

IMPORTANT HOMEOWNER DOCUMENT

HERITAGE

*Heritage Three
Property Standards
&
Architectural Guidelines*

Heritage Three Homeowners Association, Inc.

Revised 2020

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I. Introduction

A. What is this document?

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

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

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

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

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

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

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

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

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

¹ *Declaration of Covenants, Conditions and Restrictions for Heritage Three*, dated 20 April 2012.

² *Articles of Incorporation of Heritage Three Homeowner's Association, Inc.* dated 15 March 2012.

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

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

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

Under the terms of the *Covenant*, the Board has established an Architectural Review Committee (hereafter, Master ARC) with responsibility for reviewing and approving homeowner requests for structural or landscape modifications. Heritage Gates, a sub-association within Heritage Three may also have an Architectural Review Committee (hereafter, Heritage Gates ARC). The Management Company will evaluate an owner’s request for change and the request for a decision is forwarded to the appropriate Architectural Review Committee.⁵

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

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

The *Guidelines*, also derived from the *Covenants*, describe the process for approval that governs any proposed new construction or any modifications to the exterior of

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

⁴ Article IX, Architectural Control, *Declaration of Covenants, Conditions and Restrictions for Heritage Three*.

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

⁶ Article VIII, Section 9, *Declaration of Covenants*...allows the Board to promulgate and enforce rules for Heritage Three.

an owner's home or property.⁷ The Association has assigned the administration of the *Guidelines* to the Master ARC.

II. Property *Standards*

A. What are the *Standards*?

The minimum “protective covenants” for Heritage Three are referred to as *Standards*. They are the rules, regulations, and specifications for owners and families living within the Association.

Owners of properties adjacent to the Greenway system and owners who reside in Heritage Gates may have more restrictive standards in some areas. Those owners should also consult their contractual governing documents.

B. Who administers the *Standards*?

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

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

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

1. Alterations to structure or landscaping

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

2. Animals⁸ (See also Pens, pet yards, and pet houses)

- a. An owner may have household pets, provided they are not being kept for commercial purposes.
- b. No animals, other than household pets, may be kept or maintained at any Heritage Three residence.

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

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

- c. Owners are responsible for ensuring that household pets are maintained in compliance with all laws and ordinances of the State of North Carolina, Wake County, the Town of Wake Forest, and these *Standards & Guidelines*.
- d. Damage or destruction of property by household pets will be considered a nuisance violation.
- e. All homeowners are required to pick up after their pets and to keep their yards free of offensive pet odors.
- f. Excessive dog noise will be treated as a noise ordinance violation and a nuisance.
- g. Additional rules and regulations regarding dogs may be found in the *Appendix*, Section VII.

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

No exterior antennae are allowed without prior approval.

4. Attachments to roofs or buildings

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

5. Automobiles (See **Parking; Vehicles, Inoperable; Vehicles, Repair**)

6. Barbeque equipment and outdoor cooking equipment

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

7. Basketball goals

- a. Basketball goals are permitted but are limited to no more than one per house.
- b. Basketball goals may not be mounted directly on the residence.
- c. An installed basketball goal must be mounted on a single pole and may be cemented into the ground.
- d. Basketball goals must be placed in the rear third of the driveway (toward the house) and stored in this same location at the end of play.

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

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

9. Boats, waterborne vehicles

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

10. Building materials

- a. Building materials used in new construction or in residential renovation must conform and harmonize with the existing structure and with neighboring structures.
- b. Tile roofing, vinyl or aluminum shingles and siding are building materials not permitted in Heritage Three .
- c. The use of all building materials requires prior approval.
- d. No trade materials or inventories (other than materials used for active construction of approved structures on the property) may be stored where they are visible.

11. Burning

No outside burning of wood, leaves, trash, garbage or household refuse is permitted in the town limits of Wake Forest. Free standing or built-in fireplaces, fire pits, and chimineas, which are designed for residential use and are fire-rated may be used within the community.

12. Clotheslines

Outdoor clotheslines are prohibited in Heritage Three .

13. Commercial vehicles

- a. The term "commercial vehicle" as used herein shall mean and refer to motorized trailers, hitches, vehicles, vans, buses or trucks or eighteen wheelers or tractors whose principal purpose is for use in a trade or business and which contain pipes, ladders, tools, trailers and other equipment hanging off of or shown on the exterior of the vehicle, van, bus or truck.
- b. The phrase "commercial vehicle" shall not include vehicles, vans, buses or trucks with commercial logos, signs, emblem, insignia or advertising displayed on the vehicle provided such vehicles, vans, buses or trucks do not have pipes,

ladders, tools, and other equipment hanging off of or shown on the exterior of the vehicle, van, bus or truck.

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

14. Common Area

- a. Owners have the right to enjoy and use the Common Area in Heritage Three and to convey that right to family members, tenants, and household guests.
- b. Owners are prohibited from making any alterations to the Common Area, including planting, constructing, or removing materials within that area.
- c. Owners may not store objects in the Common Area.
- d. Owners are liable to the Association for damage to the Common Area, roadway medians, and/or landscaped rights-of-way that are caused by negligence or willful misconduct of the owner, the owner’s family members, tenants or guests.

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

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

16. Compost

Composting is permitted, providing such activity is kept in the rear of a property, is neatly maintained and is screened from view from any adjoining home or street.

17. Decks, patios, gazebos, and screened porches

- a. All decks, patios, gazebos and screened porches must conform and harmonize with existing structures and blend in with the natural terrain.
- b. Any new deck, patio, gazebo, or screened porch construction requires prior approval.
- c. Decks, patios, gazebos, and screened porches may not extend past the side of the house and, unless a variance is approved, must be located in the rear of the property.
- d. The construction of a deck, patio, gazebo, or screened porch may not pose a drainage problem for the owner or the owner's neighbors.
- e. Aluminum or vinyl building materials are not permitted for decks, gazebos, or screened porches. Composite or other materials that are wood-like in appearance will be reviewed on an individual basis.

