained prior to DRC approval. The DRC will review all design documents, sample materials and color chips. All copies of plans shall be signed and dated by the Contractor and DRC. If there is a difference between the approved plans and the written application, the plans shall be the standard. One set of DRC approved plans shall be returned to the Contractor with DRC comments.

### **2.04 Variances**

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

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

### **2.05 Periodic Observation**

The DRC reserves the right, but is not obligated, to periodically observe construction projects in progress to attempt to determine whether the construction is in conformance with approved design documents and materials and compliance with these Standards. All Members/Applicants agree to cooperate fully with the DRC and grant access as required. DRC Representatives will review cleanliness of the work site, adherence to permits, water/silt/soil runoff and silt fencing as required, conformance to approved plans, adherence to acceptable construction practices and standards and appropriate on-site vehicle parking.

### **3.0 DRC SPECIFIC POLICIES**

#### **3.01 All Improvements Subject to Approval**

Except in compliance and conformance with and pursuant to plans and specifications therefore, which shall first have been submitted to and reviewed and approved in writing by the DRC:

- A. No construction, which term shall include within its definition staking, clearing, excavation, grading and other site work, and no plantings or removal of plants, trees, or shrubs shall take place.
- B. No building structures, walls, fences, pools, decks, patios, porches, carports, paving, driveways, sidewalks, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether timely, decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Property.
- C. Nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) be made or undertaken upon any of the Property.

#### **3.02 Standards for Review and Approval**

The DRC shall have exclusive jurisdiction over all construction or improvements on any portion of the Property including, without limitation the activities set out in Section 3.01 of this Manual. The DRC shall utilize a tiered approval process for approvals. The DRC Chairperson is the first contact for approval. In the event the DRC Chairperson is unavailable, approvals can be pursued through an available DRC member. The purpose of the tiered approval process is to facilitate expedient response to approval requests.

#### **3.03 Duration of Approval**

Any approval of plans, specifications and other materials, by the DRC, shall be effective for a period of one (1) year from the effective date of Such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission

and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the DRC on resubmission in any respect.

### **3.04 Interior Alterations Exempt**

Approval of the DRC of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement is not required unless the proposed interior construction or alteration will have the affect of changing or altering, the exterior appearance of such building, structure or other improvement.

### **3.05 Waivers, Exceptions and Variances by the DRC**

Notwithstanding anything to the contrary which set forth in or which may otherwise be implied from the terms and provisions of the Declaration, the DRC shall have the right and privilege, but not the obligation, upon the showing of good cause therefor, to (a) grant waivers with respect to any existing or proposed deviation from, or violation or infraction of, the building restrictions specified in this Design Review Manual, or the Declaration, in the reasonably exercised good faith judgment and discretion of the DRC, if the DRC shall determine or decide that such deviations, violations or infractions are de minimis, minor or insignificant, (b) grant waivers of, exceptions to, or variances from, the building restrictions specified in this Design Review Manual, or the Declaration where special conditions or circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lot(s) (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any such building restriction to a particular lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the owner(s) thereof specific rights which are generally enjoyed by other Lots and Owner(s); it being expressly provided, however, that, in all cases, the DRC, in its exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion, determine and decide that its grant of any such waiver, exception or variance shall not result in, be, or constitute a significant deviation of or a derogation from (a) the uniform plan of development for the Property, (b) the high architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (c) the objects and purposes of the Declaration. To the extent that any such waiver, exception or variance is granted in a particular instance or in respect to any particular Lot(s) or improvement(s) pursuant to the provisions of the Declarations and the Design Review Manual, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot(s) or improvement(s).

### **3.06 Exculpation for Approval or Disapproval of Plans**

Neither the Design Review Committee, nor any officer, director, employee, agent or Member of the Association, shall be liable or accountable in damages or otherwise, neither jointly or severally, to any Owner or other Person whatsoever for reason of or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of the Articles of Declaration, nor

for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval.

#### **4.0 GENERAL DESIGN STANDARDS**

##### **4.01 Residential Dwellings**

Each residential dwelling installed or constructed on the Property shall have a minimum heated and cooled living area of 1250 square feet on the main level. Dwellings are limited to three (3) stories in height.

##### **4.02 Materials**

Any structure constructed on any Lot covered by the Declarations must be of high quality construction, both as to materials and workmanship. Dwellings must be constructed of, or a combination of the following: log, log siding, wood siding, or stone (exclusive of soffits and trim such as doors, windows, garage doors). Exposed basement walls visible from the road (poured, block, manufactured) must be covered with stone (real or engineered) and / or wood.

##### **4.03 Setbacks**

All buildings constructed on any Lot shall not be less than twenty (20) feet from each property line. Special exceptions to such specifications may be approved by and within the discretion of the DRC upon a showing of good cause and negligible impact to adjacent Lots.

##### **4.04 Driveways**

All driveway surfaces, including turnarounds and parking areas must be paved.

##### **4.05 Garages and Outbuildings**

Detached garages and other outbuildings constructed on Lots shall be no larger in area than 30% of the dwelling located on such Lot. Detached garages and outbuildings must be architecturally compatible with the primary dwelling (materials, color, roof, etc). Free Standing Car Ports are not allowed.

