

Averette Ridge HOA Rules and Regulations

May 2022



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Section 1 – Introduction

This Rules & Regulations document contains rules and regulations that relate to the Association, Homeowner properties and the Common Area. Please refer to and save the Rules & Regulations document for future reference. It must be given to tenants of Averette Ridge properties. This document and additional information is available on the Averette Ridge website ([Averette Ridge](#)).

Two separate documents provide additional information:

- **Resident Handbook:** Provides general information about the community, Board of Directors, committees, keys/transmitters, gate operation, etc. It also contains the property management contact information.
- **Architectural Procedures and Standards:** Provides important information about the type of changes to the exterior of your home that require approval by the Architectural Review Board (ARB), the submission and approval process, as well as the standards and guidelines that help you understand what is and is not acceptable.

This document and the two listed above are available in the “Documents” section of the Averette Ridge website ([Averette Ridge](#)).

Living in close proximity to others requires thoughtful consideration about how your actions may affect others. We encourage open communication, cooperation and respect between neighbors so we can maintain a friendly environment that maximizes everyone’s enjoyment of their homes.

Unless otherwise defined herein, capitalized terms used in this document shall have the same meaning ascribed to them in the Averette Ridge Declaration of Restrictions.

Section 2 - Facility Rules

The following rules apply to use of the clubhouse and pool (referred hereafter as “Facility” or “Facilities”)

INTRODUCTION

The Positive Impact of the Averette Ridge HOA Community Facilities

The Averette Ridge HOA Facilities are to provide a positive impact for all owners on both a social and physical level. To ensure that we maintain this positive impact, it is necessary to have rules and guidelines. The intent is to guarantee an environment that enhances the lives of all owners. These rules are not intended to diminish the positive experience but are put in place to guarantee its existence.

Definitions

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the 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.

“User” shall mean any person (Owner or guest of Owner). A User is entitled to enjoy all the privileges of the facilities, and all other outside space adjacent to the Facilities, subject to the restrictions contained in the Codes, Covenants and Restrictions of Averette Ridge Homeowners Association, Inc., and these Facility Rules. The Facility Rules have been established for the comfort, safety, and enjoyment of all Averette Ridge Residents.

“Facility” Shall mean and refer to the Averette Ridge Homeowners Association, Inc. Clubhouse and adjacent amenities located at 212 Friesan Way, Rolesville NC 27571

"Association" shall mean and refer to AVERETTE RIDGE OWNERS ASSOCIATION, INC.

COMPLIANCE WITH CLUBHOUSE RULES

- All Users are expected to understand and follow Facility rules. These rules govern each User's conduct when participating in activities and events, inside or outside the Clubhouse.
- Users are encouraged to report any violation by a User to HOA management. While Facility Users may politely remind fellow Users of Facility rules, Users should not confront fellow Users for infractions they observe and should instead enlist the assistance of HOA Management.
- If a User violates a Facility rule, HOA Management personnel will bring the infraction to the attention of the User. The User may be referred to the HOA Board of Directors for review and possible sanction.
- HOA Board of Directors are authorized to sanction or restrict / revoke access to any User from Facility premises or activities for a reasonable time for conduct that is in violation of the Rules after receiving an initial warning.
- Rules are updated on a regular basis and delivered to each owner. An electronic notice informs User(s) that the Rules have been updated and to check the website for the latest rules. If requested, User(s) will be provided hard copies of the Rules.
- **Disclaimer – Users are required to sign a release and acknowledge before using the Facilities, which includes the agreement to abide by the Facility Rules and understanding that there are inherent risks with certain areas within the Facilities. Unauthorized use or misuse of the Facility Key Fob may result in the loss of Facility privileges as well as civil and /or criminal prosecution.**

Facility Key Fob

All Owners are required to obtain a Facility Key Fob. Users scan their Facility Key Fob upon entering the Clubhouse or Adjacent Property. Facility Key Fobs are not transferable and may not be loaned. Lost Facility Key Fobs will be replaced for a nominal fee. Owners may request additional Facility Key Fobs for any minor children residing with the Owner or Tenant.

Fees

Fees to use the Facilities are part of the Association Quarterly Dues

Age

Unless otherwise noted, children under the age of 13 are not permitted to use HOA facilities or be in the Clubhouse unless accompanied by a responsible Adult.

Caregivers

This Section provides for special rules governing Facility access and use by a person who is employed by a User to assist and watch a User or a User's adult relative or child ("Caregiver").

The rules under this Section do not apply if the Caregiver is also a User by virtue of being an Owner, Guest.

- A Caregiver is permitted to bring Users into the Facilities for events and activities but only when registered as a Caregiver by the Owner.
- A Caregiver will be added to User's record for a specific time-period and may be renewed by the User for whom the Caregiver works for subsequent fixed time periods until the Caregiver's employment is terminated. It is the responsibility of the User to inform Association when a Caregiver's employment has been terminated.
- Caregiver registrations expire on the earlier of the date the fixed time-period ends or the date of termination of Caregiver's employment.

CLUBHOUSE and POOL

Clubhouse Hours - Regular hours of operation for the Clubhouse are as follows:

Monday – Thursday	Friday, Saturday, Sunday
6:30 am – 10:00 pm	6:00 am – 10:00 pm

Pool Hours - Regular hours of operation for the Pool are as follows:

Monday – Thursday	Friday, Saturday, Sunday
6:30 am – 9:00 pm	6:00 am – 9:00 pm (10:00 pm For Night Swimming Nights)

All Users must vacate the Facilities no later than the time of closure. Facility hours are subject to change to accommodate holidays, inclement weather, and other special occasions. We will post any schedule changes on the website and in the Clubhouse.

Night Swimming - Night Swimming (if in place) will extend pool hours until 10:00pm and will be allowed 1-2 nights per month. Night Swimming will be communicated via the PPM Website, Email, Facebook group page and a flier at the clubhouse.

Inclement Weather - Every effort is made to keep the Facilities open in inclement weather. Users must vacate the pool area if there is thunder or lightning.

Entering/Leaving the Facilities - Users are required to scan their own valid Facility Key Fob upon entering the Facilities. Users must enter and leave via the main entrances.

