

# AMHERST

## Architectural Guidelines, Maintenance Standards, & Rules and Regulations

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## Introduction

### Purpose of Architectural Guidelines

Amherst is a single family Home Owner Association (“HOA”). Simply stated, this means that the original tract of property was designed and approved as a self-contained, deed-restricted community, having its own Covenants and By-Laws under which all homeowners will live and abide, and which will provide for the maintenance of all common areas and improvements thereto. These Architectural Guidelines are being established so that aesthetics, appearance and continuity are more specifically defined by both the Covenants and by precedence, as established by the HOA’s Board of Directors (“Board”). The Architectural Standards and Use Restrictions set forth in this document are for the purpose of protecting the value and desirability of the real property located in the Amherst Community. The Amherst Homeowners Association’s By-Laws and Declaration of Covenants, Conditions and Restrictions (“DCCR”) supports the Board’s authority to periodically adopt, publish, and amend written architectural standards and construction specifications. The Board will review all new architectural requests until an Architectural Control Committee (“ACC”) is appointed.

The following Architectural Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner in order to safeguard property values.

In addition to setting standards for Improvements, the Architectural Guidelines establish a process for the review of any proposed Improvements to lots and dwellings, to ensure that all sites within the community are developed and maintained with the standards of consistency and quality that attracted you to the Amherst neighborhood.

No architectural improvement of any kind will be erected, placed or maintained, and no addition, alteration, modification or change to any improvement will be made without the prior written approval from the ACC or Board. This includes, but is not limited to, any building, wall, fence, patio, deck, driveway, plating, coloring or painting of the exterior, swimming pool, or screened enclosure constructed, installed or placed (such construction, alteration and landscaping are hereinafter referred to as the “Improvements”) No building permit for such Improvements will be applied for, obtained, commenced or made until plans and specifications showing the nature, kind, shape, height, material, color and location of same is submitted to, and approved in writing by, the ACC or Board. Improvements will be completed in strict conformity with such plans as approved, unless otherwise expressly agreed to in writing by the ACC or Board. The ACC or Board has the sole right, authority and complete discretion to approve or disapprove the plans and specifications for Improvements for any reason, including, but not limited to, exterior colors and appearance, landscaping, location of the structure(s) and aesthetics.

### Government Permits

To the extent that any city ordinances, county ordinances, state ordinances, local government ordinances, any building codes or building regulations require more restrictive standards than the standards set forth in the Architectural Guidelines or the DCCR, the local statutes and ordinances will prevail. To the extent that any local statute or ordinance is less restrictive, the DCCR and the Architectural Guidelines (in that order) will prevail.

## Review Structure

The ACC or Board will handle architectural control and design review for the community. The ACC and Board have exclusive jurisdiction over all matters relating to Improvements to existing structures as set forth in the DCCR. The ACC or Board will review plans and specifications for all Improvements on any dwelling or lot, will be the conclusive interpreter of these Architectural Guidelines, shall monitor the effectiveness of these Architectural Guidelines, and may promulgate additional design standards and review procedures regarding Improvements, in order to remain consistent with the Architectural Guidelines.

## Architectural Review Process

### Review of Proposed Improvements

The review of any proposed Improvements will require the submission of an application form to the ACC or Board. An application form can be obtained on the Charleston Management website at [www.charlestonmanagement.com](http://www.charlestonmanagement.com), or by calling Charleston Management's Client Services at 919-847-3003, or by sending an email to the Board at [amherstfamilycommunity@gmail.com](mailto:amherstfamilycommunity@gmail.com). In addition, a copy of the form has been included as Exhibit C attached. Depending on the scope of the Improvements, the ACC or Board may require the submission of all or some of the plans and specifications listed below. At the ACC's or Board's sole discretion, the ACC or Board may instead require a less detailed description of the proposed Improvements.

**Comment [A1]:** Why don't we include a blank architectural request form as "Exhibit B" (attached to the end of this document)? If we did this, we can also note that the Board/ACC reserves the right to update the request form periodically as needed

### Application Process

The ACC or Board will require a full copy of plans for any Improvements in addition to the submission of the application form. The preferred method of submission is to scan (.pdf or .jpg only) the completed application form, along with any supporting documentation, attach this scan to an email, and then transmit this email to the Board at [amherstfamilycommunity@gmail.com](mailto:amherstfamilycommunity@gmail.com). If email submission is not feasible, the completed application form and supporting documents can be hand-delivered to any member of the Board.

Generally, any diagrams or drawings (to scale) of all proposed Improvements should show relationships to existing structures, landscaping, lot lines, and setbacks (distance from official property (plat) lines). These drawings or diagrams should also include both a "site plan" and an "elevation plan," along with any additional information which will help the ACC or Board to visualize the Improvements.

