IMPORTANT HOMEOWNER DOCUMENT

Heritage Wake Forest Two Property Standards & Architectural Guidelines

Revision/Effective April 2017

Heritage Wake Forest Two Homeowners Association, Inc.

Supersedes all previous publications

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I. Introduction

A. What is this document?

In a residential community that has restrictive covenants binding on all owners, the question often arises about how to maintain harmonious development and to sustain quality as the community matures. Heritage Wake Forest Two is a residential community with restrictive covenants and this document is intended to provide a meeting ground between the private interests of the home owner and the broader interest of the entire community.

B. How does this document, the *Standards & Guidelines*, relate to Heritage Wake Forest Two's covenants, the *Declaration of Covenants, Conditions & Restrictions*?[1]

The *Declaration of Covenants, Conditions & Restrictions* (hereafter, *Covenants*) is a binding, legal document that is conveyed to each homeowner in Heritage Wake Forest Two at the time of closing. Under the *Covenants*, the homeowner assumes the rights and agrees to the obligations of membership in the Heritage Wake Forest Two Homeowners Association, Inc.[2] (hereafter, the Association).

This document, the *Standards & Guidelines*, puts the legal language and the intent of the *Covenants* in lay terms and, like the *Covenants*, should be retained with the homeowner's permanent papers. Each homeowner is expected to understand and comply with these *Standards & Guidelines*.

Owners who rent their homes should make a copy of these *Standards & Guidelines* available to their tenants. Ultimately, however, the homeowner is responsible for ensuring that the expectations contained in this document are met.

In the event additional copies of the *Standards & Guidelines* or the *Covenants* are needed, the homeowner may either download them from the Heritage Wake Forest Two website at www.charlestonmanagement.com or receive a copy by contacting the Management Company, an independent firm hired by the Association's Board of Directors (hereafter, the Board) to manage the business and property of the Association.

C. What is the purpose of the *Standards & Guidelines*?

The purpose of the *Standards & Guidelines* is to:

1. promote a peaceful and safe environment for the residents
2. protect and enhance property values, and
3. provide for the architectural integrity of the neighborhoods

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[1] *Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Two Residential Community*, dated 20 July 2005.

[2] *Articles of Incorporation of Heritage Wake Forest Two Homeowners' Association, Inc.,* dated 21 June 2005.

D. Who is responsible for establishing and administering the *Standards & Guidelines?*

The Association is charged with "owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents…[3]." In order to fulfill its responsibility to owners, the Association's Board (hereafter, the Board) has established and approved these *Standards & Guidelines*.

Administration of the *Standards & Guidelines* is assigned to the Management Company by the Board. When, however, a homeowner desires to make a change to an existing structure or to modify the existing landscape, the *Covenants* require the Management Company to submit homeowner plans for change to an Architectural Review Committee, if appropriate, for approval. [4]

Under the terms of the *Covenants*, the Board has established an Architectural Review Committee (hereafter, Master ARC) with responsibility for reviewing and approving homeowner requests for structural or landscape modifications. Sub-associations within Heritage Wake Forest Two may also have an Architectural Review Committee (hereafter, Sub ARC). The Management Company will evaluate an owner's request for change and the request for a decision is forwarded to the appropriate Architectural Review Committee.[5]

E. What is the difference between a *Standard* and a *Guideline*?

The *Standards* are the rules, regulations, and specifications for owners and families living within the Heritage Wake Forest Two community.[6] Derived from the community's foundational document, the *Covenants,* and supplemented by occasional *Bulletins* issued by the Association*,* the *Standards* are an effort to protect the quality of life and the value of property by establishing some minimum expectations. The *Standards* govern such matters as the physical appearance of properties, the maintenance of the home and yard, parking of vehicles and control of nuisances. Administration of the S*tandards* is the responsibility of the Association and is assigned to the Management Company.

The *Guidelines*, also derived from the *Covenants*, describe the process for approval that governs any proposed new construction or any modifications to the exterior of an owner's home or property.[7] The Association has assigned the administration of the *Guidelines* to the Master ARC.

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[3] Article III, "Purpose and Powers of the Association", *Articles of Incorporation*…

[4] Article IX, Architectural Control, *Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Two Subdivision.*

[5] For the sake of simplicity, references in this document to matters requiring approval may be understood to mean either the Architectural Review Committee of the Association, or the Architectural Review Committee of a sub-association.

[6] Article VIII, Section 9, *Declaration of Covenants…*allows the Board to promulgate and enforce rules for Heritage Wake Forest Two.

[7] Article IX, Section 3, *Declaration of Covenants…* allows the Board to establish architectural guidelines for improvements on a property, which are to carry out the spirit and intentions of the *Covenants.*

II. Property *Standards*

A. What are the *Standards*?

The minimum "protective covenants" for Heritage Wake Forest Two are referred to as *Standards*. They are the rules, regulations, and specifications for owners and families living within the Association.

Owners of properties adjacent to the Greenway system and owners who reside in neighborhoods that are governed by sub-associations may have more restrictive standards in some areas. Those owners should also consult their contractual governing documents.

B. Who administers the *Standards?*

The Association has assigned responsibility for administering the *Standards* to the Management Company. Any and all violations should be reported to the Management Company.

In the event that the Management Company determines that legal action might be required to enforce compliance with the *Standards*, the Board is the entity responsible for making that decision.

II. A. General *Standards* (in alphabetical order)

1. Alterations to structure or landscaping

Alterations to the exterior structure of a residence or to the natural landscape on the owner's property must be approved in advance before the alteration may begin (See *Guidelines*, Section III).

2. Animals[8] (See also **Pet houses**)

a. An owner may have household pets, provided they are not being kept for commercial purposes.

b. No animals, other than household pets, may be kept or maintained at any Heritage Wake Forest Two residence.

c. Owners are responsible for ensuring that household pets are maintained in compliance with all laws and ordinances of the State of North Carolina, Wake County, the Town of Wake Forest, the Town of Rolesville and these *Standards & Guidelines*.

[8] Article VIII, Section 5, *Declaration of Covenants…*allows household pets but prohibits livestock or poultry to be kept on the property.

d. Damage or destruction of property by household pets will be considered a nuisance violation.

e. All homeowners are required to pick up after their pets and to keep their yards free of offensive pet odors.

f. Excessive dog/cat noise will be treated as a noise ordinance violation and a nuisance.

g. Owners are responsible for ensuring that dogs/cats be leashed at ALL times when out. Unless pet is confined to HO's property via HOA approved fencing or electronic fencing.

h. Additional rules and regulations regarding dogs/cats may be found in the *Appendix*, Section VII, page 35.

3. Antennas (See also **Satellite dishes**)

No exterior antennae are allowed without prior approval.

4. Attachments to roofs or buildings (see also **solar panels and satellite dishes)**

No permanent attachments, **other than satellite dishes**, may be made to the roof or exterior walls of any residence, unless a request for such attachments has been approved in advance.

5. Automobiles (See also **Parking; Vehicles, inoperable; Vehicles, repair**)

6. Barbeque equipment and outdoor cooking equipment

a. Barbecue equipment must be kept in good repair and stored within the garage or in the rear (using the street/house sightline rule) of the home when not in use.

b. No barbeque equipment may be placed outside the building envelope (using the street/house sightline rule).

7. Basketball goals

a. Basketball goals are permitted but are limited to no more than one per house.

b. Basketball goals may **NOT** be mounted directly on the residence.

c. Permanently installed basketball goal must be mounted on a single pole and may be cemented into the ground. Placement must be in the rear third of the driveway. A permanent basketball goal must have prior written approval.

d. Portable/moveable Basketball goals must be placed in the rear third of the driveway (toward the house) and stored in this same location at the end of play.

e. No Basketball goals are permitted at street level.

8. Bicycles (See also **Parking)**

a. Bicycles must be stored within the garage or behind the rear of home (using the street/house sightline rule) when not in use/overnight.

b. Bicycles may not be stored in the (10 foot) buffer area.

9. Boats, waterborne vehicles

Storage of boats or waterborne vehicles is prohibited on any portion of the owner's property unless fully enclosed in a closed garage.

10. Building materials

a. Building materials used in new construction or in residential renovation must conform and harmonize with the existing structure and with neighboring structures.
b. Tile roofing, vinyl or aluminum shingles and siding are building materials not permitted in Heritage Wake Forest Two.
c. The use of all building materials requires prior approval.
d. No trade materials or inventories (other than materials used for active construction of approved structures on the property) may be stored where they are visible.
e. ******** As of Dec. 2015, PVC board material is an approved material for limited trim use and trim replacement. **Not to be used as a major building material**. Must be specified on AR application. Contact Architectural Committee for acceptable limited use or if you have any questions.

11. Burning

a. No outside burning of wood, leaves, trash, garbage or household refuse is permitted in the town limits of Wake Forest.
b. Free standing or preapproved built-in fireplaces, fire pits, etc. which are designed for residential use and are fire-rated may be used within the community. Approved built–in units must follow the street/house line rule.
c. Portable units must be stored overnight in the garage or rear yard (following the street/house sightline rule).