##### **4.06 Drainage**

All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas, or Common Area in the manner to be approved by the DRC, and in accordance with the Master Surface Water Management System. Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Lot or the Common Facilities unless a drainage easement shall exist therefor. No Owner shall be permitted to alter the grade of or original drainage plan for any Lot, or change the direction of, obstruct or retard the flow of surface water drainage, nor shall any owner alter or remove any drainage or environmental berm on

any lakefront, Lot or portion of the Property abutting the Common Facilities, or divert any storm water drainage over, under, through or around any such berm or swale.

#### **4.07 Walls and Fences**

Other than those constructed by the Association, no fences or walls shall be erected unless approved in writing by the DRC. The height and material of all walls or fences shall be subject to the control and approval of the DRC.

#### **4.08 Signs**

No sign of any kind shall be erected by an owner within the Property without the prior written consent of Board of Directors other than a single "For Sale" sign no larger than 24" x 24". Any sign erected without permission may be removed by the Association at Owners expense.

#### **4.09 Trees**

No trees shall be removed from any Lot or any portion of the Property, without prior consent of the DRC (dead trees are exempt and can be removed without DRC approval). Such approval shall be reasonably given if such removal is necessary in connection with the location of the main residential dwellings or other improvement on a particular Lot or any portion of the Property, where the preservation of any tree would work a hardship or require extraordinary design measures in connection with the location of such dwelling(s), or other improvement on the Lot or any portion of the Property. Approval to remove trees shall be sought at the same time as construction plans are submitted to the DRC for approval.

#### **4.10 Exterior Lighting**

Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot or other portion of the Property shall be designed and installed so as to avoid visible glare (direct or reflected) being seen from street or road rights-of-way, other Lots, Common Areas or Common Facilities. Night / Dark Sky rated lights are required on main structures. Lighting shall not be permitted to remain illuminated. To minimize the harmful effects of light pollution, lighting should:

- a) Only be on when needed, or required for safety
- b) Only light the area that needs it
- c) Be no brighter than necessary
- d) Minimize blue light emissions
- e) Be fully shielded (night / dark sky rated)

Special exceptions to such specifications may be approved and within the discretion of the DRC upon a showing of good cause (such as landscape and sign lights).

#### **4.11 Common Wells**

Lots shall be required to obtain water from the Common Well(s). Private wells are prohibited.

## **5.0 CONSTRUCTION PROCESS**

### **5.01 Permitted Construction Hours**

Construction hours shall be defined as:

- 7:30am to 7:00pm, Monday – Friday
- 7:30am to 5:00pm on Saturdays

No construction is permitted on Sundays or Holidays. Holidays are defined as:

- New Years Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving
- Christmas

### **5.02 Construction Site Maintenance**

All sites must be maintained in a clean and orderly condition. Note: The Contractor is responsible for his own activities and those of all subcontractors.

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

**5.02.2** All port-a-johns shall be sited well off roadways and near the construction site.

**5.02.3** Burying of debris is prohibited.

**5.02.4** Construction personnel must give due consideration to adjoining Member's property when parking. Parking should be on the Lot where the construction is taking place whenever possible.

**5.02.5** If a vehicle or trailer is left overnight, it shall be parked well off the roadway and must be removed when no longer required.

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

**5.02.7** Contractors shall be responsible for the repair of any damage to adjacent property occurring during construction.

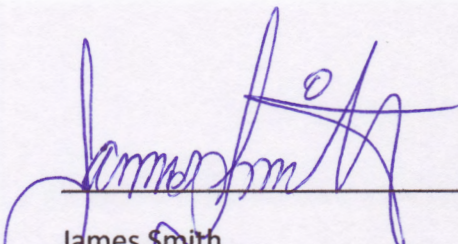
### **5.03 Site Preparation and Drainage**

**5.03.1 Erosion Protection:** Contractor shall install prior to commencement of construction activities crusher run on driveway adequate to prevent erosion. Silt, sand

or dirt that migrates to road surfaces during construction must be regularly cleaned. Silt fencing is required to prevent sedimentation and soil erosion.

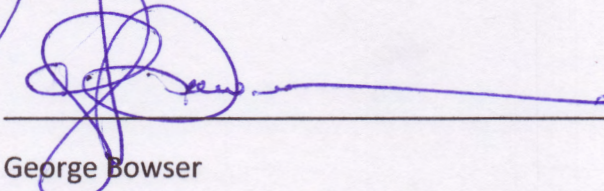
**5.03.2 Road Cuts:** If construction requires the contractor to cut into, under or across any Association road or right-of-way, the Contractor is completely responsible for repair satisfactory to the DRC.



 5/14/2020

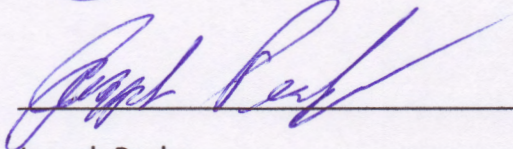
James Smith

President, NCHOA



George Bowser

Vice President & Secretary, NCHOA



Joseph Pecko

Treasurer, NCHOA