

LEATHERWOOD MOUNTAINS PROPERTY OWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW COMMITTEE (ARC) GUIDELINES AND REQUIREMENTS

As Revised: July 15, 2017

INTRODUCTION: Welcome to Leatherwood! If you are reviewing these ARC Guidelines, you are either interested in building here, or are looking to improve your property for the betterment of yourself and the community. In either event, your Architectural Review Committee created these Guidelines to be an easy to use resource – so your questions would be answered in one place with a clear and easy to understand process.

The Leatherwood Mountain Property Owner's Association, Inc., as successor Declarant, will not honor any prior approvals (whether for lot combinations or subdivisions, for ARC approvals, etc.) of any previous Declarant as to use of any member's property, unless such approvals have been documented in writing and submitted to the POA prior to any Member or Member's service provider, as of the date of these guidelines, performing any modifications or work on property. It is the intent of the Leatherwood Mountain Board of Directors to bring certainty and uniformity, to the extent possible, to the approval process for all ARC, lot combinations, lot subdivisions, and other aspects of property use by publishing these Guidelines and Requirements.

PURPOSE

The purpose of these guidelines come from the Leatherwood Mountains Covenants Article VI, Section 7 of the Architectural Review provisions set forth within to protect the value of all real property subject to this Declaration and to promote the interest, welfare, and rights of all development property owners. Decisions of the Architectural Review Committee (ARC) approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied. Such decisions by the ARC shall be final; however, the appeal process is available for denied application(s) to the Board of Directors, as Declarant.

Please read the Article VI and Article VII for the Covenant requirements, attached for your convenience at the end of this document. (Exhibit C)

ACTIVITIES REQUIRING ARC APPROVAL

The following activities require ARC approval:

- New residential construction.
- A room addition that requires modification to the existing exterior of the house.
- Exterior remodel including exterior color changes and re-roofing.
- Construction, installation or alteration of a garage, barn, outbuilding, fence, wall, gate, mechanical equipment, or spa.
- Installation or alteration of a driveway.
- Landscaping.
- Pasture requiring grading and removing trees.
- Cutting trees over 6" in diameter measured 24 inches above the base of the tree.
- Signage.

In general ARC approval is required for any improvements on a property except for an interior remodel. For re-roofing with same style and color shingle, repainting with same previously approved color or similar, ARC will accept a copy of the prior ARC approval to help expedite ARC review.

I. SPECIFIC PROCEDURES:

It is the responsibility of each property owner to comply with the covenants and these guidelines.

As with any construction project in a planned community, you are required to obtain ARC approval before commencing any construction or installation (including if a previous ARC approval has expired) by submitting an Architectural Review Application Form (Exhibit A). You may submit a preliminary plans and proposal using an ARC Application Form for extensive construction and grading projects.

1. ARC Application Form.
2. Two complete sets of final plans, including the following:
 - a) Plot Plans. Map showing entire property boundaries, location of the structure, setbacks and locations of well, septic tanks, drain field, propane/fuel tank.
 - b) Floor Plans.
 - c) Elevations.
 - d) Specifications including: Construction material types, color samples of roof and exterior finishes, furnished by the material manufacturer.
 - e) Grading and landscaping plans.
 - f) Erosion Control and Storm Water Management Plan by responsible and knowledgeable parties (e.g., contractor or engineer) will be required if the runoffs resulting from and grading activities will not be contained within the project site.
3. Staking of house, outbuilding(s), driveways, pasture area, well, septic tank, propane tank locations prior to final approval. Well and septic system must be approved by the County Health Department.
4. Any changes to the approved plans must be submitted for review and approval.
5. Any plans and submittals are to meet all covenant requirements and ARC Approval will be final.

The communications regarding the ARC Application will be done between the property owner and the ARC member. ARC member will not work through a third-party agent appointed by the owner unless the agent has a legal authority to act in the owner's behalf.

