

Prepared by and return to:
Western Wake Law Group
Box 224

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR CHAPEL RIDGE ESTATES
SUBDIVISION

THIS DECLARATION, made and entered into this 26th day of June, 2014, by TREE2KEY, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner and developer of that certain tract or parcel of land more particularly described as Lots 1-6 of Chapel Ridge Estates Subdivision, as the same are shown on map and survey recorded in Book of Maps 2013, Page 491, Wake County Registry and Book of Maps 2013, Page 541, Wake County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said Chapel Ridge Estates Subdivision, for Declarant to subject said lots as referenced herein above to the following Protective Covenants;

AND WHEREAS, it is in the best interest of the Declarant and to the benefit, interest, and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens, and restrictions governing and regulating the use and occupancy of the property be established;

NOW, THEREFORE, in consideration of the promises and the mutual benefits and duties herein contained, Declarant, with the consent and joinder of Lot Purchaser, does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and which shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

SECTION 1. "Association." shall mean and refer to Chapel Ridge Estates Homeowners

Association, Inc., its Successors and/or Assigns.

SECTION 2. "Owner." shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties." shall mean and refer to that certain real property, as shown on map recorded in Book of Maps 2013, Page 491, Wake County Registry, and Book of Maps 2013, Page 541, Wake County Registry, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the provisions of Article VI hereunder.

SECTION 4. "Lot." shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

SECTION 5. "Declarant." shall mean and refer to TREE2KEY, LLC, and its successors and/or assigns.

SECTION 6. "Common Expense" shall mean and include:

- (A) All sums lawfully assessed by the Association against its members;
- (B) Expenses of the common area and administration, maintenance, repair, or replacement of the common area, if any.
- (C) Expenses declared to be common expenses by the provision of this Declaration or the Bylaws;
- (D) Hazard, Liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase;
- (E) Ad valorem taxes and public assessment charges lawfully levied against common areas;
- (F) Expenses agreed by the members to be common expenses of the Association.

ARTICLE II PROPERTY RIGHTS

SECTION I. OWNERS' EASEMENT OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to their Lot and over the common spaces (if any) for access, ingress, and egress from and to public streets, walkways and parking areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas (if any);
- (B) the right of the Association to suspend the voting right and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid;
- (C) the right of the Association to suspend the voting right and the right to use of the recreational facilities by an Owner for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (D) the right of the Association to dedicate or transfer all or any part of the common areas, if any, to any public agency, authority or utility for recreational or other purposes as are allowed by

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NORTH CAROLINA
WAKE COUNTY

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CHAPEL RIDGE ESTATES SUBDIVISION

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is entered into this 25th day of OCTOBER,
2014 by TREE 2 KEY, LLC, a North Carolina limited liability company, hereinafter referred to
as "Declarant" and PAUL AIMAN AND SPOUSE, KEZIA JOHNS, hereinafter referred to
as "Owners".

WITNESSETH

WHEREAS, DECLARANT, by Declaration of Covenants, Conditions and Restrictions
("Declaration") for Chapel Ridge Estates Subdivision as recorded in Book 15703, Page 411,
Wake County Registry, subjected certain real property to the provisions of said Declaration; and

WHEREAS, under the Declaration in Article IX, Section 3 the Declaration may be
amended by the consent of ninety (90%) percent of the Lot owners; and

WHEREAS, DECLARANT AND OWNER, own more than ninety (90%) of all Lots in
Chapel Ridge Estates Subdivision and desire to amend said Declaration;

NOW, THEREFORE, the DECLARANT and OWNERS, pursuant to the authority
granted in Article IX, Section 3 of the Declaration, for the purpose above set forth, hereby amend
the Declaration recorded in Book 15703, Page 411, Wake County Registry as follows:

Article VI, Section 1 is hereby amended in part to provide that Declarant shall install a
cluster mailbox for all lots in said subdivision as required by the Post master rather than
individual mailboxes on each individual lot.

EXCEPT as herein amended, said Declaration shall remain in full force and effect.

Submitted electronically by "Western Wake Law Group"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of anyone of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

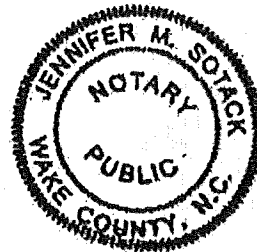
SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind to the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75) of the Lot owners. Any amendment must be recorded with the Wake County Register of Deeds Office.

IN TESTIMONY WHEREOF, TREE2KEY, LLC has caused this instrument to be executed in its corporate name, by its Member/Manager, as of the day and year first above-written.

