

## ENGAGE the ARCHITECTURAL COMMITTEE FOR THESE ITEMS

Section 2.16 **Outdoor Lighting.** Outdoor lighting (including, but not limited to landscape and security lighting) should be designed and installed so as not to be an annoyance to the surrounding Lot Owners. The Architectural Review Committee (“ARC”) reserves the right to require removal of, or revisions to the location, intensity or design should the outdoor lighting not meet the Architectural Guidelines.

- (a) Low voltage lighting to illuminate only your landscaping/driveway, located no closer to the street than the right of way, providing the lighting does not adversely affect the neighbors in any way.
- (b) One (1) walkway/entrance light on a post is allowed. The light is not to exceed seven feet (7’) in height.
- (c) Other lighting on ARC approved structures, outside the home or deck, or additional landscape spotlights will be considered, providing the lighting does not adversely affect the neighbors in any way. ARC may seek neighbor approval regarding the request.
- (d) Motion sensor lighting is preferable for outside lighting on your home or deck.

## Section 2.17 **Outdoor Play Equipment Structures.**

- (a) Outdoor Play Equipment structures are allowed but must receive prior written approval from the ARC and should be located at the rear of the house.
- (b) If the topography of a Lot does not allow for play equipment to be anywhere but the front or side yard, the Lot Owner must seek ARC approval to determine if a variance will be allowed.
- (c) ARC will require play equipment to:
  - (i) fit into the natural terrain of the Lot and surroundings; and
  - (ii) be sized appropriately so as not to interfere or hinder views from other Lot Owners.
- (d) Play equipment shall be made primarily of high-quality materials in earth-toned colors including, but not limited to, any slides, swing seats, awnings, and other play equipment sections or details.
- (e) Metal play equipment is not permitted.

(f) Tree Houses are not permitted.

Section 2.21 **No Storage Sheds, etc.** Without limitation thereof, no storage sheds, outbuildings, tents, trailers, shacks, or barns, are permitted on the property. The primary residence home is the only structure authorized on any Lot. ARC written approval is required for any structure or improvement on a Lot (including fences).

Section 2.24 **Water Retention/Irrigation Systems.** Water retention/irrigation systems including rain barrels, cisterns, ponds, etc. will be allowed in the development subject to:

- (a) Any water retention system constructed upon the lots within Cedarwood Estates must be constructed in such a manner as to not create any potential man-made erosion, flooding or disaster scenarios within Cedarwood Estates or surrounding area or endangering any Lot Owner's Lot situated below the elevation of the subject Lot.
- (b) Any water retention system shall be maintained in such a manner as to ensure no potential mosquito breeding and/or population within the water retention device or surrounding area.
- (c) Any water retention system must be placed on the Owner's Lot in such a manner as to not adversely impact, interrupt, or disturb any other Lot Owner's viewscape within the development. Viewscape is defined as the 360-degree view from any Lot within the development.

It is the Lot Owner's responsibility to obtain any required building permits, licenses, or related approval certificates and shall also meet all applicable building codes and restrictions.

Section 2.26 **Tree Removal on Lots.** In addition to the restrictions laid out in Section 2.8 above. Lot Owners shall not cut down, without written ARC approval in advance, any tree having a tree trunk size of greater than sixteen inches (16") in circumference as measured at two (2') feet off the ground level, unless said tree is diseased and dying or already dead.

### **Section 3**

#### **ARCHITECTURAL GUIDELINES**

Section 3.1 **General Residence Restriction and Size of Lots.**

- (a) No building or structure of any kind whatsoever other than a single-family residence shall be erected on any Lot, and any such single-family residence shall be used for single family residential purposes only.
- (b) The term “single family residence” shall not include Mobile/Manufactured homes or any home that is brought to a lot on wheels and is intended to remain on frame and wheels. (10/13/2020)
- (c) The term “single family residence” shall include Modular homes, including but not limited to off-frame Modular Homes and Modular Log Cabins, and site-built homes. Modular homes must conform to all state, local and/or regional codes that apply for the Lot location in Cedarwood Estates. Modular homes must be joined together on a permanent foundation on the Lot. (10/13/2020)
- (d) All Lots shall be not less than three-quarters (3/4) of an acre. No Lot owner shall further subdivide any of the Lots.
- (e) Nothing contained herein shall prevent any Lot Owner from merging two (2) or more contiguous Lots into a single Lot with Buncombe County. Even if Lots are combined with Buncombe County, the Lot Owner’s assessment obligations and voting rights with relation to the Association shall remain the same.
- (f) No construction can be undertaken upon the Lot which shall have the effect of diverting or increasing the water flow from the property to any other Lot Owner in Cedarwood Estates, unless the builder of the single family residence being constructed shall take such steps as shall be necessary to ensure that the property of other Lot Owners shall be protected from flooding, siltation, and other damages caused by the increased flow of water.

