

# MILL CREEK

## COVENANTS & RESTRICTIONS

**AMENDMENT TO AND RESTATEMENT OF  
DECLARATION OF RESTRICTIVE COVENANTS APPLICABLE  
TO PORTIONS OF THE PROPERTY KNOWN AS MILL CREEK ESTATES**

**LET IT BE KNOWN BY THESE PRESENTS:**

**WHEREAS**, Mill Creek Golf Club of Franklin, Inc., a North Carolina Corporation or its predecessors in title, have been the owner of certain real property located in Cartoogechaye Township, Macon County, North Carolina, said property having been conveyed to Mill Creek Golf Club of Franklin, Inc., by deed from Mill Creek Properties, dated July 3, 1986, recorded in Book X-16 at page 203, Macon County Land Registry; and

**WHEREAS**, Mill Creek Golf Club of Franklin, Inc. and its predecessors in title, Mill Creek Properties, a partnership, have heretofore developed portions of the property described in the deed above referred to and other property formerly owned by Mill Creek Properties, said development consisting of a golf course and related facilities and amenities and have established certain portions thereof as residential subdivisions of both single family residences and townhouse units; and

**WHEREAS**, various Declarations of Restrictive Covenants applicable to said residential subdivisions and townhouse areas have previously been adopted and recorded, all as will appear from the Public Records of Macon County, North Carolina; and

**WHEREAS**, said Restrictive Covenants are not uniform, have been amended on numerous occasions and are difficult to follow and to uniformly enforce; and

**WHEREAS**, each of said Declarations of Restrictive Covenants provide that the same may be amended by the owners of the lots affected thereby, upon the, approval of the owners of a majority thereof; and

**WHEREAS**, the owners of all of the lots subject to the Restrictive Covenants are members of Mill Creek Estates Property Owners Association, Inc. and, at a properly constituted meeting of said Association, the majority of the owners of lots in each phase and/or section of Mill Creek Estates governed by the hereinafter identified Restrictive Covenants, have agreed to amend the same and to restate them in a single document which will then be applicable to all phases and/or sections of the Mill Creek Development which have been developed and restricted for single family residential purposes:

**NOW THEREFORE**, the following identified Declaration of Restrictive Covenants, as amended, are hereby further amended and restated as follows:

a. The Restrictive Covenants applicable to the subdivisions known as "Mill Creek Estates, Phase I" which are of record in the office of the Register of Deeds for Macon County, North Carolina, in Deed Book F-12 at page 165.

b. The Restrictive Covenants applicable to the subdivision known as "Mill Creek Estates Phase II" which are of record in the Office of the Register of Deeds for Macon County, North Carolina, in Deed Book M-16 at page 150, as amended by instruments of record in the office of the Register of Deeds for Macon County, North Carolina, in Book D-17 at page 7, K-17 at page 414, C-18 at page 525, O-20 at page 2171-2178, M-18 at page 189; Book N-19 at pages 1819-1820; Book Z-20 at pages 714-715; and Book V-22 at pages 1307-1309.

**DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO  
MILL CREEK ESTATES**

1. All lots of Mill Creek Estates shall be used for residential purposes only. No structures except as herein provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and one small accessory building, which may include a garage or servant's quarters, or a combination thereof. Such accessory building may not be constructed prior to the construction of the main dwelling.

No dwelling or building shall exceed two (2) stories in height, unless because of the nature of the terrain on any given lot, a dwelling exceeding two (2) stories would be logical and desirable. Any improvements exceeding the two (2) story limitation must first be approved by the Architectural Committee in writing.

No business, nor any activity normally conducted as a business, may be carried on upon any lot or within any improvement located thereon.

Access to the Mill Creek Development shall be restricted by way of a gate erected at the main entrance to the property. Each property owner will have access to an electronic opener so as to provide a means of entry when the gate is closed.