GENERAL RULES

1. Enforcement of all rules relating to use of the Facilities will be subject to warning letters, fines, and/or legal fees. Violation of any of the rules listed above will be processed through the Association's Violation/Fine Procedure. Refer to chapter Adoption, Amendment or Repeal of Rules and Regulations for more information.
2. Management reserves the right to close any Facilities, at any time, to repair, clean or maintain the premises or equipment, or for other safety reasons.
3. Facility use is reserved for Averette Ridge residents and their invited guests only. An Averette Ridge Homeowner or resident must always accompany guests when using the Facilities.
4. Use the Facilities at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This applies to any use of the Facilities.
5. The number of guests using the Facilities is limited to six (6) per Averette Ridge home (Unless reserved for a private event). There will be NO exclusive use of the Pool at any time. There will be NO exclusive use of the Clubhouse for private parties during normal business hours. For Ex. During the Pool season, residents need to be able to come in to use the restrooms, kitchen, Etc. when they are using the pool. However, they should respect that you are having a private party and leave the main area to you or the person that reserved it. During the off season, I see this as less of an issue, but if a resident needed to use the bathroom, they should be allowed.

6. Any person(s) trespassing in the Facilities during hours it is closed or persons in the area that are not residents or guests of residents may be prosecuted.
7. Smoking. The Facilities are a smoke-free facility; There is NO SMOKING on Facility property or within 50 feet of any entrance/ exit doors of the clubhouse.
8. Food and Alcohol. Food is permitted and Alcohol may be consumed at the Facilities by anyone 21 years and older. No glass containers are permitted outside the Clubhouse building.
9. Cameras. The Association does have surveillance cameras in select areas; however, the cameras are not actively monitored.
10. Conduct - Inappropriate, offensive, potentially dangerous, or illegal conduct is not permitted. These are your Facilities and your assistance in identifying and reporting destructive behavior is greatly appreciated.
11. Glass and ceramic items, including glasses, cups, dishes, and water bottles, are permitted only in the Clubhouse building.
12. Lost & Found – The Association is not responsible for unattended personal items. Lost & found items are kept in a Bin by the Pool area. Valuables with personal information (e.g., wallets, ID's, credit cards) are kept in a secure location. If possible, the Association will attempt to contact the owner via phone or e-mail.
13. Music Devices -Users may use personal music devices while in the Facilities.
14. Overnight parking is not permitted on any property owned by the Association.
15. The Association is not responsible for damage or loss that may occur to vehicles or their contents while in the parking area. Users are encouraged to remove valuables from and lock their vehicles.
16. Bicycles, Skateboards, Scooters must be parked away from designated entrance areas and may not be locked to any railing or fence of the Facilities.
17. Golf Carts may be parked in regular parking area spots or Golf Cart parking area
18. Users are discouraged from bringing valuables into the Facilities. The Association is not responsible for lost or damaged items.
19. Pets - Pets are not allowed in any area of the Facilities; this includes being tied up outside or left in vehicles unattended for more than 5 minutes.
20. Solicitation - We do not allow solicitation of any kind (i.e. charitable, religious, political, and business) by any Facility User or personnel on Association property. Outside materials may not be posted or distributed on Clubhouse property, unless authorized by HOA management or Board of Directors.
21. Users should use their best judgment in their choice of attire for the public areas of the Facilities and consider safety and performance issues in their choice of athletic gear and footwear for physical activity.
22. Climbing or jumping over the fence is not permitted.
23. Any infraction of the rules observed by a resident involving safety or vandalism should be immediately reported (refer to the section Reporting Violations in the Resident Handbook for more information). Other minor questionable activity should be reported in writing to the property management company.
Non-adherence to the rules by a guest of a resident will be considered the same as an infraction by the host resident. Anyone not adhering to the rules may be asked to vacate the Facilities immediately.

24. Pool Rules:

- a. Children under the age of thirteen (13) years must be always accompanied by a responsible adult eighteen (18) years or older.
- b. Pool furniture is available on a first-come, first-served basis and may not be taken out of the pool area or placed in the pool for any reason at any time.
- c. All swimmers should shower before entering the pool and must wear a bathing suit (ragged-edge garments are not permitted).
- d. Swim diapers or waterproof pants, specifically for pool use, must be worn in the pool by anyone who is not "potty trained" and still wearing diapers or any incontinent person.
- e. Any person with a condition or disease that may be transmitted through water or open sores shall not use the pool.
- f. For shoulder-length hair or longer, it is recommended that hair be tied back, braided or a swim cap be worn to prevent drain clogs and drain entrapment.
- g. The "buddy system" is recommended to be always used by all swimmers. For safety, no one should use the pool alone.

- h. Swimming lessons provided by a non-resident are permitted only if the instruction is being provided to an Averette Ridge resident.
- i. The pool gates must be kept CLOSED AND LOCKED at all times.
- j. All trash must be put in provided trash containers or taken with you when leaving.
- k. Use of safety equipment for purposes other than emergency use, Example, Pool Life Ring and Emergency Safety hook, is Not Permitted.
- l. Urinating or defecating in the pool, may result in suspension of pool privileges, and monetary charges associated with draining, cleaning, refilling, re-chlorinating, and water district penalties.
- m. All Users must wear appropriate swimwear. Cut-offs, shorts, thong suits, and cotton clothing are not permitted in the pool
- n. Glass and ceramic items are not permitted in restrooms or the pool area
- o. Bathing activities (use of soap, lotions, cream, scrubbing, exfoliating, etc.) are not permitted in the pool.
- a. Pool - Inner Tubes - Only one person per inner tube and one inner tube per person is permitted. No standing or kneeling allowed while on inner tubes. No flipping of inner tubes close to any wall.

Private Party Reservations

Reservation Hours

Private Party Reservations hours are between 8:00 A.M and 11:00 PM.

All events must end no later than 10:00 P.M. and cleanup exit time to be no later than 11:00 P.M.

Reservations can be up to 6 hours in duration

The time frame for the reservation includes set-up and cleanup.

Rules and Policies for Facility Reservations

- ❖ The HOA Management company, PPM, will officially reserve the facility, subject to availability and signed Reservation agreement. Reserving the Facilities can be initiated on the Averette Ridge Website.
- ❖ The Facilities are non-smoking areas, and the Association reserves the right to grant or deny reservations of the Facilities and to determine what hours the Facilities can be reserved.
- ❖ Facility reservations may be made in advance of the activity and on a first-come, first served basis.
- ❖ The Association resident, in good standing, will be allowed to enter into a reservation agreement for the Facilities.
- ❖ The resident/homeowner signing the agreement must be always present during the event/reservation, including setup and cleanup and all deliveries/pick-ups.
- ❖ Facility reservations include the use of the clubhouse.

