

IMPORTANT HOMEOWNER DOCUMENT



*Property Standards  
&  
Architectural Guidelines*

Approved April 22, 2022

**Heritage Wake Forest 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 is a residential community with restrictive covenants and this document, *Property Standards & Architectural Guidelines* (hereafter, *Standards & Guidelines*), is intended to provide a meeting ground between the private interests of the homeowner and the broader interest of the entire community.

## B. How does this document, the *Standards & Guidelines*, relate to Heritage Wake Forest's covenants, the *Declaration of Covenants, Conditions & Restrictions*?<sup>1</sup>

The *Declaration of Covenants, Conditions & Restrictions* (hereafter, *Covenants*) is a binding, legal document that is conveyed to each homeowner in Heritage Wake Forest 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 Homeowners Association, Inc.<sup>2</sup> (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 download them from the Heritage Wake Forest website ([www.charlestonmanagement.com](http://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.

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<sup>1</sup> *Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Residential Community*, dated 27 September 2000.

<sup>2</sup> *Articles of Incorporation of Heritage Wake Forest Homeowners' Association, Inc.*, dated 22 November 2000.

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

The purpose of the *Standards & Guidelines* is:

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

### **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 ...”<sup>3</sup> 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 or the Golf Course owner, if appropriate, for approval.<sup>4</sup>

Under the terms of the *Covenant*, 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 also have an Architectural Review Committee (hereafter, Sub ARC). The Management Company will evaluate an owner’s request for change and, unless the request impinges on the Golf Course easement, the request for a decision is forwarded to the appropriate Architectural Review Committee.<sup>5</sup>

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<sup>3</sup> Article III, “Purpose and Powers of the Association”, *Articles of Incorporation* ...

<sup>4</sup> Article IX, Architectural Control, *Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Subdivision*.

<sup>5</sup> 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, the Architectural Review Committee of a sub-association, or to the Golf Course owner, as appropriate.

## **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 community.<sup>6</sup> Derived from the community's foundational document, the *Covenants*, and supplemented by occasional *Bulletins* issued by the Board, 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 *Standards* is the responsibility of the Board 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.<sup>7</sup> The Board has assigned the administration of the *Guidelines* to the Master ARC.

## **II. Property *Standards***

### **A. What are the *Standards*?**

The minimum "protective covenants" for Heritage Wake Forest 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 Golf Course 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 Board 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.

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<sup>6</sup> Article VIII, Section 9, *Declaration of Covenants* ... allows the Board to promulgate and enforce rules for Heritage Wake Forest.

<sup>7</sup> 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. A. General Standards (in alphabetical order)**

### **1. Airplanes**

Storage of airplanes at a residence is prohibited unless fully enclosed in a closed garage.

### **2. 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).

Changes to the exterior of a homeowner's property require written approval of the ARC. This is by no means an exhaustive list but a guide for homeowners.

The homeowner must submit an Architectural Request for the construction, addition, or modification to:

- Antennae
- Attachments to roofs or buildings
- Awnings
- Building materials
- Decks, patios, gazebos, pergolas, and screened porches
- Detached garages
- Driveways or parking pads
- Exterior paint color
- Exterior perimeter surveillance equipment
- Exterior walls
- Fences
- Fireplace, fire pit, patio, and seating walls
- Grading of property
- Hot tubs
- Landscaping
- New construction
- Pet houses
- Pools
- Roofing
- Solar collectors
- Storage sheds and outbuildings
- Tree house
- Trees

### **3. Animals<sup>8</sup> (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, shall be kept or maintained at any Heritage Wake Forest 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, and these *Standards & Guidelines*.
- 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 noise will be treated as a noise ordinance violation and a nuisance.
- g. Additional rules and regulations regarding dogs may be found in the *Appendix*, Section VII.

### **4. Antennas (See also **Satellite Dishes**)**

No exterior antennae are allowed without prior approval.

### **5. Attachments to Roofs or Buildings**

- a. 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.
- b. Acceptable attachments with the approval of the ARC are:
  - i. Solar panels
  - ii. Retractable awnings
  - iii. Attic exhaust fans

### **6. Automobiles (See **Parking, Vehicles, Inoperable, Vehicles, Repair**)**

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<sup>8</sup> Article VIII, Section 5, *Declaration of Covenants* ... allows household pets but prohibits livestock or poultry to be kept on the property.

## **7. Awnings**

- a. Awnings of any kind are not permitted to be installed or erected on the front or sides or roof of the house.
- b. Any new or replacement awnings require a submission to the ARC for approval, are required to meet existing NC Building Code defined in section 3105 and are ONLY permitted for use over decks or patios that have hard surfaces—such as stone, brick or wood, and only at the rear of the residence. (For corner residences, the rear will generally be the side opposite the front door.)
- c. Awnings equipped with an electric motor must have a manual override (hand crank) and be equipped with a wind sensor, or rain and wind sensor, installed per awning manufacturer's specification. ALL Awnings must be certified to withstand wind loads of at least twenty (20) mph winds, and the wind sensor (if applicable) must retract the awning automatically before winds exceed wind load rating.
- d. Awning/canopy material may be made acrylic fabrics or synthetic composite materials only, in solid colors to coordinate with the roof, exterior siding, or trim of the residence. The fabric must be plain, that is, without any pattern, stripes, logos, or decoration. An awning may have a valance on the front edge of the same color fabric as the awning itself. The type of valance must be included with the written request for ARC approval.
- e. Permanent canopies are permitted to extend over adjacent open spaces, provided:
  - i. The canopy and its supports shall be of a ridged framework comprised of noncombustible material, fire-retardant-treated wood, or of 1-hour fire-resistance-rated construction.
  - ii. The canopy shall have at least one long side open.
  - iii. The maximum horizontal width of the canopy shall not exceed fifteen (15) feet.
  - iv. The fire resistance of exterior walls shall not be reduced.
- f. Color: Fabric colors of the canopy must be coordinated or consistent with the color theme of the residence. The ARC recommends submitting at least two (2) fabric samples, a primary choice and an alternative color, consistent with the roof, exterior siding or trim color of the residence. The color of the frame of the retractable awning should be a neutral tone and/or coordinated with the color of the awning fabric.
- g. Submissions: All awning submissions to the ARC must include a materials list, colors of canopy material/supports/valance/trim pieces, and location on property with measurements