2. Except as provided in Paragraph 23 hereof, no lot as shown on any recorded plat, or as described in the original conveyance from the Declarant, shall be subdivided. Neither shall any lot be combined with another lot so as to reduce the number of lots shown on any recorded plat nor to reduce the number of lots conveyed in the original conveyances from the Declarant.
3. No tractor, trailer, mobile home, tent, motor home, camper, recreational vehicle or other vehicle of a similar nature shall be allowed to remain upon any building lot or common property, for a period of time in excess of twenty-four hours, unless it is within a permitted enclosed structure which hides the same from general view. In addition to all other remedies provided herein, there shall be assessed against the owner of any lot upon which the offending vehicle is located, a penalty payable to Mill Creek Estates Property Owners Association, Inc., in the amount of \$25.00 for each day or portion thereof in which the limitation above set forth is exceeded.
4. A guest suite, or like facility, without a kitchen, may be included as a part of the main dwelling or the accessory building. Such suite may not be rented or leased separately from, but may be leased only as a part of the entire premises, including the main dwelling.
5. The owner(s) of each property in Mill Creek Estates other than the Developer shall be a member of Mill Creek Estates Property Owners' Association, Inc. (hereinafter referred to in this Declaration as "the Association") which Association is a non-profit corporation organized for the benefit of the owner(s) of property located in Mill Creek Estates. Each owner shall be subject to all rules, regulations, by-laws, dues, fees (usage and impact) and assessments (for capital projects, including beautifications) of said Association. As additional lots are sold and conveyed by Declarant, the owners of such lots shall also become members of said Association.
6. No clearing or other work shall be commenced, nor shall any building, fence or other structure be constructed, erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans, and anticipated construction schedule shall have been approved in writing by the Architectural Committee of the Association, its successors or assigns, and all applicable fees have

adjoining area, or the neighborhood as a whole. The lot owner shall act to prevent or remove any such condition within thirty (30) days after having been given written notice by registered or certified mail by the Association. Upon failure to act timely, the Association may, but is not obligated to, enter upon the properties and take the necessary action to correct or remove the condition, and the cost thereof shall be assessed against the lot owner and collected as is hereinafter provided for the collection of assessments, including all costs of collection.

13. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which tends to cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood, or which shall endanger life or personal property within the Mill Creek Estates. Upon receipt of any written complaint, the Association may, after Hearing, require the removal of any condition, the presence of which is found to cause any other owner or group of owners any embarrassment, discomfort, annoyance, or nuisance. The decision of the Association, after Hearing, shall be final and shall be binding upon all parties thereto. The Board of Directors of the Association or a Committee appointed by it, may hold the Hearing required hereby and shall adopt rules and regulations for doing so. The board, or its committee, may initiate any Hearing allowed hereby.

For each day the objectionable condition continues after the order of removal is issued in writing by the Association, a penalty of \$15.00 will be assessed against the owner payable to the Association.

14. The discharge of firearms within Mill Creek Estates is strictly prohibited, except for personal protections or, in a life threatening situation. For each incident of prohibited firearm discharge, the violator shall pay a penalty of \$15.00 to the Association.
15. There shall not be maintained nor allowed to exist upon any lot, any plant, vegetation, poultry, pet, livestock, or any device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of other property in the neighborhood.

Household pets, such as dogs, cats, or tropical fish shall be permitted in any dwelling. Provided, however, upon receipt of any written complaint the Association may, after hearing, require the removal of any animal, fish, or fowl, the presence of which is found to cause any other owner or group of owners any hazard, nuisance, annoyance, or inconvenience. The decision of the Association, after Hearing, shall be final and shall be binding upon all parties thereto. The Board of Directors of the Association or a committee appointed by it may hold the Hearing required hereby and shall adopt rules and regulations for doing so. The Board, or its Committee, may initiate any Hearing allowed hereby.

For each day the objectionable condition continues after the Order of Removal is issued in writing by the Association, a penalty of a\$15.00 will be assessed against the owner.