**Comment [A2]:** Define "site plan"

**Comment [A3]:** Define "elevation plan"

### Floor Plan

Show Improvements regarding decks or patios relative to the existing residential dwelling, external trash enclosures, external HVAC equipment layout, and external utilities layout.

### Other

Upon submission, any other information, additional data and additional drawings or diagrams may be requested, including, but not limited to, information regarding irrigation systems, drainage, lighting, and other external property features.

## Review Criteria for Improvements: Recommendations & Variances

While the Architectural Guidelines are intended to provide a framework for Improvements, they are not all-inclusive. During the review process, the ACC or Board may also consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation among other factors. However, the ACC or Board will not grant approval for any proposed Improvements that are inconsistent with the Architectural Guidelines, unless the ACC or Board grants an exception.

**Comment [A4]:** It looks like the term "Variance" should probably be defined here. Is "exception" a sufficient definition, or is there are more specific definition we should use instead?

## Review Period

Each application form and plan for Improvements as submitted to the ACC or Board will be approved or disapproved within thirty (30) days of receipt of all materials required by the ACC or Board. The ACC's or Board's decision will be based upon a majority-rule vote by either the ACC members or the Board members, and will be rendered through one of the following determinations:

1. "Approved" – The entire application form as submitted is approved.
2. "Approved with Conditions" – The application form is not approved as submitted, but the ACC's or Board's directions for curing objectionable features or segments are noted. The applicant homeowner must correct the plan's objectionable features or segments, and the applicant homeowner will be required to resubmit the revised application form along with any revised documentation, in order to receive "Approved" status prior to commencing any aspect of the proposed Improvements.
3. "Disapproved" – The entire application form as submitted is rejected in its entirety. The ACC or Board will specify the reasons for denial of the application form.
4. "Request for Additional Information" – The information submitted on the application form was inadequate or incomplete. The thirty (30) day time period for further ACC or Board determination will only commence upon receipt of the requested additional information.

The ACC's or Board's failure to respond to any request for Improvements within thirty (30) days of its receipt of a completed application form constitutes an "Approved" decision by default.

*As a condition of approval under this section, each homeowner and all successors-in-interest will assume all responsibilities for maintenance, repair, replacement, and insurance to and on any Improvements, and any changes, modifications, additions, or alterations thereto.*

**Approval of application forms submitted for any proposed Improvements will not set a precedent for approval of future application forms. Each application form will be regarded as separate and independent of all other previously-submitted application forms.**

## Appeal

Any homeowner who submits an application form containing plans for Improvements to the ACC and disagrees with the determination of the ACC may appeal the ACC's determination to the Board by giving written Notice of Appeal to the President of the Board within fifteen (15) days

following his or her receipt of the ACC's notice of adverse determination. The Board will review the application form and will hold a meeting to hear the appeal, with both the homeowner (or his/her agent) and the ACC (or its representative). At this meeting, the ACC (or its representative) will present to the Board any specific reasons why the application form was denied, and the homeowner (or his/her agent) may present information challenging the findings of the ACC. The decision of the ACC will only be overridden by a majority vote of the Board. This final appeal will be only deemed "Approved" if the applicant homeowner receives written notification of Approval from the Board.

### **City/County Approval**

The review and approval of plans for Improvements by the ACC is not a substitute for compliance with the permitting and approval requirements of the City, County or other local Governmental Authorities. It is the responsibility of the applicant homeowner to obtain any and all necessary permits and approvals.

### **Implementation of Approved Plans**

All Improvements must conform to approved application forms. If it is determined by the ACC or the Board that work completed or work in progress on any dwelling or lot is not in compliance with the Architectural Guidelines or is outside of any approvals issued by the ACC or Board, the ACC will, directly or through the Board, notify the applicant homeowner in writing of such noncompliance, and will specify in reasonable detail the particulars of noncompliance, and will require the applicant homeowner to remedy the same. If the applicant homeowner fails to remedy such noncompliance, or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice of noncompliance, then such noncompliance will be in violation of the DCCR and the Architectural Guidelines, and the applicant homeowner's property will be subject to a daily monetary fine.

### **Time to Commence**

If construction does not commence upon the "Approved" Improvements within one (1) year of the date of approval, such approval will be deemed withdrawn unless the applicant homeowner requests, in writing, additional time from the ACC or the Board.

### **Time to Complete**

The ACC or Board will include, in any approval, a maximum time period for the completion of any Improvements. If no maximum time period is specified in the approval, the Improvements will be completed within one-hundred and eighty (180) days of its commencement. The applicant homeowner may request an extension of this maximum time period not less than three (3) days prior to the expiration of the maximum time period, which the ACC or Board may then approve or disapprove.

