

NORTH CAROLINA
RANDOLPH COUNTY

**Amended and Restated
Declaration of Covenants,
Conditions, and Restrictions for
Living Well Community**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LIVING WELL COMMUNITY, made this _____ Day of _____ 2018 by WALK SOFTLY, LLC, a North Carolina Limited Liability Company, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS Walk Softly, LLC, as Declarant, filed a Declaration of Covenants, Conditions, and Restrictions for Living Well Community in Book 2247 Page 1126, Randolph County Registry (“Original Declaration”):

AND WHEREAS, the Declarant is the Owner of portions of the real property described in Article I below:

AND WHEREAS, the Declarant has adopted a uniform scheme for the development of said property in accordance with the purposes as set out in Article II below:

AND WHEREAS pursuant to Article XI of the Original Declaration, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Living Well Community was approved by a vote of members of the Living Well Community Association owning more than 90% of the lots that are subject to the Original Declaration at a duly called meeting after proper notice on April 8, 2018:

NOW, THEREFOR, the Declarant hereby makes the following declaration as to limitations, restrictions and uses to which the real property described in Article I may be put, and hereby specify that such declaration shall constitute restrictions and covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claimed under them and shall be for the benefit of and limitation of all future Owners and residents of said property, this

Declaration of Covenants, Conditions, and Restrictions being designated to achieve the purposes set out in Article II below.

Article I PROPERTY DESCRIPTION

The real property subject to the Declaration is located in the Town of Franklinville, Randolph County, North Carolina and is described as follows (the “Property”):

All the property shown on the recorded survey maps for Living Well Community in the town of Franklinville, NC. The property includes all that certain property described in deeds to Walk Softly, LLC recorded in Book 2030, Page 1947 and Book 2382, Page 113, Randolph County Registry. The property includes all the land shown on Plat Book 115, Pages 21 through 23, Randolph County Registry (including lots 1-23, Lot 25, easements of record, and the 101.24 acres remaining). The property is further shown on Plat Book 125, Page 70; Plat Book 129, Page 91, Plat Book 130, Page 86; Plat Book 131, page 95; Plat Book 135, Page 56-57; and Plat Book 140, Page 33; all recorded in the Randolph County Registry. The only exception to the above referenced property is that the Covenants do not apply to Tract H, being 1.000 acres as shown on Plat Book 131, page 95, which has been released from the Covenants so it can be exchanged with Deep River Fabricators for a trail/greenway easement across their property.

Article II PURPOSE

The Covenants, Conditions, and Restrictions contained herein are for the purpose of developing a community for safe, healthful and harmonious living in keeping with the approved Conceptual Plan. They are developed in the interest of public health, conservation and sanitation so that the real property and other land in the same locality may benefit by a decrease in the hazards of pollution and environmental degradation, and by an increase in the protection of water supplies, wildlife, natural foliage, and the stability and diversity of natural ecosystems. The Declarant further wishes to promote “green,” energy-efficient, diverse, mixed-use neighborhoods focused on community, sustainability, health/wellness, honoring the sacred, and service to the greater good, that honor the history and energy of the land.

Article III DEFINITIONS

1. “*Camping Area*” shall mean a specific geographic part of Living Well Community set up for temporary accommodation of a short-term duration for tents, simple shelters, camper trailers, and the like as normally included in a campground and so allowed under Town of Franklinville zoning.
2. “*Cluster Lot*” will be a Lot on which there is more than one residential house. It may be further defined in the By-Laws.