- ❖ All other amenity areas remain for resident use.
- ❖ In scheduling use of the Facilities, the Association functions shall take precedence over private parties.
- ❖ Reservations are limited to one reservation per day and one reservation per weekend (Friday-Sunday).
- ❖ The Facilities cannot be rented to users on the following dates: (These Dates are reserved for potential HOA Social Parties)
 - Pool Opening & Closing Day
 - New Year's Eve & Day
 - Super Bowl Sunday
 - Martin Luther King, Jr. Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
- All participants in the event must adhere to all local, state, and federal laws on the premises at all times - e.g., but not limited to, fireworks, drugs, alcohol consumption, noise ordinances, etc.
- Smoking, including electronic cigarettes on Facility property is not Permitted
- Live entertainment, DJ's and any amplified sound may be permitted, only after getting prior written approval from the Management Company and must end by 10:00 PM.
- Noise must be always maintained within acceptable levels, as this facility is in the middle of a residential area. Sound levels must comply with the City of Raleigh sound ordinance which goes into effect at 11:00 PM.
- It is expected that renters will treat the property and the neighbors with respect.
- A copy of the signed contract and Facility rules should be provided to any vendors, planners and anyone else associated with the event to ensure they are familiar with rules and policies.
- The HOA management is NOT authorized to sign for, or accept, any deliveries for the event. A person involved with the activity must accept all deliveries within their reserved reservation time.
- All rental equipment must be removed from the premises immediately following the event and all equipment/rentals cannot be dropped off prior to the event until the time agreed upon with the management company, unless approved by the HOA Board.
- The parking is on a first-come, first-served basis only. No reserving spaces. Please be courteous of other residents using the facilities and carpool when possible.
- NOTHING should be stuck to the exterior or interior including tape, thumb tacks, etc. Confetti is not allowed, as it cannot be vacuumed or easily cleaned up. Scotch tape and other types of tape peel paint off the walls in strips. You will be responsible for paying to repaint any rooms or exterior areas/features where tape has damaged the walls during your event.
- All garbage/recycling should be bagged and placed in the outside trash cans immediately concluding the event. Failure to do so will result in the forfeiture of your deposit.
- No open flames are allowed (i.e., unshielded candles, tiki torches, pyrotechnics, and the like).

- The Facility furnishings must remain inside the facility. They are not to be taken outdoors. All other furnishings must be returned to their original position when the event has ended.
- Setup and cleanup are the responsibility of the resident renting the facility within their reservation period.
- Residents understand any costs incurred upon reported damages based on the inspection of the facility will be the reservation makers responsibility.
- The cleaning procedures must be followed when renting the Facilities. Failure to follow cleaning procedures may result in additional charges to your account. All portions of the clean-up checklist (enclosed) shall be adhered to. Please refer to the clubhouse cleaning checklist.
- Animals, other than guide dogs, are not permitted inside the Facility property.

LIABILITY AND INSURANCE

Resident/Homeowner arranging and renting the facility is responsible for the actions and conduct of their guests. They are also responsible for any damages to the building and Association property because of their activity. If damages occur, a damage fee may be assessed.

Private reservations with the attendance of minors must have proper supervision. For up to and including 10 guests under the age of 21 years old, an adult over the age of 21 must be present. A list of adult chaperones may be required.

HOA management reserves the right to full access during the event.

The use of Association property, facilities, equipment, and furnishings is for the exclusive use of the Association members and their guests. They are not to be used for any purpose that violates any city, county, or state laws or the Association rules, policies, and procedures.

No doorways can be obstructed; and fire code occupancy requirements must be in compliance.

Vendors (ie. catering companies, musical entertainment, equipment rentals, etc..) accessing the clubhouse must provide a copy of their Certificate of Insurance for general liability and when applicable, a Certificate of Workman's Compensation (if operators will be on site) by the rental company.

If minors are found in the possession of alcoholic beverages, the activity will be terminated immediately, and HOA Management or the Association Board may subject the renter to further sanctions.

The Association does not accept any legal responsibility for the loss, damage, or theft of equipment or articles owned by the users and will not accept any responsibility for any act or incident arising from the use of its property or equipment by any organization or group.

All reservation agreements must be completed as per instructions.

The Association Facility rules and procedures are subject to change by the Association board at any time.

EMERGENCY PROCEDURES

Your safety is our first concern. Take a moment to review these emergency procedures. If you witness an emergency or accident, advise HOA Management immediately and Notify Rolesville Police as needed.

If a User becomes injured while at the Facilities, the Association reserves the right to call emergency rescue services.

In the event of a facility-wide emergency (i.e., fire, bomb threat, earthquake, etc.) we require the cooperation of all Users in the Facilities to follow the direction of HOA Management and to evacuate the building immediately, if requested to do so.

RULE VIOLATIONS

Users found in violation of the rules and regulations set forth herein, found vandalizing Association properties, or exhibiting aggressive and threatening behavior may be subject to suspension from the Facilities and/or other privileges, and will be liable for damages.

All vandalism is reported to law enforcement. At the discretion of the Board of Directors, a User's Facility privileges may be suspended, pending a hearing before the Board of Directors.

The Facility Rules are subject to revision at any time.

Resident Signature _____

Date _____

Resident Name (Print) _____

Section 3 - Vehicle and Parking Restrictions

All streets in the Averette Ridge development are public. The Association, Board of Directors and the property management company shall not be held liable for any costs, damages or loss of use related to vehicles that have been towed due to violations. The speed limit on all Common Area community streets in the development is 25MPH.

3.1 - COMMON STREETS

A driver of a vehicle entering the development must adhere to the posted speed limit and stop signs. There may be children playing in streets, and extreme care and adherence to the rules is necessary. Homeowners are responsible for their guests, tenants and service providers adhering to the rules, and advising them of such. Vehicular noise, including, but not limited to, loud exhaust or stereo levels, is prohibited.

3.2 - DRIVEWAYS AND GARAGES

Parking is permitted on individual driveways only where the parked vehicle does not extend over the Common Area sidewalk or street. Vehicles in driveways must be maintained in a clean and presentable manner.

Under no circumstances should residents or guests block the driveway of another resident. Residents and guests are encouraged to use garage and/or driveway parking whenever possible leaving on-street parking available for visitors.

3.3 - PARKING ON THE STREETS AND COMMON AREAS

All vehicles must be parked on Common Area streets in the normal direction of traffic flow. Vehicles should utilize Driveways and Garages when possible before utilizing Parking on the Streets. Vehicles parked on the Common Area streets may not be stored under a vehicle cover and must be maintained in a clean and presentable manner. As a courtesy to your neighbors, residents and their guests utilizing on-street parking should park in front of your own home whenever possible. Overnight parking is not permitted in Common Area Parking Lots, such as the Clubhouse parking lot.

3.4 - NO PARKING AREAS

Parking is not permitted at any time (whether painted red or not) within fifteen (15) feet of fire hydrants, in community entry drives, on corners/curves, in a manner that interferes with entrance to or exit from a resident's neighbor's driveway, crosswalks or any area marked "No Parking." Vehicles parked in violation may be towed and stored without notice at the owner's expense.

