

Lakewood Ranches Property Owners Association Humphreys County, TN

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1. PREFACE

1.1. Establishment of the ARC: The Architectural Review Committee (ARC) was established in the LWR Covenants Article VI which sets forth its membership, purpose, organization, operation, procedures, expenses, and responsibility to maintain this document. A very thorough review of the LWR Covenants is required in order to gain a full understanding of how the ARC functions.

1.1.1. Membership Clarifications:

1.1.1.1. All members of the ARC shall be members in good standing with the Association.

1.1.1.2. All ARC members must be residents of LWR or be willing to travel to perform ARC business.

1.1.1.3. In the event that the ARC determines additional ARC members would significantly improve the ARC's ability to meet the needs of the Community, the ARC may identify and nominate additional members, who are in good standing with the Association, for approval by the Board.

1.2. Covenant Restrictions, Easements, and Requirements: The Covenants Articles V, VII, VIII, and IX establish the majority of restrictions within the LWR Community. As such, a very thorough review of the Covenants is required to fully understand all of the restrictions and requirements within the community.

1.3. Purpose of Architectural Guidelines: The purpose of the AG's are to amplify or clarify requirements in the Covenants and provide additional information such as ARC procedures, submittal requirements, forms to be used, and contractor behavior during construction. The Covenants' provisions will prevail in the event of a conflict between documents.

2. ADMINISTRATION OF ARC

2.1. ARC Officers: The ARC will elect officers per Covenant Section 6.01.1, 6.03.1 and 6.03.2.

2.2. Meetings: The ARC will conduct regular monthly meetings providing there is business to conduct. The date, time, and location shall be chosen at the initial meeting each year. The ARC may conduct special meetings upon three (3) days notification by the Chairperson of the date, time, and place of the meeting.

2.3. Decisions: ARC decisions on resolutions (including recommendations for variance approval by the Board), approvals, approvals with conditions, and disapprovals are made by vote of a quorum as prescribed in Covenants section 6.03.4.

2.3.1. In the event of a tie vote on a decision, the vote of the chairperson shall be weighted by a factor of 1.5 so as to allow the chairperson to cast the deciding vote.

2.3.2. All decisions of the ARC will be final unless appealed pursuant to the appeals procedures set forth in Section 2.4 below.

2.4. Decision Appeals

2.4.1. If an applicant believes that the decision of the ARC is contrary to the LWR Documents or is otherwise in error for any reason, or if the applicant is unable to comply with the requirements of the ARC, he/she may request a hearing before an Appeals Board.

2.4.2. The request for a hearing must be made in writing to the chairperson of the ARC and be postmarked or hand delivered within thirty (30) days of the date that the applicant was notified of the ARC decision. Untimely appeals will only be considered upon the unanimous vote of all members of the ARC.

2.4.3. The ARC chairperson shall schedule a meeting of the Appeals Board within fifteen (15) days of receipt of the request for the hearing or as soon thereafter as is reasonably possible.

2.4.4. The ARC Appeals Board will consist of three (3) members, two (2) of who shall be selected from the ARC Appeals Pool, and one of whom shall be a Board member.

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- 2.4.5. The ARC Appeals Pool is maintained by the ARC Chairperson and is a pool of not less than 5 members of the association who are in good standing with the association, and who stipulate that they have read and have a general understanding of the Covenants and the AG's. Any association member that is not currently serving on the Board or the ARC may submit their name to the ARC for nomination to the ARC Appeals Pool. All ARC nominations to the Appeals Pool require approval by the Board of Directors and serve at the discretion of the Board.
- 2.4.6. Selection of Appeals Board Members
- 2.4.6.1. The first member of the ARC Appeals Board is selected by name from the ARC Appeals Pool by the appeals applicant.
- 2.4.6.2. The second member of the ARC Appeals Board is randomly (blindly) selected from the ARC Appeals Pool by the appeals applicant in the presence of the ARC chairman.
- 2.4.6.3. The third member of the ARC Appeals Board is randomly (blindly) selected by the appeals applicant from the Board of Directors in the presence of the ARC chairman.
- 2.4.7. The ARC Appeals Board may request consultation of other professionals, as it deems necessary. These professionals will not have a vote in the appeals decision.
- 2.4.8. The ARC Appeals Board will conduct a review of the items/issues that are being appealed by the applicant, at which time, the applicant will be given the opportunity to address the issue(s) using whatever documents, visual aids or consultants he/she feels appropriate.
- 2.4.9. All ARC Appeals Board Members must be present to have a quorum.
- 2.4.10. The majority vote of the Appeals Board will determine an appeal disposition. The applicant shall be notified in writing of the outcome of the appeal within seven (7) days of the Appeals Board vote.
- 2.4.11. The Appeals Board shall have no authority to issue a decision that is contrary to the LWR Documents.
- 2.4.12. All decisions of the Appeals Board will be final.
- 2.5. Document Control: LWR Covenants Section 6.10 establishes a requirement for the ARC to develop a document control system to maintain records for the ARC.
- 2.5.1. The Covenants and/or Architectural Guidelines require the following documents and written communication to be maintained by the ARC:
- Architectural Guidelines (LWR Covenants Section 6.02)
 - ARC Opinion (AG Section 3.1)
 - Submission Approvals (AG Section 3.5)
 - Variance Approval (LWR Covenants Section 8.23, AG Section 3.6.3)
 - Construction Extension (AG Section 3.6.4)
 - ARC Decision Agreement (AG Section 3.7.4)
 - Submittal Plans (AG Section 4.5.4)
 - Non-Compliant Sign Notification (AG Section 5.5.3)
 - ARC Appeals Board Request (AG Section 10.2)
- 2.5.2. The ARC maintains all documents and written communications as follows:
- 2.5.2.1. To Be Developed
- 2.6. Fees and Deposits
- 2.6.1. An ARC Submittal Fee of One Hundred Fifty (\$150) Dollars is payable at the time of the first plan submission.
- 2.6.2. If major modifications of an approved plan are submitted by the applicant/owner, an additional fee of fifty (\$50) dollars may be required by the ARC.
- 2.6.3. The application fee may be increased or decreased from time to time as prescribed in the Covenants Section 6.04.1.