3. “*Cohousing*” shall refer to a model of development that involves a combination of private homes and shared facilities and spaces. Cohousing originated in Denmark in the 1960s and was introduced to the U.S by architects Kathryn McCamant and Charles Durrett. A cohousing community is planned, owned, and managed by the residents.
4. “*Conference Center*” shall refer to a building, or grouping of buildings and adjacent areas, designed for holding conferences, trainings, workshops, events, retreats, and similar activities. It may include overnight accommodation options and food service options. The Conference Center shall focus on programming consistent with the core values of Living Well Community and may also contain connected businesses involved in such programming.
5. “*Commercial/Institutional Lot*” shall refer to a Lot for commercial or institutional use. Uses could include such things as a church, health clinic, store, office, small manufacturing facility, storage area, etc. Off-street parking (including bike racks) for customers, Members, and employees needs to be provided when any building is built.
6. “*Common Property,*” or “*Common Elements*” will be any real estate within Living Well Community owned or leased by Living Well Community Association, other than a Lot. A Common Element is not considered a Lot.
7. “*Conservation Area*” shall refer to those areas designated on the recorded plats of Living Well Community set aside to remain natural and not have permanent structures built on them. In Conservation Areas wild harvesting and growing of food is allowed so long as the activity is first approved through the Living Well Community Association.
8. “*Dwelling*” or “*Residential Structure*” shall mean a building designated for or used for human occupancy on a permanent basis.
9. “*Farm*” shall refer to a Farm owned by an individual, or other entity for the purpose of growing food for sale or for the use of the Owners and those the Owners designate. The Farm(s) will be five acres in size or larger, and may contain structures for permanent residence of the Owner(s) and housing for interns and workers on the Farm(s). The Farm(s) may also include such other buildings as necessary for the good functioning of a Farm dedicated to growing, storing, harvesting, and processing food, and the educating of others in these activities. Farm(s) may include agritourism activities, and may include other Owner-operated businesses so long as the business activities are consistent with the primary goals of the development as listed in Article II of these Covenants.
10. “*Green Building Requirements*” provide an overview as well as the main enforceable specific requirements through which the principles of the Living Well Community will be implemented in its buildings. These Requirements are found in the Appendix to this Declaration. The *Green Building Guidelines* document provides additional detailed guidance and is found in the By-Laws.

11. “*Lot*” shall mean and refer to a physical portion, as shown on the recorded plats for Living Well Community, designated for separate ownership. No Lot may be further subdivided, except by Declarant, Walk Softly, LLC, or unless meeting specific requirements as stated in other parts of this document and remaining consistent with the approved Conceptual Plan.
12. “*Lot Owner*” shall refer to a person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as a security for an obligation.
13. “*Member*” shall mean and refer to the owner of a fee simple interest in a Lot as described above, or a Lot derived from the property described above, or other long-term, permanent resident as outlined in the By-Laws.
14. “*Mixed-use Lot*” shall refer to Lots 1-7 and 14-23. These Lots can be used for either residential or commercial use, or for a mixture of both. Mixed-use Lots with a commercial component shall be used for businesses that do not generate large numbers of vehicular visits per day, as outlined in the By-Laws, and shall provide enough off-street parking on the Lot to accommodate all visitors to their business. In addition to being used by the Owner, a Mixed-use Lot can be used as a rental property and rented on a daily, weekly, monthly, or yearly basis. Renters must adhere to these Covenants, Conditions, and Restrictions.
15. “*Mobile Home*” shall mean any home primarily manufactured off the premises and constructed or positioned so as to be movable on wheels, regardless of whether the wheels are attached to the structure, and shall include single wide mobile homes, double-wide mobile homes, and all other mobile homes and trailers. The definition of Mobile Home shall not include modular homes that meet the standards of the North Carolina Residential Building Code or Tiny Homes as defined below.
16. “*Multi-family Housing*” shall refer to apartment buildings owned by an individual Owner with each individual unit rented out to a specific tenant. Tenants must adhere to these Covenants, Conditions, and Restrictions.
17. “*Patio Home Lot*” shall refer to a small Lot used primarily as a residence. In addition to being used by the Owner, it can be used as a rental property and rented on a daily, weekly, monthly, or yearly basis. Renters must adhere to these Covenants, Conditions, and Restrictions. A Patio Home Lot may have business visitors as specified in the By-Laws.
18. “*Planning Committee*” of the Living Well Community Association will review building construction plans to assure they meet standards specified in the Green Building Requirements in these Covenants, the Green Building Guidelines in the By-Laws, as well as other matters that are not determined by the Covenants or By-Laws. Unresolved issues between Lot Owners and the Planning Committee will be referred back to the larger Living Well Community Association for resolution.
19. “*Public and Private Easements,*” as shown on the recorded survey maps of Living Well Community, shall be preserved for their intended uses. No permanent structures shall be placed on Easements. Temporary uses such as flower or garden beds, removable fencing, etc.

shall be put on Easements only if there is a written agreement from Members stating that they agree to remove items at their own expense should the stated use of the Easement require it. Living Well Community Association shall have the right to remove items placed in Easements at the Member's expense if Member refuses to remove items either temporarily or permanently. Public and private Easements, as shown on the survey maps of Living Well Community can be changed, added, or removed as needed through proper legal procedures, which would include recording updated survey maps showing any changes.