12. Clotheslines

Outdoor clotheslines are prohibited in Heritage Wake Forest Two.

13. Commercial vehicles

a. The term "commercial vehicle" as used herein shall mean and refer to motorized trailers, hitches, vehicles, vans, buses or trucks or eighteen wheelers or tractors whose principal purpose is for use in a trade or business and which contain pipes, ladders, tools, and other equipment hanging off of or shown on the exterior of the vehicle, van, bus or truck.

Continued

b. The phrase “commercial vehicle” shall not include vehicles, vans, buses or trucks with commercial logos, signs, emblem, insignia or advertising displayed on the vehicle provided such vehicles, vans, buses or trucks do not have pipes, ladders, tools, and other equipment hanging off of or shown on the exterior of the vehicle, van, bus or truck.

c. The term “commercial vehicle” shall not refer to private non-commercial trucks, vans mini-vans and sport utility vehicles used for commuting to or from a place of business from or to the Owner’s principal residence, and which do not have commercial logos, signs, emblem, insignia or advertising displayed on the vehicle itself.

14. Common Area

a. Owners have the right to enjoy and use the Common Area in Heritage Wake Forest Two and to convey that right to family members, tenants, and household guests.

b. Owners are prohibited from making any alterations to the Common Area, including planting, constructing, or removing materials within that area.

c. Owners may not store objects in the Common Area.

d. Owners are liable to the Association for damage to the Common Area, roadway medians, and/or landscaped rights-of-way that are caused by negligence or willful misconduct of the owner, the owner’s family members, tenants or guests.

15. Compliance with laws, health regulations, police requirements, rules of the Association

a. Owners are required to comply with all governmental laws, regulations, ordinances, and other restrictions that pertain to residential property and use of the Common Area.
b. Owners are required to comply with all governmental health and police requirements.
c. Owners and residential occupants are obligated to abide by the *Standards & Guidelines* adopted by the Association.
d. No owner shall permit anything to be done or have any items kept at the residence or in the Common Area which will result in the cancellation of or increase in cost of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation established by the Association.
e. Non-compliance with the Association’s *Standards & Guidelines* may subject an owner to immediate action by the Association through its Management Company. That action may include the application of all appropriate legal and equitable remedies, including fines and penalties.

16. Compost

A. Composting is permitted, providing such activity is kept in the rear of a property, is neatly maintained and is screened from view from any adjoining home or street.
B. Must be at least 5 feet from rear property line and follow the house/street sightline rule.

17. Decks, patios, gazebos, Pergolas, Firepits and Screened Porches

a. All decks, patios, gazebos, pergolas, fire pits, and screened porches must conform and harmonize with existing structures and blend in with the natural terrain.

b. Any new deck, patio, gazebo, pergola, fire pit or screened porch construction requires prior approval.

c. Decks, patios, gazebos, and screened porches may not extend past the side of the house and must be located in the rear of the property following the street/house sightline rule.

d. The construction of a deck, patio, gazebo, or screened porch may not pose a drainage problem for the owner or the owner's neighbors.

e. Aluminum or vinyl building materials are not permitted for decks, gazebos, or screened porches. ******** As of April 2014 Composite decking material is an approved material and must be specified on AR application.

18. Dogs (See **Animals**; **Pet houses; *Appendix*, Section VII.**)

19. Driveways, parking pads

a. Proposed changes in residential driveways, including the addition of a driveway extension, must be submitted for approval. NOTE: minimum 3 foot clearance is needed to property line.

b. Driveways or parking pads must be paved with approved materials.

c. Gravel/stone driveways, gravel/stone driveway extensions, are not permitted.

d. Driveways and driveway extensions must be maintained in good repair.

e. All vehicles must be parked in the driveway, driveway extension, or in the garage. No vehicle may be parked on any other portion of the property (including any part of the lawn).

20. Easements

a. Each residential property includes an easement[9]. This easement is reserved for the installation, maintenance, replacement, use, operation and removal of utilities, drainage facilities, and other impoundments by the Association, government entities, and public utilities.
b. Owners may not place a permanent obstruction in the easement. Please note that this also applies to the 10 foot rear buffer area of each property.
c. Owners have the responsibility to keep the easement clean, well-maintained, safe and in an attractive condition.

21. Exterior maintenance[10] (See also **Lawn maintenance**; **Landscaping**; **Litter and unsightly materials**)

a. Owners are responsible for keeping the natural areas, grass, foliage, mulch and ground cover on their property in good condition.
b. Owners are expected to keep their home, driveways, and other exterior structures in good condition, repairing damage, removing mold and repainting as necessary.
c. Proposed changes in exterior building materials must be approved in advance.

22. Exterior painting

a. All exterior repainting of the residence **must** use the existing color, **unless** a change in color has been approved by the ARC in advance. With a color change request, an actual mfr's card swatch (not a photo) must accompany the color change request. A test paint section (6'x6') may be required for approval.
b. All exterior paint and stain must be maintained in uniform and good repair, with no peeling, chipping, cracking, or discoloration on the trim or siding.

23. Fences (Requires ARC Approval) see page 30 for details.

a. Fences are permitted in some neighborhoods in Heritage Wake Forest Two, but neighborhoods governed by sub-associations may either prohibit fences or have unique fencing requirements.
b. The specifications for approved fences are found in the *Appendix*, Section VII.
c. Plans for the construction of a new fence must be approved in advance.
d. All fences must be maintained in good condition with an attractive appearance.
e. If tying/connecting to existing neighbors fence, approval letter from that neighbor must accompany application to the ARC.
f. Follow 6" off property line rule. No gap larger than 6".

24. Firearms

The discharge of firearms on property in Heritage Wake Forest Two is prohibited.

25. Fireworks

The lighting of fireworks is **NOT** permitted in Heritage Wake Forest Two.

[9] Article X, Easements, *Declaration of Covenants…*
[10] Article XI, Maintenance, *Declaration of Covenants…*

26. Flags & flag poles

Are allowed with ARC approval. Flag poles must have a maximum height of 20 feet from grade. They must be a satin finish aluminum pole with internal halyard or have a telescoping design that does not require an external halyard. A 4'x6' US flag **and** NC flag may be flown on the flag pole, in accordance with 47F-3-121 North Carolina Planned Community Act.

27. Garbage cans, trash receptacles, and recycling bins

a. Garbage cans, trash receptacles and recycling bins must be stored either in the garage or against the side or rear of the house.

b. Garbage cans, trash receptacles, and recycling bins must be kept in clean and neat condition with no offensive odors.

c. Garbage cans, trash receptacles, yard waste and recycling bins may be placed at the curb the evening before the scheduled pick up day and must be returned to the storage location the evening of the pick up.

28. Garden equipment

Garden equipment must be stored in an enclosed garage or shed when not in use.

29. Gardens

a. The home owner is responsible for maintaining established gardens and removing dead plant materials.

b. Vegetable gardens are permitted with approval in the rear yard of a home, must follow street/house sightline rule and be at least 5 feet from the rear property line.

30. Gas meters

No gas meters shall be set in the front of a residence.

31. Gazebos (See **Decks, patios, gazebos, and screened porches**)

32. Grading of property

a. Proposed changes to the topography of an owner's property must be approved.

b. Owners considering re-grading of property are responsible for contacting and complying with all appropriate local, state and federal agencies for any changes in buffer areas, wetlands, or floodplains.

33. Hazardous materials carriers

No vehicle of any type or size which transports inflammatory or explosive cargo or which stores or transports materials or hazardous or toxic substances may be kept or allowed to remain in or on a property at any time, unless its presence is required to effectuate removal of such prohibited materials and substances.

34. Heating & air conditioning equipment

Above ground exterior air conditioning, heating and other mechanical equipment must be either wholly inside the residence or garage or wholly within an area that is appropriately screened. Window units are **not** permitted.
All exterior AC/Heating equipment must be appropriately screened and have all piping running through the interior wall, not outside the house (unless properly screened). **ARC approval is required for any additional "zoned" unit(s) (including Duct-less units).**

35. Hedges

a. Hedges of shrubs may be planted with ARC approval - submit landscape plan with AR application.
   1) around the foundation of the residence or outbuilding,
   2) to line the walkway and/or driveway,
   3) to camouflage utility boxes as permitted, trash containers, or rain barrels, or
   4) to soften the effect of an approved wall or fence.
b. Hedges may not be allowed to obstruct the line of sight for vehicles.
c. Hedges may not be used in place of approved fencing.

36. Home-based business

a. To the extent home occupations are permitted as accessory uses in accordance with the applicable provisions of the Town of Wake Forest Zoning Ordinance, such uses shall be allowed provided no signage, advertisement, display or products shall be visible from the street and no objectionable effects shall be produced or created.

b. For the purposes of this section, "objectionable effects" shall be determined in the sole discretion of the Association, however, may include, without limitation, excessive noise, odor, traffic and any other noxious effect inconsistent with a residential neighborhood

37. Hose caddies

a. Hose caddies may be affixed to the home or enclosed in appropriate container. If the hose caddy is in the front of the house, it should be screened with landscaping..

b. If the residence is in a sub-association, additional requirements may apply.