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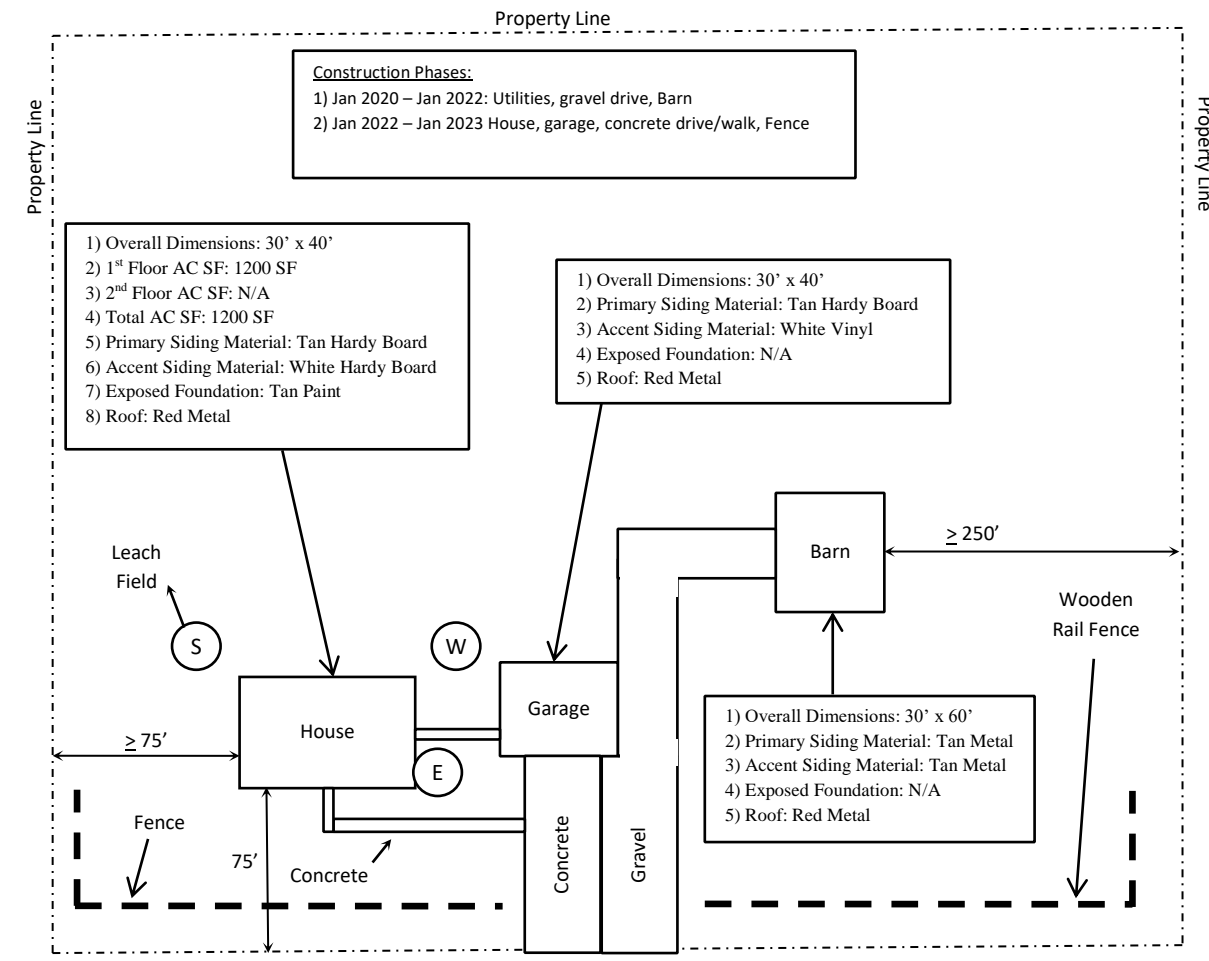
- 2.6.4. A Construction Deposit of \$500 is required prior to start of construction.
- 2.6.4.1. The Construction Manager (“CM”) as defined in section 3.3.1 is required to post a \$500 security deposit for each Building Site he/she is responsible for. This deposit is to assure adherence to rules and regulations covered in Section 8 of this document.
- 2.6.4.2. Any fees assessed against a CM will be drawn from this deposit, and the CM shall replenish the security deposit within ten (10) days of depleting 80% of the original balance. In the event that the CM does not replenish the deposit as required, all workers for the construction site will be barred from the subdivision until the deposit is replenished.
- 2.6.4.3. Upon completion of the construction project and clean-up of trash from the construction lot and adjacent lots, the remaining security deposit funds will be returned to the CM.