20. "*Recreational Vehicle*" shall mean any home or structure manufactured off the premises, permitted as an RV, and self-propelled or permanently towable by a light duty truck. Unless addressed in another part of this document, RVs must be parked in an area designated for that purpose. Special circumstances based on size can be addressed by the Planning Committee.
21. "*Tiny Home*" is a dwelling unit either on a permanent foundation or on wheels that meets the specified requirements for Tiny Homes found elsewhere in this document, in the Green Building Requirements in these Covenants, the Green Building Guidelines in the By-Laws, and in the approved Conceptual Plan.
22. "*Townhouse*" shall refer to a group of residential units connected to each other. Townhouses may be used for permanent residential use or may be rented for income. Renters must adhere to these Covenants, Conditions, and Restrictions.
23. "*Tract*" shall refer to a Lot that has the option of a future use that may be different from its present use, but which future use option follows the approved Conceptual Plan for Living Well Community and follows other parts of this document.

Article IV RESTRICTIONS

All property described in Article I above and all subdivision thereof shall be subject to the following Covenants, Conditions, and Restrictions:

Section 1: Buildings

1. All dwellings and commercial buildings shall comply with the Living Well Community Green Building Requirements and Green Building Guidelines to promote energy-efficient, "green" building. Existing buildings adjacent to existing boundaries of Living Well Community and joined to Living Well Community are exempt from the Green Building Requirements and Guidelines because they are existing buildings. Any addition to such buildings, or new buildings built on such Lots once joined to Living Well Community must meet all Green Building Requirements and other requirements set out in these amended Covenants, Conditions, and Restrictions. With small buildings, as defined in the By-Laws, an alternative method of verification may be used as agreed by the Planning Committee. The Planning Committee may determine method of verification.

2. No Mobile Homes are permitted on any Lot, in accordance with Franklinville zoning restrictions. However, a builder or Owner may place a temporary construction trailer on a site during the construction process.
3. Modular homes that meet the standard of the North Carolina Residential Building Code and comply with the “Living Well Community Green Building Guidelines” as outlined in the By-Laws are allowed.
4. Recreational Vehicles (RVs) may be parked on an Owner’s Lot so long as there is a parking area built that is large enough to accommodate the RV and so long as the RV is totally out of the street right of way and provided there is another building on the Lot that serves as the main residence. People visiting a Lot they own but have not yet built on can do so with an RV, so long as they do not stay longer than 90 days.

Section 2: Lot Size and Auxiliary Buildings:

1. Uses shall match the particular approved zoning.
2. All auxiliary buildings to the main building on each Lot shall sit to the side or behind the main building on each Lot. In the case of a mixed-use Lot where more than one main building is built on the Lot, any building with plumbing and electricity and finished as a living space or office space/commercial space can be designated the main building for purposes of this requirement. For Patio Home and Cluster Lots, outside storage attached to the main building is preferred, but separate detached auxiliary buildings may in limited cases be approved by the Planning Committee based on aesthetics and relationship to other buildings. (General guidelines for these exceptions can be found in the By-Laws.)
3. No Lot shall be further subdivided, except by Declarant, Walk Softly, LLC, unless given specific written permission for future division by Declarant, Walk Softly, LLC, at the time of sale. Any subdividing must meet the subdivision requirements of the Town of Franklinville, and must be consistent with other sections of this document and with the approved Conceptual Plan. Any Tract subdivided into individual lots consistent with the approved Conceptual Plan for Living Well Community and allowed under this document shall not be allowed to be further subdivided after a period of five (5) years has passed from the date of the recording of a plat of such subdividing. When all Tracts are either sold or subdivided/platted, any rights that Walk Softly, LLC, still has as Declarant will transfer to Living Well Community Association.
4. Setbacks of all buildings shall be a minimum of 20 feet from front and back property lines and a minimum of 6 feet from side property lines unless specified differently on the recorded survey maps for Living Well Community. Setbacks for Lots smaller than 1/3 acre in size shall be listed on the recorded survey maps for Living Well Community.
5. No Lot owner can plant trees in such a way as to limit a neighbor’s solar access on the south facing side of that neighbor’s Lot. The Living Well Community Association shall be the entity that interprets this requirement.