38. Illegal activities

Illegal activities conducted anywhere on the owner's property or in the Common Area by the owner, the family of the owner, or the owner's guests are prohibited.

39. Improvements

All proposed exterior improvements, including additions to, or changes in, the existing structure on a property, as well as to the construction of new structures or changes in the grounds at an owner's residence, must be approved in advance.

40. Land use

a. Each owner's property may be used exclusively for single-family, non-transient, residential purposes. A home-based business is a permitted accessory use.

b. No building or other structure may be constructed, placed, or allowed to remain on the property with the exception of one single-family dwelling, an attached or detached garage, an approved outbuilding or storage building and approved play equipment.

41. Landscaping (See also **Lawn maintenance; Trees & page 23/section F**)

a. Changes in the undisturbed natural state of the property, or the area dedicated to grass or other live foliage, or to the areas covered with mulch or other ground cover require approval. Mulch, Pine Needles, River Rock & Decorative Stones are allowed as mulch. **** NOT ALLOWED is any type of Gravel or Marble chips.
b. Plants, shrubs and flowers may be planted within ten (10) feet of the front of owner's house. Flowers and shrubs may also be planted around trees or the mailbox.
c. Natural areas, grass, foliage, mulch and ground cover must be neatly maintained at all times.
d. Owners are responsible for the maintenance of the trees and shrubs at their residence.
e. Changes in property drainage/drainage plan (e.g. French Drain System, popup drains, River Rock Drainage, etc.)
f. Buffer landscape maybe required for any addition/change, pool/hot tub, shed, etc. If any question, consult with ARC.

42. Lawn furniture

a. Lawn furniture must be kept in good repair and stored within the rear area of the house when not in use. No lawn furniture can be left overnight on front/side lawns. Street/house sightline rule applies.

b. No lawn furniture may be placed in the rear 5 feet of the rear buffer area.

43. Lawn maintenance

a. The lawn area on an owner's property should be fully covered with grass, with brown or bare patches repaired during the spring or fall seeding season.
b. Watering of lawns should be done on a regular basis to keep the grass alive.
c. Lawns must be mowed regularly and maintained in a healthy and neat condition. Edging, pruning and weeding shall be done routinely.
d. Driveway and sidewalk cracks must be kept clear of grass and weeds.

44. Lighting, outdoor

a. The installation of permanent outdoor lighting is permitted **with** AR approval, providing that

   1) the lamp design matches existing exterior lights on the residence, and

   2) only a single walkway or entrance lamp is installed, with a post that does not exceed seven (7) feet in height from the base of the light fixture

b. Exterior lighting must be kept in working order.

c. Winter holiday season lighting may be displayed only between Thanksgiving (week) and January 10th.

d. Other temporary seasonal outdoor lighting is permitted but may be displayed no sooner than two (2) weeks before the holiday and must be removed no later than two (2) weeks after the holiday.

45. Litter and unsightly materials

a. The owner is responsible for the prompt removal of all litter, trash, refuse and waste on the property.

b. No unsightly materials of any kind may be stored, regularly placed, or allowed to remain in view on any part of the property.

46. Mailboxes and posts

a. All mailboxes must be affixed to the residence on a Lot, shall be affixed to a substantial pole or stand permanently placed in the ground and shall not be located within a sidewalk.

b. Mailboxes and mailbox posts must be maintained in good condition.

c. Mailboxes and mailbox posts must be repainted or replaced in the original color and style. **The approved color for repainting is "Forest Green."** Parts and additional repairs can be obtained by contacting an original supplier, such as **Community Accents** at (919)883-2337 or www.communityaccents.com Also try **Post & Pickets**, at (919)772-7170 or www.morethanamailbox.com

d. Owners residing in a sub-association may have additional restrictions.

47. Mobile or modular homes

a. No mobile home, modular home or other similar structure shall be erected, placed or allowed to remain on a residential property.

b. No pre-engineered or pre-fabricated buildings may be erected, placed or allowed to remain on a residential property without prior, written approval.

48. Mulch Material

Wood Mulch, Pine Needles, River Rocks & Decorative Stones are allowed as mulch material. **** NOT ALLOWED is any type of Gravel, Marble chips or pebble sized stones.

All Wood Mulch, Pine Needles, River Rocks & Decorative Stones shall be maintained in good condition and free of weeds at all times.

49. Moving of existing structures onto property

No existing building may be moved onto a residential property for the purpose of remodeling or converting it into a dwelling house.

50. New construction

All construction of new structures or alterations and/or additions to existing structures on a residential property will be permitted only with written approval.

51. Noise or offensive activity

Noxious or offensive activities which are, or may become, an annoyance or a nuisance to neighbors are prohibited. All residents are subject to the Wake Forest Noise Ordinance, attached hereto as Attachment E.

52. Outbuildings (storage shed)

No outbuilding or storage building shall be erected, placed, or allowed to remain at any residence, unless it is:

a. incidental to residential use,
b. constructed of the same, or substantially the same, materials as the residential dwelling,
c. architecturally compatible with the residential dwelling,
d. For residences **NOT** on corner lots, outbuilding must be located at least ten (10) feet from the rear property line and follow the street/house sightline rule.
e. For residences **ON** corner lots, at least twenty (20) feet from the street side property line and follow above rule (d.) for other property lines.
f. Must be approved in advance.

3. Parking

a. All authorized vehicles belonging to owners and/or others of the residence must be parked in the driveway or in the garage.
b. No vehicles may be regularly parked on the streets.
c. No vehicles may be parked on residential lawns or in the Common Areas.
d. Parking on the sidewalk, or on that portion of the sidewalk that goes through a driveway, is prohibited,
e. Parking for extended periods, or storage of house trailers, recreational vehicles, campers, water crafts, boats, and utility trailers on the property is prohibited, unless fully enclosed in a closed garage.
f. Short term temporary parking in the driveway of house trailers, recreational vehicles, campers, watercraft, boats, and utility trailers is permitted for a period that may not exceed twenty-four (24) hours.
g. No inoperable vehicles may be parked in the driveway or on the resident's property, unless they are stored in a fully enclosed garage with the doors shut.
h. No commercial vehicles may be parked at a residence or in the Common Area unless stored in a closed garage or out of view from all streets within the community. (*See 13. Commercial Vehicles for definition of "commercial"*)

54. Patios (See **Decks, patios, gazebos, and screened porches**)

55. Pet houses

a. Pet houses may be constructed, with prior approval, within an area that is walled, fenced or screened.
b. Houses for pets may not be visible from the street (must follow street/house sightline rule).

56. Pets (See **Animals)**

57. Plants, shrubs, and flowers (See **Landscaping**)

58. Playground equipment & play houses

a. playground equipment that is made of wood, wood-look, or metal and is painted predominately dark green and/or brown is permitted, providing it is located at the rear of the house and is at least 3 feet for all property lines.
b. play equipment is to be limited to **NOT** more than 2 levels.
c. It is urged that play equipment be installed in accordance with guidelines set by the US Consumer Product Safety Commission.

play houses

a. Plans for adding a play house at a residence must be approved in advance before construction can begin.

Continued

b. Approved play houses must:
   1) Must be situated behind the owner's residence following the **street/house sightline rule.**
   2) Must be no larger in size than eight (8) feet by eight (8) feet,
   3) Must be constructed of wood and finished with a siding material which is similar in color and composition to the residence,
   4) Must have a suitably-constructed flooring system or foundation. (A masonry foundation or slab is permitted, provided that it is completely enclosed by brick or siding to grade level),
   5) Must be located at least 10 feet from **rear** property line.
   6) Must have a roof with twelve (12) inch overhangs, have a similar pitch, be made of similar materials and be of a color similar to the residence.

   ARC approved construction of a play house may include instructions to provide buffer landscaping so as to soften view for neighbors.

59. Pools/Hot Tubs

a. The construction/installation of an In-ground Swimming Pool or Hot Tub is **not permitted without prior written approval**. ARC approval may include instructions to provide buffer landscaping to soften the view for neighbors.

b. Must follow the street/house sightline rule.

c. Temporary or inflatable pools are permitted, providing that they:
   1. are of a size or depth that does not require a ladder to enter,
   2. does not have a filtration system & are maintained in a sanitary manner.
   3. If placed in front or side yards, must be moved so that to follow the street/house sight line rule overnight.

60. Propane tanks

Residential propane gas storage tanks may **NOT** exceed a ten (10) gallon capacity.

61. Rain barrels

a. Rain barrels that meet Heritage Wake Forest Two specifications are permitted, except in sub-associations with shared rain gutter systems. Some sub-associations require approval before installation.
b. The specifications for approved rain barrel installation are listed in the *Appendix*, Section VII.

