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**RULES AND REGULATIONS  
FOR  
TIMBER RIDGE HOMEOWNERS ASSOCIATION**

This handbook contains a summary of the rules and regulations found in the Restrictive Covenants of Timber Ridge and the Board of Directors of Timber Ridge according to Article II, Section 11, of the Bylaws. This handbook is provided to give the homeowner a quick and easy reference guide for identifying the rules and restrictions of our neighborhood. It is our intention that by providing this handbook, we will help simplify the process of obeying the Covenants that we all signed when purchasing our homes, and the ratified Rules and Regulations.

1. **Land Use and Building Type:** All lots shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than:
  - a. (1) detached single-family dwelling
  - b. A private garage for not more than two (2) cars.
  - c. An out-building incidental to residential use.
  
2. **Dwelling Size:** Heated square footage must be:
  - a. No less than 1300 square feet for a split-level or two story residential structure.
  - b. No less than 1100 square feet for a single story residential structure.
  - c. No building shall exceed 2 ½ stories or thirty (30) feet in height, whichever is greater.
  
3. **Building setbacks; House Location:** No dwelling shall be erected or maintained on any Lot outside of the building envelope provided in the Zoning Ordinance of the Town of Knightdale or County of Wake as amended from time to time. No building, including garages, shall be located on any Lot less than thirty (30) feet from the front street right of way line, less than eight (8) feet from any side Lot line, or less than twenty (20) feet from any rear Lot line.
  
4. **Fences:** Fences must meet the following requirements:
  - a. No fence or wall shall be erected on any Lot closer to any street than the back of the house constructed on the Lot.
  - b. For corner lots, no fence shall be erected any closer than the side building setback line adjacent to such side street.
  - c. Chain-link or other metal fencing is not permitted on any Lot.
  - d. Fence plans must be submitted and approved by the Architectural Committee. *See Attachment 6, Fence Guidelines.*
  
5. **Temporary Structures:** No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage,

barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. **Street; Parking; Driveways and Parking Pads; Abandoned Vehicles, ATV's:**

- a. Vehicles may be parked or stored only in garages, driveways, curbside, or parking pads. ***No parking on lawns or overnight curbside parking.***
- b. No enclosed parking shall be constructed or maintained except a paved driveway and an attached paved parking pad not designed for more than three (3) vehicles.
- c. Driveways or parking pads must have a cement concrete surface.
- d. No mobile house trailer (whether on or off wheels) shall be parked on any street or kept on any lot within the Subdivision.
- e. No commercial vehicle shall be parked on any street or kept on any lot within the Subdivision that is larger than two axles and weighing more than 2 ½ tons. Nor shall there be any buses, container trucks, or non-passenger commercial vehicles within the Subdivision.
- f. No boat or boat trailer, trailers which can be attached to a vehicle, campers, recreational vehicles shall be parked on any street within the Subdivision.
- g. Boats or boat trailers, campers, recreational vehicles, trailers which can be attached to a vehicle, may be kept on a Lot if it is screened from all streets and common areas and all adjacent lots. Screen may be a fence or plantings and must be approved by Architectural review.
- h. No tractor trailer trucks or cabs shall be parked on any street or Lot within the Subdivision.
- i. No vehicle of any type which is abandoned (no current tag or inspection sticker) or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other lot, any street within the subdivision, or the common area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.
- j. No "all terrain vehicles" (ATV's) shall be operated within the Subdivision. (No three wheelers, four wheelers or dirt bikes).

7. **Basketball Goals: See Attachment 1**

Basketball goals may be erected at the house end of the driveway but may not be erected at the street end of the driveway. Basketball goals shall not be placed in any street or curbside.

- a. Basketball goal kits do not have to have architectural approval.
- b. "Homemade" basketball goals do have need architectural approval.
- c. Basketball goals are expected to be maintained. No rotting wood or rusting metal.