6. To be consistent with the community goal of open, hospitable, and neighborly culture, extended lengths of privacy barriers which block visibility will be no higher than specified in the By-Laws or allowed by Franklinville ordinance. (See-through fencing that keeps animals in or out is not considered privacy fencing.)

Section 3: Domestic Animals

Animals shall be allowed as per the Town of Franklinville Ordinances and are subject to any and all of the Town of Franklinville and Randolph County Ordinances. In order to maintain our goals of health and safety, dogs need to be kept on the Owner's property unless in the control of the Owner by leash. No domestic animal shall be housed or kept in such a way that they cause a disturbance to neighbors by noise, odor, aggression, or other means. Owners are responsible for any damages caused by their animals and liable for fines in the amounts specified in the By-Laws. Further discussion of the policy relating to domestic animals can be found in the By-Laws.

Section 4: Signs:

Signs shall conform to the sign policy developed by Walk Softly, LLC, as detailed in the By-Laws, and must also meet the Town of Franklinville Sign Ordinance. Where there is a conflict, the Town of Franklinville Sign Ordinance shall take priority. The policy for signs within the area controlled by Living Well Community Association can be modified by the Association. Private signs are not allowed in any road right-of-way, or on Community land or Easements. Signs are allowed on Lots used for business purposes provided they follow the guidelines on size and materials specified in the By-Laws. Before putting up a sign, a letter of approval is required from the Community Association.

Commercial/Institutional Lots shall follow the guidelines on size and materials specified for Commercial signs found in the By-Laws, and the sign ordinance of the Town of Franklinville. Where there is a conflict between the policy in the By-Laws and the Town of Franklinville sign ordinance, the Town of Franklinville sign ordinance shall take priority.

Section 5. Trash Disposal and Recycling:

In order to maintain our goals of health, aesthetics, and safety, no Lot or Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers and disposed of regularly so as not to create a nuisance in the community.

Recycling is strongly encouraged and the Community Association has the right to set up areas for Members of Living Well Community to gather, store, and sort materials that are recyclable. Such recycling areas can be located on community land and need to be maintained in an orderly and pleasing manner.

No junk, unlicensed, or disabled motor vehicles shall be allowed upon said property as per town ordinance.

Individual Owners have the right to have compost piles or bins on their property. Such compost piles or bins need to be kept in a way that does not create odor or other negative impacts on neighbors.

Section 6. Night Lighting:

In order to preserve the beauty of the night sky and natural patterns of day and night, night lighting shall be as limited as possible. In cases in which lighting is used for safety or security, these lights should operate on sensors, be directional, and/or be placed and used in accordance with this objective.

Article V
PLATS

In addition to this Declaration, and any subsequent amendments, the Properties shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats of portions of the Properties, which are recorded or to be recorded in the Public Records of Randolph County.

Article VI
WALKING PATHS/WALKING EASEMENTS

Declarant hereby grants unto itself and the future record owners of the property perpetual Easements, for the use and enjoyment of the community and to promote community interchange. These Easements are shown on the recorded Plats of Living Well Community and on the Plats herein above described and designated as “Walking Easements” or “Walking Trail Easement.” Declarant, Walk Softly, LLC, shall clear and install a portion of the Walking Trails along the Walking Easements. Any and all other installation and all future maintenance of Walking Trails along the Walking Easements shall be at the discretion, expense, and direction of Living Well Community Association. The Declarant, Walk Softly, LLC, hereby reserves the right to dedicate additional Walking Easements or to change the course and direction of Walking Easements on portions of the Property not already conveyed. The Walking Easements are subject to the following restrictions:

1. Walking Paths and Walking Easements as shown on the Plats of Living Well Community and/or created by the Community Association are for non-motorized use only, including but not limited to walking, biking, running, and hiking. There shall be no cars, motor bikes, four wheelers, or any other motorized machines used on the path except where necessary for maintenance purposes, or for use approved by Declarant, Walk Softly, LLC, or the Living Well Community Association.
2. No synthetic pesticides or fertilizers can be applied to Walking Paths or Walking Easements with the exception that a biodegradable quick acting herbicide can be used on Walking Paths in the case when no other option is available for control of quick growing weeds and grasses.

3. Various Owners may own the underlying fee to the Walking Paths or Walking Easements, but shall not do anything to obstruct or interfere with the allowed uses of the Walking Paths or Walking Easements. Underlying Owners shall not put any structures, fences, or other difficult to move obstacles in the Walking Easements.

Article VII
COMMUNITY SPACES/COMMON PROPERTY

The Common Property shall be for the use and enjoyment of Owners and their guests and invitees. The Living Well Community Association shall be Owner and will be responsible for the management, maintenance and operation of the Community Space or Common Property and for the payment of all property taxes and other assessments which may from time to time become due. The Common Property includes the following: the community park, the community garden, the parking easement along Infinite Way across from the Patio Lots; and the easement of Infinite Way and its Extensions. The Common Property shall also include areas so designated in future phases of the Living Well Community or parcels bought by the Association to expand their community areas.

All Members of Living Well Community Association and their guests and invitees shall have non-motorized recreational use of the approximately 53 acres of natural buffer area next to the Deep River and next to Sandy Creek, PL 131 page: 95, Randolph County registry. The Living Well Community Association will pay one half of any maintenance cost for any trails or other improvements to this area and one half of any property taxes. The remaining one half of the cost of maintenance shall be paid by the Declarant, Walk Softly, LLC, for as long as it owns this property, or by whoever owns this property in the future. This right to access runs as a deed restriction with this approximately 53 acres of land. Declarant, Walk Softly, LLC, has the right to sell this land, so long as the non-motorized recreational rights of Living Well Community Association Members and guests and/or invitees remain in place.

Article VIII
LIVING WELL COMMUNITY ASSOCIATION

The Association is formed to promote the Living Well Community values of building community, sustainability, health/wellness, honoring the sacred, and service to the greater good, creating a sustainable, diverse, mixed-use neighborhood honoring the land and its history. The Association shall maintain and improve the Walking Easements/Walking Trails, look out for the good of the neighborhood/community, charge and collect assessments, operate and maintain any Common Property, and enforce this Declaration.

1. A person or entity automatically becomes a Member of Living Well Community Association through ownership of a Lot in Living Well Community and shall remain a Member as long as they own a Lot in the Community. Walk Softly, LLC, shall remain a Member as long as it owns a Lot or Tract. Long-term permanent residents may also be Members as outlined in the By-Laws.