3.5 - TRAILERS, COMMERCIAL AND RECREATIONAL VEHICLES

The following shall not be parked, stored or permitted to remain upon any area within the Development, other than temporarily (i.e., no more than seven (7) days in a 4 week period) or completely within an enclosed garage, without the prior written consent of the Board:

- Boat
- Bus
- Camper
- Commercial vehicle (Larger than a 1 Ton Pickup or multi axle vehicles, whether or not identified as such with signage or commercial messages)
- Horse trailer
- House trailer
- Inoperable automobile
- Mobile home
- Motor home
- Trailer
- Truck (other than standard size pickup truck)
- or similar equipment/vehicles

Vehicles used by service providers may be parked on community streets in the Development only while providing services to residents and in the normal direction of traffic flow. Sedans or standard size pickup trucks owned by residents used both for business and personal use may be parked in the Development as long as any signs or markings of a commercial nature on such vehicles are unobtrusive and inoffensive as determined by the Board. Noisy, smoky, off-road and/or unlicensed vehicles shall not be operated in the Development.

3.5.1 – GOLF CARTS

CAUTION - According to NC law, to be legally operated on the roads, your golf cart must be equipped with headlights, taillights, turn signals, brake lights, reflex reflectors, parking brakes, rearview mirrors, seat belts, a windshield, horn, and DOT-approved tires. The Association is not responsible for any fines, fees, or other legal ramifications incurred while using a Golf Cart within the development.

NCDOT Golf Cart Information - [Guidance for Golf Carts \(ncdot.gov\)](https://www.ncdot.gov/transportation/transportation-services/golf-carts/)

3.6 – DUMPSTERS

If the nature of a Home Improvement requires a dumpster for storage and hauling of debris associated with an Improvement project, the use of a dumpster itself does not require prior Architectural Review Board (ARB) approval. However, the Homeowner must provide advance verbal or written notice to the property management company of the dumpster delivery and removal dates. If the Improvement involves exterior or other modifications requiring ARB approval, the dumpster requirement and delivery and removal dates should be indicated on the appropriate Home Improvement Application.

Dumpsters may only be placed in the driveway (preferred) or street immediately in front of the home where the work is being performed. To prevent damage to driveway or street or any person or property within the Development, please request that wood boards be placed below wheels and other supports. If placed in the street, dumpsters must have reflectors or reflective tape to minimize night driving accidents. Closed storage containers must remain locked when not in use. Dumpsters must be removed within seven (7) days of the Improvement completion date unless a written extension request is submitted to and approved by the property management company. Any damage to streets or other Common Area property as the result of your Improvement or use of a dumpster will be repaired by the Association and charged to the Homeowner.

Section 4 - Service Provider Guidelines

Homeowners are to ensure that any contractor or service provider they hire to perform work on their property adhere to the following. The Homeowner may be held responsible and subject to hearings and possible fines for failure of their contractor to comply with these requirements.

1. In accordance with Town Code, construction activities and landscaping operations may occur between 7:00AM and 7:00 PM Mondays through Fridays, and 8:00AM and 6:00 PM on Saturdays. Construction and landscaping activities shall not be permitted outside of these hours.
2. Service providers shall abide by all parking rules and regulations, speed limits, traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
3. Vehicles and other equipment must be parked in the normal direction of traffic flow and in such a manner so as not to block traffic or access to fire hydrants, driveways or streets.
4. Except as provided below, service providers shall not leave vehicles, equipment, trash, construction debris or material on Common Areas, such as streets or sidewalks overnight.
5. Service providers shall adhere to all local ordinances in the performance of work.
6. Portable sanitation facilities (portable toilets or “porta-potties”) are generally discouraged if the Homeowner can make suitable arrangements with the contractor and workers. If the nature of the Improvement and situation dictates that a portable sanitation facility will be required, this fact and its proposed location should be noted on the appropriate Home Improvement Application. The portable sanitation facility must be placed in the driveway or other portion of the Homeowner’s property. Prior permission is required from the property management company if the portable sanitation facility is required to be placed on the street. The portable sanitation facility must be serviced for waste removal no less than two times per week and must remain locked when not in use. The portable sanitation facility must be removed within seven (7) days of the Improvement completion date.
7. If the nature of an Improvement requires a dumpster for storage and hauling of debris associated with an Improvement project, the use of a dumpster itself does not require prior (ARB) approval. However, the Homeowner must provide advance verbal or written notice to the property management company of the dumpster delivery and removal dates. If the Improvement involves exterior or other modifications requiring ARB approval, the dumpster requirement and delivery and removal dates should be indicated on the appropriate Home Improvement Application. Dumpsters may only be placed in the driveway (preferred) or street immediately in front of the home where the work is being performed. To prevent damage to driveway or street, please request that wood boards be placed below wheels and other supports. If placed in the street, dumpsters must have reflectors or reflective tape to minimize night driving accidents. Closed storage containers must remain locked when not in use. Dumpsters must be removed within seven (7) days of the

Improvement completion date unless a written extension request is submitted to and approved by the property management company. Any damage to streets or other Common Area property as the result of your improvement will be repaired by the Association and charged to the Homeowner.

8. Community landscaped areas and Common Area sidewalks shall be protected during construction. The Association will repair any damage to the Common Area caused by the construction activity and will charge the Homeowner for the repairs. For major remodels, the Association reserves the right to require fencing that may include the use of a six-foot chain link fence and gate(s) with dark green or black mesh and secured by a lock when construction is not being performed. Such fencing must be positioned on the Homeowner's Lot behind the Common Area sidewalk and shall be maintained in good condition. The fence must not extend onto the Common Area without prior approval from the property management company. All construction materials must be kept behind the fence.
9. If lumber or other packaged material is unloaded in the street, street access must not be blocked, and safety / warning devices must be used while the material is being unloaded. If left overnight the area around the material should be marked off with reflective traffic cones. The maximum length of time that material can be stockpiled in the street is twenty-four (24) hours. Unpackaged material, such as sand or soil, may not be unloaded or stockpiled in the street.
10. Service providers must take all necessary safety precautions and shall erect and maintain fences, barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity. Such devices must be removed in a timely manner when the dangerous conditions no longer exist.
11. All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's ARB.
12. Construction equipment, materials, debris or trash shall not be allowed to accumulate or be stored on the Common Area. At the end of the workday, Common Area, such as streets and sidewalks, must be left broom clean.
13. Construction equipment, materials and supplies should be stored in the Homeowner's garage during construction. However, if required, some items may be stored on the Homeowner's property (e.g., driveway) as necessary during the construction. However, materials (e.g., sand and cement) that are subject to disbursement due to wind or rain shall be covered during windy or rainy conditions, and at the end of the workday. All debris (e.g., paper, bottles, cans and litter) must be removed at the end of a workday from the exterior of the job site if visible from the Common Area. Construction materials and liquids must NOT be allowed to go into storm drains.
14. Service providers shall not play radios or other musical appliances so that the sound extends across the lot property lines. Service providers shall minimize noise impacts from generators or other construction equipment.
15. Service providers must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan. For example, erosion and sediment controls must be in place, washing must be confined to the lot area, and materials may NOT be discharged into the storm drain.
16. Service provider signs advertising a work project or site are not permitted beyond the start and end date of the project on the Homeowner's property or the Common Area.
17. Contractors must minimize external odors and dust during construction.