Section 3.2 **Garages and Driveways.**

- (a) Each single-family residence shall have an enclosed garage, and there shall be no limitation on the number of cars which may be housed in the garage, but such garage must be erected as a part of the single-family residence on the Lot.
- (b) Each single-family residence shall have an accommodation for at least one (1) automobile. The parking area for such automobile shall be contiguous to the residence, shall be paved, and shall have at least one hundred eighty (180) square feet of parking area.
- (c) Guest quarters may be constructed over or under said garage.

- (d) Garage doors shall remain closed at all times when not being used for the entry or exit of vehicles.
- (e) All driveways and outdoor parking areas on the Lots shall be paved as part of the building of the single-family residence on the Lot.
- (f) Changes to driveways or parking pad additions require written ARC approval.
- (g) Owners may request ARC written approval in order to expand their driveway. Driveway expansions must be a paved hard surface and match existing parking pad and must connect at all points to the existing driveway. Applications will require measurements of existing driveway, measurements of proposed addition, a picture of the existing driveway with a drawing to show the addition location and how it will attach to the existing driveway, etc., as determined necessary by the ARC.
- (h) Gravel driveways or parking areas ARE NOT permitted.

Section 3.3 **Plans and Specifications – Written Approval Before Construction.**

- (a) No building shall be erected on any Lot, nor shall any substantial change or addition be made to any single-family residence on Lot without the written approval of the ARC of Cedarwood Estates.
- (b) The ARC shall be charged with the responsibility to assure that all such buildings are basically compatible with the designs of surrounding areas and with other buildings previously built and/or under construction.
- (c) All buildings shall be constructed with high quality materials and workmanship to ensure that no single-family residence shall present an unsightly appearance.
- (d) All fuel tanks and containers shall be covered or buried underground consistent with normal safety precautions and local government regulations.
- (e) Without limitation thereof, no towers, wind turbines, or other antennae shall be erected on homes or Lots.

Section 3.4 **Plans and Specifications - When Single Family Residence is Destroyed or Damaged.**

- (a) In the event the single-family residence, or any improvement thereof on a Lot, shall be destroyed by fire or other casualty, any substitute of new building constructed in its place, or any reconstruction of the remainder of the existing building, must be approved by ARC in writing prior to new construction beginning.

- (b) Any rehabilitated structure shall be of similar design, workmanship, and materials as the partially destroyed building so as to seamlessly blend into the remaining construction when completed.
- (c) In the event the single-family residence was totally destroyed, the structure being rebuilt can be a different design from the original so long as the ARC approves the design in writing prior to any construction taking place.
- (d) In order to assure that the destroyed or damaged structure will be rebuilt or restored within a reasonable time, all owners of buildings within Cedarwood Estates, shall have an up-to-date valid Homeowners Property and Casualty Insurance Policy at all times.
- (e) In the event of total destruction of a single-family residence, the Lot Owner has one (1) year to completely clear the Lot and begin new construction. In the event new construction is not underway within the first year, the Lot Owner shall seed the lot within that first year to help contain soil erosion. If the Lot Owner intends to reuse the foundation for the new single-family residence build, this is the only part of the original single-family residence that can remain when clearing the lot. (10/13/2020)
- (f) In the event of a partially destroyed single family residence, reconstruction shall begin within one (1) year and be completed within year two (2) of the partial destruction occurring. ARC must approve reconstruction in writing before reconstruction begins. (10/13/2020)
- (g) In the event of a totally destroyed single family residence, the new build shall begin, only after ARC written approval, within two (2) years of the total destruction occurring. (10/13/2020)
- (h) Should the Lot Owner decide not to rebuild at all, the foundation and any other debris on the Lot must be totally removed, and to mitigate soil erosion, the lot must be seeded and native seedling trees planted which complement the natural landscape within six (6) months of the total destruction of the single-family residence. (10/13/2020)

Section 3.5 **Plans and Specifications – Minimum Floor Plan Size.** The heated square footage of the single-family residence, exclusive of one-story open porches and garages, shall be not less than one thousand five hundred (1,500) square feet in the case of one-story structures. The main floor of single-family residences which contain more than one story shall have a minimum of seven hundred fifty (750) square feet on the main floor.