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

19. Driveways, parking pads

- a. Proposed changes in residential driveways, including the addition of a driveway extension, must be submitted for approval.
- b. Driveways or parking pads must be paved with approved materials.
- c. Gravel driveways and gravel driveway extensions are not permitted.
- d. Driveways and driveway extensions must be maintained in good repair.
- e. All vehicles must be parked in the driveway, driveway extension, or in the garage. No vehicle may be parked on any other portion of the property.

20. Easements

- a. Each residential property includes an easement⁹. This easement is reserved for the installation, maintenance, replacement, use, operation and removal of utilities, drainage facilities, and other impoundments by the Association, government entities, and public utilities.
- b. Owners may not place a permanent obstruction in the easement.
- c. Owners have the responsibility to keep the easement clean, well-maintained, safe and in an attractive condition.

⁹ Article X, Easements, *Declaration of Covenants...*

21. Exterior maintenance¹⁰ (See also Lawns; Landscaping; Litter and unsightly materials)

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

22. Exterior painting

- a. All exterior painting of the residence must use the existing color, unless a change in color has been approved in advance.
- b. All exterior paint and stain must be maintained in uniform and good repair, with no peeling, chipping, cracking, or discoloration on the trim or siding.
- c. When submitting an application for an exterior color change, owner must include photos of the two homes to the left, two homes to the right and the home directly across the street. The photos must accurately depict the current color scheme of each of the five homes.

23. Fences

- a. Fences are permitted in some neighborhoods in Heritage Three , but Heritage Gates is a sub-associations which has unique fencing requirements.
- b. The specifications for approved fences are found in the *Appendix*, Section VII.
- c. Plans for the construction of a new fence must be approved in advance.
- d. All fences must be maintained in good condition with an attractive appearance.

24. Firearms/Fireworks

The discharge of firearms on property in Heritage Three is prohibited. The lighting of fireworks is not permitted in Heritage Three .

25. Fireworks

The lighting of fireworks is not permitted in Heritage Three .

¹⁰ Article XI, Maintenance, *Declaration of Covenants...*

26. Flags & Flag poles

Flag poles must have a maximum height of 20 feet from grade. They must be a satin finish aluminum pole with internal halyard or have a telescoping design that does not require a halyard. A 4' X 6' US flag and NC flag may be flown on the flag pole, in accordance with §47F-3-121 North Carolina Planned Community Act.

27. Garbage cans, trash receptacles, and recycling bins

- a. Garbage cans, trash receptacles and recycling bins must be stored either in the garage or against the side or rear of the house.
- b. Garbage cans, trash receptacles, and recycling bins must be kept in clean and neat condition with no offensive odors.
- c. Garbage cans, trash receptacles, yard waste and recycling bins may be placed at the curb the evening before the scheduled pick up day and must be returned to the storage location the evening of the pick up.

28. Garbage, Trash and Recycle Enclosures

A vegetative or constructed enclosure should be used for screening trash and recycle cans. Plans for any enclosure or screening, other than plantings, must be approved by the ARC in advance.

A request for approval of a planned constructed enclosure must include the following:

- * A plat map showing enclosure placement and dimensions.
- * A planting plan is recommended and is required for corner lots.
- * Constructed material should be the same as those used for the home. The color must match the existing home and trim.
- * Provide details about the design, materials used and the paint color.
- * The enclosure should be constructed to a 48" height.
- * A picket fence may be used on homes that have an existing picket fence installed.
No vinyl, aluminum or plastic screening is permitted.
All enclosures must be maintained in good condition with an attractive appearance.

29. Garden equipment

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

30. Gardens

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

- b. Vegetable gardens are permitted in the rear yard of a home.

31. Gas meters

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

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

33. Grading of property

- a. Proposed changes to the topography of an owner's property must be approved.
- b. Owners considering re-grading of property are responsible for contacting and complying with all appropriate local, state and federal agencies for any changes in buffer areas, wetlands, or floodplains.

34. Hazardous materials carriers

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

35. Heating & air conditioning equipment

Above ground exterior air conditioning, heating and other mechanical equipment must be either wholly inside the residence or garage or wholly within an area that is appropriately screened.

36. Hedges

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

37. Home-based business

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

b. For the purposes of this section, “objectionable effects” shall be determined in the sole discretion of the Association, however, may include, without limitation, excessive noise, odor, traffic and any other noxious effect inconsistent with a residential neighborhood. *Please refer to Section 9.4 Home Occupations of the Unified Development Ordinance for the Town of Rolesville NC. A digital copy is available upon request.*

38. Hose caddies

- a. Hose caddies may be affixed to the home or enclosed in appropriate container. If the hose caddy is in the front of the house, it should be screened.
- b. If the residence is in a sub-association, additional requirements may apply.

39. Illegal activities

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

40. Improvements

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

41. Land use

- a. Each owner’s property may be used exclusively for single-family, non-transient, residential purposes. A home-based business is a permitted accessory use.
- b. No building or other structure may be constructed, placed, or allowed to remain on the property with the exception of one single-family dwelling, an attached or detached garage, an approved outbuilding or storage building and approved play equipment.

42. Landscaping/Edging (See also **Lawn Maintenance; Trees)**

- a. Changes in the undisturbed natural state of the property, or the area dedicated to grass or other live foliage, or to the areas covered with mulch or other ground cover require approval.
- b. Plants, shrubs and flowers may be planted within ten (10) feet of the front of owner’s house. Flowers and shrubs may also be planted around trees or the mailbox.
- c. Natural areas, grass, foliage, mulch and ground cover must be neatly maintained at all times.

- d. Owners are responsible for the maintenance of the trees and shrubs at their residence.
- e. Drainage improvements (with prior approval): 1) owner is allowed to have water cross their property if they are downhill, 2) owners are permitted to do what is necessary to avoid and minimize the stormwater impact to their property, which could mean you have to store water for a short period of time during a heavy rain event and 3) all solutions implemented should not cause damage to the surrounding properties.
- f. Edging falls into two categories temporary and permanent.

Temporary is defined as metal, vinyl, plastic or like material in a natural color (black, brown, dark forest green) that does not exceed 4" in above ground height is flat on top with no decorative designs. Since it is considered to be temporary it does not require ARC approval.

Permanent is defined as natural stone, engineered stone or custom stamped concrete in colors that coordinate with the current stone work on the home. Any installation of this type must be professionally installed and requires prior approval by the ARC.