TREE2KEY, LLC, A North Carolina limited liability company

By: [Signature]

Member/Manager



NORTH CAROLINA
WAKE COUNTY

I, Jennifer M. Sotack, a Notary Public for the State of North Carolina, County of Wake, certify that Stephen Percy personally came before me this day and acknowledged that he is Member/Manager of TREE2KEY, LLC, A North Carolina limited liability company, and that he, being duly authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal or stamp, this 26 day of June, 2014.

My Commission Expires

8/7/2018

Notary Public

Jennifer M. Sotack

SECTION 7. EASEMENTS AND UTILITIES. Each lot in the subdivision shall be subject to an easement of five (5) feet from its front, side and rear property lines to accommodate such underground services as electricity, telephone, cable television, natural gas, water, and sewer lines or other facilities to service the needs of said Lot Owner as they may from time to time be available to said Lot including the installation of street lighting which may impose continuing monthly or annual expenses to the Owner of each Lot. Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress for the installation of street lighting, which requires a continuing monthly payment to Progress Energy by each residential customer.

ARTICLE VIII EASEMENTS

SECTION 1. All of the properties shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the Subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across any Lot or common area, if any, conveyed to it, such further easements as are requisite for the convenience, use, and enjoyment of the properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across all common areas, if any, now or hereafter owned by the Association, for the purpose of construction of improvements with the properties.

SECTION 2. All Lots shall be subject to easements for the encroachments constructed on adjacent Lots by Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and down spouts and walls.

SECTION 3. An easement is hereby established over the common areas, if any, and facilities for the benefit of applicable governmental agencies, public utility companies, and public service agencies as necessary for setting, removing and reading of meters, replacing, and maintaining water, sewer, and drainage facilities, electrical, telephone, gas, and cable antenna lines, firefighting, garbage collection, postal delivery, emergency, and rescue activities and law enforcement activities.

SECTION 4. All lot owners shall be subject to monthly charges as approved by the proper public authorities for water and sewer for domestic usage.

ARTICLE IX GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

not currently licensed, any storage trailer or van, or house trailer shall remain parked on any Lot or street in the subdivision for more than thirty days. No heavy equipment, earth-moving equipment, trade materials, inventories or farm machinery shall be parked or stored on any Lot or street at any time except for equipment engaged by the Declarant or homebuilder for the development and improvement of the Lots in the subdivision. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets which are not dangerous may be kept provided they are not kept, bred or maintained for commercial purposes. Each owner shall keep his Lot free of tall grass, undergrowth, dead trees, trash, and rubbish and properly maintained so as to present a pleasing appearance. In the event an Owner does not properly maintain his Lot as above provided, in the opinion of the Architectural Committee, then the Committee may have the required work done and the costs thus incurred shall be paid by the Owner. Such Committee cost shall be a lien on the Lot to which attributable.

SECTION 2. FENCE/WALLS. Before the addition of a fence or wall on the property the location and type of fence or wall must be indicated on a copy of the property survey and submitted in writing to the Board of Directors for approval. It is required that all fencing that is visible from the road be constructed of wood or vinyl. On corner lots, this applies to all road frontages. The fence/wall cannot be constructed any closer to the road than the rear line of the dwelling.

SECTION 3. OUTBUILDINGS/POOLS. All requests for outbuildings/pools must be submitted in written form to the Board of Directors for approval. The request must include the nature, kind, shape, height, materials, and location of the structure indicated on a copy of the property survey. Materials used must be like those of the main structure on the property (appropriate siding and shingle roof). The structure cannot be forward of the rear line of the main dwelling. The location of the structure must adhere to the Wake County Minimum Building Setbacks. Under no circumstances shall metal storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot. Carports opening to the front of the house are expressly prohibited hereby.

SECTION 4. DWELLING SIZE. The minimum heated areas, excluding porches, garages, and basement square footage, shall not be less than 2500 square feet. All dwellings are required to have at least two car attached garages.

SECTION 5. BUILDING LOCATION. No dwelling shall be erected or permitted to remain on any Lot nearer to the street, side and rear lines than those Wake County Minimum Building Setback Limits as shown on the recorded plat of the subdivision. All other buildings, structures, and recreational facilities shall be located only in accordance with local governmental ordinances and regulations.

SECTION 6. DRIVEWAYS AND PARKING. All driveways shall be concrete from the street to each house including the parking area. Adequate off-street parking shall be provided by the owner of each lot for the parking of the licensed automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers, mobile homes, motor homes, commercial vehicles and all other similar property on the streets in the development, nor on any Lot.

such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 12. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, or any other structure shall be commenced, erected, placed, maintained or altered (including paint color) on any premises in said development, nor shall any exterior addition to or change or alteration therein be made (including paint color) until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval by said Board or its designated committee will not be required and this Article will be deemed to have been fully complied with; provided that notwithstanding the above, all such matters must be in full compliance with local governmental ordinances and regulations.

