

Holland Station Townhomes
Homeowners Association, Inc.

HOMEOWNER INFORMATION HANDBOOK

INTRODUCTION

Holland Station Townhomes is one of Fuquay-Varina's most desirable townhouse communities. The Homeowners Association and the individual homeowners who comprise the Association are dedicated to preserving and improving the beauty and ambiance that make Holland Station Townhomes a great place to live. This **Homeowners Information Handbook** is our attempt to provide homeowners with a single source for most of the information you will need. Please look through this handbook and keep it in a convenient place. Please give a copy to any tenant or lessees, and include it among documents given to persons who may buy your townhome from you.

There are three legal documents which define our rights and obligations as homeowners, as well as the duties and functions of the Homeowners Association. Copies of these documents should be provided to you by your closing attorney and/or previous owner of your townhome. Additional copies may be obtained from the website (www.elite-mgmt.com).

These documents are:

- Declaration of Covenants, Conditions and Restrictions (herein call "Covenants")
- Homeowners Association Bylaws
- Articles of Incorporation

This **Homeowners Information Handbook** is compiled from these documents and from policies that have been established by vote of the Homeowners Association or, in some cases, by its Board of Directors. This **Handbook** is not substitute for the legal documents. In the event of conflict or error, the legal documents apply.

Townhouse living requires cooperation to create and maintain a healthy community. Each of us must be particularly considerate of our neighbors and amenable to the welfare of the community as a whole. This **Handbook** contains many of the policies and practices that we have found to be effective in preserving the friendly and attractive neighborhood of Holland Station Townhomes.

We are also a self-governing community that cannot function effectively without your involvement and cooperation in it affairs. Please volunteer your time, energies and opinions.

HOMEOWNERS ASSOCIATION HANDBOOK

Holland Station Townhomes Homeowners Association, Inc.

Holland Station Townhomes HOA consists of all homeowners in Holland Station Townhomes. Its purpose, as explained in the Covenants, is to manage the property and community affairs of Holland Station Townhomes. Generally, the business of the Association is conducted on its behalf by its Board of Directors. Annual and special meetings are held to conduct business that requires participation of the full membership.

The Association is the owner of the Common Area land. This includes all land that is not owned by individual homeowners. The Association also has the responsibility to set and collect assessments, maintain the exterior of townhouses, and conduct certain other business as provided in the Covenants.

Board of Directors

The Board of Directors of the HOA consists of members as outlines in the legal documents. The Board of Directors are members of the Declarant – Holland Station Developers, LLC until the time set forth in the legal documents whereas the power of the board will transition to the homeowners.

The powers and duties of the Board are explained in the By-Laws. They include managing the affairs of the HOA, receiving and dispensing moneys, adopting and enforcing the Rules and Regulations of the HOA, maintaining the Common Area and the exterior of townhouses, and managing contractual relationship.

Board meetings are held regularly to discuss issues or concerns by any homeowners.

Association Management Company

The Association has contracted with a professional management company to act as its agent for day-to-day contact with residents and our contractors. The association management company manages routine maintenance and repairs to the exterior of buildings, maintenance activities in the Common Area, and provides other services to the Association and its Board.

Repair requests, complaints and questions should generally be directed to the **Association Management Company in writing**. We permit some discretion in the case of emergencies. The approval of the Board of Directors is required.

Homeowners Meetings

An Annual Meeting of homeowners will be held each year as set by the Board Members. Notice is mailed to all owners prior to the meeting as required by the legal documents for Holland Station Townhomes.

Issues, Concerns and Suggestions

The Homeowners Association works best if all homeowners actively participate in assuring the health and welfare of Holland Station Townhomes community. Issues and concerns should be brought to the attention of the Management Company.

HOLLAND STATION TOWNHOMES HOMEOWNERS ASSOCIATION

MAINTENANCE AND REPAIR

In Holland Station Townhomes, the responsibility for maintenance, upkeep and repair is split between individual homeowners and the Association. This division is defined in the Covenants.

Below is a description of Association and homeowner maintenance responsibilities:

ASSOCIATION RESPONSIBILITIES

The Association is responsible for maintenance and repair of the **Common Area**. Common Area is the land owned by the Association, i.e. the land around each townhome outside the individual property lines. Common Area includes the entrance area, townhome cluster mailboxes and storm water areas.

The Association is also responsible for maintenance of the exterior building structures of the townhomes themselves. This includes maintenance of the following:

- Cleaning, repairing and repainting the exterior surface of the townhome
- Gutters, downspouts, drain tile, and splash blocks
- Roof shingles
- Repainting the exterior doors and windows trim

The Association also provides periodic gutter cleaning and termite inspections.