43. Lawn furniture

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

44. Lawn maintenance

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

45. Lighting, outdoor

- a. The installation of permanent outdoor lighting is permitted, providing that
 - 1) the lamp design matches existing exterior lights on the residence, and
 - 2) only a single walkway or entrance lamp is installed, with a post that does not exceed seven (7) feet in height from the base of the light fixture

- b. Exterior lighting, including landscape lighting, must be kept in working order.
- c. Winter holiday season lighting may be displayed only between Thanksgiving and January 10th.
- d. Other temporary seasonal outdoor lighting is permitted but may be displayed no sooner than two (2) weeks before the holiday and must be removed no later than two (2) weeks after the holiday.
- e. Any exterior lighting not addressed in items a-d above requires ARC approval prior to any installation.

46. Litter and unsightly materials

- a. The owner is responsible for the prompt removal of all litter, trash, refuse and waste on the property and any which also extends or blows into the common area or adjacent properties.
- b. No unsightly materials of any kind may be stored, regularly placed, or allowed to remain on any owner's property.

47. Mailboxes and posts

- a. All mailboxes must be affixed to the residence on a Lot, shall be affixed to a substantial pole or stand permanently placed in the ground and shall not be located within a sidewalk.
- b. Mailboxes and mailbox posts must be maintained in good condition.
- c. Mailboxes and mailbox posts must be repainted or replaced in the original color and style. The approved color for repainting is "Sherwin Williams Jasper SW6216 Exterior Flat." Parts and additional repairs can be obtained by contacting a manufacturer's supplier, such as Post & Pickets, at (919)772-7170 (www.MoreThanAMailbox.com) or Southern Woodcraft at (919)693-8995 (www.southernwoodcraft.net). Southern Woodcraft can provide the 3" gold vinyl numbers and they have the Heritage template on file. Their contact is Jennifer Adcock and you can reach her at (919) 693-8995 ext. 24.
- d. Owners residing in Heritage Gates may have additional restrictions.

47. Mobile or modular homes

- a. No mobile home, modular home or other similar structure shall be erected, placed or allowed to remain on a residential property.
- b. No pre-engineered or pre-fabricated buildings may be erected, placed or allowed to remain on a residential property without prior approval.

48. Mulch and pine straw

Mulch and pine straw shall be maintained in good condition and free of weeds at all times. Mulch is defined as organic matter (as derived from living materials) such as pine straw or brown, black or natural wood mulch, and shall not include crushed gravel or stones of any kind.

49. Moving of existing structures onto property

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

50. New construction

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

51. Noise or offensive activity

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

52. Outbuildings

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

- a. incidental to residential use,
- b. constructed of the same, or substantially the same, materials as the residential dwelling,
- c. architecturally compatible with the residential dwelling,
- d. located no closer to the front boundary line of the property than the rear wall of the single-family residence located on the property,
- e. located no closer than ten (10) feet from rear and side property lines for residences not on corner lots and at least twenty (20) feet from the street side property line for corner residences, and
- f. approved in advance.

53. Parking

- a. All authorized vehicles belonging to owners and/or others of the residence must be parked in the driveway or in the garage.

- b. No vehicles may be regularly parked on the streets.
- c. No vehicles may be parked on residential lawns or in the Common Areas.
- d. Parking on the sidewalk, or on that portion of the sidewalk that goes through a driveway, is prohibited,
- e. Parking for extended periods, or storage of house trailers, recreational vehicles, campers, water crafts, boats, and utility trailers on the property is prohibited, unless fully enclosed in a closed garage.
- f. Short term temporary parking in the driveway of house trailers, recreational vehicles, campers, watercraft, boats, and utility trailers is permitted for a period that may not exceed twenty-four (24) hours.
- g. No inoperable vehicles may be parked in the driveway or on the resident's property, unless they are stored in a fully enclosed garage with the doors shut.
- h. No commercial vehicles may be parked at a residence or in the Common Area unless stored in a closed garage or out of view from all streets within the community. (See 14. *Commercial Vehicles* for definition of "commercial")

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

55. Pet houses

- a. Pet houses may be constructed, with prior approval, within an area that is walled, fenced or screened.
- b. Houses for pets may not be visible from the street.

56. Pets (See **Animals**)

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

58. Playground equipment

- a. Playground equipment that is made of wood, wood-look, or metal and is painted predominately dark green and/or brown is permitted, providing it is located at the rear of the house, is at least three (3) feet from all property lines, and does not encroach into the buffer area.
- b. It is recommended that play equipment be installed in accordance with guidelines set by the US Consumer Product Safety Commission. See <http://www.cpsc.gov/cpscpub/pubs/324.pdf> for further information.

59. Pools & Hot Tubs

- a. The installation of a hot tub outside of the home requires prior written approval.
- b. The construction of in-ground swimming pools is not permitted without prior written approval.
- c. Temporary or inflatable pools are permitted, providing that they:
 - 1) are of a size or depth that does not require a ladder to enter,
 - 2) do not have a filtration system, and
 - 3) are maintained in a sanitary manner.
- d. If a temporary or inflatable pool is erected in a driveway or front yard of a residence, it must be emptied at the end of each day and stored in the garage or in the rear of home.

60. Propane tanks

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

61. Rain barrels

- a. Rain barrels that meet Heritage Three specifications are permitted.
- b. The specifications for approved rain barrel installation are listed in the *Appendix*, Section VII.

62. Recreational vehicles

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

63. Rentals

Any lease agreement between an owner and a lessee shall include language that commits the lessee to uphold the provisions of the *Covenants*, the *Articles of Incorporation*, the *Bylaws* of the Association¹¹, and the *Standards & Guidelines*.

¹¹ *Bylaws of Heritage Three Homeowner's Association, Inc.*

Failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease.

64. Repair

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

65. Satellite dishes

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

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

66. Screened porches (See Decks, patios, gazebos, and screened porches)

67. Signs

- a. A single sign is permitted in front or rear of a residence in Heritage Three, provided it meets the requirements for conformity, size, duration, and placement.
- b. The sign requirements, with illustrations and sources, are found in the *Appendix*, Section VII.
- c. Contractor/home improvement related signage is limited to one per home and may only be displayed for 30 days.