16. No commercial signs, including "For Rent", "For Sale" or other similar signs, shall be erected or maintained on any building lot, except with the express written permission of the Architectural Committee of the Association, unless the same is required as a result of a judicial order, or pursuant to any ordinance or law.

A violation of this provision shall be immediately corrected upon notice from the Association and upon the owner's failure to act promptly, the Association may, but is not obligated to enter upon the properties and remove any such offending sign.

17. There shall be provided upon each individual lot, sufficient space for the off street parking of two automobiles, which spaces shall be constructed and available for use prior to the occupancy of any structure erected on said lot for residential purposes.

The parking space required hereby shall consist of an improved parking area, designated for that purpose. No vehicles of any type may, at any time, be parked on the lawn or any other grassed or wooded area, either within a lot or within the right of way of any road adjoining the lot.

18. All trash, garbage, and waste shall be kept in sanitary, closed receptacles provided by each lot owner, in a screened area not generally visible from the road or from adjoining residences.

19. The Declarant has reserved unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the transmission and discharge of electricity, telephone, telegraph, gas, sewer, water, or other public convenience, or utilities, on, in or over 10 feet along the rear of each lot and 5 feet along the front and each side of each lot, provided that drainways for surface waterway be cut wherever and whenever such action may appear necessary to the owner or to the Association in order to maintain reasonable standards of health, safety and appearance. Such easements and rights expressly include the right to take any action reasonably necessary to provide economical and safe utility installations, and to maintain reasonable standards of health, safety and appearance.

20. The Declarant has reserved unto itself, its successors and assigns, perpetual alienable and releasable easements and rights-of-way on, over and under the roads, and roadways, shown on any plat recorded in the Macon County Land Registry, depicting areas of Mill Creek Estates, and the right to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pumps, and other suitable equipment for the transmission of electricity, telephone, telegraph, gas, sewer and water, or the public convenience or utilities for all lots on Mill Creek Estates, and all other property located on the water of Mill Creek and Mint Creek in Macon County, North Carolina, heretofore conveyed or at any time hereafter conveyed to the Declarant, its successors or assigns; the right to erect, maintain and use a security system including guard and security buildings; the right to construct, maintain, and use roads and streets for unrestricted ingress and egress to all lots of Mill Creek Estates, and for unrestricted ingress and egress to all other property located on the waters of Mill Creek and Mint Creek in Macon County, North Carolina, heretofore conveyed or at any time hereafter conveyed to the Declarant, its successors or assigns. These are easements appurtenant to and running with all lands now owned or hereafter owned by the Declarant, its predecessors, Mill Creek Properties, or the Declarant's successors or assigns, on the waters of Mill Creek and Mint Creek in Macon County, North Carolina.

21. No fuel tank or similar storage receptacles may be exposed to view, and such tanks or receptacles shall be buried underground or otherwise enclosed so as to be hidden from view from any road and other lots.

22. A. No private wells may be drilled or maintained on any building lot which is serviced by the central water distribution system, each individual lot being required to be connected with the central water distribution system provided for the entire development.

B. No private septic system shall be installed on any lot which is serviced by the

central sewage system, each individual lot being required to be connected with the central sewage system provided for the entire development.

23. The Declarant has heretofore reserved unto itself, its successors and assigns, the right to re-plat any two or more lots shown on any plat prior to conveyance thereof, in order to create a modified building lot or lots, provided that no lot shown on such recorded plat be reduced by more than ten percent (10%) from its original size, and provided further that the number of lots shall not be increased or decreased by said re-platting. The restrictions and covenants created herein shall apply to each such replatted building lot.