The Association maintains all landscaping originally installed by the Declarant, a builder or by the association, with the exception of rear yards if they have been fenced (including those fenced by the builder.) This maintenance includes cutting of grass, trimming and replacement of trees, shrubs, hedges, flowers and other plantings, if the back yard is not fenced. Owners shall not alter the common areas landscaping.

HOMEOWNER RESPONSIBILITIES

Each homeowner is responsible for all interior maintenance and repair of the unit, its structural integrity, and its fixtures and equipment. This includes interior repairs which are necessitated by exterior faults such as roof leaks.

Homeowner maintenance responsibilities also include the following:

- Door thresholds, door jams, and garages, if applicable (including the mechanics of the door)
- Window frames and sills (maintenance and repair, but not painting)
- Exterior windows (including Skylights), storm windows, window glass, screens and mechanics (muntins and encasements)
- Exterior light fixtures and hardware (such as door handles, locks and keys)
- Utility fixtures such as heating or cooling units
- Attic exhaust fans, vents, plumbing stacks
- Patios, decks and porches
- Light bulbs for door light fixtures
- Repair or replacing exterior doors and kick plates
- Door buzzers, bells, knobs, locks and fixtures
- House numbers
- Exterior hose bibs
- Weather-stripping
- Structural damage to walls, floors, roofs, etc. resulting from the settling of the foundation; and structural damage to the above items caused by additions/improvements to the exterior; and structural damage to the above items caused by interior additions/improvements built by the owner.
- Additions/improvements built by the owner including fences.
- Rear yard maintenance if the rear yard has been fenced (included fences installed by the builder.)

Damage to the exterior structure of townhouses is the responsibility of the homeowner. This includes damage caused by hazards such as storms, vandalism, fire, and flood which must be covered by the homeowner's own property hazard insurance. It also includes replacement of broken glass, and exterior damage caused by pets, other residents and guests. The Association must approve any exterior repair and may elect to supervise the repair, even if the financial responsibility falls on the homeowners. Expenses incurred to repair damage to the Common Area caused by resident or guest will be charged to the homeowner.

*****Association assumes no responsibility for homeowner negligence. *****

MAINTENANCE RESPONSIBILITY CHART

IN AREAS NOT FENCED

ITEM	Homeowner	Association
Attic power vents and fans	XXX	
Common area lighting		XXX
Damage to landscaping caused by resident, employee or guest, autos, repairs, spills, pets, etc.	XXX	
Electrical fixtures (except in common areas)	XXX	
Exterior townhouse numbers	XXX	
Exterior water spigots	XXX	
Exterior window frames and encasements	XXX	
Exterior yard lights & fixtures	XXX	
Extra cost of painting due to owner negligence (changing the color or using the wrong type of paint)	XXX	
Foundation/structural parts of home	XXX	
Garage Doors	XXX	
Garbage receptacles	XXX	
Grounds/Landscaping (builder installed, excl. fenced rear yards)		XXX
Grounds/Landscaping (common areas)		XXX
Grounds/Landscaping (homeowner installed)	XXX	
Gutter Cleaning		XXX
Heating/AC units & feeder lines	XXX	
Interior repairs caused by leaks	XXX	
Mailbox kiosk repair/replacement		XXX
Pest control-inside home	XXX	
Repair/Maintenance of Architectural changes	XXX	
Roof repair/Leaks/Replacement		XXX
Screens, screen doors & screened porches	XXX	
Sewer lines servicing one individual townhome	XXX	
Siding & trim (cleaning/painting/repair)		XXX
Storm doors	XXX	
Structural problems	XXX	
Termite warranty		XXX
Tree removal of dying or diseased tree		XXX
Tree removal of alive tree with prior ARC approval	XXX	
Walkway maintenance in common areas		XXX
Weather-stripping	XXX	
Window fixtures & door hardware	XXX	
Window glass	XXX	

HOLLAND STATION TOWNHOMES HOMEOWNERS ASSOCIATION

HOMEOWNER RESPONSIBILITIES

MONTHLY ASSESSMENTS

Monthly assessments (homeowner dues) are established near the end of each calendar year for the subsequent year. They are payable in 12 equal monthly installments due on the **first** of each month. A coupon book is mailed to each homeowner annually unless the owner has selected auto-draft or e-statements. Checks should be made payable to "**Holland Station Townhomes HOA**" and mailed to the Association's Post Office Box.