### **Changes After Approval**

All proposed changes to "Approved" application forms, including, but not limited to, changes that affect the exterior of any building, colors, windows, grading, paving, or utilities which are made after the approval of the Improvements application form must be submitted by the applicant homeowner, and must be approved in writing by the ACC or Board prior to implementation of such changes. Close cooperation and coordination between the applicant homeowner and the ACC or Board will ensure that any requested changes to the original Improvements are approved within fifteen (15) days.

If the City or County, or any other local authority holding jurisdiction, requires that changes be made to final plans for Improvements previously approved by the ACC or Board, the homeowner applicant must notify the ACC or Board of such changes, and must then receive further approval from the ACC or Board prior to implementing such changes.

### **Enforcement, Due Process Hearings, Fines & Fees**

Any construction, alteration or other Improvements made in violation of the Architectural Guidelines or the DCCR will be deemed nonconforming. Upon written request from the Board or the ACC, nonconforming homeowners will, at their own cost and expense, remove such construction, alteration, or other Improvements accordingly.

Upon determination that a violation has occurred, the following steps shall be taken:

1. The ACC will investigate any reported violation(s) and attempt to bring the homeowner into compliance. The homeowner will be notified of the violation(s) in writing and will be expected to bring the violation(s) into compliance within thirty (30) days of receipt of the written Notice of Violation.
2. Should the homeowner fail to bring the violation(s) into compliance within thirty (30) days of receipt of the written Notice of Violation, the ACC will submit the matter to the Board.
3. The homeowner will be invited to meet with the Board to provide the homeowner with an opportunity to be heard and to present any evidence pertaining to the alleged violation(s). The homeowner's failure to appear for this scheduled hearing will result in periodic fines, which will begin to accrue five (5) days after the date of the scheduled hearing. However, if the violation(s) are brought back into compliance prior to the hearing, no hearing will be necessary.
4. After the hearing, the Board will respond to the homeowner with a written decision regarding the alleged violation(s). Any fines, penalties or costs relating to the violation(s) will be noted in the written decision from the Board. Any accrual of fines, penalties or costs will occur no sooner than five (5) days after the hearing date.
5. Fines will be levied on a weekly basis, per violation, until the violation is rectified (brought back into compliance). The *North Carolina Planned Community Act* gives planned residential communities the authority to fine a homeowner up to a maximum of one-hundred dollars (\$100.00) per day in order to uphold existing covenants and standards, which will protect property values.

### **Additional Fees Associated with Enforcement**

Should a homeowner fail to return his/her property to a state of compliance, the Board or its designees will also have the right to enter the property in order to remove the violation(s) and restore the property to substantially the same condition as that which existed prior to the construction, alteration or other Improvements. All associated costs, along with interest at the maximum rate allowed by law, will be assessed against the homeowner in violation, and will be collected as a special assessment. In addition, the Board will have the authority and standing, on behalf of the HOA, to pursue any and all legal and equitable remedies available in order to enforce all provisions of both the DCCR and the Architectural Guidelines, and in order to enforce the decisions of the ACC.



## **Architectural Design Standards**

The following site-specific site criteria will apply to all proposed Improvements within the community unless the ACC or Board grants a variance thereto. These criteria may be modified from time to time, and are not inclusive of all architectural standards which may be adopted by the HOA. Homeowner applicants are responsible for obtaining all necessary building permits.

### **Air Conditioning Equipment**

Unless otherwise permitted by the ACC or the Board, no window air conditioning units will be visible from the front of the house.

### **Antennae & Satellite Dishes**

In accordance with the federal *Telecommunications Act of 1996*, installation of a satellite dish does not require any prior approval, provided that the dish is a) no more than one (1) meter (39.37 inches) in diameter; b) has a hidden cable; and c) is not placed in front of a home. If the only viable location to obtain a signal is in front of a home, then the homeowner must submit a letter from the satellite installation company confirming that a signal may not be obtained in any other location. In such an instance, the satellite dish must be placed directly on the roof, not on a free-standing pole in the yard.

### **Awnings**

The installation of awnings on the front or side(s) of the dwelling is strictly prohibited. Other instances, such as installation on the rear of the dwelling, are subject to review by the ACC on a case-by-case basis.

### **Basketball Goals**

Permanent basketball goals require prior approval of the ACC. It will be placed on the rear third (toward the house) of the driveway or parking pad, and will be mounted on a single pole cemented into the ground. Portable basketball goals will remain upright at all times, will not impede upon any neighboring lots, traffic or pedestrians in any way, and will not create a noise nuisance.

### **Boats, Trailers & Unlicensed, Unregistered or Inoperable Vehicles**

*Refer to Exhibit A – Rules and Regulations.*

### **Carports**

No carports of any kind are permissible on any lot within the Amherst Neighborhood.