24. It shall be the obligation of the owner of each property, whether or not a dwelling shall exist or be used thereon, to pay a fair share for the cost of operation, maintenance and repair of the road, security, water and sewer systems which are a part of the entire Mill Creek Estates Development, and for beautification thereof and the operational costs of the Association. Such fair share shall be determined uniformly for each similar type property and shall be established annually by the Association. In establishing the fair share (annual/assessment) for each lot, due consideration shall be given to the condition of the lot with respect to water, sewer, security, and status of the lot with respect to improvements. Notice of the amount of each assessment and the due date thereof shall be sent to each property owner sufficiently in advance of the due date thereof to allow timely payment

It is particularly required that no sale, transfer or conveyance of a lot shall be accomplished by any lot owner without first having paid all accounts and amounts due the Association. If not paid by such lot owner, such debts shall be assumed by the new owner and shall become a lien on the lot as provided herein.

Any assessments, dues or fines which shall remain due and payable sixty (60) days after the date of issuance of an invoice therefore by the Association shall become a lien upon the land, and shall remain a lien on said lot until the same is paid in full. The lien shall, however, be subordinate to any lien obtained by any bank, insurance, building and loan, or savings and loan association, or any other legitimate banking or lending institution by the lending of money for the purchase of said lot or the construction of a residence thereon, for which said lot is accepted as security.

25. The use of golf carts and other similar type vehicles within the subdivision shall be subject to reasonable regulations by the Association. The Association shall promulgate reasonable and uniform rules and restrictions therefore. Provided, however, that no person under the age of 16 years shall operate a golf cart unless accompanied by an adult having a valid driver's license. Any violation of this restriction shall result in the imposition of a fine or penalty in the amount of \$25.00 for each infraction which shall be payable to the Association by The owner of said golf cart.

26. The owners of properties in Mill Creek Estates shall have the power to amend these restrictive covenants upon the affirmative vote of more than fifty per cent (50%) of the property owners present in person, or by proxy, at any regular or special meeting of the members of the Association, for which meeting notice of the proposed Amendment and the exact terms thereof shall have been timely given all members and, further provided, that the matter shall also appear as an item for action on the meeting agenda, which agenda shall likewise be provided the membership with the Notice of Meeting.

In the voting concerning such proposed Amendment, each property owner shall be entitled to one vote for each property upon which all assessments have been paid.

This Paragraph Number 26 does not apply to those easements described in Paragraphs Number 19 and Number 20 above, which paragraphs may not be amended so as to affect or restrict the easements reserved.

27. Invalidation of any of these covenants, conditions or restrictions by a Judgment or Order of Court of competent jurisdiction or by requirements of a State or Federal law, shall in no wise affect the validity of any of the other provisions, and said provisions shall remain in full force and effect.
28. These are covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded. At the end of said fifty (50) year period, the covenants shall automatically extend for successive periods of ten (10) years, unless specifically terminated by a vote of a majority of owners of lots in Mill Creek Estates. This paragraph #28 does not apply to those easements and rights described in paragraphs #19 and #20 above.
29. In the event of a violation of any of these restrictive covenants by any lot owner, or agent of such owner, the owner of any other lot subject to these restrictions shall have the right to take such legal or equitable action as necessary to compel compliance, or to terminate or enjoin any violation. Additionally, the Declarant or the Association shall have the same right of enforcement, and shall have the further right to enter upon the premises where such violation exists to abate or remove the same, if after ninety (90) days written notice to the lot owner, the violation has not been corrected. Any such entry by the Declarant or the Association shall not be deemed a trespass.  
  
