

Idlewild Property Owners Association Inc.
P. O. Box 307
Cedar Mountain, NC 28718
www.idlewildnc.com

Architectural and Environmental Regulations
April 25, 2023

Idlewild Property Owners Association has an Architectural and Environment Committee to facilitate approval and execution of construction projects within the neighborhood. This describes guidelines and fees for those projects. Fees include a non-refundable impact fee and a potentially refundable deposit against potential unforeseen damages. Please contact the AEC for clarification or to discuss the potential for a variance to any of the guidelines, and at appropriate points during construction to insure the project is completed as approved.

The Application for Approval and two printed copies of the construction plans plus a pdf copy, which show dimensions, site locations (including septic areas and driveways), exterior design elevations, and exterior material specifications of the proposed construction or improvements, shall be submitted to the AEC for review and issue resolution. The AEC will submit a recommendation to the POA Board, and a decision provided before any construction activity begins. A check for the refundable Environmental Damage and Compliance Deposit in the amount of \$5,000 payable to the Idlewild POA shall be submitted with the Application. A signed receipt for the plans and the \$5,000 deposit will be provided to the LOT OWNER upon delivery to the AEC.

The AEC will make every effort to make a recommendation in 30 days, and the Board will render a decision in 30 days after that.

1. No construction activity shall commence until the Lot Owner has written approval from the Board of Directors.
2. A check for the nonrefundable Impact Fee in the amount of \$5,000 for new construction (or a smaller amount from the fee schedule for an improvement project) payable to the Idlewild POA shall be submitted after the application is approved and before construction begins.
3. Construction shall proceed in accordance with all local building codes and permitting processes.
4. County Health Department rules regarding on-site toilet facilities shall be observed by the prime contractor and/or Owner/builder.
5. Accountable supervision shall be on the job site at all times during site preparation, machinery land clearing, and the removal of site debris from the property.

6. Tree and brush removal within a 40-foot distance, in any direction, from any dwelling or approved permanent structure shall be permitted at Owner's sole discretion on the Owner's property. Removal of any live trees exceeding 6 inches diameter at breast height (DBH) that are located more than 40 feet from any structure or more than 20 feet on either side of the centerline of a private driveway shall require BOARD approval. The Board encourages no removal of vegetation within 10 feet of any property line.
7. Brush, trees, and stumps that are removed shall be disposed of in such a manner that other property owners will not suffer visual impairment or physical damage to their property. Stumps and other natural waste that cannot be discreetly contained and/or buried on the Owner's property shall be hauled away from Idlewild.
8. Only heating fires in a suitable container under contractor supervision shall be permitted during any construction.
9. Bare stripping of a surface cover to provide for custom landscaping beyond the 40-foot buffer area referred to in paragraph #5 shall require approval by the BOARD of detailed plans for erosion control.
10. Any culvert installed under a driveway within the right-of-way shall be at least 14 inches in diameter.
11. Each Construction Project is subject to a Road Impact Fee as per the attached fee schedule that is payable when the plan is approved the Board. This fee is intended to amortize the cost of excessive wear and tear on the road system resulting from heavy construction. The cost of repairing any specific negligent or wanton road damage caused by the Owner, the Prime Contractor, or any Subcontractor will be assessed as to actual cost of repair and paid for out of the Compliance & Damage Deposit.
12. During all stages of construction, unreasonable interference with residential traffic on the Idlewild roads as a result of construction activity shall receive immediate remedial action from the Owner or Prime Contractor. All drivers serving the construction must be firmly instructed against driving in excess of the 20 MPH speed limit. Delivery trucks or tractor-trailer drivers with heavy, wide, or long loads shall reduce their speed in curves.
13. Modular homes are not permitted in Idlewild.
14. The Owner or Owner's Agent and Prime Contractor are responsible for controlling trash of all kinds including food and drink, on or around the construction site. NO waste concrete or mixer washout residue is to be dumped anywhere in Idlewild, EXCEPT on the Owner's property. If dumped off the Owner's property anywhere in Idlewild, the cost of clean-up shall be charged to the Owner.

15. All dwellings (homes where humans are residents) shall have a habitable (heated) area of at least 1,200 square feet.
16. The maximum combined area of any lot that is covered by any and all roofs over any and all structures, including but not limited to houses, garages, decks, porches, garden sheds, and storage sheds shall not exceed 7% of the lot size or 10,000 square feet, whichever is less.
17. The maximum height of any house shall not exceed 35 feet, when measured from the grade at the principal entry for the house to the ridge of the highest roof.
18. Lot owners may temporarily reside in a recreational vehicle for a total of 6 weeks during construction. The vehicle must be removed after each stay.
19. All construction shall be completed within 12 months unless an extension is granted by the Idlewild AEC. A written extension request should be submitted to the Idlewild AEC, detailing the reason(s) for the extension request and revised completion date. Certificates for General Liability, Workman's Comp and Auto Insurance should be provided to cover the extended time required to complete construction.
20. Minimum setback requirements for all structures, including but not limited to the house, a porch, deck, carport, garage, satellite antenna, fuel tank, garden shed, etc. (excluding well), shall be:
 - A. 65 feet from the center line of any road that borders the property.
 - B. 30 feet from the property line of any adjacent property.
21. Water features including but not limited to ponds, swimming pools, pet pools, spas and hot tubs with a capacity/volume greater than 1,000 gallons shall not be filled using water from any well in the Idlewild community.
22. Fuel tanks should be buried or not visible from the road or an adjacent lot. Options to address above ground tanks include surrounding privacy fencing and/or appropriate landscaping as proposed and agreed to by the AEC and Board.
23. Fencing to contain animals: Homeowners should submit a written plan with drawings outlining the area a proposed fence would be installed. Generally, fencing should follow the setback rules for structures or be approved as a variance by the AEC and should be aesthetically consistent with the neighborhood. It is the desire that even fencing not visible from the road be in keeping with the environment and blend in with the surroundings e.g. black iron fencing, darker black or green vinyl chain link instead of aluminum or white, etc.
24. Inspections by the AEC committee members will be completed at appropriate times to insure the project is completed as approved, and to determine if there is cause to consider not refunding all or part of the refundable Environmental Damage and Compliance Deposit.

Refusal of the Owner, Prime Contractor, or any Subcontractor to comply with these regulations is not an option. Our overriding objective is to maintain the safety, the exceptional beauty, and natural environmental quality of Idlewild. It is to that purpose that these regulations have been established. Good taste and common sense will hopefully compensate for any omission.

I (we), the owner(s) of Lot # _____ accept and agree to comply with the foregoing and hereby acknowledge receipt of this document.

Lot Owner: _____
(Printed name)

(Signature) Date: _____

Lot Owner: _____
(Printed name)

(Signature) Date: _____

Prime Contractor: _____
(Printed Name of Company)

Contractor/Supervisor: _____ Date: _____
(Signature)