Section 3.6 **Building Line and Height Restrictions.** Pursuant to a general plan for the protection and benefit of all the property in Cedarwood Estates, and of all persons who may now or hereafter become Owners of any part of the subdivision, and as a part of the consideration for this conveyance, each Lot herein described is subject to the following conditions and restrictions:

- (a) No single-family residence or appurtenance shall be constructed within fifteen (15') feet of any property line which meets another Lot.
- (b) No portion of any single-family residence or appurtenance shall be less than twenty (20') feet from the edge of the road pavement.
- (c) No single family residence shall be more than three (3) stories in height, and shall not exceed thirty (30') feet in height from the top of the floor of the first story to the underside of the ceiling of the second story exclusive of basement and attic.
- (d) No single-family residence shall be closer than forty (40') feet from the outside line.
- (e) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 3.7 **Additions above Structure to be Built.** No addition to or alteration of the existing single-family residence, nor any new building, nor any other structure or sign shall or will be constructed or erected above the dwelling home that is built or to be built on the land herein, conveyed without the written approval of the ARC.

Section 3.8 **Building Placement, Alterations, Etc.**

- (a) Utility and drainage easements affecting all Lots in Cedarwood Estates are reserved ten (10') feet in width along each side of common interior Lot lines and over the rear twenty (20') feet of each Lot for installation and maintenance of utilities and drainage facilities. Neither the Association nor any utility company using the easements herein referred to shall be liable for any damage done by them or their agents, assigns, employees to shrubbery, trees, or flowers, or to the Lots of the Owners situated on the lands covered by said easements.
- (b) The Association reserves easements for themselves and for the benefit of any public authorities and utility companies to which the Association may choose to grant such easements, over and through all areas designated as roads, buffer areas, and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television and internet cable, surface water drainage and other utility and common services to Owners of any portion of the property. All numbered Lots within Cedarwood Estates are also subject to a surface water drainage and utility easement ten (10') feet in width along and inside all property lines.
- (c) The easements reserved to the Association above, and the easements which the Association has granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas lines and other suitable

equipment for the conveyance, movement, and use of electricity, telephone equipment, television and internet cable, gas, water, sewer, surface water, and other public conveniences and utilities. Said easements shall also allow the Association or any appropriate utility or other authority to cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. Said easements include the right to cut any trees, bushes, or shrubbery, and to make any gradings of the soil to take similar actions reasonably necessary to provide safe and effective utility installation and maintenance.

- (d) Each Lot Owner shall afford to the Association, and when necessary to another Lot Owner, access through the Lot Owner's Lot reasonably necessary for any such maintenance, repair, or replacement activity. NCGS § 47F-3-107(a).

Section 3.9 **Fencing Guidelines.** The ARC refers to Section 3.9 Fencing Guidelines hereinafter as “Fencing Guidelines”. No fence of any kind shall be installed on any Lot without prior written approval of the CWE ARC. The ARC will consider the design, location and specifications to ensure that all elements are consistent with the architectural styling and visual aesthetics of the community. No approved fence shall be higher than six (6’) feet and may be lower, at the ARC recommendation. The goal of the ARC is a consistency in the quality of the design, the materials and the placement of any fence. Therefore, it will establish the materials, height and appearance of each type of fence according to its location, purpose, durability and the desired visual effect.