8. **Animals:** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except dogs, cats, or other household pets as long as they are not kept or maintained for commercial purposes. Owners with outside pets must have fenced yards. No dog pens or kennels. All owners must abide by the County Leash laws. All owners must clean up their pets waste whether within their Lot, in common areas and streets within the subdivision. All animals must meet the requirements of Wake County and State laws. *See Attachment 7*

9. **Swing Sets and Gyms:** All swing sets and gyms must be placed in the Homeowner's backyard and have an attractive and acceptable appearance.

- a. Purchased swing sets or gyms (wood or metal) do not need architectural approval unless it is unusual, odd, offbeat, or unusually large.
- b. Swing sets and gyms constructed by homeowners required architectural review.
- c. Swing sets and gyms must be maintained. No rotting wood or rusting metal.

*See Attachment 2*

10. **Playhouses:** All playhouses must be placed in the Homeowner's backyard.

- a. Purchased playhouses do not require architectural review unless it is an unusual style or larger than 150 square feet.
- b. Home built playhouses are subject to architectural review.
- c. **No tree houses.**
- d. Playhouses are not permanent fixtures.
- e. Playhouses must be maintained with no peeling paint, rotting wood, or rusting metal.

*See Attachment 3*

✓ 11. **Nuisances; Business Activity:** 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 any annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the County of Wake and Town of Knightdale.

12. **Signs:** No sign of any kind shall be displayed to the public view on any Lot except the following:

- a. For Sale or For Rent signs of not more than four (4) square feet.
- b. Political signs in support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election. Such signs may not be placed earlier than sixty (60) days before such election and must be removed within two (2) days after such election.

- c. Security signs.
- d. Yard sale signs are permitted for up to 48 hours on common properties and must be removed by resident who placed the sign.

*See Attachment 7*

13. **Antennas; Satellite Dishes or Discs:** No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna.

Satellite antennas or discs are permitted providing:

- a. The receiver or disc is not larger than two (2) feet in diameter.
  - b. The receiver or disc is located on the side of the house away from the street and within the building setback lines applicable to that Lot; and
  - c. The receiver or disc is located and screened whenever possible.
- Any such screening must be approved by the Architectural Committee.

No freestanding transmission or receiving tower may be permitted on any Lot.

14. **Swimming Pools:** No above-ground or in-ground swimming pools are permitted in the subdivision. Only small, inflatable wading pools are permitted in backyards only.

15. **Mailboxes:** Owners are responsible for the painting and upkeep of their mailboxes.

16. **Clotheslines:** No clotheslines shall be permitted in the subdivision.

17. **Maintenance of Lot; Construction:**

- a. Each owner shall keep their Lot in an orderly condition.
- b. Improvements must be kept in a suitable state of repair.
- c. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act of thing, the owner shall repair the damage and/or reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed, the Owner may either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.
- d. All construction, landscaping or other work which has been started shall be continued with reasonable diligence until completion. No partially completed house or improvement shall be permitted on any Lot, except during such reasonable time period for completion.

- e. All construction dirt, mud, garbage, trash, or other debris shall be kept free from public streets or other Lots.
  - f. Playground equipment, including, but not limited to, swings, swings sets, merry-go-rounds, play pens, sandboxes, toys, etc. shall be located in the rear yard of the home and not in the front yard and must be kept in neat order. *See Attachment 7, "Yard Clutter"*.
  - g. Firewood should be stacked neatly in the rear of the property and bug-infested firewood shall be disposed of immediately. If a tarpaulin is used to cover a wood stack, it will be earth tone in color and securely fastened.
18. **Septic Tanks; Wells:** No septic tanks or wells shall be installed or maintained on any Lot.
19. **Propane Tanks:** Propane tanks are pre-approved for small tanks such as those the size attached to barbecue grills. Stand alone tanks must be approved by the Architectural Committee prior to installation. As a general rule, stand alone tanks must be secured, well-ventilated and well-screened, or buried. Other propane tanks are not permitted.
20. **Solar Collection System:** Solar collection systems require review and approval by the Architectural Committee.
21. **Removal of Trees:** Except in the case of any emergency situation that does not permit any delay, no tree larger than six (6) inches in diameter at a point measured three (3) feet off the ground shall be removed from any Lot without the approval of the Board of Directors or its designated committee.  
*See Attachment 4.*
22. **Architectural Control:** No building, fence, wall or other structure shall be commenced, erected or maintained; no exterior addition, change or alteration nor a building permit for such improvements or change be made; no major landscaping or re-landscaping be commenced until:
- a. Plans and specifications showing the nature, kind, shape, heights, materials, color and location be submitted and approved in writing to the Board of Directors or to an Architectural Committee.
  - b. The Association has the right to charge a fee, not to exceed \$75.00 for receiving and processing each application. This fee is used only if outside contractors, City/County officials are consulted.
  - c. If the Board or Architectural Committee fails to approve such submission made by any owner within thirty (30) days after said plans and