### **Curtains/Window Treatments**

No homeowner will place on or about any windows any metallic, foil or other coating, substance or material which similarly acts as a reflector of light, nor will any homeowner place newspapers, towels, or bedsheets in any window. All window treatments will be in keeping with the overall scheme and aesthetic of the property. At the discretion and the direction of the ACC, any window treatments deemed not to be in keeping with the overall scheme and aesthetic of the property will be removed by the homeowner.

## Exterior Appearance of Home

All yard art, door decorations, plants, furniture and grills will be kept clean and in good condition. All exterior furniture will be specifically designed for outdoor use. Cleaning equipment (such as mops, brooms, buckets, etc.), storage items (such as boxes, bins, pails, crates, etc.), and lawn maintenance equipment (such as rakes, shovels, lawnmowers, trimmers, etc.) will be stored in the rear of the dwelling. Exterior siding will be of consistent size, color and material. Siding that contains stains, soil, or any accumulation of mold or mildew will be cleaned in a timely fashion. *Refer also to Exhibit A Rules and Regulations for additional guidance.*

## Exterior Lighting

Except for temporary seasonal holiday decorative lighting, all significant exterior lighting changes or exterior lighting related Improvements must be approved by the ACC or Board. The ACC or Board will consider the visibility and style of the lighting fixture, and also its location. Exterior lighting will be directed so as not to shine directly onto another lot. Holiday lights and exterior decorations should be removed no later than one (1) month after the holiday.

## Hot Tubs, Saunas & Spas

The approval of the ACC or Board is required for the installation of any hot tub, sauna or spa (whether temporary or permanent). Any hot tub, sauna or spa will be an integral part of the rear deck or patio area and/or the rear yard landscaping, and no portion of any hot tub, sauna or spa will be visible from the front of the property. Hot tubs, saunas or spas will be installed in such a way that they are 1) not immediately visible to any adjacent property owners; and 2) will not create an unreasonable level of noise for any adjacent property owners. Homeowners are required to install and utilize safety features such as locks or secured covers for any hot tubs, saunas or spas at all times while these items are not in use. Applicable City and County ordinances govern these requirements.

## Unnecessary Noise/Nuisances

A “nuisance” is defined as any noxious or offensive activity carried out on, in or upon any part of the Community, or anything which is or may become an annoyance or inconvenience to the residents. This includes unreasonable interference with the quiet enjoyment of other residents, and noise-related disturbances during nighttime hours (11:00 p.m. to 7:00 a.m.).

Please refer to the Noise Pollution Ordinance of Wake County (See Wake County Code Article III. § 2-9-36, *et seq.*, as amended), which can be found at [www.wakegov.com](http://www.wakegov.com) for additional information pertaining to this issue.

## Parking

No vehicles of any type will be parked or stored on any part of a lot not improved for that purpose (i.e., a garage, driveway or parking pad) excepting occasional temporary overflow parking for homeowners’ guests or for other reasonable temporary purposes, provided that no inconvenience is imposed upon the homeowners of other lots.

**For additional parking regulations, Refer to the [Parking Policy Rules and Regulations Exhibit B](#).**

Comment [A5]: Attached as “Exhibit C”(?)

## Patios/Decks/Screened Porches

The approval of the ACC or Board is required for construction of or Improvements pertaining to patios, decks and screened porches. Open patios will be an integral part of the landscape plan and will be located so as not to create an unreasonable level of noise for adjacent property homeowners. The patio will be similar to, or generally accepted as a color and material which is complementary to the design, material and color of the existing primary residential structures (the house). Any decks or screened porches will be constructed of wood (or wood composite with the appearance of natural wood), with siding and architectural shingles which match the existing primary residential structures (the house).

## Pets

Homeowners will clean up after their pets in all areas of the Community, including all areas located within or surrounding the covered picnic area, park, playground, walkways, roads, etc. ("Common Areas"). No pets, including domesticated cats, dogs or chickens, will roam freely within the Common Areas. All pets will be secured within homes on an overnight basis. This requirement supersedes any other language contained in the DCCR.

**If any pet in the community is creating a nuisance by roaming freely (due to lack of constraints) or by barking, contact Wake County Animal Control at 919-212-7387. Our community follows Wake County's Animal Control Policies, which mandates that all animals must remain physically restrained at all times, whether by leash or fence. It is not necessary to register your animal in Apex, but your pets should always have their rabies tags displayed.**

## Play Equipment

Play equipment, including trampolines and play sets will not be placed in the front or side yards, or in any other location which is visible from the front of the dwelling.

## Pools

All above- and below-ground swimming pools require approval by the ACC or the Board (whether temporary or permanent). Wading pools will only be used during appropriate weather and must be emptied and stored out of sight when not in use.

## Rooftop Equipment for Solar Panels

The approval of the ACC is required for all rooftop equipment and accessories. All rooftop solar energy equipment and accessories will not be visible from the street as viewed from the front of the house.

