

ARCHITECTURAL AND LANDSCAPE GUIDELINES

FOR JOY'S SERENITY POINT

Effective as of December 14, 2006

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1. Introduction.

1.1. Authority. These Guidelines are established by the Architectural Control Committee (the "ACC") pursuant to the Declaration of Covenants, Conditions and Restrictions for Joy's Serenity Point (the "Declaration"). Any capitalized terms in these Guidelines not defined herein shall have the same meaning as more specifically set out in the Declaration.

These Guidelines are in addition to specific construction and landscaping requirements that may be set out in the Declaration.

1.2. Applicability to All Lots. As to any Lot in Joy's Serenity Point, no Improvements may be commenced, erected or maintained until the ACC has given its written approval of Final Plans under Paragraph 3.2 below, and given its written Approval to Commence construction under Paragraph 3.3 below, pursuant to these Guidelines, including any amendments or revisions hereto in effect on the date such Final Plans are submitted to the ACC.

These Guidelines shall apply to all Lot Owners and builders at Joy's Serenity Point, and any reference herein to an "Owner" shall also apply to the Owner's builder and subcontractors.

1.3. Advisory Design Professionals. The ACC may retain an architect and/or other design and construction professionals to advise the ACC in the plan review and approval process. Lot Owners and builders may wish to consult with these professionals on a preliminary, informal basis with questions about the design intent of these Guidelines and their application to the overall design or design features of individual houses and landscaping.

Since these professionals will be advisors only, their views and opinions will be considered by, but will not be binding on, the ACC.

The ACC will make the names and telephone numbers of these professionals available on request.

1.4. Definition of "Improvements". The term "Improvements" shall mean and include any and all man-made changes or additions to a Lot, connecting to or appurtenant to a Lot or located within the boundaries of Lake Norman, including but not limited to the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, clothes lines, etc.), storage sheds or areas, piers, mooring posts, boat lifts, docks, boatslips, boathouses, roofed structures, parking areas, fences, "invisible" pet fencing, pet "runs", lines and similar tethers or enclosures, walls, landscaping (including cutting of trees), hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools, hot tubs, Jacuzzi, tennis' courts, tree houses, basketball goals, skateboard ramps and other sports or play apparatus, signs, exterior illumination and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. However, the definition of Improvements does not include the replacement or

repair of Improvements previously approved by the ACC, provided that such replacement or repair does not change exterior colors, materials, designs or appearances from that which was previously approved by the ACC.

1.5. Philosophy. Joy's Serenity Point will be an oceanfront estate style community. These Guidelines have been developed to implement the design philosophy of Joy's Serenity Point, namely, to blend structures and residents' lifestyles into a harmonious and aesthetically pleasing residential community that places a strong emphasis upon the preservation and enhancement of the natural beauty of Joy's Serenity Point. These Guidelines are intended to provide direction to Lot Owners and builders in the planning, design, and construction of their residences. The purpose of these Guidelines is not to create look-alike residences or other Improvements, or to suggest that all residences employ the same colors, styles and materials. Rather, the primary emphasis of Joy's Serenity Point is upon quality of design and compatibility among all Improvements without unduly restricting Lot Owners' ability to exercise individuality in their choice or design of a residence. No one residence, structure, or other Improvement should stand apart in its siting, design, or construction so as to detract from the overall environment or appearance of Joy's Serenity Point. The ACC will be open to and encourage creativity, innovative use of materials and design and unique (if appropriate) methods of construction as long as the final result is consistent with the spirit of these Guidelines and the guiding philosophy of Joy's Serenity Point.

1.6 Future Amendments. The ACC reserves the right to amend any or all provisions of these Guidelines at any time and from time to time, in its sole and absolute discretion.

Prior to commencing the preparation of Final Plans, it shall be the responsibility of each Lot Owner to obtain from the ACC the most current version of these Guidelines (and all amendments hereto). All Final Plans shall be prepared in compliance with the most current version of these Guidelines (and all amendments hereto) that have been promulgated by the ACC as of the date Final Plans are submitted to the ACC.

2. Design Standards. The statements and standards in these Guidelines shall be explanatory and illustrative of the general intent of the development of the Lots and are intended as a guide to assist the ACC in reviewing preliminary plans, the Final Plans and other submittals; the provisions of these Guidelines shall not be construed as absolute rules binding on the ACC.

2.1. Buildings.

2.1.1. Dwelling Types. Each Lot may contain only one detached single-family private dwelling and private garage and only such other accessory structures and/or guest houses as approved by the ACC.

2.1.2. Dwelling Size. The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated 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:

	<u>Minimum Total Heated Area</u>	<u>Minimum Ground Floor Heated Area</u>
1 story	2,500	2,500
1 ½ story, split level, tri-level and others	2,500	1,800
2 story, 2 ½ story	3,000	1,500

Notwithstanding the foregoing requirements, the ACC shall have the right, in its sole and absolute discretion, because of restrictive topography, lot dimensions, unusual site related conditions or other reasons to allow variances of up to ten percent (10%) of such minimum square footage requirements by a specific written variance.

2.1.3. Maximum Height. The maximum height for a house is 3 stories above ground; provided, that the ACC shall have the right, because of steep topography or similar reasons to allow greater heights on rear and side elevations.

2.1.4. Ceilings. Interior ceiling heights shall be a minimum of nine (9) feet on the first (street grade) floor, and eight (8) feet on all other floors.

2.1.5. Garages. Every house shall have a garage for not less than two (2) vehicles. Garage doors are required, and may not face the front elevation street unless approved by the ACC, which approval will be given only where particular hardship would otherwise result because of Lot size, configuration, topography or other circumstances deemed sufficient by the ACC. Single bay garage doors are preferred over double width doors. All interior walls and ceilings of garages must be finished. Carports are not allowed. All ducts, pipes and wiring in garages shall be concealed from view above the level of the finished ceiling. For side loading garages, adequate screening must be provided by use of either landscaping, a wall, fencing or a combination of these elements. The garage turnaround area must provide for a minimum of twenty-six foot (26') back up distance, with an additional three-foot (3') buffer between the edge of the driveway and the property line (total minimum of 29').

Driveway slope should not exceed a 14% grade.

2.1.6. Exterior Materials and Colors. Exterior materials should be stucco, cedar shake, hardy plank or wood siding. Natural weathering of exterior wood materials is not desired, and because this is an oceanfront style development, brick and stone are discouraged. Imitation stone or brick-like materials are generally not approved, and may be used only upon prior written approval by the ACC.

The exterior colors and materials used on a house should be primarily whites, pastels and/or bright and airy colors, as opposed to neutrals, browns, grays or darker colors. To this end, samples of proposed exterior materials and colors must be submitted as part of the Final Plans. The color of a masonry foundation should generally blend rather than contrast with the exterior

wall color. Dark face, roofing and/or trim colors generally will not be approved.