specifications have been received by the Committee, approval will be deemed to have been denied. *See Article V of the "Declaration of Covenants, Conditions, Easements and Restrictions for the Timber Ridge Subdivision."*

- d. For specifications for Landscape Change, *See Attachment 4*
- e. For specifications for Painting, *See Attachment 5*
- f. For specifications for Decks, *See Attachment 7*
- g. For specifications for Driveways, *See Attachment 7*
- h. For specifications for Siding, *See Attachment 7*
- i. For specifications for Storage Structures, *See Attachment 7*.

23. **Restrictions:** No burning, no planting of illegal substances, no dumping of trash or debris, no spraying of chemicals and no permanent parking or storage (other than in areas designated) of cars, boats, trailers or other vehicles allowed on the common areas. The cost of removing any of the aforementioned items will be assessed to the applicable homeowner. Absolutely no grass, leaves, sticks, or other debris shall be blown into the street, gutter, curb line or into the storm drains. No debris of any kind may be placed on common areas.

24. **Exterior Maintenance:** Owners shall maintain grounds, and improvements on their Lot including plantings, landscaping, and lawns in a neat and attractive manner. Upon the owner's failure to do so, the Association, after giving the owner ten (10) days written notice, may:

- a. Have grass, weeds, shrubs, and vegetation cut when and as often as necessary.
- b. Remove dead trees, shrubs and plants, and have same replaced.
- c. May have the Lot resodded or landscaped.
- d. Charge all expenses incurred by the Association for such work to the owner of such Lot and shall be the personal obligation of the then-owner.

Owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association, after giving the owner a thirty (30) day written notice, may:

- a. Make repairs and improve the appearance of such structure.
- b. Charge the cost of such work to the owner, which will be immediately due and owing, in a lump sum and secured by a lien.

25. **Easements:** No structure, plantings, or other material shall be placed or permitted to remain in easements. Any easement located on any Lot shall be maintained continuously by the owner or such Lot, except for any such improvements for which a public authority or utility company is responsible.



26. **Subdivision of Lots:** No Lot shall be subdivided by sale or otherwise so as reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Board of Directors.
27. **Rental of Home:** All rental houses of Timber Ridge by homeowners shall have a written lease which shall not be for an initial period of less than thirty (30) days. Said written lease shall have a provision requiring the lessee to comply with all Timber Ridge Rules and Regulations, By-Laws and Covenants, and failure to comply constitutes a default under the lease. The homeowner shall provide lessee with a copy of the above-mentioned documents.
28. **Enforcement:** Enforcement of these Covenants and Rules and Regulations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or rule herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.
- a. The first offense of a violation shall result in a warning letter. Homeowners have only ten (10) days to correct the violation before fines are commenced.
  - b. The second offense of a violation shall result in a \$25.00 fine and could result in additional fines of \$10.00 per day until the homeowner has come into compliance.
  - c. Charges incurred by the Association as a result of violations by the homeowner, shall be charged to the homeowner for reimbursement to the Association.
29. **Dues Collection Policy:** Dues are payable quarterly. Dues are considered late after the first thirty (30) days of the quarter and a \$15.00 late fee will be charged. A late letter will be sent.
- a. If dues or fines are not paid, the account (of the homeowner) will be sent to the Association's attorney for collection. A lien will automatically be filed against the property.
  - b. If the payment still has not been received, the next step in the legal process for collecting dues could be Small Claims or District Court for a judgment or proceed directly to foreclosure. Delinquent owners are responsible for paying late payment charges, costs, and attorney's fees of any such action or foreclosure.
  - c. No owner may waive or otherwise escape liability for the payment of any assessment by nonuse of common areas or by abandonment of his Lot.
  - d. Owners delinquent in their assessments will not be able to use common areas, vote in any election or business of the Association, nor serve on the Board of Directors, until their account is current.

sale or transfer, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, should the priorities set forth above be modified at law, such variation as established by law shall prevail.

