

# Hampton Park

## *Rules & Regulations*



Version 5.2  
Revised January, 2023



## **INTRODUCTION**

The Hampton Park Rules & Regulations is designed to augment the Hampton Park Governing Documents. (Bylaws Article VII Section 1a) If any conflict or discrepancy is found between what is in this document and in the Governing Documents, the Governing Documents are to be followed.

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### **Management Company Information**

#### **Cedar Management Group**

P O Box 26844  
Charlotte, NC 28221

Phone: (704) 644-8808  
EMAIL: [support@mycmg.com](mailto:support@mycmg.com)

### **Mailing Address for Assessment Payments:**

Hampton Park Townhomes  
Care of Cedar Management Group  
PO Box 621296  
Orlando, FL 32862-1296

Online account access: [mycmg.com](http://mycmg.com)  
Homeowner Information:  
<https://app.mycmg.com/login>

*Although Hampton Park is a part of Lochmere,  
all Hampton Park issues are handled by  
Hampton Park Townhome Association.  
Do not report issues that arise at Hampton Park to the  
Lochmere Homeowner's Association.*

**The Board of Directors of the Hampton Park Townhome Association is responsible publishing the Rules and Regulations. The document is periodically updated.**

**VERSION 5.2  
January, 2023**

## Section 1

### THE HAMPTON PARK TOWNHOME ASSOCIATION



The Hampton Park Townhome Association (the Association), is a non-profit corporation. The Board of Directors (BOD), elected by the owners, is tasked with the responsibility of enforcing the Governing Documents, managing the affairs of the Association, and, as a result, keeping the quality of life at Hampton Park high. To be successful, the Association must operate as a business. Your participation, support, and enthusiasm are key ingredients to making our Association successful. To ensure that the Association functions properly, we encourage each owner to:

- pay your assessments on time.
- cooperate with your Association by following its rules and regulations.
- participate in a meaningful way.
- attend meetings and vote (through your proxy, if necessary).

#### **Responsibilities of Owners of Rented Units**

Owners are responsible for the following:

- 1) Ensure that residents, tenants, and guests of their unit(s) comply with the Association's rules, regulations, governing documents and the Town of Cary ordinances and laws.
- 2) Pay all assessments, fines, and charges incurred by residents, tenants, and/or guests at their unit(s) and within the Hampton Park community.

#### **Enforcement of Rules through Management Company**

The Association, through the BOD and management company, may enforce the Association's Declaration of Covenants, Conditions and Restrictions for Hampton Park recorded at book 3772, page 922 of the Wake County Registry (Covenants) and amended in 2022 as well as the Rules & Regulations approved by the BOD for the Association (Regulations). Every owner, as a member of the Association, has the right to proactively ensure that the Covenants & Regulations are adhered to. However, to maintain cooperation and harmony within the community, we recommend that enforcement come directly through the management company.

If a neighborly reminder does not work or that is impractical, please contact the management company with any association-related problems that need resolution or clarification.

The BOD or management company follows a written protocol to inform an offending party. Either may, by mail or email, notify the owner of any infractions of regulations and gives the owner an opportunity to correct the violation. The Association maintains adequate records and follows accepted procedures when dealing with violations. If an owner does not correct a violation or, through their actions or conduct, violate the Rules and Regulations, the Board will invite the owner to a hearing to discuss the matter prior to any action by the Board. The Board, after the owner has been provided an opportunity to respond to the allegations, may impose a fine of up to \$100 per day or per incident.

#### **Insurance**

Hampton Park homeowners own their homes and the land around their home based on their individual lot plans. The Association is responsible for insurance coverage on the **common**

**areas only.** Owners must carry casualty insurance such as HO-3 insurance, which covers the dwelling, land, personal belongings, loss of use, personal liability, and medical payments to others injured on the property. HO-3 insurance also provides coverage for all perils unless excluded. The necessity to carry HO-3 insurance on property the Association maintains is sometimes unclear to townhome owners. However, if there was a fire or other loss to the building the homeowner, not the Association, must supply the funds to rebuild and repair. Two perils that are not covered by a standard homeowner's insurance policy are damages by floods or by earthquakes. In any event, while the Association maintains the exterior of the townhomes, the Association is not responsible to carry insurance on the dwellings. Thus, it is imperative that the owner do so.

### **Assessments**

Wherever owners share common items such as roofs, streets, and grounds, it becomes necessary to manage those shared features on behalf of all owners. To ensure the maintenance and improvement of the common areas and the buildings in the community, the Association must pay for operating expenses such as exterior repairs, grounds maintenance, irrigation, painting, management company fees, and insurance premiums. In addition, the Association must accumulate reserves for the replacement of capital items such as streets, roofs, gutters, siding, walkways, etc.

As defined in the Covenants, each owner bears equal responsibility for the types of expenses mentioned in the paragraph above.

During the budget planning process each year, the BOD calculates the new monthly assessment by estimating annual expenses and deciding on an amount to contribute to reserves. The total is divided by the number of townhome units (30) to arrive at the annual assessment required of owners.

Special Assessments, as defined and set forth in the Covenants, are calculated by estimating the total expense required and dividing by the number of townhome units (30).

### **Payments and Fines**

#### **Due Date and How to Pay**

Hampton Park owners are required to pay two (2) ***different*** regular assessments to two (2) ***separate*** associations:

1. Lochmere Homeowner's Association, our Master Association, has an annual assessment that is due in January of each year. This assessment includes the use of walkways, our community pool and the Tennis Courts. For more information on the pool, please refer to the Lochmere website.
2. Hampton Park Townhome Association has an annual assessment. It may be paid annually, or in twelve equal monthly payments. The payments are ***due on the first day of each calendar month. The unit owner is responsible, in all cases, for the full and timely payment of these assessments.*** Owners are encouraged not to use the US mail to deliver checks to the management company; rather, have the amount drafted. Late payments, because of issues with the US mail, are the responsibility of the owner. Please see the revised Collection Policy herein.

### **Unpaid Assessments**

The payment of unpaid Regular Assessments (monthly or annual dues), unpaid fines or penalties, and unpaid Association Special Assessments may be enforced by the Association by placing **a lien and then beginning foreclosure proceedings** on the defaulting property pursuant to the Declaration and N.C.G.S. §47F-1-101 et seq. **Attorney and other collection fees will also be assessed against this property.**

### **Fines**

In accordance with the North Carolina Planned Community Act 47F, Covenant violations are treated like assessments and, if unpaid, are enforced by placing a lien and then beginning foreclosure proceedings on the defaulting property. **Attorney and other collection fees will also be assessed against this property.** Fines can be from \$100 per day for continuing violations. Prior to fines being imposed, the owner has the right to a due process hearing. The Hampton Park BOD, may also have the owner's privileges or services suspended for non-payment of assessments or other Covenant violations.

### **Assessment Collection Process**

See [Addendum II](#).

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## **Section 2**

### **ADMINISTRATION**



#### **Management Company**

The Association contracts annually with a management company to administer the everyday affairs of the Association. The management company collects the monthly dues, pays the bills, keeps and maintains Association records, and performs periodic inspections of Hampton Park for violations of the covenants and for routine maintenance problems. The management company and Board of Directors work together to handle suggestions, complaints, and problems from homeowners.

Even though the Association contracts with a management company who in turn has a manager for the property, much of the day-to-day management is done by members of the Board of Directors.

#### **Board of Directors**

Members of the Hampton Park Townhome Association elect the BOD. The term length is two (2) years, with staggered expiration dates to ensure continuity. Board member elections take place at the Annual Meeting. If a Board member vacates the Board for any reason, the vacancy may be filled by the remaining Directors. That person will then serve for the remainder of the uncompleted term of his/her predecessor. The BOD, unless a separate committee is appointed, is also responsible for Architectural Control. (The BOD may act as the Architectural Committee.)

Officers of the BOD are President, Vice President, Treasurer, Secretary and Director at Large. They are elected by the members of the Board. Appointments are for one (1) year.

Historically, members of the Board have a hands-on approach to maintaining and managing Hampton Park. Because of the financial challenges a small community has, it just is not economically feasible to pay the management company to perform routine tasks and manage maintenance projects. Much of the discussions about these items occur via email. Many of the documents the BOD relies on are maintained in a shared drive.

#### **Meetings**

There are three types of meetings conducted by the Hampton Park Townhome Association.

##### **Annual Meeting**

The annual meeting is held once a year to present a President's Report of the previous year's activities, review the past year's financial performance, ratify the Budget for the coming year, elect members of the BOD, update members on Old Business topics, and bring any new business items before the membership.