2.1. 7. Roofs. Roofs and roof pitches should be in proportion to the overall size and shape of the house. Except as specifically approved otherwise, the minimum roof slope should be eight in twelve. The preferred roofing materials will be metal and wood shingles or wood shakes. Architectural shingles are discouraged; other forms of asphalt shingles (e.g., Slateline) may be approved if combined with metal or wood roofing materials, and if such shingles are light in color. All specific roof materials to be used must be approved in writing prior to commencement of construction. Ridge vents will not be permitted, unless approved in advance in writing by the ACC. Roof vents, roof power vents, plumbing vent pipes and skylights will not be permitted on roofs visible from any street, unless approved in advance in writing by the ACC. Roof vents, roof power vents, rain diverters, skylight housings, plumbing vent pipes and non-copper flashing shall be painted to blend with the roof shingles, except that flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate.

2.1.8. Porches and Decks. Porches and decks, similar to those found in Charleston-style architecture, are highly encouraged. Porches and decks should be designed with substantial, well-proportioned railings, flooring and support posts meeting building code requirements. The size and design of porches and decks should be architecturally compatible with the house. Porch and deck support columns constructed of masonry shall be 12" x 12", and porch and deck support columns constructed of wood shall be 6" x 8" (with base and capital detailing). Space below decks should be screened with lattice, shrubbery or other means appropriate to the house design.

2.1.9. Chimneys. Chimneys should be full foundation based and made of white or light colored brick, stone, stucco or other material approved in writing by the ACC, and of a design, location and material appropriate to the house. Metal flues and wood chases are not recommended for use at Joy's Serenity Point. If approved by the ACC, a metal flue must be installed with an appropriate shroud.

2.1.10. HVAC Equipment. No air conditioning or heating apparatus shall be installed on the ground in front of, or attached to any front wall of, any residence on a Lot. Air conditioning or heating apparatus shall be screened from view from the street by landscaping. The following is a list of recommended size, type, and number for HVAC screening:

<u>Plant</u>	<u>Size</u>	<u># Needed</u>
Dwarf Burford Holly	5 gallon	5 to 7
Compactor Holly	7 gallon	5 to 7
Cleyera	5 gallon	7 to 9
Wax Myrtle	3 gallon	7 to 9
Varigated Privet	3 gallon	5 to 7
Ligustrum	5 gallon	5 to 7

2.1.11. Attachments; Satellite Dishes and Antennas. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas, solar energy-related systems, satellite or microwave dishes or similar improvements) shall be made to the roof or exterior walls of any building or otherwise placed or maintained on any Lot unless such attachments or devices are approved in advance in writing by the ACC.

2.1.12. Windows and Shutters. Windows should generally be the same type and style all around the house. Thermal pane windows are preferred, and exterior storm windows generally will not be permitted. Shutters are encouraged, may be of darker colors as an accent to the house, should fit the proportion and shape of the windows and, when used, should be located at a minimum on all elevations visible from the street. Unless specifically waived in writing by the ACC, all windows and doors shall have stucco or wood caps or other approved decorative treatment and no running bond brick will be permitted over any door or window of any elevation. No window or door casing or decoration treatment shall abut any frieze board.

2.1.13. Mailboxes and House Numbers. All mailboxes and newspaper boxes must be of a standard and uniform color, size and design as approved by the ACC or as provided by Emerald Cove II, LLC, and may be installed only in a location approved by the ACC. House numbers may be displayed on buildings or mailboxes only as approved by the ACC.

2.1.14. Electric Transformers and Refuse Containers. All electric transformers and all refuse containers stored outdoors must be screened from view by methods and with materials approved by the ACC.

2.1.15. Foundations. Unless specifically waived in writing by the ACC, all foundations must be raised with a minimum two feet (2') high crawl space, and slab-on-grade foundations will generally not be permitted except for garages, patios and unheated porches.

2.1.16. Pools; Therapy Pools and Spas. The size, shape and setting of pools must be carefully designed to achieve a feeling of compatibility with the surrounding natural and man-made environment. The location of swimming pools, therapy pools and spas should consider the following:

- ◆ Indoor/Outdoor relationship
- ◆ Setbacks
- ◆ Views both to and from the pool area
- ◆ Wind
- ◆ Sun
- ◆ Terrain (grading and excavation)
- ◆ Fencing and privacy screening

Pools will not be allowed outside of the Building Envelope area, except in limited circumstances as approved by the ACC. Pool decks may encroach outside the Building Envelope area if at or within two (2) feet of natural grade and no closer than ten (10) feet to any property line. Pool and pool equipment enclosures must be architecturally related to the residence and other structures in their placement mass and detail. Such structures shall be screened or treated so as to avoid distracting noise and views.

2.1.17. Play Equipment. Swing sets and similar outdoor play structures and equipment must be located where they will have a minimum impact on adjacent Lots and where they will be screened from general public view from either the street or the lake.

All play equipment must have ACC approval prior to installation. All play equipment must be of

earth tone colors, i.e. dark greens, browns, tans. Bright, eye-catching colors will not be permitted. In addition, all play equipment and/or play sets contiguous to the lake must be screened from public view by landscaping approved by the ACC.

Basketball goal backboards must be constructed of clear, see-through material. Solid colors will not be allowed. The basketball goal post must be located in the rear 50% of the yard, as measured from the mid-point of the dwelling on the side that the goal is to be constructed. In addition, the goal should not face the street.

2.1.18. Remodeling and Additions. A Lot Owner desiring to remodel existing Improvements and/or to construct additions to existing Improvements shall follow these Guidelines as if such remodeling or addition were new construction. All criteria governing site location, grading and excavating structures, roofs, landscaping and aesthetics will apply to remodeling and additions to the same extent as to new construction. Possible future Improvements or additions that will be of particular concern to the ACC are skylights and solar collectors, recreational features, lighting, antennas and satellite television equipment. ACC approval is required for remodeling and additions just as it is for new construction. Renovation and addition plans must be submitted to the ACC for approval in accordance with Section 3.1 of these Guidelines, accompanied by an Additions/Renovations Review Fee of \$100.00.

2.2. Primary View. Building Envelopes and Driveways.

2.2.1. Primary View. The location and design of each residence and all other building Improvements should be tailored to the specific features of each Lot. The term "building Improvements" means all Improvements other than landscaping and trees; provided, the term "building Improvements" shall include hedges and other mass plantings. All building Improvements should be sited so as to minimize disruption to the existing natural setting, including mature trees, drainage ways and the Primary View. The "Primary View" for each Waterfront Lot differs based on the Lot's relationship to other Lots as determined by the ACC, but is generally defined as the area facing Lake Norman and formed by extending opposing lines (1) at a 45° angle from each rear corner of a Lot's building envelope or (2) from the rear corners of a Lot's building envelope through the closest rear corners of neighboring Lots' building envelopes, whichever area is smaller.

Notwithstanding the above, Primary Views and other view corridors from a Lot to Lake Norman, the Common Areas and other areas within Joy's Serenity Point are subject to the rights of Lot Owners, Emerald Cove II, LLC and others under the terms and conditions of the Declaration and these Guidelines to construct Improvements and install landscape Improvements that might obstruct or diminish such views and view corridors. The ACC will use the Primary View concept as a guide, but not an absolute rule, when reviewing proposed building Improvements.