Section 5 - Home-Based Business Guidelines

The Averette Ridge Homeowners Association has adopted the following guidelines to determine whether a home-based business is prohibited within the community. The Declarations generally prohibit Residents from conducting a trade or business on any lot within the community. Overt use of community property/facilities for any commercial business purpose is not permitted. The Board, in its discretion, may allow a home-based business based on the following non-exclusive criteria that may be modified from time to time by the Board as it sees fit or need arises.

1. Residents must comply with Local Zoning Ordinances and any other requirements of the City, especially those pertaining to City permits and licenses.

2. The home-based business shall be an incidental and accessory use and shall not change the principal character of the dwelling unit.
3. Residents may conduct business activities in the home providing there are no negative impacts on surrounding properties.
4. The dwelling unit shall not be the primary point of customer pickup or delivery, nor shall the home-based business cause a significant increase in vehicular traffic in the neighborhood.
5. A sexually oriented business shall not be permitted to be conducted as a home-based business.
6. There shall be no signs or other exterior evidence relating to the home-based business.
7. The home-based business may be conducted in the garage but shall not use any space required for off-street parking.
8. One employee in addition to the residents of the dwelling unit may be employed in the home-based business.
9. Electrical or mechanical equipment that creates visible or audible interference in radio, television or telephone or causes fluctuations in line voltage outside the dwelling unit shall be prohibited.
10. The home-based business shall not create noise or odors more than that normally associated with a residential use.

Section 6 - Sign Regulations

The Association has policies regarding alarm, service provider, election, garage sale, real estate (for sale, lease, open house), and other types of signs as described in the sections below. All signs shall comply with the Town of Rolesville Code and any other applicable governmental ordinances regarding signs. All permitted signs shall be maintained in good condition and must conform to the specifications described below. Broken signs must be promptly removed or repaired.

6.1 - ALARM SIGNS

Signs for the identification of alarms/security services are permitted but are not to exceed:

- Two (2) metal stake sign per lot, placed no farther than two (2) feet from the front of the home and not to exceed a height of thirty-six (36) inches from the adjacent ground level.
- Two (2) window stickers facing the common area, not to exceed five (5) by seven (7) inches each.

6.2 - NO SOLICITOR SIGNS

A small sign (not to exceed three (3) inches by six (6) inches) prohibiting solicitors may be placed with the closest edge no farther than twelve (12) inches from the front door at a height not to exceed five (5) feet.

6.3 - BEWARE OF DOG SIGNS

A sign (not to exceed eight (8) inches by twelve (12) inches) providing notice of the presence of a dog may be placed at a height not to exceed five (5) feet on the center of the gate leading to the backyard of a home. The sign must be in black and white or colors that complement the paint color(s) of the home. Red, orange, or yellow lettering and/or graphics are not permitted.

6.4 - SERVICE PROVIDER SIGNS

Service provider signs advertising a work project or site are not permitted on the Homeowner's property or the Common Area beyond the start and end dates of the project.

6.5 - ELECTION SIGNS

Exterior signs promoting candidates, initiative measures and/or voting that are directly related to an upcoming election are limited to one sign per candidate and/or measure per property and may not exceed maximum dimensions of nine (9) square feet. Election signs may not be posted earlier than forty-five (45) days prior to the election and must be removed within five (5) days after the election.

6.6 - GARAGE SALE SIGNS

Since garage sales are not permitted within Averette Ridge (unless a community-wide event is planned and approved in advance by the Board of Directors), Homeowners and residents are not permitted to post Garage Sale signs.

6.7 - REAL ESTATE SIGNS AND FLYERS

To facilitate the exchange of property within Averette Ridge, the Board has approved a policy that will allow the use of real estate signs when advertising a property for sale, rent, lease, or being held open. Real estate signs may not be placed on private property (other than the property being sold) without permission of the affected Homeowner. All Homeowners are responsible for advising their real estate agents of the restrictions and asking for their cooperation.

For Sale/For Rent/For Lease Signs: Only one (1) sign may be placed in the front yard of the property for sale/rent/lease, and NO CLOSER to the street than three (3) feet back from the Common Area sidewalk. The sign must be removed upon close of escrow or within forty-eight (48) hours after a rental or lease agreement is signed. Flags, banners or in escrow signs are not permitted.

Open House Signs: Real estate agents may use three (3) signs within the community. One Open House sign may be placed in front of the house (using the same guideline as For Sale signs above) and other signs must be placed at street intersections only and only within Common Area grounds. Open House signs may not be placed on the private property of other Homeowners. Open House signs may only be posted no sooner than one hour (1) before and no later than one (1) hour after the open house.

Real Estate Flyers: One box containing flyers describing the property for sale, rent or lease may be attached to the For Sale, For Rent or For Lease signpost so that it is positioned below the sign or on a separate post adjacent to the sign. The box must be constructed of a durable material, such as metal, plastic or wood (not paper or cardboard). Flyers should be secured by a top on the box or other method to prevent the flyers from getting wet or blowing around.

Homeowners are responsible for arranging access to your real estate agent and prospective buyers.

6.8 - OTHER SIGNS & FLAGS

Special event signs, such as graduation, birth announcements or birthdays are permitted to be displayed on a Homeowner's property but must be removed within five (5) days of posting. Signs painted on an architectural surface, or made of flora, balloons, lights, roofing, siding, paving materials, or other similar building, landscaping or decorative components are not permitted. Signs displaying obscenity, inciting discrimination, violence or other unlawful activity are not permitted. Also refer to the section Signs & Flags in the Architectural Procedures and Standards document for information about flags. Other than as permitted in the sections above, other types of banners or signs are not permitted on any Common Area property including fences, walls, gates, sidewalks, streets, traffic control signposts, utility poles, street signs, trees, etc. unless it is a sign authorized by the Board of Directors (such as pool safety signs, meeting notices, etc.)