The monthly assessments are used by the Association to pay for maintenance of the Common Area (lawn and plantings, natural areas, retaining walls, street lights, entrances, etc.) and the exterior of the townhouses. They also pay for the Association's utilities, insurance, taxes, termite protection, and professional fees. A significant portion of the assessments is contributed to Capital Reserves for major repairs and improvements such as exterior painting, roofs, gutters, parking areas, and emergency access easement.

The monthly assessments are secured by a continuing lien against the property of each homeowner. Homeowners with delinquent assessments do not have voting rights in the Association and can lose some rights of Homeowners Association membership. The Board is required by the Covenants and By-Laws to bring suit or foreclose the lien to collect unpaid assessments.

INSURANCE

Homeowners must carry property and liability insurance on their individual townhouses. The Association maintains insurance covering only the Common Area. The Association does not provide any coverage for individual homeowners or the townhouse units themselves. Homeowners at Holland Station Townhomes must carry hazard insurance on the townhouse and its grounds. The Covenants require each homeowner to obtain hazard insurance sufficient to cover the replacement cost of repairs or reconstruction in the event of damage caused by any hazard for which insurance is commonly available. A loss payable clause must be inserted naming the Association as an additional insured. Repair or reconstruction, even though covered by the homeowner's insurance, is an "exterior modification" which must be approved and supervised by the Association. A copy of the certificate must be on file with the Association.

PETS

Holland Station Townhomes observes all laws and ordinances of Wake County and the Town of Fuquay-Varina that pertain to dogs, cats, and other domestic pets. Animals walked on the Common Area must be restrained by a leash. Residents may request pickup of unleashed animals by calling Animal Control. Owners of pets picked up will be fined. The same number may be called to report nuisance barking, offensive odors, or vicious animals. Courtesy to other residents demands that you do not allow your pet to defecate on the property of another homeowner or on the pathways or planting beds of the Common Area. It's a good idea to use "pooper scoopers" or pet waste bags in these areas.

SIGNS

Signs of any kind are prohibited on the Common Area and on individual property. One political sign shall be allowed to be erected or displayed without written permission of the ARC. Such sign shall not be placed on the Lot earlier than 60 days before an election and must be removed within 7 days after the election. One "For Sale" or "For Rent" sign shall be allowed to be erected or displayed on a Lot without written permission of the ARC. Posters and notices, including those placed in mailboxes or at entrances,

are also prohibited except for those placed by the Association itself. Signs and posters placed on the property will be removed. Discreet and tasteful nameplates identifying the homeowner are permitted upon the homeowner's own property.

RECREATIONAL VEHICLES

Boats, trailers, motor homes, other recreational vehicles and large trucks are prohibited on the Common Area. This includes driveways of individual units, as well as the parking lots. Such vehicles must be stored inside garages, and must not prevent the garage door from closing. The Association has also adopted a policy prohibiting the use of mopeds, motorbikes, or other motorized vehicles (with the exception of lawn maintenance vehicles) anywhere on the unpaved areas of the property. The use of motorized vehicles by unlicensed drivers on the Common Area is also prohibited.

STORAGE

To maintain the appearance of Holland Station Townhomes, we have adopted a policy that the exterior of your property may not be used as a storage area. For example, garbage cans, grills, motorcycles, bicycles, outdoor furniture, and the like, may not be stored or left in a location that is visible from the roadways or another townhouse (with the exception of normal deck furniture and equipment). Similarly, objects cannot be stored at any time on the Common Area, including driveways. Violations can result in fines which, if left unpaid, will result in a lien against the property.

HAZARDS

The and discharge of firearms, fireworks, or other noise-making or explosive devices is not permitted at any time within the boundaries of Holland Station Townhomes. Weapons of any kind, including pellet guns, BB guns, and bows and arrows are prohibited. Please report violations to the Fuquay-Varina Police Department and notify the property management company.

Objects or materials that restrict access for maintenance or which are hazardous to other residents or our contractors must not be stored on the premises.

SOLICITATION

Holland Station Townhomes has a no-solicitation policy. Please do not encourage door-to-door solicitation. You should inform solicitors of this policy and you have a right to ask them to leave the area. The mailbox kiosk cannot be used for flyers or postings, except for Association business. You can and should remove commercial or personal flyers from the mailbox areas.