68. Seasonal decorations and lights (See **Lighting, Outdoor)**

69. Sight lines

- a. Foliage must be controlled to prevent the obstruction of sight lines for motorists.
- b. Fences, walls, hedges, and shrubs at all corner residences must be no closer than twenty (20) feet from the back edge of the curb on any street facing a side of the property.

70. Solar panels

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

71. Storage of materials

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

72. Storage sheds and play houses

- a. Plans for adding a storage shed or a play house at a residence must be approved in advance before construction can begin.
- b. Approved storage sheds and play houses must:
 - 1) be situated behind the owner's residence so that it can not be seen from the road when standing directly in front of the house
 - 2) be no larger in size than eight (8) feet by twelve (12) feet,
 - 3) be constructed of wood and finished with a siding material which is similar in color and composition to the residence,
 - 4) have a suitably-constructed flooring system or foundation. (A masonry foundation or slab is permitted, provided that it is completely enclosed by brick or siding to grade level),
 - 5) be located at least ten(10) feet from all property lines,
 - 6) have a roof with twelve (12) inch overhangs, have a similar pitch, be made of similar materials and be of a color similar to the residence.
- c. Approved construction of a storage shed or play house may include instructions to provide buffering landscaping.

73. Temporary structures

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

74. Toys

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

75. Tractors

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

76. Trampolines

Trampolines are permitted if they are kept in good repair and stored within the garage or rear yard when not in use.

77. Tree houses

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

78. Trees

- a. Owners are responsible for the maintenance of trees on their property, including pruning, the removal of dead or diseased trees and the replacement of removed trees.
- b. Removal of any tree at a residence requires prior approval. The review process will be expedited in the case of a diseased or dead tree.
- c. Owners will generally be required to replace trees that have been removed. The number and size of the replacement trees will be based on the number of trees on the property and the location of the removed trees.
- d. When submitting a request to remove trees, Owner must submit a photograph of the yard, clearly marking the tree(s) slated for removal. If a photograph is not available, a copy of the plat plan marking the location of all trees on the property, along with an "X" on each tree slated for removal. The caliper of the trunk of each tree must also be listed.

79. Utility connections

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

80. Vehicles, inoperable

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

81. Vehicles, repair

No exterior portion of the residential property may be used for the repair of automobiles which cannot be completed within a forty-eight (48) hour period.

82. Walls

No wall shall be constructed at any residence without prior approval.

83. Watering

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

83. Water and Drainage

- a. The homeowner has to allow water to cross their property if they are *on a slope*.
- b. Homeowners may make approved landscaping changes to minimize impact of water on their property. Even then, they may have to tolerate the accumulation of surface water for a short period of time during a heavy rain event. All solution plans must be approved by the ARC prior to making changes to existing architecture/existing grade.
- c. Any solutions implemented should not cause damage to surrounding properties.
- d. All improvements to the homeowner's property may not create or worsen a drainage problem for Homeowner or owner's neighbors.

Further information about surface water storage from rain events can be found at <http://www.wakegov.com/water/stormwater/management/Documents/WC%20Stormwater%20Ordinance.pdf>

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

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

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

- 1. The topography and landscaping within a natural area or landscape buffer area shall not be disturbed or altered without the prior written consent of the Association.
- 2. No greenway area shall be fenced, screened or otherwise enclosed, and no other improvements of any kind shall be constructed, placed or allowed to remain within the greenway.

3. Owners on the Greenway who desire to install fencing may only use the approved metal fencing (see the *Appendix*, Section VII).
4. No play equipment, bicycles, barbeque equipment, trampolines, toys, or other such objects may be placed in the Greenway.
5. Decks must be stained or painted if visible from the Greenway.

II.C. Supplemental *Standards* for Homeowners in Heritage Gates HOA.

Under the *Covenants*¹², the Board of Directors Heritage Gates sub-association may implement more restrictive *Standards* than those listed in Section II.A above.

III. Architectural (Property) *Guidelines*

A. What are the *Guidelines*?

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

B. Who administers the *Guidelines*?

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

C. What is the Master ARC?

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

The Master ARC is composed of at least three (3) homeowners who are "generally familiar with residential and community development design matters and

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

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

knowledgeable about [the Association's] concern for a high level of taste and design standards within the [community]".¹⁴ Committee members are appointed by, and serve at the pleasure of, the Board.

The Master ARC's responsibility is:

- 1) to review owner's requests for changes in the exterior of the home or landscape¹⁵
- 2) to ensure that the proposed project complies with the architectural provisions of the *Covenants* and *Standards & Guidelines*, and
- 3) to rule on these requests.

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

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

D. What is a Sub ARC?

The only sub-association in Heritage Three is Heritage Gates.

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

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

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

¹⁴ Article IX, Section 2, *Declaration of Covenants*.

¹⁵ Exceptions to the Master ARC's responsibility are requests for change from owners residing within Heritage Gates association.

¹⁶ Exceptions to Heritage Gate's ARC's responsibility are requests that include a change from the original building materials. The Master ARC will be responsible solely for determining whether a new or previously unused material is acceptable to utilize. Heritage Gates has the final authority to determine whether the material is acceptable to be utilized in the sub association based upon the factors cited in the Guidelines.

An Architectural Review Committee evaluates each application on the individual merits of the application and the criteria listed below¹⁷:

- 1) *Validity of concept*: The basic idea of the exterior change must be sound and appropriate to its surroundings.
- 2) *Compatibility¹⁸ of design*: The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting.
- 3) *Scale*: The three-dimensional size of the proposed change must relate satisfactorily to adjacent structures and their surroundings.
- 4) *Materials*: Continuity is established by use of the same or compatible materials as used in the existing home. Siding materials and shingles must match existing structure.
- 5) *Color*: Color may be used to soften or intensify visual impact.
- 6) *Landscape and environment*: The exterior change must not unnecessarily destroy the natural landscape or the achieved man-made environment.
- 7) *Relationship of structure and adjoining property*: The proposed change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.
- 8) *Protection of neighbors*: The interest of neighboring residents should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design, which may have substantial effects on neighboring property. The Master ARC will consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.
- 9) *Workmanship*: The quality of work must be equal to or exceed that of any existing structure.