2.2.2. Building Envelopes. The recorded plat of the Lot will show a building envelope approved by the Town of Cornelius and Mecklenburg County. The ACC may establish a more restrictive "Building Envelope" than the envelope or setback lines shown on the recorded plat or as otherwise required by the applicable zoning authority. In addition, the ACC may control the location and orientation of the house within the Building Envelope. All buildings on the Lot (including any stoops, porches, patios, terraces, etc.) and all swimming pools, tennis courts and similar recreational improvements must be erected within the Building Envelope established by the ACC; provided, however, that docks, piers, boatslips and inland boathouses are exempt from

this Building Envelope restriction provided they are approved by the ACC pursuant to Paragraph 2.8. of these Guidelines.

It is not intended that an Owner design its residence or other Improvements so as to completely fill the Building Envelope. Designs which fit within the Building Envelope, but which in the opinion of the ACC overwhelm the Building Envelope and are therefore inconsistent with the philosophy of Joy's Serenity Point, will not be approved.

2.2.3. Driveways, Sidewalks and Utilities. The ACC may establish a recommended driveway location for each Lot. The ACC may also establish particular areas of the Lot in which the driveway, sidewalks, sewer pump and utility lines must be located. Driveway location will vary on each Lot depending on the Lot size, shape, topography, vegetation, placement of the Building Envelope, sight distances at the entry to the public street and the location of other houses and access drives in the vicinity. Driveways and sidewalks should be curved where practical between existing trees to avoid unnecessary cutting, and to avoid a "straight shot" view to the garage, parking area or front or side doors of the house. In general, driveways on the same side of the street should be separated by a distance equal to at least one-half the Lot frontage. This will not be possible in all situations, but should be applied wherever practical. Driveways should be constructed of small stones and/or pebbles or lightly brushed concrete, unless another material is approved for a particular Lot by the ACC.

If the Lot is required to share a common driveway, the provisions of Paragraph 3.2.3 of these Guidelines shall also apply.

2.2.4. Exceptions. Variances. Although the size, shape and location of the Building Envelope and designated driveway, sidewalk and utility areas are intended to be somewhat flexible, exceptions can be made only by the ACC in writing. The ACC will consider proposed modifications only if their implementation will not result in a significant adverse impact upon the natural features of the Lot, neighboring Lots, or Joy's Serenity Point as a whole. Any request for a variance exceeding ten percent (10%) of the setback established by the ACC's Building Envelope for a particular Lot should be accompanied by approval from Owners of any contiguous Lots or other contiguous Property in Joy's Serenity Point.

2.3. Fences and Walls.

2.3.1. Location and Design. Walls and fences should be considered an extension of the architecture of the residence and a transition of the architectural mass to the natural forms of the site. All wall and fence designs should be compatible with the total surrounding environment. Special consideration should be given to design, placement, impact and view of the wall or fence from neighboring homesites. Fences and walls should be considered as design elements to enclose and define courtyards, pools and other private spaces, provide security and relate building forms to the landscape. Fences and walls should be run or curved where practical between existing trees to avoid unnecessary cutting. The location, materials, size and design of all fences and walls must be approved in advance in writing by the ACC prior to installation.

The ACC in its discretion may allow privacy fences or walls that inhibit visibility (i.e. whether a solid masonry wall or wood fence) in certain areas of the community. For all Lots, privacy fences and walls that provide total seclusion generally will be allowed to enclose the unused rear Building Envelope area inside the required setbacks. For Waterfront Lots, this is the only area in

the rear of the Lot which may be enclosed by a privacy fence or wall.

Walls should be constructed of solid masonry or wrought iron with columns, using the same materials as found in the architecture of the residence. Prefab wood, prefab brick, chain link or welded wire fencing will not be permitted, except for approved wire mesh along approved split rail fencing. Wood privacy fences must have masonry columns finished in brick, stucco or stone.

Once one approved fence or wall has been erected on or near a side or rear lot line, that approved fence or wall generally will be the only approved fence or wall to be erected on or near that lot line. In other words, double fencing by adjoining Lot owners will generally not be allowed on side or rear lot lines. In order to carry out this general prohibition against double fencing/walls, the following encroachment rights are established: In the event a fence or wall along the side or rear of a Lot (for reference, Lot A) is constructed away from the Lot line, the owner of the neighboring Lot (for reference, Lot B) shall have the right to encroach onto Lot A with Lot B's fence or wall, for the purpose of tying the Lot B fence or wall to the Lot A fence or wall.

2.3.2. Front Yard. No fence or wall shall be erected, placed or maintained on a Lot nearer to any street fronting such Lot than the building corner of the main dwelling constructed on such Lot, except as approved by the ACC (e.g., for estate home-type plans).

2.3.3. Waterfront Lots. Consistent with the Primary View provisions of Paragraph 2.2.1, no fence or wall shall be erected, placed or maintained on a Waterfront Lot which will substantially obstruct Primary Views.

2.3.4. Maximum Height. Fences and walls shall not exceed six (6) feet in height, except that fences enclosing approved tennis courts may be ten (10) feet high if located at least ten (10) feet from all property lines.

2.3.5. Retaining Walls. The use of retaining walls on Lots will generally be permitted where their omission would result in excessive slopes, erosion, excessive maintenance or extensive clearing. Retaining walls visible from streets, from Lake Norman, or from adjoining Lots must be constructed of, or faced with, material of a type approved by the ACC. All such walls must be designed to be structurally sound and properly drained.

2.4. Grading and Excavating. The design and development concepts of Joy's Serenity Point call for the utilization and enhancement of the existing natural environment. The ACC is particularly conscious of site design and its potential and seeks to ensure that each residence accommodates and blends aesthetically with the natural site features and existing terrain of the Lot and neighboring Lots in the best possible manner. To help ensure compliance with this philosophy, as part of the Final Plans, a grading plan must be incorporated with the site plan. Approval of the grading plan must be obtained from the ACC (as part of the approval by the ACC of the Final Plans and Specifications) prior to moving or removing any dirt from any Lot. Absolutely no grading whatsoever shall be permitted on a Lot without first obtaining such authorization from the ACC. All grading plans submitted to the ACC shall be considered individually for each Lot. Recommendations or requirements of the ACC in that regard will be based on individual Lot location, terrain, soil conditions, vegetation, drainage, proposed cuts and fills, and any other conditions the ACC determines will affect the site grading for the Lot.

2.5. Draining and Erosion Control. Drainage considerations for individual Lots play an important

role in the ecological balance of the community. Generally, each Lot should be graded such that all water draining from such Lot does not drain onto any adjoining Lots. Water runoff for each individual Lot must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or storm drainage facilities. Water runoff and control is the responsibility of each Lot Owner relative to such Owner's Lot. The water runoff shall be handled in such a manner as not to adversely affect any neighboring Lots. Particular care must be taken on Lots fronting the Common Area, the lake, and any other amenity areas to protect those areas.

Additionally, downspout drainpipes made of corrugated, bendable black plastic will assist the collection of rainwater from the roof of the dwelling and carry it underground through the pipes to be "day-lighted" or emptied at the street. "Day-lighted" ends of the pipes must be cut at an angle, and installed flush with the ground level so as to be less visible.

The ACC shall be entitled, at its sole option, to require that the Final Plans for any Lot include a drainage plan for such Lot.