Section 11. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and any portion of the Property owned by a charitable or non-profit 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.

Section 12. Responsibility for Maintenance of Private Streets and Driveways. The maintenance responsibility of any private streets and driveways as shown on any subdivision map recorded shall rest with the Association. In no case shall any governmental authority having jurisdiction over the Property be responsible for failing to provide any emergency or regular fire, police, or other public service to the Property and/or occupants when the failure is due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Association, or Owners.

Section 13. Association Cooperation. It is recognized that the Property lies immediately south of, and adjoining, the Parkside development. The Parkside Homeowners Association, Inc. maintains the common properties on each side of Parkside Drive, north of the Timber Ridge Development and maintains the entrance signs and entrance areas. Parkside Drive extends below the Parkside development into the Timber Ridge Subdivision.

The Association is authorized and empowered, in addition to maintaining its Common Properties, if any should be created, within the Timber Ridge Subdivision, to contribute all, or a portion, of its assessment funds to the Parkside Homeowners Association, Inc. for contributory support of the common properties located in Parkside, and any such contribution shall be a Common Expense of the Association.

## ARTICLE V

### ARCHITECTURAL CONTROL

No site preparation (including, but not limited to grading, elevation work, landscaping, sloping or tree work) or initial construction, erection or installation of any improvements, including but not limited to, buildings, fences, signs, walls, bulkheads, screens, landscaping, plantings, equipment, or other structures shall be commenced, erected, placed, altered or maintained upon any lot, until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors, siding, location and elevations of the proposed improvements, landscaping or plantings shall have been submitted to, and approved in writing by, as to harmony of external design and location in relation to surrounding structures and topography, an Architectural Committee composed of three (3) persons appointed by the Declarant so long as there is a Class B membership, or, if no Class B membership, then appointed by the Board. In the event the Architectural Committee fails to approve such submission made by any

Lot Owner within thirty (30) days after said plans and specifications have been received by the Committee, approval will be deemed to have been denied. Any plans and specifications that contain inaccurate or missing data or information when submitted shall not be deemed to be approved notwithstanding any prior approval by the Committee.

Upon request, the Association, on behalf of the Architectural Committee, shall provide any Owner with a letter stating that any such work, plans and specifications, landscaping or plantings have been approved, and the letter may be relied upon by third parties.

Approval or disapproval by the Architectural Committee of such plans, location or specifications may be based upon any grounds, including purely aesthetic and environmental, which in the sole discretion of the Committee, it shall deem sufficient. Neither the Association, Board, nor the Architectural Committee shall be responsible for any defects in the plans and specifications submitted to it or in any structure erected or improvements made on any Lot.

The Board and the Architectural Committee, or their appointed agents, shall have the right, at their election, but shall not be so required, to enter upon any of the Lots during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications.

The Architectural Committee shall have the power to grant, and may allow, variances of, and adjustments of, the restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein; provided, however, that variances or adjustments are done in conformity with the intent and purposes hereof; and, provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other Lots in the immediate neighborhood. Variances and adjustments may be of the height, size, and setback requirements, but shall not be limited thereto. No variance shall be permitted if it violates governmental minimum standards.

In the event of the grant of any variance in the restrictions established herein, the Association on behalf of the Architectural Committee shall execute a document acceptable in substance to the Association attesting to such grant and the specific nature thereof in form suitable for recording, so that the Lot Owner may record the document in the Registry of the County in which the Lot is located. Such document shall be prepared at the cost of the Lot Owner and shall be binding upon the Association, its successors and assigns, and other Lot Owners and may be relied upon by third parties to evidence the variance approval.

