

# THE BIG SOUTH FORK AIRPARK

ARCHITECTURAL REVIEW COMMITTEE

ARCHITECTURAL GUIDELINES  
REVIEW PROCEDURES  
RULES AND REGULATIONS

FOR THE CONSTRUCTION OF RESIDENCES AND PROPERTY IMPROVEMENTS

SUBJECT TO ALL AMENDED  
LAND USE RESTRICTIONS  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
BUILDING STANDARDS

APPROVED BY: ARC Committee  
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### 1. GENERAL INFORMATION

#### 1.1 PHILOSOPHY

In any residential community which has a specific purpose and caters to residents interested in aircraft or equestrian uses or both, certain rules and restrictions are established to ensure that development can proceed in an orderly and well planned manner. The overall philosophy of the Airpark as it relates to design is to use natural elements and exteriors in the construction of Structures, wherever practicable and possible. The Covenants, Conditions and Restrictions, recorded in the Register's Office in Scott County, at Book 162, Page 750 ("Covenants") are intended to protect the community from unattractive and irresponsible construction, thus enhancing the overall beauty and cohesiveness of the Airpark, maintaining property values, and protecting the natural environment. These rules are intended to be in accordance with the requirements set forth in the Covenants.

#### 1.2 AUTHORIZATION

The Developer of The Big South Fork Airpark shall establish an Architectural Review Committee, hereinafter called the "ARC". The Developer shall have sole authority to control and manage the ARC until Turnover. Upon Turnover, the ARC will function as a part of the Association. The ARC's mission and authority is set forth in Covenants and expanded in this document. The ARC hereby develops Architectural Guidelines, Review Procedures, and Rules and Regulations governing all real property improvements. The Covenants setting forth certain use restrictions and guidelines are attached hereto and incorporated herein by reference as Exhibit A.

#### 1.3 SCOPE

Review for approval the plans and specifications for new construction, additions, alterations and improvements of any kind to all residential property exteriors and Accessory Structures. This includes, but is not limited to, aesthetics, drainage, landscaping, exterior colors, materials, re-roofing, re-painting, recreational equipment, and tree removals. When requested, the ARC will assist in the review, execution, and inspections of all Home Owners Association (HOA) and/or Hangar Condominium Owners Association ("HCOA") improvement projects to Common Areas. Approval by the ARC does not attest to the structural integrity of the submission or to its compliance with local building codes.

#### 1.4 EXPLANATION OF ASSOCIATIONS

There are at least two (2) associations which govern areas in the Airpark: The HOA and the HCOA. The HCOA is responsible for the property designated as HCOA property and generally includes the hangar area, the taxiways, aprons and the access gates to the Airport. The HOA is

responsible for the common areas of the remainder of the development and property designated as HOA property and generally includes the remainder of the Airpark. There is a separate parcel of land adjacent to the Airpark which will have equestrian facilities constructed on it ("Equestrian Center"). This property is not part of the Airpark, although some of the amenities may be available to HOA members based on terms and conditions established by the relevant Equestrian Center authority.

## 1.5 INTERPRETATION AND SEVERABILITY

Whenever possible, each provision of this document shall be interpreted to be valid and effective under applicable law, but if any provision of this document is prohibited, invalid, or unenforceable under any particular circumstances, that provision shall be ineffective only to the extent of the prohibition, invalidity or unenforceability, without invalidating that provision under any other circumstance or invalidating the remaining provisions of this document. Section 15.12 of the Covenants provide a hierarchy of interpretation in the event of a conflict between the Guidelines and the Covenants.

## 1.6 ABBREVIATIONS AND DEFINITIONS;

- **BSF or Airpark**—The Big South Fork Airpark.
- **HOA Board of Directors, HOA Board, or the Board** - the governing body of the HOA, elected by the property owners of BSF.
- **ARC** –Architectural Review Committee. The committee initially appointed by the Developer to oversee and implement the provisions of the Architectural Guidelines, Review Procedures, & Rules and Regulations.
- **COVENANTS** - Declaration of the Covenants, Conditions and Restrictions for the Big South Fork Airpark recorded in the Scott County Register of Deeds ad Book 162 Page 750.
- **DESIGN GUIDELINES** - These Architectural Guidelines, Review Procedures, & Rules and Regulations for the Construction of Buildings and Property Improvements, designed to guide or control the improvements or any other proposal in question as established from time to time, by the Developer and/or the ARC concerning the size, shape, configuration or materials, site plans, excavation and grading plan, foundation plan, elevation drawings, floor plan specifications on all building products and construction techniques, samples of exteriors doors, drainage plans, landscaping (including landscape delineators and statuary) and fencing plans, plans for utility services, and all other documentation or information relevant to the location, appearance and other aesthetic considerations,

construction and maintenance of all Structures and other work within the Property.

- **ADMINISTRATOR** -The Administrator of the ARC.
- **COUNTY** –Scott County, Tennessee.
- **SETBACK LINE** - A line at a predetermined distance, within and parallel to a property line.
- **SETBACK AREA** - That area between the property lines and the required setback lines.
- **EQUESTRIAN CENTER** – Shall have the meaning set forth in Section 1.3.

Capitalized terms not defined in this document shall have the meaning set forth in the Covenants.

### 1.7 ARCHITECTURAL REVIEW COMMITTEE (ARC)

The ARC is the body with authority to administer the Design Guidelines and is established, in part, to maintain the type of home design, colors and materials appropriate to the Airpark and to ensure that all projects meet the Design Guidelines. All required information must be submitted to and approved by the ARC prior to construction commencement or implementation. This also applies to any additions or alterations, repainting, re-roofing, or major landscape changes. Pursuant to Section 11.1.1 of the Covenants, the Owner and the General Contractor, if any must each deposit \$3,000 with the HOA to ensure compliance with any and all rules, regulations, Design Guidelines and the commencement of construction within 3 months of receipt of Final Approval and completion of construction within 18 months after commencement.

ARC Committee Appointments - 1 Administrator (3-7) Members all appointed by board. All one year terms. Resignations are replaced only by the board, you cannot transfer or assign your position in total nor in part. Administrator does not vote except in the case of a tie, keeps minutes, deposits fees collected.

Scope - To follow the duties and procedures as outlined in ARC docs, applications and checklists. ARC members can make recommendations and suggest any permanent or temporary rules changes. ARC members can also make recommendations to the board for any variances requested by individuals. Members should meet quarterly or more often if needed.

### 1.8 LIMITATION OF LIABILITY OF ARC

Section 11.1.12 of the Covenants sets forth the limitation of liability of the ARC.

### 1.9 WASTE DISPOSAL

Household waste must be kept in appropriate trash containers in accordance with county requirements. Household waste shall not be placed on the curbside unless it is the night before county pick up of such waste. Waste receptacle removal from the curbside must be made the day of county pick-up.

