

Prestwick @ MacGregor HOA Rules and Regulations

Prestwick @ MacGregor Downs Homeowners Association Rules and Regulations

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Prestwick @ MacGregor HOA Rules and Regulations

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Prestwick @ MacGregor HOA Rules and Regulations

Rules and Regulations

The governing documents of the Prestwick @ MacGregor Downs Homeowners Association (HOA) give authority to the Board of Directors (Board) to establish policies, rules, and regulations to effectively manage the work of the HOA. Pursuant to Article VII, Section 1 a) of the Prestwick Association Bylaws, the following rules and regulations have been formulated by the Prestwick @ MacGregor Downs Board of Directors for the protection and general welfare of the community. These rules supplement the contents of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of Prestwick @ MacGregor Downs. In this document, a homeowner is the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of Prestwick at MacGregor Downs. The term “homeowner” in the Rules and Regulations is consistent with the term “owner” as defined in Section 12 of the Prestwick at MacGregor Downs Covenants and Bylaws.

The Board wishes to foster a community of friendly neighbors who respect the rights of others. Compliance with certain rules and regulations is necessary to accomplish this in the close community in which we live. No owner, resident, or guest will be allowed to infringe on the rights of his/her neighbor. It is the responsibility of the board to enforce compliance with these rules in an equitable manner.

Violations of these rules and regulations should be reported either by phone and followed up in writing to a member of the Board or the management company. These rules and regulations become effective May 1, 2021.

The Board has organized committees to manage the various areas of responsibility and committees are chaired by members of the Board. Each committee is charged with managing the work of the association and reporting on the projects, needs, and plans for the Association to the Board for their approval. Committees include Architectural, Grounds, Finance and Nominating. Other committees are formed as needs arise and have included Painting and Roofing.

Important Notes

- ***All homeowners are encouraged to familiarize themselves with the contents and retain this document for future use.***
- ***Grandfather Clause: Any change made to a homeowner’s property, which has been approved by the Association and is properly documented prior to the adoption of the following rules and regulations, need not be modified in accordance with the rules and regulations specified herein.***
- ***The failure of the Association to enforce a rule or regulation against a homeowner should not be construed to mean that the Association has waived its right to enforce that rule or regulation against the same homeowner, or another homeowner in the future.***
- ***The Board retains the right to review, change and/or modify this document.***

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I. Architectural Control - Building Changes

The Architectural Committee is responsible for the oversight and approval of all homeowner improvements to the exterior of the home. Architectural changes include but are not limited to: patios, dormers, porch enclosures, room extension within the Homeowner's property boundary, window/door replacement, skylights, outdoor lighting fixtures. You are encouraged to seek out advice and answers from the HOA Architectural Committee or HOA Board if there is any ambiguity about what is or is not an architectural change.

Homeowners are not permitted to make any additions or changes to any part of the exterior of the building until a change request form is submitted to the Architectural Committee and approved in writing as per Article Nine (IX) of the Prestwick @ MacGregor Downs Covenants, Conditions & Restrictions. **Under no circumstance will a verbal request be considered. An architectural review form is included at the end of this document.**

Homeowners must submit all desired changes in writing at least 30 days in advance.

In general, the following rules and regulations apply:

Doors and Awnings

1. Storm and screen doors (a) must be full view or paneled full view, (b) the frame must be stained or painted to match either the exterior door or the house siding or the house trim color, and (c) must require Architecture Committee approval.
2. Awnings are not allowed.

Windows, Garage Doors

1. Replacement windows need to match the window design and the color of the trim of the house.
2. Window tinting of replacement glass / window is allowed except if tint color is in sharp contrast to home color.
3. Garage doors need to be paneled, with or without windows, and be consistent with other door styles in the neighborhood. Garage doors cannot have decorative hardware.

Patios and Decks; Room Additions / Changes

1. Homeowners can resurface or replace existing patios at their cost since they are on the homeowner's property.
2. It is illegal for a homeowner to build anything on common ground that extends beyond their property line.