3. LOT DEVELOPMENT PLANNING

- 3.1. Develop a Site Plan: A complete, well drawn site plan will provide most of the information required by the ARC to approve your submittal. Site plans do not have to be to scale and do not need to be computer generated. A site plan must include complete and accurate information whenever possible. The following items (if applicable) are shown on a site plan: easements, driveway, parking area, sidewalks, house, well, septic tank and leach field, electrical service line, garage, outbuildings, propane tank, mailbox, flag poles, antennas, satellite dishes, sculptures, fountains, pools, landscaping areas, garden walls, fencing, and any other significant structures.
- 3.1.1. Site Plan Format: A guide to information required and sample site plan are provided.
- 3.1.1.1. Primary Residence:
- Use a simple rectangle with arrows and dimensions to show the location of the house. If the exact location is not known, use “greater than” distances to show that setbacks will be met.
 - Square footage provided must be air conditioned (AC) space only.
 - The type of material and color must be provided for siding, exposed foundations, and roofing.
- 3.1.1.2. Utilities: Shown as circles with a single letter. “W” is used for the well, “S” is used for the septic with an arrow to show direction of flow to the leach field, and “E” is used for the electric meter. A general location is sufficient for utilities so no dimensions are required.
- 3.1.1.3. Outbuildings: This includes detached garages, barns, storage buildings, etc. and is represented like the house with overall dimensions but square footage details are not required.

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SAMPLE SITE PLAN



3.2. Perform Site Plan Reviews: The following reviews of a site plan will ensure a successful build.

- 3.2.1. Preliminary ARC Review: optional review that would allow the ARC to render an opinion as to whether or not a particular design would be acceptable. Any comments/opinions of ARC members will be strictly non-binding and are offered only to help the owner further refine their plan. Owners also gain perspective from the ARC members experience with previous development.
- 3.2.2. Humphreys County Health Department: required to obtain a permit for construction of the well and septic system.
- 3.2.3. Meriwether Lewis Electric (MLEC): required to determine the cost and schedule for the installation of electrical service.
- 3.2.4. Various Contractors: required to obtain cost and schedule estimates for the plan.

3.3. Develop a Construction Plan: A construction plan is essential to a successful build because it defines who manages the work, when work gets done, and when ARC approvals will be required.

- 3.3.1. Choose the Construction Manager (CM): the CM is the primary point of contact for the ARC during construction and has specific responsibilities. Either the owner or a Builder (ref: Covenant Section 2.05) selected by the property owner will act as the CM. The owner is responsible for verifying the license, certificate of insurance, financial standing, and references for any Builder. If

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the owner is not acting as the CM, the ARC will make every attempt to ensure that the owner is aware of all interactions with the CM.