F. What is an architectural or landscaping change?

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

¹⁷ Disclaimer: *The Architectural Review Committees reviews applications primarily based upon aesthetic qualities, the Association's governing documents and basic construction practices. Owners (and their contractors) are responsible for determining and ensuring that all applicable municipality, county, and state requirements are met and all necessary permits, variances, etc. are obtained. Should the requirements set forth by the municipality, county and state be more stringent/restrictive than those established by the Association, the more stringent/restrictive requirements prevail.*

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

Examples of architectural or landscaping changes include the following construction projects or installations: all buildings, storage sheds or areas, roofed structures, decks, patios, parking areas, exterior recreational areas, recreational equipment and facilities, mailboxes, exterior antennae, dishes or other apparatus to receive or transmit television or radio or other microwave or other signals, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope of a property, landscaping, swimming pools, tennis courts, signs, exterior illumination and changes in any exterior color.

No change may be initiated until an *Architectural Request* has been submitted and approved.

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

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

- 1) The owner must submit a copy of a completed *Architectural Request* form (See *Appendix*, Section VI), with the necessary signatures¹⁹ and documentation, to the Management Company at least forty-five (45) days before the anticipated start of the improvement project.²⁰
- 2) The Management Company confirms that all necessary information and documentation is included with the *Architectural Request* and, if the application is found to be complete, will initial and date-stamp the *Architectural Request*.
- 3) The Management Company forwards one copy of the completed *Architectural Request* to the Master ARC²¹.
- 4) The Master ARC considers the *Architectural Request* at its next regularly-scheduled meeting, rendering a decision on the *Architectural Request* within forty-five (45) calendar days from receipt of a complete *Architectural Request*.²²

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

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

²¹ From this point forward, references to the Master ARC may also mean the Heritage Gates ARC as appropriate.

²² If the Master ARC fails to render a decision on a date-stamped *Architectural Request* within the allotted forty-five (45) days, the application will be considered to have been approved.

- 5) Once the Master ARC makes a decision, the Management Company will send an *Architectural Request Resolution Letter* to the owner which will include one of the following categories of decision:
 - a. APPROVAL: The application is approved as submitted.
 - b. APPROVAL WITH CONDITIONS: The overall proposal is accepted but with certain specified changes, limitations, or requirements that must be followed.
 - c. DISAPPROVAL: The application is denied. The owner may appeal the decision to the Master ARC within fifteen (15) business days.
 - d. ADDITIONAL INFORMATION REQUIRED: The Master ARC has determined that additional information is needed for review of the application. In this case, the entire process begins again once the Management Company receives the requested information. The owner should follow the same submission procedure. The Master ARC will act swiftly on all re-submissions.
- 6) An approved *Architectural Request* is valid for one (1) year from the date of the approval letter.
- 7) Once work has begun on an approved *Architectural Request*, the project must be completed within ninety (90) days
- 8) The Master ARC reserves the right to visit the owner's property and inspect the requested improvement project to verify that the specifications described in the approved *Architectural Request* have been followed, to note problems encountered, and to gather "pointers" which might help other residents contemplating similar projects.

The **approval process for owners in Heritage Gates** includes the following:

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

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

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

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

The appeal process is as follows:

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

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

- **What are the penalties for not complying with the *Standards & Guidelines*?**
 - A. An exterior architectural or landscaping change made without the owner receiving the required written approval or non-compliance with the *Standards* set forth in this document, constitutes a violation of the *Covenants* and the *Standards & Guidelines*. A violation may require removal or modification of the work at the expense of the property owner or resolution of a *Standards* violation within a specified period.
 - B. When a violation is determined to have occurred, the following steps shall be taken:
 1. The Master ARC will investigate a reported violation and report its findings to the Management Company. The Management Company will communicate in writing with the homeowner, identifying the violation, and giving notice of a requirement for compliance and a timeline in which to comply.
 2. If the owner fails to correct the violation, the Management Company shall submit the matter to the Board.
 3. The Board will invite the homeowner to a hearing, where the homeowner will have opportunity to explain the violation.
 4. After the hearing, the Board will communicate its decision, in writing, to the homeowner. Fines of up to \$100 per day may be imposed by the Board, but will not begin any sooner than five (5) days after the hearing date.

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

V. Contact information

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

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

Phone: 919-847-3003

Fax: 919-848-1548

E-mail: info@charlestonmanagment.com



ARCHITECTURAL REQUEST

*Heritage Three
Homeowners Association, Inc.
Section of Community* _____

Name: _____ Date: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

E-mail Address: _____

In order for your application to be reviewed, you must submit all required information for your application to be deemed complete. Please note failure to provide this information may cause a delay in the review process. Provide a detailed description below:

Each request must be accompanied by the following additional information:

1. Plot Plan with location of project shown, a bird's eye view drawn to scale indicating all dimensions (length, width, height, square footage) and distance to property lines. For fencing, indicate existing fences and if you will be attaching or abutting, plus setback dimensions and location and size of any gate(s).
2. Materials List. For landscaping requests, include list of plants to be used with locations shown and size of plant type at maturity.
3. Indicate color(s) and include paint/stain samples and note if it will match the existing home.
4. Provide photos of proposed project. For tree removal, please include photos of the tree(s) marked with an "X".
5. Drainage Plan and/or landscaping plan as applicable.

Please mark the box with an "X" beside your proposed project type. The numbers in parentheses correspond to the required attachments for each project.

☐ Fence (1,2,3,4)	☐ Landscaping (1,2,5)
☐ Storage Shed (1,2,3,4)	☐ Tree Removal (1,2,4)
☐ Deck/Screened Porch (1,2,3,4,5)	☐ Play Equipment (1,2,3,4)
☐ Patio (1,2,3,4,5)	☐ Other as applicable (1,2,3,4,5)

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

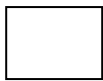
REQUIRED: All directly adjoining neighbors' signatures for any exterior modification.