62. Recreational vehicles

a. Storage of recreational vehicles (RVs), including, but not limited to RVs, all-terrain vehicles (ATVs), boats, campers, dirt bikes, golf carts, jet skis and trailers are prohibited on any portion of the property, unless fully enclosed in a closed garage.
b. Short term, temporary, parking of recreational vehicles in the driveway is permitted for a period **not** to exceed twenty-four (24) hours.

63. <u>Rentals</u>

Any lease agreement between an owner and a lessee shall include language that commits the lessee to uphold the provisions of the *Covenants*, the *Articles of Incorporation,* the *Bylaws* of the Association[11], and the *Standards & Guidelines*. Failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease.

64. <u>Repair (to house and/or property)</u>

Owners are responsible for maintaining and repairing their property at their own expense and for making all necessary repairs in compliance with the *Covenants* and with the *Standards & Guidelines*. When repairing **"as is"**, no AR filing is needed. Any **<u>change</u>** in structure/property requires filing an AR.

65. <u>Satellite dishes</u>

In accordance with the federal *Telecommunications Act of 1996*, installation of a satellite dish does **not** require prior approval, provided that the dish:

a. is no more than one (1) meter (39.37 inches) in diameter,

b. **<u>not</u>** <u>placed in front or side of a home</u>, **unless** the installation company provides a letter confirming that a signal may not be obtained in any other location. If the dish must be placed in front of the home or in view of greenway or buffer areas, it must have a hidden cable and screening materials may be required. In this case, prior AR approval is needed.

c. may place the dish on the roof on the <u>back</u> of the house. In this case, prior AR approval is not needed.

66. <u>Screened porches (See Decks, patios, gazebos, and screened porches)</u>

67. **<u>Signs</u> (**contractor/home improvement related)

a. A single contractor/home improvement related sign is permitted in the front or rear (not both) of a residence in Heritage Wake Forest Two, for a period not to exceed 30 days. Sign must meet the requirements for conformity, size, duration, and placement.
b. The sign requirements, with illustrations and sources, are found in the *Appendix*, Section VII.

68. <u>Seasonal decorations and lights</u> (See also **Lighting, outdoor**)

69. <u>Sight lines</u>

a. Foliage must be controlled to prevent the obstruction of sight lines for motorists.

continued

[11] *Bylaws* of *Heritage Wake Forest Two Homeowners' Association, Inc.,*

b. Fences, walls, hedges, and shrubs at all corner residences must be no closer than twenty (20) feet from the back edge of the curb on any street facing a side of the property.

70. Solar Panels

Any solar panel installation plans require prior approval of the ARC. All solar panels must be placed on the rear roof of a home.

71. Storage of materials

Storage of miscellaneous materials is permitted if kept in an enclosed area.

72. Storage sheds

Plans for adding a storage shed at a residence **must** be approved in advance before construction can begin and must be submitted with AR form.

ARC approved construction of a storage shed may include instructions to provide buffer landscaping so as to soften view for neighbors.

Approved storage sheds:
1 - Must be situated behind the owner's residence and follow the **street/house sightline rule.**
2 - Must be no larger in size than eight (8) feet by twelve (12) feet.
3 - Must be constructed of wood and finished with a siding material which is similar in color and composition to the residence.
4 - Must have a suitably-constructed flooring system or foundation. (A masonry foundation or slab is permitted, provided that it is completely enclosed by brick or siding to grade level).
5 - Must have a roof with twelve (12) inch overhangs, have a similar pitch, be made of similar materials and be of a color similar to the residence.

73. Storm Doors

Allowed with prior ARC approval. Must be color matched, as closely as possible, with front door/trim. Contact ARC for restrictions.

74. Temporary structures

No structure other than the primary residence may be used any time as a dwelling.

75. Toys

a. Toys must be stored within the garage or in the rear of the residence (following street/house sightline rule) when not in use/overnight.
b. Toys are not permitted in the buffer area.

76. Tractors

Storage of lawn tractors is permitted only if fully enclosed in a closed garage or ARC approved shed.

77. Trampolines

Trampolines are permitted in the rear yard following the street/house sightline rule. It must be kept in good repair.

78. Tree houses

The proposed construction of a tree house **requires** ARC approval **before** building may begin. Proposed location MUST be in rear and follow the street/house sightline rule.

79. Trees

a. Owners are responsible for the maintenance of trees on their property, including pruning, the removal of dead or diseased trees and the replacement of removed trees. Photos will expedite process.
b. **Removal of ANY tree at a residence requires prior ARC approval.** The review process will be expedited in the case of a diseased or dead tree(s).
c. Owners will generally be required to replace trees that have been removed. The number and size of the replacement trees will be based on the number of trees on the property and the location of the removed trees.
d. If tree removal is questionable, an Arborist consult may be required at Homeowners expense.

80. Utility connections

All electric, telephone, water and sewer, natural gas and cable television utilities and utility connections shall either be located underground or, if above ground and/or mounted on the exterior of the residence, must be screened.

81. Vehicles, inoperable

No inoperable motor vehicles are allowed to remain at any residence unless placed in an enclosed garage with the doors shut.

82. Vehicles, repair

No exterior portion of the residential property may be used for the repair of automobiles which cannot be completed within a twenty-four (24) hour period.

83. Walls / Retaining Walls

No wall or landscape retaining wall shall be constructed at any residence without prior ARC approval.

84. Watering

Owners have the responsibility to ensure that their lawns, trees and shrubs have sufficient water to maintain good health. Unless County/Town restrictions occur.

II.B. Supplemental *Standards* for Homeowners on the Public & Private Greenways

Residents whose property abuts the Public or Private Greenways Systems (herein after called 'the Greenway') have additional and, in some cases, more restrictive *Standards* than many other owners within Heritage Wake Forest.

In addition to the *Standards* in Section II.A above, owners on the Greenway area must also abide by the following:

1. The topography and landscaping within a Golf Course buffer area shall not be disturbed or altered without the prior written consent of the Association.
2. No greenway area shall be fenced, screened or otherwise enclosed, and no other improvements of any kind shall be constructed, placed or allowed to remain within the greenway.
3. Owners on the Greenway who desire to install fencing may only use the approved metal fencing (see the *Appendix*, Section VII).
4. No play equipment, bicycles, barbeque equipment, trampolines, toys, or other such objects may be placed in the Greenway.
5. Decks must be stained or painted if visible from the Greenway.

II.C. Supplemental *Standards* for Homeowners in Sub-Associations

Under the *Covenants*[12], the Board of Directors for sections of the Heritage Wake Forest Two community that are part of sub-associations may implement more restrictive *Standards* that those listed in Section II.A above.

III. Architectural (Property) *Guidelines*

A. What are the *Guidelines*?

The *Guidelines* describe the process for approval that governs any proposed new construction or any modifications to the exterior of an owner's home or property in Heritage Wake Forest Two. [13]

[12] Article IX, Section 3(e) of the *Covenants* states, "…Subject to the specific terms and conditions of this Declaration, different architectural guidelines shall supplement, but not supersede, the provisions of this Declaration and may be more (but not less) restrictive than the specific provisions of this Declaration. Provided, however, if there is a conflict between any such guidelines and the specific provisions of this Declaration, any Supplemental Declaration or any recorded declaration of Covenants, conditions and restrictions applicable to any subdivision or section in the Project, the provision of this Declaration, such Supplemental Declaration or such other recorded declaration shall control."

[13] Article IX, Section 3, *Declaration of Covenants*…authorizes the Board to establish *Guidelines*, which "carry out the spirit and intention of the *Covenants*."

B. Who administers the Guidelines?

The Association has assigned the administration of the *Guidelines* to the Architectural Review Committee (hereafter, Master ARC). In sub-associations, the process for approval of requests for change is handled by the sub-association's Architectural Review Committee (hereafter, Sub ARC).

C. What is the Master ARC?

The Master ARC is a Committee of the Association, as specified in the *Covenants* and the *Bylaws o*f the Association.

The Master ARC is composed of at least three (3) homeowners who are "generally familiar with residential and community development design matters and knowledgeable about [the Association's] concern for a high level of taste and design standards within the [community]".[14] Committee members are appointed by, and serve at the pleasure of, the Board.

The Master ARC's responsibility is:

1) to review owner's requests for changes in the exterior of the home or landscape[15]
2) to ensure that the proposed project complies with the architectural provisions of the *Covenants* and *Standards & Guidelines*, and
3) to rule on these requests.

The Master ARC is expected to be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and to use its best efforts to balance the equities between matters of taste and design and use of private property. [16]

As conditions and materials change, the Master ARC may recommend to the Board a new or revised requirement or specification that, if approved, will be published to owners as a *Bulletin*, will supplement the *Covenants*, and will be incorporated within the *Standards & Guidelines*.

D. What is a Sub ARC?

The Sub ARC is a Committee of owners within a sub-association in Heritage Wake Forest Two.

The Sub ARC's responsibility is, as with that of the Master ARC above, to:

1) review the requests of owners within the sub-association for changes in the exterior of the home or landscape,
2) to ensure that the proposed project complies with the architectural provisions of the *Covenants*, and
3) to rule on these requests.