- 3.3.1.1. The CM is responsible for ensuring that construction on the lot matches the plan that was submitted to and approved by the ARC.
- 3.3.1.2. The CM is responsible for ensuring that all his/her direct employees and his/her sub-contractors and their employees adhere to all of the rules within this document and the LWR Covenants. The CM is required to sign the Contractor Department Agreement (Appendix 1) to attest that he/she has read, understands, and will comply with the expectations for contractor behavior and the potential fines for non-compliance).
- 3.3.1.3. The CM is responsible for the construction deposit defined in section 2.6.4 above.
- 3.3.1.4. The CM is responsible for adherence to all Federal, State of Tennessee, and Humphreys County construction requirements, including but not limited to Humphreys County Health Department well and septic system approval and Tennessee Department of Environment and Conservation Storm Water Pollution Protection Plan (SWPPP) approval.
- 3.3.2. Define Construction Phases: Owners may choose to develop their lot in phases, such as the examples below. If an owner wishes to build in phases, the phases, timing of the phases, and the general scope of work for each phase must be included in the site plan. ARC reviews and approvals for all phases defined in the plan are covered by the ARC submittal fee. The ARC will also use this information to evaluate continuity of construction for the plan as defined in Covenant Section 8.23.
 - 3.3.2.1. Lot Clearing: a first step to remove extensive vegetation that interferes with the ability to develop a site plan. A driveway may or may not be included.
 - 3.3.2.2. Access and Utilities: provides a driveway, well, septic system, and power to the lot. Typical starting point for an owner that needs access and utilities to spend time on site finalizing lot development plans.
 - 3.3.2.3. Garage or Barn: A first step of building construction that can provide storage of equipment on the lot and temporary quarters during construction of a primary residence.
 - 3.3.2.4. Primary Residence: last step of construction on the lot which includes all landscaping and ancillary items on the lot.
- 3.3.3. Plan for Construction Requirements: The start of construction creates additional requirements that must be identified and included in the site plan.
 - 3.3.3.1. Trailer use as a temporary residence and for the purpose of securing construction tools, materials, etc. are acceptable during the construction period but must be approved by the ARC. Site plans must include the size, location, and brief description of any trailers. Trailers must be removed promptly upon completion of construction.
 - 3.3.3.2. Portable outdoor toilet facilities are required during construction. They may not be set in place prior to final construction approval, must be placed only in a location approved by the ARC, and must be removed promptly upon completion of construction.
- 3.3.4. Update the Site Plan: Verify the original site plan has been updated to include all requirements for construction that require approval by the ARC.

4. PLAN SUBMITTAL AND APPROVAL

- 4.1. Submittal Requirements: The following documents, fees, and deposits must be included when submitting a plan to the ARC for approval. The ARC will approve or disapprove the submittal based on the current LWR requirements.
 - 4.1.1. ARC Submittal Application and Fee: the application is available on the owner portal or from an ARC member. The ARC Submittal Fee is specified in Section 2.4.1 of this document.

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- 4.1.2. Contractor Department Agreement and Deposit: the agreement is available on the owner portal or from an ARC member and must be signed by the CM (see Section 3.3.1.2 above) who is responsible for contractor department. The amount of the deposit is specified in Section 2.4.4 of this document.
- 4.1.3. Site Plan: The site plan with all requirements of Sections 3 above.
- 4.1.4. Humphreys County Septic and well approval.
- 4.1.5. Primary Residence and Outbuilding Drawings: these drawings are typically provided by the builder and confirm site plan information on square footage, materials of construction, etc. These drawings also provide a visual representation of the building with elevation views, design of primary vs. secondary/accent siding, porches, foundation treatments, etc.
- 4.1.6. Vinyl manufacturer's specification sheet and installation instructions for the specific brand of vinyl siding and trim to be used are required for submittals with vinyl siding.

4.2. Submittal to the ARC

- 4.2.1. Plans must be submitted to an ARC member at least fourteen (14) days prior to the scheduled ARC Meeting to allow time for a thorough review. Any incomplete submission will be rejected.
- 4.2.2. The fourteen (14) day advance submission requirement may be waived for plans submitted to special meetings upon approval of the Chairperson.
- 4.2.3. Plans will be stamped as to the time and day of receipt.
- 4.2.4. The one (1) set of plans received by the ARC will be retained as part of a permanent record. Special visual aids, such as models, slides, etc., may be reclaimed by the applicant.
- 4.2.5. Applicants may have returned to them a copy of plans reviewed by the ARC with appropriate markings to amplify ARC comments or recommendations. Markings on plans so received will not bind the ARC to any design indicated thereon but is offered only as advisory comments.

4.3. ARC Approval

- 4.3.1. All approvals by the ARC will be in writing; verbal approvals have no standing and are not binding.
- 4.3.2. Approval by the ARC presumes compliance with all county and state building ordinances.
- 4.3.3. Approval by the ARC presumes compliance with all requirements of the Covenants and AG's, until and unless the owner receives a written variance from the ARC.
- 4.3.4. At times, the ARC may require applicants to acknowledge receipt of ARC decisions and agree in writing to comply with ARC requests and stipulations before lot clearing or construction may proceed.
- 4.3.5. ARC approvals expire one (1) year (365 days) from the approval date. In the event that construction is delayed and construction will not begin prior to the expiration date of the approval, an owner may request an extension for the approval.
- 4.3.6. If construction has not started prior to the approval expiration date and the owner has not received approval of an extension, the owner must resubmit the plan for ARC approval. The resubmission will be subject to the rules and regulations in force at the time of the resubmission. A new application fee will be required if more than two (2) years (730 days) has elapsed from the original approval.