NOISE

Holland Station Townhomes observes local noise ordinances. These permit a resident disturbed by excessive or persistent noise to notify the Fuquay-Varina Police Department. Disturbances include loud music, party noises, vehicles, or other noise that disturbs sleep or the well-being of community residents. Homeowners are held legally responsible for disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, or even criminal charges.

Consideration of one's neighbors is especially important in a community such as Holland Station Townhomes. Loud noise from parties, television, music, pets, and vehicles should be avoided at all times and especially between the hours of 11:00 p.m. and 8:00 a.m.

GUESTS

Homeowners are held responsible by the Association for the conduct of their guests or guests or their family or tenants. In particular, damage or cleanup expenses will be charged to the homeowner. Please make sure your guests' vehicles do not block roadways or restrict access of other residents.

LEASING

Homeowners who lease or rent their property at Holland Station Townhomes should use a carefully drawn lease and assure that their tenants are supplied with copies of all the legal documents of the Association, as well as a copy of this **HANDBOOK**.

While a homeowner can delete some privileges to a tenant, the homeowner retains all responsibilities to, and membership in, the Association. **The Association, under the Covenants, holds the homeowner responsible for the actions of tenants.** The homeowner remains responsible for adherence to the Covenants and the Rules and Policies of the Association. You should be certain that your lease and tenant arrangements are consistent with the Covenants and policies of the Association.

ADDRESS CHANGES

Homeowners who lease, or who have more than one residence, or who move in contemplation of selling their unit, must provide the Association with their current address. Under the Covenants, all notifications and correspondence sent to the homeowner's address of record by the Association are considered to have been delivered.

PARKING

Parking of any vehicles on streets or thoroughfares within the community is prohibited. Additional parking spaces are provided on the Common Area on a non-exclusive basis for their temporary guests.

Parking on the roadways or lawn areas is prohibited. The roadways cannot be blocked to emergency vehicles, other residents, or the Association's maintenance contractors. Vehicles parked on roadways can be towed at the owner's expense.

Inoperative or unused vehicles cannot be stored on the Common Area. Nor can boats, trailers, commercial vehicles, or recreational vehicles be parked on the Common Area at any time. They should be garaged or stored outside Holland Station Townhomes. They will be towed and the homeowner billed if found parked on the Common Area.

REPAIRS

No major car repairs can be done on the premises.

TOYS AND ORNAMENTS

These items are not to be stored on the common Areas.

VIOLATIONS OF RULES AND REGULATIONS

The process for violations of community rules and regulations is as follows:

1. Warning Letter-explaining the violation and deadline to correct the matter.
2. Second Letter Reminder of Compliance Deadline
3. Due Process Hearing notice where a meeting is set for homeowner to come before the Board of Directors.

If, after the hearing, the Board finds that the violations as described above exist, a fine may be imposed from the date of the hearing until your townhome is brought into compliance. Unpaid fines may result in a lien upon your property, enforceable by foreclosure. Continued noncompliance and nonpayment of the fine will result in the continued imposition of the fine and initiation of an action to foreclose the lien for the accrued amount of the fine. Homeowners are responsible for all violations and fines imposed on their tenants, lessees and guests.

Holland Station Townhomes, Inc.

Architectural Guidelines and Rules & Regulations

INTRODUCTION

All residents benefit from the planning and design that has been an important part of the development of **Holland Station Townhomes**. The intent of the Architectural Guidelines is to assure the residents that the standards of design and quality will be maintained. This, in turn, protects the property values and enhances the overall environment of **Holland Station Townhomes**. An essential element of Architectural Control is the recognition by all homeowners of the importance of maintaining the ambiance of the Community.

PURPOSE The Protective Covenants establishes and describes the Holland Station Townhomes (Association), and assures each Owner that the quality of Holland Station Townhomes design will be maintained. The Association is responsible for administering these Covenants and providing administrative support to the Architectural Review Committee (ARC). The Declaration of Covenants for Holland Station Townhomes states: "...no exterior construction, alternation, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee to be established by the Board." altered or allowed to remain, until the "Architectural Review Committee" has approved in writing"

MEETINGS

The ARC shall meet as necessary to review Applications received and present their findings within sixty (60) days of receipt.

RESPONSIBILITIES

On behalf of the Association, the ARC or Board of Directors is empowered to adopt, promulgate, amend, revoke, and enforce Design Requirements for the purpose of:

1. Governing the form and content of plans and specifications to be submitted to the ARC for approval or disapproval.
2. Governing the procedure for submission of plans and specifications; and
3. Establishing guidelines with respect to the approval or disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure, landscaping, and all other matters that require approval by the ARC.

