



## CEDAR HILL LANDING COMMUNITY ASSOCIATION

# HOA GUIDEBOOK



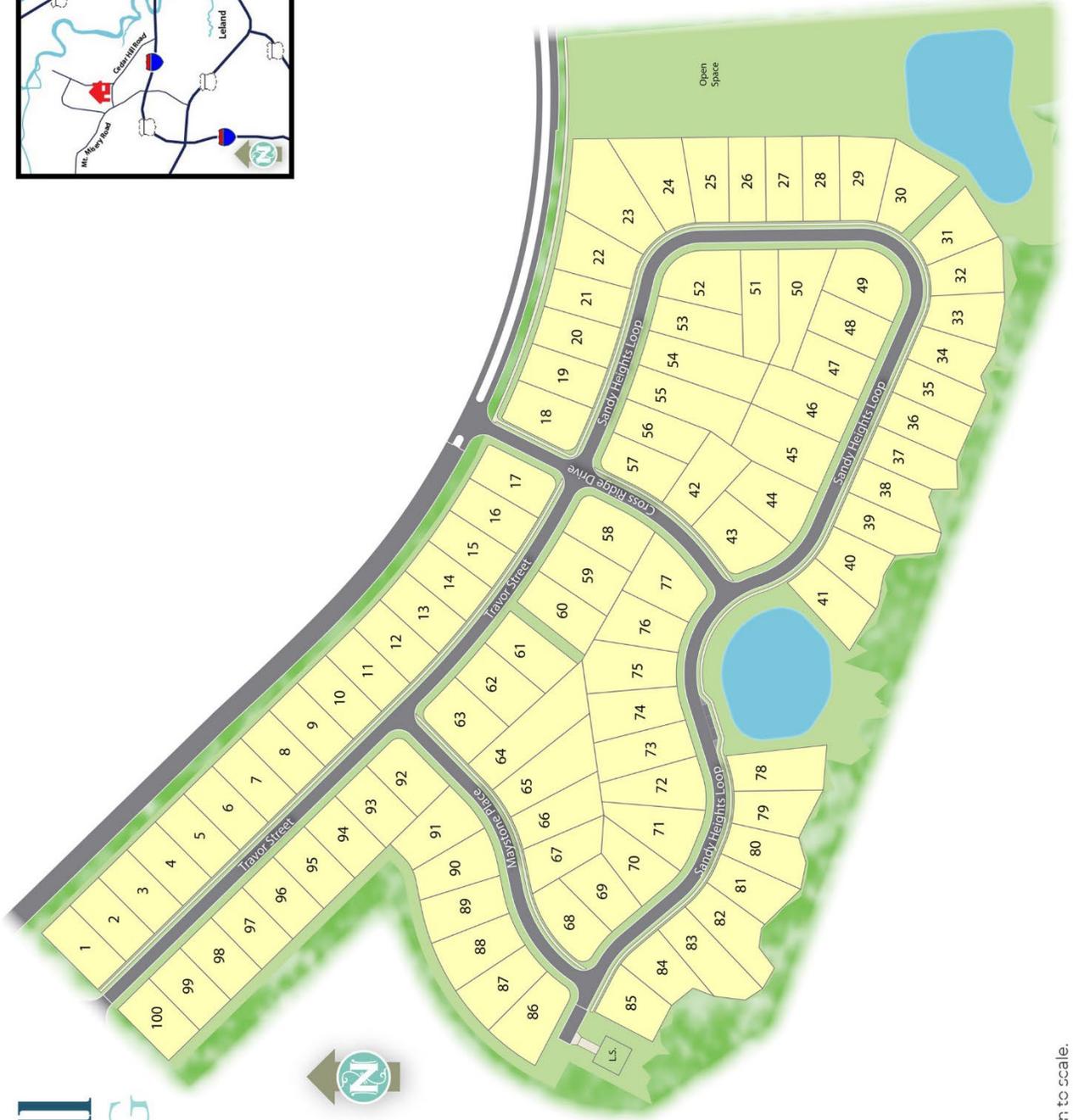
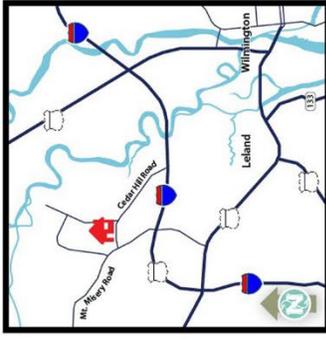
# Cedar Hill LANDING

Issued: December 10, 2024



# Cedar Hill LANDING

## COMMUNITY MAP



Map is for presentation purposes only. Not drawn to scale.



## TABLE OF CONTENTS

Advantages of Living in a Homeowners Association	Page 4
Three Things All Associations Have in Common	6
HOA 101 Terminology	7
Cedar Hill Landing Owner/Member Responsibilities to their property	13
Fine and Remedy for Violations Policy	14
Cedar Hill Landing - Community Overview	15
Amenities and Clubhouse Rules, Guidelines and Policies	16
Cedar Hill Landing - Swimming Pool & Jacuzzi Use Rules	23
Cedar Hill Landing - Fitness and Yoga Room Rules	25
Cedar Hill Landing - Sport Court Rules	30
Reserving the Clubhouse and Kitchen Areas	31
Architectural Review Overview	35
HOA Do's and Don'ts	37
Cedar Hill Landing Facility Rental Application	41
Cedar Hill Landing Architectural Request Application - Two Pages	42



Your new D.R. Horton home is part of a planned community governed by the **Cedar Hill Landing Community Association, Inc.** In a planned community, individuals own their home and the land it sits on. Depending upon its setup, the Association can also own and oversee additional areas such as a pool, clubhouse, playground, sport courts, common grounds and open space areas, stormwater ponds, water features, and amenities.

An HOA/POA and/or COA (collectively referred to as an “Association” or “HOA”) is a nonprofit organization set up to run, manage, and maintain a neighborhood of collective homes and/or units. When you close on your home, you automatically become a member in the community’s HOA. Membership is mandatory and is not involuntary. Members who belong to an HOA pay either monthly, quarterly and/or annual assessments. The Association collects these dues to maintain common shared spaces or amenities and to carry out other governance, rule enforcement, maintenance, meeting management, and financial planning responsibilities.

## **ADVANTAGES OF LIVING IN AN HOMEOWNER ASSOCIATION**

### **1. HELP PROTECT PROPERTY VALUES.**

The value of your home is affected by those surrounding it. When every homeowner helps keep up the appearance of their homes and yards, it helps protect everyone’s property values. HOAs enforce uniformity within their area of authority and prevent one or several rogue homeowners from reducing the value of the entire neighborhood.

### **2. PROVIDE ACCESS TO COMMUNITY AMENITIES.**

Amenities in HOAs can vary, but dues are applied towards building and maintaining these community amenities, which are then shared equally among the members. These amenities can include the clubhouse, fitness center, pool/jacuzzi, parks, sport court, and walking trails, etc. The HOA is responsible for the upkeep and maintenance of these areas. That means you get to enjoy them without the headache of keeping them up!