2.6. Protection of Vegetation. The existing trees at Joy's Serenity Point are a prized natural amenity which add value to the community in a multitude of ways. Emerald Cove II, LLC has exercised care to retain much of the existing vegetation in the design of the land plan for Joy's Serenity Point; and Lot Owners, their builders and contractors are expected to continue to preserve this valuable resource during the course of construction.

2.6.1. Inside Building Envelope. In the site planning and placement of a residence, consideration shall be given to preserving mature trees located within the Building Envelope. Equipment used for the removal of trees inside the Building Envelope shall be operated in a manner to avoid damage to vegetation outside the designated clearing area.

2.6.2. Outside Building Envelope. "Mature trees" outside the Building Envelope may not be cut down or otherwise removed without the specific written approval of the ACC. "Mature trees" for purposes of these Guidelines shall mean the following:

<u>Tree Type</u>	<u>Diameter</u>
Evergreen	4" or greater
Deciduous	3" or greater
Dogwoods and other flowering trees	1 1/2" or greater

2.6.3. Fines for Unauthorized Cutting. The ACC shall have the authority, in its sole discretion, to assess penalties against an Owner who cuts, damages or removes any trees, shrubs or other vegetation on its Lot without prior ACC written consent if contrary to the provisions of these Guidelines. Such penalties shall be in addition to any costs charged against the Owner's Construction Escrow Deposit, if any, under Paragraph 6 of these Guidelines. An Owner shall not under any circumstance cut, damage or remove any trees, shrubs or other vegetation on any other Lot, or the Common Area. The ACC shall have the authority, in its sole discretion, to assess penalties against any Owner who violates this rule.

2.7. Maintenance of Natural and Introduced Vegetation or Landscaping. Each Owner is responsible for maintaining in a healthy condition all natural and introduced vegetation on its

Lot. Removal of dead or diseased plant material must be done on a regular basis in accordance with the best practices for the plant material involved. This is typically prior to, or at the end of, the growing season for that vegetation type. Maintenance of plant materials and landscaping required of the Owner includes all planting beds, trees, shrubs, flowers, ground cover and lawn areas, including any pine straw covered or mulched areas. The ACC shall have the authority to visit and inspect Lots on a regular basis or at times that, in its opinion, are appropriate for such inspections to determine if proper care and healthy condition of all plant materials and landscaping is being maintained. If an Owner fails to maintain all plant materials within a Lot in the manner described herein, the ACC may remedy such failure by whatever methods it deems necessary and appropriate. The Owner shall reimburse the ACC for all expenses incurred by it in performing its duties under this Paragraph.

2.8. Docks, Piers, Boatslips, Seawalls and Inland Boat Houses.

2.8.1 General. Subject to approval by Duke Power Company, the Owner of each Waterfront Lot within Joy's Serenity Point will be permitted to construct one dock (i.e. one pier with a single boatslip, except as to any shared docks which may have multiple boatslips) in the pier zone shown on the plat, with the exact location to be approved by the ACC. No Owner shall have the right to construct more than one dock or boatslip in front of a single Waterfront Lot without the prior written consent of the ACC, and the use of mooring posts, boat lifts and other devices which allow additional boats to be moored or otherwise docked or kept at or near any dock will not be permitted without the prior written consent of the ACC.

The design, color, location, dimensions and materials of docks, piers, boatslips, mooring posts, boatslips, seawalls, boathouses and any other structure or improvement constructed adjacent to or appurtenant to a Waterfront Lot or otherwise within the boundary of Lake Norman must be approved in advance in writing by the ACC. It is the Owner's responsibility to obtain any permits or approvals required from Duke Power Company. Generally, any waterfront improvement should have a low profile and open design to minimize obstruction of neighbors' views.

Docks, piers, boatslips, seawalls and inland boathouses should be located and constructed so as to minimize grading and clearing of vegetation at or near waterfront areas. The use of rip-rap, bulkheading or other shoreline stabilization methods or materials may not be initiated without approval by Duke Power Company and the ACC. The point of access of a dock, pier, boatslip or inland boathouse and any site disturbance or clearing associated with its placement or construction must be submitted to the ACC for approval along with the Final Plans.

Docks, piers, boatslips, seawalls and inland boathouses must be constructed of new materials, and must be compatible in style with the other Improvements on the Lot, the Lot width on the lake side, the shoreline configuration and vegetation massing.

RAFTS: In lieu of a dock, no more than one raft may be located in Lake Norman adjacent to a Waterfront Lot with the prior written approval from the ACC.

2.8.2 Number of Watercraft. Watercraft may not be moored, docked or stored on a Lot, in the water adjacent to a Lot, or on or adjacent to a dock except in an approved inland boathouse, as provided below, or as allowed by the ACC in writing.

Only (3) watercraft may be kept in the water at a dock - one watercraft in the slip, and one watercraft adjacent to each side of the slip. The watercraft stored adjacent to the dock may be secured to the dock only with devices approved by the ACC.

Only (2) personal watercraft may be kept on a dock. "Personal watercraft" refers to jet skis, wave runners and similar relatively small watercraft deemed by the ACC to be appropriate for storage on a dock. Any ramp or lift device connected to a dock to hoist personal watercraft, unless approved by the ACC prior to installation, is subject to removal by order of the ACC.

2.8.3. Intentionally omitted.

2.9. Exterior Lighting. Exterior lighting must be limited to areas within the Building Envelope unless otherwise approved in writing by the ACC, must not result in excessive glare and must not interfere with the privacy of nearby dwellings, all as determined by the ACC in its sole discretion.

2.10. Tennis Courts: Outdoor Lighting. Tennis courts and practice backboards will generally not be allowed on Lots, except as approved in writing by the ACC. Lighting for tennis courts and for similar recreational improvements is prohibited unless approved in writing by the ACC.

2.11. Landscape Design. Joy's Serenity Point has been planned utilizing the natural elements as much as possible. Various hardwoods, dogwoods and pine trees are plentiful within the community, and it is the ACC's intent to maintain this landscape integrity. Landscape design should always complement and account for the architecture and location of the residence. When reviewing specific landscape plans, the ACC will consider the various relationships of house to site, house to house, views, prevailing breeze, solar orientation, Lake and other amenities. When reviewing specific landscape plans, decisions regarding specific landscape plans to ensure that the overall beauty of the community is preserved and enhanced, the ACC has the authority to approve or disapprove landscape plans for individual residences.

2.11.1. A fundamental design criteria is the need for gardens and lawns to harmonize with the native vegetation, terrain and natural beauty of the community. Throughout Joy's Serenity Point, many fine native, mature, specimen trees exist. Many are in prominent view from the streets, giving them special significance. In order to recognize and protect as many of these trees as practically possible, an Owner must obtain from the ACC prior written approval before any tree is removed from any Lot. Owners will be encouraged to landscape their lots with plant material which is indigenous to the area and leave untouched as much as possible the existing vegetation and natural amenities.