2. The Living Well Community Association shall collect and administer membership dues to be utilized for the maintenance of the Conservation Area, Community Spaces, and other assets that are either owned by the Association or available for use by the Association. The Association shall also collect and administer annual road maintenance fees as outlined in the Dedication of Easement and Road Maintenance Agreement. The Association can collect and administer additional funds above the fee per year for maintenance of the Conservation Area, Common Spaces, and other assets of the Association. Additional funds shall be for such other uses as the membership, or its officers by appropriate delegation of authority, shall deem necessary for the betterment of Living Well Community.
3. For residential Lots the annual dues shall be the amount set by Living Well Community Association and specified in the Association By-Laws. For the Conference Center, Commercial Lots, or Rental Units the fee shall be based on yearly expected use based on a multiple of the fee for an individual Lot. This fee amount shall be determined by the Association. Membership fees shall be due on the date specified in the By-Laws. The Association may increase or decrease dues by a majority vote of Members at its annual meeting.
4. Decisions are to be made by the consensus procedures defined in the By-Laws. To reach decisions, a meeting needs a quorum as defined in the By-Laws. At meetings other than the annual meeting, voting may be done by proxy on questions that have been announced in advance.
5. All Members in good standing, as defined in the By-Laws, shall be entitled to vote on all matters coming before the Living Well Community Association. The Association is empowered to make the determination of all issues regarding dues and voting, unless otherwise specified in the Covenants.
6. Living Well Community Association shall have at least one meeting per year, which shall happen the first Sunday in May, unless otherwise posted. Place and time shall be set by the Association officers. Notice shall be given to all Members at least 30 days prior to the meeting. All transactions involving funds of the Association will be reported at the annual meeting. All meetings need to be announced and open to all Members.
7. The Association shall, at its annual meeting, choose officers as defined in the By-Laws. The Association shall indemnify all its officers against all expense and liability, including Attorney's fees, incurred by or imposed upon them in connection with any proceeding to which the officer may be a party or in which he/she may become involved by reason of being or having been an officer or Member of the Association, unless the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties as an officer of the Association. No single entity or person can have more than one office as part of the Association at any given time (e.g. if a Commercial Lot has 2 votes, it can still only have one officer in the Community Association).
8. Living Well Community Association is empowered to make the determination about enforcement of these covenants using conflict resolution models, as outlined in the By-

Laws. Living Well Community Association has the right to put a lien on Lots that have dues or fees more than 12 months in delinquency.

9. The owner of a parcel of land physically touching Living Well property may also apply to become a Member of the Association. Those applying for membership are expected to observe the steps outlined in the Process for Joining Living Well Community Association included in the By-Laws, and to pay an initial membership fee set by the Association as well as the regular yearly membership dues paid by all Members. Membership includes access to walking paths and easements, access to the Conservation Area, along with other benefits of membership as may be added in the future.
10. Any land that the Declarant, Walk Softly, LLC, owns or buys in the future that is physically touching the Property which is presently part of Living Well Community, can automatically be added to Living Well Community without the payment of any fee and if added shall be subject to these Covenants.

Article IX NO WAIVER OF RESTRICTIONS

No waiver of a breach of any other restrictions or covenants herein contained shall be construed to be a waiver of any other breach of the same, or other restrictions or covenants; nor shall failure to enforce any one of such restrictions be construed as a waiver of any other restriction or covenant.

Article X DURATION

The restrictions and covenants herein shall run with and bind the Properties in perpetual duration from the date of this instrument unless these covenants are revoked by a vote of 90% of Lot Owners with one vote per Lot.

Article XI AMENDMENTS

These restrictions and covenants may be amended by a meeting called by any Member. Said meeting shall be set by written notice to all property Owners by certified mail and must be set at a minimum of 30 days from the date of the mailing of said notice. Written notice to those residing at Living Well may be hand-delivered by an Association officer provided receipt is acknowledged in writing. A Member may vote by their presence or by written proxy. Any amendment will be binding upon a vote of 90% of all Members present or voting by proxy, each Lot having one vote, until such time as Declarant Walk Softly, LLC, no longer holds an interest in the Properties and after such time, upon a vote of 75% of all Lot Owners present or voting by proxy, each Lot having one vote. Any amendment to these restrictions and covenants shall be set

out in an appropriate instrument and duly recorded at the office of the Register of Deeds of Randolph County.

Article XII
ENFORCEMENT

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now own or may hereafter own any part or parcel of the property above described, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered from any violations thereof to restrain violations. The failure or refusal of the Declarant or any Owner to enforce any of the provisions in this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the party in violation, provided that such proceeding results in a finding that such Owner was in violation of the Declaration.

Article XIII
VALIDITY

Invalidation of any portion of any one of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal to this Declaration of Covenants, Conditions and Restrictions, this the day and year first above written.

Also, the Declarant is signing for the purpose of consenting to the amending and restating of this Declaration of Covenants, Conditions, and Restrictions for Living Well Community.

Signature will be notarized.