### **3. PROVIDE RULES AND REGULATIONS THAT PROMOTE COMMUNITY CITIZENSHIP.**

Covenants and restrictions enforced by the Association help to ensure property values are maintained. An established association provides the proper framework for a great community living experience. Rules & Regulations are established to assist with resolving problems like loud music, barking dogs, and uncared for lawns before they become a real issue. They also provide common area spaces, meetings, community involvement, and activities where neighbors can come together, socialize, and help one another—promoting good citizenship across the community. HOA communities can also coordinate multiple annual events with the members. Events may include community yard sales, summer cookouts, block parties, festivals, etc. This is really a great way to get to know your neighbors!

### **4. HELP RESOLVE COMMUNITY DISPUTES.**

If there's ever an issue resolving community conflicts, your Association can be an invaluable resource for helping to resolve the problem. Whether it's enforcing an existing rule or helping homeowners come to mutually agreed resolutions, the HOA can be an advocate for all homeowners living within the rules and regulations of the community.

### **5. PROMOTE PARTICIPATION AND INVOLVEMENT IN THE NEIGHBORHOOD.**

It takes a village. When everyone works together towards a goal or culture, the overall community benefits greatly. In the future, Owners will have opportunities to volunteer and participate on a Resource Council (future Board orientation/training) and serve on various committees such as *Social, Grounds, Pool and Recreation, Communications, Finance, and Homeowner Architectural Review Board*, just to name a few that can be created and staffed with owner volunteers.

Members can also attend open meetings or annual meetings to gain a better understanding of how the association is being run, how the development is progressing, and what to expect moving forward. Once the development is completed and has transitioned over to the owners, members will have an opportunity to serve as members of the Board. This means in addition to volunteering to help, just like in our government, you will have the ability to make a difference by voting and/or serving on the homeowner Board for the community.

## **THREE THINGS ALL ASSOCIATIONS HAVE IN COMMON**

An HOA might look and feel slightly different depending on the community. However, there are three (3) things all Community Associations have in common. These similarities include:

## 1. MANDATORY MEMBERSHIP

Membership in the Cedar Hill Landing Community Association is connected to the property. A defining characteristic of an HOA is the mandatory and automatic membership for all homeowners. This mandate is necessary for an Association to operate and to share the costs amongst the community equally.

## 2. BINDING ASSOCIATION DOCUMENTS

All HOAs have a set of legal governing documents that govern an association's authority and obligations, as well as the rights and obligations of its members:

- **Articles of Incorporation**: This document contains information about the Association's corporate status, name, location, and purpose of the community. Associations are required to file the articles with the North Carolina Secretary of State office. Essentially, it is the “Birth Certificate” of the Association.
- **Bylaws**: The Bylaws are a governing guide on how the Association will function. These include elections, size of the Board of Directors, voting procedures, quorum requirements, term limits, and other details of how the HOA and Board of Directors will run.
- **Declaration of Covenants, Conditions and Restrictions (CC&Rs)**: This is the most critical document as it enumerates the rights and responsibilities of the Association and its members. The CC&Rs reflect how the members of the Association live. Generally, the CC&Rs will contain restrictions on the use of the property, architectural standards, lawn maintenance standards, and other vital covenants that run with the property. These rules are permanent but can be changed or amended with 67% consent of the members.
- **Rules and Regulations**: Homeowners must obey all the covenants and rules of the Association. Members can also submit reporting violations to the board. Established rules and regulations are designed to promote harmony and prevent problems like loud music, barking dogs, and neglected lawns before they become a real issue.

## 3. LIEN-BASED ASSESSMENTS

Lien-based assessments are what give HOAs the power to enforce its rules and governing documents amongst owners. The lien authorizes the HOA to take possession of a home if assessments are not paid and/or other rules and regulations are repeatedly ignored. Regardless of the circumstance, it is important your dues/assessments are paid in a timely manner. If circumstances or hardship prevent this from happening, immediately notify the HOA.

## HOA 101 TERMINOLOGY

## 1. HOA / POA / COA

HOA is short for Homeowners Association. Communities can also be referred to as Property Owners Association (POA), a Community Owners Association (COA) or simply the “Association”. The legal name for the community is “*Cedar Hill Landing Community Association, Inc.*” and it is a designated non-profit organization formed to oversee, manage, and maintain this planned community.

## 2. DEVELOPER / DECLARANT CONTROL

The Declarant is the entity that creates the original governing documents for the association. **The Declarant is D.R. Horton (the Developer) for the Cedar Hill Landing community.** During the Declarant Control period, the homeowners have no control over financial or operational decisions of the HOA. They cannot serve on the Board until transition, nor vote on Association matters, except for ratifying the annual operating budget or in instances of a specific Board-called membership vote. The Declarant creates the initial HOA budget and dues level, selects the Association contractors (including HOA Management) and decides on the responsibilities and overall expenses for the Association. D.R. Horton is the Declarant of Cedar Hill Landing Community Association, unless officially noted.

## 3. DECLARANT TO HOMEOWNER TRANSITION

Depending upon the overall planned size of the development, the Declarant can be in control of the Association for a very long time. The larger the subdivision, the longer the developer will be on the Board and in control. The transition to the homeowners occurs after all planned lots (or **100%** of the homes/units) have been sold or conveyed to the owners. Once we approach this 100% milestone, a formal transition meeting is held for the membership to elect their homeowner Board representatives. Following the election, the new owner Board can review existing HOA contracts, agreements and rules in place and make any changes with notification and 67% membership approval (if necessary).

## 4. HOMEOWNER VOLUNTEER COMMITTEES

During the community’s development and at the discretion of the Board, volunteer homeowner Committees can be installed and staffed with willing volunteers. Generally, a Social/Welcome, Grounds, Pool & Recreation, and Communications Committees are initially offered. Committee interest is typically solicited at a special event or a published call for volunteers. Once the Committee rosters are staffed, an Orientation Meeting is held with all Committees. These Declarant-appointed owners will then serve, adopt the Committee’s charters, and will establish objectives to ensure volunteer and owner participation, involvement, and feedback during the Declarant Control period.

## 5. BOARD OF DIRECTORS

The initial Board of Directors is comprised of employees of the Developer/Declarant who hold **three (3) Board officer** positions – *President, Vice President, and Secretary/Treasurer*.

After the official transition occurs from Declarant to Homeowner Control (the community's development is 100% complete and all the intended lots have been conveyed to the homeowners), a Homeowner Board of Directors will be elected by the homeowner membership and its size will increase to **five (5) Board officer** positions—*President, Vice President, Secretary, Treasurer, and Member at Large*.

## 6. GOVERNING DOCUMENTS

The governing documents are the *CC&Rs, Bylaws, and Articles of Incorporation*. Additional documents are established to provide further detail and specific requirements. These include the Architectural Design Guidelines, policies (i.e., Fine and Remedy for Violations, Collections, Amenity and Clubhouse Use, etc.) and other rules and Board resolutions which govern the day-to-day operation of the HOA.

## 7. HOA MANAGEMENT COMPANY

A HOA management company is responsible for managing the day-to-day operations of an Association. They are contracted by the Board to help fulfill managerial operations and accounting duties of the Association.

Please note the management company is NOT the same organization as the Declarant/Developer. The HOA Management company reports to and works directly for the Board. They neither vote nor have the same responsibilities of the Board. Instead, management will facilitate and oversee any established rules and/or community guidelines. To put it another way: the Board makes the rules while the HOA Management company provides the business advice and support to the Board and implements the Board's direction.