[14] Article IX, Section 2, *Declaration of Covenants*.
[15] Exceptions to the Master ARC's responsibility are requests for change from owners residing within a sub-association.
[16] Exceptions to the Sub ARC's responsibility are requests that include a change from the original building materials.

E. What criteria does an Architectural Review Committee use for evaluating a homeowner's request for a change?

An Architectural Review Committee evaluates each application on the individual merits of the application and the criteria listed below[17]:

1) *Validity of concept*: The basic idea of the exterior change must be sound and appropriate to its surroundings.

2) *Compatibility[18] of design*: The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting.

3) *Scale*: The three-dimensional size of the proposed change must relate satisfactorily to adjacent structures and their surroundings.

4) *Materials*: Continuity is established by use of the same or compatible materials as used in the existing home. Siding materials and shingles must match existing structure.

5) *Color*: Color may be used to soften or intensify visual impact.

6) *Landscape and environment*: The exterior change must not unnecessarily destroy the natural landscape or the achieved man-made environment.

7) *Relationship of structure and adjoining property*: The proposed change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.

8) *Protection of neighbors*: The interest of neighboring residents should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design, which may have substantial effects on neighboring property. The Master ARC will consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.

9) *Workmanship*: The quality of work must be equal to or exceed that of any existing structure.

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[17] Disclaimer: *The Architectural Review Committees reviews applications primarily based upon aesthetic qualities, the Association's governing documents and basic construction practices. Owners (and their contractors) are responsible for determining and ensuring that all applicable municipality, 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.*

[18] Compatibility is defined as harmony in style, scale, materials, color, and construction details.

F. What is an architectural or landscaping change?

An architectural or landscaping change is any proposed improvement on the owner's property, including additions to, or changes in, the existing structure, the construction of new structures, or changes in the grounds at an owner's residence.

Examples of architectural or landscaping changes include the following construction projects or installations: all buildings, storage sheds or areas, roofed structures, decks, patios, parking areas, exterior recreational areas, recreational equipment and facilities, mailboxes, exterior antennae, dishes or other apparatus to receive or transmit television or radio or other microwave or other signals, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope of a property, changes in property drainage/drainage plan (e.g. French Drain System, popup drains, River Rock Drainage, etc.), landscaping, swimming pools, tennis courts, signs, exterior illumination and changes in any exterior color.
No change may be initiated until an *Architectural Request* has been submitted and approved.

G. What is the approval process for an architectural or landscaping change?

The **general approval process** for an architectural or landscaping change is as follows:

The owner must submit a copy of a completed *Architectural Request* form (See *Appendix*, Section VI), with the necessary signatures[19] and documentation, to the Management Company at least forty-five (45) days before the anticipated start of the improvement project.[20]

1) The Management Company confirms that all necessary information and documentation is included with the *Architectural Request* and, if the application is found to be complete, will initial and date-stamp the *Architectural Request*.
2) The Management Company forwards one copy of the completed *Architectural Request* to the Master ARC[21].
3) The Master ARC considers the *Architectural Request* at its next regularly-scheduled meeting, rendering a decision on the *Architectural Request* within forty-five (45) calendar days from receipt of a complete *Architectural Request*. [22]

continued

[19] In the event that an owner is unable to obtain a neighbor's signature on an *Architectural Request* form due to absence of the neighbor or because of a domestic dispute, the Management Company will send a written notification of the application to the neighbor's address of record.

[20] Many design changes require a permit from the Town of Wake Forest or the Town of Rolesville. The Town may not issue a permit without the written approval, so it is recommended that the Town of Wake Forest or the Town of Rolesville be contacted to determine what permits or approvals are required to meet all building codes, town ordinances, and regulations. A Master ARC approval does not substitute for approval by the Town. It is the homeowner's responsibility to acquire appropriate approvals, permits, etc. from the Town.

[21] From this point forward, references to the Master ARC may also mean the Sub ARC as appropriate.
[22] If the Master ARC fails to render a decision on a date-stamped *Architectural Request* within the allotted forty-five (45) days, the application will be considered to have been approved.

4) Once the Master ARC makes a decision, the Management Company will send an *Architectural Request Resolution Letter* to the owner which will include one of the following categories of decision:

    a. APPROVAL**:** The application is approved as submitted.

    b. APPROVAL WITH CONDITIONS: The overall proposal is accepted but with certain specified changes, limitations, or requirements that must be followed.

    c. DISAPPROVAL: The application is denied. The owner may appeal the decision to the Master ARC within fifteen (15) business days.

    d. ADDITIONAL INFORMATION REQUIRED: The Master ARC has determined that additional information is needed for review of the application. In this case, the entire process begins again once the Management Company receives the requested information. The owner should follow the same submission procedure. The Master ARC will act swiftly on all re-submissions.

5) An approved *Architectural Request* is valid for one (1) year from the date of the approval letter.

6) Once work has begun on an approved *Architectural Request*, the project must be completed within ninety (90) days

7) The Master ARC reserves the right to visit the owner's property and inspect the requested improvement project to verify that the specifications described in the approved *Architectural Request* have been followed, to note problems encountered, and to gather "pointers" which might help other residents contemplating similar projects.

The **approval process for owners in sub-associations** includes the following:

The homeowner's process for approval of an architectural or landscaping change is generally the same as above (in Section III.G). However,

1) If the Sub Board would like the Master ARC to review the *Architectural Request,* the Sub Board will submit the request for review, including comments, to the Management Company, who will forward it to the Master ARC for consideration at its next regularly-scheduled meeting. A member of the Sub Board or designated representative will be invited to attend the Master ARC meeting when the forwarded *Architectural Request* is being reviewed.

H. Is there an appeal process if my request is modified or denied?

If the applicant disagrees with the decision, the homeowner may file an appeal. No work on the requested change may take place during this appeal process.

The appeal process is as follows:

1) Within fifteen (15) business days after receipt of a notice of disapproval or approval with conditions, the homeowner may file a written appeal to the Management Company.
2) Upon receipt of the appeal, the Management Company will forward the appeal to the Master ARC, who will contact the homeowner and schedule a review of any further information relating to the *Architectural Request* and the appeal.
3) If the Master ARC determines that the original decision should remain in place, the homeowner may, within seven (7) business days, request that the Management Company forward the appeal to the Board.
4) The Board will then establish a date and the time for the homeowner's appeal to be heard.[23] A majority vote of the Board is required to reverse a Master ARC decision.

IV. Non-compliance with the *Standards & Guidelines*

- **What are the penalties for not complying with the *Standards* & *Guidelines*?**

A. An exterior architectural or landscaping change made without the owner receiving the required written approval, or non-compliance with the *Standards* set forth in this document, constitutes a violation of the *Covenants* and the *Standards & Guidelines*. A violation may require removal or modification of the work at the expense of the property owner or resolution of a *Standards* violation within a specified period.

B. When a violation is determined to have occurred, the following steps shall be taken:

1. The Master ARC will investigate a reported violation and report their findings to the Management Company. The Management Company will communicate in writing with the homeowner, identifying the violation, and giving notice of a requirement for compliance and a timeline in which to comply.

2. If the owner fails to correct the violation, the Management Company shall submit the matter to the Board.

3. The Board will invite the homeowner to a hearing, where the homeowner will have opportunity to explain the violation.
4. After the hearing, the Board will communicate its decision, in writing, to the homeowner. Fines of up to $100 per day may be imposed by the Board, but will not begin any sooner than five (5) days after the hearing date.

[23] Normally, a homeowner's appeal will be heard at the next scheduled Board meeting.

V. Contact information

- **Whom Should I Contact if I have Questions?**

  A homeowner with questions should contact either the Heritage Wake Forest Two community manager or the *Architectural Request* administrator at Charleston Management Corporation.
  Phone: 919-847-3003
  Fax: 919-848-1548
  E-mail: info@charlestonmanagment.com

  OR

  ARC question email: heritagesouthar@gmail.com

VI. Architectural Request Form. *next 2 pages*

ARCHITECTURAL REQUEST

Heritage Wake Forest South (Two)
Homeowners Association, Inc.
Section of Community:_____

Name:_____ Date:_____

Address:_____

Daytime Phone:_____ Evening Phone:_____

E-mail Address:_____

* DO NOT START YOUR PROJECT WITHOUT HOA APPROVAL *

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 below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please mark the box with an "X" beside your proposed project type.

The numbers in parentheses correspond to the below required applicable attachments needed for each project.

- ☐ Fence (1,2,3,4)
- ☐ Storage Shed (1,2,3,4)
- ☐ Deck/Screened Porch 3or4 Season Room New or Converted (1,2,3,4,5)
- ☐ Patio, Pergola,Fire Pit, etc. (1,2,3,4,5)
- ☐ Tree Removal (1,2,4)
- ☐ Landscaping Drainage Grading (1,2,5)
- ☐ Play Equipment (1,2,3,4)
- ☐ EXTERIOR PAINT COLOR CHANGE (6)
- ☐ Other (1,2,3,4,5)

Each project must be accompanied with the following applicable additional information

The below numbers correspond to the above numbers in parentheses.