##### **Board of Directors Meeting**

These meetings are held on a periodic basis to manage the affairs of the Association. Items in the agenda may include: a report from the management company, a review of the Treasurer's report, a review of old business items, and entertaining new business.

Board meetings are open to Hampton Park HOA members. The meetings begin with a "Homeowners Forum" where residents can express their views or forward items of interest

that they would like to bring to the Board's attention. If the item being brought up has some amount of complexity to it, it may be a good idea to provide the Board with a written summary prior to the meeting. Occasionally, the Board meets in executive session where no other owners are allowed to attend.

Minutes of Board meetings are kept on file with our management company. Minutes are also made available to home owners on the management company's web portal.

### **Special Meetings**

Special meetings of the members may be called at any time by the Board, or by any member, pursuant to a written request by at least one half (50%) of the total membership. The notice of the Special Meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

### **Email Blasts and Web Page**

Periodically, the Board will use email to notify homeowners of important events. It is important that owners keep their contact information current with the management company and that they check their emails periodically for important information. The management company also provides information on their website for HP owners. Owners should sign into their account regularly to view important information.

### **Architectural Control**

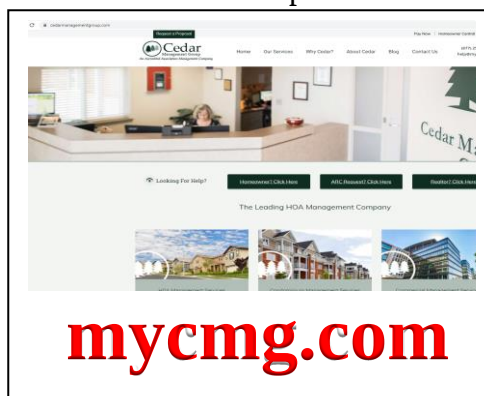
Architectural Control is a function of the Architectural Control Committee pursuant to Article IX of the Covenants.

The Architectural Control Committee (ACC) reviews all exterior modification applications. These include both structural and landscape change requests. In addition, the BOD (and/or the Management Company) performs periodic inspections of common areas, lots, and exteriors of the townhomes for compliance with the governing documents of the Association. The BOD (or Management Company) also maintains a database of all applications and their solutions for each townhome address.

### **Oversite**

The Board has the responsibility to oversee anything done to or on the property outside the individual units.

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### Section 3

## ARCHITECTURAL CONTROL COMMITTEE OVERVIEW



Architectural regulations and procedures address **any modification** (i.e., change, addition or deletion) that affects the exterior appearance of your townhome or of the landscaping around it. The BOD reviews and enforces the Association's Architectural Regulations.

Research has shown that property values are best sustained in neighborhoods where appearance standards are effectively maintained. To accomplish this in a community where residences are densely located, it is necessary to maintain some degree of *consistency of appearance*. In implementing these rules, we recognize an owner's desire for individuality. The BOD, or Architectural Control Committee, as applicable, will work with homeowners to accommodate as much individuality as is reasonably possible for a townhome community.

All exterior modification applications must be presented to the Architectural Control Committee (ACC) for review and approval must be obtained prior to the start of any work. These regulations necessitate that the owner be solely responsible for maintaining modifications made to the owner's unit and the updating of the deed to reflect these changes. The liability is then passed on to subsequent purchasers.

Guidelines for the decisions made by the ACC should be based on the following (in order of priority):

- North Carolina statutes
- The Association's Articles of Incorporation and Supplemental Articles if any
- The Association's Covenants, Conditions and Restrictions
- Potential affects to neighbors and community
- Maintaining a consistent appearance
- Aesthetically pleasing
- Historical decisions

### EXTERIOR

#### **Deterioration**

If at any time the BOD becomes aware of a property that has deteriorated to the point that it is affecting the aesthetics, health, or safety of the community, the Board will make a site inspection and will make a decision about what action, if any, is to be taken.

Based on the severity of the deterioration, the homeowner will be given a specified period of time in which to make the necessary corrections. If, after that time, the corrections have not been made to the satisfaction of the Board, the Board has the obligation to take action to enforce the architectural regulations.

#### **Modification Restrictions**

No building, structure, fence, wall, built planter, or projection from a structure, whether temporary or permanent, or affixed to the building should be commenced, erected, maintained, improved, or altered, nor any grading, excavation, tree or shrub removal, planting, change of exterior color or other modification shall be done in any way that alters the exterior appearance **of any lot or common area** without the prior written approval of the ACC. Among its responsibilities, the ACC considers harmony, the location of the exterior change in relation to the community, and the consistency of the plan and scheme with other areas.

### **Prior Written Architectural Control Committee Approval Required**

The current Architectural Control Application form (See [Addendum 3](#)) must be completed in its entirety and signed by the homeowner before the Architectural Control Committee will consider it.

To ensure conformity to the overall design of Hampton Park and compliance with its governing documents, **an owner must obtain written approval from the Architectural Committee before making any modifications to the exterior of their property.** Modifications must not detract from the quality of the neighborhood and must be compatible with the design character of the original developer's overall plan of the structures and landscaping.

Applicants will be notified via email of the Board's decision. Approval of plans or parts of plans does not guarantee acceptance of similar subsequent proposals from other owner.

### **MODIFICATION REQUESTS**

Owners must obtain approval from the ACC before installation of any of the following items.

#### **• Air Conditioner and Utility Screening**

Window or wall-through air conditioners are not permitted unless a "Request for Architectural Approval" application is submitted and accepted. Screens for air conditioners and utility fixtures are not permitted.

#### **• Porches**

Porches must meet Town of Cary building codes and will require a building permit because it is a structural addition. Owners requesting modifications are required to record a statement to this effect, at their cost with the Wake County Register of Deeds.

A Permit is required in accordance with the Town of Cary regulations and a copy must be presented to the Architectural Control Committee.

The Town of Cary recognizes two types of porches:

- A covered porch which is SCREENED ONLY
- An enclosed porch which includes WINDOWS.

The length of the Privacy/Party wall cannot be altered in any way.

A detailed preliminary scaled drawing provided by a registered engineer or architect is required and must include:

- Overall length, width, depth and height dimensions
- The type and color of materials.

#### **Standards for Covered Porches**

Plans must be completed by licensed or qualified professionals and submitted with 2 views, plus footprint with all appropriate dimensions. Color and style of finish must match present exterior of townhomes. Persons drawing plans must sign the plans with their professional title. Plans must comply with all building codes, both local and national. Enough detail must be given to allow the ACC/BOD to make an informed decision. Before construction can begin, the ACC must approve plans and local building permits must be acquired and a copy sent to the ACC. Specific changes to the structure must be spelled out with details. Licensed professionals must perform necessary electrical and/or plumbing installation.

No porch, whether screened or glassed, may extend beyond the existing roof of the building in which it is located.

ALWAYS USE A QUALIFIED CONTRACTOR TO PERFORM ANY SIGNIFICANT MODIFICATION AS IT AFFECTS THE VALUE NOT ONLY OF YOUR UNIT, BUT ALSO THAT OF YOUR NEIGHBORS AND THE ENTIRE ASSOCIATION.

• **Patio Door Awning**

An awning must be approved by the ACC prior to installation.

The homeowner is solely responsible for all costs of installation, maintenance, repair, replacement and removal of the awning. The homeowner is further solely responsible for costs associated with any damage that might occur as a result of the awning installations such as, but not limited to, rot from moisture trapped by the awning or its mechanism. The homeowner is also responsible for all costs of any modifications required; such as, relocating downspouts or adding electrical service or supporting devices. The Association assumes no direct or indirect liability for the awning, its mechanism or its maintenance. A building permit is required for electrical wiring changes.

• **Satellite Dishes**

A satellite dish may be located on any unit with an approved “Request for Architectural Approval” application for same. The BOD strongly suggests the following:

- All connecting wires should be installed to be as inconspicuous as possible
- All mounting fasteners should be adequately sealed against water intrusion

Any damage caused by the installation or removal of a dish, regardless of the location will be the sole responsibility of the homeowner.

**When a unit with a satellite dish installed upon it is under contract to be sold, the current owner must remove the dish prior to closing AND make any necessary repairs to the structure and/or roof/shingles prior to closing.**

• **Window Planter Boxes**

Window planter boxes may be replaced in locations where they were originally installed. They should be

- painted white, un-textured and undecorated, compatible with the white trim on the townhomes,
- no wider than the white trim that frames the window,
- supported by brackets installed as inconspicuously as possible,
- adequately maintained,
- kept free of dead vegetation,
- mounted and installed in a safe and secure manner.

The homeowner is solely responsible for the planter boxes and all damage caused by the installation, use and/or removal.