2.11.2. As described at Paragraph 3.2.6, the landscape plan must be submitted and approved no later than prior to the start of installation of the outside finish on the residence. However, it is encouraged that the landscape plan be submitted earlier, along with the Final Plans to avoid any unnecessary delay and expense. Landscaping must be completed prior to occupancy; otherwise, Owners will be assessed \$100.00 per day from date of occupancy until the landscaping is completed. The landscape plan must show all proposed site structures and features including drives and turnarounds, walks, patios, decks, fences, pools, spas, mailboxes, utility boxes and any other site features. Utility, trash, air conditioning and other visual screens should also be noted. Existing vegetation to remain should be specifically located and labeled. The location, type and quality of all proposed planting must be accurately described on the plan. A complete

plant list is required indicating the size, quality and spacing of the proposed plantings. Areas to be mulched or planted as a lawn should also be shown. Mulching is required for all planted areas and within the areas ten feet (10') from any structure, lawn, or plantings. The mulched areas provide a smooth transition to the existing natural vegetation. Irrigation systems, although not required, are strongly encouraged. Irrigation helps maintain a quality landscape throughout the year, especially in times of drought.

2.11.3 On its review, the ACC will take into consideration all elements of the individual landscape plan and plant materials selected. In addition to the already established natural vegetation, many other plant types will be acceptable for use within the community. The ACC has attached to these Guidelines a listing of recommended plant types to be used in planning the various landscape designs. These plant materials have been selected because of their traditional influences in North Carolina and their other desirable characteristics. Following landscape plan approval, the ACC reserves the right to request additional plantings or replacement of plantings if deemed necessary by the ACC at the time of final inspection.

2.11.4. Forestation/Reforestation. While the preservation of existing trees is important, the ACC recognizes that certain clearing and filling work may be necessary resulting in the loss of existing trees. If any existing trees are to be removed, the Owner shall follow the requirement of Paragraph 2.6 of these Guidelines and attempt to incorporate new trees in the Owner's landscape plan. Similarly, for a Lot on which, prior to clearing, there were less than a sufficient number of trees as determined by the ACC, the Owner's landscape plan should incorporate new trees.

An Owner's forestation/reforestation plan should be submitted as part of the overall landscape plan but should be distinguished from the formal landscaping. For any forestation/reforestation plan, the ACC will generally require the following:

- A. One new tree per 2,000 square feet of area contained in the Lot;
- B. At least fifty percent (50%) of the new trees shall be shade or canopy trees acceptable to the ACC; and
- C. Each new tree shall have a minimum diameter of 2 ½ inches.

For a Lot on which existing trees will be substantially preserved, the ACC will generally reduce the number of new trees the Owner is required to plant. The extent of that reduction will depend on the quality and size of the preserved trees and similar factors, and will be determined by the ACC on a case-by-case basis.

2.11.5 Lot Owner Responsibility. Although a landscape contractor, landscape architect, or landscape designer may prepare the final landscape plans for a particular Lot on behalf of the Lot Owner, it is the ultimate responsibility of the Lot Owner to review the final landscape plans for completeness (consistent with these Guidelines); and it also is the ultimate responsibility of the Lot Owner to ensure the timely submission of the landscape plans and related documentation to the ACC for review as contemplated herein. Additionally, each Lot Owner is responsible for making those individuals acting on behalf of such Lot Owner aware of the requirements contained herein relating to the preparation and submittal of the landscape plans and all other components of the Final Plans.

2.11.6 Field Verification. Following the approval of final landscape plans for a Lot and the subsequent installation of landscape improvements in accordance with such approved final landscape plans, the Lot Owner shall so notify the ACC in writing and the ACC shall inspect the landscape improvements installation for compliance with the approved final landscape plans. Plant locations, plant species and plant sizes shall be consistent with those shown on the approved final landscape plans. The standards used for plant measurement shall be as set forth in the latest edition of the American Standards For Nursery Stock, published by the American Association of Nurserymen, Inc. Upon positive field verification by the ACC that the landscape improvements on the Lot have been installed in accordance with the approved final landscape plans, the Construction Escrow Deposit (or any residual portion thereof not previously retained by the ACC as provided herein) shall be returned to the Lot Owner. If the landscape improvements, as installed, do not conform to the approved final landscape plans, at the sole discretion of the ACC and without limiting any other rights or remedies of the ACC or any other party under these Guidelines or under the Declaration, the Construction Escrow Deposit may be withheld until the landscape improvements installation is brought into conformance with the approved final landscape plans.

3. Design Review Procedure.

3.1 . Preliminary Plan Approval. The Owner of any Lot may request a preliminary review of the design of its proposed Improvements upon the submission to the ACC of the following (which requirements may be modified at any time; check with the ACC for current submission requirements):

1. Architectural Review Fee. The Architectural Review Fee is as follows:

Initial Submission: \$1,000.00

For Additions/Renovations: \$100.00

2. Schematic site plan at a scale of 1" = 10' showing two foot (2') contour topography, building and driveway locations and dimensions.
3. Schematic floor plans at a scale of 1/4 inch equals one foot.
4. Schematic elevations, showing all sides, exterior materials and exterior colors and accurate grade at a scale of 1/4 inch equals one foot.
5. Owner's address and fax (or the address and fax of Owner's authorized agent) to which the ACC should mail its written notice of approval or disapproval of the items Owner submits to the ACC under these Guidelines.

The ACC shall review such preliminary plans and return them to the Owner marked "Approved" or "Disapproved" as the case may be. As to any preliminary plans marked "Approved" by the ACC, Final Plans produced thereafter must be in substantial conformity therewith, provided, however, that the ACC's approval of preliminary plans shall in no way bind or obligate the ACC to approve the subsequent Final Plans.

The ACC may refuse approval of preliminary plans, location and style of Improvements. exterior colors or finishes or other specifications for any reason including purely aesthetic reasons, in the sole discretion of the ACC.

3.2. Final Plan Approval. Final plans and specifications (hereinafter, the "Final Plans") for all Improvements proposed to be constructed on any Lot shall be submitted in triplicate to the ACC for approval or disapproval. Final Plans submitted for approval must be accompanied by the Architectural Review Fee set forth above if such Fee has not already been paid. In addition, the following items must be submitted prior to the ACC beginning the Final Plan review process, if not already submitted at the purchase closing:

3.2.1. Mailbox Fee. The Mailbox Fee is \$1,000.00.

The Mailbox Fee should be by check payable to Emerald Cove II, LLC. The Mailbox Fee will be used to cover the cost of a mailbox/newspaper box to be provided to each Lot Owner.

3.2.2. Construction Escrow Deposit as set by the ACC as of the date the Final Plans are submitted. Unless otherwise approved by Emerald Cove II, LLC at the purchase closing, the Deposit as of the Effective Date of these Guidelines is Five Thousand Dollars (\$5,000.00). The Deposit should be by check payable to Emerald Cove II, LLC. The Deposit will be held and used for the purpose and uses set forth in Paragraph 6 of these Guidelines.