5. CONSTRUCTION EXECUTION

5.1. Start of Construction:

- 5.1.1. Construction may not start without written approval of the ARC.

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- 5.1.2. The start of construction date is defined to be the day when any work associated with an approved project commences at the job site; e.g., start of lot clearing.
 - 5.1.3. By starting lot clearing and/or construction, the lot owner acknowledges receipt of ARC decisions and agrees to comply with ARC requests and stipulations provided in the ARC approval document and its attachments.
 - 5.1.4. At times, the ARC may require applicants to acknowledge receipt of ARC decisions and agree in writing to comply with ARC requests and stipulations before lot clearing or construction can proceed.
 - 5.2. Continuity of Construction: LWR Covenants Section 8.23 sets forth requirements for timely completion of construction on a build site and should be reviewed by owners and/or CMs.
 - 5.3. ARC Reviews: The ARC will periodically review the building site to verify that the design is according to the plans approved by the ARC and that the Architectural Guidelines are being adhered to. When construction has been done contrary to approved plans, the ARC may force removal of the improvement, reconstruction to meet the approved plan, or any other action the ARC deems is appropriate, including fines.
 - 5.4. Construction Completion: Upon notification from the CM that all construction has been completed on the build site, the ARC will review the build site for trash pickup, removal of portable toilet facilities and equipment, repairs to adjacent lots and/or common areas, etc. Upon agreement that construction and the appropriate cleanup have been completed, the ARC will refund any remaining funds in the CMs deposit.
6. **STANDARDS OF DESIGN AND CONSTRUCTION**
- 6.1. Antennas: See Covenant Section 8.12
 - 6.1.1. Exterior antennas and aerials require ARC approval.
 - 6.2. Architectural Standards: See Covenant Section 6.02.1
 - 6.2.1. All construction must comply with aesthetic standards established by the ARC.
 - 6.2.2. Exterior finish materials must be earth-tone in color. Acceptable materials include but are not limited to wood, log, brick, stone, cement (hardy plank), and vinyl. All exterior finishes must be approved by the ARC prior to installation.
 - 6.2.3. All vinyl siding must be premium grade or higher (> 0.048" thick) and rated to withstand >105 mph winds.
 - 6.2.4. Exposed concrete block and aluminum are not acceptable as the primary finish material. Aluminum may be used as an accent.
 - 6.2.5. The exterior of all buildings must be maintained such that rot, missing bricks or stone, mold, mildew, holes, cracks, etc. are not present on the exterior of the building.
 - 6.3. Artificial Vegetation: See Covenant Section 8.05.1
 - 6.4. Barns: See Covenant Section 8.08.2
 - 6.5. Basketball Courts: See Covenant Section 8.16
 - 6.5.1. Basketball goals installed on a driveway are not subject to Covenant Section 8.17 that pertains to the installation of an entire court structure. Basketball goals may be installed on a driveway without specific ARC approval.
 - 6.6. Carports: See Covenant Section 8.02.1
 - 6.7. Chicken Coup: See Covenant Section 8.09
 - 6.8. Clothes Lines: See Covenant Section 8.13
 - 6.9. Dock: See Covenant Section 9.01

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- 6.10. Double Wide Homes: See Covenant Section 8.07 (c)
- 6.11. Drainage: See Covenant Section 8.20
- 6.12. Driveways:
 - 6.12.1. Setbacks do not apply to driveways; however, approval of a driveway does not waive applicable easement rights.
 - 6.12.2. All driveways shall be surfaced with rock, asphalt, or concrete.
- 6.13. Earth Homes: See Covenant Section 8.08 (c)
- 6.14. Easements: See Covenant Article V and Covenant Section 8.28
- 6.15. Fences:
 - 6.15.1. All fences must be approved by the ARC. They will be approved or disapproved on a case by case basis and no approval shall constitute a precedent for future requests.
- 6.16. Flag Poles: See Covenant Section 8.05.1
- 6.17. Flood Requirements:
 - 6.17.1. All residential structures constructed on a lot must be above the floodplain of Lakewood Ranches in accordance with FEMA.
- 6.18. Flower Beds: See Covenant Section 8.05 and 8.11
 - 6.18.1. ARC approval not required.
- 6.19. Fountains: See Covenant Section 8.05.1
- 6.20. Garage Alteration: See Covenant Section 6.02.2 and 7.02
 - 6.20.1. Any modification to a garage that changes the exterior walls and/or roof must be approved by the ARC.
- 6.21. Garbage Can Storage Area: See Covenant Section 8.13
- 6.22. Garden Walls:
 - 6.22.1. All garden walls must be approved by the ARC. They will be approved or disapproved on a case by case basis and no approval shall constitute a precedent for future requests.
- 6.23. House Numbers: See Covenant Section 8.22
- 6.24. Irrigation Systems: See Covenant Section 8.17
- 6.25. Landscaping: See Covenant Section 8.05 and 8.23
 - 6.25.1. Landscaping design does not require ARC approval.
- 6.26. Log Homes: See Covenant Section 8.07 (c)
- 6.27. Mail boxes: See Covenant Section 8.22
 - 6.27.1. Mail boxes must conform to USPS requirements and are preferred to be mounted on a wooden post.
- 6.28. Mobile Homes: See Covenant Section 8.07 (c)
- 6.29. Modular (Prefabricated) Homes: See Covenant 8.07 c)
- 6.30. Overhead Wires: See Covenant Section 8.29
- 6.31. Parking Area Location: See Covenant Section 8.02.4 (b)
- 6.32. Pickleball Court: See Covenant Section 8.16
- 6.33. Pier: See Covenant Section 9.01