Any approvals given by the Architectural Committee shall expire if construction of the dwelling is not beyond that of the foundation within six (6) months of the date of approval.

If the Association shall discontinue the Architectural Committee (1) no further approvals need be obtained by any Lot Owner pursuant to this Article, and any Lot

Owner thereafter shall improve its Lot as the Lot Owner deems appropriate, without such prior approval but not inconsistent with the other Articles of the Declaration, and (2) any improvement located on any Lot shall be deemed approved by the Architectural Committee and any variance of any improvement from any building restrictions prescribed by any applicable covenants shall be deemed approved by the Architectural Committee whether or not a document of variance approval has been recorded unless there shall be pending in the County where the Lot is situated an action against any Lot Owner for enforcement of the provisions of this Declaration or any applicable protective covenants for failure to comply with the provisions of this Article or for having constructed an improvement which violates the building restrictions and a variance shall not have been given, and as to the Lot affected by the action, the result of the action shall be determinative thereof.

Any purchaser of a lot or institution financing a lot shall rely on the foregoing statement.

The Association, so long as there is a Class B membership, shall defer architectural approvals to Declarant unless Declarant has voluntarily relinquished control of the Association. The more specific requirements of any protective covenant applicable to any subdivision on the Property shall prevail.

## ARTICLE VI

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property, except as provided in Section 2 of this Article VI, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting setting forth the purposes of the meeting. The presence of Members or of proxies entitled to cast forty percent (40%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to a notice requirement of a minimum of seven (7) days and a maximum of twenty-one (21) days and the required quorum shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat. Subsequent meetings may be held reducing the quorum requirement by one-half at each meeting until a quorum is attained.

Section 2. If prior to December 31, 2001 the Declarant should develop additional land within the boundaries of that property described on Exhibit "B" attached hereto, or such other lands as Declarant may hereafter acquire contiguous thereto, such land may be annexed by the Declarant without the consent of Members; and, in doing so, Declarant may file and record such amendments to this Declaration

## Attachment 1

### Basketball Goals

#### Guidance

In general, basketball goal kits purchased at a store are acceptable as they are generally designed to be conservative and attractive. Accordingly, purchased kits do not require review by the ARC - unless of course the goal is extremely unusual, odd, offbeat, or unusually large and would draw significant attention in which case review and approval would be necessary.

"Homemade" basketball goals can also be very attractive, but, they may also be very unattractive (example: a goal built from scrap lumber, haphazardly erected, and left unpainted.) For this reason "homemade" goals require review/ approval by the ARC.

If a special court or pad (e.g. concrete, asphalt, etc.) is to be built for a goal it must be approved.

#### Restrictions

Basketball goals may be erected at the house end of the driveway but may not be erected at the street end of the driveway. This restriction does not, however, preclude a backyard location.

#### Upkeep

As with any structure, Homeowner's are expected to maintain their basketball goals to insure a pleasing and acceptable appearance. Wood should not be rotting; metal should not be rusting.

## Attachment 2

### Swing Sets and Gyms

#### Guidance

Purchased swing sets or gyms (wood or metal kits) are generally conservative in design and styling and do not require review by the ARC. Of course, something unusual, odd, offbeat, or unusually large must be submitted for review.

Swing sets constructed by Homeowner's are likely to be even more attractive than store bought. However, the potential exists for someone to build a poorly designed or haphazardly constructed structure that results in an eyesore (e.g. inferior lumber products used, etc.). For this reason, swing sets and gyms constructed by Homeowners require ARC review.

#### Restrictions

All swing sets and gyms must be placed in the Homeowner's backyard and as with any structure must have an attractive and acceptable appearance.

#### Upkeep

As with any structure, Homeowner's are expected to maintain their swing sets and gyms to insure a pleasing and acceptable appearance. Wood should not be rotting and metal should not be rusting.