Other HOA Management company services include:

- Offering advice and expertise to the Board to help achieve their goals and objectives
- Supplying guidance to help the Association run in a cost-effective manner
- Helping the Association remain compliant with the law and state statutes
- Facilitating communications between Membership and Board
- Helping to facilitate and run Board and Membership meetings
- Overseeing and paying all contracted Association vendors
- Preparation of fiscal year budget(s) for Board review and approval



The HOA Management Company for Cedar Hill Landing is **FirstService Residential**. Their mailing address and contact information is located below:

**FirstService Residential Main Office - 5970 Fairview Road, Suite 710, Charlotte, NC 28210**

Note: FirstService will be opening a local Navassa branch/office in 2024.

FirstService Residential's website: [www.fsresidential.com](http://www.fsresidential.com)

FirstService's Customer Care Center is: **1- 800- 870-0100**.

A FirstService Residential representative is available **24 Hours a Day / 7 Days a Week**, should you require immediate Association related assistance, have owner account questions, Architectural Review submissions, need a work order entered, and/or have a Cedar Hill Landing Association-related emergency.

Please contact FirstService directly for all HOA-related requests and questions, including:

- Amenity/Fitness/Pool FOB access cards
- Questions or Request New Setup regarding your Residential Curbside Trash Service
- HOA Common Areas – HOA Grounds (Landscaping and Ponds), Amenity and Pool/Jacuzzi
- Architectural Review Application Requests via the FirstService website portal
- HOA Covenant Enforcement and Inspections
- Monthly HOA Dues or Billing
  - **2025 HOA Dues: \$78.00 per home per month / \$1,850.00 Capital Contribution collected at Closing**
- FSR Welcome Letter will be mailed to Owner within two weeks following closing.
- Other HOA General Questions and/or Requests

## **8. HOA MANAGEMENT ASSOCIATION MANAGER**

The Association Manager (or Community Manager) is an assigned FirstService Residential management company employee who oversees the Homeowners Association. They are NOT an employee or representative of D.R. Horton and/or the Developer/Declarant. The Manager and their support staff inspect the community, facilitate HOA meetings, and interact directly with the owners, when necessary. The Association Manager consults and works at the direction of the Board.

## FirstService Residential (FSR) works at the direction of the Board.

- Implements the Cedar Hill Landing COA Board's decisions and/or directives.

## Specific Managerial Roles and Responsibilities:

- **Routine Inspections** – Visits the community on a scheduled basis to observe HOA common areas, confirm owner rules and ARC compliance, conduct onsite meetings with HOA contractors and perform related community site inspections.
- **Financials** - Oversee all HOA financial transactions, collect owner HOA dues, pay Association invoices, prepare monthly financial statements, file annual income taxes, arranges for third-party audit and the Reserve Study and ensure compliance with all regulatory requirements.
- **Direct Support/Customer Service** - Serve as the direct contact for all Cedar Hill Landing COA owners. Provide membership e-blasts, updates, and related notifications.
- FirstService works with a large volume of pre-vetted and qualified trade contractors for various areas of HOA responsibility. For HOA contracts or special projects, FSR will solicit multiple bids for the Board's review and consideration.
- An HOA Management company employed by the Association does NOT vote, make community decisions, rules on fines, or adopts or changes existing rules or policies. These are the responsibilities and actions of the Board. FirstService performs all HOA operations, administrative, accounting, advisement, and consultation only.
- As the largest national management leader, FirstService provides the Cedar Hill Landing Board direct professional insight and guidance. FSR utilizes established national HOA and Community Association Institute (CAI) standards and protocols for our planned developments.

## 9. HOA COVENANTS AND RULES

Cedar Hill Landing has rules and regulations which must be followed by each member. Specific rules are listed in the CC&Rs under **Article IV** – “*Use and Occupancy of Lots and Common Areas*” and additional rules in **Exhibit C** – “*Initial Rules and Regulations*”. These two sections provide rules and restrictions for your community. In addition to the CC&Rs, the Board of Directors may adopt a separate “Rules & Regulations” document, which provides additional policies, rules, and guidelines. All documents are available directly through the HOA Management Company via the Association’s website or portal. Please ensure to familiarize yourself with all rule requirements for your community. A copy of the recorded CC&Rs should have been provided to you by your realtor and/or closing attorney. If you need to obtain a copy or have any questions regarding these documents or rules, please visit the HOA e-portal or directly contact the HOA Management company.

## 10. HOA ENFORCEMENT

The Association Manager inspects the Cedar Hill Landing community on a scheduled basis per their contract. After each inspection, they provide a report of violation activity, open work orders and recommendations to the Board. If any violations are observed, the management team will send a written notice(s) of violation to the homeowners per the steps in the Association’s Fine Policy. If you do receive a violation courtesy or warning notice, it is imperative you promptly correct the situation and/or notify the HOA Management Company immediately. **Please do not ignore these violation letters.** If a violation goes uncorrected, the Board can administer fines to your account to include a lien for any unpaid amount, suspend Association privileges, including card access to any amenities. The Association Manager can also coordinate the intent to lien, lien filing and any necessary corrective and/or foreclosure actions with the Association's attorney to obtain compliance.

## 11. ASSOCIATION INSURANCE

The Association is required to maintain property insurance for its common areas and all other property it owns or controls, as well as general liability coverage. There will also be liability coverage for the Board, the Architectural Review Committee (ARC) members, and any other Board-appointed Committee members. Homeowners are solely responsible for their own property and liability insurance.

## 12. HOA ASSESSMENTS / DUES / FEES

HOA dues are collected per the Association’s stated schedule (generally monthly or quarterly) by the HOA Management Company. The stated dues amount can change depending upon the HOAs operating costs, budget, and anticipated expenses for the next year.

Beginning January 1, 2025, the **2025 dues for Cedar Hill Landing will be \$78.00 per home per month.** Dues are applied towards the Association's yearly operations, including common area, stormwater ponds and amenity maintenance, common utilities, professional management, legal services, insurance and Reserves.

### **13. HOA BUDGET**

The Association' operating budget is a financial plan which estimates the projected income and expenses for the upcoming calendar year, beginning January 1 through December 31. The operating budget includes all related HOA services and responsibilities, reserve contributions and revenue. Every year in late summer, the HOA Management prepares a draft of the following year's annual budget and reserve planning for the Board's review and approval. Once Board approved, the proposed dues are presented to the membership for ratification. Members are mailed a copy of the proposed budget along with the Annual meeting notice for their review and consideration. Unless a majority of the lot owners (including the Developer) reject this budget at the Annual Meeting, the proposed budget and dues amount are automatically ratified and approved.

### **14. HOA RESERVES**

Reserve accounts (also referred to as "Reserve Funds" or "Reserves") are savings funds specifically set aside by the HOA to pay for the replacement or repair of community property and assets. Reserves prevent the need for special assessments to the membership. Reserves fund major maintenance, repair and replacement of common elements that require major maintenance, repair, or replacement.