Steps, Walkways, Handrails

1. Front or rear steps may not be covered with carpeting or other material except doormats.
2. Stepping stones, bricks, pavers, or cobblestones can be used to replace existing walkways that run from the driveway to the home's front door and the cost is borne by the homeowner.
3. The addition of new walkways is permitted and the cost of installation and repair/replacement is borne by the homeowner:
 - a. If on homeowner's property, the walkway can be installed using concrete, stepping stones, bricks, pavers, or cobblestones.
 - b. If in Common Area, the walkway can be installed using easily removeable material such as stepping stones, bricks, pavers, or cobblestones.

Miscellaneous

1. Dog houses, pens, and other animal pens are not allowed.
2. Homeowners will not install sheds, fences, walls, basketball backboards, gym/swing sets, or clothes lines.

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3. Homeowners must complete a request form before installing an antenna, including but not limited to video antennas, direct-to-home satellite dishes, and TV antennas.
4. Underground sprinkler systems are permitted provided that the homeowner assumes responsibility for all costs of installation and operation. Also, the sprinklers must not spray water onto the homeowner's home or adjacent homes. A request for approval must be submitted to the Architectural Committee.

Failure to comply with Architectural rules will subject the homeowner to a hearing by the board of directors (or an adjudicatory panel) and fines as provided in section VIII., Rules Violations and Fines

II. Grounds

The Grounds Committee has responsibility for the maintenance of the landscaping and grounds. This includes selection and supervision of contracts related to grounds maintenance. Homeowners who have a suggestion, question, or concern about maintenance should communicate directly with the chair or a member of the committee so that issues can be addressed for the benefit of all homeowners. Services routinely include cutting, edging, pine straw, mulch, seeding and aeration, weed control, fertilization, trimming of shrubbery and weed removal. Homeowners are encouraged to support the efforts for attractive landscaping by watering areas during seeding and periods of drought.

A request to plant a tree, plant major shrubbery or plants in common area and/or conduct a yard sale must be submitted on a Grounds Change Request form which is included at the end of this document.

The following rules apply:

Homeowner Foundation Planting(s)

1. The planting or replacement of shrubs or flowers within five feet of the foundation is permitted provided the mature height of the material will not exceed the roof's edge or extend beyond the bottom of adjacent windows and the spread of the planting material at maturity will not interfere with the normal grounds or building maintenance or painting.
2. Ivy and other vines are permitted provided they do not damage painted surfaces and interfere with painting of the home.
3. The removal / replacement of dead shrubs on homeowner's property is the responsibility of the homeowner.

Common Areas

1. The planting of trees – either on your property or on common ground – requires approval of the Grounds Committee. Factors considered will include mature size, potential to interfere with grounds maintenance and preservation of open space is desirable. ***No verbal request will be considered.***
2. Flowers may be planted in common areas if they do not interfere with ground maintenance and are maintained by the homeowner in an attractive manner.
3. Major shrubbery or flower plantings in common area require approval of the Grounds Committee.

Miscellaneous

1. Lawn ornaments, such as pinwheels are not allowed. Bird feeders and houses are permitted if maintained by the homeowner and enhance the neighborhood. The Board reserves the right to remove any and all items in common areas.
2. Adjacent homeowners should be made aware of any significant request for change or alterations.
3. Homeowners can only place the following categories of signs within Prestwick @ MacGregor HOA:

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- “For Sale” or “For Rent” signs may be placed on homeowner’s property and in suitable places in the common area such as the corner of Glasgow Road and Tweed Circle, corner of Prestwick Place and Tweed Circle, and at the entrance of some of the larger driveways. Please be considerate of other homeowners and do not place unnecessary signs.
- “Political” signage:
 - "Political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot.
 - Political signs can only be placed on homeowner’s property but not on common ground.
 - Political signs can be displayed no earlier than 45 days before the day of election and no later than 7 days after an election day.
 - Political signs are regulated as temporary signs by the Town of Cary and do not require a permit.
 - Maximum of 8 signs on a property
 - Maximum sign area – 5 square feet
 - Maximum height of sign – 42 inches
 - Setback from property line – 5 feet
- 4. Yard sales, including but not limited to estate sales and tag sales, are prohibited UNLESS prior written permission is obtained by the HOA Board.
- 5. Homeowners are responsible for the total treatment and repair of termites and termite damage.

The **Board has the right to remove and/or repair any unauthorized** changes to the grounds that a homeowner refuses to correct after being notified of such. The cost of the removal and/or repair will be billed to the Homeowner.