Section 7 – Pet Policy

1. Residents may own or care for usual and ordinary household pets such as dogs, cats, birds, and the like, if they are not kept, bred, or maintained for any commercial purposes, and further provided they are always kept under reasonable control. No livestock or poultry of any kind shall be kept on any lot.
2. The total number of dogs and cats owned or cared for by any resident must be reasonable as determined by the board of Directors.
3. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's lot without the consent of such owner.
4. Dogs anywhere on the Common Area must be on a leash that is held by a person capable of controlling the dog.
5. All animals shall be on a leash or within a secure fence when outside the owner's dwelling.

6. Problems associated with animals, including noise disturbances, off-leash, aggressive behavior, or other problems must be directed to Animal Services. The Association may request that animals exhibiting aggressive behavior or biting any person within the community be removed from the community temporarily or permanently, whichever is deemed necessary in the Board's reasonable discretion for the safety and welfare of everyone in the community.
7. Kennels or Pet Pens over six (6) feet and visible from the Common Area property are not permitted.
8. The number of domesticated dogs and cats owned or cared for by any resident will be determined by the Board of Directors of the Association from time to time, and if, the Board of Directors decides to make such determination; and the decision of the Board of Directors concerning the question in each instance shall be conclusive and binding on all interested parties.

Cleaning Up After Pets

Pet owners must **promptly pick up all solid waste material from their pet and dispose of it appropriately**. Four (4) Dog Waste stations are located within the community for your convenience. Three (3) have Pet Waste disposal canisters. Please utilize them or carry pet waste home for disposal.

When animal feces are left behind, the matter is washed into nearby storm drains by rain and floods. The matter typically drains directly into our neighbors' yards, as well as lakes and streams, carrying pollutants along with it, which can damage and even kill fish and other wildlife.

Please be courteous of your neighbors and your community and pick up after your pets and dispose of the waste properly. Failure to do so may result in monetary fines. See Fines and Penalties section for more details.

Section 8 - Miscellaneous Rules and Regulations

The following additional miscellaneous Rules and Regulations have been established:

1. To maximize on-street parking, it is recommended that, whenever possible, trash cans be placed at the curb no earlier than 4:00PM the day before trash pickup and must be removed from the street and stored no later than 10:00AM the day following the scheduled collection. At all other times, trash cans must be stored out of view from the Common Area.
2. Common Area sidewalks and walkways must be kept clear for use by others who are walking. Items such as bicycles, toys, sports equipment, etc. should not be left or stored in the Common Area.
3. Driveways and Common Area sidewalks should be kept clean and free of debris. Oil drips and stains on driveways, Common Area sidewalks and public streets shall be periodically removed. Oil pans, cardboard, plastic sheeting, carpeting or other materials shall not be placed on driveways or streets.
4. Unless otherwise mentioned herein (e.g., dumpsters), all items stored outside, such as yard equipment, wood piles, dog houses, trash containers, recycling bins and compost containers, must be completely screened from the Common Area. Garden hoses, if visible from the Common Area, should be stored on a rack or reel, or neatly coiled, close to the home when not in use. Objects with a height greater than six (6) feet shall not be stored in a manner that is visible from the Common Area.
5. Exterior paint shall be maintained at all times. Peeling, chipping, stained or faded painted surfaces, and stucco, wood siding, shingles, trim and roofing shall be repaired as necessary within a reasonable amount of time.
6. Homeowner's irrigation sprinklers must be positioned in a way that prevents, as much as possible, overspray onto Common Area metal fencing. Repairs for damage to Common Area fencing because of improper irrigation spray may be charged to the Homeowner.
7. Garage sales are not permitted unless a community-wide event is planned and approved in advance by the Board of Directors.
8. Patio umbrellas shall be maintained in an aesthetically acceptable condition.
9. Outdoor holiday lighting and/or decorations must conform to the following standards:

- a. All outdoor holiday lighting and/or decorations shall not be installed any sooner than forty-five (45) days prior to the holiday and shall be removed no later than thirty (30) days after the holiday.
 - b. If visible from the Common Area, hooks and other devices used for the installation of holiday lighting and/or decorations are to be removed upon removal of the lighting and/or decorations or shall be of a color (or painted) to match the surface to which they are attached.
10. All portable basketball hoops and other portable sports equipment must be stored when not in regular use. Storage out of view from the Common Area is preferred, but this equipment may be stored on the Homeowner's driveway if other storage is not practical. Such equipment shall not block any Common Area sidewalk at any time.
11. "Bounce houses" and any other temporary party equipment associated with a Homeowner's personal party may not be placed on any portion of the Common Area and must be under adult supervision.
12. Drones and other radio-controlled devices may not be flown in such a way that it invades the privacy of any residence. The device's owner/operator shall be fully responsible for any personal injury and/or damage to the Common Area. A Homeowner hiring a contractor that will use a drone for commercial purposes (e.g., real estate photography, roof inspection) must ensure that the contractor has a valid remote pilot airman certificate and complies with FAA Part 107 regulations and any other regulation.
13. Absentee Homeowners must provide current contact information to the property management firm so the Homeowner can be contacted for architectural neighbor awareness, in the case of an emergency, or any other Association business and needs. You may submit this information by completing the Management Contact form on the Averette Ridge website.
14. Homeowners shall not rent, lease or lend their property to others for periods less than thirty (30) days. Short-term rentals (e.g., Airbnb, vacation rentals, etc.) are not permitted.
15. The Association shall not become involved in resident disputes unless the issue involves violation of the Declarations, Rules & Regulations, or other Governing Documents.
16. Any fines or fees assessed by the city, county or other government agency that are assessed against the Association because of acts by a Homeowner, resident or their guest(s) will be passed along to the Homeowner in the form of a Special Assessment or Reimbursement Assessment.
17. Residents and guests shall not conduct any activities that may increase liability to the Association, or cause annoyance, be a nuisance, or interfere with the quiet enjoyment of another Homeowner's lot.

Section 9 - Adoption, Amendment or Repeal of Rules and Regulations

The Board of Directors may, in its discretion, adopt new Rules and Regulations, and amend or repeal Rules and Regulations included in these Rules & Regulations or Architectural Procedures and Standards documents from time to time. Where Applicable, Homeowners will receive a written draft of the proposed change(s) at least thirty (30) days in advance of a scheduled Board meeting at which the Board will vote on the change(s).

Homeowners with comments about the proposed change(s) may attend the Board meeting or submit written comments to the Board prior to the meeting. The Board will decide at the meeting after considering all comments. If approved by the Board, the change(s) will be emailed or otherwise distributed to the Homeowners within fifteen (15) days after the Board adopts the change(s). The change(s) will go into effect thirty (30) days after the Board adopts the rule change(s). If the change(s) include any new or modified Architectural and Landscaping Standards, the new or revised guidelines and standards will only apply to new Home Improvements, which are submitted for approval after the effective date. The approved change(s) will be incorporated into a reprint or as an addendum to the affected document.