3.2.3. Owner's ratable share of the cost of any common driveway or common dock or pier, if any, serving the Lot, in an amount to be determined by Emerald Cove II, LLC. This requirement applies only to Lots sharing a common driveway, dock or pier, where another Lot Owner has assumed responsibility for construction of the common driveway, dock or pier. In the event no other Lot Owner has yet assumed such responsibility, the Owner first seeking Final Plan approval shall include the cost and design of the common driveway in its Final Plans and shall construct the common driveway in accordance with the Final Plans; upon completion of the common driveway, the Owner shall be entitled to reimbursement from Emerald Cove II, LLC for the portion of the total cost attributable to the other Lots served by the common driveway, dock or pier (subject to limitation by Emerald Cove II, LLC). Emerald Cove II, LLC shall receive reimbursement for such amount from the Owners of the other Lots served by the common driveway, dock or pier at the time of their Lot closings. The share of the common driveway, lot or pier installation and maintenance costs will be shared equally among the Lots served thereby.

3.2.4. Fully executed contract for construction of the Improvements between the Owner/future homeowner and a Joy's Serenity Point Approved Builder. Except as provided in Paragraph 5 below, only Joy's Serenity Point Approved Builders may construct Improvements on any Lot.

3.2.5. Sewer Pump Fee. Sewer Pump Fee, as set by Emerald Cove II, LLC is \$6,500.00, which amount must be paid for each Lot in Joy's Serenity Point for the installation by Emerald Cove II, LLC or Joy's Serenity Point Homeowners Association of a sewer pump system on such Lot.

3.2.6 Evidence that the Owner of the Lot (or if the Owner is an Approved Builder with a prospective purchaser, that the Approved Builder's prospective purchaser) has executed one of the following form Joy's Serenity Point documents available from Emerald Cove II, LLC:

- ◆ Lot Purchase and Sale Agreement;
- ◆ Home Purchase and Sale Agreement; or
- ◆ Request for Waiver of Right of First Refusal.

If found not to be in compliance with these Guidelines or if found to be otherwise unacceptable to the ACC, one set of Final Plans shall be returned to the Owner marked "Disapproved", accompanied by a written statement of items found not to be in compliance with these Guidelines or otherwise unacceptable. The ACC may impose an additional review fee for each resubmittal of Final Plans to the ACC.

At such time as the Final Plans meet the approval of the ACC, two complete sets of Final Plans will be retained by the ACC and the other complete set of Final Plans will be marked "Approved" and returned to the Owner. Once the ACC has approved of Final Plans for Improvements, the construction of such Improvements must be promptly commenced and diligently pursued to completion. If such construction is not commenced within six (6) months following the date of approval of the Final Plans therefore by the ACC, such approval shall be deemed rescinded. Before construction of Improvements can thereafter be commenced on the portion of the Property in question, the Plans therefore must again be approved by the ACC pursuant to this Paragraph 3.2.

Any modification or change to the "Approved" set of Final Plans must again be submitted in triplicate to the ACC for its review and written approval, and an additional review fee may be required.

The Final Plans as referred to in these Guidelines shall include the following:

- ◆ Final site plan at a scale of 1" = 10' showing two foot (2') topography, building location and dimensions, and all areas of the Lot more than five (5) feet outside the building foundation in which any vegetation is to be cut or removed. The ACC may also require the Owner to stake the location of the construction drive, the house, driveway, decks and other proposed Improvements. The staking shall consist of stakes driven at each major corner of the Improvement, connected with string or colored tape to clearly indicate the Improvement location. The driveway location shall also be indicated by stakes, and string or tape. Any erosion control measures required for construction should be shown on the site plan.
- ◆ Final floor plans at a scale of 1/4 inch equals one foot, including calculations showing heated and unheated square footage on a floor by floor basis.
- ◆ Final elevations, showing all sides, exterior materials and exterior colors and accurate grade at a scale of 1/4 inch equals one foot.
- ◆ Final landscaping plan and budget. The landscaping budget, exclusive of any expenditures for grass seeding or sod, should total at least two percent (2%) of the house construction cost, excluding Lot price; provided, the ACC may authorize a lower

landscaping expenditure for a particular lot if the ACC determines in its sole discretion that, based upon the landscaping plans submitted and other circumstances, a lower expenditure is adequate and appropriate, but in no event shall such expenditure be less than \$3,000.00. (NOTE: the ACC may defer receipt of the final landscaping plan and budget to a later date, but in no event later than the start of application of the home's exterior wood, stucco or other approved finish material. The plan and budget must be submitted and approved prior to the start of landscaping on the Lot; in any event, the cutting and clearing plan referred to in Paragraphs 2.6.1 and 2.11 must be submitted to and approved by the ACC prior to any cutting or clearing);

- ◆ Location and dimensions of utility lines and equipment, walks, drives, walls, terraces, decks, pools, etc. (including plans for the location of the sewer pump system, if any, to be installed on the Lot).
- ◆ Any samples of proposed construction materials required by the ACC such as brick, stucco, siding, shingles, paint colors, etc.
- ◆ Owner's name and address (or the address of Owner's authorized agent) to which the ACC should mail its written notice of approval or disapproval of the items Owner submits to the ACC under these Guidelines. .
- ◆ The name and address of the Approved Builder that will construct the Improvements.

The ACC may refuse approval of Final Plans, location and style of Improvements, exterior colors or finishes or other specifications for any reason including purely aesthetic reasons, in the sole discretion of the ACC.

3.3. Approval to Commence Construction. Following the ACC's written approval, if any, of the Final Plans, the ACC will issue an approved site plan to Emerald Cove II, LLC's development project manager. It is the responsibility of the Owner's Approved Builder to stake the lot in accordance with the approved Final Plans and set a meeting with the development construction manager to review the following prior to start of construction:

- ◆ Setbacks, side yards and building corners (as per stakes)
- ◆ First floor elevations
- ◆ Clearing limits
- ◆ Placement of excavation materials
- ◆ Location and protection of water meter, sanitary sewer boxes and underground pressure sewer grinder pump (if any)
- ◆ Location of construction entrance
- ◆ Location of temporary toilet
- ◆ Trash containers
- ◆ Erosion control measures

The ACC shall have the right to halt any unauthorized construction.

3.4. Failure of the ACC to Act. If the ACC fails to approve or disapprove any Final Plans or other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within thirty (30) business days after receipt thereof, and provided such submittal was a full and complete submittal, in accordance with these Guidelines, of all items that were to have been submitted to the ACC, and provided the ACC shall again fail to approve or disapprove of such Final Plans or

other submittals within ten (10) business days after additional written request to act on such items is delivered to the ACC following the passage of the above-described thirty (30) business day period, it shall be conclusively presumed that the ACC has approved such conforming Final Plans and other submittals, EXCEPT that the ACC has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in the Declaration, except where variances shall be expressly permitted therein and EXCEPT FURTHER, that the ACC shall not be deemed to have waived any of the requirements set forth in Paragraphs 3.1.1, 3.2, 3.3 or 5 of these Guidelines. If Final Plans or other submittals are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove a portion of the Final Plans, conditionally or unconditionally, and reject the balance.

3.5. Installation of Sewer Pump System. The Owner shall be responsible for contacting and scheduling the Joy's Serenity Point Approved Sewer Contractor (such contractor as the ACC may designate) to install the sewer pump system on the Owner's Lot. See Exhibit B, attached.