ARTICLE VI BUILDING AND USE

SECTION 1. USE. No Lot shall be used except for residential purposes, provided that with local governmental approval, Declarant or its assigns may use a Lot for a community water system or recreational facility to benefit all Lot Owners in the subdivision. Furthermore, Declarant may maintain a Sales/Operations trailer or similar facility and may approve location of a construction trailer for a builder's use while any builder has a house under construction within the subdivision. No satellite dish which exceeds eighteen inches (18") in width, or other communications reception or transmitting tower shall be placed or erected on any Lot. Declarant shall provide and install on each Lot a mailbox, the specifications for which shall be uniform throughout the subdivision, and said specifications must be adhered to for any replacement mailbox that may be erected by an Owner. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motor vehicle licensed to carry more than two tons shall be allowed or parked on any Lot or street within said subdivision except those vehicles delivering building materials to develop or improve the Lots within the subdivision or to carry furniture for any homeowner within said subdivision. No motor vehicle which cannot move under its own power or which is

(2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

SECTION 7. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5 AND 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 and 6 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 8. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly, or monthly basis as determined by the Board of Directors.

SECTION 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots other than those owned by the original Declarant on the first day of the month following the recordation of this Declaration of Covenants, Conditions, and Restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, including any maintenance, repair, and reconstruction of private streets, driveways, walks and parking areas, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, signs, paving, grading, landscaping, and any other major expense for which the Association is responsible, and such other needs as may arise.

SECTION 3. RESERVES. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area, if any, and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

SECTION 4. WORKING CAPITAL FUND. The Association shall establish and maintain a working capital fund. The purpose of the fund is to establish available funds for the initial expenses of the Association and to financially strengthen the association against unforeseen expenses. Such working capital fund is to be established out of a Five Hundred Dollars (\$500.00) surcharge due at the closing date of both initial purchases and subsequent resales of each home. Amounts paid into this fund shall not be considered advance payment of regular assessment.

SECTION 5. ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant, the maximum annual assessment shall be Three Hundred Sixty Dollars and No/100 Dollars (\$ 360.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner by Declarant, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by up to ten (10) percent of the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase allowed in Section 3(a) above by a vote of one-third (1/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice stating the purpose of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum assessment and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 6. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

and subject to all applicable governmental ordinances; provided that no such dedication or transfer shall be effective unless approved by local governmental authority having jurisdiction over same, and unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to their Lot to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. PARKING RIGHTS. The Association may regulate the parking of boats, trailers, and other such items on any Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to these Covenants shall be a member of the Chapel Ridge Estates Homeowners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A member (s) shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to common open spaces shall be shared equally by the owners of each Lot.

IN WITNESS WHEREOF, the DECLARANT and OWNERS have executed this instrument the year and day first above written.

TREE 2 KEY, LLC, A North Carolina limited liability company

By: [Signature]

Member/Manager

NORTH CAROLINA
WAKE COUNTY

I, R. Christopher Cabaniss, a Notary Public for the State of North Carolina, County of Wake, certify that Stephen Bray personally came before me this day and acknowledged that he is Member/Manager of Tree 2 Key, LLC, A North Carolina limited liability company, and that he, being duly authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal or stamp, this 16th day of November, 2014.

My Commission Expires: 7/27/2017

[Signature]
Notary Public

[Signature]
PAUL ABMAN
[Signature]
KEZIA JOHNS

R. CHRISTOPHER CABANISS
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/27/2017

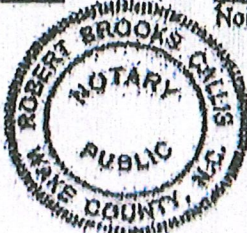
NORTH CAROLINA
WAKE COUNTY

I, Robert Brooks Callis, a Notary Public for the State of North Carolina, County of Wake, certify that Paul Abman and Kezia Johns personally came before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated herein.

Witness my hand and official seal or stamp, this 25th day of October, 2014.

My Commission Expires: 11/14/2017

[Signature]
Notary Public



Architectural Request Application

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

Submit to: Chapel Ridge Estates Community Association, Inc.

1001 Goodworth Drive

Suite 105

Apex, NC 27539

(919) 830-0104

info@vanderbilthomesnc.com (emailed application is preferred)

Date of Application: _____ Date Received _____

Name of Association: _____

Homeowner's Name: _____

Address: _____

Email Address: _____

Home #: _____ Work /Cell#: _____

Anticipated Project Completion Date: _____

Project must be completed within 30 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 plot plan 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 to the committee.

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. If the unit adjacent to your unit 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 30 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: Chapel Ridge Estates Community Association, Inc., 1001 Goodworth Drive Ste 105 Apex NC 27539. ONLY WRITTEN APPEALS WILL BE RE- CONSIDERED)