## **8. Barbeque Equipment and Outdoor Cooking Equipment**

- a. Barbecue equipment must be kept in good repair and stored within the garage or in the rear of the home when not in use.
- b. No barbeque equipment may be placed in the buffer area.

## **9. 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. An installed basketball goal must be mounted on a single pole and may be cemented into the ground.
- d. Basketball goals must be placed in the rear third of the driveway (toward the house).
- e. Application must include “to scale” drawings showing length and width measurements of driveway and distance measurements from house and end of driveway for proposed goal location.

## **10. Bicycles (See also Parking)**

- a. Bicycles must be stored within the garage or behind the rear of home when not in use.
- b. Bicycles may not be stored in the buffer area.

## **11. Boats and 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.

## **12. 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 or metal roofing, vinyl or aluminum shingles and siding are building materials that are not permitted in Heritage Wake Forest. Metal roofing is permitted for use as an accent on smaller areas such as a bay window or porch but may not be used on the entire roof.
- 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. The use of composite materials, with “wood-like” design or appearance, i.e., Trex, Stonewood, Azek, etc. are acceptable products for use in the construction of decks, patios, screened porches, pergolas, and gazebos. Please specify the specific type of composite material.

### **13. Burning**

- a. No outside burning of wood, leaves, trash, garbage or household refuse is permitted.
- b. Burning of wood is permitted in approved fireplaces. "Approved fireplace" shall mean any outdoor fireplace or fire pit that was constructed contemporaneously with the construction of the house or approved by the ARC.

### **14. Clotheslines**

Outdoor clotheslines are prohibited in Heritage Wake Forest.

### **15. 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 which contain pipes, ladders, tools, and other equipment hanging off of or shown on the exterior of the vehicle, van, bus or truck.
- 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.

### **16. Common Area**

- a. Owners have the right to enjoy and use the Common Area in Heritage Wake Forest 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.

### **17. Compliance with Laws, Health Regulations, Police Requirements, and 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.

## **18. Compost**

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.

## **19. Decks, Patios, Gazebos, Pergolas, and Screened Porches**

- a. All decks, patios, gazebos, pergolas, and screened porches must conform and harmonize with existing structures and blend in with the natural terrain.
- b. Any new deck, patio, gazebo, pergola, or screened porch construction requires prior approval.
- c. Decks, patios, gazebos, and screened porches must be located completely behind the footprint of the house.
- 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, except for vinyl clad windows or vinyl/aluminum doors.
- f. The use of composite materials, with "wood-like" design or appearance, i.e., Trex, Stonewood, Azek, etc. are acceptable products for use in the construction of decks, patios, screened porches and gazebos. Any supporting structures or design features such as deck/porch spindles, railings, etc. must adhere to the same list of acceptable materials described in section 19. Any composite material not listed herein will require written approval of the ARC pending a submission of a product sample picture and detailed information of the material.
- g. Any transitional sub-structure such as stairs, walkways, paths, or seating areas to be erected/built must be consistent with the size of your home, fit within the footprint of the home, and not unduly out of proportion with your home and yard. All submissions that include but are not limited to the items described herein are subject to all stipulations of accepted design materials as laid out in section 19.
- h. No deck, patio, gazebo, screened porch, or pergola may be erected or built to the front of the house. No existing front porch is permitted to be screened in.

- i. Initial stain or paint color, or a change in stain or paint color of a deck, patio, gazebo or screened porch requires prior approval. Owners are required to submit a color sample of the stain or paint color along with the ARC application.

## **20. Detached Garages**

- a. Plans for adding a detached garage at a residence must be approved in advance before construction can begin.
- b. No detached garage shall be erected, placed or allowed to remain at any residence, unless it is
  - i. incidental to residential use,
  - ii. be constructed of the same, or substantially the same materials as the residential dwelling,
  - iii. located no closer than ten (10) feet from rear and side property lines for residences not on corner lots and at least twenty (20) feet from the street side property line for corner residences, and
  - iv. be no larger than twelve (12) feet by twenty (20) feet.

## **21. Dogs (See **Animals, Pet Houses, Appendix, Section VII.**)**

## **22. Driveways, Extensions, and Parking Pads**

- a. Proposed changes in residential driveways, including the addition of a driveway extension, must be submitted and approved in advance before construction can begin. The submission must include ALL of the following to have the application taken under consideration: a photo of the existing driveway and house, a “to scale” drawing with measurements of the proposed addition, and a description and photos of materials to be used.
- b. The widest part of the driveway extension may not be closer than ten (10) feet from applicant’s property line
- c. Driveway extension may only begin after (on the house side) the sidewalk. The driveway entry at the curb/gutter may not be altered. Any extension/expansion must begin outside the town easement.
- d. Driveway extensions or parking pads must be the same material as the driveway itself.
- e. Driveways or parking pads must be paved with approved materials.
- f. Gravel or asphalt driveways and driveway extensions are not permitted. Paver accents are acceptable; however, samples and proposed designs must be approved in advance of construction.
- g. Driveway repairs to concrete driveways may use stamped concrete.