The Owner shall contact the Approved Sewer Contractor a minimum of eight weeks prior to the time of desired installation. Prior to the time of installation, the Owner shall accomplish the following: (a) extend the necessary electrical wiring and plumbing to the house exterior at the locations designated on the Final Plans, and stub the house plumbing line five (5) feet outside the house foundation; (b) install a separate control wire from the pump control panel location to the kitchen area of the house (and at any time thereafter, connect to the control wire and install in the kitchen area a wall mounted light provided by the Approved Sewer Contractor); and (c) clear and bring to final grade the location of the sewer pump unit and the sewer pump line route from the pump unit to the CMUD connection at the street right-of-way.

The Approved Sewer Contractor shall install the sewer pump unit; connect the house plumbing to the pump basin; provide to the Owner or the Owner's general contractor or electrician the pump control panel for mounting on the house exterior at the approved location, and connection to the wiring provided by the Owner; install conduit and wiring from the pump control panel to the pump unit; and install the sewer pump line from the pump unit to the CMUD connection at the street right-of-way. The Owner shall be responsible for landscaping around the sewer pump unit and pump line, and grading to ensure that drainage is away from the pump unit.

Upon completion of the sewer pump installation, Emerald Cove II, LLC or the Joy's Serenity Point Homeowners Association will pay the Joy's Serenity Point Approved Sewer Contractor for the installation work. Owner shall be responsible for the cost of installing and supplying electrical service to the sewer pump system, and paying any "turn on" charges required by the Charlotte-Mecklenburg Utility Department.

The costs of maintenance and repair of the sewer pump system by the Approved Sewer Contractor will be paid by the Association. An easement for the maintenance and repair of the sewer pump system on all affected Lots has been reserved in the Declaration.

Joy's Serenity Point Approved Sewer Contractor:

McCall Brothers Inc.
P.O. Box 668710
Charlotte, NC 28266
Contact: Kenneth G. Sigmon
(704) 399-1506 (office)
(704) 309-0110 (mobile)

3.6. Notices. Each notice, document or submittal (collectively, "Notice") required or permitted to be given under these Guidelines must comply with the requirements of this Paragraph. Each notice shall be in writing.

Any notice to be given to the ACC shall be deemed to have been duly served and to be effective only when a receipt acknowledging such delivery (such as a registered mail, overnight express service or hand delivery receipt) is signed by a member or authorized representative of the ACC.

Any notice to be given to an Owner shall be deemed to be duly served when picked up by the Owner at Pippin Home Designs or office of other designated ACC design professional; or when delivered to the Owner's address; or on the day the notice is mailed to the Owner's address by regular U.S. Mail service. The address of an Owner shall be as set forth in the Owner's preliminary plans, or, if different, then as set forth in its Final Plans.

Either party may change its address for notices by written notice to the other party designating the new address in accordance with this Paragraph.

3.7. Address of ACC. The address of the ACC for delivery of notices shall be as follows, unless a replacement address is provided by the ACC:

Joy's Serenity Point—ACC
Pippin Home Designs, Inc.
21016 Catawba Avenue
Cornelius, NC 28031

4. Diligent Construction. All Improvements to be constructed on a Lot must be completed within one (1) year following commencement of construction of the first of such Improvements, unless a longer time is approved in writing by the ACC.

5. Approved Builders. Only builders then in good standing under the ACC's Joy's Serenity Point Approved Builder program may construct Improvements on any Lot. Upon request, the ACC will make available a list of the then current Joy's Serenity Point Approved Builders.

6. Purpose and Use of Construction Escrow Deposit. The Construction Escrow Deposit required in Paragraph 3.2.2 above shall be deposited by the ACC in a construction escrow account established by the Homeowners' Association or the ACC. The Construction Escrow Deposit may thereafter be used by the ACC for any of the following purposes:

- ◆ to pay for the cost to repair any damage to the Roadways or Common Areas caused by an Owner or Owner's builder or subcontractors not repaired by the responsible

- Owner, such Owner's builder or subcontractors.
- ◆ 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.
 - ◆ to pay for the cost of completing any Improvements so that they are in accordance with the approved Final Plans, if Owner fails so to complete such Improvements.
 - ◆ 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.
 - ◆ to reimburse Emerald Cove II, LLC for Owner's share of street cleaning costs during construction, if Owner does not pay such amounts to Emerald Cove II, LLC in a timely manner as specified in the Construction Rules (attached as Exhibit A To these Guidelines).
 - ◆ to reimburse Emerald Cove II, LLC for its cost of cleaning up any significant amount of dirt, cement, etc. left by the Owner on any street if the same was not immediately removed by the Owner.
 - ◆ to pay for the cost of enforcing any of Owner's other obligations under these Guidelines.

Except for the reimbursements described in Paragraph 6.6 above, the ACC shall give an Owner prior notice that it intends to use the Owner's Construction Escrow Deposit for a particular purpose. The Owner shall thereafter have five (5) days from the date of the notice to repair the damage, complete the landscaping or Improvements, or otherwise perform the work for which the ACC intended to use the Owner's Construction Escrow Deposit, or, if the work cannot be completed during that time, to begin the work and thereafter diligently pursue it to completion. If the Owner, upon receipt of the notice, shall fail to perform the work, then the ACC shall thereafter be free to perform it and to use the Owner's 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 or the ACC, the ACC shall return to the Owner any unused portion of the Owner's Construction Escrow Deposit.

In the event the ACC 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 ACC within twenty (20) days of notice thereof.

In the event no Construction Escrow Deposit has been required by the ACC, the ACC shall have the authority to expend money for the purposes set forth in this Paragraph 6 and to charge the Owner for reimbursement thereof.

Any and all interest earned on the Construction Escrow Deposit shall be credited to and retained by Emerald Cove II, LLC for its sole use and benefit.

7. Construction Rules. Attached as Exhibit A to these Guidelines are the Construction Rules (the "Rules") for all Owners and Contractors at Joy's Serenity Point. The ACC reserves the right to amend such Rules from time to time in its sole discretion. All construction at the Joy's Serenity Point must proceed in accordance with the Rules.

8. Zoning and Other Governmental Regulations. In addition to complying with the requirements imposed by this Declaration, the Owner of any Lot must comply with all zoning and other

applicable governmental laws, rules and regulations. Approvals by the ACC pursuant to these Guidelines shall in no event be construed as representations or warranties that the Owner's plans, Final Plans or Improvements comply with any such governmental requirements.

9. Signs. No signs may be placed on a Lot except for signs provided or approved by Emerald Cove II, LLC, or approved of in writing by the ACC. The only other signs or documentation that may be posted at a residence or on a Lot during construction are grading and building permits. Business signs or other forms of advertisement not provided or approved by Emerald Cove II, LLC are not permitted. Grading and building permits must be anchored to a post in a manner protected from the elements; in no event may building permits or any other signage or documentation be attached to trees.

10. Final Survey. Upon substantial completion of a residence on a Lot, the Lot Owner shall provide the ACC with a certificate of occupancy for the residence and a final, as-built survey certifying that the location of the Improvements complies with the Final Plans approved by the ACC.