Any and all costs incurred by the Declarant or the Association in pursuing the enforcement of any covenants shall be reimbursed to the Declarant or the Association by the Owner within ten (10) calendar days after written demand for the payment thereof. Such costs shall include, but not be limited to, legal fees and expenses, court costs, communication and postage costs, and similar costs and expenses associated with enforcement of the covenants. Such costs and expenses shall be reimbursed in addition to all specific penalties, fees or other expenses as provided herein.
30. In the case of uncertainty as to the meaning of any paragraph, sentence, clause, phrase or word in this Declaration, the interpretation thereof by the Board of Directors of Mill Creek Estates Property Owners Association, Inc., shall be final and conclusive and shall be binding upon all interested parties.
31. Unless otherwise specified or the context requires a different interpretation, the following terms, when used in this Declaration, shall have the following meanings:
  - a) **Association** shall mean the Mill Creek Estates Property Owners Association, Inc., a North Carolina non-profit corporation, and its successors and assigns.
  - b) **Board** shall mean the Board of Directors of the Mill Creek Estates Property Owners Association, Inc. or any successor governing body of the Association.
  - c) **Mill Creek Estates** shall mean all residential areas located within the Mill Creek Development which shall be shown on one or more plats recorded in the office of the Register of Deeds for Macon County, North Carolina.
  - d) **Common property** shall mean roads, sewers, water systems, and other properties utilized for the common use of all owners of property in Mill Creek Estates.

- e) **Declaration** shall mean the Declaration of Restrictive Covenants as set forth in this document.
- f) **Developer** shall mean Mill Creek Properties, a partnership, or Mill Creek Golf Club of Franklin, Inc., a North Carolina Corporation with its principal place of business being in Macon County, North Carolina, and its successors and assigns.
- g) **Declarant** shall mean Mill Creek Properties, a partnership, or Mill Creek Golf Club of Franklin, Inc., a North Carolina Corporation with its principal place of business being in Macon County, North Carolina, and its successors and assigns.
- h) **Owner** shall mean and include the holder of record title to the fee interest of any property in Mill Creek Estates.
- i) **Lot** shall mean any separately numbered lot in Mill Creek Estates as shown on the recorded plats thereof including any separate dwelling units located in any multifamily dwelling area.
- j) **Impact fee** shall mean any fee adopted by the Board from time to time to reflect future maintenance and repair cost to roads caused by wear and tear from trucks and other construction equipment.



# **ARCHITECTURAL GUIDELINES**

# **MILL CREEK ESTATES PROPERTY OWNERS ASSOCIATION, INC. ARCHITECTURAL GUIDELINES**

## **I. INTRODUCTION**

As provided in Article 6, Para 6.01 (b) of the By-Laws of the Mill Creek Estates Property Owners Association, the Board of Directors of said Association has established the Architectural Guidelines outlined herein. These Guidelines are intended to insure that construction within Mill Creek Estates conforms to the standards and restrictions set forth in the Declarations of Restrictive Covenants as recorded with the Register of Deeds, Macon County, NC.

## **II. RESTRICTIONS AND GUIDELINES**

The principal restrictions and guidelines governing construction on Mill Creek Estates lots are as follows:

1. All lots are to be used for residential purposes only.
2. Construction on all lots is limited to single family dwellings only. A guest suite or like facility without a kitchen is permitted, but such a suite may not be rented except as part of the entire premises for the use of a single family and their house guests.
3. Each principal dwelling shall be limited to two stories in height exclusive of basements and shall have a minimum of 1,200 square feet of heated living space. If dwelling consists of more than a single story, a minimum of 960 square feet of the heated living space must be on the main floor. As used herein the term "basement" shall mean one story of dwelling which is at least partially below the surface of the ground and which is not used as a living space.
4. Vinyl siding may be used only under the guidelines set herein:
  - a. Colors must be chosen that are compatible with the existing neighborhood and existing neighborhood sites. Muted shades of brown, gray or green are acceptable. Trim colors must be compatible with house color chosen.
  - b. The quality of the vinyl siding and colors chosen must be submitted to the Architectural Committee for approval.
5. Clearances of 10 feet from side and rear property lines and 25 feet from front property line to all structures must be provided in laying out the building site.
6. In locating a proposed structure on a lot and in specifying paint colors, materials of construction and architectural features, consideration must be given to maintaining the quality and atmosphere of the existing neighborhood and to neighboring sites and dwellings with respect to views, water run-off and other environmental impacts. All clearing and land-disturbing activities occurring during the development of a specific lot or parcel, for which a building construction permit has been obtained, shall be performed in compliance with the North Carolina Sedimentation Pollution Control Act of 1973, latest revision.