- (a) In general, fences are not encouraged within the community except where they are integrated with the design of the dwelling and enhance the overall character of the community.
- (b) Invisible, underground pet fences are acceptable and preferred fences.
- (c) Hedges and lot clusters of trees, berms, shrubs and other landscape alternatives are preferred.
- (d) Complete enclosure of rear yards by fencing is also discouraged as the feeling of open space and the unity of the surrounding area is an important part of reinforcing the natural character of the community.
- (e) Where a proposed fence is deemed by the ARC to be unnecessary or unsightly and detracting from the character of the community, a landscape screen in lieu of a fence may be approved.
- (f) A fence on a Lot may be approved to help provide for safety, security or a place for pets.
- (g) The ARC’s approval of any fence may be conditioned upon (without limitation) the installation and continued maintenance of hedges, continuing maintenance of the fence, and landscaping in addition to those guidelines set forth herein. Should a fence

- or the required accompanying landscaping not be maintained as stated herein, or as required by the ARC's approval, the Association may require the Owner of the fence to remove it upon thirty (30) days written notice. Nothing stated in this section shall be interpreted to mean that the ARC is required or obligated to approve a fence for, or installation on any Lot, or that because a fence has previously been approved on a specific Lot, that it will be approved for installation on any other Lot.
- (h) All fences must be built in accordance with the Buncombe County zoning rules. The Lot Owner shall be responsible for making certain that any required and necessary governmental permits are obtained.
  - (i) Lot Owners shall avoid building anything, including fencing, on easements, because the Lot Owner may be ordered to take it down, at the Lot Owner's expense, or find it destroyed by a public utility that has easement access to the property.
  - (j) Boundary Fences: North Carolina General Statutes Chapter 68 and Spite Fences: *Austin v. Bald II*, 658 S.E.2d 1 (N.C. Ct. App. 2008) are prohibited.
  - (k) Lot Owner shall be responsible for making certain that the location of the fence does not encroach onto any other Lot, and does not block, obstruct or otherwise impede the designed drainage flow on his or any adjoining Lots.
  - (l) Notwithstanding any other governmental regulations, any side fencing on a typical or regularly shaped corner Lot shall be located no closer than fifteen (15') feet from the road edge. Fence setbacks on irregularly-shaped corner Lots will be reviewed on a case-by-case basis.
  - (m) All fences shall be maintained by the Lot Owner and kept in good order and repair, clean and in "like" new condition.
  - (n) Without limitation thereof, the following type fences are strictly prohibited: plastic white fences, galvanized chain link fences (any galvanized fences prior to October 13, 2020 are grandfathered in, however, new sections after this date must not be galvanized), barbed wire fences, electric fences. (10/13/2020)
  - (o) Where fencing is allowed and approved in writing by the ARC, the finished side of the fence shall be oriented towards the street or towards neighboring property.

The Board may, from time to time, revise, amend, alter or otherwise change these Fencing Guidelines per the authority given it in the Association's governing documents.

### Section 3.10 **Exterior House Painting.**

- (a) Each single-family residence shall be kept in good repair with no peeling, chipping, cracking or discoloration on the trim or siding, whether wood or vinyl or some other approved material.



- (b) Provided the material and color remain the same, no ARC approval is required for standard maintenance of the single-family residence exterior.
- (c) If Lot Owner is changing the exterior color from the original color, prior ARC written approval is required. This includes the siding, decks, fences, etc. Applications will require a picture of the single-family residence to show the existing color and a description of the proposed plans with color samples and with the identifying name of the color(s) to be used.

**Section 3.11 Grading and Clearing.**

- (a) Major changes to the topography of a Lot require prior written approval by the ARC and may require city and/or county approval as well. The Lot Owner shall get all permits as needed.
- (b) Drainage and water flow patterns shall be taken into consideration prior to the start of any grading.
- (c) There shall be no clearing or grading on any Lot more than fifteen (15') feet away from the house, driveway, or septic field area on a Lot without the prior express written consent of ARC.

**Section 3.12 Retaining Walls, Decks, Patios, and Screened Porches.**

- (a) ARC must be notified and approve in writing any retaining wall plans, whether stone, brick, treated lumber, or another type of material prior to building or modifying the retaining wall.
- (b) ARC must be notified and approve in writing any deck, patio, or screened porch plans prior to building or substantially modifying an existing deck, patio, or screened porch.
  - (i) The deck and/or patio materials used should be designed specifically for patio and/or deck designs.
  - (ii) The deck and/or patio shall not create drainage problems in CWE.
  - (iii) All decks, patios, and screened porches must blend in with the natural terrain. Deck stains and/or paints must blend in with the natural terrain also.