Walk Softly, LLC

By: _____ (Seal)

Harvey P. Harman, Jr., Member Manager

APPENDIX

GREEN BUILDING REQUIREMENTS FOR LIVING WELL COMMUNITY

Statement of Purpose: The Green Building Requirements for Living Well Community help implement the overall goals for the community: sustainability, health/wellness, honoring the sacred, and service to the greater good. The Green Building Requirements are meant to set minimum green building standards without being overly burdensome. The Green Building Requirements, established here as part of the Declaration, provide an overview as well as outline the main enforceable specific requirements. Minimum requirements fall within the following areas and are more fully delineated in the Green Building Guidelines found in the By-Laws.

A. Thoughtful design. Buildings are to be based on design that works with the existing landscape, and to be sited on Lots in ways that minimize environmental impacts and maximize natural benefits.

Examples include siting the house to work with the existing grade and minimize earth disturbance, building the house into a hill to take advantage of earth berming, orienting buildings in such a way as to take advantage of passive solar heating, and designing for good air flow to minimize air conditioning requirements.

B. Low-Impact Construction Process. The construction process is to be set up to minimize impacts on the natural environment of the surrounding ecosystem and the social environment of neighbors and the community.

Examples include having an approved erosion control plan in place during construction, having a construction recycling plan during construction, and having written agreements with neighbors regarding use of their space during construction if it is anticipated such space will be used.

Specific Requirement: Soil erosion control structures are installed as per the site plan approved by the Planning Committee prior to starting building construction and are maintained during the length of the building process.

C. Safe and Legal Construction Process. Buildings are to be built in a safe and legal way. Examples include requiring OSHA safety regulations to be followed, requiring building permits for dwellings and commercial buildings, and requiring liability and worker's compensation insurance by contractors and subcontractors, etc.

Specific Requirements: 1) All items required to be done prior to starting construction are done and signed off on by the Planning Committee before starting construction. The Planning Committee will provide a list of such items within 14 days of someone making such a request.
2) Buildings built with alternative building methods and intended for permanent residential use must be built with appropriate building permits.

D. Energy Star or Better Building Standard. A standard equal to or better than the *Energy Star* Green Building Program is to be followed and certification obtained. Energy Star requires energy-efficiency of at least 15% above current building code standards and also requires verification through site inspections and performance testing. In addition, *Energy Star* requires meeting certain standards for a number of considerations such as air infiltration and moisture. We encourage building that goes beyond *Energy Star* when possible. Using less energy saves money and it reduces the negative impacts caused by our use of energy, such as greenhouse gas emissions, etc.

Specific Requirement: "Energy Star" levels of energy efficiency, or equivalent, as a minimum.

E. Low-Embodied-Energy Building Materials. When possible, materials are to be chosen with low embodied energy so as to have minimum negative environmental and health impacts from their manufacturing and use. Examples include use of natural materials, materials with high recycled content or ability to be recycled, use of materials that have minimum off-gassing, and use of materials produced locally or nearby.

F. Water Conservation. Attention is to be paid to water usage. Examples include low flush/dual flush/no flush toilets, efficient layout to minimize wastage, and rainwater catchment.

G. Reduced Stormwater Impacts. Methods are to be employed to slow down and capture rainwater to minimize stormwater impacts from impervious surface areas created through buildings, driveways, and roads.

Examples include downspouts to cisterns, swales and rain gardens, and landscaping to control runoff.

Specific Requirement: Above or below ground cistern(s) and/or rain water catchment features in the amount required by the Green Building Guidelines are installed on site prior to finishing construction, or on a timeline worked out with the Planning Committee.

H. Openness to Innovation. Examples include flexibility regarding minimum or maximum house size; use of alternative building methods so long as buildings are permitted and follow the Green Building Requirements; welcoming of diversity of housing and building types and architectural styles; interest in maintaining affordability; and finding creative solutions that encourage income, age, ethnic and class diversity within our community.

I. Upholding Community Values. All these considerations are in place in order to honor the sacred and provide service to the greater good in our buildings and landscapes. Examples include making our buildings and landscapes include beauty as well as function, creating multi-purpose landscaping, building and designing our homes so they encourage positive neighborhood interactions (e.g. porches, easy access to the front door, welcoming entrance); creating community spaces; welcoming diversity; and offering each other support during the build process and beyond.