## Signs

Except as otherwise required by the City or County, no sign of any kind will be displayed to the public view on any lot, except for one (1) sign (of not more than four (4) square feet in size) advertising a lot for sale. Signs of not more than four (4) square feet expressing support for or opposition to political candidates or any other issues which will appear on the official ballot of a primary, general or special election, provided that such political signs will be placed on a lot no earlier than sixty (60) days before such election, and will be removed within two (2) days after such election.

**Comment [A6]:** How many political signs will we allow per lot?

## **Storage Sheds, Tree Houses, Green Houses, Play Houses & Dog Houses**

Plans for Improvements regarding storage sheds, green houses, play houses or tree houses must be approved by the ACC or by the Board before any construction will begin. Approved storage sheds, green houses and play houses will be no larger in size than twelve (12) feet by twelve (12) feet by one (1) story in height. Storage sheds will be constructed of wood (or wood composite) or other non-corrosive material, and will be finished with a siding material which is similar in color and composition to the existing primary residential structures (the house). A storage shed will have a suitably-constructed flooring system or foundation (a masonry foundation or concrete slab is permitted, provided that it is completely enclosed by brick or siding to grade level). The roof of the storage shed will match the color of the existing primary residential structures (the house). Green houses will be constructed of glass or other clear solid material. Additional landscaping or screening plants may be required by the ACC depending upon the location of the storage shed. Storage sheds, tree houses, green houses, dog houses and play houses will not be located in a sewer, landscape easement or drainage easement. The homeowner will obtain any permits and approvals from the municipality as needed.

Tree houses do not have a standard design requirement and will be considered on a case by case basis. Green houses will not be visible from the front of the dwelling.

## **Temporary Structures**

Temporary structures are prohibited. The approval of the ACC is required for any tents (other than camping tents that are used for occasional overnight sleeping). Approval by the ACC is not required for temporary canopies that are erected for special occasions.

## **Trash, Garbage, Rubbish, Waste**

No trash, rubbish, garbage or other waste material will be kept or permitted upon any lot or the Common Areas, except in designated sanitary trash containers. Trash and recycling containers will be placed at the curb the night before the scheduled pick up day, and will be returned to their storage area within twenty-four (24) hours after the collection of their contents.

## **Open Burning**

Non-vegetative materials, such as household garbage, lumber, or any other synthetic materials will not be burned in the Common Areas or on any lot at any time, for any reason. Open burning of "yard waste" (leaves, logs, stumps, tree branches or yard trimmings) will comply with all state and local ordinances (See 15A NCAC 02D § .1900, *et seq.*, as amended), including (but not limited to) the following: 1) Any yard waste to be burned will originate on the premises of the homeowner's private residence, and will be burned on those premises only; 2) Open burning will be initiated no earlier than 8:00 a.m., and no additional combustible material will be added to the fire between 6:00 p.m. on one day and 8:00 a.m. on the following day; 3) The open burning will not create a Nuisance ("Nuisance" in the context of open burning means causing physical irritation exacerbating a documented medical condition, visibility impairment, or evidence of soot or ash on a property or structure other than the property on which the burning is done) for any other homeowners; and 4) No material will be burned when the North Carolina Forest Service has banned burning for the local area. Camp fires and fires used solely for outdoor cooking and other recreational purposes, or for ceremonial occasions, or for human warmth and comfort which do not create a nuisance and do not use synthetic materials or refuse or salvageable materials for fuel are exempt from these above mentioned restrictions.

## **Tree Removal in the Common Space**

If a homeowner requests that a tree in the common space be removed due to safety concerns, the homeowner must obtain a report from a certified arborist which confirms that the tree poses a hazard to the homeowner's property and/or residents who have requested the removal. If the arborist determines that a hazard exists, then the HOA will pay for felling the tree in the common space and will reimburse the homeowners for the cost of the arborist report. However, homeowner is responsible for all costs and expenses for the arborist report if it is determined that the tree is not a hazard.

## **Utilities**

Pipes, wires and other utility installations will be kept and maintained underground. Homeowners are responsible for any damage to the common area as a result of the installation of service lines from utility companies other than electric, water, sewer and gas utilities services. Utilities for which homeowners are responsible for damages to Common Areas include telephone, cable internet/television, fiber-optic, and any other miscellaneous utilities conduits.

## **Vehicles**

All motorized vehicles operating within the community will be properly muffled so as to eliminate noise which might be offensive to other homeowners. All motorized vehicles and motorized bicycles are prohibited from being used or operated anywhere other than on the streets, roads, parking lots and driveways, per Wake County Ordinances.

## **Landscaping and Site Standards**

Landscaping is an essential element of design in the neighborhood, and is also an integral part of maintaining property values.