### **15. HOA RESERVE STUDY**

A reserve study provides an overview of the Association's major capital systems. This professional study evaluates how much remaining life each component and system has left and the cost to replace or address it. The study is performed by an independent third-party professional firm which specializes in this review and evaluation. The study identifies all Association assets and the component's useful remaining life (until it needs to be repaired or replaced). The current reserves available and the estimated reserves needed to be set aside each year are also calculated by the professional firm. Overall, the Reserve Study is a very useful performance tool for the Association's short-and long-term planning to ensure all capital items are addressed with sufficient funds when necessary. A copy of the Reserve Study will be made available to the membership on the Association's portal once it has been finalized and approved.

- **HOMEOWNER RESPONSIBILITIES TO THEIR PROPERTY**

In accordance with the Cedar Hill Landing CC&Rs, it is each homeowner's responsibility to:

- Regularly maintain his/her Cedar Hill Landing property and all unimproved Common Areas along the boundaries of his/her Lot (e.g., area between lot line and curb).
- Maintain all landscaping, paving, structures, and improvements of any nature whatsoever located on his or her Lot.
- Maintain their Lot. Responsibilities shall include, but are not limited to:
  - **Keeping property clear of all litter, trash, and pet waste.**
  - **Mowing lawn on a regular basis. Pruning and maintaining trees and shrubs on the property. Promptly removing any dead plant material, trees and/or shrubs, when occurs.**
  - **Maintaining the property's grounds beds and ensuring the lawn is adequately watered and alive.**
  - **Removing and replacing any dead plant material, weeds in grounds beds.**
  - **Keeping driveway and walkways in good repair.**
  - **Repainting of all exterior structures, when needed or requested.**
  - **Keeping exterior lighting and mechanical facilities in working order.**
  - **Promptly repairing any exterior damage to all structures (i.e., fence panels, siding, shutters, etc.)**
  - **Complying with all Association, municipal and/or county, governmental health, and law enforcement requirements.**
- Reference and abide by the rules, requirements and guidelines contained in the CC&Rs, specifically **Section 4 - "Use and Occupancy of Lots and Common Areas"** and **Exhibit C - "Initial Rules and Regulations"** and the **Architectural Design Guidelines** for the community. They cover a variety of items, including but not limited to:
  - **Restriction on Use and Occupancy**
    - NOTE: There is a minimum **Six (6) Month** Leasing Requirement.
  - **Signs and Displays on Property.**
  - **Outside Storage / No Burning or Accumulation of rubbish, trash, or garbage.**
  - **RVs, boat, trailers, commercial vehicle, and vehicle storage. No street parking.**
  - **Underground Utilities.**
  - **Swimming pools (also covered in the Architectural Guidelines).**
  - **Business and trades in the home.**
  - **Noxious or offensive noise or odorous activities.**
  - **Pets and owner responsibilities.**
  - **Obstructing or rechanneling established drainage flows on property.**



**Cedar Hill**  
LANDING

**FINE AND REMEDY**

# FOR VIOLATIONS POLICY

Routine community inspections of Cedar Hill Landing are performed regularly by the HOA Management company. The purpose of these community visits is to identify any non-compliant issues and to ensure all homeowner properties, including the Association's common areas, are being maintained in an acceptable condition. Consistent with the applicable provisions of NCGS § 47F, Cedar Hill Landing has adopted the following Fine and Remedy policy to be applied to the requirements as stated in the CCRs, Bylaws, Design Guidelines and Rules and Regulations. When a violation has been observed/confirmed by management or the Board, the following Fine and Remedy procedure will be utilized:

## **1. COURTESY LETTER SENT TO OWNER:**

Provides written notification of infraction, with specific rule or article violated.

- If the owner corrects the violation, no further action is taken.

## **2. WARNING LETTER OF VIOLATION:**

A Warning/Reminder letter mailed to the owner giving the Cedar Hill Landing Lot Owner ten (10) days to correct the violation or request a hearing before the Board on the alleged violation. A request for a hearing must be in writing, directed to the Association c/o HOA Management company or its managing agent, and received by the Association within ten (10) days of the date of the Association's warning letter advising of the violation.

- If the owner corrects the violation, no further action is taken.

## **3. NOTICE OF HEARING AND INTENT TO FINE:**

Advises the owner of the Association's intent to fine. This letter will advise the owner of their right to be heard by the Cedar Hill Landing Board of Directors. This letter will also advise the owner that their failure to attend the hearing will result in a decision being made in their absence.

- Owner will need to contact management company to confirm their attendance of hearing.
- Attend the scheduled hearing on the stated date and time. Hearing may be conducted at a physical office location, via phone conference call or a Zoom/Teams conference call format.
- Hearing: The noncompliance shall be presented to the Board after which the Board shall hear reasons why fines/penalties should not be imposed.
- If the owner corrects the violation, notify the management company immediately.

## **4. HEARING RESULTS / NOTICE OF FINE LETTER(S):**

- A hearing results letter and/or email of the Board's decision will be sent to the owner within five (5) days of the hearing.
- As a result of the hearing, in the sole discretion of the Board, a fine may be imposed upon the Owner in an amount not to exceed \$100.00.
- Non-compliance of the violation will result in additional fines at the Board's discretion.
- Fines amounts are charged directly to the homeowner's assessment account, which fees and penalties are stated in the Association's Delinquency Policy, including filing a lien for any excessively late and unpaid owner balance.
- Fines will be collectible in the same manner as any other assessments. Fines will be a personal obligation of the Lot Owner(s) and shall constitute a lien against the affected lot.

#### **5. OWNER COMPLIANCE / USE PRIVILEGES:**

After the hearing stage has commenced, the Board may suspend the Owner's use of the Cedar Hill Landing Amenities, voting privileges, and any other Association services until the violation has been corrected and cured.

#### **6. SUBSEQUENT NOTICES - LIEN and LEGAL ACTION:**

The homeowner is responsible for complying with the rules, policies, guidelines, and covenants of the Association.

The Association shall have the right to enforce such obligations and liens through the institution of a damages suit or foreclosure action, or both.

For any defiant owner, or an ongoing, unresolved violation, the Board of Directors can seek legal action or the assistance of the Association's Attorney. Subsequent notices will be sent to the owner by the Association's attorney for resolution for these situations. In addition to any fine or unpaid assessment, the Association shall be entitled to recover all costs of collection, including reasonable attorneys' fees and court costs.



# Cedar Hill LANDING

## OVERVIEW OF CEDAR HILL LANDING COMMUNITY

### ANTICIPATED HOMES IN COMMUNITY

- Total Number = 1,243 + Homes (\*)

(\*) – Please note planned Amenities and Common Areas, D.R. Horton home and product types, and the overall Community Buildout Totals are Subject to Change and can be revised at any time.

Phase 1 Community Map / Lot Layout shown below. This does not represent the entire planned Cedar Hill Landing community.



# PLANNED ASSOCIATION AMENITIES

- Cedar Hill Landing Amenity (\*)





## CEDAR HILL LANDING COA

### AMENITIES AND CLUBHOUSE RULES, GUIDELINES AND POLICIES

The following rules, guidelines and policies have been prepared to assist you as a homeowner to understand your responsibilities in enjoying the Amenity facilities. The policies outline general rules for the overall use of the Cedar Hill Landing Amenity facilities, followed by specific sections as it relates to the swimming pool, jacuzzi, fitness and yoga center, track, sand volleyball, outside playground and the sport court, as well as the rental of the Amenity building. We hope that your Cedar Hill Landing experience will be enjoyable, and that you will find this information helpful and informative.