1. Plot Plan with location of project shown, drawn to scale indicating all dimensions (length, width, height, square footage) and distance to ALL property lines. For fencing, indicate existing neighbors fences and if you will be attaching to that existing fence(attachment requires neighbors approval). Include setback dimensions and location and size of any gate(s).
2. Materials List. For landscaping requests, include list of plants to be used with locations shown and size of plant type at maturity. This includes replacement tree(s) if request is for tree removal.
3. Indicate color(s) and include paint/stain jpeg's and note if it will match the existing home.
4. Provide photos of proposed project area. For tree removal, include area photos of the tree area. Mark requested tree(s) for removal with an "X" (colored tape) or tie ribbon around therequested tree(s).
5. Landscape Plan, Drainage Plan and/or Grading Plan as applicable.
6. Existing color repaint does NOT require filling an AR Request. Any **CHANGE** in exterior color requires ARC approval. In addition to required photos, an actual color card (not a jpeg) is required. A test paint section (6'x6') may be required for color change approval.

****PLAT PLAN, RENDERING, SIGNATURE AND INITIALS REQUIRED ON ALL APPLICATIONS ****

REQUIRED: All directly adjoined neighbors' signatures for any exterior modification.
(This includes all neighbors bordering both side property lines and neighbors bordering the rear property line)

My signature [acknowledges] I am aware of my neighbor's proposed improvement(s)/addition(s).

My signature is not an approval, if I have any concerns or questions about the proposed project I will direct them to the 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.

Homeowners Signature _____ Date _____

3 initial boxes below

If Applicable, Initial Here ☐ **Submission without an Official/Certified Plat Map/Survey:** I hereby certify that my mortgage company did not require a survey.

☐ Required Initial Here **I certify, to the best of my knowledge/ability,** that the attached rendering/drawing is true, complete, and drawn to scale. 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.

☐ Required Initial Here **Disclaimer**: The Association reviews applications primarily based upon aesthetic qualities and to a lesser degree, basic construction practices. Owners (and their contrac tors) 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.

Submitting Instructions Below - Use 1 of the options below.

- **E-mail:** **info@charlestonmanagement.com**
- **Fax:** **(919) 848-1548**
- **Mail:** ***Heritage Wake Forest TwoHOA***
  c/o Charleston Management Corp
  PO Box 97243
  Raleigh NC, 27624
- **Upload directly to the website at:** **www.charlestonmanagement.com**

Directions for Uploading your request online:

Visit the website link listed above, click the 'Homeowner Log In' link and sign in.
Once you have logged on to your homeowner home page, please go to 'Association Business'
Select 'Architectural Control'

- Create a request
- Submit your scanned form

Complete the email address field and give a description of your project in the comments field.
Please upload your form, plat map, and any other supplemental documents or details.
Select 'Submit Architectural Control Request' and you will receive an email confirmation.

VII. Appendix

The *Appendix* contains a summary of *Bulletins* that have been issued by the Board subsequent to the original *Covenants*. These *Bulletins* contains specifications and illustrations on topics previously summarized in the *Standards*, Section II

A. Fences

Fences are permitted in some neighborhoods in Heritage Wake Forest, while other neighborhoods governed by sub-associations may prohibit fences[24]. This fencing guide applies to Heritage Wake Forest Two homes not otherwise controlled by sub-association requirements.

Plans for the construction and installation of a new fence must be approved in advance.

- A request for approval of a planned fence must include the following:
  1 - A plat map showing fence placement.
  2 - Details about the design of the fence, its height, the material to be used, the paint or stain colors.
  3 - A planting plan (for corner lots).

No fence may exceed forty-eight (48) inches in its highest point, and vertical pickets must be spaced at least one and one-half (1 ½) inches apart. A variance to 54" will only be approved for HO's with ARC preapproved in-ground pool request. Pool Fencing may only be installed after pool construction is (near) completion.

Properties that back Rogers Road may install, **with prior approval**, 6 foot privacy fencing along the property line that backs said road. Other property lines must still maintain the 48" maximum height.

Front yard fencing is not permitted. Tree removal is **NOT** allowed for fence install.

Fences must begin **at least fifteen** (15) feet back from the front edge of the house.

If tying/connecting to existing neighbors fence, approval letter from that neighbor must accompany application to the ARC.

Follow 6" off property line rule. No gap larger than 6".

Fences in yards on corner lots must be placed at least twenty (20) feet back from the curb, and shrubs must be planted on the street side of the fence in such a manner as to cover two-thirds (2/3s) of the height of the fencing within two (2) years.

Wooden fences are allowed only on properties that are not on the Greenway. For wooden fences, the vertical boards must be on the outside (with the rail on the inside).

Black aluminum fencing material is the only approved fence material for those who live on the Greenway. Puppy panels may be installed on the bottom

continued

[24] Owners who reside in a sub-association must submit their fence request to the sub-association, as the fencing requirements will differ or may be prohibited.

third of an aluminum fence panel, not to exceed a maximum of sixteen (16) inches in height.

Fences in yards on the Greenway may not be constructed in the Greenway area.

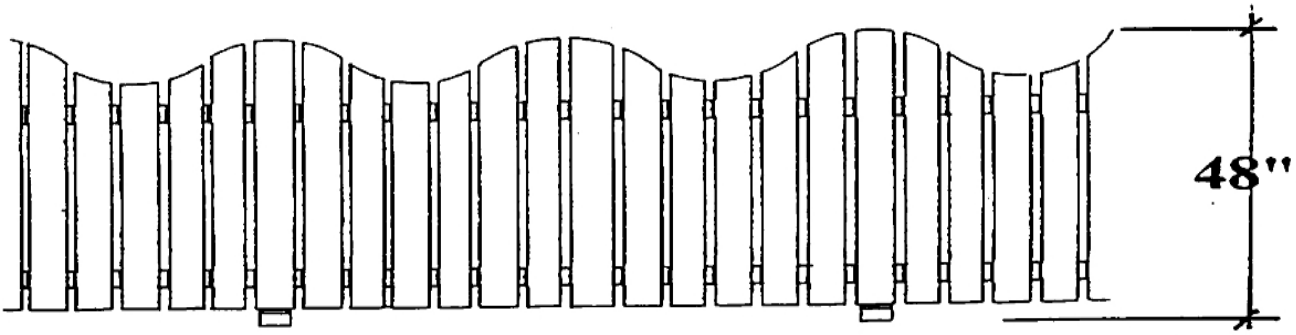
All fences must be maintained in good condition with an attractive appearance.

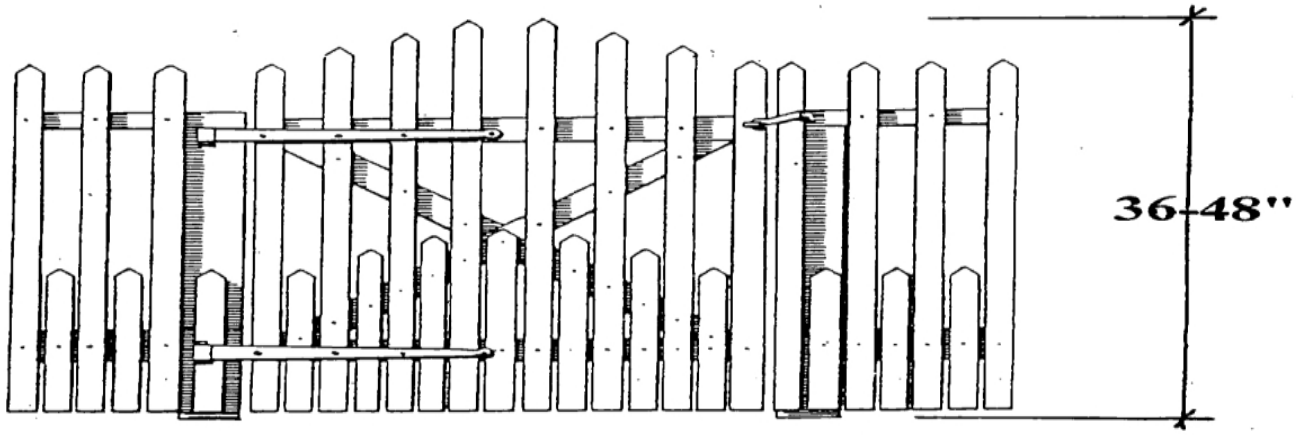
Wooden fences may be treated with a clear sealer or a natural cedar stain without obtaining prior approval from the Master ARC.