## **23. Easements and Buffers**

- a. Each residential property includes an easement.<sup>9</sup> 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.
- c. Owners have the responsibility to keep the easement and buffers clean, well-maintained, safe and in an attractive condition.
- d. For any residential property adjacent to a stream, no impervious structures can be erected within a fifty (50) foot buffer zone of the stream as required by North Carolina State Law.

## **24. Exterior Maintenance<sup>10</sup> (See also Landscaping, Lawn Maintenance, 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.

## **25. Exterior Painting**

- a. All exterior painting of the residence must use the existing color, unless a color change has been approved in advance by the ARC.
- b. If any of the following are to be changed, each color must be approved in advance by the ARC:
  - i. Exterior house color
  - ii. Exterior trim color
  - iii. Window shutter color
  - iv. Front door color
  - v. Garage door color
  - vi. Spouts/gutters color
  - vii. Deck, pergola, gazebo stain/paint color
- c. 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.
- d. Door color must be a single color with no graphics.

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<sup>9</sup> Article X, Easements, *Declaration of Covenants ...*

<sup>10</sup> Article XI, Maintenance, *Declaration of Covenants ...*

## 26. Exterior Perimeter Surveillance Equipment

Residents do not need to gain ARC approval to install home surveillance systems intended to protect the entry and interior of their home such as Nest or Ring.

The purpose of these exterior perimeter surveillance equipment guidelines is to establish aesthetic criteria and as much uniformity as possible for installation of exterior perimeter surveillance equipment which includes cameras, without the intrusion or interference of neighboring or other residents' reasonable expectation of privacy and quiet use and enjoyment of their property. Under no circumstances shall audio recording be permitted. All installations must abide by all County, State and Federal laws. It is the sole responsibility of the homeowner to maintain compliance with County, State, and Federal laws governing the use of such surveillance equipment installed on the home-owners property.

**Location:** All surveillance equipment must be installed/attached to the structure (residence) itself in the least intrusive or visible location from the street. The equipment shall be focused only on the applicant's property, and shall never be directed at adjacent structures, properties or have the field of view exceed the property lines of the home-owners lot on which it is installed. No equipment shall be pole-mounted anywhere on the property.

Installation of more than four (4) exterior surveillance devices will be considered an architectural alteration of the exterior of the home and requires an application submission to the ARC and written approval of the ARC before installation.

Applications shall include:

- a. A plot plan showing the full range of view relative to the property lines.
- b. A description of the equipment including the type, size, shape and angle of view, with an explanation of the intended goal of the equipment.
- c. Photographs and/or drawings of the equipment prepared by the manufacturer with color and finish of equipment.
- d. The source of power for the outdoor surveillance equipment must be from the applicant's lot.
- e. If installation of solar panels is necessary to provide power for the proposed equipment, a completed Application for solar panels must also be included in the request.
- f. Any deviation, changes, and/or alterations (including but not limited to change in location, equipment type, field of view, etc.) from the approved application will be considered an Association violation. Any such changes require a new architectural Application and approval by the ARC before being permitted.

## **27. Fences**

Fences are permitted in some neighborhoods in Heritage Wake Forest but neighborhoods governed by sub-associations may either prohibit fences or have unique fencing requirements. The specifications for approved fences are found in the *Appendix*, Section VII. Plans for the construction of a new fence must be approved in advance. All fences must be maintained in good condition with an attractive appearance. Fences on property lines should be maintained by both property owners. Fences must be of one material only, wood or metal, not on the same property.

## **28. Firearms**

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

## **29. Fireworks**

The lighting of fireworks is not permitted in Heritage Wake Forest.

## **30. Fireplace, Fire Pit, Patio, and Seating Walls**

- a. All fireplace, fire pit, patio and seating wall structures must have prior written approval by the ARC.
- b. The entire structure, including all seating walls, must be located behind the footprint of the house.
- c. The maximum height of the fireplace shall not exceed eight (8) feet from the ground.

## **31. 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 pickup.

## **32. Garden Equipment**

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

### **33. Gardens & Natural Areas**

- a. The homeowner is responsible for maintaining established gardens and removing dead plant materials.
- b. Vegetable gardens are permitted in the rear yard of a home.
- c. All natural areas of a homeowner's property visible from the sidewalk or street that contain trees, shrubs, flowers, flower bed, or any other landscape enhancement are required to be mulched annually with some typed of pine bark mulch, pine straw, etc. including natural areas between the sidewalk and street.

### **34. Gas Meters**

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

### **35. Gazebos or Pergolas (See Decks, Patios, Gazebos, and Screened Porches)**

### **36. Grading of Property**

- a. Proposed changes to the topography of an owner's property must be approved in advance by the ARC. This includes any modifications intended to re-direct or address drainage or natural ground water flow.
- 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.

### **37. 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.

### **38. Heating and 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.

### **39. Hedges**

Hedges or shrubs may be planted around the foundation of the residence or outbuilding, to line the walkway and/or driveway, to camouflage utility boxes as permitted, trash containers, or rain barrels, or to soften the effect of a wall or fence. Hedges may not be allowed to obstruct the line of sight for vehicles.

#### **40. Home-Based Businesses**

- 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 Board, however, may include, without limitation, excessive noise, odor, traffic and any other noxious effect inconsistent with a residential neighborhood.

#### **41. 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.
- b. If the residence is in a sub-association, additional requirements may apply.

#### **42. Hot Tubs**

- a. Exterior hot tubs may be installed only after prior approval by the ARC. Application must include a photo of the location where the hot tub will be placed, a photo of the brand and model of the hot tub, and the dimensions and exterior color of the hot tub.
- b. Hot tubs must be located at least ten (10) feet from all property lines.
- c. Hot tub must be installed such that the tub, any surrounding structures, stairs, decking, and equipment is completely behind the footprint of the house.
- d. If the property backs up to the golf course, landscaping must be installed around the tub and surrounding structures such that the tub cannot be seen from the golf course.