## Attachment 3

### Playhouses

#### GUIDANCE

Purchased playhouses of wood construction are generally attractive in design and styling and do not require review and approval by the Committee. However, any unusual style or one larger than 150 square feet must be submitted for review.

Playhouses constructed by homeowners are likely to be even more attractive than manufactured structures. However, the potential exists for a poorly designed or constructed structure. Therefore, playhouses constructed by homeowners require Committee review and approval.

There will be NO treehouses.

Please note that the distinction between a playhouse and a storage structure is that a playhouse is usually smaller and mobile and therefore not considered a fixture (i.e., it may be removed from the premises).

#### Restrictions

All playhouses must be placed in the Homeowner's backyard.

#### Upkeep

As with any structure, Homeowner's are expected to maintain their Playhouses to insure a pleasing and acceptable appearance. Wood should not be rotting, metal should not be rusting.

## Attachment 4

### Landscape Changes

#### GUIDANCE

Homeowners are required to submit for review and approval major landscape changes which would significantly affect the appearance and character of their property. The following is a list of landscape changes which would not normally require Committee review and approval.

1. Planting, removing or replacing small shrubs and trees.
2. Planting Flower beds.
3. Planting small vegetable and garden plots hidden or screened from direct view from front of house. Small should be understood to mean "small enough to be maintained by hand." One example might be a small row of tomato plants in your back yard next to a deck or the house.

Examples of landscape changes which would require approval are as follows:

1. Large, noticeable lawn ornaments placed in the front yard (i.e. birdbaths, fountains, large cement ornaments, etc.)
2. For a backyard, lawn ornaments larger than a standard size bird bath or cement bench are not generally considered mobile and must receive Committee review and approval.
3. Large vegetable or herb gardens which are too large to be reasonably hidden from view or screened. As a rule of thumb, if your plot is to be larger than 6x6 feet, then Committee review and approval is required.
4. Landscaping extensive enough to employ the services of a professional landscaping company.
5. Visually noticeable swale/drainage changes.
6. Landscape changes which significantly change the character and appearance of your yard (i.e. clearing a large portion of your yard to construct a Japanese garden).
7. Planting of a large hedge or bushes which could eventually grow large enough or thick enough to in effect become a privacy fence (i.e. a line of Red Tips planted across the front yard which could grow six to eight feet tall and thick enough to hide your house from street view).

#### Restrictions

Removal of trees over six (6) inches in diameter or greater requires Committee review and approval unless the tree is dead, diseased, has sustained disfiguring damage or represents a clear and immediate danger to persons and/or property.



## Attachment 4

### Landscape Changes (continued)

Please keep in mind that on each side of private streets there is a 10 foot construction/maintenance easement. Bushes, plants, shrubs, etc. planted within this easement run some risk of being damaged or removed if use of the easement should ever be required.

Changes which could impair or impede safe vehicular movement are prohibited, (i.e. a bush that would grow large enough to block the driver of a vehicle's line of sight).

### Upkeep

Article VII of the Declaration of Conditions, Restrictions and Covenants requires each homeowner to maintain their property in a pleasing manner. Maintenance/ upkeep plans must be submitted with request and maintained accordingly.

## Attachment 5

### Painting

#### Guidance

Homeowners are required to submit for review any changes to exterior paint colors, stain and/or siding of structure. Re-painting a house the same color does not require Committee review or approval. If you are concerned that you may not be able to exactly match a current shade, inform the Committee. In most cases a close match will be accepted.

#### RESTRICTIONS

In reviewing your proposed color or color scheme changes, the ARC and the homeowner will/should consider at least the following:

1. colors must match existing house colors within the subdivision. Shutters must match an existing shutter color; trim must match an existing trim color; siding must match an existing siding color.
2. What colors are the surrounding houses? Will the proposed colors or color scheme compliment rather than clash with surrounding homes?
3. When the house is painted will its colors be clearly distinguishable from the houses across the street? How will the proposed trim, door, and shutter colors compare to adjacent houses?

#### Upkeep

As with any structure, Homeowner's are expected to maintain houses, and other structures by properly painting them as needed.