Grass, hedges, shrubs, vines and gardens of any type on any lot or any portion of the property will be kept trimmed, and will be mowed at regular intervals in order to do so. Grass will be cut or trimmed to a consistent, uniform length, not to exceed eight (8) inches high. It will be each homeowner's responsibility to water both the lawn and the plants on his/her lot at regular intervals. Trees, shrubs, vines and plants which die will be promptly removed by the homeowner.

## **Drainage**

The established drainage pattern of a property is defined as the drainage pattern engineered and constructed by the original builder prior to (or in some cases, immediately following) conveyance of title from the builder to the individual homeowner.

No building or other structure will be placed or permitted to remain on any lot which may damage or interfere with the use, maintenance, repair or replacement of such drainage facilities and appurtenances, and no homeowner will perform any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever which will alter or interfere with the drainage pattern for the lots or Common Areas.

Landscaping will conform to the established drainage pattern, will cause water to drain away from the foundation of the house and will prevent water from flowing under, ponding near, or collecting against the foundation of the dwelling. Water will flow freely in drainage ditches and will not be obstructed by trash, debris or other items.

Drainage of the property will conform to all municipality requirements. All drainage and grading will be indicated on any proposed application forms and corresponding plans for Improvements which are submitted to the ACC or Board. There will be no interference with the established drainage pattern over any property except as approved in writing by the ACC or Board.

## **CONSTRUCTION GUIDELINES**

### **Inspections**

The ACC or the Board may perform periodic informal inspections to ensure that all work relating to Improvements is being performed in conformance with approved plans and the Architectural Guidelines. All inspections will be observations only, and will not relieve the homeowner's obligation to obtain inspection approval from the City and/or County and other governmental entities having jurisdiction.

Job sites for Improvements which are not in compliance with the Architectural Guidelines or approved plans will be issued a Notice of Violation (as discussed in the section entitled "Enforcement, Due Process Hearings, Fines & Fees"). Further construction will be prohibited until the homeowner addresses the violations.

### **Construction Damages**

Any damage to vegetation or Common Area facilities caused by the applicant homeowner(s), their contractors, subcontractors, agents or employees will be corrected immediately to the satisfaction of the Board and the owner of the damaged property. If the damage is not corrected, the HOA may repair such damage, and assess the costs of these repair(s) to the applicant homeowner(s).

### **Conduct**

The applicant homeowner will ensure that all contractors and subcontractors control the conduct of their employees while working in the community. Loud music, profanity and other inappropriate behavior will not be tolerated. Employees violating this policy may be asked to leave the premises, and may be denied future access to the community.

### **Site Cleanliness**

All work sites for Improvements will be maintained in a clean and orderly manner at all times. The storage of materials will be in an inconspicuous location within the site, and all materials will be stored in a neatly and orderly manner. All construction debris will be cleared on a daily basis, prior to the end of the workday.

***HOMEOWNERS SHOULD REFER TO ARTICLE IX, USE RESTRICTIONS, AND ARTICLE VIII, ARCHITECTURAL CONTROL, IN THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR AMHERST FOR ADDITIONAL INFORMATION.***

## **LIMITATION OF LIABILITY**

Plans for Improvements and specifications thereto are not approved by the ACC or the Board for soundness of engineering or structural design or quality of materials. By approving such plans and specifications for Improvements, neither ACC, nor the Board of Directors, nor the

individual members thereof, nor the HOA assumes any liability or responsibility for any defect(s) in any structure(s) constructed from such plans for Improvements and specifications thereto. Neither the HOA, nor the ACC, nor the Board of Directors, nor its officers, directors, members, employees, nor their agents will be liable for damages to anyone submitting plans for Improvements (and specifications thereto) for approval or to any homeowner affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve or disapprove any such plans or specifications. Every person who submits plans for Improvements, or specifications thereto, and every homeowner agrees that no homeowner will bring any action or suit against the HOA, its committees, its officers, directors, members, employees, or agents to recover any damages.

## EXHIBIT A – RULES AND REGULATIONS

### A. Introduction

The following rules were adopted by your Board in accordance with the provisions of Article 7, Section 1 (A) of the By-Laws to adopt and publish conduct of homeowners and their guests in the community. Your Board unanimously approved the following rules.

**Comment [A7]:** This deleted portion would be better suited for a “cover letter” or “transmission email” for when we send these out to everyone.

These rules and regulations are in addition to the covenants, conditions and restrictions for Amherst set forth in the Declaration of Covenants, Conditions and Restrictions for Amherst governing the community, as amended from time to time (the “DCCR”). If there is a conflict between the provisions of the DCCR and these rules and regulations, the provisions of the DCCR will prevail.