LIMITATION OF RESPONSIBILITIES

The ARC approval is based only on the aesthetic features of the approved modification. The ARC assumes no liability with regard to the structural integrity of any requests. The ARC makes no representation as to their expertise regarding either the structural adequacy, capacity or safety features of the proposed improvement or structure as shown on the submitted plans or on the ultimate construction of the approved modification. The ARC does not assume the responsibility for the performance or quality of work of any contractor.

ARCHITECTURAL CONTROL COMMITTEE POLICIES

The ARC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh concepts in the landscape and architectural themes of **Holland Station Townhomes** and to foster thoughtful design so that there is harmony between neighboring residences. The ARC intends to be completely fair and objective in the architectural review process and to maintain sensitivity to the individual aspects of design. The approval of the ARC of plans or specifications submitted for approval, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements if

and when the same features and elements are included in any subsequent, plans and specifications submitted for approval for use on other Townhomes.

APPROVAL NECESSARY

The Covenants also state that no exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted [in the Covenants], and all such changes shall require prior approval in writing by the Architectural Review Committee. The foregoing prior approval is intended to specifically apply to the painting of the exterior of a dwelling, the installation of a pool or spa, or any other maintenance, repair or modification which changes the exterior appearance of a dwelling or other improvements on a townhome or a Lot.

TIME LIMITATIONS

After approval by the ARC, all improvements shall be completed within one hundred twenty (120) days from commencement of the improvement. Projects that remain uncompleted for long periods of time are visually objectionable and can be a nuisance and a safety hazard for neighbors and the Community. The ARC may establish a more specific time for completion as a condition of its approval. In the event the ARC fails to approve or disapprove plans and specifications within sixty (60) days after they were received in writing to the ARC in acceptable form, including all information necessary for their consideration and review, approval by the ARC shall be deemed to have been granted. The ARC shall have the right to request additional information if in its opinion, the information submitted is incomplete or insufficient.

INSPECTIONS

Periodic inspections may be made by the ARC while construction is in progress to determine compliance with the approved plans and specifications and provisions of the Declaration. Any inspections must be at the permission of the homeowner.

JOB SITE CONDITIONS

All job sites shall be kept in a neat and orderly condition and all trash must be contained. Construction hours are subject to rules and regulations as established by the ARC and/or the Association from time to time, or the local ordinances, whichever is more restrictive. All construction operations must be performed in accordance with local governmental ordinances.

APPROVAL

Upon approval by the ARC, a copy of the applicant's plans and specifications bearing such written approval shall be returned to the applicant. Approval of any application shall be final and the approval may not be thereafter reviewed or rescinded provided that there has been compliance to all conditions of approval. If the request for approval is disapproved by the ARC due to aspects of the request that can be remedied by the applicant, the recommended changes can be made to the request and returned to the ARC for approval.

VIOLATIONS

If any alteration or modification is made without the required prior written consent of the ARC, the alteration has been undertaken in violation of the Covenants. All unapproved alterations or modifications may be required to be removed until ARC approval is granted. In no event, may any alteration or modification be allowed to remain if in violation of any of the Covenants and Restrictions contained in the Declaration, or in violation of any zoning or building ordinance or regulation. The ARC is empowered to enforce its policies, as set forth in the Covenants and this Manual, by means specified in the Covenants, including an action in a court of law, to insure compliance. The Association also has the right to levy a fine on Owners for modifications made without the written request and approval from the ARC.

KEY ARCHITECTURAL GUIDELINES

The ARC evaluates all submissions based on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the individual site and lot size, since what may be an acceptable design on an exterior in one instance may not be for another. The following criterion is general in nature and applies to all of the dwelling units in Holland Station Townhomes.

Relation to Holland Station Townhomes Open Space

Factors such as removal of trees, disruption of the natural topography and changes in rate or direction of storm water run-off may also adversely affect Holland Station Townhomes common open space.

Conformance with Covenants

All applications are reviewed to confirm that the request is in conformance to all applicable Covenants and Restrictions affecting Holland Station Townhomes common open space as recorded in the records of Wake County.

Validity of Concept

The basic idea of the proposed alteration requested must be sound and appropriate to its surroundings.

Design Compatibility

The proposed alteration must be compatible with the architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials color and construction details.

Location and Impact on Neighbors

The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight and drainage. For example, fences or landscaping may obstruct views, or access to neighboring properties; decks or larger additions may infringe on a neighbor's privacy.

Scale

The size of the proposed alteration should relate well to the adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.