In addition, it shall be the Owner's responsibility to install and maintain sedimentation and erosion control devices sufficient to retain all sediments generated by the clearing and land-disturbing activities within the boundaries of the lot or parcel being developed in order to protect all common and private property owners from damage by such

clearing and land-disturbing activities.

In case of offsite damages to adjacent lots or common properties, these damages will be corrected promptly by the Owner responsible for the clearing and land-disturbing activities and all costs incurred in the correction will be borne by him.

These sedimentation and erosion control devices shall be maintained operable until all construction is completed and the affected site is completely stabilized.

7. During construction on any lot, wash-out of concrete trucks delivering concrete to that site may be done only on that particular lot. All residue of truck "wash-outs" is to be removed as part of the site clean-up at completion of construction.
8. In order to keep the construction site free from trash, garbage and/or other debris objectionable to the public, it shall be the responsibility of the Owner to keep and maintain a suitable dumpster or other approved receptacle. This dumpster shall be placed out of the road right-of-way, and shall remain at the site until completion of the project. It will also be the Owner's responsibility to make sure that at the end of each working day all loose trash, construction materials and/or garbage is safely deposited in the dumpster.
9. TV or radio antennas may not be placed on structures nor shall large satellite dishes be located on lots. However, in keeping with recent technology in the area of satellite-digital TV antennas, dishes up to 18" (Direct TV) may be installed, subject to approval by the Architectural Committee as to placement and concealment of same.
10. Any re-painting involving a change of paint color(s), or a change in a previously approved exterior paint color, including trim and accent colors, must be submitted to the Architectural Committee for approval prior to the beginning of the work. Earthy natural tones are recommended for compatibility with neighborhood and the environment. Failure to comply in obtaining Board's approval before the work is commenced or completed could result in the Owner being ordered to remove the applied paint.
11. All road cuts made during the course of construction are to be at right angles to the center line of the road and are to be "saw-cuts".
12. Time allowed for completion of construction is one year. The one-year period shall be from the date site preparation is started until the date a Certificate of Occupancy is issued by Macon County, North Carolina. There are exceptions to this "one-year rule" that are noted in the Restrictive Covenants.
13. All driveways shall be paved, either with bituminous cement or portland cement, starting at the edge of the existing roadway. This edge should be slightly higher (1 inch minimum) than the existing roadway to allow for maintenance overlays in the future. In addition, and as deemed required by the Architectural Committee, a drainage culvert shall be installed under the paved driveway, so as not to interrupt the flow of the roadway storm water, meeting the following specifications:
  1. The minimum acceptable size will be 12" in diameter.
  2. All culvert materials shall conform to the latest North Carolina DOT requirements pertaining to gauges, wall thickness, lengths, protective coatings, materials and design.

14. The construction of parking areas shall not be permitted adjacent to the main roadway, except in the case of condominiums or villas. The minimum (25 feet) front set back as green space should be maintained as possible. Variances to this rule may be given after careful evaluation of the merits of each individual case.
15. House Connection: A house connection is the water and the sewer pipes connecting such a house to the system main lines. The Board is responsible for the maintenance and upkeep of the main sewer and water lines only, with individual house connections being the responsibility of each homeowner as follows:
  - a. Sewer connection: from the house to the collector main or manhole.
  - b. Water connection: from the house to the water meter.

The MCEPOA will be responsible for repair and maintenance of the sewer and water lines up to each residence house connection/water meter regardless of whether it is located on common ground or ordinary thoroughfare, and is not intended to cover any losses of the homeowner of any real or personal property, including landscaping.