Failure to comply with Grounds rules will subject the homeowner to a hearing by the board of directors (or an adjudicatory panel) and fines as provided in section VIII., Rules Violations and Fines

III. Vehicles and Parking

1. The following items **may not** be stored on the street or in any yard of Prestwick @ MacGregor Downs:
 - a. any unlicensed vehicle
 - b. trucks of more than one and one half (1 ½) tons gross weight
 - c. boats
 - d. recreational vehicles (RV)
 - e. trailers
 - f. commercial vehicles
2. A 25-mph speed limit shall be observed throughout Prestwick @ MacGregor Downs. Be alert for walkers, joggers, small children, older individuals, dog walkers and wildlife.
3. Temporary storage containers (PODS) that are used when moving or for repairs and renovations are permitted for not more than thirty (30) days, without special permission from the Board. The container must be placed and fit on the Owners personal parking pad.
4. Vehicles may not be parked on grass, or in Common Areas, or in the cul-de-sacs at the end of Tweed Circle and Prestwick Place.
5. Vehicles may not be parked within **15 feet** of a corner or curve.

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6. Vehicles may not be parked within **10 feet** of a fire hydrant, mailboxes or trash containers.
7. Vehicles parked on the street must be parked in the **same direction** as the flow of traffic.
8. Semi-trailer or work trucks may not be parked overnight in the community unless approved in advance by the Board.
9. After previous notifications, vehicles not abiding to the preceding rules will be towed at owners' expense.

Failure to comply with Vehicles and Parking rules will subject the homeowner to a hearing by the board of directors (or an adjudicatory panel) and fines as provided in section VIII., Rules Violations and Fines

IV. Noise

Homeowners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises in such manners as may unreasonably disturb owners, tenants or occupants of other homes as specified in the Town of Cary noise ordinances (specifically Chapter 22 Sec. 22-107 & Sec 22-109 https://codelibrary.amlegal.com/codes/cary/latest/cary_nc/0-0-0-44611#JD_22-107)

1. Homeowners are urged to exercise restraint in using noise-making tools and appliances and playing loud music between 9:00 PM and 9:00 AM.
2. Barking dogs shall be controlled by the animal's owner. Complaints received by the Board regarding a barking dog could result in the notification of the Town of Cary's Animal Control office for further action.
3. The Town of Cary's Noise Ordinance requires that:
 - a. No nighttime (9:00 PM — 9:00 AM) amplified sound level shall exceed 50 dB(A);
 - b. No daytime or evening (after 9:00 AM — 9:00 PM) amplified sound level shall exceed 60 dB(A).

V. Occupants/Non-owners

1. The occupancy in each home is limited based on federal, state, and city laws and ordinances. Any violation of said laws and ordinances will be reported to the proper authorities.
2. The homeowner shall be responsible for keeping the HOA's Secretary informed of any change in occupancy. Owners shall provide the HOA's Secretary with the names of all authorized occupants and their telephone number(s).

VI. Pets

Keeping typical domestic pets is permitted when the Homeowner observes The Town of Cary's Animal Ordinance (see Chapter 6 - <https://codelibrary.amlegal.com/codes/cary/latest/overview>) . Some key rules in the Animal Ordinance are:

1. Leash Law

One way to prevent your animal from biting a person or another animal is to obey the leash law. The Town of Cary, Sec. 6-65 of the Animal Ordinance, requires that all dogs and cats be on a leash or lead if they are not on the owner's property. The leash law also protects animals from injury.

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2. Defecation on Streets and Private Property

Sec. 6-64 of the Animal Ordinance requires an animal owner to remove any feces deposited by his or her pet on the private property of another or on public property, i.e., Common Area or Golf Course Property. The Animal Ordinance does not address urine. If you know who the owner of the offending animal is, The Town of Cary's Animal Services Officers will be happy to work with you to address the issue.

3. Nuisance Animals

Sec. 6-71 of the Animal Ordinance addresses nuisance animals. One of the most frequent complaints that The Town of Cary Animal Control Office hears surrounding animals is excessive barking. The Animal Ordinance is very specific on how you may work with The Town of Cary's Animal Services Officers to address this issue and can be found in Sec. 6-71(f).