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- 6.34. Portable Outdoor Toilet Facilities:
- 6.34.1. Portable outdoor toilet facilities are required during construction.
 - 6.34.2. The location of a portable outdoor toilet facility must be approved by the ARC.
 - 6.34.3. Portable outdoor toilet facilities may not be put in place until the ARC has given written approval to start construction, and must be removed promptly upon construction completion.
- 6.35. Recreational Vehicles: See Covenant Section 8.02.2
- 6.36. Satellite Dishes: See Covenant Section 8.12
- 6.36.1. Satellite dishes ≤ 36 " in diameter are to be located as directed by the satellite company's representative to ensure quality of reception. A location out of site of the main road is preferred.
 - 6.36.2. Satellite dishes ≥ 36 " require ARC approval.
- 6.37. Sculptures: See Covenant Section 8.05.1
- 6.38. Septic System: See Covenant Section 8.27
- 6.39. Setback Lines: See Covenant Section 8.25
- 6.40. Signs: Covenants Section 8.04 gives the ARC responsibility for signs.
- 6.40.1. Homeowner Signs: ARC approval is not required for signs placed on a property by the property owner but the following requirements must be met:
 - a) Political signs are not permitted in the community.
 - b) Signs identifying the owner of a property are encouraged.
 - c) Home protection signs should be limited to one in front and one in back of the house.
 - d) Signs must have an aesthetic design and blend with the surroundings; natural wood sign posts are preferred.
 - e) Property owners are responsible for the maintenance and appearance of all signs on their property.
 - 6.40.2. Construction Related Signs: ARC approval is required and signs must meet the following requirements:
 - a) Signs may only be placed on a building lot after ARC approval to commence construction and must be removed promptly upon completion of construction.
 - b) Only one (1) construction related sign may be placed on a lot.
 - c) Signs must have an aesthetic design and blend with the surroundings, sign posts are preferred to be natural wood.
 - d) Signs may name the general contractor/architect and may contain company logos.
 - e) Subcontractors, including landscaping firms, will not be permitted to have signs on a site.
 - 6.40.3. Non-Complying Signs (ref: Covenant Section 8.04):
 - a) The ARC may immediately remove construction related signs that have not been approved or that do not meet requirements above.
 - b) The ARC may remove owner placed signs that do not meet the requirements above or that have not been properly maintained after five (5) days written notice to the owner.
- 6.41. Size Requirements: See Covenant Section 8.07
- 6.42. Solar Systems: See Covenant Section 8.31
- 6.43. Storage Buildings: See Covenant Section 8.08.1
- 6.44. Swimming Pools: See Covenant Section 8.16
- 6.45. Tank Placement: See Covenant Section 8.13
- 6.46. Temporary Structures: See Covenant Section 8.19
- 6.47. Tennis Courts: See Covenant Section 8.16

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- 6.48. Tents: See Covenant Section 8.19
- 6.49. Trailers: See Covenant Section 8.19
 - 6.49.1. Trailer use as a temporary residence and for the purpose of securing construction tools, materials, etc. are acceptable during the construction period but must be approved by the ARC.
- 6.50. Turnarounds:
 - 6.50.1. Setbacks do not apply to turnarounds; however, approval of a turnaround does not waive applicable easement rights.
 - 6.50.2. All turnarounds shall be surfaced with rock, asphalt, or concrete.
- 6.51. Utility Shed: See Covenant Section 8.19
- 6.52. Wells: See Covenant Section 8.26
- 6.53. Workshops: See Covenant Section 8.08.1

7. ENFORCEMENT OF THE DECLARATION

- 7.1. The ARC will have the responsibility of enforcing all provisions of the Covenants and Architectural Guidelines as they pertain to the ARC.
- 7.2. Violations requiring immediate action will be handled by the ARC. Unresolved violations of Covenants and Architectural Guidelines will be submitted to the Board of Directors.