• **Window Glass; Front Entry, Storm and Screen Doors**

Storm and screen doors for front or rear entrances require approval (ACC) *before* installation.

Front storm doors must be

- clear, undecorated glass consisting of one glass panel,
- white enamel metal frame,
- brass, bronze, brushed steel or brushed nickel, hardware.

Pull down screens are not permitted.

The owner is responsible for the replacement, installation and maintenance costs of the front entry door.

The Association is not responsible for painting front door surfaces.

The owner is responsible for the purchase, installation, and all maintenance costs of any storm or screen doors. The owner is responsible for damage caused by storm or screen doors. The owner is responsible for the replacement or repair of window glass and screens.

#### • Fences

No structural or invisible fencing is permitted in Hampton Park. The BOD will review natural vegetative fencing plans that do not create an enclosure or stockade appearance but make creative use of plants and trees to create privacy and visual screening. Pet control fencing of any kind is not allowed.

#### • Flags

See [Addendum 1](#).

#### “For Sale”, “For Lease” or “Yard Sale” Signs

1. “For Sale” or “For Lease” signs may not be placed in any common area.
2. “For Sale” or “For Lease” signs must be placed on the unit property only and should not interfere with lawn mowing and maintenance.
3. “Open House” signs may be placed at the entrance to Hampton Park no earlier than 4:00 PM the day prior to the open house event and must be removed within an hour after the event ends. The signs may not be more than 3 square feet and may remain no more than 60 hours. A directional sign may also be placed by the fence at the entrance during the open house event.
4. Realty signs must be removed no later than seven calendar days after the house has been sold and escrow closed.
5. Owners, their agents, tenants, and guests may not place signs, of any kind along the streets or at the entrances to Hampton Park.
6. No sign may be attached directly to the outside wall of the buildings, or to any plant, tree, road sign, or mail kiosk.
7. Political signs are permitted on individual lots. They may not be installed any more than 45 days prior to the election and must be removed within seven (7) days after the election.
8. “Yard Sale” signs must follow Town of Cary rules:  
Signs for yard sales shall be allowed provided that:
  - a) Only one such sign shall be on the lot where the yard sale is located, plus no more than one additional sign shall be located on a different private property, provided such property is not a private common area.
  - b) Such sign shall not exceed four square feet in area per side and 42 inches in height.

## **Miscellaneous Architectural Modification Requests**

Always apply to the ACC for any exterior change or modification.

### **Plant Criteria**

Things to consider before requesting landscape changes:

- Will the height or span of the mature shrub/tree be a problem? If it is too close to a structure then YOU will bear the cost of pruning it – or removing it.
- Will the root system cause a problem? Might the roots grow under a walkway and cause a problem with bricks or pavement?
- Is it a "spreading" variety? Can the growth be kept in check, out of neighbor's yards and off structures?
- Will the plant be able to compete with tree roots for nourishment? Is it the appropriate plant for shade, partial sun?

### **Annual and perennial flowers**

The planting of annual or perennial flowers for ornamental color is encouraged. No ARC approval is needed if the flowers do not exceed 18" in height. All other types of flowers and flowering shrubs exceeding 18" must have Board approval. The Association encourages owners to help improve the landscape. To that end, the list shown here may guide owners in selecting the most appropriate plant for their surroundings.

### **Climbing plants**

Climbing plants such as ivy, jasmine, honeysuckle, wisteria and climbing roses are not permitted on the exterior walls of any unit as they will interfere with maintenance and increase the likelihood of insect infestation in the building. Climbing plants may be allowed only on proper trelliswork and must be contained in planters and should be trimmed periodically so they do not grow into areas where they are not allowed. The ACC will carefully review requests for climbing plants.

### **Architectural Modification Application Instructions**

This section explains procedures for owners to follow if they intend to make any modifications to the exterior of their property. If you have questions concerning a proposed modification, please contact the Management Company, the ACC, or the BOD. The Declaration allows applications to be reviewed and decided on by the ACC.

STEP 1. Prior to any alteration, addition or improvement to the exterior of your townhome, you, the property owner (not a contractor or other party) must submit an application to the ACC. The multi-page application form is available in Word®.

STEP 2. Complete the application. Submit the application as directed on the form (an email address is shown on the form), with all detailed supporting documents necessary. Keep a copy for your records.

STEP 3. The Board will acknowledge receipt of the application. It may return the application for re-submittal if it is not completed.

STEP 4. The ACC, as appropriate, will review, and approve or disapprove the application in a reasonable and timely manner.

STEP 5. Once a determination is made, the Board/ACC will notify the owner via

### **Plant Suggestions**

#### **Full Sun Annuals:**

Petunias  
Lisianthus  
Begonias  
Penta  
Marigolds  
Celosia  
Vinca  
Alyssum  
Sun Impatiens  
Lantana  
Geraniums  
Calibrachoas

#### **Full Sun Perennials:**

Salvia  
Delphinium  
Dianthus  
Ice Plant  
Cascading Lantana

#### **Part Sun Annuals:**

Impatiens  
Lobelia  
Bacopa  
Ageratum  
Polka Dot Plant  
Sweet Alyssum  
Begonias  
Dragon Wing  
Begonias

Plants that are ground covering such as: vinca vine, ivy, mint, creeping jenny, & ajuga need to be in containers to prevent invasion.

#### **Shrubs:Landscaping**

#### **Approval Needed:**

Knock Out Roses  
Encore Azaleas  
Butterfly Bush  
Loropetalum  
Leatherleaf Mahonia  
Gardenia  
Camelia  
Aucuba  
Hostas  
Ornamental Grasses  
Oak Leaf hydrangea

email. The Board/ACC may also require the applicant to seek the approval of the Lochmere Architectural Control Committee.

STEP 6. If an application is approved, the project may begin immediately upon receipt of the written notice *and* appropriate permits (if required). If the applicant receives notice of disapproval, the reasons and/or requirements will be noted on the application. The property owner may submit another application or may forward any additional information requested by the Board/ACC. If the changes planned in an approved application are not made within the time frame shown on the request, the request is then denied by the Board/ACC and no changes made.

STEP 7. If an application is disapproved by the Board/ACC, the applicant may make a written appeal for reconsideration of the decision directly to the BOD within thirty days of the date of disapproval.

STEP 8. SOME MODIFICATIONS REQUIRE TOWN OF CARY BUILDING PERMITS.

### **When is a Town, County or State Permit Required?**

A permit is required anytime work is done on a building or structure, or the systems serving the structure (including plumbing, mechanical and electrical wiring) with a few exceptions.

The North Carolina State Building Code states, "No person, firm or corporation shall erect, construct, enlarge, install, alter, repair, move, improve, remove, convert or demolish any building, structure, or service system without first obtaining a permit for such from the Inspections Department having jurisdiction."

Everyday projects requiring permits include:

- Constructing a screened porch, or sunroom,
- Finishing an attic or basement,
- Replacing a furnace or air conditioner,
- Installing gas logs or attic fans.

A permit is not required for:

- Replacement of non-structural, cosmetic building elements, such as: floor and wall coverings; moldings and trim; cabinets and casework; roof coverings with same materials, etc.
- Replacement of electrical fixtures and components when work is not done within the wall or ceiling cavity or behind the finished wall or ceiling surface.
- Replacement of plumbing fixtures when the work does not go beyond the trap seal.
- Replacement of water heaters in the same location with the same fuel source.

### **IMPORTANT NOTE:**

The Homeowner is responsible for determining if a building permit is required. Neither the ACC, the Board, nor the Hampton Park Townhome Association is responsible for determining if a building permit is required. If it is later determined that a permit was required but not obtained, the project will be deemed **disapproved** until the project is brought into compliance with the Town of Cary building codes. **All** additional costs necessary to achieve compliance will be borne solely by the property owner on the Application Form.

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## Section 4

### LANDSCAPING OVERVIEW



#### GENERAL INFORMATION

Hampton Park Townhome Association encourages homeowners to accent their homes with landscaping elements. Landscaping is one of the most frequent and cost-effective modifications a homeowner can do to improve the appearance and value of their home. It can add an immediate personal touch, as well. We suggest that homeowners seek professional assistance when making extensive landscape modifications.

The Association, through the Board of Directors, contracts with an outside vendor to maintain the common and limited common areas within the community. This includes the shrubs that are adjacent to structures. The vendor is responsible for making good decisions about our landscaping based on best practices and in accordance with the goals established mutually with the Board of Directors.

We all understand that there are many different opinions about how our grounds should be maintained relative to where and what shrubs should be used, to what height shrubs should be trimmed, etc. The Board depends on professionals to help with these decisions with input from owners. We live in one community with 30 owners. Decisions made about the landscaping, and even other items, probably won't be agreed to by all 30 owners. Thus, the Board, elected by the owners, makes decisions based on consistency and harmony and guided by best practice.