4. Tethering

Sec. 6-67 of the Animal Ordinance prohibits the unattended tethering of dogs in the Town of Cary. Under this Animal Ordinance you may not leave a dog tethered (chained/tied to a stationary object) without remaining outside and supervising your dog. Violations of any of these regulations may be reported to Animal Control Services Office of the Town of Cary.

Pet owners must immediately clean up and properly dispose of animal waste left on the private property of others or in the Common Area or on Golf Course Property. Failure to do so will subject the homeowner to a hearing by the board of directors (or an adjudicatory panel) and fines as provided in section VIII.

VII. Common Area

Common Area shall mean and refer to all land within the Property owned by the Association, other than a lot, along with any structures erected thereon, for the exclusive use and enjoyment of the members of the Association. The Common Area is maintained by the Association.

1. Individual homeowners may not alter these areas in any way without approval from the Architectural / Grounds Committee.
2. Homeowners with property lines adjacent to a common area must stay within the boundaries of their deeded plot.

VIII. Rules Violations and Fines

Violators of these Rules and Regulations, any resolution of the Board of Directors, the Bylaws, and/or Covenants, Conditions, and Restrictions (**CC&R**) may result in the matter being turned over to the Association's attorney for resolution. This is an addition to any other remedies available, including commencing civil action.

Community members wishing to file a complaint must do so in writing and send it by postal mail to the HOA at P.O. Box 5413, Cary, N.C. 27512.

Fine and Violation Policy

1. Establishment of a violation. Any activity or condition continuing on any lot (any plot of land, other than the common area, shown on a recorded subdivision map of the Property and upon which a Cluster home has

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been constructed) that is in direct opposition to the plat, declaration, articles of incorporation, bylaws, covenants, rules and regulations and/or guidelines (referred to as “association’s governing documents”), which is not expressly authorized by the board, is deemed a “**violation**” under this enforcement policy for all purposes.

2. Notice of violation.

a. Initial Notice. Upon verification of the existence of a violation by the association, or management company (“Management”) as agent of the association, an initial written notice of the discovery of the violation (“initial notice”) will be sent to the homeowner. The initial notice will inform the recipient as follows:

- (i) The nature, description, and location of the violation; and
- (ii) A request to remedy the violation; and
- (iii) Notice that if the violation has already been corrected or plans and specifications for a subject improvement have been submitted to the architectural/grounds review committee to disregard the notice.

b. Second Notice of violation. If the homeowner fails to remedy the violation or fails to submit plans and specifications for the offending improvement to the architectural/grounds review committee or if the architectural/grounds review committee has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than ten (10) days from the initial notice, management shall send to the homeowner a second notice of violation informing the recipient as follows:

- (i) The nature, description and location of the violation and the failure of the homeowner to correct the violation, as previously requested; and
- (ii) Notice that if the violation is corrected or eliminated within ten (10) days from the delivery of the second notice of violation, no further action will be taken; and
- (iii) If necessary, work on any improvement must cease immediately and may not resume without expressed written approval of the architectural/grounds review committee; and
- (iv) Failure to remedy or cease work on any subject improvement will result in the association electing to pursue any one or more of the remedies available to the association under the declaration or this enforcement policy.

c. Failure to Remedy.

- (i) Failure to cease all work immediately upon receipt of the second notice of violation, or
- (ii) Remedy the current violation existing upon the lot within ten (10) days of the date of the second notice of violation (or sooner if specifically provided), shall constitute a continuing violation and result in one or more of the following:
 - (a) a fine being levied by the association against the homeowner,
 - (b) correction of the offending improvement by the association at the expense of the homeowner through a benefitted assessment being levied against the lot owner, which may be recorded as a lien against the lot or
 - (c) any other remedy under law or at equity, the declaration or this enforcement policy, including but not limited to injunctive relief.

Management shall send to the homeowner a formal notice of fine informing the recipient of the continuing violation and the remedy chosen as a result thereof. The date of the notice of fine shall be the “notice of fine date.”

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d. Fine Structure. At the board's discretion, pursuant to the provisions of Paragraph 2, an initial fine may be imposed from \$10 to \$100 followed by fines imposed at the rate of \$10 to \$100 per occurrence, day, week, or month, pursuant to the association's fine schedule.

e. Hearing. Included in the notice of fine will be the opportunity for the homeowner to request and be granted a hearing by the appropriate committee or the board prior to any fine or benefitted assessment being levied upon the lot owner. The notice of fine will allow the homeowner ten (10) days to contact management, in writing, to request a hearing or issue a written dispute of the continuing violation. Should the homeowner fail to contact management within (10) days of the notice of fine date, that party will have waived its opportunity for said dispute to be heard before the board of directors. All cases that are up for fine review will be heard by the board of directors at their regularly scheduled meetings.