Every application submitted to ARC will be reviewed by the ARC. In performing its review, the considerations included within these Guidelines will be closely followed, since they originate from the Leatherwood Mountains Covenants.

Any proposed plans and submittals that do not meet the covenant requirements, construction guidelines and/or architectural standards will be detailed by the ARC and returned to the applicant. Any request to obtain an exception or to appeal an ARC determination can be made to the Board of Directors.

The ARC will respond within 30 days of receiving your complete information including application, fees and plans. One set of plans and specifications will be returned to you and the other copy will be retained.

The property owner is required to pay the POA a Road Impact Fee (*non-refundable*) PRIOR to starting any substantial site grading or a pasture clearing in preparation for a new home project, or a new home construction.

EXPIRATION OF APPROVED APPLICATION

The ARC application will expire one year from the date approval. The property owner shall re-submit the application for the project after the expiration.

LOT COMBINING, SUBDIVIDING OR LOT-LINE ADJUSTMENT

Lot combining, subdividing or Lot-line adjustment requests shall be submitted to the ARC. The review of such request will be referred to the Board of Directors, and approval or disapproval will be by the majority vote of the Board of Directors. (Exhibit B)

These guidelines may be revised by a majority approval by the Board of Directors.

II. CONSTRUCTION GUIDELINES AND ARCHITECTURAL STANDARDS:

Every application submitted to ARC will be reviewed by the ARC. In performing its review, the considerations included within these Guidelines will be closely followed, since they originate from the Leatherwood Mountains Covenants. These guidelines may be revised by a majority approval by the Board of Directors. Each application will be considered on its own merit.

DURING CONSTRUCTION

All construction at Leatherwood Mountains Community may be under routine observation by the ARC. The ARC member and its invitee may enter the project site after a prior notice has been communicated by an email or a phone call to the owner.

Hours of work will be 7:30 am to 7:30 pm Monday through Friday.

All vehicles shall OBSERVE THE POSTED SPEED LIMITS.

There shall be no noisy work on weekends, holidays or extended hours without written permission from the POA.

No burning of trash or materials.

CLEARING AND GRADING

Prior to any preparation for construction activities including lot clearing, tree cutting or equipment/material mobilization, the property owner or contractor shall install protection at the edge of pavement at the entrance to the construction site to the satisfaction of the ARC & Road Committee.

It shall be the responsibility of each lot owner to seed or otherwise landscape all cuts and slopes resulting from the construction in such a manner as to maintain the aesthetic quality of the community.

Notes: Clearing and grading can cause serious erosion and long-term damage. In so far as possible, driveways should be curved to limit visibility of any improvements from the community roadway. A curved driveway using the terrain may afford a gentler grade for safety and winter road conditions. Be sure to get your County septic permit before you do any grading of any kind, because you may destroy your septic field.

STORM WATER

Certain properties which are adjacent to streams, ponds, or common areas or community amenities may be required to present a storm water management plan as part of the ARC application process.

MAINTENANCE OF ROAD DURING CONSTRUCTION

The owner of any Lot where construction is in progress shall require all contractors, builders, carpenters and other workers, in connection with such construction, to keep the roads in the community reasonably free of dirt, mud and debris at all times.

GENERAL

Homes and other improvements that visually "disappear" into the trees and natural terrain, or otherwise appear to fit naturally into the surrounding environment are desirable. The use of natural materials, such as wood and stone, and choosing colors consistent with natural environment are recommended. Generally, colors such as bright white, blue and red will not be approved, as they do not blend with natural surroundings.

EXTERIOR SURFACE COLORS

The exterior surfaces of roofing, siding, foundation, fences, walls and gates shall blend with the natural surroundings. Color samples are to be submitted. Generally, colors such as bright white, blue and red will not be approved, as they do not blend with natural surroundings.

ROOF PITCH

Recommend 10/12 or 12/12 or more, however, a minimum acceptable pitch for the house or the primary dwelling building is 8/12, unless the roof serves as outdoor living space. Porch and outbuildings that are accessories to the house or the primary building may be allowed to be less steep than this.