Color

Color may be used to soften or intensify visual impact. Parts of an addition that are similar to the existing house such as roofs and trim should be matching in color. No permission or approval is required to repaint in accordance with the originally approved color scheme.

Materials

Continuity is established by use of the same or compatible materials as were used in the original house. For instance, an addition with stucco may not be compatible with a vinyl siding house.

Workmanship

Workmanship is another standard, which applies to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable to others.

Wetland/Preserve Areas

Certain areas within and contiguous to Holland Station Townhomes are designated as wetland and/or preserve areas for which the Association has the ultimate maintenance responsibility. Such areas are protected by various regulatory agencies, and as such, may not be disturbed by residents and/or the Association.

ARCHITECTURAL REVIEW APPLICATION PROCEDURE

STEP 1. Prior to any alteration, addition or improvement the property owner (not contractors or other parties) requests an Architectural Application from the Management Company or obtain from the community website.

STEP 2. Application is completed with all supporting documents and returned to:

**Holland Station Townhomes
c/o Elite Management Professionals, Inc.
4112 Blue Ridge Road Suite 100
Raleigh, NC 27612
Office 919-233-7660
Fax 919-233-7661**

STEP 3. The Management Company dates application upon receipt and it is deemed completed, thus starting the sixty (60) day approval/disapproval time frame, copies and distributes dated application to Architectural Review Committee or Board members, as appropriate.

STEP 4. Committee or Board members receive copies of the dated application, review and approve/disapprove within sixty (60) days from the date of receipt and return signed applications to the Management Company.

STEP 5. The Management Company receives approved/disapproved applications from the Committee or Board and returns a copy of the original to the homeowner with a stamped "Approved" or "Disapproved" within the sixty (60) day time limit from the original day of receipt. (In the case of "Disapproval", the reasons and/or requirements will be typed on the application, stamped and returned. Should the property owner want to resubmit another application or forward additional information required, the sixty (60) day process starts again with each submittal.) The Architectural Review Committee or Board member's names will not appear on the original application but will become part of the Association's permanent records by attachment to the original application.

STEP 6. Property owner receives authorization and starts project within sixty days from the approval date, or receives Disapproval and either, submits additional information or appeals for reconsideration (thus starting the sixty (60) day approval process once again), or abandons the project.

STEP 7. In the case where an application is not satisfactorily agreed upon by the Committee and the applicant, the applicant may appeal to the Board of Directors for reconsideration within sixty (60) days and final approval or disapproval.

SUMMARY OF PROCEDURES HOW TO PREPARE AN APPLICATION FOR ARCHITECTURAL COMMITTEE REVIEW

Completed applications should be delivered or sent to the Management Company. A sample application form is attached.

SITE PLAN

A site plan or property survey should be included with the application showing the location of existing structures and the boundaries of the Property. A preliminary plan or plot plan is not acceptable. Proposed changes or additions should be indicated including dimensions and distances from the home and adjacent properties. Please include one (1) copy of each of these documents.

MATERIALS AND COLOR

Samples of the materials and colors to be used and an indication of existing colors and materials should be provided. In most cases, a statement that the proposed wall, for example, is to be painted to match the existing house trim or house color is sufficient. Where materials and/or colors are compatible but different from those of the existing structures, samples or color chips should be submitted for clarity.

DRAWINGS AND PHOTOGRAPHS/ELEVATION

A graphic description of the request should be provided. This may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal

THE TOWN OF FUQUAY-VARINA

After receiving approval from the ARC, a permit may be required from The Town of Fuquay-Varina or other governmental authorities. The Applicant must determine whether this requirement applies to the requested modification.

THIRD PARTY COMMENTS

Written comments from neighbors and other residents concerning proposed changes must be furnished to the ARC. These comments will be considered during the review process. The ARC however, shall make its decisions based on standards set forth in the Covenants and further described in these Guidelines, Rules and Regulations, which may be updated from time to time.

Holland Station Townhomes, Inc.
C/O Elite Management Professionals, Inc.
4112 Blue Ridge Road Suite 100 Raleigh, NC 27612
Office 919-233-7660; Fax 919-233-7661

HOLLAND STATION TOWNHOMES, INC. ARCHITECTURAL STANDARDS, CRITERIA AND DESIGN REQUIREMENTS SUPPLEMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS

The following are ARC approved standards that are not specifically outlined in the **Holland Station Townhomes** Protective Covenants. No assumptions should be made that the restrictions included in the Protective Covenants and not listed here have been waived by the Association.