#### 1.10 DESIGN DOCUMENTS

The property owner as well as the architect, engineer, or designer are responsible for ensuring that all plans, documents, and submittals are prepared in accordance with these Guidelines and satisfy the County building code, if any, and all other governing codes, rules and regulations. See the detailed requirements in Section 4.4 and the Summary of Procedures in Section 4.4.3 of this document.

Submittal for final approval to the ARC must include a full set of plans and specifications, working drawings, landscapes plans, drainage plan, and a color sample board, as applicable, material samples where requested, survey, floor plan, elevations, site clearing and filling plan, site plat with all Setbacks and specifications, including exterior materials and colors, shape, height, time of construction, landscape plans including the underground irrigation system and types of plants, trees, flowers, grass and other materials, impervious surface, trees to be preserved or removed, finished floor elevations, grading and projected direction of drainage flow, fencing and other data required by these Guidelines or requested by the ARC.

#### 1.11 COUNTY BUILDING PERMIT

For any project or any portion of a project that requires any permit, including but not limited to a County Building Permit, a copy of any such permit and all changes to the plans must be filed with and received by the ARC prior to the issuance of such Permit.

#### 1.12 COPYING BUILDING PLANS

Owners may obtain, at cost and upon written cost, copies of drawings of their residence they have submitted to the ARC.

### ARTICLE 2 DESIGN GUIDELINES

2.1 Use Restrictions. The restrictions in the Covenants (as attached on Exhibit A) are incorporated herein by reference.

2.2 Minimum Design Criteria. All improvements shall be constructed at the least to the following minimum standards:

2.2.1 Size of Residence. For all Class A, Class B-1, Class C lots, the living area of each residence shall contain a minimum of one thousand eight hundred (1,800) air-conditioned, habitable square feet, exclusive of garages, porches, patios and terraces. Maximum building sizes are not established; however the ARC will consider the bulk and mass of the structure and

may, at its sole discretion, disapprove a submittal that it deems is inappropriate for the site. Since bulk and mass is a volumetric perception, second story living spaces (including bonus rooms over garages) shall also be included in the decision. Due to the unique nature of the development, all B-1 lots that contain a hangar and a residence within or attached directly to each other so as to construct a single contiguous building may be exempt from this provision.

2.2.2 Setback Criteria and Placement of Residence. The ARC reserves unto itself, its successors and assigns, the right to control absolutely and solely the sitting of any house or dwelling or other structure upon all lots within the Airpark. Such location shall be determined only after reasonable opportunity is afforded the lot Owner to recommend a specific location. Any land disturbances need to be an average of 30' away from any streams or wetlands and a minimum of 15' away from any streams or wetlands as per T.D.E.C guidelines. With the exception of driveways, walks, fences, and mailboxes, no structures shall be allowed on any lot outside the building setback lines. Minimum building setback requirements for a typical standard lot are as follows:

Front: 30' from right of way easement line

Side: 30' each side to adjoining property line  
30' to right-of-way easement on corner lot

Rear: 30' to taxiway easement, or landscape  
Easement, as applicable

Free standing hangars on the Taxiway Cul-de-sac:  
5' on all sides for right-of-way utility easement  
40' from the taxiway center line for structures

All structures on Taxiway must be a minimum of :  
40' from the taxiway center line

Setbacks for corner lots, interior lots, cul-de-sac lots, and those lots that have an interface with Common Areas may require different minimum setbacks. Placement of the building within the setback limitations shall be in the most advantageous position to ensure that no trees are unnecessarily disturbed and that the views and privacies of surrounding residences are not adversely affected. In keeping with the overall goal of maintaining a natural environment, a tree and topographical survey must be submitted to the ARC showing the type and location of significant trees on the lot. The ARC may grant a variance to these setback requirements, although the ARC cannot grant a variance to the minimum easement set forth in any final plat recorded in the Register's Office of Scott County, as may be amended from time to time

2.2.3 Grading and Drainage. All building will be constructed at a minimum finished floor elevation established by the Developer or Board (if after Turnover). Existing trees and vegetation should be spared whenever possible. Cuts and fills should be designed to

complement the natural topography of the site. Existing drainage structures, including but not limited to natural drainage flow in those cases where drainage structures have not been implemented to purposefully alter the natural flow, shall not be altered or affected in any way. Flow of water shall be directed to existing drainage structure in such a manner as to allow run-off onto adjacent property, not allow puddles or ponding in paved or swale areas.

2.2.4 Design and Elevation. Each architectural design shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles. Elevation approval shall consist of a review of front, side, and rear elevations. All elevation treatments for all structures on the Lot shall follow the common architectural designs theme of the residence as closely as possible.

2.2.5 Exterior Material and Colors. In accordance with the overall design philosophy and the Covenants, exterior material and colors should be made of natural materials, or natural looking materials, consistent with the other residences in the Airpark. The following exterior materials, in most cases, will be acceptable and appropriate. However, Owner must obtain prior written approval from the ARC of the exterior material:

- a) Masonry – architectural CMU’s stone or brick, stacked or river stone, (veneer and cement plastering).
- b) Wood – Pine and cedar wood shake, vertical board on board, or vertical board and batten, lapped cedar/cypress in various horizontal exposures, un-milled bark on planks, timbers, boards, board and batten, tongue and groove, solid wood siding, rough sawn lumber.
- c) Metals (for hangars or certain Accessory Structures)– factory finished in durable anodized or baked-on enamel

2.2.6. Exterior Accents. By way of a guideline, exteriors accents could include site built shutters, hand (or machine) hewn porch columns and beams, sash with small muntin patterns, custom-to-cut wood balconies and balustrades, side hinged garage doors, stone-clad chimneys and small out- building structures.

2.2.7. Materials Sample Board. A materials sample board and a color plan (8 1/2 x 14”) to include exterior building material, soffit, decking, paves, roof tile, and any building highlights, accent materials, eyebrows, etc. will be required which shall conform to the natural color scheme of the development. Exterior colors and textures that, in the opinion of the ARC would be inharmonious, discordant or incongruous shall not be permitted. Such materials include, but are not limited to, stucco or aluminum siding. The colors of roofs, exterior walls, doors and trims shall be integral to, and harmonious with, the exterior color scheme of the residence.

2.2.8 Roofs. Clay tile, slate, wood shingle, wood shake, architectural grade shingles and architectural metal will be the only roof materials permitted on all pitched roofs. The proportions of roofs shall be consistent with the architectural style of the residence and generally shall consist of at least three distinct levels. A minimum pitch of 12/8 on all roofs is recommended for all residents and 12/1 is recommended for all hangars. All roof stacks, vents flashings, and chimney caps shall be painted to match the approved roof colors. Roof stacks and vents shall

be placed on rear slopes of the roofs and shall not be visible from the street unless determined to be absolutely necessary. Flat roofs and tar and gravel surfaces are prohibited in the front and sides of the building. A parapet roof may be allowed if it is not a dominant feature of the building and is consistent with the architectural style of the residence. Individual treatments shall be the determining factor. Gutters and downspouts shall be finished to blend with the exterior color scheme. Storm water flow must be directed to, and conform to, the approved drainage plan and requirements. Solar water heating panels shall be reviewed on an individual basis, and if approved, shall not be visible from the street.