3. Corrective action. Pursuant to allowances granted by the declaration, where a violation is determined to exist and referred to the board of directors of the association, pursuant to any provision of this enforcement policy, management, with the approval of the majority of the board of directors of the association, may undertake to cause the violation to be corrected, removed, or otherwise abated by qualified contractors, if management, in its reasonable judgment, determines the violation may be readily corrected, removed, or abated without undue expense and without breach of peace. Where Management decides to initiate any action by qualified contractors, the following will apply:

- a. Management must give the homeowner and any third party directly affected by the proposed action prior written notice of undertaking of the action. The foregoing notice may be given at any time.
- b. Cost incurred in correcting or eliminating the violation will be referred to the association to be recovered from the homeowner as an assessment as set forth in the declaration.
- c. The association, and its agents and contractors, will not be liable to the homeowner or any third party for any damage or costs alleged to arise by virtue of action taken under this Paragraph 3 where the association and its agents have acted reasonably and in conformity with this enforcement policy.

4. Referral to legal counsel. Where a violation is determined to exist and is referred to the board of directors of the association pursuant to any of the provisions of this enforcement policy and where management deems it to be in the best interests of the association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the homeowner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the association. The association shall be entitled to recover the reasonable attorneys' fees and costs it incurs in connection with the collection of any sums due.

5. Notices.

- a. Any notice required by this enforcement policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, the earlier to occur of the following:
 - (i) When the notice is hand-delivered or posted at the property.
 - (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the association.
- b. Where the interests of a homeowner have been handled by a representative or agent of such homeowner or where the homeowner has otherwise acted so as to put the association on notice that its interests in a lot has been and is being handled by a representative or agent, any notice or

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communication from the association or management pursuant to this enforcement policy will be deemed full and effective for all purposes if given to such representative or agent.

6. Cure of violation during enforcement. A homeowner may correct or eliminate a violation at any time during the pendency of any procedure prescribed by this enforcement policy. Upon verification by management that the violation has been corrected or eliminated, the violation will be deemed no longer to exist and the notice of violation voided. The homeowner will remain liable for all costs, fines, and attorney fees and costs under this enforcement policy, which said amounts, if not paid upon demand thereof by management, will be referred to the association for collection as an assessment pursuant to the Declaration. If a violation should reoccur during a six (6) month period, the violation shall continue on the violation process where the last notice was given.

Fine Policy

When a homeowner (including any family member, resident, occupant, visitor, guest, agent, licensee or tenant of the owner) violates the provisions set forth in the association's governing documents (i.e., plat map, CC&Rs, articles of incorporation, bylaws, covenants and/or rules and regulations), there shall be grounds for assessment of a monetary penalty/fines and the violating owner shall be deemed responsible for such violation(s) and the fine assessed. If the violation continues past default, a fine or penalty may be assessed against the homeowner and will be made due and payable if the violation continues to exist. The penalty shall be considered a personal liability of the homeowner. The following schedule is the time frame a homeowner has to cure his/her/their/its violation before the association may reassess the status of the violation:

a. Scheduled Time for Correction

VIOLATION	TIME TO CURE BEFORE VIOLATION IS REASSESSED	FINE AMOUNT
Initial notice of violation	Ten (10) days*	Courtesy – No fine*
Second notice of violation	Ten (10) days*	Up to \$20.00*
Third notice of violation	Ten (10) days*	Up to \$50.00*
Fourth and subsequent notice of violation, which may be assessed without further notice until the violation is cured	Ten (10) days*	Up to \$100.00* <i>per month</i>

* The association, through its board of directors, reserves its right to alter time line and fine amount under circumstances that it determines are just in the board's sole discretion.