1. WINDOWS, DOORS, SCREENED ENCLOSURES AND PATIOS

- Bright-finished or bright plated (other than white) metal exterior doors, windows, window screens, louvers, exterior trim or structural members shall not be permitted. The use of black or white anodized aluminum to match the original trim is the preferred material.
- The use of reflective tinting or mirror finishes on windows and doors is prohibited.
- Security bars on windows or doors are prohibited.
- Only proper window treatments and blinds are allowed in the windows. Any broken blinds must be replaced.
- Screened enclosures (attached and detached) shall not be permitted on the front or sides of dwelling units without approval of the ARC.
- All screen enclosures must have a hip, gable or mansard roof.

2. AWNINGS AND SHUTTERS

Metal fold-down awnings and canopies do not meet the standards of the community with respect to conformity and harmony of external design and shall not be permitted or affixed to the exterior of any residence. Permanent fixed and operational shutters are permitted. Design and color of shutters must be coordinated with the house and be approved by the ARC.

3. LANDSCAPING

All improvements of landscaping must first be submitted to the ARC with a survey prior to installation. Proposed landscaping must be shown on a lot survey, which includes the house, all impervious surfaces and existing landscaping. All Landscaping installed with approval by the ARC must be maintained to the standards as set forth by the Association.

4. FENCES

a. All fencing shall be of the following style. 1). black powdered aluminium fencing, at a height of four (4) feet like pictured in Exhibit A. All fences must be approved by the ARC.

No fencing shall be placed on Holland Station Townhomes Homeowner Association property. No fencing shall be installed within any utility easements without prior written consent of the utility company.

The fence shall extend from the rear corners of the house in a direction toward the rear yard. **Fencing of the rear yard will make it no longer eligible for HOA-provided lawn maintenance for as long as said fence is in existence.**

5. ANTENNAS, SATELLITE DISHES, FLAGPOLES, SIGNS AND MAILBOXES

No exterior television or radio masts, towers, poles, antennas or aerials may be erected and none are to be erected in Common Area. Placement and landscape buffering requirements must be determined by the ARC as a condition of approval for satellite dishes. All satellite dishes must be maintained on a regular basis to include proper industry standard mounting and damages. One "For Sale" or "For Rent" sign shall be allowed to be erected or displayed on a Lot without written permission of the ARC. One political sign shall be allowed to be erected or displayed on a Lot without written permission of the ARC. Such sign shall not be placed on the Lot earlier than 60 days before an election and must be removed within 7 days after the election. No sign shall exceed 10 square feet. No sign shall be nailed or attached to a tree. The

ARC shall determine form, size, color, content, and time of placement and location of any other sign. This prohibition of signs, flags and banners does not apply to the Declarant or assigns.

6. PLAY EQUIPMENT, GARDENS AND DECORATIVE OBJECTS

All playground equipment or playhouses shall be placed to the rear of the property and only with approval of the ARC. Location on the Lot and screening requirements may be a condition of ARC approval. Trampolines are not permitted. Vegetable gardens require approval from the ARC and must be located to the rear of the property within owner's lot line. No clotheslines or similar structures shall be permitted on any portion of an Owner's property. No decorative objects such as sculpture, birdbaths, fountains and the like shall be placed or installed on the street side of any Lot without approval from the ARC. Window air conditioning units are prohibited. Above-ground and sub-surface fuel tanks are prohibited.

7. PETS, PET HOUSES AND PENS

No poultry, fowl, horse, cow, sheep, goat, pig, or animal other than household pets shall be kept, harbored, or bred on any of the said lots or within any home situated thereon. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals with the exception of pigs. Household pets may not be kept, bred, or maintained for any commercial purpose. All dogs shall be contained in an enclosed rear fence or decorative privacy fence. All dogs shall be kept on a hand leash and must not be allowed to become a nuisance by barking or otherwise disturbing neighbors. Tying a dog will not be permitted. Owners must clean up after their pets.

8. PATIO, PATIO ENCLOSURES, AND DECKS

Patio enclosures are an extension of the home and have a significant impact on its appearance. All enclosures should be designed to conform to the contours of the house color and materials should be compatible with the existing home and surrounding homes. All patio enclosures must have ARC approval prior to the commencement of construction. All patios, patio slabs and courtyards must be approved by the ARC prior to installation. All decks shall be constructed on the rear or side of the house.