**EXHIBIT A
TO ARCHITECTURAL AND LANDSCAPE
GUIDELINES

CONSTRUCTION RULES FOR ALL OWNERS
AND CONTRACTORS AT

JOY'S SERENITY POINT**

EFFECTIVE AS OF DECEMBER 14, 2006

CONSTRUCTION RULES FOR ALL OWNERS AND CONTRACTORS AT JOY'S SERENITY POINT

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 Joy's Serenity Point, all Owners shall abide with these Rules and such other rules as the Board of Directors of the Homeowners' Association and/or the ACC may establish from time to time.

2. Construction Hours and Noise. From the date any residence within Joy's Serenity Point has been occupied, any construction activities must be conducted and all deliveries must be made from 7:00 a.m. until 8:00 p.m. Monday through Saturday. Any construction activities conducted or access to Joy's Serenity Point after these hours must be scheduled with the ACC twenty-four (24) hours in advance. No loud radios or distracting noises will be permitted during construction.

3. Rubbish and Debris. In order to maintain a neat and orderly appearance at all times throughout Joy's Serenity Point, the following rubbish and debris rules must be strictly followed:

3.1 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 or 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 Joy's Serenity Point.

3.2 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.

3.3 Exterior Construction Debris. With regard to all construction debris located on a Lot outside the walls of a residence, the following rules shall apply:

(i) By the end of each day on which work occurs on the Lot, all lightweight, blowable 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;

(ii) By the end of the day on each Friday, all non-blowable construction debris such as wood scraps, shingles, brick bands, drywall, bricks and masonry blocks must be gathered and placed in the steel dumpster; and

(iii) the steel dumpster must be emptied and the debris hauled away on an as-needed basis well before it is filled to overflowing.

Within the last three (3) days of every month, all debris must be taken off the Lot and out of Joy's Serenity Point, leaving the Lot free of all debris.

3.4 No Burning or Burial. Burning or burial of construction debris or vegetation is prohibited.

4. Excess Natural Materials. Excess plant matter, rock, topsoil and similar materials must be offered first to Emerald Cove II, LLC prior to their removal from Joy's Serenity Point, and no such materials may be removed from Joy's Serenity Point without the prior approval of Emerald

Cove II, LLC.

5. Street Cleaning. Periodically, Emerald Cove II, LLC may engage a street cleaning service to clean the streets in Joy's Serenity Point of normal construction dirt, mud and gravel. Emerald Cove II, LLC shall pay for twenty-five percent (25%) of the cost of such service. The Owners constructing homes at the time such services are rendered shall pay for the remaining seventy-five percent (75%) of the cost, in accordance with the following formula:

A particular Owner's pro-rata share of street cleaning costs shall be determined by multiplying the total cost of the service times (a) .75 and (b) a fraction, the denominator of which is the total number of houses in Joy's Serenity Point that have been under construction for six (6) months or less, and the numerator of which is the number of houses in Joy's Serenity Point that such Owner has had under construction for six (6) months or less. The intent of this formula is to ensure that each house under construction bears its fair share of the street cleaning costs for the first six (6) months it is under construction, but not thereafter. Invoices from Emerald Cove II, LLC for reimbursement of the street cleaning costs must be paid within thirty (30) days.

Emerald Cove II, LLC shall also have the right, without notice, to clean up any significant amount of dirt, gravel, cement, etc., left on any street if the same is not immediately removed by the Owner responsible therefore, charge the cost of such clean up to the responsible Owner and receive reimbursement for the expense of such clean up from the Owner or the Owner's Construction Escrow Deposit.

6. Silt Fences. Silt fences and/or other devices for sedimentation control shall be installed where necessary or as directed by the ACC.

7. Materials Storage. No construction materials, equipment or debris of any kind may be stored on any street, curb, sidewalk or area between streets and sidewalks, on any adjacent Lots, developments or otherwise than in the locations approved of by the ACC.

8. Trailers. No construction office trailers may be placed, erected or allowed to remain on any Lot or in any other area in Joy's Serenity Point, except as approved in writing by the ACC.

9. 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 ACC approves an alternative access way.

10. 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.

11. Parking. All vehicles must be parked so as not to impede traffic or damage vegetation. No vehicles (trucks, vans, cars, trailers, construction equipment, etc.) may be left parked on any streets within Joy's Serenity Point 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.

12. Miscellaneous Practices. The following practices are prohibited at Joy's Serenity Point:

12.1 Changing oil of any vehicle or equipment;

12.2 Allowing concrete suppliers and contractors to clean their equipment other than at locations, if any, designated for that purpose by the ACC;

12.3 Carrying and/or discharging any type of firearms, except by law enforcement officials and security personnel authorized in writing by Emerald Cove II, LLC; and

12.4 Careless disposition of cigarettes and other flammable material.

13. Pets. Builder and contractor personnel may not bring pets into Joy's Serenity Point unless approved in writing by the ACC.

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

15. Accidents. Emerald Cove II, LLC shall be notified immediately of any accidents, injuries or other emergency occurrences.

16. Portable Chemical Toilets. An enclosed and regularly serviced portable chemical toilet must be provided at each residence under construction (or group of residences, if group is owned by one builder), in as inconspicuous a location as possible.

17. Speed Limits. Unless otherwise posted, the established speed limit within Joy's Serenity Point community is twenty miles per hour (20 mph) for all vehicles, and this limit must be obeyed.

18. Property Damage. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, fences, etc. will be repaired by Emerald Cove II, LLC and the cost of such repairs will be billed to the responsible Owner. If not paid promptly, the repair cost will be deducted from the Construction Escrow Deposit. If the Construction Escrow Deposit is not sufficient to cover the entire repair cost, the additional amount will be charged to and promptly paid by the Owner. If any telephone, cable T.V., electrical, water or other utility lines are cut, the party causing such damage shall (1) report the incident within thirty (30) minutes to Emerald Cove II, LLC's project manager and at the respective utility company and (2) bear any cost incurred in connection with repairing such damage.

19. Failure to Abide. Failure to abide by any of the above rules may result in the loss of a contractor's privilege to enter Joy's Serenity Point on a temporary or permanent basis.

**EXHIBIT B
TO ARCHITECTURAL AND LANDSCAPE
GUIDELINES**

**SEWER PUMP SYSTEM CONTACT
INFORMATION AND CHECKLIST**

JOY'S SERENITY POINT

EFFECTIVE AS OF DECEMBER 14, 2006



Founded 1938



POST OFFICE BOX 668710 • CHARLOTTE, NC 28266-8710 • TELEPHONE (704) 399-1506 • TELEFAX (704) 398-2605

Builder should contact Ken Sigmon (704)-399-1506 office or (704)-309-0110 cell

- 1) When plumber is to do plumbing rough-in.
- 2) When electrician is in process of electrical rough-in
- 3) When house is ready for grinder pump to be installed, fax the following information to (704)-398-2605
 - 1) Lot #
 - 2) Street address (name & number)
 - 3) Contact name & phone #
 - 4) Builder's name & phone #
 - 5) Building permit #

*Note:

When water and power are turned on call Roger Payne (704)-399-1506 at least 24 hours prior to needing pump station start-up.

If further information is needed, call Ken Sigmon or Roger Payne.