My signature acknowledges I am aware of my neighbor's proposed improvement(s)/addition(s). If I have any concerns or questions about the proposed project I will direct them to the Board of Directors and/or Architectural Committee.

NAME	SIGNATURE	ADDRESS	LOT #

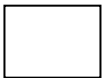
I understand that this application will be reviewed by the Board of Directors (or its Architectural Committee). I further understand that the Board of Directors (or its Architectural Committee) has the authority to approve, approve with conditions or deny this request and that there is no appeal other than resubmission of a modified request. I further understand that the placement and design of my improvement must meet the architectural guidelines, regardless of my submission or errant approval of such submission. A variance from standards must be noted by the committee in the comments section below. Please note the Board/Committee is allowed up to 45 days to render a decision from the date the complete application is received.

_____ Signature	_____ Date
--------------------	---------------



Initial
Here

Submission without a Plat Map/Survey: I hereby certify that my mortgage company did not require a survey. In lieu of a recorded plat map, I certify that the attached rendering is true, complete, and correctly drawn to scale to the best of my knowledge. As lot Owner, I accept liability for any inaccuracies that may be proven in the future and release the Association, Management and its Agents from any responsibility.



Initial
Here

Disclaimer: The Association reviews applications primarily based upon aesthetic qualities and to a lesser degree, basic construction practices. Owners (and their contractors) are responsible for determining and ensuring that all applicable municipalities, county and state requirements are met and all necessary permits, variances, etc. are obtained. Should the requirements set forth by the municipality, county and state be more stringent/restrictive than those established by the Association, the more stringent/restrictive requirements prevail.

You may submit your application via E-mail (info@charlestonmanagement.com), Upload your request directly to the website at www.charlestonmanagement.com (see instructions below), Fax (919) 848-1548, US Mail to:

Heritage Three HOA
c/o Charleston Management Corp
PO Box 97243
Raleigh NC, 27624

Directions for Uploading your request online:

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

Select 'Architectural Control'

- Create a request
- Submit your scanned form

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

VII. Appendix

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

A. Fences

Fences are permitted in all single family neighborhoods in Heritage Three. Some sub-associations may prohibit additional fences²⁴. This fencing guide applies to Heritage Three homes not otherwise controlled by sub-association requirements.

Plans for the construction and installation of a new fence must be approved in advance. Special height, material, location and need considerations will be considered on an *ad hoc*, site specific basis.

A request for approval of a planned fence must include the following:

1. A plat map showing fence placement.
2. Details about the design of the fence, its height, the material to be used, the paint or stain colors.
3. A planting plan (for corner lots).

No fence may exceed forty-eight (48) inches in its highest point, and vertical pickets must be spaced at least one and one-half (1 ½) inches apart. A variance to fifty four (54) inches may be approved for some swimming pool fences.

Front yard fencing is not permitted.

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

Fences in yards on corner lots must be placed twenty (20) feet back from the lot line, and shrubs must be planted on the street side of the fence in such a manner as to cover two-thirds (2/3s) of the height of the fencing within two (2) years. Wooden fences are allowed only on properties that are not adjacent to the Greenway or buffer areas adjacent to the Greenway. For wooden fences, the vertical boards must be on the outside (with the rail on the inside, ie. "friendly side out"). Black aluminum fencing material is the only approved fence material for those who live adjacent to the Greenway or Buffer Areas adjacent to Greenway. Puppy panels may be installed on the bottom third of an aluminum fence panel, not to exceed a maximum of sixteen (16) inches in height. Fences in yards adjacent to the Greenway or Buffer Areas may not be constructed in the Greenway or Buffer areas.

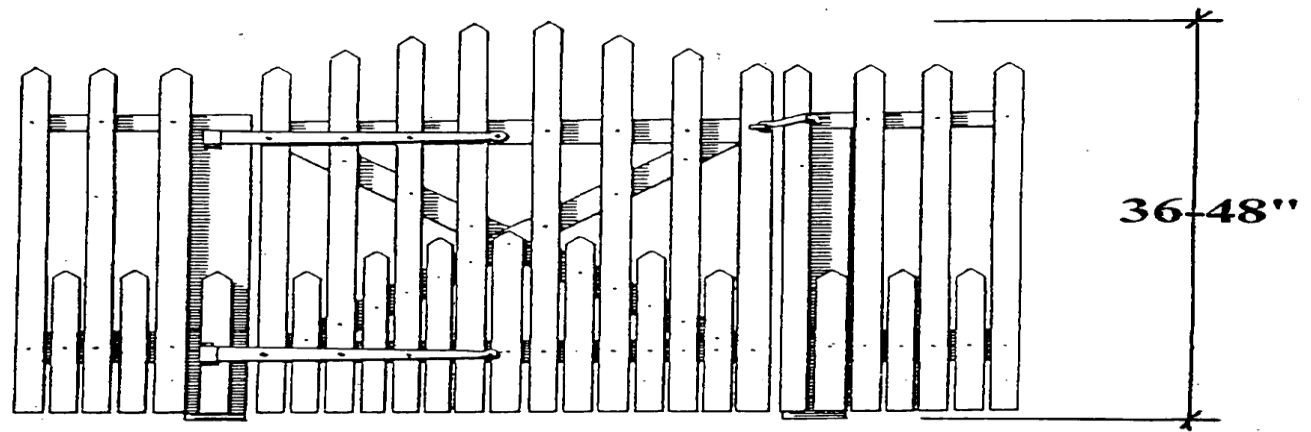
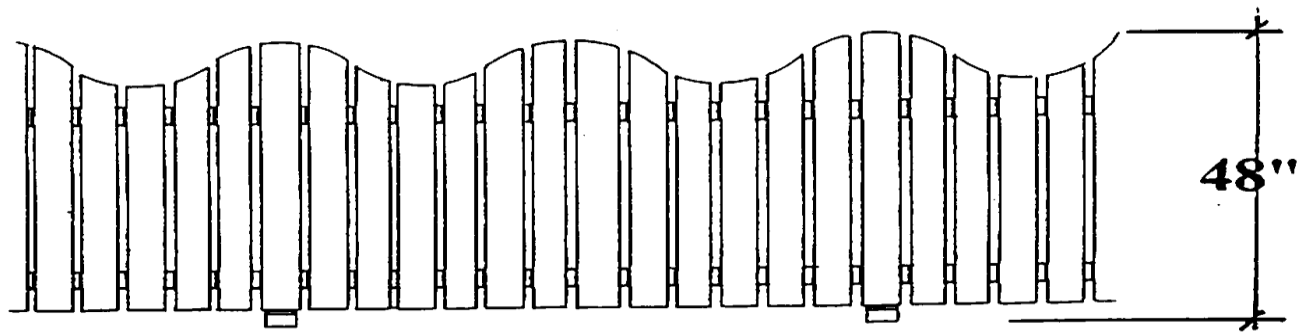
All fences must be maintained in good condition with an attractive appearance.