9. PERMANENT BARBECUES / FIREPLACES

Permanent barbecues and fireplaces may be permitted in rear yards but should not be a dominant feature on the landscape and should be located so they will blend as much as possible with the surrounding area. Supplemental planting should be provided to soften the visual impact of the barbecue, particularly when little or no natural background or screening is available. No permanent barbecue shall be installed until approval is received by the ARC. All grills and open flame devices shall not be permitted to be used or stored within 10 feet of the dwelling. Nonpermanent barbecues must be stored in the back of the house when not in use.

Architectural Request Application

(This form may be used for both architectural changes and landscape changes.)

**Submit to: Elite Management Professionals, Inc.
4112 Blue Ridge Road Suite 100 Raleigh, NC 27612
(919) 233-7660 (Office) (919)233-7661 (Fax)**

Date of Application: _____ Date Received: _____
Name of Association: Holland Station Townhomes
Homeowner's Name: _____
Address: _____
Lot #: _____ Email Address: _____
Home #: _____ Work/Cell #: _____
Anticipated Project Completion Date: _____

Project must be completed within 120 days of approval or additional written permission will be needed from Committee/Board for an extension of time.

Homeowner agrees to replace and/or repair at their sole expense any damages to any common areas and personal residence areas such as walking areas, trees, buildings, roads, etc. as a result of making the approved modifications.

_____ (homeowner initial)

A narrative description of the proposed improvement must be attached. **Please use a separate sheet of paper.**

In the case of an addition or modification to the exterior of your home, please specify the following:
_____ Dimensions _____ Heights _____ Colors _____ Materials to be used. _____ Plot plan/
elevation _____ Illustration drawing

A copy of your lot survey map demonstrating the location of the proposed exterior design change on your lot in relation to the home and other existing structures is required. Other items that may be helpful are: sketches, specifications, professionally prepared and sealed plans, pictures, paint charts, or any other information that will assist in reviewing this application. Please attach these to this request prior to submitting it for review.

All improvements must be thorough, with no less than good quality materials, free from faults and defects and in compliance with any and all applicable laws, regulations, and ordinances. Any deficiencies in workmanship or materials, determined by reasonable standards of construction in your Town or City, shall be corrected upon request of the Association at the cost of the homeowner. Such corrections must be performed within thirty days of written notice from the Association or its duly appointed representative.

Homeowner will be responsible for contacting any applicable municipality and for the cost to obtain permit(s) and inspection(s) if required. Upon transfer of ownership of subject property, homeowner agrees to inform the new owner of any maintenance agreements that have been set up prior to the transfer.

_____ (homeowner initial)

Signatures from all **property owners that are connected to your lot and from homeowners that would have a reasonable view of the improvement from their property are required. Please provide neighbor signatures on the lines below.**

If the townhome adjacent to your townhome is occupied by a tenant, the signature must be obtained by the owner of the unit. Please obtain their signatures prior to submitting your request in the area below or on a separate sheet of paper if necessary.

I acknowledge that the requesting property owner has shown (me/us) the details of the proposed improvement described on this form and that (my/our) signature represents only (my/our) awareness of the request. I understand that (I/we) may make verbal or written comments directly to the Board/Committee if desired.

NAME	SIGNATURE	ADDRESS	LOT#

Thank you for submitting your request for improvements.

NOTE: I understand that I must receive approval of the Board of Directors/Committee in order to proceed. I understand that the Board/Committee 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 120 days after receiving approval. I further understand that work that begins prior to written approval may result in a fine charged to me.

_____ (Homeowners initials.)

A decision was made regarding your request on: _____

APPROVED as requested: _____

CONDITIONALLY APPROVED with the attached/following conditions: _____

DENIED _____ (Should the Board/Committee deny your request, you may appeal to your Board of Directors in writing at the next regularly scheduled Board meeting. Please submit your appeal to: Elite Management Professionals, 4112 Blue Ridge Road Ste 100 Raleigh NC 27612. ONLY WRITTEN APPEALS WILL BE RE-CONSIDERED)

Exhibit A

APPROVED FENCE STYLES*

CHECK FENCE STYLE BELOW AND SIGN:

☐ Fence Style #1- Black Aluminum Fence _____

SIGNATURE

DATE



☐ I/We select the black aluminum fence -4 ft.

Important Notes:

- Dry utilities are located in the rear of the properties.
- Homeowner is responsible for contacting any and all applicable municipality and utility companies for obtaining any necessary permit(s) and inspection(s) if required.
- Homeowner is responsible for landscape maintenance within fenced yard.
- Consideration to rear fence placement will depend on retaining walls, if any.