Attachment 6  
Fence Guidelines

The following guidelines were proposed by the ARC and are approved for publication. These guidelines are intended to provide guidance to the Homeowner and to the Board/Committee in selecting or approving fence types which comply with Article V of the Declaration of Covenants, Conditions and Restrictions for Parkside. *and*

*TIMBER RIDGE.*

PRE-APPROVED FENCE STYLES AND LOCATION GUIDELINES

If the guidelines below are followed in their entirety, fences are generally approved "automatically" by the ARC though formal review and approval by the committee is still required.

1. Fence must be pressure treated lumber.
2. Fence must be picket style. Tops of picket fence slats must be a "dog-eared" design.
3. Fence supports must be built on the inside of the fence for the entire length of the fence.
4. Natural wood colors are acceptable. Color must be specified, must blend with the requesting and surrounding homes, and receive approval if staining is requested.
5. Fences are generally expected to be 4 ft. in height, however, fences on the outer perimeters of the subdivision, along Parkside Commons Drive, or adjoining Woods of Parkside, may be 6 ft. in height.
6. Fences should be at least 6 inches within the side property lines, but should connect with neighboring fences in the rear whenever possible.
7. Fences are allowed in back yards only.

FENCE RESTRICTIONS

The following restrictions on fence locations and styles must be followed without exception as they are deemed automatically not in compliance with Article V:

1. No chain-link, wire-type, or metal fences.
2. No barbed wire.
3. No fence may be built within 10 ft. of a private street or within 15 ft. of a public street right-of-way.
4. No electric fences are allowed, (exception: underground electric dog fence).

## EXCEPTIONS TO FENCES

From time to time the Architectural Review Committee and/or the Board of Directors may receive requests for fence approvals which do not comply with the guidelines, either because they cannot fully comply or because strict compliance might actually detract from the surroundings; (for example, fences should connect with neighboring fences). In these cases special exceptions, which are not considered to necessarily establish a precedent, may be made. The Committee/Board will consider the following additional criteria:

1. Is the external design and location of the fence in harmony with adjacent structures and topography?
2. Do surrounding neighbors (that is, those who may see the fence) approve of the design and/or location? If they have objections, are they reasonable and justified?
3. Can the reason for the exception(s) be clearly documented for future reference to demonstrate a clear and fair decision by the Committee/Board?

## Attachment 7

### Miscellany

ANY AND ALL additional improvements or alterations which are not specified previously must be approved by the Committee: These include, but are not limited to, the following: Garages, storage structures, outbuildings, workshops, greenhouses, fireplaces, skylights, porches, patios, drive extensions, awnings, dog pens, swimming pools or recreational items.

- Gutters are pre-approved but must match the trim of the house.
- Storm doors are pre-approved but must match or compliment the color of the door and/or house trim. Storm doors on the front of the unit should be the full length glass type.

### ANTENNAS/SATELLITE DISHES

Please refer to separate sheet on antennas and satellite dish policy.

### CLOTHESLINES

No clotheslines shall be permitted in the subdivision.

### COMMON AREAS

All landscaping plans for common areas, including any alterations of trees, shrubs or soil, must be approved by the Committee.

Items approved for placement in or on the common areas become the property of the Association and the disposition thereof becomes the sole prerogative of the Association.

### Restrictions

No burning, no planting of illegal substances, no dumping of trash or debris, no spraying of chemicals and no permanent parking or storage (other than in areas designated by recorded covenants) of cars, boats, trailers or other vehicles allowed on the common areas. The cost of removing any of the aforementioned items will be assessed to the applicable homeowner. Absolutely no grass, leaves, sticks, or other debris shall be blown into the street, gutter, curb line or into the storm drains. No debris of any kind may be placed on common areas.

## Attachment 7

### Miscellany (continued)

#### DECKS

If required by local building codes, the homeowner is responsible for obtaining a building permit prior to the construction thereof. Proof must be provided that the deck is to be built according to applicable local codes.