The Board may adopt, amend, or repeal rules on an emergency basis without providing thirty (30) days' notice, if it reasonably determines that there is an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association. If the Board adopts a rule change on an emergency basis, Homeowners will be given notice of the change within fifteen (15) days. The emergency rule change will go into effect as soon as possible as reasonably determined by the Board and may only be effective for up to 120 days but may be re-adopted after following the above- adopted notice procedures.

Section 10 - Rules Enforcement Policy and Fines

10.1 - RULES ENFORCEMENT

In accordance with the Governing Documents and Association's Declaration of Establishment of Covenants, Architectural Procedures and Standards, Rules and Regulations published herein; and applicable law, Civil Codes (hereafter referred to as Governing Documents); the Association, acting through the Board of Directors, is charged with the responsibility for maintaining and managing the Common Areas of the Association and for enforcing the provisions of the Governing Documents. The procedures described herein describe the methods available to the Association for ensuring conformity within the community and compliance with the Governing Documents and supersede all rules enforcement procedures previously adopted by the Board of Directors.

WHEREAS the Board of Directors deems it in the best interest of the Association to set forth the policies and practices of the Association in establishing an Enforcement Policy regarding continued non-compliance of the Association's Governing Documents.

Thus, NOW, THEREFORE, BE IT RESOLVED that the Association hereby adopts the following Enforcement Policy for compliance with the Governing Documents:

1. Where possible and if applicable, the complainant is encouraged to contact the violator and resolve any annoyances created because of violations of the Governing Documents. The complainant may issue a complaint in writing to the property management company or use the violation form found in the "Documents" section of the Averette Ridge website.
2. The Board of Directors (or the property management company acting on behalf of the Board) will take appropriate action on a reasonable complaint filed by a Homeowner. The Board of Directors or the property management company may also initiate an action based on inspections or observations. Upon substantiation of the violation of the Governing Documents, the Board of Directors may proceed with a Notice of Violation, Notice of Hearing, Preliminary Internal Dispute Resolution Process, legal action or other remedy the Board, in its discretion, believes is appropriate under the circumstances. In most cases, the Board will choose to issue a Notice of Violation followed by a Notice of Hearing, if necessary. Procedures with respect to the Notice of Violation and Notice of Hearing shall be handled as follows:
 - a) If sent, a formal Notice of Violation will be sent to the Homeowner (not a tenant or service provider), notifying them of the violation. The Homeowner will be given a reasonable period of time (the "Cure Date") to cease or correct any act or omission that appears to be in violation of the Governing Documents. The Board of Directors or the property management company will verify that the violation is not continuing after the Cure Date set forth in said notice.
 - b) If the violation continues after the Cure Date, or is repeated within twelve (12) months, or if the violation is reasonably deemed by the Board to be significant such that a Notice of Violation is not appropriate, a Notice of Hearing concerning the violation will be sent that will set the time and date at which complainant chargers will be heard. The Homeowner will be given ten (10) days advance notice of the hearing to defend his/her position. No proceedings will be brought against any Homeowner (who is responsible for the actions of his/her family members, tenants, service providers and/or their guests) unless a Notice of Hearing has been sent to the Homeowner.
 - c) At such Hearing, the Homeowner shall have the right to present oral and written evidence and witnesses to ensure a fair Hearing. The Board of Directors may limit the time allocated for hearing the Homeowner's evidence. A decision will not be rendered during the Hearing.
 - d) The Board of Directors shall meet in a closed Executive Session to review the situation and shall deliver to the Homeowner, within fifteen (15) days after the Hearing, a written decision, which shall specify the fines or penalties levied, if any, and the reasons, therefore.
 - e) If a Homeowner (or their tenant or service provider) shall correct an alleged violation prior to the Hearing date, upon notification to the property management company, the Board of Directors shall discontinue the proceedings. If it is subsequently found that the alleged violation has not been

- corrected, a new Hearing Notice will be sent with a new Hearing scheduled at which the Homeowner must appear.
- f) If a Homeowner cannot attend the Hearing as scheduled, the Homeowner must request from the property management company a re-scheduled Hearing date no later than twenty-four (24) hours before the originally scheduled Hearing time and date.
 - g) In the event a Homeowner does not appear for a Hearing, the Board of Directors may make its decision based on the available evidence.

APPROPRIATE LEGAL ACTION MAY BE TAKEN AT ANY POINT DURING THIS PROCESS. THE ASSOCIATION SHALL BE ENTITLED TO COLLECT REASONABLE ATTORNEY'S FEES AND LITIGATION COSTS.

Financial obligations incurred by the Association because of a violation or other act by a Homeowner, their family members, tenants, service providers and/or guests (e.g., damage to a wall, tree, light fixtures or the Common Area, etc.) will be charged to the responsible Homeowner.

The Board of Directors reserves the right to waive the initial notice and call the matter directly to a Hearing or refer the matter to legal counsel for action for issues that can be deemed harmful, unsafe, or pose a liability to the Association, any individual, the environment, or the Common Area.

10.2 - FINES AND PENALTIES

After a Hearing at which the Board of Directors determines that there has been a violation of the Governing Documents, the following fines and penalties may be imposed at the discretion of the Board, provided, however, the Board may impose double the amount of a fine on a first offense if the Board, in its discretion, determines that such a fine is appropriate. Any attorney fees associated with the violation will be added to the penalty assessment.

1) UNLESS OTHERWISE PROVIDED BELOW, PENALTY ASSESSMENT FOR VIOLATIONS

First penalty assessment	\$100.00
Every thirty (30) days after the first penalty assessment until the violation has been resolved, or for repeat violations more than thirty (30) days apart	\$200.00

2) PENALTY ASSESSMENT FOR ARCHITECTURAL VIOLATIONS

For MINOR improvements (exterior painting, doors/windows, roofing, etc.): Failure to submit required application prior to making the improvements, or making changes to an approved improvement without submitting a new application and obtaining prior approval for the additional change(s)	\$200.00
For MAJOR improvements including, but not limited to, major landscaping changes (hardscape, landscape that affects more than half of the front yard area or artificial turf grass regardless of amount visible from the Common Area) and architectural changes (room additions, structure modifications, exterior remodels, etc.): Failure to submit required application prior to making the improvements, or making changes to an approved improvement without submitting a new application and obtaining prior approval for the additional change(s)	\$500.00

3) PENALTY ASSESSMENT FOR RENTING A PROPERTY FOR LESS THAN 30 DAYS

First penalty assessment	\$1,000.00
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Every thirty (30) days after the first penalty assessment until the violation has been resolved, or for repeat violations more than thirty (30) days apart	\$2,000.00
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- 4) SUSPEND HOMEOWNER'S VOTING PRIVILEGES AND/OR SUSPEND OR CONDITION THE RIGHT OF THE HOMEOWNER (AND/OR HIS TENANTS AND/OR GUESTS) TO USE RECREATIONAL FACILITIES
- 5) A VIOLATION OF THE GOVERNING DOCUMENTS RELATING TO VEHICLE PARKING MAY RESULT IN TOWING AND STORAGE OF THE VEHICLE AT THE VEHICLE OWNER'S EXPENSE. The Association, Board of Directors, and the property management company shall not be held liable for any costs, damages or loss of use related to vehicles that have been towed due to violations.