#### **43. 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.

#### **44. Improvements**

All proposed 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 before construction can begin.

#### **45. 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 except for one single-family dwelling, an attached or detached garage, an approved outbuilding, or storage building.

#### **46. Landscaping (See also Lawn Maintenance, Trees)**

- 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 prior approval.
- 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 including keeping those trees and shrubs trimmed to allow an unobstructed pathway on all sidewalks.
- e. Ground cover shall only be hardwood mulch and/or pine straw. Any other type of ground cover must be approved by the ARC.

#### **47. Lawn Furniture**

- a. Lawn furniture must be kept in good repair and stored within the rear area of the house when not in use.
- b. No lawn furniture may be placed in the buffer area.

#### **48. 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.

#### **49. Lighting and Seasonal Decorations, Outdoor**

- a. The installation of permanent outdoor lighting is permitted, provided that:
  - i. the lamp design matches existing exterior lights on the residence, and
  - ii. 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 seasonal decorations and lighting may be displayed only between Thanksgiving and January 10th.
- d. Other temporary seasonal decorations and outdoor lighting is permitted but must be removed no later than two (2) weeks after the holiday.

#### **50. 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 on any owner's property.

#### **51. Mailboxes and Posts**

- a. All mailboxes shall be affixed to a substantial pole or stand permanently placed in the ground and shall not be located within a sidewalk
- b. Mailboxes, paper boxes, and scrolls must be properly maintained, and repaired or replaced, if they are damaged or missing. Repainting and replacing numbers are typically required every 5-7 years.
- c. Only the original paint color and original number font style may be used. To maintain uniformity and aesthetics NO other styles of numbering or shades of green are acceptable for use.
  - i. Original paint color was a custom mix, however, Sherwin Williams (919-570-9518), located at 109 Capcom Avenue, Wake Forest has an account set up for Heritage Wake Forest homeowners for an exact color match.
  - ii. Homeowners should reference the Heritage Account # 1024-4466-6.
  - iii. Homeowners are not required to purchase the paint from Sherwin Williams but are advised to obtain the correct color sample from SW to have the color matched at the place of your choosing.
  - iv. To obtain the exact font match for the numbers or replacements parts for the mailbox, please contact: Post and Pickets: 919-772-7170, who can mail you the numbers you need.
- d. Owners residing in a sub-association may have additional restrictions.

## **52. 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 prefabricated buildings may be erected, placed or allowed to remain on a residential property without the prior approval.

## **53. Mulch and Pine Straw**

- a. Mulch and pine straw shall be maintained in good condition and free of weeds at all times.
- b. Fresh mulch should be replaced annually with either hardwood mulch or pine straw. Any other type of ground cover must be approved by the ARC.

## **54. 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.

## **55. 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.

## **56. Noise or Offensive Activity**

Noxious or offensive activities which are, or may become, an annoyance or a nuisance to neighbors are prohibited.

## **57. 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, watercrafts, 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 within a 15-day period.

- 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 **Commercial Vehicles** for definition of "commercial")

**58. Patios (See Decks, Patios, Gazebos, and Screened Porches)**

**59. 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.
- c. Must be located behind the footprint of the house.

**60. Pets (See Animals)**

**61. Plants, Shrubs, and Flowers (See Landscaping)**

**62. Playground Equipment, Swing Sets, Hammocks**

- 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, is at least three (3) feet from all property lines, and does not encroach into the buffer area.
- b. Playground equipment must be located completely behind the footprint of the house.
- c. All playground equipment must be maintained in good condition with an attractive appearance.

**63. Pools**

- a. The construction of in-ground swimming pools is only permitted after written approval of the ARC.
- b. The entire pool, and its surrounding structures, must be located behind the footprint of the house.
- c. The pool equipment must be located behind the footprint in the rear of the house and must be screened from view from immediate neighbors' homes.
- d. The pool must be located at least ten (10) feet from every property line.
- e. Fencing surrounding the pool area must be approved by the ARC.

- f. Temporary or inflatable pools are permitted, providing that they:
  - i. are of a size or depth that does not require a ladder to enter,
  - ii. do not have a filtration system, and
  - iii. are maintained in a sanitary manner.
  - iv. If a temporary or inflatable pool is erected in a driveway or front yard of a residence, it must be emptied at the end of each day and stored in the garage or in the rear of home.

#### **64. Propane Tanks**

All residential propane gas storage tanks that exceed a ten (10) gallon capacity must be located below ground.

#### **65. Rain Barrels**

- a. Rain barrels that meet Heritage Wake Forest 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.

#### **66. Recreational Vehicles**

- a. Storage of recreational vehicles (RVs), including, but not limited to RVs, all-terrain vehicles (ATVs), boats, campers, dirt bikes, jet skis, trailers, is 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.

#### **67. Rentals**

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,<sup>11</sup> 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.

#### **68. Repair**

Owners are responsible for maintaining and repairing their property at their own expense and for making all necessary improvements in compliance with the *Covenants* and with the *Standards & Guidelines*.

#### **69. Roofing Replacement**

Any change in the existing roofing materials or color must be approved by the ARC prior to installation.

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<sup>11</sup> *Bylaws of Heritage Wake Forest Homeowners' Association, Inc.*, 15 Feb 2001

## **70. Satellite Dishes**

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

- a. no more than one (1) meter (39.37 inches) in diameter,
- b. has a hidden cable,
- c. not to be placed in front of a home, unless the installation company provides a letter confirming that a signal may not be obtained in any other location. (If dish must be placed in front of home or in view of golf course, screening materials may be required), and
- d. on the roof on the back of the house.