**Owners must not interfere with the work of any vendor.**

**Do not attempt to direct or interfere with their work. Doing so may result in a fine of \$100.00 for each occurrence.**

Individual owners must not attempt to direct or interfere with the work of any vendor. Doing so may result in a fine of \$100.00 for each occurrence. Relative to the vendor who performs our landscaping; comments, questions, or ideas should be directed to the Landscaping Committee of the Board of Directors.

#### Plant Criteria

Things to consider before requesting planting changes BEFORE submitting the application

- Are you replacing or adding trees/shrubs?
- Are they deciduous or evergreen?
- If deciduous, specify leaf-drop and/or bloom-drop?
- Almost all tree/shrubs are susceptible to infestation, particularly beetles and fungus. The homeowner must ask him/herself "What pests might I be inviting into Hampton Park?"
- Average height
- Average span
- Is it a "spreading" variety (particularly bulbs and dwarf specimens?)

#### COMMON LANDSCAPE REQUESTS

These require ACC approval prior to any modifications

- Tree removal/installation
- Making changes to the natural areas/flower beds

The application must include the layout of the new garden plan and all plants that will be used. If a deviation is made from the plan or list of plants prior to completion, the BOD must be notified. Any flowers in the front gardens must not exceed 18 inches in height when mature.

Planters must only be placed in mulched areas or on brick or paved surfaces to alleviate damage to lawns or irrigation.

Residents are responsible for the maintenance of any plantings they undertake including weeding and proper removal and disposal of dead vegetation.

In general, when making changes to the landscaping any change in the grade of the property should be limited. This will ensure proper drainage away from your foundation, as well as away from the neighboring properties. Additionally, the planting of shrubs and trees should be made in such a manner that they will not impede the vision of motorists. Below are a few of the major categories and some standard rules of thumb, which must be considered.

### **Trimming**

The Association hires a vendor to perform the work related to landscaping needs. This includes trimming all shrubs, whether planted by the Association or by the owner. Owners may elect to trim shrubs directly around their home more often. This is permitted as long as the result is in harmony with other shrubs nearby.

Periodically, shrubs must be hard-pruned (cut way back to about 18" from the ground). This work should only be done by the Association's vendor or after an architectural request has been approved for the work.

### **Tree Removal and Planting**

The Association is dedicated to preserving and protecting the trees and plants in the common areas. Living trees, shrubs and plants will not be removed unless they do or may adversely affect a structure or if they pose a threat to the enjoyment of the common area. Trees and shrubs that are dead or present a hazard will receive priority review. However, if a shrub planted by the homeowner dies, the owner is responsible for removing and replacing it. ***Homeowners must obtain ACC approval before any tree or shrub is removed, planted, or replanted except in the case where like-for-like is replaced because of disease or because of the plant dies.*** When ownership is transferred, the responsibility of the plants a previous homeowner planted is the responsibility of the new home owner.

### **Landscaped Beds**

Natural areas incorporating landscaped beds should be created in proportion to the home and property and designed to drain away from the unit and neighboring foundations. Residents are responsible for the cost of repairs of any damage caused by workmen to common areas, neighbors' properties, or to the irrigation system.

### **Irrigation**

The Association maintains the irrigation system. In order to avoid repairs, parking is allowed on paved areas only (***not on bricks or walkways***) as the weight of a car or truck may crush the sprinkler heads or lines. Any homeowner who is not mindful of this and allows guests or workmen to park on the lawn or in any other way causes damage to the irrigation system will

be charged for the repair or replacement of the broken head(s) and/or pipe(s) pursuant to Article VII of the Covenants.

Residents are responsible for the cost of repairs of any damage caused by workmen to common areas, neighbors' properties, or to the irrigation system.

### **Mulch and Pine Straw**

The Association applies mulch or pine straw as necessary to some common areas, tree bases, and to the flowerbeds around structures. Every effort is made to keep mulch accumulation from within six inches of building perimeters as accumulations can attract termites and insects and develop molds and fungi. If the homeowner chooses to add mulch at other times of the year it is important that this six-inch buffer be maintained.

A well-defined border may add to the attractiveness of a flower bed and also helps to keep mulch in place. Homeowners are encouraged to add borders to the areas around their home keeping in mind additions require ACC approval.

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## Section 5

### PREVENTIVE MAINTENANCE OVERVIEW



#### Exterior Maintenance

The exterior maintenance of each townhome is provided by the Association under the purview of the BOD with input from individual homeowners and experts/vendors in the appropriate field(s). Funds for the maintenance of the exterior of the structures such as yard maintenance, common area landscaping, minor repairs to the siding or trim, caulking, and minor shingle repair and replacement are dedicated line items in the Association's budget. Long-term, major exterior repairs of the structures, improvements to the landscaping, and to the roadways comes from the Reserve Account. The Association plans for long-term expenses using what is normally referred to as a Reserve Study. To pay for these long term costs, the annual budget includes transfers to a Reserve Account from which these improvements are paid.

When emergencies arise that may cause damage to the interior of home or to residents, the BOD and management company will make every effort to address those issues in a timely manner. Other repairs that are routine in nature and brought to the attention of the BOD by the owner or during inspections are done when it is expedient to do so. In many cases, minor repairs are grouped together so they can be completed by a vendor in one trip (to save money). The BOD must schedule other repairs as money is available.

Section 6 identifies responsibility for various items.

#### Exceptions

The Association is **not** responsible for any **interior** maintenance of **any** townhome. The Association is **not** responsible for windows, screens, doors, light bulbs, for example.

#### Exterior Painting

The exterior trim and siding on all townhomes in Hampton Park shall be maintained by the Association and **not** by individual townhome owners. Painting shall be in accordance with the schedule set forth by the BOD for timely maintenance. Homeowners may “touch-up” the paint on their homes providing the correct color of paint is used. The paint colors used at HP are shown here (right). In particular, homeowners can help reduce maintenance costs and repairs by making sure seams in wood are sealed and any peeling paint is repaired with a sealant and new coat

**Siding color** - Sherwin Williams Super Paint, Super White satin (exterior)

**Trim color** - Sherwin Williams Super White, Satin, (exterior)

**Shingles** – The shingles used in 2012 are no longer available. Currently, replacement shingles are Certaineed Landmark SAINT GOBAIN (similar in color and quality to the existing shingle).

#### Sewer Lines

The sewage outflow lines in Hampton Park are small. It is imperative that no wipes, tampons, cat litter clumps, or any other material that is not readily biodegradable be flushed down toilets.

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## Section 6

### Hampton Park Maintenance & Service Responsibility Chart



| Building Maintenance*                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Building Exterior Surface</b>             | <b>Owner:</b> Repair or replacement if caused by willful or negligent act of owner or owner's family, guests or invitees or if the repair or reconstruction would typically be covered by a casualty policy is an owner responsibility.<br><b>Association:</b> Except as above, all maintenance, repair, replacement, and painting, including siding and trim, is the responsibility of the Association.                                                                                                                                                                      |  |
| <b>Building Interior</b>                     | <b>Owner:</b> All interior repairs.<br><b>Association:</b> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>Doors</b>                                 | <b>Owner:</b> All painting, maintenance, repair and replacement of doors and door frames, including, but not limited to, door jamb, storm doors, locks, kick plates, hinges and doorbells.<br><b>Association:</b> None                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>Gutters &amp; Downspouts FRONT</b>        | <b>Owner:</b> None, unless the original equipment has been replaced or altered by the owner (or past owners). If the gutters have been replaced or altered (to include leaf guards, for example) by an owner the owner and future owners accepts full responsibly for maintenance.<br><b>Association:</b> All maintenance, repair, and replacement. Gutters, downspouts, or improvements installed by the homeowner are the homeowner's responsibility. Changes require approval from the ACC.                                                                                |  |
| <b>Gutters &amp; Downspouts REAR</b>         | <b>Owner:</b> All maintenance, repair, and replacement.<br><b>Association:</b> Oversight                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>Gutters &amp; Downspouts SPECIAL NOTE</b> | <p>Owners should work with the Association by installing extensions on downspouts so that water is carried away from the structure. Downspouts should help keep the area around deck supports dry to prevent rot.</p> <p>On the roof, downspouts should not empty water near a roof line. Flashing along roof lines is not designed to handle a flow from a downspout. Water may overflow the flashing and cause damage within the structure. Downspouts should not be released perpendicular to shingles as the flow may force water under the shingle and cause damage.</p> |  |