2.2.9 Windows, Doors, Awnings and Shutters. Unfinished aluminum, bright finished, or bright-plated metal on exterior doors, windows, trainee, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electro-statically painted, and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed, or stained.

2.2.10 Garages, Hangars and Driveways. Each residence must have a private, fully enclosed garage. Garages shall be in keeping with the architectural style of the residence. Double garage doors shall be a minimum of sixteen (16) feet in width; doors for individual stalls shall be a minimum of nine (9) feet in width. No hangar shall directly face a residential street unless otherwise approved by the ARC. The exterior surface of the sides of any garage or hangar shall be comparable with the exterior surface of the residential dwelling. The interior of a garage apartment may be left vacant for trimming out at a later date. Driveways may be constructed of blacktop, brick, plantation mix, stone, or interlocking pavers but must be of stable and permanent construction, and be compatible with the current road system. Painted concrete driveways are prohibited. Driveway aprons must be patterned in the same manner as the driveway. Each Taxiway Lot must have a hangar constructed on the lot. Hangars can be part of the residence or be free standing and separate from the residence.

2.2.11 Equine Stalls. Lots may have stalls constructed on the lot. In addition to the requirements set forth in the Covenants (and attached hereto as Exhibit A). Any and all stall design and placement on the lot must be approved by the ARC, in advance.

2.2.12 Fences and Walls. Except as authorized in the Covenants, fences on residential lots shall not be constructed unless approved by the ARC, in advance. The ARC will not approve chain link, wire or similar materials for residential lots. Fences, if approved, may be constructed out of wood, wrought iron or anodized aluminum. Walls must be compatible with the materials, colors finishes, textures, and architectural style of the residence. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and may be allowed within the building setback. Said structures, if approved, may not exceed height of six (6) feet exclusive of pilasters or ornaments and shall be designed and constructed of material identical to or compatible with the materials, colors, finishes, textures, and architectural style of the principle structure. Individual treatments shall be a determining factor of any approval. Notwithstanding the above, the Developer or the ARC, may construct, or require construction of, a perimeter wall or fence on or near the property line of a lot or a screening wall within the setback area of a lot as a special condition.



2.2.13 Landscaping. A landscaping plan must be submitted to and approved by the ARC prior to commencing construction. A landscaping plan shall include a landscape scheme, a list of all plant stock, and the size (in feet and inches) of such stock at the time of planting. Invasive or non-native trees, shrubs, or vegetation shall not be used. It is the goal of the ARC in the approval of any landscape plan to preserve all existing trees where possible and to have a preference for native plants. A Lot may be left in a "natural state" but must be at least be maintained and kept tidy. No artificial turf or other similar materials shall be permitted. Irrigation from adjacent lakes or retention areas is not permitted. The Owner may only use a well, if any, with the prior approval of the ARC, including but not limited to location and size.

2.2.14 Lighting. All exterior lighting of a homesite shall be accomplished in accordance with a lighting plan approved in writing by the ARC. Any other exterior fixtures not attached to the building structure or appurtenant walls must be approved in writing by the ARC. All other exterior lighting shall be buffered from surrounding residences, and all flood lights are required to have adjustable heads. Colored lighting shall not be permitted. Aircraft and Airport lighting requirements or restrictions shall take priority over Lot lighting. Open flame gas lanterns, where appropriate are preferred for ornamental lighting.

2.2.15 True Four-Sided Architecture. The exterior of all homes shall be finished in true four-sided architecture, with the exterior finish and detailing of the front of the home continuing around all sides of the home.

2.2.16 Accessory Structures. All accessory structures shall be used by the residents of the principle residence or their guests and no Accessory Structure shall be rented, leased, or to be used by any person not residing within the principle residence or as a non-paying guest thereof. The construction and design of any Accessory Structure must have the prior approval of the ARC.

2.2.16.1 Pool House. A pool house is a structure adjacent to an in-ground pool, and it may contain a kitchen and bathroom. A pool house may not exceed twenty-five percent (25%) of the living area of the principal residence. No pool house may be over one story, unless the principal residence is a two-story residence, or has the elevation of a two story residence, and in no event may the pool house be more than two stories in height.

2.2.16.2 Additional Covenants and Restrictions. An Owner, without the prior written approval of the Developer, shall not have the power or authority to impose any additional covenants or restrictions on any of the Property, including the Owner's Lot.

2.2.17 Chimneys. Chimneys are important aspects of home design, and must be artistically designed to emphasize them, and must be composed of materials complementing the exterior them of the home. In no event can such aspect of home design exceed the height limitation of any improvement.

2.2.18 Home Offices. The restrictions to home offices is set forth in the Covenants, attached hereto in Exhibit A.

2.3 No heavy Equipment. No chemicals (other than those normally found in homes), may be used in any allowed home occupation. Equipment and tools are limited to those that are hand held or table mounted. Heavy electrical or mechanical equipment is prohibited. No noise or noxious fumes external to the residence shall be generated other than those noxious fumes incidental or required which arise out of the approved operation of an aircraft, or the approved use of an equine.

2.4 No Commercial Aviation Activity. The Airpark is restricted and as set forth in the Covenants, attached hereto as Exhibit A, no commercial activity involving aircraft of any type may occur on Airpark property or any Lot.

5. No Large Equipment. No large equipment used off-site will be stored or temporarily used or located on the premises.

2.6 Nuisance. No material noxious or offensive activity shall be carried on upon any Lot or Common Area no shall anything be done thereon which is a material annoyance or material nuisance. As long as their conduct is reasonable, children at play on a Lot, upon the common Area, or upon any vacant Lot shall not be a nuisance. Notwithstanding anything contained herein to the contrary, the Airpark is a planned unit development designed for aircraft and equestrian use. Therefore, without limiting the applicability of any other section, Sections 3.11, 10.1.5 and 10.1.6 of the Covenants are specifically referred to as each provision relates to nuisance, and/or waiver of claims.

2.7 Rentals. The rental of a principal residence or accessory structure is permitted, subject to the provisions of this paragraph. Daily, weekly, or month-to-month rentals are strictly prohibited. A principal residence with all Accessory Structures may be rented under a lease for a period of not less than one (1) year. If a tenancy ends for any reason within the term of a lease, the home or accessory structure (including any other accessory structure on the Lot) may not be re-let more than once during the original term of a breached, terminated or canceled lease. No principal residence or accessory structure shall be used for the purpose of renting rooms therein as a hotel, boarding house, bed and breakfast, motel, tourist, motor court, or any type of transient accommodation. The Board may establish reasonable Rules regarding rentals.

2.8 Shutters. Shutters that are consistent with the building are acceptable but subject to ARC approval.

2.9 Signage. Signs of any kind shall not be displayed to the public view on any Lot. No signs may be placed in view in windows or in vehicles. Only signs approved by the Developer or the ARC may be used by a Builder to advertise during construction. Once residence is complete, or owner moves in, signs must be removed. Developer reserves and shall have the right for itself and its designees, to place and maintain signs in connection with construction, marketing, sales and rental of Lots and homes and identifying or information signs anywhere on the Property, including with the public and private right-of-way.