**Section 3.13 Process for New Single-Family Residence Build Approval.**

- (a) Currently, a One Thousand Dollars (\$1000.00) non-refundable fee (\$500 to Cedarwood Estates Master Association (“CEMA”) and \$500 to CWE) is due when the building permit is pulled. These amounts are subject to change by the Board of Cedarwood Estates.

- (b) The Cedarwood Estates Architecture Review Committee (ARC) shall be notified by the Lot Owner and an ARC “New Build Request Form” must be filled out by the Lot Owner/Builder in order for ARC to determine what the Lot Owner intends to build. This is a first critical checkpoint before the building process gets underway.
- (c) Submittals to the ARC should be complete, accurate, and thoroughly reviewed by the applicant while adhering to the city and county zoning ordinances and building codes, as well as the Cedarwood Estate, ARC guidelines, amendments, Declaration, and Bylaws.
- (d) Prior to receiving ARC approval, the single-family residence foundation, driveway, and Lot lines shall be staked and strung, and any trees proposed for removal marked with ribbon or tape.
- (e) No clearing, grading, landscaping or construction shall begin until formal receipt of ARC approval and the payment of fees in (a) listed above.

Section 3.14 **Compliance to all Building Modifications.**

- (a) The ARC seeks to assure all modifications to properties comply with the aesthetic guidelines set forth in the Bylaws, Declaration, and Amendments. The Committee makes no recommendations, suggestions, or is otherwise responsible for structural, engineering, AIA Architectural standards, or other details which are the sole province of architects, engineers, and contractors.
- (b) The local city and/or County may not issue a permit without the written approval of the ARC. The ARC’s approval IS NOT a substitute for approval by the city and/or County. It is the Lot Owner’s responsibility, whether themselves or through a builder, contractor, or other agent, to acquire appropriate approvals, permits, etc., from the city and/or County.
- (c) Any contracted residential work whether new construction, remodel/upfits, and repairs which exceeds Thirty Thousand Dollars (\$30,000.00) per project (Reference NCGS § 87-1) requires a N.C. General Contractor License.

Section 3.15 **Exterior Design and Materials.**

- (a) Approved siding materials include:
  - (i) Wood: Cedar, cypress, mahogany, redwood, and pressure treated pine siding.  
Wood sided homes must be painted or stained.
  - (ii) Vinyl
  - (iii) Natural or simulated stone
  - (iv) Brick (natural or painted)
  - (v) Cementitious siding

- (b) The following siding materials ARE NOT approved for use in Cedarwood Estates:
- (i) Metal siding
  - (ii) Decorative concrete block or concrete block (except sub-surface wall)
  - (iii) Siding made of fiberglass, plastic, asphalt
  - (iv) Certain types of imitation stone and brick, as well as flagstone used as siding

Section 3.16 **Exterior Colors on New Build.** Exterior colors should be in harmony with the style of the single-family residence and provide variety among the nearby homes.

Section 3.17 **Driveways.** Acceptable driveway and walkway materials include:

- (a) Brick
- (b) Concrete pavers
- (c) Cast-in-place concrete or colored concrete
- (d) Stamped or decorative concrete
- (e) Asphalt

Section 3.18 **Grading and Filling.** No earth moving or clearing of trees may begin until a site plan showing the nature, kind, shape and location of work is approved in writing by ARC.

- (a) Grading and filling:
  - (i) Cuts and fills should be kept to a minimum.
  - (ii) Fill will not be deposited at any location without prior written ARC approval.
  - (iii) Cut or fill areas must be replanted with plant materials, which will blend with native vegetation.
- (b) Swale areas:
  - (i) Altering or interfering with the functioning of existing swale areas abutting a site must be avoided.
  - (ii) If the site development will impact the functioning of such areas, a solution must be proposed and implemented.
- (c) Erosion control:
  - (i) It is the Lot Owner's responsibility to ensure that sediment runoff is retained on site and not go onto the adjacent homesites, road or Common Elements.

- (ii) The applicant Lot Owner/builder will provide construction devices, silt fences, stepped terraces, or other forms of erosion control to accomplish the above.