|                                 |                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>French Drains</b>            | <b>Owner:</b> All maintenance, repair and replacement whether installed by the current or any previous owner.<br><b>Association:</b> Maintenance of drains installed by the Association or by the builder.                                                                                                                                                              |
| <b>Lights Exterior Building</b> | <b>Owner:</b> All maintenance, repair and replacement if the light is controlled by the owner.<br><b>Association:</b> Maintenance, repair and replacement only if the Association pays for the electricity                                                                                                                                                              |
| <b>Chimney</b>                  | <b>Owner:</b> Maintenance and repair of the chimney (including the mortared masonry, crown, flues and flu covers, and chimney chase cover).<br><b>Association:</b> Oversight                                                                                                                                                                                            |
| <b>Roof</b>                     | <b>Owner:</b> Repair and replacement of structural components of roof such as roof trusses, repair and restoration of interior damage caused by roof leak.<br><b>Association:</b> Repair to source of roof leak, repair and replacement of shingles, felt and flashing, roof decking (plywood sheathing).                                                               |
| <b>Front Porch</b>              | <b>Owner:</b> Routine cleaning, removal of snow and ice. Repair and maintenance of porch and steps.<br><b>Association:</b> None                                                                                                                                                                                                                                         |
| <b>Structural</b>               | <b>Owner:</b> All maintenance, repair and replacement of building structural components (i.e. walls, floor joists, roof trusses, foundation, etc.). Responsible for inspections, treatments and repairs necessitated by termites, insects and other infestations.<br><b>Association:</b> None.                                                                          |
| <b>Vents, Ducts, Flues</b>      | <b>Owner:</b> All maintenance, repair and replacement of dryer and bathroom vents, dryer ducts, attic fans, etc., including removal of insects and animals.<br><b>Association:</b> Roof Vents.                                                                                                                                                                          |
| <b>Windows</b>                  | <b>Owner:</b> All maintenance, repair and replacement of windows (glass, sash, rail and grill), including, but not limited to casings, screens and window mechanisms.<br><b>Association:</b> The maintenance of the trim and window sill surrounding the window is the responsibility of the Association unless the repair is necessitated because of owner negligence. |

\* Owners who make modifications to the common area may be responsible for maintaining and repairing these areas. If the house changes ownership, the responsibilities are passed on to any new owner.

| Exterior*                           |                     |                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sunrooms</b>                     | <b>Owner:</b>       | All maintenance of interior; windows, window glass, doors, door glass, door frames. Same as with the rest of the house.                                                                                                                                                                                                                                                                               |
|                                     | <b>Association:</b> | Paint, repair siding and trim.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Screen porches</b>               | <b>Owner:</b>       | All maintenance and repair of exterior, interior, and replacement and upkeep of screens.                                                                                                                                                                                                                                                                                                              |
|                                     | <b>Association:</b> | None                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Trash Bin Enclosures</b>         | <b>Owner:</b>       | All maintenance, repair, and replacement                                                                                                                                                                                                                                                                                                                                                              |
|                                     | <b>Association:</b> | None                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Decks</b>                        | <b>Owner:</b>       | All maintenance and replacement of boards (including steps and supports for steps) on which the owner walks as well as the top rail around the deck. This includes protecting these surfaces with a waterproof stain or paint and keeping seams sealed/caulked. If a lack of maintenance or negligence causes damage to the other components of the deck, the owner is responsible for those repairs. |
|                                     | <b>Association:</b> | All maintenance and repairs of the structure (footings, support posts, beams, bridging, joist, ledger and hardware) and of the surrounding walls.                                                                                                                                                                                                                                                     |
| <b>Driveways and parking spaces</b> | <b>Owner:</b>       | Routine cleaning; removal of snow and ice. Repairs cause by liquids leaking from the owner's or owner's guests.                                                                                                                                                                                                                                                                                       |
|                                     | <b>Association:</b> | Seal and resurface when needed.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Carport Pad</b>                  | <b>Owner:</b>       | Routine cleaning; repair, or replacement.                                                                                                                                                                                                                                                                                                                                                             |
|                                     | <b>Association:</b> | None                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Satellite Dishes</b>             | <b>Owner:</b>       | All maintenance, repair, and replacement. Must have ACC approval to install. The owner is responsible for any damage or repairs required because of the dish or because of the removal of the dish.                                                                                                                                                                                                   |
|                                     |                     | <b>NOTE:</b> When an owner intends to sell their unit, any satellite dish installed by this owner or any previous owner must be removed prior to the owner's closing and the account transferred to the new owner. Any damage must be repaired to the satisfaction of the Association.                                                                                                                |
|                                     | <b>Association:</b> | None                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Sidewalks</b>                    | <b>Owner:</b>       | Routine cleaning; removal of snow and ice; any damage caused by or resulting from abuse or chemicals (salt, petroleum products, paints, etc.).                                                                                                                                                                                                                                                        |
|                                     | <b>Association:</b> | All maintenance, repair and replacement. Brick sidewalks will be repaired as needed by the Association.                                                                                                                                                                                                                                                                                               |
|                                     | <b>Note:</b>        | It is not reasonable to expect a brick sidewalk to be level. It is reasonable to expect people to exercise due caution when walking over bricks as one brick may not be at the same grade as another.                                                                                                                                                                                                 |

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Walkways</b>         | <p><b>Owner:</b> Walkways created by the owner or past owners of the unit they serve are the responsibility of the current owner. Walkways that have been created by the owner using decorative tiles, flagstone, etc, must be stable and free of trip hazards. Owner installed walkways must be maintained by the owner. This includes weeding, grass removal, leveling, stabilizing, and cleaning.</p> <p><b>Association:</b> None</p>                                                                                                                                                                                                                                                                                                               |
| <b>Stairs</b>           | <p><b>Owner:</b> Porch and deck stairs</p> <p><b>Association:</b> Stairs along the brick walkways but not those to porches.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Window Boxes</b>     | <p><b>Owner:</b> All maintenance, repair, and replacement.</p> <p><b>Association:</b> None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Streetlights</b>     | <p><b>Owner:</b> None.</p> <p><b>Association:</b> Maintenance, repair and replacement performed by Duke Energy Progress. Call (800) 452-2777 to report the pole number printed on the streetlight.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Streets</b>          | <p><b>Owner:</b> None, unless repair or replacement is necessitated by damage caused by the owner or resulting from the owner's vehicle.</p> <p><b>Association:</b> Pot hole repairs, protective sealing, and asphalt overlay as necessary</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Trash Containers</b> | <p><b>Owner:</b> All maintenance, repair and replacement of owner's containers. Containers should be stored away from public view as much as possible.</p> <p><b>Association:</b> None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Trash Bins</b>       | <p><b>Owner:</b> All maintenance, repair and replacement of bins that enclose the containers.</p> <p><b>Association:</b> None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Pests</b>            | <p><b>Owner:</b> Responsible for ridding the interior of any pests; to include rodents (including squirrels), snakes, and bats. The homeowner may have work done on the interior of the unit (attic and crawlspace) to prevent entry. Squirrels find our attics a warm place to go during the winter. You can take steps to prevent squirrels from entering and staying in your attic: click <a href="#">here</a>.</p> <p><b>Association:</b> If a pest/rodent has damaged the exterior (gnawed a hole, for example) the Association will repair the damage to the exterior. The Association must be notified of said damages prior to them being repaired by the owner's vendor in order for the Association to reimburse the owner for the work.</p> |

| <b>Grounds and Landscaping</b> |                                                                                                                                                                                                                                                                                                                                                                |  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Yards</b>                   | <b>Owner:</b> Responsible to ensure grounds are free and clear of obstructions which would hinder the Association's grounds contractor.<br><b>Association:</b> Responsible to maintain the grounds.                                                                                                                                                            |  |
| <b>Irrigation System</b>       | <b>Owner:</b> Responsible for the repair or replacement of parts damaged by the owner or guests.<br><b>Association:</b> Responsible for the maintenance, repair and replacement of the irrigation system, and providing water for the system.                                                                                                                  |  |
| <b>Gutter Cleaning</b>         | <b>Owner:</b> Responsible for additional cleanings beyond the Association's scheduled cleanings.<br><b>Association:</b> Responsible for gutter cleaning.                                                                                                                                                                                                       |  |
| <b>Mulch Beds</b>              | <b>Owner:</b> Owners are encouraged to provide additional maintenance (weeding, mulch, borders) of existing beds as desired. Additions or modifications of plant materials or beds require prior ACC approval.<br><b>Association:</b> Responsible for maintaining the beds, including mulching and weeding, as determined by the BOD.                          |  |
| <b>Trees &amp; Shrubs</b>      | <b>Owner:</b> All maintenance, and replacement if installed by the current or previous owner. Alterations may require ACC approval.<br><b>Association:</b> Responsible for maintenance (trimming, planting, removal and replacement) at the discretion of the BOD. The decision to replace trees that have to be removed is at the sole discretion of the BOD. |  |
| <b>Brick Planters</b>          | <b>Owner:</b> All maintenance and replacement. Plantings should be maintained and should conform to overall plan. In some cases, owners may want to discuss new plantings with neighbors in the interest of harmony and overall appearance.<br><b>Association:</b> None.                                                                                       |  |
| <b>Brick Curbs</b>             | <b>Owner:</b> Not responsible for maintenance. However, owner is responsible for damage done to curb from negligence. (Example: Homeowner or their guest parking on curb.)<br><b>Association:</b> Maintenance and Repair                                                                                                                                       |  |