2.10 Solar Energy Devices. The heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than underground natural gas or electricity are encouraged, but they must be approved by the ARC. Components of such systems that are affixed to the exterior of a residence shall be permitted provided the design and location thereof shall have first been approved by the ARC. To the maximum extent possible under the law, such devices must follow the plane and coloration of the surface upon which they are mounted, and not be visible from the common area, the streets, the taxiways, and the first floor of other residences. All possible steps shall be taken to avoid locating them on the front of the residence.

2.11 Vegetable Gardens. Reasonably-sized and neatly kept vegetable gardens are permitted in side yards and back yards of Lots.

2.12 No trucks that contain more than 7 yards of material will be allowed on the Airpark Property without the consent of the HOA.

### ARTICLE 3 TAXIWAYS, CLEARANCES, HEIGHT, AVIATION

#### 3.1 TAXIWAYS

All taxiways which are constructed to a paved width of at least of 22 feet, more or less, shall be subject to an air clearance easement with a total width of 60 feet, 30 feet each way from the center line of the taxiway to permit aircraft to taxi. No fence, wall, or architectural feature, structure, vegetation, tree or landscaping of any type, sort or nature shall be permitted within such 60 foot clearance zone which exceeds a height of two (2) feet above the finished grade of the taxiway adjacent thereto.

#### 2. AVIGATION EASEMENT.

The Property is subject to an Avigation Easement. The Property is also subject to a clearance easement pursuant to the Through the Fence Agreement dated October 3, 2007, and of record in the Register's Office of Scott County, Book 162, Page 806. Avigation or aviation concerns shall take precedence in all matters related to aircraft take-off and landing, transmissions or modes of communication related to aircraft and the Airport, height restrictions or clearances, lighting, or interference of aircraft takeoff or landing in any manner. Further, neither the Owner nor the ARC may do anything in contravention of any Federal Aviation Authority laws or regulations.

### ARTICLE 4 ADMINISTRATION

#### 4.1 Board.

After Turnover and the full ARC board is put into place by the Developer, each member of the ARC shall have one equal vote, with the exception of the ARC Administrator who does not have voting privileges. The Chairperson shall only vote in the event of a tie on any issue or to make

up a quorum. Before Turnover, the Developer may appoint any one, or more, persons to act as the ARC board and the ARC Administrator and such person(s) will have the authority to carry out all the responsibilities and approvals contained herein. It is the intent of the Developer, but not a requirement, to retain an architect to carry out this function before Turnover. Such architect will act as ARC Administrator and ARC Board and will have the full authority to carry out the requirements and responsibilities hereunder, except that any action requiring a variance, will require Developer approval.

#### 4.2.1 MEETINGS

The workload at any given time determines the frequency of ARC meetings; however, the ARC must meet at least once per quarter. The ARC Administrator is responsible for the taking of minutes and the preparation of correspondence as a result of the deliberations of the ARC. A permanent record should be kept of all proceedings. Deliberations of the ARC concerning individual projects are kept confidential until such time as a final determination has been made.

#### 4.2.2 QUORUM

After Turnover, all actions and decisions of the ARC shall be passed by a quorum of the eligible voting members, except during disaster situations. A quorum shall consist of a minimum of three (3) eligible voting members. A simple majority of those casting votes in a quorum shall constitute the ARC decision.

#### 4.3 CONFLICT OF INTEREST

If an ARC member submits a project to the ARC for review or has a personal interest in a submitted project, the ARC member shall recuse himself from the meeting during the review, discussion and vote of that project.

#### 4.4 REVIEW PROCEDURES

ALL OWNERS, ARCHITECTS, ENGINEERS, DESIGNERS, BUILDERS, CONTRACTORS, AND DEVELOPERS SHALL HAVE RECEIVED, READ, AND UNDERSTOOD THESE GUIDELINES AND AGREED TO COMPLY WITH THEM, AS APPLICABLE, PRIOR TO SUBMITTING ANY PROPOSAL FOR ARC REVIEW.

4.4.1. SUBMITTALS. Only print copies may be submitted. Original plans, digital plans, or mirror image plans will not be reviewed. Submissions must be made in a manner that allows the maximum amount of time for the ARC to consider and discuss the plans. Submissions must be made at least five (5) days before any scheduled ARC meeting in which such submission is to be discussed in such meeting. It is recommended that a design professional (architect or engineer) or a qualified and experienced residential designer shall prepare submissions. Further any general contractor must be licensed by the state of Tennessee Board of Licensing Contractors, and be approved in advance, and in writing, by the ARC. The ARC has the right, in its sole discretion, to refuse to consider or accept a submittal if, in the judgment of the ARC, the submittal does not meet ARC criteria. The initial submittal to the ARC, whether for concept, preliminary, or final review must be accompanied by a brief narrative of the design philosophy as evidence of on-site observations regarding site restrictions and compatibility with surrounding structures, including height, massing, proportions, and proposed exterior finishes and colors.

Submittals for Additions must include a current as built site plan and photographs.

4.4.2 Assessment of impact on aircraft use and equestrian use. Submittals must include a brief explanation of whether and how such submission impacts the aircraft use, Airport, or equestrian use of the Property by either the Owner, or other possible owners in the Airpark.

#### 4.4.3 SUMMARY OF PROCEDURES

In effort to make the review process as simple but as thorough as possible, the standard process for the review of a residence on an Owner Lot follows. The review process may be for concept, preliminary or final review. The following may be tailored by the ARC, in its sole discretion, depending on whether the review process is for concept, preliminary or final review:

(A) INITIAL REVIEW:

- a. The initial review requires all plans to be submitted to the ARC along with a non-refundable \$100.00 processing fee. The actual review does not occur until all required submittals in the form requested by the ARC, ARC Administrator, or required hereunder have been made. Upon a complete package having been submitted in the appropriate form, the ARC has up to twenty (20) days to approve the submission, request additional information, or deny the submission. If the ARC denies the submission, a brief explanation of such denial will be provided to the Owner. At a minimum, the initial review will require the following submittals:
  - i. Design Plan which at a minimum includes design, colors, finishes
  - ii. Site Plan with setbacks, centerline shown, all trees to be removed marked clearly indicated on the Site Plan;
  - iii. Floor Plan of residence;;
  - iv. Survey with reasonable detail to interpret the plans and elevations;
  - v. Landscaping Plan (with indication of trees to be removed
  - vi. Request for removal of trees (even if such planned removal is set forth on any submittal and no removal can be made without ARC approval);
  - vii. Drainage Plan;
  - viii. Explanation of the effect on the Airpark use and equestrian use for any design;
  - ix. Any other request for a submittal if the ARC determines such submittal will be helpful (the ARC reserves the right to enlarge or limit the submittal requirements at anytime
- b. Upon approval of the submittal, and upon the receipt of the deposit, the ARC will provide the Owner with an Final Approval Letter and the Owner may stake out the Lot for construction of the residence.