### B. Appearance

In addition to any restrictions contained in the DCCR:

1. No portion of the Common Areas will be decorated in any manner by any homeowner or occupant without the prior written consent of the Board.
2. Each homeowner will maintain his or her lot and the Improvements and landscaping thereon in good repair.
3. No owner will make any alterations or Improvements of or to the Common Areas without the prior written consent of the Board.
4. No tables with umbrellas, or grills of any kind will be located on any front porches of the homes on the lots.
5. It will be the responsibility of each homeowner to regularly water the grass, plants, trees and landscaping on his or her lot.

### C. Parking & Storage

In addition to any restrictions contained in the DCCR:

1. No bicycles, motorcycles, mini-bikes or similar vehicles, and no other personal articles will be stored in the common areas or on front porches, except as approved in writing by the Board.
2. No vehicles belonging to any homeowner, guest, or tenant of any homeowner will be parked in such manner to impede flow of traffic on the Amherst neighborhood roads. There must always be sufficient room for emergency vehicles to pass. Homeowners, visitors, licensees and the homeowners’ families will obey the posted speed limit and any other traffic regulations published in the future.
3. No vehicles of any type will be parked or stored on any part of a lot other than in those areas improved for that purpose (i.e., driveway or parking pad), and all parking and storage will otherwise comply with county and local rules and regulations, including regulations regarding nuisances and on-street/off-street parking.
4. No garage sales or similar activities will be permitted within the common areas except as approved in writing by the Board.



#### **D. Disturbances**

In addition to the restrictions contained in the DCCR:

1. No homeowner will make or permit to be made any noises which disturb or annoy the occupants of the neighboring buildings, or permit anything to be done which will interfere with the rights, comfort, or convenience of other homeowners. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS. EXCESSIVE NOISE FROM PARTIES, STEREO'S, TV'S, ETC. CAN FRUSTRATE NEIGHBORS. SPECIAL CARE SHOULD BE GIVEN TO NOISE AND DISTURBANCES EMANATING FROM PRIVATE YARD AREAS, PORCHES AND BALCONIES.
2. No discharge of firearms will be permitted.
3. Homeowners will ensure that alarm systems associated with their homes and automobiles are in good working order and repair in order to avoid unwarranted disturbances to neighbors.

#### **E. Garbage & Utilities**

1. All garbage and refuse from homes shall be deposited with care in sanitary waste containers provided for such purposes, will be transported by each homeowner for collection to such location as is required by the garbage service, and will be retrieved by each homeowner within twenty-four (24) hours after garbage collection has occurred. All garbage should be bagged and tied before depositing in waste receptacles.
2. No homeowner will interfere in any manner with any portion of the common lighting apparatus in or about the neighborhood. No homeowner will install exterior lighting on Common Areas except as approved in writing by the Board.
3. No homeowner will dispose of any paint, oil or other similar materials in storm drains or other portions of the common areas.

#### **F. Safety**

No fires will be set in Common Areas without prior written approval from the Board.

#### **G. Pets**

In addition to any restrictions contained in the DCCR:

1. No animals or livestock of any kind will be kept or maintained on any portion of the property or in any home except that dogs, cats, chickens, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided that they do not create a nuisance (in judgment of the Board), such as, but without limitation to, number, noise, odor, damage or destruction of property or refuse, and further provided that they are kept and maintained in compliance with all laws and ordinances of applicable governmental authorities relating thereto.
2. Homeowners will clean up after their pets at all times, including within the Common Areas. Pets will not roam free within the Common Areas and will be kept on an overnight basis within homes.

## **H. Use of common Areas**

In addition to any restrictions contained in the DCCR:

1. No disturbance of any creeks, storm water detention areas or landscaping areas located within the Common Areas (except by the HOA) will be permitted.
2. No decorations of any kind will be installed in the Common Areas except for decorations which are approved in writing by the Board.
3. All Rules posted at the Amherst neighborhood park will be followed at all times.

## EXHIBIT B – PARKING POLICY

WHEREAS, the Board of Directors of Amherst Homeowners Association, Inc. is empowered to formulate, publish and enforce reasonable rules and regulations concerning the uses and enjoyment of each lot pursuant to Article IX Section 1 of the Declarations of Covenants, Conditions and Restrictions for Amherst.

And WHEREAS, a rule governing the parking of vehicles on soft surfaces was duly adopted by the Board of Directors on December 2, 1999.

And WHEREAS, there is a need to modify this parking rule to address current parking issues.