- **Use of Facilities:**

The Cedar Hill Landing amenity facilities are for the exclusive use of the **Cedar Hill Landing** and **Seaboard at Cedar Hill Landing** homeowners, members, their dependents, and guests. Property owners in both of these neighborhoods will have full use of these facilities, provided the owner dues are current and have no unpaid fines.

**Children under the age of sixteen (16)** must always be accompanied by an adult, and such adult must be in the same vicinity of the child. An adult is a person eighteen years or older. Children 16 to 17 years of age cannot be chaperones for children under 16.

For safety precautions and to protect the contents of the Fitness Room, Golf Simulator and billiards/pool table and equipment, children **twelve (12) years old and under** are NOT permitted to use any equipment unless they are accompanied and supervised directly by an adult.

When the Amenity Room in the Clubhouse building is reserved for a BOARD approved private party, the reservation includes the interior of the Great Room and Kitchen Area only. The bathrooms, fitness and yoga rooms, playground, sport court and the pool/jacuzzi and pool deck area **CANNOT BE RESERVED** and will remain open for all Cedar Hill Landing member use.



- [Amenity Clubhouse \(Interior\) and Fitness Room Hours of Use:](#)

The Cedar Hill Landing amenity and Clubhouse interior can be accessed and used every weekday and weekend from the hours of **5:00 a.m. to 10:00 p.m.** Please note the amenity center is monitored and alarmed. All members must leave the amenity building no later than **10:05 p.m.**



- Swimming Pool, Jacuzzi, and Pool Deck Hours of Use:



The hours of operation for the Cedar Hill Landing whereas the owners may access the swimming pool, jacuzzi and pool deck are from **6:00 a.m. to Sunset**. Please yield to the pool maintenance company should they need to access the pool, jacuzzi or pool deck to sufficiently clean, repair, or service these areas.

**IMPORTANT NOTE:** The **pool deck** must be vacated at sunset (time will vary upon the date and season), as there are not light poles around the pool area to provide after-hours swimming allowed per Brunswick County requirements. Members will be considered trespassing in the pool deck area after sunset. The swimming pool is inspected and permitted every year prior to opening by the Brunswick County Health Department. Generally, the swimming pool will be open for use and membership swimming from mid-April through the end of October every year.

**Entering and using the actual swimming pool itself during the CLOSED or designated Pool Off-Season (November to March) by its members is NOT permitted. No exceptions.**

The **jacuzzi/hot tub** will, however, remain open for an extended period of time. It is also inspected and permitted every year prior to its opening by the Brunswick County Health Department. The jacuzzi is anticipated to be open for member use almost year-round, with the exception of scheduled repairs, maintenance, inclement weather and/or unexpected closings. Efforts will be made to post and communicate these jacuzzi closures, whenever possible, by the Management company.

- Dues:

HOA dues for the use and enjoyment of the Cedar Hill Landing amenity and facilities are established by the Association's annual operating budget, as well as an established Cost Share Agreement with the *Seaboard at Cedar Hill Landing Association* which covers the overall operation, maintenance, and reserve expenses of the pool facility and all the amenity features.

- **Behavior/Damage:**

For the enjoyment of members and their dependents and guests, everyone will be expected to exhibit good behavior, taste, restraint, and moderation while using the Amenity facilities. Members are responsible for their dependents and guests. Any damages to the Amenity facilities or property will be the financial responsibility of the member and will result in immediate loss of privileges until payment is rendered.

- **Owner Personal Property:**

Cedar Hill Landing COA, Inc., assumes no responsibility for the property of members and their dependents or guests. The property of members and their dependents, or guests will not be insured against loss or damage. Members and their dependents and guests will not be insured against loss to them for damage they might cause to the association facilities.

- **Proper Pool and Fitness Room Attire:**

While using the Amenity facilities, appropriate attire, (i.e., shirts/cover-ups and shoes) will be required to be worn at all times. Persons must dry off from the pool deck and wear shoes when entering the clubhouse and bathrooms.

- **Glass of any Kind is Prohibited:**

No glass containers (beverage or ceramic/glass serving containers) allowed in the pool, on the pool deck, in the sport court, playground, and facility bathrooms. Non-compliance and breaking of any glass in the pool area will result in an immediate thirty (30) day suspension of all Amenity facilities' privileges, as well as the assumption of full payment for the draining/refilling of the pool. Privileges will not be reinstated until payment is rendered.



- **Smoking:**

Smoking of any apparatus, (i.e., cigarettes, cigars, e-cigs, vaping, etc.), is NOT allowed anywhere inside the Amenity facilities, including the Clubhouse or Bathrooms. Smoking of any apparatus, (i.e., cigarettes, cigars, e-cigs, vaping, etc.) is permitted only in the 'Designated Smoking Area' which are marked.

- **Compliance:**

The Cedar Hill Landing Board of Directors reserves the right to change, modify or amend the membership as outlined herein, as well as any of the Amenity specific rules, guidelines and/or policies. The Board of Directors and HOA Management company have the full authority to enforce these rules, guidelines, and policies. Failure to cooperate and follow the rules of this facility will result in suspension of privileges and may be reason for denying use of the Cedar Hill Landing facilities. The resident is responsible for their own compliance of the Rules, as well as the compliance of their children and guests.

**Repercussions for Non-Compliance of ANY Amenity Rule, Guideline or Policy as follows:**

- **1<sup>st</sup> OFFENSE:** Verbal warning - verbal warning may be given by Management or Board member.
- **2<sup>nd</sup> OFFENSE:** Written warning with immediate loss of all Amenity privileges for entire family and their guests for two weeks - Written warning will be issued by FirstService Management at the request of the Board of Directors.
- **3<sup>rd</sup> OFFENSE:** Written warning with immediate loss of all Club privileges for entire family and their guests for one month – Written warning will be issued by FirstService Management at the request of the Board of Directors.
- **4<sup>th</sup> OFFENSE:** Immediate loss of privileges with reinstatement allowed upon Board approval.

All documentation and enforcement of non-compliance will be administered and overseen by the HOA Management company.

- **Amenity Security Cameras:**

Security cameras are installed in and around the exterior of the Cedar Hill Landing Amenity facilities to help monitor owner activity, unauthorized access, and to protect the Association's assets as needed. If an infraction of any rule is observed by a resident, the Cedar Hill Landing resident is asked to report the incident directly to FirstService Residential. Please include the date/day and approximate time of the occurrence, so the facility security cameras can be checked for verification. The Cedar Hill Landing Board of Directors appreciates your cooperation and compliance with these Rules, Guidelines and Policies.



North Carolina state law has imposed the following rules with respect to pools and Jacuzzi use:

- No solo swimming is permitted.
- No running. No boisterous or rough play.
- No person under the influence of alcohol or drugs should use the pool.
- No spitting or blowing nose in the pool.
- No persons with communicable disease allowed in the pool.
- No persons with skin, ear, or nasal infections allowed in the pool.
- No animals or pets allowed in the pool area unless nationally recognized as a service dog and pre-approved by HOA Management.
- No glass containers (beverage or ceramic/glass serving containers) are allowed in the pool, on the pool deck, sport court, or playground areas.
  - Please note: any glass breakage on the pool deck or in the pool itself requires the pool to be emptied and cleaned by the pool company resulting in high water usage costs and servicing expenses to the Association and the HOAs budget. Please refrain from bringing any glass containers to the amenity areas.
  - Non-compliance and breaking of any glass will result in an immediate thirty (30) day suspension of all Amenity privileges, as well as the assumption of full payment for the draining/refilling of the pool. Privileges of amenity use will not be re-instated until payment is rendered.
- **No children under sixteen (16) years old** allowed in the pool without adult supervision. An adult is considered a person eighteen years or older.
- Please take a shower before entering the pool.