(B) ON-SITE REVIEW:

- a. The ARC or a representative of the ARC may go on-site to review the progress of construction and ensure that the construction is in accordance with the plans and specifications approved by the ARC in the Initial Review. At anytime, the ARC may provide written notice to the Owner requesting changes or alterations

in order to conform the already approved plans and submittals. The ARC has the right to demand that the construction cease until any variances not approved by the ARC are cured or corrected. The process to follow will include:

- i. A Stake-Out Inspection Letter to be provided to the Owner by the ARC if such staked out Lot reflects the plans and submittals in the initial review. Construction can not commence until a Stake Out Inspection Letter is received. The ARC will make all reasonable efforts to provide such letter within 15 days of the Owner's written notice that the Lot has been staked out for inspection.
- ii. Periodic on-site reviews may be made at any time and the ARC may request in-progress construction status reports from the Owner or contractor
- iii. If any change, modification or alteration occurs during construction which differs or varies in any way from any of the submittals provided to the ARC during the initial review, the Owner must submit such changes to the ARC for approval prior to such changes being made on-site.

**(C) FINAL COMPLIANCE APPROVAL**

- a. Assuming all submittals have been provided, construction is completed, and the Owner complies in all respects with the spirit and intent of this process and these requirements and all requests made by the ARC, a Final Compliance Inspection will be made of the Lot. If all items are in order, the ARC will provide a Final Compliance Approval Letter.
- b. Upon issuance of a Final Compliance Letter, any deposit (less and fines) will be returned to the Owner.

**4.3 TYPES OF REVIEWS AND SUBMITTAL REQUIREMENTS**

The ARC has the option of requesting additional information that may be necessary or helpful. If there are architectural design aesthetic concerns, all pertinent house elevation drawings must be submitted. The resulting ARC review comments are for the property Owner, architect, designer, or contractor for a specific lot and are in no way binding on the ARC to subsequent approvals for any other aspects of the project.

**4.3.1 Resubmittals & Design Conferences**

When resubmitting any project, all of the previous ARC comments and requirements must be responded to in written form, as well as all corrections, revisions, etc. delineated on all drawings. Failure to do so will be cause for the rejection of the entire resubmittal.

**4.4 VARIANCES**

Unless otherwise set forth herein or in the Covenants, the ARC has the authority to and may occasionally grant certain variances when there is valid justification and where the variance does not have a negative impact on the adjacent properties or aviation or equestrian use. The Owner must include a written explanation justifying any request of a variance from these Guidelines. The ARC cannot grant a variance to a Covenant. No variance can be granted which does not comply with codes, ordinances, rules or regulations of any governing authority. Prior to Turnover, the Developer must approve any variance.

#### 4.5 OCCUPANCY

Occupancy may occur only after the house has received the following: (i) A Certificate of Occupancy; (ii) The exterior of the house and landscaping is completed in all respects, and (iii) A final compliance inspection has been undertaken and final approval given. A violation of this provision will result in an assessment of \$100.00 per day until the three aforementioned conditions are met. The following must be filed with the ARC Administrator before the final compliance inspection will be approved: (a) Copy of Certificate of Occupancy. The following conditions must also be met: (a) Dumpster and portable toilet removed from the site; (b) Exterior materials, fenestration, and details be built as approved; (c) Exterior colors be used as approved; (d) Landscape plan executed as approved; (e) The restoration of any damage to the road pavement, curbs, road right-of-way, and/or adjacent properties

#### 4.6 APPEALS

If the ARC disapproves a design, the Owner may make a request in writing for a hearing before the ARC at its next scheduled meeting in accordance with Section 11.1.6 of the Covenants which contains procedures which must be followed.

#### 4.7 PROJECT TIME LIMITS

New construction projects must begin within ninety (90) days after the ARC Final Review Approval, after which a new application and appropriate fee will be required. New Construction Projects must be completed and have ARC Final Compliance Approval within **24 months** of the ARC Final Review Approval. Exceptions may be granted by the ARC contingent on the receipt of a written request for an extension with an acceptable justification, prior to the expiration of the time limit.

Additions and Alterations must be completed within sixty (60) days of the ARC Final Review Approval unless an approved extension has been granted, in writing, by the ARC.

#### 4.8 REPLACEMENT AFTER DAMAGE OR DESTRUCTION

In the event of damage or destruction by fire or other casualty to any dwelling, if the Owner of such dwelling elects not to repair or rebuild the damaged or destroyed dwelling, such Owner shall clear away the debris of any damage to improvements or vegetation and leave such dwelling or accessory structure and the Lot upon which it is located in a clean, orderly, safe and tidy condition within seventy-five (75) days of the damage or destruction. Should such Owner elect to repair or rebuild such dwelling or Accessory Structure or other improvements, such Owner shall repair or rebuild such Lot or dwelling or other improvements to substantially the same condition as existed prior to the damage or destruction, unless otherwise permitted by the ARC. Such work must be in accordance with all applicable provisions of this section, ARC guidelines and all applicable zoning subdivision, building, and other governmental regulations. All such work, repair, or construction shall commence within seventy-five (75) days following such damage or destruction and shall be carried through diligently to conclusion as per ARC regulations.

#### 4.9 POST APPROVAL CONTROL (CHANGES)

If any changes to the approved plans involving the exterior of the structure or the site are contemplated during the course of construction, documentation and a request for Design Review must be submitted to the ARC prior to the execution of any changes. Any non-approved changes or violations discovered during on-site inspections will be subject to fines as scheduled

and may require restoration to the approved plans. \*\* Note: ARC has suspended the \$100 fee for small changes like, but not limited to, repainting, staining, placement of satellite dishes, changes to landscaping until 1/1/17. Said changes would still need to be approved by the ARC.

#### 4.10 NOTIFICATIONS

Any written correspondence stating a pending contingency or requirement of the ARC shall remain in effect until complied with and shall apply until the final compliance inspection is completed.

#### 4.11 DEPOSITS

##### 4.11.1 Escrows

The Owner and the General Contractor, if any, will both deposit a \$3,000.00 escrow with the ARC prior to initial review by the ARC. All deposits will be refunded, less any fines levied during construction, if final compliance inspections have been completed and approved by the ARC.

##### •4.11.2 Other

- (a) For new construction or demolition, a deposit of \$3,000.00 per unit.
- (b) For significant additions or alterations requiring foundation work or a pool installation, a deposit of \$2,000.00 is required;
- (c) For major alterations, a deposit of \$1,000.00 is required;
- (d) For minor alterations, a deposit of \$500.00 is required.