| Utilities                                       |                     |                                                                                                                                                                                                                                           |
|-------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Air Conditioning &amp; Heating Units</b>     | <b>Owner:</b>       | All maintenance, repair and replacement                                                                                                                                                                                                   |
|                                                 | <b>Association:</b> | None.                                                                                                                                                                                                                                     |
| <b>Cable TV</b>                                 | <b>Owner:</b>       | All maintenance, repair and replacement. If external cable routing modifications cause water leakage into the interior it is the homeowner's responsibility                                                                               |
|                                                 | <b>Association:</b> | None.                                                                                                                                                                                                                                     |
| <b>Electrical</b>                               | <b>Owner:</b>       | All maintenance, repair and replacement, except for builder installed exterior post lights.                                                                                                                                               |
|                                                 | <b>Association:</b> | Builder installed exterior post lights.                                                                                                                                                                                                   |
| <b>Gas</b>                                      | <b>Owner:</b>       | All maintenance, repair and replacement.                                                                                                                                                                                                  |
|                                                 | <b>Association:</b> | None.                                                                                                                                                                                                                                     |
| <b>Telephone</b>                                | <b>Owner:</b>       | All maintenance, repair and replacement.                                                                                                                                                                                                  |
|                                                 | <b>Association:</b> | None.                                                                                                                                                                                                                                     |
| <b>Water &amp; Sewer</b>                        | <b>Owner:</b>       | All maintenance, repair, and replacement to water lines from the individual meter to the house and all interior pipes. All interior sewer lines and exterior as far as the common cleanout for the building in which the unit is located. |
|                                                 | <b>Association:</b> | From common cleanout to ten feet from Cary sewage cleanout.                                                                                                                                                                               |
| Services                                        |                     |                                                                                                                                                                                                                                           |
| <b>Townhome Insurance</b>                       | <b>Owner:</b>       | Responsible for maintaining any and all insurance on the unit, including, but not limited to individual general liability and property insurance covering the unit, betterments & improvements, and personal property.                    |
|                                                 | <b>Association:</b> | None                                                                                                                                                                                                                                      |
| <b>Snow &amp; Ice Removal</b>                   | <b>Owner:</b>       | Sidewalks, driveways.                                                                                                                                                                                                                     |
|                                                 | <b>Association:</b> | None                                                                                                                                                                                                                                      |
| <b>Termite Inspections &amp; Insect Control</b> | <b>Owner:</b>       | All inspections, treatment, and control. Responsible for damage resulting from termite infestations.                                                                                                                                      |
|                                                 | <b>Association:</b> | None                                                                                                                                                                                                                                      |
| <b>Trash Removal</b>                            | <b>Owner:</b>       | Removal of large, bulk items that cannot fit in trash cans.                                                                                                                                                                               |
|                                                 | <b>Association:</b> | None                                                                                                                                                                                                                                      |

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## Section 7

### GUIDE FOR LIVING AT HAMPTON PARK

*Note: It is the responsibility of the homeowner to provide a copy of this section to their renters and/or guests. The owner is responsible for violations of these guidelines by their renters and/or guests.*

#### Grounds Overview

Regulations and procedures have been developed with the goal of allowing as much individual decision-making and the least amount of intrusion as possible within a framework of consistency and in accordance with the Governing Documents of Hampton Park. A goal is to maintain and increase our property values. Many sensitive issues, such as parking and pets, were reviewed. The BOD adopted these regulations after careful deliberation. The BOD, along with the management company, make routine inspections of limited common areas and of the common areas. Even though the lot is the property of the owner, there are common areas and limited common areas within the lot. The Association has control and may have responsibility for those areas whether they are within a lot or not. The individual units (structures) are owned by individuals but the Association has control of and may have responsibility for the exterior of the structure.

Although most exterior modifications are addressed in the owner's sections, several alterations overlap into exterior grounds activities that homeowners and tenants may choose to initiate. Therefore, information and regulations essential to both homeowners and tenants are included in this section.

#### Modifications and Maintenance

- The owner must apply to the ACC for its approval **prior** to initiating any exterior modifications.
- Modifications may not impede access for anyone with authorized business on the lot.
- Modifications may not create a potential additional expense for the Association.
- Modifications may not encroach onto the common areas.
- Modifications must not extend beyond the existing roof.
- Modifications must follow the Town of Cary permitting process, if applicable.
- The expense of maintenance of any modifications is the responsibility of the owner and subsequent purchasers of the unit. Owners requesting modifications may be required to record a statement to this effect at their cost with the Wake County Register of Deeds.
- Every effort will be made by the BOD to ensure that modifications conform and are in harmony with the architectural and landscape character and quality of the community.
- Planters must only be placed in mulched areas or on paved surfaces to alleviate damage to lawns or irrigation.
- Residents are responsible for the maintenance of any plantings they undertake including weeding and proper removal and disposal of dead vegetation.

#### Definitions

**Association:** Hampton Park Townhome Association

**Owner:** The person(s) or entity on the deed to the unit

**Governing Documents:** The Articles of Incorporation, the By-Laws, and the Declaration of Covenants, Conditions and Restrictions for Hampton Park TA

**Rules and Regulations:** The Board of Directors, pursuant to the Governing Documents, may establish additional rules and regulations that apply to all owners, tenants, and guests. These may be updated as required.

**Board of Directors:** Owners elected to enforce the Governing Documents.

**Common Area:** Any area dedicated for the use and enjoyment of all owners.

**Limited Common Area:** Any area dedicated for the exclusive use of one or more but not all of the owners.

**Lot:** A plot of land within the community owned by an individual(s).

## Flags

The flag of the United States of America may be flown and displayed according to the rules of the Federal Government.

Freestanding ground anchored flagstaffs are not permitted. Flag brackets may not be mounted on any exterior wall made of wood (not siding) of the townhouse. A flag bracket placed on a solid wood surface must be placed at a level so the flag does not touch the ground and so the flagstaff does not impede or endanger pedestrians or motor vehicles. Owners shall be responsible for any damage caused by affixing brackets to exterior surfaces.

Flags, garden flags, and door hangings that align with the harmony of the community are permissible. For example, there should be no flags that are related to any political agenda nor any that may be deemed controversial or offensive. Decorative garden flags should not be placed in grassy areas that are maintained by the Association. The determination of what is permissible rests solely with the Hampton Park BOD.

## “For Sale”, “For Lease” or “Yard Sale” Signs

1. “For Sale” or “For Lease” signs may not be placed in any common area.
2. “For Sale” or “For Lease” signs must be placed on the unit property only and should not interfere with lawn mowing and maintenance.
3. “Open House” signs may be placed at the entrance to Hampton Park no earlier than 4:00 PM the day prior to the open house event and must be removed within an hour after the event ends. The signs may not be more than 3 square feet and may remain no more than 60 hours. A directional sign may also be placed by the fence at the entrance during the open house event.
4. Realty signs must be removed no later than seven calendar days after the house has been sold and escrow closed.
5. Owners, their agents, tenants, and guests may not place signs, of any kind along the streets or at the entrances to Hampton Park.
6. No sign may be attached directly to the outside wall of the buildings, or to any plant, tree, road sign, or mail kiosk.
7. Political signs are permitted on individual lots. They may not be installed any more than 45 days prior to the election and must be removed within seven (7) days after the election.
8. “Yard Sale” signs must follow Town of Cary rules:  
Signs for yard sales shall be allowed provided that:
  - Only one such sign shall be on the lot where the yard sale is located, plus no more than one additional sign shall be located on a different private property, provided such property is not a private common area.
  - Such sign shall not exceed four square feet in area per side and 42 inches in height.

## Holiday Displays

Association restrictions regarding exterior and landscape display lighting are **suspended annually from Thanksgiving Day until January 15** the following year, as long as the decorative lighting

- does not endanger, or unreasonably disturb or inconvenience Association residents,
- does not interfere with the operations of the landscaping crew,
- is removed from the exterior premises in its entirety by January 15.