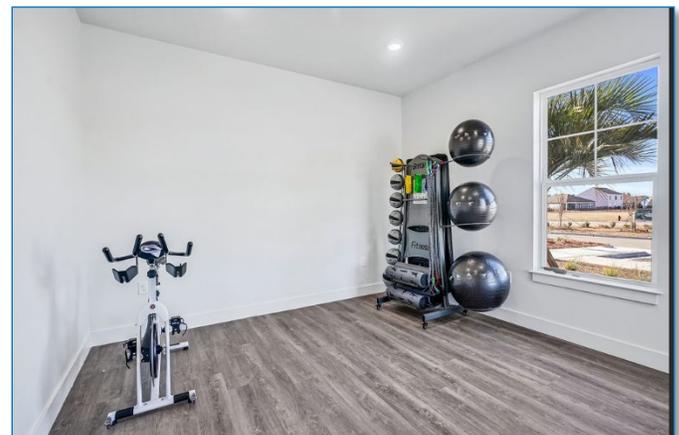
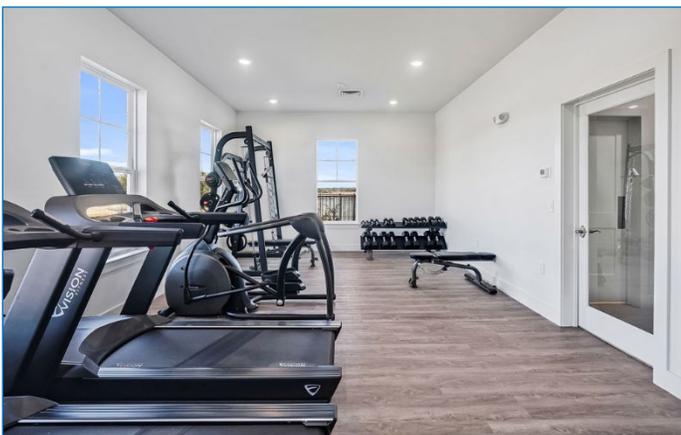
In addition, the Cedar Hill Landing COA has adopted the following rules with respect to the pool:

1. **NO LIFEGUARD IS PRESENT.** The use of the swimming pool, jacuzzi and adjacent pool deck are at the user's own risk at all times.
2. Swimming is permitted during hours of **6:00 a.m. until sunset.**
3. Infants and children who are not potty trained are not permitted in the pools unless they are wearing properly fitting "little swimmers" (hygienic and economic reasons require strict enforcement of this policy).
4. Each Cedar Hill Landing Lot is permitted to bring no more than eight (8) people to the pool.
5. The maximum pool depth is five (5) feet. Diving is absolutely prohibited. Jumping into the pool from running starts is not allowed.
6. A 911-emergency phone is located on the pool facing side of the amenity center. This phone connects to emergency personnel automatically.
7. Appropriate swim attire must be worn in the pool. No jeans, cut-offs, tank tops, thongs, etc., are permitted.
8. No food is allowed in the pool or along the pool edge. Food is permitted at tables on the pool deck.
9. Drinks are not allowed in the pool, i.e., no carrying of or walking around with beverages in or across the pool; beverages may be consumed standing or sitting along the edge of the pool. Individual beverages should be disposed of upon completion of beverage and must not be stacked/lined up along the edge of the pool. Residents will be removed from the pool and expected to leave the pool area if HOA Management deems inappropriate behavior is due to excessive alcohol consumption.
10. Smoking of any apparatus, (i.e., cigarettes, cigars, e-cigs, vaping, etc.) is permitted only in the 'Designated Smoking Area' which are marked.
11. Running, noisy, or hazardous activity will not be permitted in the pool areas.
12. No hard balls are allowed in the pool; only nerf or soft permitted. NOTE: Floats, balls of ANY material or related can be asked to be removed from the pool if the situation appears unsafe or inconsiderate to others in the pool.
13. All music devices must be kept at a low level at all times.
14. Pool furniture must not be removed from the pool deck or used in the pool.
15. Lounges or chairs should not be reserved as a courtesy to others.
16. In the event of a lightning storm, owners and guests must vacate the pool for their own safety and must not re-enter the pool. Re-entry is allowed fifteen (15) minutes after the last lightning strike. If another strike occurs, the fifteen-minute time delay begins again.
17. Everyone is responsible for keeping the pool area and restrooms clean by disposing of trash in the containers provided. Recycling bins are also available.
18. Landscaping around the pool area must be protected. Please utilize walks and paved surfaces whenever possible.
19. The pool, jacuzzi and deck area cannot be reserved for private functions.
20. HOA management will close the pool for routine cleaning and maintenance as deemed necessary. Your cooperation is appreciated!

**The above rules will be enforced by FirstService Residential. Violators are subject to loss of privileges as outlined in the Compliance section above.**



1. The fitness facility and yoga rooms are reserved for the use by **Cedar Hill LANDING** members and their guests only.
2. Unless otherwise stated, the fitness facility use is on a first-come, first-served basis and use time is limited to ONE HOUR when others are waiting. We ask that gym users please be courteous to each other and respect the occupancy restrictions and time limits.
3. For safety precautions and to protect the contents of the Fitness Room, Golf Simulator and billiards/pool table and equipment, children **twelve (12) years old and under are NOT permitted to use any equipment unless they are accompanied and supervised directly by an adult.**
4. Please be aware users of the fitness facility are electing to use them at their OWN RISK.
5. By entering the fitness facility, you take responsibility for your own protection and for disinfecting your hands and anything you touch or use in the facility area.
6. DO NOT use the facility if you or anyone in your household have been ill, are exhibiting signs or symptoms of COVID-19, are under mandatory quarantine orders, or have been exposed to someone with a presumptive positive COVID-19 diagnosis in the past week.
7. Equipment wipes or disinfectant have been provided for your use. Users are responsible for sanitizing any equipment they use both before and after each use.



8. If others are in the fitness room, users may use no more than one piece of equipment at a time (i.e., no circuits or “super setting”) so that others can use the equipment and the machines are ensured to be cleaned after their use.
9. Please use one piece of equipment at a time and thoroughly wipe down your equipment before and after each use.
10. No food is allowed in the fitness/yoga areas and all users must provide their own water.
11. To ensure that the facility is available to all members during hours of operation, there can be no private fitness, and/or private instruction. All fitness/yoga classes will need to be open to the entire Cedar Hill community and be a volunteer-based offered program, meaning there can be no exchange of funds for these classes.
12. The facility will provide both hand sanitizer and disinfecting wipes for the fitness equipment. Gym patrons are required to sanitize their hands upon entering and leaving the facility and are required to clean equipment they come in contact with using disinfecting wipes before and after each use.
13. Please contact the Management company should you experience any faulty, damaged, or broken gym equipment. The equipment is serviced on a routine scheduled basis by a fitness contractor. Any fitness related issues, including damaged or missing equipment components, low-hand sanitizer, and/or disinfecting wipes, please report immediately to the Management company, so they may be promptly addressed.
14. Any fitness/yoga room rules violations must be reported directly to HOA Management.
15. Violations of these rules may result in closure of the gym or termination of gym privileges. Please follow these and any additional rules for gym use on the Association’s portal/website, posted at this facility, or otherwise communicated to you.
16. Please follow all fitness equipment directions carefully.