## **71. Screened Porches (See Decks, Patios, Gazebos, and Screened Porches)**

## **72. Seasonal Decorations and Lights (See Lighting, Outdoor)**

## **73. Signs**

Heritage Wake Forest has established guidelines for sale and rental signs, vendor signs and political signs. The sign requirements, with illustrations and sources, are found in the *Appendix*, Section VII

## **74. Sight Lines**

- a. Foliage must be controlled to prevent the obstruction of sight lines for motorists.
- b. No object that impedes sight distance between a height of thirty (30) and seventy-two (72) inches shall be erected, planted installed per the standards of the Town of Wake Forest.
- c. 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.

## **75. Solar Collectors, Wind Turbines, & Other Renewable Energy Systems**

These guidelines apply to all solar energy devices including without limitation solar panels and their associated components, solar tubes, solar skylights, wind turbines or other solar energy devices (collectively referred to in this Guideline as “devices” or “systems” or “equipment”) which due to installation and use location are or may become “visible from neighboring property.

Submissions must include:

- a. Detailed plans for installation and placement of any solar panel / energy device must be submitted to the Architectural Review Committee for review and receive written approval from the Association prior to such installation.

- b. An illustrated brochure of the proposed system, which depicts the materials to be used, and drawings showing the location and number of collectors/turbines, the attachment to the roof structure, and the location of exterior system components, shall be submitted with the Architectural Request.
- c. A Wake County Permit may be required for the installation of such device and ancillary equipment. Owner is entirely and solely responsible for knowing what permits may be required and obtaining any such permits before installation begins.
- d. The Association's approval for installation of any such device(s) or system is not a representation that the system chosen by an Owner is safe to use or is compatible with Owner's roof or other structures on the Lot or the Lot involved, and Owner assumes and bears all risks regarding installation and use of such a system.
- e. Only commercially or professionally made devices are allowed. "Home-made" devices will not be permitted due to the safety and aesthetic aspects of such devices.

### **Location & Placement**

- a. Ground-mounted solar panels are NOT permitted.
- b. Roof-mounted systems must be installed so that the panels are flush-mounted and centered on the back side of house or a garage roof if sufficient space is available. If an alternative placement location is necessary in order for the energy device to reasonably work as intended, the ARC may consider the ability of the device to be placed in an alternate roof location on a case-by-case basis. Solar panels should be installed as far as possible to the rear of the house or garage.
- c. Solar panels should be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridgeline.
- d. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, turbines or piping or any exposed part of the installation may not be higher than the roof peak.
- e. Visibility of devices and their components must be minimized from public view and may be required to be screened from neighboring property in a manner approved by the Architectural Committee.

### **Finished Product**

- a. All roof mounted equipment, (excluding the face of the solar panels), must match the color of the roof material. This includes wind turbines, solar skylights and other equipment. Exposed surfaces such as any frame or supports for panels but excluding the exposed collector panel face itself must be painted to match, or the color of the materials used must match, the surface on which it is mounted.

- b. All exterior plumbing lines shall be painted to match, or the color of the materials used must match, the color of adjacent roof material and walls. Aluminum trim, if used and visible, should be anodized or otherwise color treated to blend into the surroundings as much as possible.

Homeowners will ensure that all surfaces of such devices or equipment, whether painted or colored materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community.

## **76.Storage Sheds and Outbuildings**

Plans for adding a storage shed, detached garage, carport, playhouse or outbuilding at a residence must be approved in advance before construction can begin.

Approved storage sheds, playhouses, and all other outbuildings must:

- a. be located behind the footprint of the house,
- b. be no larger in size than eight (8) feet by twelve (12) feet,
- c. be constructed of wood and finished with a siding material which is similar in color and composition to the residence,
- d. 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),
- e. be located at least ten (10) feet from all property lines,
- f. 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, and
- g. include instructions to provide buffering landscaping.

## **77.Storage of Materials**

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

## **78.Temporary Structures**

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

## **79.Toys**

- a. Toys must be stored within the garage or rear of the residence when not in use.
- b. Toys are not permitted in the buffer area.

## **80. Tractors**

- a. Storage of tractors is permitted only if fully enclosed in a closed garage.
- b. Short term temporary parking of a tractor in driveway for a period not to exceed twenty-four (24) hours is allowed.

## **81. Trampolines**

Trampolines are permitted if:

- a. they are kept in good repair and stored within the garage or behind the footprint of the house when not in use and
- b. they do not encroach upon any buffer or easement.

## **82. Tree Houses**

The proposed construction of a tree house requires written approval before building may begin.

## **83. Trees**

- a. Owners are responsible for the maintenance of trees on their property, including pruning, the removal of dead, dying, or diseased trees and the replacement of removed trees.
- b. Removal of any tree at a residence requires prior approval. The review process will be expedited in the case of a dead, dying, or diseased tree.
- c. Owners are responsible for the maintenance of the trees and shrubs at their residence including keeping those trees and shrubs trimmed to allow an unobstructed pathway on all sidewalks.
- d. Any significant changes to existing landscape or alteration to the natural aesthetics of the homeowner's property that could potentially impact the design continuity between adjoining properties and the subdivision as a whole, such as lot clearing, clear cutting and/or any extensive removal of all trees/shrubbery is not permitted without written approval from the ARC.

## **84. 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.

## **85. Vehicles, Inoperable**

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

## **86. 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.

## **87. Walls (Retaining, Seating, Landscape or Garden)**

- a. No wall shall be constructed at any residence without prior approval.
- b. Seating walls and patios must be located behind the footprint of the house.

## **88. Watering**

Owners have the responsibility to ensure that their lawns, trees, and shrubs have sufficient water to maintain good health.