8. CONTRACTOR DEPARTMENT

- 8.1. LWR Covenants Section 7.03 “Deemed Nuisances”, Section 8.11 “Nuisance or Illegal Use” and Section 8.12 “Unsanitary Conditions” set expectations for offensive or unsightly conditions within the LWR Community. Contractors, sub-contractors, material delivery-men and any other agent of the owner doing business in LWR will be required to conduct themselves accordingly.
- 8.2. Contractors my work on any day from 7:00 A.M. - 7:00 P.M only.
- 8.3. Material deliveries may only be made during the normal working hours stated above. In the event of a need to deliver outside these normal working hours (i.e. interstate shipment of logs), a variance request may be submitted to the ARC to meet the specific need.
- 8.4. Keeping Roads Clean. All contractors performing work shall diligently try to minimize the amount of dirt and mud tracked onto roads during construction by limiting site access, providing temporary/permanent gravel covered access when required, etc. When unacceptable amounts of dirt have been tracked or washed onto the roads from a job site, the builder is responsible to see that it is cleaned up quickly.
- 8.5. Defacing Adjoining Properties or Public Areas. All contractors performing work shall not deface adjoining properties or public areas. This defacement (damage) includes, but is not limited to, damage caused by vehicles and debris.
- 8.6. Trash and Debris. Trash and debris on building sites shall be kept to a minimum and shall not become a nuisance to adjacent property owners or unsightly to the neighborhood.
- 8.7. Burning or Fires. Burning or fires in open areas are hereby prohibited without ARC approval. Small, contained fires are allowed, but must be controlled and extinguished when crews leave in the evening. In any case, toxic and noxious building materials including but not limited to: PVC pipe, roofing, shingles, and Styrofoam insulation may not be burned.
- 8.8. Payment of Contractor Fines. Contractor fines are due within fifteen (15) days of notification to the contractor. In the event that fines against a contractor are deemed uncollectible, the lot owner is responsible for payment.

Lakewood Ranches Architectural Guidelines

9. FINES

Violation	Fine
Failure to repair damage to the interior of or to the grass adjacent to the road on any lot other than the lot on which you have been approved to work within 15 days of completion of the approved project	\$200 per damaged lot plus cost to repair any damage. (Repairs will be made by the contractor hired to maintain the Sunset Bay Landscaping; cost will be what he charges.)
No silt fencing on construction site	\$100 initially. After 5 working days, \$30 per day until installed.
No trash container on site at commencement of construction	\$100 initially. After 5 working days, \$30 per day until installed.
No portable toilet on site at commencement of construction	\$100 initially. After 5 working days, \$30 per day until installed.
Unightly lot or debris not picked up. This included debris and/or damage to adjacent property or public areas	\$100 per occurrence plus cost of cleanup.
Unattended fires	\$100 per occurrence
Obnoxious noises (loud radios, etc.) Obnoxious behavior	\$100 per occurrence
Working during non-approved hours. (Approved Hours: Mon to Fri: 7 am to 7 pm, Sat: 8 am to 5 pm, No working Sun or Holidays)	\$100 per occurrence
Incomplete construction after a 12 month period	\$25 per day until completion
Construction is abandoned for more than 90 days	\$20 per day until resumption
Repair or reconstruction is not commenced within 180 days of loss/damage	\$25 per day until commencement of repair or reconstruction
Excess dirt/mud tracked onto roads (applicable if due diligence has not been exercised)	\$50 per occurrence plus cost of clean-up
Start of construction without ARC approval	\$200 per occurrence plus \$25 per day until unresolved issues are closed and written ARC approval is granted
Violation of Architectural Guidelines or non-compliance with said guidelines by an owner	Up to \$30 per day for each event of non-compliance or violation
Failure to repair of damage or destruction to improvement on a lot within 180 days of such damage or destruction; or abandoning repair work for a period of more than 90 days once repair work has started	Up to \$100 per day on lot owner until repair and reconstruction is commenced, unless the owner can prove to the satisfaction of the association that such failure is due to circumstance beyond the owner's control

10. AMENDMENT

10.1. The foregoing rules and regulations may be amended as prescribed in Covenants Section 6.05.

11. SEVERABILITY

11.1. This document shall not be rendered invalid or unenforceable should any of the provisions of this document or the application thereof be invalid or unenforceable for any reason and to any extent. These provisions, which are not invalid or unenforceable, shall be enforced to the greatest extent permitted by law.

Lakewood Ranches Architectural Guidelines

LWR AG APPENDIX 1: Contractor Department Acknowledgement and Agreement

ARCHITECTURAL REVIEW COMMITTEE SUBMISSION FORM

Contractor Department Acknowledgement and Agreement

PURPOSE: The Lakewood Ranches (“LWR”) Architectural Review Committee (“ARC”) requires the Construction Manager (“CM”) responsible for development on a LWR property to acknowledge that he/she has read and understands the expectations for worker behavior within the LWR community as well as the potential fines that can be levied against a contractor for non-compliance of the expectations. The CM is defined as the person with overall responsibility for construction on a lot. Typically this is either the owner of the lot or a general contractor hired by the owner to manage construction. This form documents the CM has read and understands to expectations for behavior in the LWR Community and the fines that can be levied against a contractor for non-compliance of the expectations.