# SPORT COURT

## USE RULES

1. Sport Court play and use is reserved for **Cedar Hill Landing** members and their guests only.
2. As of September 2024, the entry code into the Sport Court area is **3-4-5-0**.
  - As a general practice, this entry code is changed typically twice a year or if it is suspected the code has been shared outside of the community.
  - HOA Management will communicate the new entry code to the Cedar Hill residents via an e-blast announcement in advance of the change.
3. The sport court is available for pickleball, basketball and related recreational use between the hours of **7:00 a.m. - 8:00 p.m.**
4. The sport court gate should remain closed when not in use.
5. All players must be appropriately attired in garments and footwear (flat, soft-soled) designed specifically for tennis/hard court play. The use of black-soled and other footwear (athletic and non-athletic) will damage/mark-up the court surface.
6. Good sportsmanship must be observed at all times. Please observe proper etiquette on the sport court in consideration of other players.



Cedar Hill  
LANDING

RESERVING THE



## CLUBHOUSE / KITCHEN AREAS

The Cedar Hill Landing Clubhouse Great Room (specifically the open room area where the billiards / pool table and golf simulator will reside) and the Kitchen Area may be reserved for private functions for those **Cedar Hill Landing** members who submit their private function reservation agreement to FirstService Residential and in turn, receive approval by the Cedar Hill Landing Board of Directors.



Great Room/Kitchen reservations are not guaranteed, and availability must be initially checked and cleared by HOA Management. Any Cedar Hill Landing COA, Seaboard at Cedar Hill Landing Association, D.R. Horton and/or community-wide scheduled functions, meetings and events will take precedence over any requested private requested functions. Any private reservation of the facility is restricted to only Cedar Hill Landing property owners; and the reserving owner must be present for the duration of the function. The facility cannot be reserved for political, religious, or commercial use activity. Owners are responsible for the behavior of all guests while attending the private function.

A Facility Reservation agreement must be signed and submitted by the property owner specifying the terms of their use of the facility. The rental form is included in the appendix of this booklet on **page 40** and is also available on the Association's e-portal.

This agreement stipulates the private use of the facility does not restrict the use of the restrooms or fitness center during the event. The pool, jacuzzi, pool deck area, amenity restrooms, sport court and playground will remain open and accessible to the community during the event. The HOA Reservation Agreement will require a timeframe for the duration of the function. An inspection of the facility will be made by FirstService Residential (and/or eventually a Designated Member of the Pool/Amenity Committee) on the morning following the function. The facility should be returned to its original condition prior to leaving the Clubhouse.

**\$250.00 total will be required from the owner to reserve/use the Amenity for a private function (A security deposit of \$200.00 is required to reserve the Amenity; and the rental fee is \$50.00).** The deposit will be returned to the property owner upon inspection of the facility once it is determined that no cleaning or repairs are required, the agreed upon hours were not exceeded or number of guests did not greatly over exceed the anticipated number of attendees. Failure of the owner to comply will require that the deposit be forfeited. Any damages in excess of the deposit fee will be the homeowner's responsibility. These rental fee amounts are subject to change with notification.

1. The person who signs the facility rental agreement must be the legal owner on record in the **Cedar Hill Landing Community Association** and **MUST** be current on all related assessments and **MUST BE PRESENT THE ENTIRE DURATION OF THE PARTY INCLUDING SET-UP and TEAR DOWN.**
2. Any Declarant (D.R. Horton and its subsidiaries), Cedar Hill Landing Association events, meetings and/or functions, routine, or scheduled lifestyle activities (i.e., community offered social activities and/or Board approved committee events) will have precedence and will supersede all rental applications.
3. Any function requested by the members constitutes a rental reservation and approval. Rentals are taken on first come, first served basis. Only one rental per date and time will be scheduled. Multiple dates for the same private function will not be permitted unless approved by the Board.
4. Facility rentals by a member for a non-member are not permitted.
5. No non-member group(s) may rent the Amenity center.
6. The facilities may **NOT** be used for commercial purposes. There shall be no selling of products and/or services. The member hereby warrants that there will be no charge to his/her guests for admission, food, beverages, and/or entertainment on the premises.

7. Only the Great Room and Kitchen Area in the clubhouse can be rented. The pool area (including pool deck area), exercise room cannot be rented and are for the use of general membership of Cedar Hill Landing. You may use the clubhouse for your event but keep in mind that these other areas are always open for use by the general membership.
8. To ensure reservations are posted on the community calendar, all reservations are required to be submitted and approved at least ten (10) days in advance of the function.
9. Reservation fee and security deposit are due at the time reservation is made.
10. The facility may be rented for a maximum of four hours.
11. **All functions must end no later than by 9:45 p.m.** Please note the amenity center is monitored and alarmed. All members must leave the amenity building no later than 10:05 p.m. to prevent clubhouse monitoring alarms from being activated.
12. Giving false information to secure a rental date will result in the loss of rental privileges for a period of two years.
13. Smoking is not permitted in any part of the building including the pool deck. Residents and their guests may smoke outside of the building in the parking lot or designated smoking areas.
14. Furniture can be moved around but must remain inside the building and must be returned to its original position at the end of the event. Furniture cannot be removed from the building or moved outside or onto the pool deck for any reason.
15. Nothing is permitted to be attached to any portion of the exterior building or grounds.
16. No rice, birdseed, confetti, etc. may be thrown inside and/or outside the facility or parking lot.
17. Decorations, signs, balloons, and displays are limited to the interior only and must be removed immediately.
18. No scotch tape or related adhesives can be left on the walls, windows, or frames after the event.
  
19. Any damage to the building/facility, or after hour/penalty fees will be charged to the member. The actual coast of repair by the Association's sub-contractor, plus \$150.00 handling and administration fee will be charged for any damage to building/facility including but not limited to: Cigarette burns on upholstery or carpets, marks or dents in walls or chips, peeled paint, damage to window coverings, cracked or broken windows, carpet/floor cleaning for spills and stains, or any other damage resulting