# **II. B. Supplemental *Standards* for Homeowners on the Golf Course**

Residents whose property abuts the Golf Course 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 Golf course 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 Golf Course owner. The Golf Course buffer area is defined as the land area between the resident's rear property line and extending twenty-five (25) feet toward resident's dwelling.
2. No buffer area shall be fenced, screened, or otherwise enclosed and no other improvements of any kind shall be constructed, placed, or allowed to remain within a buffer area unless approved in writing by the Golf Course owner.
3. Tree removal, thinning and pruning are prohibited without written permission by the Golf Course owner.
4. Owners on the Golf Course who desire to install fencing may only use the approved metal fencing (see the *Appendix*, Section VII).
5. No play equipment, bicycles, barbeque equipment, trampolines, toys, or other such objects may be placed in the Golf Course buffer area.
6. Decks must be stained or painted if visible from the Golf Course.

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

Under the *Covenants*,<sup>12</sup> the Board of Directors for sections of the Heritage Wake Forest community that are part of sub-associations may implement more restrictive *Standards* than 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.<sup>13</sup>

### B. Who administers the Guidelines?

The Board has assigned the administration of the *Guidelines* to the Board's 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* of 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]".<sup>14</sup> Committee members are appointed by, and serve at the pleasure of, the Board.

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<sup>12</sup> 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."

<sup>13</sup> Article IX, Section 3, *Declaration of Covenants* ... authorizes the Board to establish *Guidelines*, which "carry out the spirit and intention of the *Covenants*."

<sup>14</sup> Article IX, Section 2, *Declaration of Covenants*.

The Master ARC's responsibility is:

1. to review owner's requests for changes in the exterior of the home or landscape<sup>15</sup> (this will include a site inspection of the homeowner's property),
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, either approve or disapprove. The Master ARC reserves the right to grant a variance in certain situations.

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.

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.

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,<sup>16</sup>
2. ensure that the proposed project complies with the architectural provisions of the *Covenants*, and
3. rule on these requests.

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<sup>15</sup> Exceptions to the Master ARC's responsibility are requests for change from owners residing within a sub-association and/or those requests for change that might encroach onto the Golf Course's buffer area or would impede the view of adjacent landowners.

<sup>16</sup> Exceptions to the Sub ARC's responsibility are a) requests from owners within the sub-association that might impinge on the buffer area or impede the view of adjacent landowners, b) 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:<sup>17</sup>

1. *Validity of concept*: The basic idea of the exterior change must be sound and appropriate to its surroundings.
2. *Compatibility*<sup>18</sup> *of design and materials*: The proposed change, new construction, addition, etc., must be architecturally compatible and harmonious with the design characteristics of the applicant's home, other homes in the vicinity, 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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<sup>17</sup> 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.

<sup>18</sup> 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, but are not limited to: 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, 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:

1. The owner must submit a copy of a completed *Architectural Request* form (See Section VI), with the necessary signatures<sup>19</sup> and documentation, to the Management Company at least forty-five (45) days before the anticipated start of the improvement project.<sup>20</sup>
2. 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*.
3. The Management Company forwards one copy of the completed *Architectural Request* to the Master ARC<sup>21</sup>.

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<sup>19</sup> 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.

<sup>20</sup> Many design changes require a permit from the Town of Wake Forest. The Town may not issue a permit without the written approval, so it is recommended that the Town of Wake Forest 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.

<sup>21</sup> From this point forward, references to the Master ARC may also mean the Sub ARC or the Golf Course owner, as appropriate.

4. 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*.<sup>22</sup> Additionally, the Master ARC will visit the property to further review the application.
5. 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. APPROVED: The application is approved as submitted.
  - b. DENIED: The application is denied. The owner may appeal the decision to the Master ARC within fifteen (15) business days.
  - c. 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.
6. An approved *Architectural Request* is valid for one (1) year from the date of the approval letter.
7. Once work has begun on an approved *Architectural Request*, the project must be completed within ninety (90) days
8. 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 on the Golf Course includes the following:

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

1. If the owner's *Architectural Request* involves a change that would extend into the Buffer area, the Management Company will forward the completed and date-stamped *Architectural Request* to the Golf Course owner for a decision. Upon approval from the Golf Course, the Management Company will then forward the application to the Master ARC.
2. If the owner's *Architectural Request* involves a change that does not impact the Golf Course, and, if the owner does not live in a sub-association, the Management Company will forward the completed and date-stamped *Architectural Request* to the Master ARC for a decision.

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<sup>22</sup> 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.

3. If the owner's *Architectural Request* involves a change that does not impact the Golf Course, and the owner resides in a sub-association, unless the request involves a change from the original building materials used in construction, the Management Company will forward the *Architectural Request* to the Sub ARC.

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 owner lives on the Golf Course, and if the *Architectural Request* involves a change that would extend into the Buffer area, the Management Company will forward the completed and date-stamped *Architectural Request* to the Golf Course owner for a decision. Upon approval from the Golf Course, the Management Company will then forward the application to the Sub ARC.
2. If the owner lives on the Golf Course and the *Architectural Request* involves a change that does not impact the Golf Course, and, unless the request for change involves a change from the original building materials used in construction, the Management Company will forward the completed and date-stamped *Architectural Request* to the Sub ARC for a decision.
3. 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, 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.<sup>23</sup> A majority vote of the Board is required to reverse a Master ARC decision.

## **IV. Non-Compliance with Property Standards and Architectural 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 an 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.

## **V. Contact information**

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

A homeowner with questions should contact either the Heritage Wake Forest community manager or the *Architectural Request* administrator at Charleston Management Corporation.