Penalties shall be paid by the Homeowner within thirty (30) days after assessment.

11.0 - Appendix

Reservation Rules Acknowledgement

I, the undersigned Averette Ridge Homeowner, am requesting to reserve the Association Facilities for the date and times indicated above.

My signature certifies that I have read and understand the reservation policies and procedures..

If my reservation request is accepted, I agree to abide by these policies and procedures and to pay all applicable fees.

It is understood and agreed that I am accepting responsibility for the Facilities (including furnishings and equipment) during the reservation period and will be fully responsible for all costs incurred by the Association to repair any damage.

Homeowner Signature: _____ Date: _____

HOMEOWNERS ASSOCIATION FACILITY RESERVATION APPLICATION

Homeowners Name: _____ Phone _____
 Number _____ Email: _____ Main Key Fob# _____
 (required) _____

Back-up/ secondary Key Fob# (optional) _____

(Double check & confirm with PPM or the on-site Social Director, or you may find yourself unable to access the clubhouse for your event. Your key fob is your access and there is no other way to enter the locked clubhouse. If

your event is not occurring during Association business hours, there would be no way to program your fob to allow you in. We recommend providing two fob numbers in case you lose or damage your main fob.)

Reservation Date: _____

Event begin time: _____ Event end time: _____

Choose your times carefully and update the HOA Board or HOA Management at least 5 business days prior to your event if there are any changes. Prior permission is required to drop off or pick up items outside of reservation hours. The Association does not accept any legal responsibility for the loss, damage, or theft of equipment or articles owned by the users and will not accept any responsibility for any act or incident arising from the use of its property or equipment by any organization or group.

Purpose of event: _____ Approximate number of attendees (Maximum of 50 people): _____

Approximate number of attendees under the age of 21 years (For every up to and including 10 guests under the age of 21 years old, an adult over the age of 21 must be present): _____

****Please mark all that apply:**

My event at the clubhouse will not charge admission, be for the sale of items, or otherwise be profitable. (This will require approval from the HOA Board. Current policy disallows this usage.)

Will alcoholic beverages be served? YES: _____ NO: _____

Note that alcohol may not be consumed outside of the building or by anyone under 21.

Note that residents utilizing the clubhouse may use the pool only if abiding by all pool rules, including hours of operation and guest limitations.

(Initials) _____

I, the undersigned Association Homeowner, am requesting to reserve the Association Facilities for the date and times indicated above.

My signature certifies that I have read and understand the reservation policies and procedures..

If my reservation request is accepted, I agree to abide by these policies and procedures and to pay all applicable fees.

It is understood and agreed that I am accepting responsibility for the Facilities (including furnishings and equipment) during the reservation period and will be fully responsible for all costs incurred by the Association to repair any damage.

(Initials) _____

I, the undersigned, fully understand that activities conducted on or around the properties of Averette Ridge or in conjunction with activities of the Association, are at-your-own-risk.

(Initials) _____

I, the undersigned, agree to the rules and regulations set forth by the Association and acknowledge that I will be solely responsible for any guest(s) that I bring onto the properties of the Association, hereby fully, irrevocably, and forever release and discharge the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, demands, actions and damages, and/or legal liability of any kind, nature or description in any way arising out of or resulting from drowning, personal injury, death or property damage sustained by the undersigned while engaging in any of the above mentioned activities conducted by, or on the properties of, the Association, whatever the cause. I further expressly stipulate and agree to indemnify and hold harmless the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, causes of action and damages, which they or any of them may incur as a result of the participation by the undersigned or any minor or other person for whom the undersigned is a legal guardian or in the custody of in the above mentioned activities conducted by, or on the properties of, the Averette Ridge HOA

(Initials) _____

It is understood and agreed by the Association HOA that the Facilities will be clean and in good condition before the event. The Association will provide cleaning of the bathrooms after the event, but the sponsoring homeowner is expected to remove anything brought in especially for the event and will place all trash in the outside trash bins immediately following the event.

The Facilities will be professionally cleaned after an event. At that time, an inspection will be made of all the facilities to determine if any unusual damage has occurred which requires additional attention.

Please be advised that the owner renting the Facilities is solely responsible for any and all damage caused during the event to Association property and any damage to the Association property collected from the owner and be deemed an assessment secured by lien under N.C.G.S. 47C-3-116 or N.C.G.S. §47C-3-116, as applicable.

(Initials) _____

The Association HOA reserves the right to expel any members and guest(s) not conforming to the rules and regulations or causing undue commotion.

Renters are reminded that the Facilities are in a residential neighborhood.

Homeowner Signature: _____

Date: _____

Witness Signature: _____

Date: _____

All correspondence and communications will be sent to the individual listed on the agreement.

FACILITY CLEANING CHECKLIST

PLEASE COMPLETE UPON DEPARTURE FROM THE FACILITIES.

- _____ Check for damages and report to HOA Board.
- _____ Wipe all tables and chairs.
- _____ Sweep and/or vacuum the floor.
- _____ Scrub down sink and wipe down countertop and cabinets.
- _____ Remove all food from refrigerator and wipe out.
- _____ Remove all decorations
- _____ Use spot cleaner on any stains in carpet.
- _____ Wipe doors and/or windows/ glass as necessary.
- _____ Return all furniture to its original location.
- _____ All garbage must be bagged and placed in the outside trash bins. (Bring bags)
- _____ Ensure that all lights are turned off and doors are locked.
- _____ Turn off outdoor porch fans
- _____ Ensure that all TVs and speakers are turned off
- _____ No broken glass

Signature: _____

Date: _____

Print Name: _____

Rental Date: _____

VENDOR INFORMATION

Averette Ridge Resident Information:

Name: _____

Address: _____

Phone Number: _____

Vendor Information:

Vendor Legal Name: _____

DBA: _____

Vendor Address: _____ Vendor

Business Phone Number: _____

Contact: _____

Phone Number: _____

Event Details: Name of Event: _____

Event Date: _____

Service provided (i.e. musical entertainment): _____ Start Time:

End Time: _____

Please provide insurance certifications for general liability and worker's comp (if applicable, required for vendors with 3+ employees).