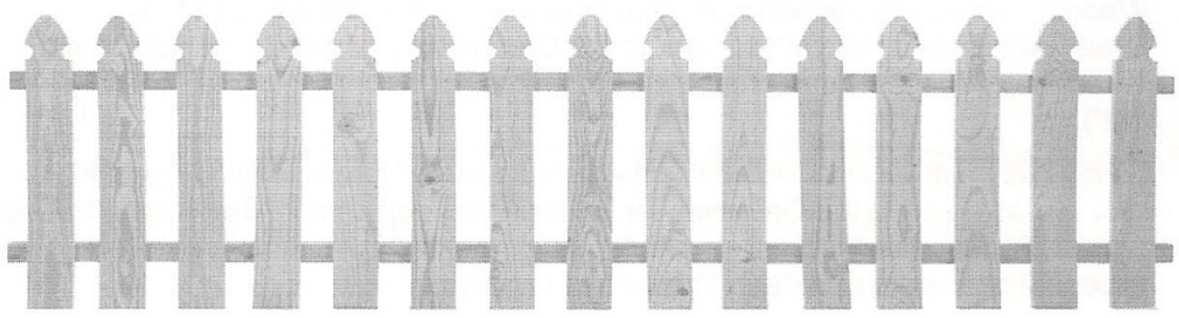
****** If staining a color, prior approval needed (should be noted on fence application).**

Examples of Approved Fencing

Wooden Fencing - 48" max height

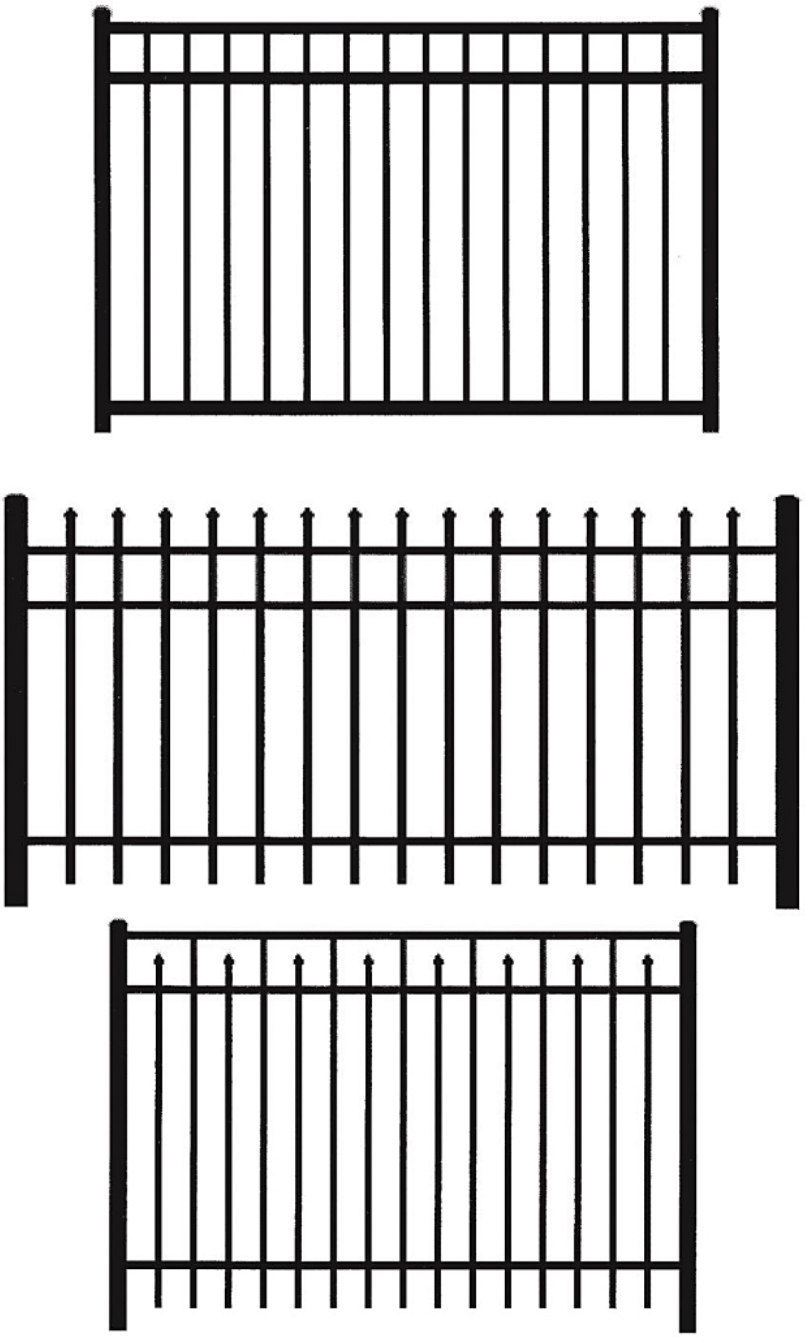






Examples of Approved Fencing

Black Aluminum Fencing - 48” max height



B. Rain barrels

Rain barrels that meet Heritage Wake Forest Two specifications are permitted, except in sub-associations with shared rain gutter systems.

The specifications for approved rain barrel installation are:

1. no more than two (2) rain barrels are permitted per residence,[25]

2. rain barrels may be no larger than eighty (80) gallons in capacity,

3. rain barrels may only be placed under the downspouts at the rear of the home,

4. rain barrels must not be visible from either side of the house,

5. rain barrel and connector hoses must be black, brown, dark green in color, or painted to closely match the body or trim of the residence, and

6. if the rain barrel is visible from the Greenway, shrubbery, such as ligustrum, wax myrtle, or Japanese privet, must be planted around the perimeter of barrel.

[25] If an owner wishes to place more than two (2) rain barrels on the property, an *Architectural Request*, accompanied by a plat map indicating proposed locations of the rain barrels, must be submitted to the Master ARC (or to the sub-association ARC) prior to installation.

C. Signs

Heritage Wake Forest Two has established guidelines for signs. The goal of the standards is to achieve a unique matched look in Heritage Wake Forest Two where all signs share a common appearance.

Sale, resale, and "for rent" signs **must** meet the following requirements:

1. must have the Heritage logo and colors, with all additional print in black.
2. Only one sign may be placed in yard of a residence, and it may be placed in either the front or the backyard (but not both).

A local source for approved sale, resale, and "for rent" signage:

Sign-O-Rama, 919-872-1070
Router Express Signs 919-269-0776 or 919-795-5250

No Business signs other than vender/home improvement signage is allowed.
Vendor and home improvement signs may be placed in a resident's front yard for no more than thirty (30) days.

Temporary signs for events such as an open house or yard/garage sale, may be up no longer than forty-eight (48) hours and must be on the resident's property.

Signs are not permitted on the right-of-way or in Common Areas.

Political signs are permitted, with the following restrictions:

1. only one (1) sign is permitted at a residence,
2. the sign must be placed only in the resident's front yard
3. the maximum dimension of a political sign may not be greater than twenty-four (24) by twenty-four (24) inches, and
4. **the sign may not be installed earlier than forty-five (45) days before the day of the election and remain there later than seven (7) days after the election.**

D. Dogs and Cats

WAKE COUNTY **RESOLUTION ADOPTING RULES AND REGULATIONS WITH RESPECT TO DOGS IN HERITAGE WAKE FOREST TWO SUBDIVISION**

These rules and regulations are promulgated this 12th day of August, 2008 by the Heritage Wake Forest Homeowners Association, Inc. ("Association").

WHEREAS, the Association was incorporated as a non-profit corporation on or about 20 December 2000;

WHEREAS, the primary function of the Association is to enforce the terms and conditions set forth in certain publicly filed documents dealing with the lots in the Heritage Wake Forest Two community;

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Heritage Wake Forest Two Subdivision was recorded on 20 September 2005 at book 11477, page 1583 of the Wake County Register of Deeds (hereinafter, "Declaration");

WHEREAS, Article VIII, Section 5 of the Declaration provides as follows:

> "…no animals…shall be kept or maintained on any portion of the Property or in and dwelling except that dogs…may be kept or maintained provided they are not kept or maintained for commercial purposes and they do not create a nuisance (in the judgment of the Board), such as, without limitation, by number, noise, odor, damage or destruction of property or refuse and further provided they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, the County of Wake, the Town of Wake Forest or other applicable governmental entity relating thereto; and (ii) such rules and regulations pertaining thereto as the Board may adopt from time to time"

WHEREAS, Article VIII, Section 9 of the Declaration provides a follows:

> "All Owners and occupants of Lots shall abide by all rules and regulations adopted by the Association from time to time. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, including fines and penalties, and an Owner determined by the Board to have violated said rules and regulations shall be subject to immediate action by the Association or its Agents to correct or remove the violation"

WHEREAS, recent events in the community involving uncontrolled dogs have made it necessary for the Board to adopt rules and regulations pertaining to dogs in the community for the safety and welfare of all Owners and visitors in the community;

WHEREAS, the Board of Directors desires to promulgate the following rules and regulations in order to protect the Owners and visitors and to ensure compliance with the Declaration and maintain and preserve the plan and scheme of development in the community and to preserve and enhance property values for all Owners;

NOW THEREFORE, the Board of Directors, effective September 15, 2008, the Association promulgates the following rules and regulations pursuant to Article VIII, Section 9 of the Declaration:

1. No dogs may be kept or maintained on any Lot in the community that are kept or maintained for commercial purposes. By way of example, and without limitation, no dogs shall be kept on any Lot whose sole purpose is breeding for profit by an Owner (s).