Phone: 919-847-3003

Fax: 919-848-1548

E-mail: [info@charlestonmanagement.com](mailto:info@charlestonmanagement.com)

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<sup>23</sup> Normally, a homeowner's appeal will be heard at the next scheduled Board meeting.

## VI. Architectural Application Information

All requests for exterior property changes must be submitted via application and approved by the Architectural Review Committee (ARC) in advance of completing changes.

To apply for your exterior changes, please follow the steps below to access the application:

1. Log onto [www.charlestonmanagement.com](http://www.charlestonmanagement.com)
2. Click on Community Information in Heritage Wake Forest
3. Go to Property Information
4. Click on Architectural Application to download a copy

If you are not able to access the website online, please contact Charleston Management at [info@charlestonmanagement.com](mailto:info@charlestonmanagement.com) for a security key or call 919-847-3003 and a Client Service Representative will be able to assist.

## 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

The fencing guidelines below apply to Heritage Wake Forest homes not otherwise controlled by sub-association requests. Any plans for construction and installation of a new fence or removal of existing fence must be approved in advance. All fences must be maintained in good condition with an attractive appearance.

1. Submissions – For your application to be considered, you must include the following in your request: plot map or survey detailing fence placement with any pertinent information easily identifiable such as right of way easements, golf course buffer, property lines etc., specific details of fence including: height, distance between vertical pickets, material, color/stain etc., and for corner lots a planting plan is required.
2. Fencing Requirements:
  - i. *Color*: White fencing is not permitted. Black aluminum fencing material is the only approved fencing for those who live on the golf course. Wooden fences must use treated wood with a clear sealer or natural cedar stain. stain requires written approval from the Master ARC.
  - ii. *Material*: Black aluminum, wood, and where permitted composite (i.e., Trex), with prior ARC approval.

- iii. *Location:* Front yard fencing is not permitted except in Heritage Reserve Court. Wooden fences are allowed only on properties that are not on the golf course. Fences in yards on the golf course may not be constructed in the buffer area and may require screening from the golf course. Fences must begin at least fifteen (15) feet back from the front edge of the house. Fences in yards on corner lots must be placed 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 2/3 of the height of fencing within two (2) years of receiving written approval. Shrubs must remain in place as long as the fence remains, and should they die, they must be replaced.
- iv. *Design Specifications:* No fence may exceed forty-eight (48) inches in its highest point and vertical pickets must be spaced at least 1½ inches apart. For wooden fences, the vertical boards must be on the outside (with the rail on the inside). Puppy panels may be installed on the bottom third of an aluminum fence panel, not to exceed a maximum of sixteen (16) inches in height. Additionally, the no finial/flat top fence design is approved for use. Fencing must be of a uniform material on the same property.
- v. *Allowable Exceptions:* Homes/properties that adjoin or abut Friendship Chapel, Heritage Lake, Rogers, S. Franklin, or Chalk Roads may construct a wooden stockade fence or composite (i.e. Trex) that is ninety-six (96) inches high for only that portion of the fence that faces those roads

## Examples of Approved Fencing

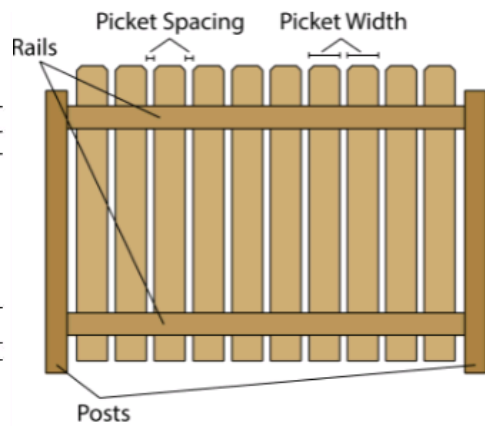
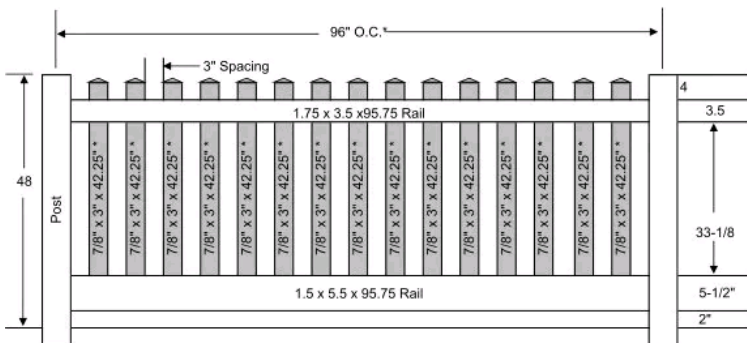
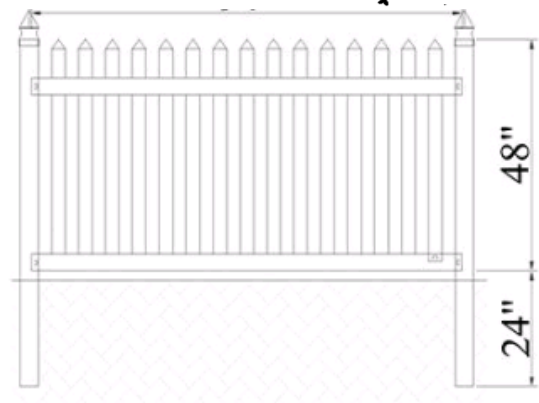
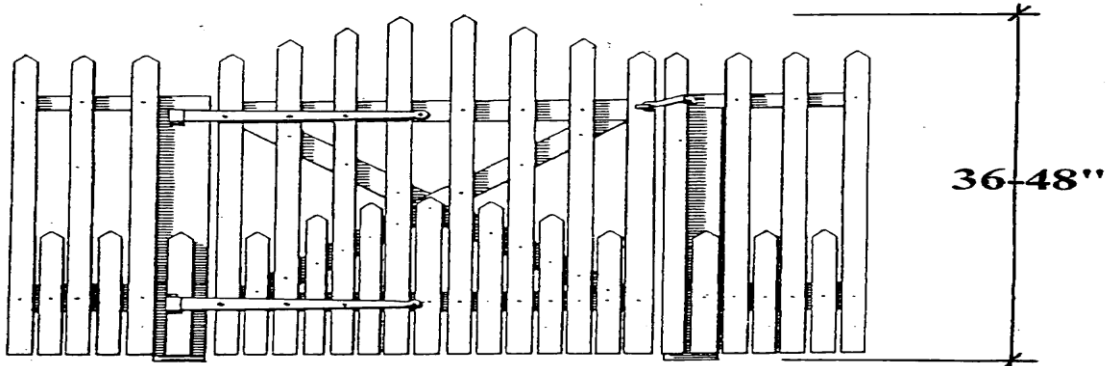
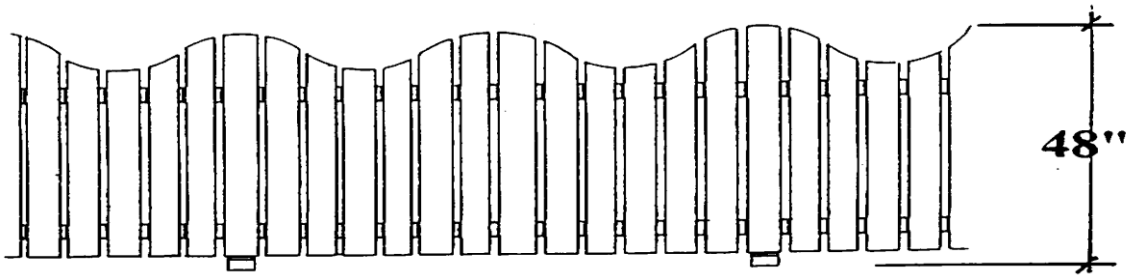
### Metal Fencing