"Wooden fences may only be treated with a Natural Color Transparent Stain. Since different manufacturers have different products, it is recommended that Sherwin Williams Super Deck Transparent Natural Color SW3555 is used. For best results, all fence surfaces should be thoroughly cleaned before any sealant or stain is applied".

²⁴ Owners who reside in Heritage Gates are required to have a four foot black aluminum fence with 5 foot gates on both sides of rear yard.

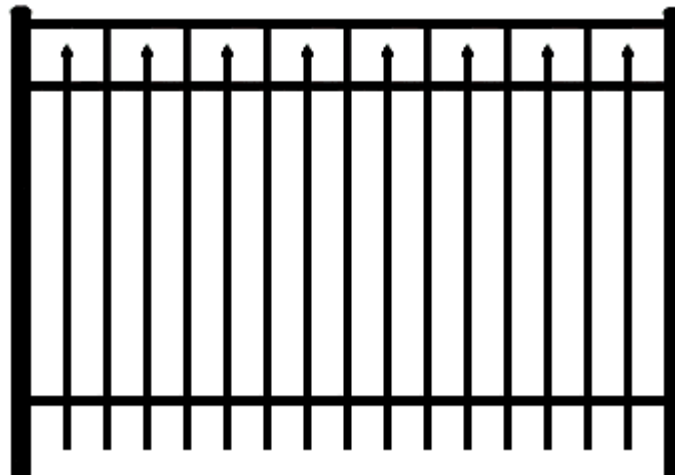
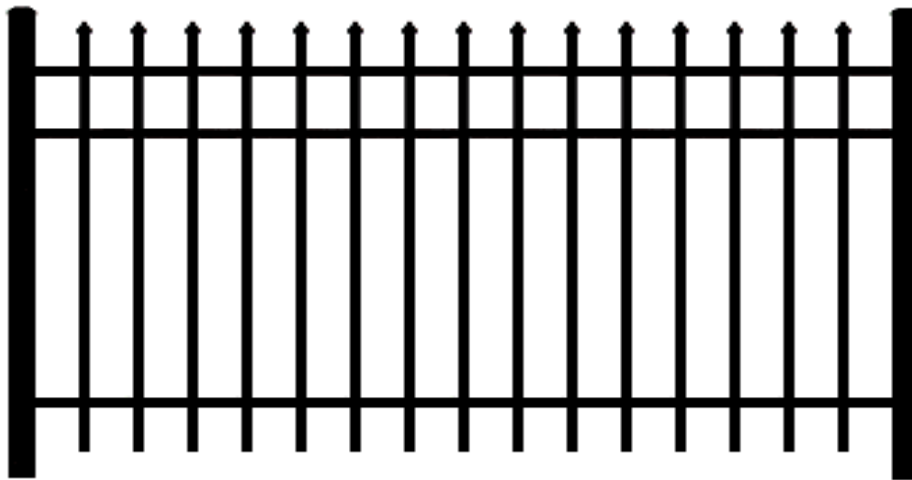
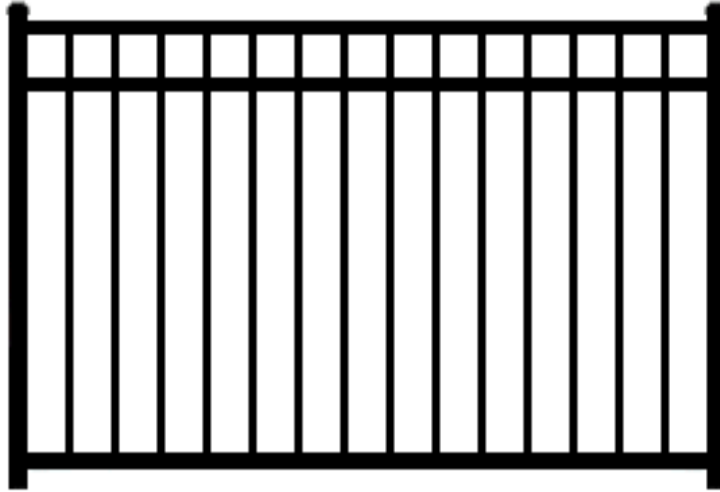
Examples of Approved Fencing

Wooden Fencing



48 inches maximum height

Black Aluminum Fencing



48 inches maximum height for all fencing styles

***In Heritage Gates, residences may only have 4 foot black aluminum fencing with 5 foot gates on both sides of the rear yard for landscaping crew access.**

B. Rain barrels

Rain barrels that meet Heritage Three specifications are permitted. Owners who reside in sub-associations should consult their Association for any additional requirements or restrictions.

The specifications for approved rain barrel installation are:

1. no more than two (2) rain barrels are permitted per residence,²⁵
2. rain barrels may be no larger than eighty (80) gallons in capacity,
3. rain barrels may only be placed under the downspouts at the rear of the home,
4. rain barrels must not be visible from either side of the house,
5. rain barrel and connector hoses must be black, brown, dark green in color, or painted to closely match the body or trim of the residence, and
6. if the rain barrel is visible from the Greenway, shrubbery, such as ligustrum, wax myrtle, or Japanese privet, must be planted around the perimeter of barrel.

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

C. Signs

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

Sale, resale, and “for rent” signs must meet the following requirements:

1. carry the Heritage logo and colors, with all additional print in black,
2. Only one sign may be placed in yard of a residence, and it may be placed in either the front or the backyard.