And WHEREAS, it is the intent that this rule shall be applicable to all Owners, Tenants, Guests, Invitees, or any others who have vehicles entering upon any lot or common area in Amherst and this resolution shall remain in effect until rescinded, modified or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT HERBY RESOLVED that the original rules on parking have been rescinded by the Board of Directors, and that the following rules on parking, based on a community vote at the Annual Homeowners Association meeting on July 14th 2012, are hereby adopted by the Board of Directors:

All automobiles including cars, trucks and motor driven Recreational Vehicles shall be parked on or in an approved parking area. Approved parking areas DO NOT include NCDOT maintained neighborhood streets or cul-de-sacs. Approved parking areas DO INCLUDE concrete or asphalt driveways, attached or detached garages or an approved concrete or asphalt parking pad or a gravel parking area with clearly defined permanent borders. All requests for new or replacement parking areas shall be submitted in writing utilizing an architectural request form submitted for review and approval by the Architectural Control Committee or Board of Directors for compliance with this parking rule and the Declaration of Covenants, Conditions and Restrictions for Amherst. Boats and Trailers are exempted from this parking rule, however ARE NOT ALLOWED to be parked or kept on NCDOT maintained streets or cul-de-sacs. Areas around and under boats and trailers shall be maintained in an acceptable condition as set forth in the covenants concerning yard maintenance. The appearance of said boat and/or trailer shall be maintained as well.

BE IT FURTHER RESOLVED that failure to comply with a written notification of violation of these parking rules by a property within 60 days of said notification shall be subject to a Discretionary Penalty of not less than \$5.00 nor more than \$10 per week to be levied against the Property Owner by the Board of Directors of Amherst Homeowners Association until such a time as the parking rule requirements are deemed to have been met by the Amherst Architectural Control Committee or Board of Directors. Such penalties shall be treated as assessments against the property address and shall be collected by the property management company subject to all collection procedures related to assessments owed.

BE IT FURTHER RESOLVED that this new parking rule shall be effective immediately.

**EXHIBIT C - ARCHITECTURAL CHANGE REQUEST FORM**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**In order for your application to be reviewed, you must submit all required information for your application to be deemed complete. Please note failure to provide this information may cause a delay in the review process. Provide a detailed description of the change being made below:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Each request must be accompanied by the following additional information:**

1. Plot Plan with location of project shown, a bird's eye view drawn to scale indicating all dimensions (length, width, height, square footage) and distance to property lines. For fencing, indicate existing fences and if you will be attaching or abutting, plus setback dimensions and location and size of any gate(s).
2. Materials List.
3. Indicate color(s) and include paint/stain samples and note if it will match the existing home.
4. Provide photos of proposed project if available.

**Please mark the box with an "X" beside your proposed project type.** The numbers in parentheses correspond to the required attachments for each project as listed above.

<input type="checkbox"/> Fence (1,2,3,4)	<input type="checkbox"/> Swimming Pool (1,2,4)
<input type="checkbox"/> Storage Shed (1,2,3,4)	<input type="checkbox"/> Parking area (1,2,4)
<input type="checkbox"/> Deck/Screened Porch (1,2,3,4)	<input type="checkbox"/> Hen House (1,2,3,4)
<input type="checkbox"/> Patio (1,2,3,4)	<input type="checkbox"/> Other as applicable (1,2,3,4,5)

**\*\*PLOT PLAN, RENDERING, SIGNATURE AND INITIALS REQUIRED ON ALL APPLICATIONS\*\***

**All directly adjoined neighbors' signatures for any exterior modification.**

My signature acknowledges I am aware of my neighbor's proposed improvement(s)/addition(s). If I have any concerns or questions about the proposed project I will direct them to the Board of Directors and/or Architectural Committee.

NAME	SIGNATURE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that this application will be reviewed by the Board of Directors (or its Architectural Committee). I further understand that the Board of Directors (or its Architectural Committee) has the authority to approve, approve with conditions or deny this request and that there is no appeal other than resubmission of a modified request. I further understand that the placement and design of my improvement must meet the architectural guidelines, regardless of my submission or errant approval of such submission. A variance from standards must be noted by the committee in the comments section below. Please note the Board/Committee is allowed up to 45 days to render a decision from the date the complete application is received.

\_\_\_\_\_

Homeowner Signature Date

**Submission without a Plat Map/Survey:** I hereby certify that my mortgage company did not require a survey. In lieu of a recorded plat map, I certify that the attached rendering is true, complete, and correctly drawn to scale to the best of my knowledge. As Lot Owner, I accept liability for any inaccuracies that may be proven in the future and release the Association, Management and its Agents from any responsibility.

**Disclaimer:** The Association reviews applications primarily based upon aesthetic qualities and to a lesser degree, basic construction practices. Owners (and their contractors) are responsible for determining and ensuring that all applicable municipalities, county and state requirements are met and all necessary permits, variances, etc. are obtained. Should the requirements set forth by the municipality, county and state be more stringent/restrictive than those established by the Association, the more stringent/restrictive requirements prevail.

You may submit your application via E-mail ([amherstfamilycommunity@gmail.com](mailto:amherstfamilycommunity@gmail.com)) or hand deliver to any board member.

Architectural Committee Approval \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