* The association reserves its right to refer any violation to its legal counsel at any time.

b. Collection: Fines and penalties that are levied as stated above may be assessed against a homeowner and may become due and payable within 30 days after the fine is assessed after providing the homeowner with notice and an opportunity to be heard. Failure to pay the fines and penalties may result in the following collection procedure:

1. Interest accruing on the total balance owed at the rate of eight (8%) percent per annum;

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2. After the initial 30 days, a demand letter sent to the homeowner via U.S. Mail or personally delivery to the owner. The homeowner will be provided 10 days in which to respond. The homeowner will be charged for the cost of this letter. If the homeowner fails to bring his balance current within the 10 days prescribed in the demand letter, the association may place the homeowner in collections and the association may proceed with the legal remedies available to it.

The homeowner will lose all voting rights until the balance is paid in full. Any and all costs associated with the collection of the past due fines and penalties, costs, attorney's fees and other charges will be assessed against the homeowner's lot. Legal counsel may initiate action seeking injunctive relief against the homeowner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the association, including, but not limited to the collection of the past due fines assessed and other charges and attorney fees incurred.

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IX. Application for Architectural Addition/Change

Name: _____ Email: _____

Address: _____ Phone: _____

Description of Alteration: _____

Please complete a separate application for each improvement.

The following supplemental materials are required, and applications are not deemed complete until all required supplemental materials have been received:

For attached / detached additions / changes

- ☐ Written plans and specifications
- ☐ Plot plan of home with drawing of exact location, configuration, and size of alteration(s)
- ☐ Photograph(s) and/or drawing(s)

For doors, windows, garage doors

- ☐ Photograph or brochure of proposed change
- ☐ Description of product material
- ☐ Picture or sample of window color and glass tint

For steps, handrails, or walkways

- ☐ Written plans and specifications
- ☐ Plot plan of home with drawing of exact location, configuration, and size of alteration(s)
- ☐ Photograph(s) and/or drawing(s)
- ☐ Description of product material
- ☐ Picture or sample of color

HOMEOWNERS: By signing below you are indicating that you understand you must wait for receipt of your written approval of this application before beginning the foregoing alteration(s) and that approval of such alterations(s) by the Architectural Committee does not release you from your obligations to ensure that such alteration(s) is (are) in compliance with the applicable Building and Zoning ordinances for Cary / Wake County. Further, Owners have no expectation of privacy with regard to Applications, Plans, and/or other supporting material.

All applications must be submitted to the Architectural Committee chairperson. In accordance with the Prestwick at MacGregor Covenants, **the Architectural Committee has 30 days to respond in writing to the homeowner.**

I / We understand that any damage that may occur during the course of this alteration are my/our responsibility, whether the damage is done to common property or private property (including, but not limited to underground wiring, cable, landscaping, roadways, etc.)

OWNERS' SIGNATURE(S) _____ DATE: _____

_____ DATE: _____

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X. Application for Grounds Change

Name: _____ Email: _____

Address: _____ Phone: _____

Description of Alteration: _____

Please complete a separate application for each improvement.

The following supplemental materials are required, and applications are not deemed complete until all required supplemental materials have been received:

For tree planting

- ☐ Written description and specifications of tree at maturity
- ☐ Plot plan of home with drawing of exact location, configuration, and size of tree(s)
- ☐ Photograph(s)/picture(s) and/or drawing(s)

For major shrubbery or flower plantings in the common area

- ☐ Written description and specifications of plants at maturity
- ☐ Plot plan of area with drawing of exact location(s), configuration(s), and size of plant(s)
- ☐ Photograph(s)/picture(s) and/or drawing(s)

For yard sales

- ☐ Written description including date, time, and location

HOMEOWNERS: By signing below you are indicating that you understand you must wait for receipt of your written approval of this application before beginning the foregoing alteration(s) and that approval of such alterations(s) by the Grounds Committee does not release you from your obligations to ensure that such alteration(s) is (are) in compliance with the applicable Building and Zoning ordinances for Cary / Wake County. Further, Owners have no expectation of privacy with regard to Applications, Plans, and/or other supporting material.

All applications must be submitted to the Grounds Committee chairperson. In accordance with the Prestwick at MacGregor Covenants, **the Grounds Committee has 30 days to respond in writing to the homeowner.**

I / We understand that any damage that may occur during the course of this alteration are my/our responsibility, whether the damage is done to common property or private property (including, but not limited to underground wiring, cable, landscaping, roadways, etc.)

OWNERS' SIGNATURE(S) _____ DATE: _____

_____ DATE: _____