ROOFING

Material: New Metal, Composite Shingles, Slate or Synthetic Stone. Generally, colors such as bright white, blue and red will not be approved, as they do not blend with natural surroundings.

SIDING MATERIALS

Siding materials for any buildings on the property should be covered with natural materials such as logs, wood, and stone. Any non-natural material sidings must be covered with wood or applied texture to appear as natural materials. Concrete blocks or bricks should be kept to minimum usages.

FOUNDATION

Stone is preferred. Earth-toned stucco or concrete may be used where not prominent or not visible. Plans for retaining walls, drainage ditches and any grading or re-grading plans for any property should be included with any ARC application.

FENCES, WALLS AND GATES

Made of natural materials, synthetic materials resembling natural material, or fabricated metal such as wrought iron, not to exceed 6' in height.

SIGNS

Earth tone colors blending with background and limited use of bright colors.

Maximum size: 2.5 square feet. Top of sign shall be less than 4' from the ground.

TREE CUTTING AND TRIMMING

ARC approval is required for cutting trees over 6" in diameter measured 24 inches above the ground. While no tree survey or precise plan is required, the ARC requests a sketch of location or marking of trees and providing evidence that the cutting of trees will be within the applicant's property limits. Trimming/thinning of trees does not require approval. Topping off of trees is allowed if the topped trees are not visible to neighboring homes or from roadways. It is recommended that a professional be consulted for this type of work to ensure the tree remains healthy following topping. When tree removal or trimming is required for opening up a view, selective removal of trees or thinning of branches are recommended. All tree trimmings shall be cleared away from the view of community roads and neighboring properties.

TREE OR SHRUB PLANTING

Planting and landscaping shall be provided such that each Lot continues to conform to its natural surrounds. Plants native to the region and mountain areas are preferred. All exposed dirt and banks shall be reseeded or planted with an appropriate ground cover as soon as practicable following disturbance.

PASTURE CLEARING AND MAINTENANCE

All removed trees shall be cleared away from the view of community roads and neighboring properties. All run offs shall be controlled at all times and contained within the project property. The cleared area must be reseeded and appropriately protected from soil erosion. All pasture must be cut and managed appropriately. Any unmanaged pasture that is unsightly to the community will be subject to fine as noted. Pasture clearing and maintenance may involve the storm water plan discussed previously.

SATELLITE DISHES

Not visible or disguised from roadways and neighbors is preferred.

WELL

Wells should be located away from the main roadway right of way easements and disguised with a "fake" rock cover, wood or rock shelter covering and/or screened with evergreen native bushes.

AFTER CONSTRUCTION

When the construction of an approve project has been completed, all debris from construction shall be removed from the site and the surrounding area, including any silt fence (unless sections of silt fence are to remain under an approved storm water plan or for a temporary duration). The temporary power pole shall also be removed along with the litter container and a portable toilet. At this time, the owner should notify the ARC that the contractor has completed these requirements.

Any non-compliance or unapproved work shall be subject to Board action every 30 days for notices that have been given to the property owner. No ARC approval will be authorized for any project where a Member is not in compliance with any ARC approval, is not a Member in good standing, or is in violation of any covenant provision with regard to that member’s property.

ARC SCHEDULE OF FEES AND FINES

Fee Name	Due Date	Amount
Road Impact Fee	Prior to Commencement of Work	\$1,500
Unauthorized Plan Change	Corrections May be Required	To be Assessed by Board
Unauthorized finishes	Corrections May be Required	To be Assessed by Board
Open Fire	Each Citation	\$100
Non-Compliance	Upon Notice & Each 30 days' Notice	\$100
Tree Cutting	Each Tree Over 6" Trunk	\$100 each
Tree Topping	Each Tree	\$100 each
Littered Construction Site	Each Citation	\$100 each

Any unpaid fees and fines will become lien to the property.

Lot Description & Location:

Property Owner's Name:

I have read and understand the ARC requirements for construction or modification, and the association LWPOA Covenants, and will adhere to these documents in this project.