The owner is responsible for any damage caused by the installation, use, or removal of holiday lighting.

## **Hot Tubs**

Hot tubs are not allowed, unless a “Request for Architectural Approval” application is submitted and approved by the ACC.

## **Play Equipment**

Permanent play equipment is prohibited in the common areas and on individual lots.

Basketball hoops, backboards, and other sport goals are prohibited.

Non-permanent play equipment should be stored out of sight when not in use, (not under decks). Items such as bicycles and toys must be removed from front, rear and side yards, walks, entries, and carports when the items are not in use.

Residents are responsible for keeping non-permanent play equipment out of the way of landscaping and maintenance crews, and are responsible for repairing any damages caused to grounds or structures by any such play equipment.

## **Animals and Pets**

Any questions or complaints about violations of the rules below should be addressed to the Town of Cary.

All residents must adhere to the Town of Cary rules regarding pets. Therefore

- animals must be restrained at all times when not in the townhome.
- dogs and cats over four months old must be inoculated against rabies.
- any person owning or in charge of any dog/cat must immediately remove and properly dispose of feces deposited by the dog/cat per Town of Cary law.
- public nuisance animals are prohibited.

A public nuisance animal is one that

- is repeatedly at large.
- damages the property, including plants, of anyone other than the owner.
- is vicious.
- causes fouling of the air from odors.
- by virtue of the number or type, is offensive or dangerous to the public's health, safety, or welfare.
- makes disturbing noises.
- is diseased or dangerous to the public's health.
- causes unsanitary conditions of surroundings.

Animals may not be left outside unattended.

Doghouses or exterior pet pens are not permitted under any circumstances. Only indoor pets are allowed.

The owner of the unit in which an animal resides or is visiting is responsible for the cost of repairing any damage caused by the animal to the unit and/or Association property

## **Clotheslines**

Exterior clotheslines are prohibited.

## **Commercial and Private Soliciting**

Soliciting of any kind within Hampton Park is prohibited.

**Dogs must be kept on a leash when outside. Owners must pick up after their pet(s). Not doing so may result in a fine of \$100.00 for each occurrence.**

## **Garbage, Trash and Recyclable Materials**

The Town of Cary provides trash and recycling containers. All garbage, trash and recyclable materials must be secured and kept inside containers or plastic bags when placed at the curb for collection. Garbage and recycling containers, when stored, must be concealed and should be placed at the curb no earlier than 4 P.M. on the evening before scheduled collection. Garbage and recycling containers must be removed from the exterior before sunset on the day the collection was scheduled. Disposal of any garbage, including animal litter, trash, or debris is not permitted anywhere in Hampton Park or its common areas.

For residents who dispose of items too large to fit into containers; place them in the centrally located area designated for these items no sooner than 4:00 P.M. on the afternoon before pickup. If the Town of Cary fails to pick up any of these items the person or persons who placed the items in the central location should remove these items by 7 PM on the day of garbage pickup and dispose of them. Do not leave these items in the common area or on your lot. Do not place items in the centrally located area before the designated day and time. Your neighbors do not want to look at them.

PER LOCHMERE RESIDENTIAL STANDARDS; GARBAGE AND REFUSE CONTAINERS SHALL BE CONCEALED WITHIN A SCREENED OR DESIGNED INTEGRALLY WITH THE BUILDING IN THE MOST INCONSPICUOUS MANNER POSSIBLE SO THEY MAY NOT BE SEEN FROM NEIGHBORING PROPERTIES OR FROM THE STREET.

## **Grills**

No Charcoal grills are allowed on decks, individual lots, carports, or in the common area. Gas and electric grills are allowed on decks.

## **Gazebo**

The gazebo, located on the west end of the property, may only be used by owners at Hampton Park. Owners who use the gazebo are responsible for cleaning up after using it. Use the gazebo at your own risk.

## **Lawn Maintenance**

The Association contracts with a vendor to perform the maintenance of yards and other common areas. This is normally a weekly occurrence. Do not attempt to direct or interfere with the work of any contractor. Each individual unit owner however, has a responsibility for keeping their own yard (front, rear and side, if applicable) in a neat and presentable condition, including:

- keeping litter, toys, boxes, tools, and supplies, etc. off the premises,
- watering rear yards and side yards, if applicable, that are not served by the sprinkler system.

**Owners must not interfere with the work of any vendor.**

**Do not attempt to direct or to interfere with their work. Doing so may result in a fine of \$100.00 for each occurrence.**

## **Noise**

The following are *prohibited* within Hampton Park:

- sounding of a horn or any other device on any vehicle except as a danger signal,
- playing any musical instrument, radio, television, phonograph, or stereo in a manner that disturbs the quiet or comfort of any person in any neighboring unit(s),

- operating any motor vehicle without a properly functioning muffler or other noise-diminishing device, which will effectively prevent loud or explosive noise,
- firing or discharging firearms,
- the discharge of fireworks,
- keeping any animal that makes noise that disturbs the quiet or comfort of any person,
- any other activity that disturbs the quiet or comfort of any person(s).

## **PARKING REGULATIONS**

### **No Assigned Parking:**

- There is no assigned parking within Hampton Park with the exception of units with carports which are considered to be part of the unit. There is sufficient space for each unit to park two vehicles. It works best when residents park in front of their units.
- Residents may temporarily park their passenger vehicles in designated common parking areas, but may not park in these areas routinely.

### **Areas of Prohibited Parking:**

Parking is not permitted by anyone in the following areas:

- on grassy areas. This prevents damage to the sprinkler system and to landscaping.
- on streets or driveways for extended periods of time. Do not obstruct easy access to all areas by emergency and other vehicles.
- within ten feet of a fire hydrant.
- on any portion of a walkway or sidewalk.
- in an area that blocks access to a mailboxes.

### **Parking for Non-Residents:**

Parking by non-residents is permitted only while visiting residents. Residents are responsible for ensuring that guests adhere to parking regulations.

### **Boats, Campers, Trailers, Limousines and Large Vehicles:**

The exterior parking of boats, campers, trailers, limousines, and oversized vehicles is prohibited in Hampton Park.

### **Inoperable or Unregistered Vehicles:**

Inoperable or unregistered motor vehicles and motor vehicles not displaying current license plates may not be driven or parked within Hampton Park. Inoperable or unregistered motor vehicles may be towed at the owner's expense.

### **Areas Where Operation is Prohibited:**

Operation of any motorized vehicle, with the exception of maintenance vehicles authorized by the Association, is not permitted on lots, lawns, sidewalks, walking paths, common or wooded areas without the *prior* authorization of the BOD.

### **Repair of Vehicles:**

Only minor and emergency repairs to vehicles are allowed on the premises. Once initiated, repairs must be completed within forty-eight hours. Owners are responsible for the cost of repairing any damage to common areas caused by vehicle repair work.

### **Speed Limit:**

The maximum speed limit within Hampton Park is 15 miles per hour.

## Vendors

The Association contracts with vendors to perform work in the community. The work is defined by the board and agreed to by the vendor. The Board will strive to keep owners informed about work that is to be done but may not be able to do so for many reasons. For vendors, their time is money. Stopping to explain what is being done to one or more owners is costly to them. It may also take away from the time they have to work on other parts of the community and it may add to the cost paid by the Association for their work. **For that reason, the Board requests owners NOT stop vendors from working in order to ask about what they are doing or about other items.** Questions should be directed to the Board.

**Owners must not interfere with the work of any vendor.**

**Do not attempt to question, direct or to interfere with their work. Doing so may result in a fine of \$100.00 for each occurrence.**

## Yards, Walks, Entries and Patios

Residents are responsible for keeping their front, rear or side yards, walks, entries and decks and underneath decks free of trash and litter.

Front, rear or side yards, porches and decks and carports must not be used as storage areas for boxes, tools, building supplies and other items that are not usually associated with these areas. Outdoor furniture (lawn chairs, chaise lounges, gliders, etc.) is only permitted on decks.

## Garbage and Refuse Containers

*Per Lochmere residential development standards:* Garbage and refuse containers shall be concealed with a screen or designed integrally with the building in the most inconspicuous manner possible so that they may not be seen from the street *or from neighboring properties*. Remember, the rear of your building is visible to your neighbors!