### Finial May be Plain, Ball, or Spear



## Wooden Fencing



## B. Rain Barrels

Rain barrels that meet Heritage Wake Forest specifications are permitted, except in sub-associations with shared rain gutter systems.<sup>24</sup> Some sub-associations require approval before installation.

The specifications for approved rain barrel installation are:

1. no more than two (2) rain barrels are permitted per residence,<sup>25</sup>
2. rain barrels may be no larger than eighty (80) gallons in capacity each,
3. rain barrels may only be placed under the downspouts at the rear of the home, behind the footprint of the house
4. 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
5. if the rain barrel is visible from the golf course, shrubbery such as Ligustrum, wax myrtle, or Japanese privet, must be planted around the perimeter of barrel.

## C. Signs

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

1. Sale, resale, and “for rent” signs must:
  - a. carry the Heritage Wake Forest logo and colors with all additional print in black and
  - b. only one sign may be placed in yard of a residence. It may be placed in either the front or the backyard. If the home backs up to the golf course, a second sign is permitted to allow for one sign in the front of the home and one sign on the golf course side of the home.
2. A local source for approved sale, resale, and “for rent” signage:  
Sign-O-Rama, 919-872-1070.
3. Vendor and home improvement signs may be placed in a resident’s front yard for no more than two (2) weeks.

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<sup>24</sup> The following sub-association, with shared rain gutter systems, does not allow rain barrels: Heritage Links Townes.

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

4. 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.
5. Signs are not permitted on the right-of-way or in common areas.
6. Political signs are permitted, with the following restrictions:
  - a. the sign must be placed only in the resident's yard and not in any common areas,
  - b. the maximum dimension of a political sign may not be greater than twenty-four (24) by twenty-four (24) inches, and
  - c. the signs 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**

### **WAKE COUNTY RESOLUTION ADOPTING RULES AND REGULATIONS WITH RESPECT TO DOGS IN HERITAGE WAKE FOREST 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 community;

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Heritage Wake Forest Subdivision was recorded on 27 September 2000 at book 8693, page 1412 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 as 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:
  - 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. Heritage Wake Forest Neighborhoods<sup>26</sup>

|                    |                           |
|--------------------|---------------------------|
| Heritage Arbor     | Heritage Links*           |
| Heritage Bluffs    | Heritage Links Townes*    |
| Heritage Clubside  | Heritage Manor            |
| Heritage Cove*     | Heritage Meadows          |
| Heritage Crest*    | Heritage Midlands         |
| Heritage Fairview* | Heritage Overlook         |
| Heritage Forest    | Heritage Parkside         |
| Heritage Greens    | Heritage Parkside Townes* |
| Heritage Grove     | Heritage Place*           |
| Heritage Heights   | Heritage Point*           |
| Heritage Hills*    | Heritage Ridge            |
| Heritage Knoll     | Heritage Shire            |
| Heritage Landings* | Heritage Woods            |

## F. 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. Please see Section VI for instructions on downloading the *Architectural Request* form.

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

**Association:** The Heritage Wake Forest Homeowners Association

**Board:** The Board of Governors of the Heritage Wake Forest Homeowners Association

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

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<sup>26</sup> Neighborhoods that are also sub-associations are identified by an asterisk.

**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. At the time of purchase, the new homeowner assumes the rights and agrees to the obligations of membership in the Heritage Wake Forest 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

**Management Company:** an independent firm hired by the Heritage Wake Forest 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 is a planned community.

**Master ARC:** the Master Architectural Review Committee (Master ARC) is a Committee of the Association, as specified in the *Covenants* and the *Bylaws* of 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 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. 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.