#### 4.12 ARC FEES

A nonrefundable fee of \$100.00 must accompany every application or submittal whether such application is for design review, concept review, single family residence review, additions or alterations, decks, enclosed areas, driveways, fences, etc. . No submittal will be accepted for ARC review without the required fee paid. The ARC reserves the right to charge a fee, or change fees without notice. . \*\* Note: ARC has suspended the \$100 fee for small changes like, but not limited to, repainting, staining, placement of satellite dishes, changes to landscaping, until 1/1/17. Said changes would still need to be approved by the ARC

#### 4.13 RE-PAINTING

Prior to the repainting the exterior of any existing structure, the property owner or the contractor must submit a written request to the ARC with samples of the proposed color(s) requested, even if the selection is believed to be the same as that on the existing dwelling. No repainting of the exterior is to commence until ARC approval notification is received in writing.

#### 4.14 RE-ROOFING

Prior to the installation of any new roof, the property owner or licensed contractor on behalf of the Owner must submit a written request to the ARC with a sample of the proposed material. The predominant color of the house siding and trim shall also be stated on the application.

#### 4.15 Compliance

It shall be solely the property owner's responsibility for compliance with all other applicable codes, rules, regulations, or insurance company construction and safety requirements.



#### 4.16 Liability

The ARC shall NOT be held liable in any way for any ensuing litigation pertaining to building, construction, or any approval or disapproval granted or denied.

#### 4.17 Dog Runs/Pet Yards

Enclosures must be approved by the ARC. Visible wire-type fencing is prohibited.

#### 4.18 TREE REMOVAL FROM PRIVATE PROPERTY

After the approval of the site stakeout inspection and during all of the construction phase and thereafter, no tree greater than three inches (3") in diameter measured at two feet (2') above grade shall be removed without an on-site inspection and approval of the ARC. It is the goal of the ARC to have 40% of trees over (3") in diameter remain on the lot. If a specimen tree or if many trees have to be removed for construction foot print tree mitigation or a contribution may be required subject to ARC approval. Replacement mitigation of approved removals may be required by the ARC

##### 4.18.1 For approval of tree removal, submit the following information to the ARC:

- A letter requesting review with narrated justification
- A Site Plan, sketch, or photographs clearly showing the locations of the tree(s) requested to be removed and the relative locations of any vertical and/or horizontal construction
- The diameter and specie of each tree to be removed. Tag the tree(s) with RED RIBBONS so that the trees to be removed may be easily identified when the on-site inspection is conducted.

##### 4.18.2 TREE REMOVALS OTHER THAN ON PRIVATE PROPERTY

All tree removals other than on private property must be submitted for approval to the AOA or the HCOA, depending on where it is located.

## ARTICLE 5

### RULES & REGULATIONS GOVERNING CONSTRUCTION & MAINTENANCE

#### 5.1 Contractor Documents

All General Contractors and Subcontractors including, HVAC, Plumbing, and Electrical must provide the ARC with copies of Current State License, Workers Comp, General Liability and Business Licenses. All copies must be current with up-to-date renewals on file. Any construction within the development MUST comply with the current **International Residential Building Codes** as a minimum standard. Conducting business on the DEVELOPMENT without meeting this requirement will result in a stop work order and be subject to a fine. NOTE: (Scott County TN does not currently have building code requirements)

#### 5.2 General

These Rules and Regulations are mandatory by all property Owners, general contractors, subcontractors, material suppliers, and maintenance services. Violations may result in denial of access to the Airpark. Contractors are liable for damage to road, utility infrastructure, and the landscape on both private and common property including road rights-of-way. Neither the ARC,

Developer, HOA or HCOA, or each of their employees, assumes any liability for the loss or destruction of any contractor's vehicle, trailer, construction equipment, or materials on or from any property within the Airpark.

### 5.3 CONSTRUCTION HOURS

Construction is permitted only between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday and Sunday. Construction vehicles should use the gate that provides the most direct and shortest route to the work site or exit from the DEVELOPMENT

### 5.4 TRAFFIC LAWS/PARKING

The parking of vehicles and trailers shall be limited to the job-site property wherever possible. The road right-of-way may be used for parking only when on-site space is not available. The road right-of-way in front of improved properties shall not be used. Caution shall be exercised to avoid damage to the road rights-of-way. Any damage to the road rights-of-way shall be restored to the original condition at the completion of the project. Under no circumstance shall parking interfere with the flow of traffic or cause hazardous traffic conditions.

### 5.5 PERMITS

Permits must be posted on the project site near and easily visible from the road, protected from the weather and maintained on the site until project completion. A full set of approved project plans must be maintained on the job site at all times.

### 5.6 SITE ACCESS AND PROTECTION OF PROPERTY

Whenever possible, the access to the construction site between the edge of the road pavement and the front property line shall be no more than twenty feet (20') wide and is limited to one (1) entrance only. Whenever possible, the site access shall be in the same general location as the permanent driveway entry. In the case of ditches or swales, the grade elevations must be maintained to prevent any blockage of the drainage system. The installation of a culvert at the driveway is required to be at least 18 inches, anything less than 18 inches (or no culvert) would require ARC approval. If a permanent culvert is to be installed, the permanent culvert shall be in place prior to any site preparation. Any damage to the road pavement, curbing, or the road right-of-way caused by construction activity must be restored to the original condition before the project will be considered complete. Final compliance will not be approved until all damaged areas are satisfactorily restored. Failure to comply with the above requirements during construction may result in fines levied and/or other action.

### 5.7 SITE PREPARATION AND UTILITIES

No lot can be cleared, no site prepared, or any other construction activity started without ARC prior written approval. Where required, silt fences, culvert and fill, and road shoulder protection must be in place prior to site clearing. Water and electric services must be installed on-site prior to the need for these services. The water meter must have a hose bib connection. The temporary electric meter must feed receptacles adequate for the use of all power tools.

ALL UTILITIES MUST BE UNDERGROUND. When possible all utility connections that cross roads must be done by boring under the street. Septic Systems are NOT permitted as of 10.12.22.

The use of water and electric services from adjacent residences is prohibited.

## 5.8 DRAINAGE CONTROL, EROSION CONTROL & ENVIRONMENTAL PROTECTION

5.8.1 Areas Of Responsibility. Prior to and during all construction activity, including the clearing and filling of the lot, the following protective actions must be taken and maintained:

- Water Drainage Control
- Soil Erosion Control
- Road Pavement and Curb Protection
- Road Right-of-Way Protection
- Tree Protection
- \* Stream and Wetlands Protection (\* See 2.2.2)

5.8.2 Responsibilities During Construction. During construction, the general contractor is responsible for preventing drainage and soil erosion onto any adjacent property whether private or common. Soil erosion shall be controlled entirely within the construction site property lines in such a manner as to prevent the erosion of soil onto any adjacent properties, roads, or into any development drainage system, waterway, by means of soil fence.

5.8.3 Responsibilities After Completion Of The Foundation. After completion of the foundation work, the general contractor shall establish the finish grade at the perimeter of all new construction no less than eight inches (8") below any wall finish. Earth should be sloped at a gradient of no less than 2:12 to a minimum of ten feet (10') on all sides of full-sized lots and at the front and rear of patio lots. Drainage restrictions also apply at the sides of patio lots. When house construction is complete and before any landscape work may begin, all planned fill must be in place and the lot brought to final grade.