## General information

- We do not all share the same philosophy of design and decoration. For this reason it is important to **limit exterior decoration** to one or two small items neutral in color, (grey, bronze, copper, etc.)
- Replacement windows: Kelly Windows are pre-approved replacement windows in Hampton Park. All other replacement windows must be approved by the ACC.
- There is an approved design for screened porches available. (End units only)
- Exterior paint color: Siding: Sherwin Williams Super White exterior, Trim: Sherwin Williams Super White gloss exterior
- Exterior wrought iron handrail: Dakota Fab and Welding. Phone: 919-881-0027
- Handicap ramps are allowed with an accepted "Request for Architectural Approval" application but must be removed when no longer needed
- All window treatments, blinds, drapes, shades, etc. should appear white when viewed from the exterior. Window treatment should appear uniform when viewed from the outside (blinds hanging at the same height, for example).
- Any change in front door color must be approved by the ACC.
- Exterior hardware, (door knobs, hinges, etc.,) may be brass, brushed nickel, or bronze.

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## **Addenda**

### **Addendum 1: June 18, 2019**

The flag of the United States of America may be flown and displayed according to the rules of the Federal Government.

Freestanding ground anchored flagstaffs are not permitted. Flag brackets may not be mounted on any exterior wall of the townhouse. A flag bracket placed on a solid wood surface must be placed at a level so the flag does not touch the ground and so the flagstaff does not impede or endanger pedestrians or motor vehicles. Owners shall be responsible for any damage caused by affixing brackets to exterior surfaces.

Flags, garden flags, and door hangings that align with the harmony of the community are permissible. For example, there should be no flags that are related to any political agenda nor any that may be deemed controversial or offensive. Decorative garden flags should not be placed in grassy areas that are maintained by the Association. The determination of what is permissible rests solely with the Hampton Park BOD

[Back to Flags](#)

**Assessment Collection Policy for Delinquent Dues and Associated Late Fees  
for The Hampton Park Townhome Association, Inc  
(Adopted June 18, 2019)**

**DELINQUENCY POLICY**

The policy below shall apply to all Hampton Park Townhome Association property owners who become delinquent in paying their assessments or late fees. Assessments are due on the first (1<sup>st</sup>) of each month.

This Delinquency Policy allows the Board and/or Management Company to execute the collection proceedings against any homeowner that falls delinquent under this policy. The BOD will waive a late fee once for any homeowner.

Upon a property owner becoming **30 days delinquent in dues or late fees**, a late fee of \$25 will be added to the account. By the 10<sup>th</sup> of the month following the month in which the dues are delinquent, a letter (**first late notice**) will be sent to the homeowner reminding the owner that (1) their payment has not been received, (2) that a late fee of \$25.00 has been assessed, and (3) late fees will continue to be assessed at a rate of \$25.00 each month as long as there is a positive balance.

Upon a property owner becoming **60 days** delinquent in dues or late fees, a **second late** notice will be sent to the homeowner by the 10<sup>th</sup> of the month following the 60-day delinquency.

Upon a property owner becoming **90 days** delinquent in dues or late fees and the amount owed is greater than \$254, a **15-day Demand Letter** will be sent (by certified mail) to the property owner. The Demand Letter will provide the property owner

1. with their account summary showing the dates the dues were delinquent and any late fees imposed,
2. with notification that late fees will continue to be assessed,
3. with notification that the referenced account may be referred for collections and a lien filed if full payment is not received by the Demand Letter deadline (15 days from the date the letter was received),
4. with notice that an administrative fee of \$75.00 has been charged to the homeowner's account for the letter,
5. with information on whom to contact regarding this issue.

Until such time the amount owed is greater than \$254, a second late notice will be sent to the homeowner at the end of each month.

The BOD and/or the Community Manager (on behalf of the Board) will use good judgment to negotiate, establish, and accept payment plans from owners in lieu of legal action. Any owner negligent in making payments as planned will be considered delinquent from the initial time the assessment was due. The BOD may elect to proceed with legal action without further

warning notices. An administrative fee of \$50.00 will be charged to the homeowner for the implementation of a payment plan arrangement.

If payment is not received by the 15-day Demand Letter deadline, then the BOD (or the Community Manager acting on behalf of the Board) may turn the account over to an Attorney or Collections Agent acting on behalf of the Association.

Once an account is referred to the attorney, all payments and all correspondence will be directed through the attorney. The property owner will be responsible for all assessments, late fees, collection costs, and legal fees. Any payment received is first applied to legal fees incurred, collections costs, late fees and fines, and then applied to the outstanding assessment balance.

The BOD will determine any further action necessary for collecting assessments, late fees, and attorney fees for all accounts over six months or over \$1000 delinquent. Possible collections alternatives include, but are not limited to, initiating an action for a small claims court judgment, and/or initiating foreclosure on the property.

Upon receiving direction from the Hampton Park Townhome Association BOD, the Attorney shall initiate foreclosure proceedings on behalf of the Hampton Park Townhome Association in accordance with Article VI, Section 8 of the Declaration of Covenants Conditions and Restrictions for Hampton Park Townhome Association.

Any adjustments, exemptions, or exceptions to this policy will be from formal vote of the BOD.

All fees and charges are considered as assessments and are the property of the Hampton Park Townhome Association.

[Back to Assessment Collection Process](#)

### Addenda 3 – ACC Form (May, 2021)

## REQUEST FOR ARCHITECTURAL APPROVAL

*Submit this request to the address shown at the bottom of Page 2. Attach any drawings and/or sketches that will clarify this request. You may use Page 3 for attachments. If you send this file via email, save the file with your address: 555SchafferClose.docx, for example.*

Article IX of the Declaration of Covenants, Conditions and Restrictions for the Hampton Park Townhome Association states

*No building, fence, wall, antenna, clothesline, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the said improvements or alterations shall have been submitted to and approved in writing ... by the Board of Directors of the Association or by its Architectural Committee.*

**DATE OF THIS REQUEST:**

**PROPERTY OWNER'S NAME:**

**PROPERTY ADDRESS:**

**TELEPHONE NUMBER(S):**

**EMAIL ADDRESS:**

**ESTIMATED COMPLETION DATE:**

1. Provide a narrative description of the proposed home and/or landscape improvement change or addition. Cite materials and color(s) to be used. State similarities to existing structures as appropriate. Use a separate sheet of paper if necessary.

2. Provide the reason you are requesting these changes be allowed.

3. Attach drawings or pictures to this request showing all proposed improvements including relationships to existing structures, landscaping and lot lines. Two drawings or more are needed to clearly show proposed improvements including but not limited to:

A. Plot Plan – “top down view” – the improvement should be drawn on a copy of your lot survey to show where the change will be placed.

B. Elevation(s) – “side, front, and rear view(s)” – one or more as necessary.

<Your response here.>

4. I understand that I must receive written approval from the BOD in order to proceed. I understand that the BOD approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I agree to complete the improvements promptly and within [redacted] days after receiving approval. I further understand that work that begins prior to written approval may result in a fine charged to me. [redacted] *Homeowner's Initials*
5. I understand that if the project is not completed within the time allotted, or if it is not maintained to the satisfaction of the Association, the Association may cause the project to become completed and appropriately maintained and that I will reimburse the Association for all expenses associated with the compliance. [redacted] *Homeowner's Initials*
6. When the committee reviews this request, your neighbors have the right to comment and present views about your requested improvements. Their signatures (below) do not constitute their approval of the proposed changes, only that they are now aware of the changes you plan to make. Please obtain signatures from all HP property owners having adjoining lot lines with your property, and all HP property owners who would reasonably view the improvement from their property, i.e., across the street. If the signatures are missing the request can be denied as incomplete.

**I acknowledge that the requesting property owner has shown (me/us) this architectural request form for the proposed improvement(s). I understand that (I/we) may make verbal or written comments directly to the Board of Directors and that my signature does not constitute an approval of the changes.**

| Date | Printed Name | Signature | Address |
|------|--------------|-----------|---------|
|      |              |           |         |
|      |              |           |         |
|      |              |           |         |
|      |              |           |         |

**FOR OFFICE ONLY**

**ID#:**\_\_\_\_\_ **Date Received:**\_\_\_\_\_ **Received By:** \_\_\_\_\_

**Board of Directors Action:**    **APPROVED**    **CONDITIONALLY APPROVED**    **REJECTED**

**COMMENTS:**\_\_\_\_\_

**Signed:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**MAIL OR DELIVER TO:**    **Rob Kimball, President**  
101 Schaffer Close  
Cary, NC 27518

**EMAIL TO:**  
<mailto:Hampton.Park.Cary.BOD@gmail.com?subject=ARC>

Once you have received final approval from the Hampton Park Townhome Association, you may also be required to obtain approval from the Lochmere Architectural

|                              |                              |
|------------------------------|------------------------------|
|                              |                              |
| <b>Description of Above:</b> | <b>Description of Above:</b> |
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