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

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

Vendor and home improvement signs may be placed in a resident's front yard for no more than thirty (30) days.

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

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

Political signs are permitted, with the following restrictions:

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

D. Dogs

WAKE COUNTY

RESOLUTION ADOPTING RULES AND REGULATIONS WITH RESPECT TO DOGS IN HERITAGE THREE SUBDIVISION

These rules and regulations are promulgated this 26th day of June, 2013 by the Heritage Three Homeowners Association, Inc. ("Association").

WHEREAS, the Association was incorporated as a non-profit corporation on or about 15 March 2012;

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

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Heritage Three Subdivision was recorded on 20 April 2012 at book 14733, page 2641-2681 of the Wake County Register of Deeds (hereinafter, "Declaration");

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

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

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

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

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

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

NOW THEREFORE, the Board of Directors, effective April 20, 2012, the Association promulgates the following rules and regulations pursuant to Article VIII, Section 9 of the Declaration:

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

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

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

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

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

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

- A. A fine of not more than \$100 per day per incident provided notice and opportunity to be heard is given to the Owner (s) before such fine is imposed, pursuant to N.C.G.S. §47F-3-107.1.
- B. The Board may impose additional specific restraints on Owner (s) as necessary in order to protect the safety of other Owner (s) and visitors of the community. Such restraints could include, without limitation, requiring dogs to be leashed on the Lot irrespective of a fence on the Lot and requiring the Owner (s) to be present outside when the dog (s) is outside on the fenced Lot, all as necessary to ensure compliance with these rules.
- C. The Board may demand that the Owner (s) remove the dog from the Lot in the event the Board deems the dog (s) a risk to the safety of other Owner (s) or visitors; and the Board may demand the removal of the dog (s) in the event the dog (s) have been deemed a nuisance or otherwise in violation of laws and ordinances of the State of North Carolina, the County of Wake, the Town of Wake Forest or other applicable governmental entity. If such demand is made, the Owner (s) shall take the necessary steps to remove such dog (s) within two (2) days of such written notice from the Board of Directors for the Association. All costs and expenses associated with boarding such dog (s) offsite shall be borne by the Owner (s).
- D. The Association may sue the Owner (s) as necessary to enforce the Association's rights under the Declaration, these rules and regulations, and N.C.G.S. §47F-3-1-7.1, as necessary, to gain compliance of the same.

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

The foregoing rules and regulations were adopted at a meeting of the Board of Directors on June 26, 2013.

E. Rolesville Noise Ordinance

CHAPTER 130: GENERAL OFFENSES

• 130.04 UNNECESSARY NOISE.

(A) It shall be unlawful for any person to create or assist in creating, permit, continue, or permit the continuance of any unreasonable loud, disturbing, and unnecessary noise in the town. Noise of such character, intensity, and duration as to be detrimental to the life or health of any individual is prohibited.

(B) The following acts, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this section, but the enumeration shall not be deemed to be exclusive, namely:

(1) The sounding of any horn or signal device including compression release engine or transmission braking system or any device on any automobile, truck, bus, or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion, only as a danger signal after or as brakes are applied and deceleration of the vehicle is intended; the creation by means of such device of any unreasonable loud or harsh sound; or the sounding of such a device for an unnecessary and unreasonable period of time;

(2) The use of any gong or siren upon any vehicle, other than police, fire, or other emergency vehicle;

(3) The use or operation after 11:00 p.m. and before 7:00 a.m. on any day of any piano, manual or automatic phonograph, stereo system, radio, loudspeaker, or any other instrument or sound amplifying devices, so loudly as to disturb persons in the vicinity thereof, or in such a manner as renders the same a public nuisance; however, on application to the Mayor, a permit may be granted to responsible organizations to produce programs in music, speeches, or general entertainment;

(4) The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity;

(5) The use of any automobile, motorcycle, or other vehicle so out of repair or so loaded in such a manner as to create loud or unnecessary grating, grinding, rattling, or other noise;

(6) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger;

(7) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;

(8) The use of any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced;

(9) The erection (including excavating), demolition, alteration, or repair of any building in a residential or business district other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety and then only with a permit from the Building Inspector, which permit may be renewed for a period of 3 days or less while the emergency continues;

(10) The creation of any excessive noise on any street adjacent to any school, institution of learning, or court while the same are in session, or within 150 feet of any hospital, which unreasonably interferes with the working of that institution, provided conspicuous signs are displayed in that street indicating that the same is a school, court, or hospital street;

(11) The creation of any excessive noise on Sundays on any street adjacent to any church, provided conspicuous signs are displayed in the streets adjacent to churches indicating that the same are church streets;

(12) The creation of loud and excessive noise in connection with loading or unloading of any vehicle, or the opening and destruction of bales, boxes, crates, and containers;

(13) The sounding of any bell or gong attached to any building or premises which disturbs the quiet or repose of persons in the vicinity thereof;

(14) The shouting and crying of peddlers, barkers, hawkers, and vendors which disturbs the quiet and peace of the neighborhood; or anyone shouting within the corporate limits so as to disturb the peace and quiet of the neighborhood;

(15) The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale, or display of merchandise;

(16) The use of any mechanical loudspeakers or amplifiers on trucks or other moving vehicles for advertising purposes or other purposes except where specific license is received from the Board of Commissioners; and

(17) The conducting, operating, or maintaining of any garage or filling station in any residential district, so as to cause loud or offensive noises to be emitted therefrom between the hours of 11:00 p.m. and 7:00 a.m.

F. Definitions

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

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

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

Association: the Heritage Three Homeowners Association

Board: the Board of Directors of the Heritage Three Homeowners Association

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

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

Declaration: see **Covenants**

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

Homeowners Association: the official, legal association of homeowners in Heritage Three

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

Planned Community: a residential community with restrictive covenants. Heritage Three is a planned community.

Master ARC: the Master Architectural Review Committee (Master ARC) a Committee of the Association, as specified in the *Covenants* and the *Bylaws* of the Association. The Master ARC's responsibility is to review owner's requests for

changes to the exterior of the home or landscape, to ensure that the proposed project complies with the architectural provisions of the *Covenants*, and to rule on these requests.

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

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