Signature

Date

Exhibit A

ARCHITECTURAL REVIEW COMMITTEE APPLICATION

LEATHERWOOD MOUNTAINS POA

Please submit all requests through the Homeowner Portal.

Date Submitted:
Name:
Phone Number:
Contact Address:
Leatherwood Site Address:
Email:

Projected Start and Completion Dates: _____ (start) _____ (completion)

Contractor: _____

Description of Request (mark any item(s) that apply):

Please attach required plans and documents.

- New Construction
- Remodel
- Site Work – such as Grading, Driveway, Pasture, etc.
- Tree cutting
- Fencing
- Other _____

Additional notes:

ARC Use

	Date Received	Date Approved
ARC Application Form		
Plot Plans		
Floor Plans		
Elevations		
Specifications – Materials, Color, etc.		
Grading / Landscape Plans		
Erosion Control / Storm Water Mgmt.		

Comments:

Exhibit B

Lot Combinations/Lot Un-combinations/Lot Subdivisions/Lot-Line Adjustments

All such requests shall be reviewed on case by case basis. The request must meet all local governmental regulations prior to the POA's review. The request shall be submitted to the ARC with the following documents. The request will be reviewed, approved or disapproved by the majority board attending the session.

- Copies of Deeds of each lot affected.
- Plot plan(s) detailing lots and improvements.
- Reason for the request.

Lot Combinations:

Lot combine may be granted in order to comply with the covenant requirements for adjoining lots owned by the same owner.

Example: Building of an outbuilding structure without a living quarter on an adjoining vacant lot of a primary single-family residence. Such outbuildings as are usually accessories to a single-family residence dwelling including a private garage or barn facility.

The combined lots shall continue to pay the POA dues and assessments in the same total amounts as prior to combining of lots (i.e. shall be revenue neutral to the POA).

When the lot combination is granted, the property owners shall provide a deed, recorded in the county recorder's office, to the POA within 6 months of approval, including a language evidencing the combining of two or more lots that are restricted to be used as one-dwelling lot in accordance to the covenants, however, paying POA assessments in the same proportions as prior to combining of lots.

Lot Un-combinations/Subdivisions:

The previously combined lots may be uncombined if the non-residential lot should be converted to become a residential lot meeting all covenant requirements.

The previously combined lots which have been waived of paying separate POA assessments shall be subject to pay all waived assessments to the POA prior to approval.

The previously combined lots may be uncombined if all structures on the non-residential lot have been demolished and the lot becomes a vacant lot or if the structure has been legally converted to a single-family dwelling in compliance with the ARC guidelines, POA covenants and applicable government codes.

When the lot un-combining is granted, the property owner shall provide the deeds, recorded in the county recorder's office, to the POA within 6 months of approval that the lots have been legally separated.

Lot Subdivision:

Lots may be subdivided as long as the request meets the governmental regulations and Leatherwood Mountains Covenants restrictions (*i.e., Lots in Elk Ridge Phase 1 & 2 and Elk Horn Phase 6 must be minimum of 10 acres*).

All subdivided lots shall become subject to the covenants and pay separate assessments for each new lot created.

When the lot subdivision is granted, the property owner shall provide the deeds, recorded in the county recorder's office, to the POA within 6 months of approval that the lots have been legally separated.

Lot-Line Adjustment:

Lot-lines may be adjusted for adjoining properties, owned by the same property owners or in agreement between the adjoining property owners as long as the lot-line adjustments do not negatively impact the POA or neighboring properties.

When the lot-line adjustment is granted, the property owner(s) shall provide the deeds recorded in the county recorder's office to the POA within 6 months of approval that the lot lines have been legally adjusted.