The above restrictions and guidelines are not intended to be all inclusive and may be revised from time to time. In cases of question or dispute, the By-Laws of the Association and the recorded Restrictive Covenants shall govern.

### **III. SUBMISSION AND APPROVAL OF CONSTRUCTION PLANS**

Before committing yourself to a contract or commencing construction of any improvements on your lot (including clearing and grading work prior to construction), you must follow the procedure outlined below. This procedure applies not only to the construction of a new house but also to any alterations or additions to an existing building and to any improvement activity that involves the use of Mill Creek roads by heavy vehicles and equipment.

1. **Submission of Plans** - Complete plans in duplicate must be submitted to the Architectural Committee. Drawings must be legible, fully dimensioned and drawn to scale, preferably 1/4"=1'0". The plan "package" must include as a minimum the following:
  - a. Foundation plan.
  - b. Floor Plan.
  - c. Elevation views of structure (four minimum) showing type of exterior wall finish and color and roof finish and color
  - d. Typical cross-section of all bearing walls.
  - e. Specifications describing materials and construction methods to be used and stating the intended construction schedule.
  - f. Plot Plan showing lot boundaries and location of all proposed improvements, including buildings, septic tank and drain field, driveway and any other structures with dimensions indicating setbacks from lot boundaries to all structures.
  - g. Copy of Health Department permit for septic system. (Phase I lots only)
  - h. Clearing: If the proposed construction is expected to violate the

minimum requirements set forth in Restrictive Covenant Number 7, it shall be the responsibility of the Owner to establish a proposed tree cutting schedule he deems needed for the safe construction of his residence, and submit it to the Architectural Committee for approval together with his Plans. A representative of the Architectural Committee, while making his Site inspection, will review the merits of the petition and render a decision in writing. No tree shall be cut until an approval has been received, or the penalties outlined in Restrictive Covenant Number 7 shall apply. This procedure shall also be applicable to cutting of trees at anytime thereafter.

- 2. Site Inspection** - The contractor will provide clearly visible markers at every corner of the lot, after which a site inspection will be made jointly by the lot owner, the building contractor and a representative from the Architectural Committee. During site inspection, the location of building, driveway and other improvements will be determined, together with any drainage facilities found necessary for erosion control and roadway drainage. The builder must provide a metal culvert under the driveway where it crosses the roadside ditch. The pipe length and the diameter will be determined by the contractor and approved by the Architectural Committee representative during the site inspection.
- 3. Road Impact Fee** - Any building or lot owner who plans to construct a building on a Mill Creek Estates residential lot shall pay the Association a road Impact Fee at the time the building plans are released for construction. As of this date the Impact Fee is \$700.00. This fee is subject to revision from time to time as economic conditions dictate. This is to reimburse the Association for the expense of future repairs and increased maintenance work on roads due to heavy wear and tear caused by trucks and construction equipment in reaching the building site.
- 4. Release of Plans for Construction** - No work may begin until your plans and construction schedule have been approved in writing by the Architectural Committee - Mill Creek Estates Property Owners Association. After the plans are approved and the owner or builder has paid a road Impact Fee for each house approved, the building plans will be released for construction. The second set of plans will be retained by the Architectural Committee for the Association's files. Once the criteria above has been met, all construction must be completed within one year, as provided in Section II, Para 11.
- 5. Changes During Construction** - If any substantial change in plans is contemplated during construction, the builder must submit to the Architectural Committee two copies of drawings meeting the standards set out in Para III-1, hereinbefore showing the proposed changes. No departure from the previously approved plans is allowed until approved in writing by the Architectural Committee - Mill Creek Estates Property Owners Association.

In the interest of protecting the high quality of our community and the value of your investment, the Mill Creek Estates Property Owners Association seeks your full cooperation in following the above policy and procedure. It is simple and easy, and it is designed to avoid any delay in your project. Most importantly, it will insure you against disappointment and a waste of money that can occur in the absence of adequate planning and construction management.