2. No dogs may be kept or maintained on any Lot in the community that create a nuisance (in the judgment of the Board), such as, without limitation, by number, noise, odor, damage or destruction of property or refuse. By way of further example and without limiting the generality of the foregoing, dog (s) who bark incessantly; charge fences towards adjacent Owner (s) and/or visitors and/or family members; dogs who unnecessarily create a risk of injury towards small children; and dogs that damage or inflict injury on Common Area or Common Property may be considered a nuisance in violation of the Declaration and these rules.

3. Any and all dogs kept on a Lot must be kept and maintained in compliance with all laws and ordinances of the State of North Carolina, the County of Wake, the Town of Wake Forest or other applicable governmental entity relating thereto. Such laws include without limitation, Wake County Animal Control Ordinance, specifically, §2-3-7 preventing animals to be at large, and §2-3-8 declaring it unlawful for any person to own, keep, possess or maintain an animal in such a manner as to constitute a nuisance. Each Owner is advised that compliance with the Wake County Animal Control Ordinance or any other local, state or federal ordinance or law does not, in and of itself, guarantee compliance with the Declaration or this rule. At a minimum, all such laws and ordinances are to be observed, in addition to these rules and the terms of the Declaration.

4. The Association reserves the right to require a dog to be leashed at all times when outside of a home on a Lot that is not fenced. For homes with fencing, invisible or otherwise, dogs do not necessarily need to be leashed while outside of the home on the Lot, however, the Association reserves the right to require that an Owner (s) be present at the home on the Lot when the dog (s) is outside and within range to control barking and other behaviors of the dog (s) which may constitute a nuisance. All feces and refuse of dogs shall be promptly removed from any Common Area or Common Property in the community by the Owner (s) of the dog.

5. Any dogs inclined to show aggressive behavior towards adjacent neighbors, such as without limitation, incessant, loud and aggressive barking, shall be muzzled while outside or an Owner (s) shall be present at all times with such dog in order to avoid barking or such aggressive behavior.

6. In the event of a violation of any of the above rules, the Board of Directors reserves the right to enforce the terms of the Declaration and aforesaid rules by any of the following methods:

continued

A. A fine of not more than $100 per day per incident provided notice and opportunity to be heard is given to the Owner (s) before such fine is imposed, pursuant to N.C.G.S. §47F-3-107.1.

B. The Board may impose additional specific restraints on Owner (s) as necessary in order to protect the safety of other Owner (s) and visitors of the community. Such restraints could include, without limitation, requiring dogs to be leashed on the Lot irrespective of a fence on the Lot and requiring the Owner (s) to be present outside when the dog (s) is outside on the fenced Lot, all as necessary to ensure compliance with these rules.

C. The Board may demand that the Owner (s) remove the dog from the Lot in the event the Board deems the dog (s) a risk to the safety of other Owner (s) or visitors; and the Board may demand the removal of the dog (s) in the event the dog (s) have been deemed a nuisance or otherwise in violation of laws and ordinances of the State of North Carolina, the County of Wake, the Town of Wake Forest or other applicable governmental entity. If such demand is made, the Owner (s) shall take the necessary steps to remove such dog (s) within two (2) days of such written notice from the Board of Directors for the Association. All costs and expenses associated with boarding such dog (s) offsite shall be borne by the Owner (s).

D. The Board may sue the Owner (s) as necessary to enforce the Association's rights under the Declaration, these rules and regulations, and N.C.G.S. §47F-3-1-7.1, as necessary, to gain compliance of the same.

7. The Board reserves the right to promulgate, amend and publish additional rules and regulations with respect to this or any other issues as allowed pursuant to Article VIII, Section 9 of the Declaration.

The foregoing rules and regulations were adopted at a meeting of the Board of Directors on August 12, 2008.

E. Noise Ordinance

Wake Forest Noise Ordinance

A revision to the Town of Wake Forest's Noise Ordinance was approved by the Board of Commissioners on October 18, 2005. It can be found in the Code of Ordinances, Chapter 14, under Environment, Article III, Section 14-66 thru 14-75.

Specifically, residential impacts relating to construction activities can be found in sec. 14-71, "it is unlawful in any residentially zoned area of the town or within 300 feet of any occupied residential structure in all zoning districts of the town to cause undue noise."

The following is a chart describing the days, times, and decibel levels allowed for certain activities:

USE	DAYS	TIMES	MAX DECIBELS dB(A)
General	Monday - Sunday	9am – 9pm 9pm – 9am	60 50
Public Entertainment	Monday - Sunday	9am – 9pm 9pm – 9am	65 50
Recreational Activities	Monday - Sunday	7am – 10:30pm	No established limit
Garbage	Monday - Friday	7am – 8pm	No established limit
Construction	Monday - Friday Saturday - Sunday	7am - 8pm 8am – 6pm	No established limit
Lawnmowers	Monday - Sunday	7am – 9pm	No established limit

Violation of this article (Noise Control Ordinance) shall subject the offender(s) to a civil penalty in the amount of $100 enforced by the Town of Wake Forest Police Department.

- ***Second offense*** within same 30-day period: $250
- ***Third offense*** within same 30-day period: $500
- ***Fourth offense*** within same 30-day period: $750
- ***Fifth and any subsequent offense*** within same 30-day period: $1,000

For more information, contact the Wake Forest Police Department at (919) 554-6150.

Town of Wake Forest
301 S. Brooks St., Wake Forest, NC 27587-2932
TEL (919) 435-9400 | FAX (919) 435-9419

F. Heritage Wake Forest Two Neighborhoods

Heritage Wake Forest Two Neighborhoods[26]

Heritage Chase
Heritage Croft
Heritage Dale
Heritage Gables
Heritage Glen
Heritage Orchard
Heritage Run
Heritage Spring*
Heritage Trace*
Heritage Trails
Heritage Valley
Heritage View Townes*
Heritage Walk

[26] Neighborhoods that are also sub-associations are identified by an asterisk.

G. Definitions

Architectural Request: a form used by a homeowner who wishes to ask permission from an Architectural Review Committee to make a change to the exterior of the home or landscape. A copy of the *Architectural Request* form is in the *Appendix*.

***Architectural Request Resolution Letter*:** a letter sent by the Management Company to the homeowner in response to an Architectural Review Committee decision regarding an *Architectural Request*.

Architectural Review Committee: a committee of the Heritage Wake Forest Two Homeowners Association (or of a sub-association within Heritage Wake Forest Two) responsible for reviewing a homeowner's request for a change in the exterior of the home or landscape.

Association: the Heritage Wake Forest Two Homeowners Association

Board: the Board of Governors of the Heritage Wake Forest Two Homeowners Association

Buffer Area: a neutral (10 foot) area at the rear and side property lines of all properties. No permanent structures or items allowed. Landscaping permitted.

Bulletin: a Board-approved revision or supplement to the *Standards & Guidelines*, addressing or clarifying a Homeowners Association issue.

***Covenants*:** the binding, legal document, conveyed to a homeowner at the time of closing, which states the terms and conditions for home ownership within a planned residential community such as Heritage Wake Forest Two. At the time of purchase, the new homeowner assumes the rights and agrees to the obligations of membership in the Heritage Wake Forest Two Homeowners Association.

Declaration*:** *see* ***Covenants

Guidelines: the process for approval that governs any proposed new construction or any modifications to the exterior of an owner's home or property. The Board has assigned the administration of the *Guidelines* to an Architectural Review Committee.

Homeowners Association: the official, legal association of homeowners in Heritage Wake Forest Two

Management Company: an independent firm hired by the Heritage Wake Forest Two Homeowners Association's Board of Directors to manage the business and property of the Association.

Planned Community: a residential community with restrictive covenants. Heritage Wake Forest Two is a planned community.

continued

Master ARC: the Master Architectural Review Committee (Master ARC) a Committee of the Association, as specified in the *Covenants* and the *Bylaws o*f the Association. The Master ARC's responsibility is to review owner's requests for changes to the exterior of the home or landscape, to ensure that the proposed project complies with the architectural provisions of the *Covenants*, and to rule on these requests.

***Standards*:** the rules, regulations and specifications for owners and families living within the Heritage Wake Forest Two community. Derived from the community's foundational document, the *Covenants,* and supplemented by occasional *Bulletins* issued by the Board*,* the *Standards* protect the quality of life and the value of property by establishing some minimum expectations. The *Standards* govern such matters as the physical appearance of properties, the maintenance of the home and yard, parking of vehicles, and control of nuisances. The Board has assigned the administration of the *Standards* to the Management Company.

Sub ARC: an Architectural Review Committee of a sub-association within Heritage Wake Forest Two. Like the Master ARC, the Sub ARC is responsible for reviewing owner's requests for changes to the exterior of the home or landscape, to ensure that the proposed project complies with the architectural provisions of the *Covenants* and to rule on these requests.

Any questions on home/property improvements or changes, please email the AR Committee @:

heritagesouthar@gmail.com

or

Charleston Management @:

info@charlestonmanagement.com