Section 3.19 **Storm Water Drainage.** As necessary, the Lot Owner shall require the landscape architect and builder to install a storm water drainage system designed to:

- (a) Comply with all applicable laws, regulations and permits regarding storm water management.
- (b) Handle all drainage from the improvements on the Lot on site, or through the use of demonstrated easement rights to drain off site.

Section 3.20 **Solar Energy.** The Board adopts these guidelines to promote the use of solar energy for heating and cooling and to ensure uniform installation and design of solar energy systems.

- (a) All plans must obtain prior written approval from the ARC prior to installation.
- (b) Preferred location of solar panels is a rear-facing, roof-mounted array. Flush-mounted panels (i.e. – the plane of the array is parallel to the roof) on a roof facing a street will be allowed if documentation is provided from the solar contractor indicating this is the only feasible location for a solar array. If panels are installed on a side or rear roof, the array may be tilted or raised if a variance is granted.
- (c) All components of the solar heating and cooling system should be integrated into the design of the single-family residence. The color of the solar heating and cooling system components should generally conform to the color of the roof shingles to the extent practical. Solar “shingles” that mimic the look of a composite shingle are acceptable but should match the color of the current roof shingles as much as is practical.
- (d) Pursuant to North Carolina law, the installation of all solar heating and cooling systems shall only be done by a licensed installer or journeyman plumber. Applications submitted to the ARC should include the following:
  - (i) A diagram “drawn to scale” by the licensed contractor installing the system showing where the system will be installed;
  - (ii) Photos of the roof area where the array will be mounted;
  - (iii) Material to be used and/or manufacturer’s description of the system, photos and/or pictures of the system and color of the system.
  - (iv) Where possible, provide photos of similar existing systems as examples.
- (e) Piping and electrical connections will be located directly under and/or within the perimeter of the panels, when possible, and placed as inconspicuously as possible when viewed from all angles.

- (f) The highest point of a solar panel array will be lower than the ridge of the roof where it is attached.
- (g) All surfaces will be kept in good repair.
- (h) Changes to adjacent property should not impede an existing or soon-to-be-installed solar heating and cooling system or interfere with any existing solar energy easement.
- (i) Any noise generated by the solar power generation equipment shall conform to applicable noise ordinances and laws as described by Buncombe County noise level rules, restrictions, and laws.
- (j) Any solar power generation equipment shall be placed on the Owner's Lot in such a manner as to not adversely impact, interrupt, or disturb any other Lot Owner's viewscape within the development, except for roof top based solar heating equipment. Rooftop solar power equipment shall be installed using proper equipment and in such a manner that no reflective rays, beams, or images are created which negatively impact surrounding Lot Owners or denigrate the viewscape of other Lot Owners within the development. Viewscape is defined as the 360-degree view from any Lot within the development.
- (k) The removal of trees in support of solar installation is allowed. However, the ARC shall approve, in advance, the removal of any tree having a tree trunk size of greater than sixteen (16") inches in circumference as measured at two (2') feet off the ground level.
- (l) It is the Lot Owner's responsibility to obtain any required building permits, licenses, or related approval certificates for any green energy alternative installations. Said installations shall also meet all applicable building codes and restrictions.

A variance to certain sections of these restrictions may be granted if a written request is submitted and granted in writing by the ARC. If a Lot Owner seeks a variance the Owner must provide a minimum of two (2) bids; one bid (1) depicting the cost of installation in the location that these restrictions stipulate, and a second bid depicting the desired alternative location for the ARC to consider. The ARC may require bids or estimates from a second contractor in order to make an informed decision.

Section 3.21 **Limitation of the Committee's Liability.** (10/13/2020) Neither the Board of Directors, the ARC, the Association, nor any representative(s) thereof, nor its or their successors or assigns, shall be liable in damages to anyone submitting specifications for approval, or to any Owner, by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization which submits plans and specifications to the ARC or the Association for approval agrees, by such act, and every Owner agrees by acquiring title to any Lot or an interest therein, that it will not bring any action, proceeding or suit against the ARC, the Association or any representative to recover any such damages. The ARC's and Association's approval of any plans, specifications, landscaping or elevations or any other

approvals or consents are given solely to protect and preserve the appearance of the Lot, and shall not be deemed a warranty, representation or covenant that the proposed work complies with any applicable laws, rules or regulations or any standard of due care regarding structural design.