Exhibit C**LEATHERWOOD MOUNTAINS POA
COVENANTS CONDITIONS AND RESTRICTIONS****(ARTICLES VI & VII ONLY)****ARTICLE VI
ARCHITECTURAL REVIEW**

1. The Declarant shall have the responsibility of enforcing the requirements set forth in this Article until such time as it passes such responsibility to the Architectural Review Committee (the "Committee") which thereafter, shall assume and be responsible for enforcement. Reference in this Article to the Declarant shall mean the Committee after such time as the responsibility is passed to the Committee. The following provisions regarding architectural review shall apply to each and every lot now or hereafter subject to this Declaration.
2. No construction, reconstruction, remodeling, alteration, or addition to any building, improvement, or structure of any kind, upon any lot in the Development, shall be commenced without the prior written approval of the Declarant of the proposed site location, plans and specifications.
3. There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping.
4. The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days, approval will not be required and the requirements of this Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting them and the other copy thereof shall be retained by the Declarant for its permanent files. The Declarant shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed \$50.00.
5. At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors shall appoint a standing committee of the Board, to be called the Architectural Review Committee, which shall initially consist of three (3) members to be appointed from among the Association's members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The initial committee shall serve for a term of two (2) years, after which the committeemen shall be appointed by the Association's Board of Directors, pursuant to its Bylaws, and shall serve for a term of one (1) year; provided further that the number of committeemen may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors.
6. After its appointment, the Architectural Review Committee shall establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the Committee. Such written criteria shall be subject to revision or amendment by the Committee at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the Committee in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application.
7. The purpose of the Architectural Review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interest, welfare, and rights of all development property owners. Decisions of the Declarant or Architectural Review Committee approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

**ARTICLE VII
RESTRICTIONS AND REQUIREMENTS****1. Residential Use.**

No lot shall be occupied or used except for single-family residential purposes, or as common areas if owned by the Association. No structure shall be erected, placed or permitted to remain on any lot other than one detached, single-family residence dwelling and such outbuildings as are usually accessory to a single-family residence dwelling including a private garage or barn facility. This shall not restrict the Association or the Declarant from constructing on any lot, security, maintenance, or other facilities for the benefit of the Development. No obnoxious or offensive activity shall be carried on upon the properties which may be or may become a nuisance or annoyance to the neighborhood.

2. Size and Placement of Residences and Structures.

a. No dwelling having more than three (3) above ground stories or having less than 1200 square feet (with some consideration being given to covered non-heated areas) shall be constructed upon any lot in the development, and the Declarant and its successor Architectural Review Committee, as provided in Article VI, retain the right to withhold approval of plans for any split level, two or three story residence where such a structure is unsuited to the proposed lot's terrain, where the erection of such a structure would block or materially interfere with the primary view or vista or solar access of another lot, or would not be in keeping with the general development of surrounding area.

b. The Declarant and its successor Architectural Review Committee shall have the authority to promulgate regulations pertaining to the height and size requirements of all other types of structures, including but not limited to outbuildings, fences, walls and copings.

c. No above-grade structure (except fences or walls) may be constructed or placed on any lot within:

(1) Forty-five (45) feet from the front line of the lot, which is the center line of road in front of such lot.

(2) Fifteen (15) feet from each lot side line, unless the side line is the center line of a road, in which case forty-five (45) feet is the setback requirement.

(3) Twenty-five (25) feet from the rear line of each lot.

(4) A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need only have one rear yard as defined by (3) above.

d. Declarant or its successor Architectural Review Committee in its discretion shall have the right to waive said setback line requirements.

3. Other Requirements.

a. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the lot owner and approved by the appropriate governmental authority and the Declarant, unless public sewage becomes available in the Subdivision.

b. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

c. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Declarant or the Architectural Review Committee.

d. All structures constructed or placed on any lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such lot, without approval of the Declarant or its successor Architectural Review Committee.

e. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Declarant or Architectural Review Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, except for common receptacles provided by or with the approval of the Declarant or Architectural Review Committee.

f. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

g. It shall be the duty of each owner to maintain his or her lot, together with the exterior of all improvements located therein, in a neat and attractive condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, and other exterior improvements. In the event an owner shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Review Committee, the Association retains the right to enter upon such premises for the purpose of effecting needed maintenance and repairs as provided in Article IV, Section 7 herein.