Decks are pre-approved under the following conditions: the structure must be 120 square feet or under, the wood must be natural or stained; the railing must be 42 inches or under and of either a straight picket, Chippendale or lattice work design. Plans for all other decks must be submitted in writing to the Committee prior to construction.

#### DRIVEWAYS

All driveways being extended or repaired must be constructed of poured concrete and be similar to those already existing in the subdivision and require approval of the ARC.

#### FIREWOOD

Firewood should be stacked neatly in the rear of the property and bug-infested firewood shall be disposed of immediately. If a tarpaulin is used to cover a wood stack, it will be earthtone in color and securely fastened.

#### PETS

All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals adopted by the State of North Carolina and Wake County are adopted as rules and regulations of Parkside and are incorporated herein. In particular, all animals must be leash controlled. Solid pet excrement is to be removed by owner immediately.

Animal Control --On December 20, 1995 the Knightdale Town Council rescinded it's Animal Control Ordinance. The town of Knightdale will allow the laws pertaining to Animal control to be enforced by Wake County Animal Control. Wake County law states that a leash must be in use when you take an animal off your property. If any animal belonging to you is off your property without a leash, it will be considered running at large and can be picked up by Wake County Animal control personnel. Cats do not have to have a leash, but can be considered running at large if off your property. Wake County and State law require any dog or cat 4 months old or older to be vaccinated. Dogs must wear their tags at all times. Cat owners only need proof of vaccination. If you have any questions please call the Knightdale Police Dept. at 266-6444 or Wake County Animal Control at 250-1475.

## Attachment 7

### Miscellany (continued)

#### PROPANE TANKS

Propane tanks are pre-approved for small tanks such as those the size attached to barbecue grills. Stand alone tanks must be approved by the Committee prior to installation. As a general rule, stand alone tanks must be secured, well-ventilated and well-screened, or buried. Other propane tanks are not permitted.

#### SIDING

Vinyl siding is allowed and a sample must accompany with an approval request form. Shutters do not require approval as long as the color matches an existing shutter color, otherwise, prior approval is needed for the color.

#### SIGNS

No sign, other than a professionally prepared for sale or for rent sign no larger than 4 square feet, may be installed on any lot without advance written permission from the Board of Directors or its agent. No signs may be placed upon the common areas without advance written permission of the Board of Directors except that yard sale signs are permitted for up to 48 hours on common properties, and must be removed by resident who placed the sign.. Signs are subject to compliance with the town of Knightdale sign ordinance.

#### SOLAR COLLECTION SYSTEM

Solar collection systems require review and approval by the Committee/Board.

#### STORAGE STRUCTURES

All additions and/or structures, storage or otherwise, must be approved by the Committee before construction is begun. Utility buildings should be no larger than 150 square feet and no smaller than 80 square feet and must be located twenty feet from any other existing structure(s). Material, color and trim of the building must match that of the house. All structures must be built according to applicable local building codes. Building permits, when required by local building codes, must be obtained by the homeowner.

#### Restrictions

No block buildings may be constructed in the subdivision.

## Attachment 7

### Miscellany (continued)

#### YARD CLUTTER

Lawn maintenance equipment, bicycles, toys, etc., excluding grills and patio furniture shall not be left out, especially in front yards so as to create an unsightly appearance. (i.e. not left out more than 24 hours).

All garbage and recycling containers must be removed from the side of the street by the end of the day of collection and placed where they are not visible from the street in front of the house.

#### AMENDMENTS AND STORAGE

These guidelines may be amended as appropriate by the Board of Directors. This document and any amendments will be stored in the Board of Directors Policy Notebooks as an Attachment to the Architectural Review Guidelines and will be published to the Homeowner's as soon as is reasonably practical.

#### CLAUSE

Architectural requests approved by the ARC or Board of Directors prior to original adoption of these guidelines or requests approved while the Association was under control of the original developer may not comply with some of the above restrictions. These formerly approved items should not be construed as standards nor as precedents.

#### FINES

Any resident who fails to cooperate with a request from Management in regards to a violation of the rules is subject to a fine (not to exceed \$150) as established by the Board of Directors on \_\_\_\_\_, 1996.