DIRECTIONS FOR USE:

1. Read this document in its entirety.
2. Contact an ARC member for clarification if any of the information is not clear and understood.
3. Fill in the information below and include the document with the owner’s submittal to the ARC.

LWR Lot Owner _____
(Print)

LWR Lot # _____

CM: _____
(Print)

My signature on this form confirms that I have read, understand, and agree to the Lakewood Ranches Architectural Guidelines Contractor Department Acknowledgement and Agreement.

CM: _____
(sign)

Date: _____

Lakewood Ranches Architectural Guidelines

CONSTRUCTION MANAGER SELECTION AND RESPONSIBILITIES: LWR AG Section 3.3

3.3. Develop a Construction Plan: A construction plan is essential to a successful build because it defines who manages the work, when work gets done, and when ARC approvals will be required.

3.3.1. Choose the Construction Manager (CM): the CM is the primary point of contact for the ARC during construction and has specific responsibilities. Either the owner or a Builder (ref: Covenant Section 2.05) selected by the property owner will act as the CM. The owner is responsible for verifying the license, certificate of insurance, financial standing, and references for any Builder. If the owner is not acting as the CM, the ARC will make every attempt to ensure that the owner is aware of all interactions with the CM.

3.3.1.1. The CM is responsible for ensuring that construction on the lot matches the plan that was submitted to and approved by the ARC.

3.3.1.2. The CM is responsible for ensuring that all his/her direct employees and his/her sub-contractors and their employees adhere to all of the rules within this document and the LWR Covenants. The CM is required to sign the Contractor Department Agreement to attest that he/she has read, understands, and will comply with the expectations for contractor behavior and the potential fines for non-compliance (see Section 8 and 9 below).

3.3.1.3. The CM is responsible for the construction deposit defined in section 2.6.4 above.

3.3.1.4. The CM is responsible for adherence to all Federal, State of Tennessee, and Humphreys County construction requirements, including but not limited to Humphreys County Health Department well and septic system approval and Tennessee Department of Environment and Conservation Storm Water Pollution Protection Plan (SWPPP) approval.

CONSTRUCTION DEPOSIT: LWR AG Section 2.6.4

2.6.4. A Construction Deposit of \$500 is required prior to start of construction.

2.6.4.1. The Construction Manager ("CM") as defined in section 3.3.1 is required to post a \$500 security deposit for each Building Site he/she is responsible for. This deposit is to assure adherence to rules and regulations covered in Section 8 of this document.

2.6.4.2. Any fees assessed against a CM will be drawn from this deposit, and the CM shall replenish the security deposit within ten (10) days of depleting 80% of the original balance. In the event that the CM does not replenish the deposit as required, all workers for the construction site will be barred from the subdivision until the deposit is replenished.

2.6.4.3. Upon completion of the construction project and clean-up of trash from the construction lot and adjacent lots, the remaining security deposit funds will be returned to the CM.

Lakewood Ranches Architectural Guidelines

CONTRACTOR DEPARTMENT: AG Section 8

8. CONTRACTOR DEPARTMENT

- 8.1. LWR Covenants Section 7.03 “Deemed Nuisances”, Section 8.11 “Nuisance or Illegal Use” and Section 8.12 “Unsightly Conditions” set expectations for offensive or unsightly conditions within the LWR Community. Contractors, sub-contractors, material delivery-men and any other agent of the owner doing business in LWR will be required to conduct themselves accordingly.
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- 8.8. Payment of Contractor Fines. Contractor fines are due within fifteen (15) days of notification to the contractor. In the event that fines against a contractor are deemed uncollectible, the lot owner is responsible for payment.

Lakewood Ranches Architectural Guidelines

FINES: AG Section 9

9. FINES

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No trash container on site at commencement of construction	\$100 initially. After 5 working days, \$30 per day until installed.
No portable toilet on site at commencement of construction	\$100 initially. After 5 working days, \$30 per day until installed.
Unsanitary lot or debris not picked up. This included debris and/or damage to adjacent property or public areas	\$100 per occurrence plus cost of cleanup.
Unattended fires	\$100 per occurrence
Obnoxious noises (loud radios, etc.) Obnoxious behavior	\$100 per occurrence
Working during non-approved hours. (Approved Hours: Mon to Fri: 7 am to 7 pm, Sat: 8 am to 5 pm, No working Sun or Holidays)	\$100 per occurrence
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