4. Prohibitions.

a. No mobile homes shall be permitted on any lot.

b. No privies or outside toilets shall be constructed or maintained on any lot.

c. No temporary house, trailer, garage, storage shed or other outbuilding shall be placed or erected on any lot, provided, however, that the Declarant or Architectural Review Committee may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

d. No permanent outdoor lights or permanent light sensitive lights shall be permitted on any lot, if said light or the light from said light is visible from any other lot.

e. No sign (including but not limited to "For Sale" or similar signs) billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Declarant or Architectural Review Committee.

f. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.

g. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street.

h. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained by the Declarant or Architectural Review Committee.

i. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

j. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

k. No on street vehicular parking shall be permitted except as permitted by and under regulation issued by Declarant or the Architectural Review Committee.

l. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the Declarant, except trees required to be removed for construction of the approved residence or appurtenant structures.

m. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the Development. In the event that the owner of any lot permits trash to collect on the same and on request fails to remove the trash within thirty (30) days, agents of Declarant or Architectural Review Committee may enter upon the said lot to remove the trash, without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot, provided, however, that such expense will not exceed \$100.00. This provision shall not be construed as an obligation on the part of the Declarant or Architectural Review Committee to provide trash removal service. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

n. There shall be no access through perimeter lots to the Interior of the Development.

o. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Declarant or Architectural Review Committee; however, the Declarant hereby expressly reserved to itself, its successors or assigns, the right to re-plat any lots shown on the plat of any of said development or part thereof owned by it in order to create a modified lot or lots, or other parcels, without permission or joinder of any lot owner whose lot lines are not affected by such re-platting. The restrictions and covenants herein apply to any lots resulting therefrom as if the resulting lot or lots had been originally platted in such manner. All further subdivision or re-platting shall be subject to the provisions of the Subdivision Regulations of Wilkes County, North Carolina.

5. Easements.

a. All of the properties, including lots and common area, shall be subject to such easements for driveways, walkways, trails, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines and other public utilities as shall be established by the Declarant or by his successors in title and the Association shall have the power and authority to grant and establish upon, over, under and across the common area conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the properties.

b. It is contemplated that as Leatherwood Mountains is developed the Declarant will create pedestrian access easements which will provide for members convenient means of ingress and egress to and from the common areas. Such easements shall be for pedestrian traffic only and no vehicles shall be permitted to use such easement, except for bicycles or horses.

c. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or right-of-way:

(1) An easement over each lot within the road right-of-way and a fifteen (15) foot strip along the rear and side lines for the purpose of installing, operating and maintaining utility lines and mains and surface water drainage ditches or lines;

(2) The right to trim, cut and remove any trees and brush and to locate guy wires and braces within the road rights-of-way, and front, rear and side line setback areas for the installation, operation, and maintenance, together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners; and

(3) The right to withdraw water from any river, stream, creek or other above ground water source for the benefit of a property owner whom the Declarant has determined is unable to obtain a sufficient quantity of potable water at reasonable expense within his lot. The method and location of such water withdrawal devices shall be subject to Declarant's approval.

d. The Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

e. Declarant reserves unto itself, its successors and assigns, and for the benefit of all lot owners in the development, the street and road rights-of-way shown on the plats now or hereafter recorded of the development for purposes of ingress and egress, for maintenance of utility lines and mains and for drainage, and no lot owner may interfere with such rights-of-way or such uses therein.

f. On each lot, the rights-of-way and easement areas reserved by the Declarant shall be maintained continuously by the Association but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of the road, or utilities, which may change the direction or flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or interfere with established slope ratios or create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the development. Improvements within such areas shall also be maintained by the respective lot owner at the lot owner's expense, provided that the plans for relocation are submitted to the Declarant or Architectural Review Committee and approved in writing.