### 5.8.4 Fines And Other Actions

The failure to control drainage and erosion may result in fines levied or other actions as well as the cost of all required restoration work.

## 5.9 CULVERT PIPES, DRIVEWAYS, AND ROADWAY DRAINAGE

The expense and installation of culvert pipes, where required, is the responsibility of the property owner or the general contractor. The culvert pipes must be corrugated steel or ribbed ADS plastic, eighteen inches (18) minimum diameter, and installed according to ARC standards. Any property owner or builder who does not adhere to these regulations and causes a drainage problem as a result of incorrect installation will be required to remove the faulty culvert pipes and replace correctly. Any culvert pipe that is damaged during construction to the extent that the damaged culvert pipe prevents proper drainage flow must be replaced prior to driveway

paving. Prior to a driveway installation, an ARC inspection must be obtained. It is required that the inspection be scheduled with the ARC at least 24 hours prior to paving.

#### 5.10 PROTECTION OF TREES AND NATURAL VEGETATION

Only those trees indicated for removal on the approved Site Plan can be removed. It is the goal of the ARC that 40% of the trees on the lot, over 3 inches in diameter, should remain on the property after the homesite placement is approved by the ARC. Caution should be exercised to protect all other trees and natural vegetation from equipment damage and/or fill dirt. Protective barriers and tree wells should be installed wherever necessary.

#### 5.11 TRESPASSING

All access areas, parking, storage of materials, location of dumpsters, and portable toilets must be confined to the permitted lot. The use of private properties, common property, or open space is prohibited.

#### 5.11 PORTABLE TOILETS

A portable toilet must be in place on each new construction site. The portable toilet must be located in an inconspicuous area, within the lot property lines, as far away as is feasible from the street and adjacent properties, and as near to the structure as possible. The door must face toward the construction. Clean and sanitary conditions must be maintained at all times. Sanitation contractors may not display telephone numbers or advertising.

#### 5.12 DUMPSTERS

Each project that generates debris must provide a commercial dumpster at all times. It must be located within the lot property lines and cannot be placed on the road right-of-way or on any adjacent private or common property. It must be emptied prior to exceeding capacity. The dumping of construction debris is prohibited within the Airpark.

#### 5.13 SITE MAINTENANCE

Materials must be stored in an orderly manner on site. Contractors are required to make frequent clean-ups of construction materials, trash, litter, etc. always leaving the area neat and clean at the end of each workday. IF THE COUNTY IS PLACED UNDER A SEVERE STORM WARNING, ALL PORTABLE TOILETS and all materials will be bundled so as not to fly around and cause damage to neighboring properties.

#### 5.14 HAULING

##### 5.14.1 Trash

Any vehicle transporting construction debris or site clearing material must be enclosed or equipped with a tarpaulin or netting to adequately cover and protect the load from spilling during transport. The load must not extend beyond the width of the truck bed.

##### 5.14.2 Fill Dirt

Hauling of fill dirt must be in a suitable vehicle equipped solely for this purpose. A fill dirt load may not exceed one foot (1') in height above the side rails of the vehicle, at the center of the load, and must be tapered to the sides of the vehicle in such a manner as to prevent spills.

### 5.14.3 Spills Require Clean Up

Should any spill occur, the contractor involved is responsible for the clean-up of the street and other affected areas immediately after the spill. The clean-up of concrete trucks and equipment after concrete delivery may be done only on the construction site. Road rights-of-way, streams and other property must not be used for this purpose. Any concrete, gypsum, mortar, tar, asphalt, oil, or any other petroleum product spilled on roads, road rights-of-way, or any property other than the construction site must be removed immediately. Roads must be washed so that no residue remains.

### 5.15 CONSTRUCTION TRAILERS, VEHICLES, AND MOBILE EQUIPMENT

The ARC Administration shall approve all trailers to be placed on the construction site. The trailer shall not be parked on the lot so as to block entry of security or emergency vehicles. No trailer, vehicle, or mobile equipment shall be parked on any HOA property, HCOA property, adjacent private or Common Property without written permission. Trailers must have State registration if required by Law. The Developer, ARC, HOA or HCOA shall not be liable for any theft of or vandalism to any trailer, vehicle, or mobile equipment.

### 5.16 PERSONAL CONDUCT

Proper personal conduct is expected from all workers. No loud music or language is allowed. Any sound, other than that of customary construction activity, that can be heard from adjoining properties will be considered a nuisance and is prohibited. Children under sixteen (16) years of age and pets are not permitted on any construction site.

### 5.17 SIGNAGE

A sign at a construction site is not intended to advertise, but rather to identify the architect, designer, or contractor. Any sign placed on a construction site must be approved by the ARC.

### 5.18 EXTERIOR LIGHTING

It is the contractor's responsibility on all unoccupied structures to turn off all exterior lights between the hours of 7:00 p.m. and 7:00 a.m. and during all no-work holidays.

### 5.19 DEMOLITIONS

A LETTER must be submitted to the ARC for Administrative approval. There is no fee. All Construction Guidelines shall be in effect as applicable. Barricade Protection shall be erected around trees, natural growth and other locations. No trees or natural growth shall be removed unless approved by the ARC. In the case of total demolition, all utilities shall be terminated at the entry onto the property prior to demolition. Minimize air-borne dust by means of wetting-down the area. All debris must be removed from the DEVELOPMENT. Loads must be covered, In the case of total demolition, the lot must be restored to unimproved condition by means of grading and ground cover. No bare earth areas shall remain. If a partial demolition is proposed, drawings must be submitted clearly showing the area (s) which will be demolished. The property may remain un-restored no longer than thirty days (30) after the completion of demolition.

### 5.20 FINES FOR VIOLATIONS: NEW CONSTRUCTION

The following is a schedule of fines that may be levied when a property owner or a general contractor violates the Covenants or Design Guidelines. Pursuant to Section 11.1.4.6, the ARC,

Developer or relevant association has the right to enforce the Covenants or the Design Guidelines. Upon 30 days Formal Notice, the enforcing entity has the right to enter onto the lot and remedy the violating condition. Any fines imposed under these Design Guidelines shall be considered Assessments and Liens. Such fines will be deducted from the escrow deposit or general contractor compliance deposits as appropriate. A stop order or other actions may also be taken for serious and/or repetitive violations.

#### 5.21 TYPE OF CONSTRUCTION VIOLATION AMOUNT OF FINE

Clearing of site or unauthorized tree removal without approval, could warrant expulsion of the general contractor and denial of further construction within the development. Construction does not conform to plans as approved by the ARC \$1,000.00 per violation. The violation could warrant expulsion of the general contractor and denial of further construction within the DEVELOPMENT. The general contractor may have to restore to the approved plans. Failure to build, finish, and landscape in accordance plans as approved by the ARC Fines up to amount of escrow deposit, plus the possibility of expenses Occupying a new house without approval before final compliance inspection is complete \$100.00 per day. Work not completed in twelve (12) months (Extensions may be requested in writing but must be approved by the ARC) \$100.00 per day. Failure to control water drainage and/or soil erosion control \$200.00 to \$1,000.00 per violation, plus restoration costs. Damage to road pavement, curbs, and road right-of-ways \$300.00 per violation, plus restoration costs. Trespass onto adjoining lots or Common Areas, AOA or HCOA property by personnel, vehicles, equipment, material storage, alterations, etc. \$100.00 per violation, plus restoration costs, and plus \$100.00 per day until compliance. Failure to provide adequate trash receptacles or failure to keep site clean of debris \$100.00 per violation, plus \$100.00 per day until compliance. Failure to provide and properly site portable toilet facing the construction \$100.00 per violation, plus \$100.00 per day until compliance. Failure to turn off exterior lighting \$100.00 per violation. Loud music, language, or inappropriate personal behavior \$100.00 per violation. Non complying and/or improperly placed signage \$100.00 per violation. Improper hauling of trash \$100.00 per violation, plus clean-up costs. Spills on roads or road right-of-ways \$100.00 per violation, plus clean-up costs. Open fires \$250.00 and up per violation. Pets, children, or unauthorized personnel on construction site \$75.00 and up per violation.

#### 5.22 FINES FOR VIOLATIONS: POST-CONSTRUCTION

##### TYPE OF POST-CONSTRUCTION VIOLATION AMOUNT OF FINE

Re-roof and Exterior Repaint \$100.00 --\$500.00

Tree Removals (over 3" diameter) \$100.00-\$500.00 per tree, plus mitigation

Enclosed Additions (attached or freestanding) \$500.00--\$1000.00

Exterior Alterations or Additions (Windows, Doors, Walls, Fences, Siding, Trim, Porches, Entries, Dog Runs, Service Yards, Pergolas, Awnings, Equipment Enclosures, Lighting, etc.)

\$100.00--\$1,000.00

Porch Enclosures \$100.00-\$1,000.00

Patios and Walks (Concrete or Masonry) \$50.00--\$500.00

Decks \$100.00--\$1,000.00  
Exterior Stairs to Second Level \$1000.00, plus removal  
Driveway Changes or Additions \$500.00--\$1000.00  
Exterior Ramps (Permanent or Temporary) \$50.00, plus removal  
Docks or Bulkheads \$500.00--\$1000.00  
Landscaping (Ornamental fountains, Waterfalls, Pools,  
Statuary, Trellises, Stationary or Mobile Ornaments,  
Lighting, etc.)  
\$500.00--\$1000.00  
Additional Recreational Equipment \$100.00--\$500.00

The above applies to both additional and replacement work. The scope of the change and its impact on the surroundings will be taken into consideration in determining the actual amount of fine within the specified limits. The ARC may also require the removal of any unapproved work and the restoration to the original condition(s) or other mitigation. Other fines may also be applied, as applicable, as specified for New Construction. The ARC has the authority to adjust or waive the amount of any fine to compensate for mitigating circumstances.

#### 5.23 APPEALS FOR CONSTRUCTION VIOLATION FINES

An appeal of a violation fine may be submitted in writing to the ARC. An explanation of circumstances and appropriate justification should be included in the appeal. The ARC will forward a written response within thirty (30) days of receipt of the appeal. Other procedures may be followed as in a design review appeal. See Section 3.4. This applies to both New Construction and Post-Construction.

#### Owner Acknowledgement

This acknowledges that I have received a copy of the AIRPARK'S Architectural Review Committee Design Guidelines and that I will abide by them.

I understand that I cannot make any exterior alteration or change of an approved plan to my home such as trim, siding, shingles, stain, fences, driveway and/or walk location, shutters, doors, windows, rooms, garage, trellis, outdoor lighting, stalls, hangars, etc. and/or changes to an approved landscape plan without prior submission of a written request for the change(s) to the Architectural Review Committee, and written approval received.

Further, if I do violate written approved plans, I hereby grant authorization to the ARC or its designee to have ingress/egress to the below described property to correct whatever construction, paving planting, etc. that was done without written approval of ARC.

I have also read, understand and will abide by the fee schedule for ARC submittals and the schedule of fines as stipulated in the Guidelines. I affirm that I am bound by the Covenants.

Further, I agree to pay any expenses to modify any exterior changes for which I do not have written approval. I will hold the developer, the ARC, the AOA and the HCOA harmless for such action.

AGREED: \_\_\_\_\_

(Property Owners' Signatures)

Lot Number/Street: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit C  
COMPLIANCE DEPOSIT AGREEMENT  
New Construction

Architectural Review Board  
COMPLIANCE DEPOSIT AGREEMENT  
FOR NEW CONSTRUCTION IN THE AIRPARK

It is agreed by the undersigned that a THREE Thousand Dollar (\$3,000.00) Deposit will be given to The Big South Fork Airpark Owners Association to ensure that the a landscaping plan for Lot # \_\_\_\_\_ on \_\_\_\_\_ will be submitted to the Architectural Review Board together with the house plan for final review approval and that the house will be constructed and finished in accordance with the plans approved by the Architectural Review Board and in the appropriate amount of time set forth in the Covenants, these Guidelines, and any other ARC requirement. This deposit is also the property owner's guarantee of compliance with all rules and regulations regarding drainage, construction, tree removal, placement of portable toilets, refuse containers, and maintaining a trash and litter free construction site. Failure to comply may result in fines levied against the deposit, or possibly, forfeiture of the entire deposit.

It is further agreed that this \$3,000.00 Deposit will be held in a NON interest bearing account at First National Bank of Oneida. This deposit will be refunded, less any fines imposed, to the undersigned after all conditions and approvals are fulfilled, to include completion of all work within 90 days of receipt of Certificate of Occupancy or within 90 days following the full completion of construction, whichever occurs first.

PLEASE NOTE:

- 1) Upon written request, and for compelling reasons only, the Architectural Review Board may grant an extension.
- 2) Landscaping without an approved plan, including the addition of excessive fill, may result in forfeiture of a part, or all, of the deposit Building not in accordance with approved plans (construction and finishes) may result in forfeiture of the entire deposit. Failure to complete the exterior of the house within 18 months may result in a \$100.00 per day fine to the property owners for each day the construction is not complete until the approved final compliance inspection date.
- 3) The occupancy of a house prior to the final compliance inspection may result in \$100.00 per day fines to the property owner for each day until the approved final compliance inspection date.
- 4) THE AIRPARK COVENANTS, if applicable, shall all govern take precedence over the Architectural Review Board Guidelines if those documents specifically conflict with the Architectural Guidelines.

ACCEPTED BY:

\_\_\_\_\_  
(Property Owner's Signatures (Property Owner's Signatures)

DATE: \_\_\_\_\_

PLEASE TYPE OR CLEARLY PRINT THE FOLLOWING INFORMATION:

PROPERTY

OWNER'S

NAME(S):

MAILING

ADDRESS:

CITY/STATE/ZIP

CODE:

TELEPHONE:

**EXHIBIT A**  
**COVENANTS**