- directly or indirectly from the rental. Please note that if actual damages exceed deposit, the member will be billed for the excess in the form of a special assessment.
20. Additional tables brought in for the function by the renter must have protection under the legs so not to scratch the floor surface. The owner will be responsible for all cost to repair should the floor, wall surfaces and/or any interior clubhouse components be damaged.
  21. The resident is responsible for setting up tables and chairs for the party. No linens, silverware, coffee urns, dishes, etc. are provided.
  22. There is an icemaker in the kitchen for your use during the time of your rental. If there is not enough ice for your event, you will need to provide your own.
  23. Owners are required to provide what is needed for serving of food and beverages – no glass, ceramic type glasses, plates, etc. are permitted in this facility.
  24. Alcohol use requires that a reasonable number of responsible adults be designated to serve alcoholic beverages. Absolutely no sale of alcoholic beverages is allowed without obtaining an ABC license, which is subject to written approval of the Board of Directors.
  25. Neither Cedar Hill Landing Community Association, nor any of its staff members or managing agents assumes any responsibility for any lost or stolen items resulting from the rental of this facility by the homeowner.
  26. All food, beverages and decorations must be removed after the function and trash deposited in the dumpster. All food must be consumed within the building.
  27. You must take out all your trash at the end of your event. There is a dumpster in the parking lot for your convenience. There are extra garbage bags in the bottom of the trash bins for your use. If you have balloons and pop them, make sure to put all the little pieces in the trash before you take it out.
  28. Any items that are left behind will be discarded 48 hours after the event.
  29. If an Association staff member is summoned to the clubhouse at any time during your party as a result of failing to obey any of the rules or regulations, your party will be immediately terminated.
  30. NOTE: If you cannot fulfill all the terms of this Rental Agreement and you are denied the use of the facility, Cedar Hill Landing shall not be liable for any expenses incurred by your anticipation of the use of the facility.

## **ARCHITECTURAL REVIEW OVERVIEW**

All properties within the Cedar Hill Landing Community Association are subject to the recorded CC&Rs, as well as any restrictions or requirements for Brunswick County, North Carolina where applicable. These restrictions provide that any building construction and/or any exterior property improvements of any

kind require the approval of the Architectural Review Committee (ARC) in advance. This is in accordance with Article V, "Architecture and Landscaping", of the CCRs.

**IMPORTANT:** No Homeowner shall make any addition, alteration, or improvement to or on any Lot without the prior written consent of the Architectural Review Committee.

Without established Architectural Design Guidelines, your neighbor could easily paint his home neon green with bright pink shutters or install an improvement which could negatively affect drainage onto adjacent properties. By having a defined set of exterior standards in place that extends to colors, patios, sheds, landscaping materials, fence styles just to name a few, the Cedar Hill Landing community can proactively avoid any ugly distractions or unacceptable architectural improvements from occurring.

## • APPLICATION / SUBMISSION PROCESS

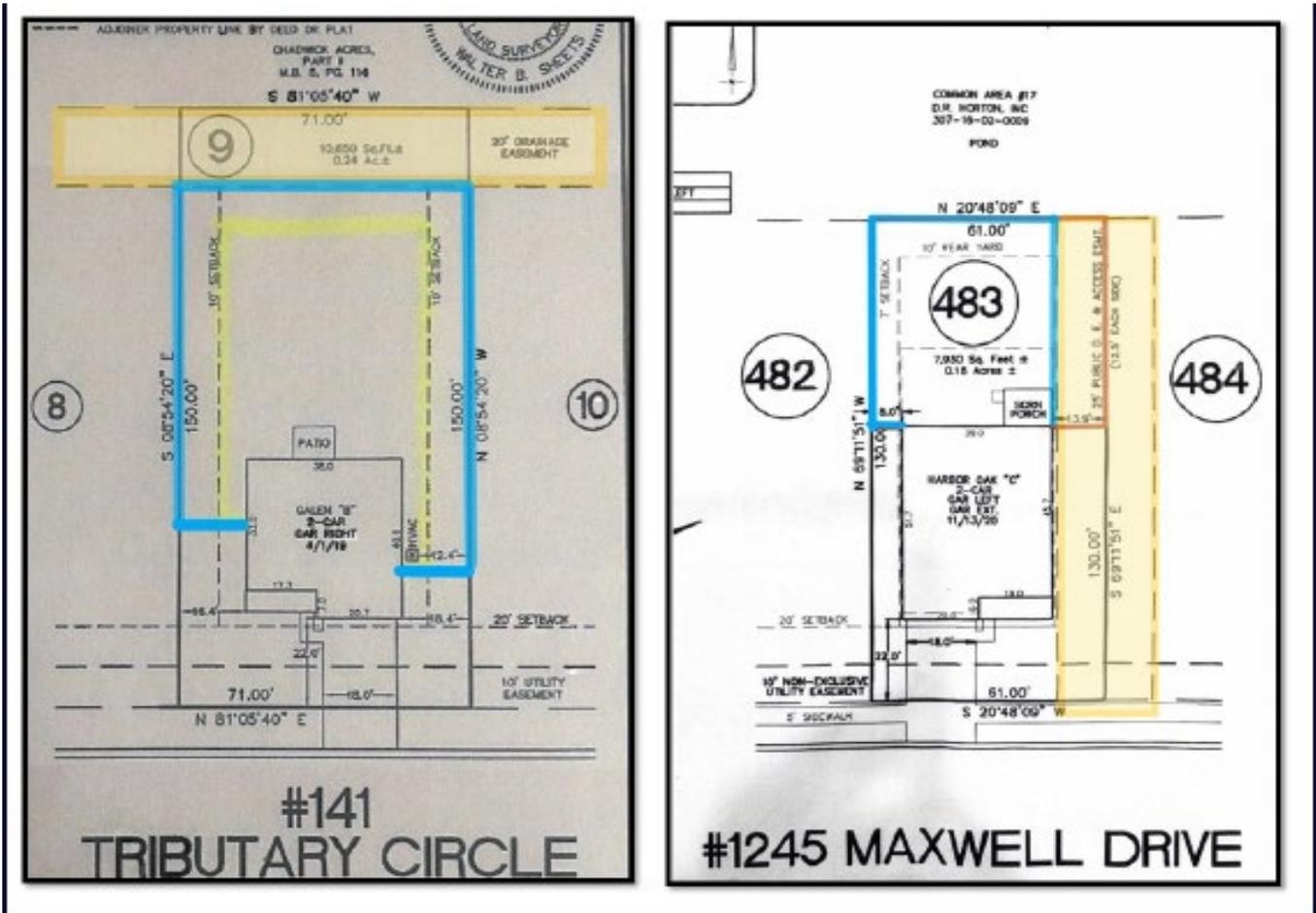
If a homeowner wants to make an exterior architectural change to their home or property, they must submit a completed Architectural Review Request application directly to the HOA Management Company. [A blank application form for your use can be found in the rear Appendix of this Guidebook.](#)

HOA ARCHITECTURAL REVIEW REQUEST		FOR OFFICE USE ONLY	
	<b>Cedar Hill LANDING</b>	Date Received from Owner	_____
ARCHITECTURAL APPROVALS ARE GRANTED PURSUANT TO APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's) of the ASSOCIATION. It is the responsibility of the owner to assure their project is compliant with all CC&R's, Association Policies, Architectural Guidelines, and Rules and Regulations, if applicable.		Review Time Allowed	Up to Thirty (30) Days
<b>For the Owner:</b> Please completely fill out Sections 1, 2, 3 and 4 below for your submittal. Leave no line blank. If question does not apply to your request, please indicate with "Not Applicable" or "N/A".		Decision Crestal Date	_____
<b>Important Note:</b> Beginning any work on an unapproved submission may subject the applicant to corrective measures by Cedar Hill Landing COA, including removal and/or restoration of the project at the Owner's expense.		Date Sent to Committee	_____
<b>SECTION 1 - GENERAL INFORMATION</b> Cedar Hill Landing Community Association, Inc.		Date Received from Committee	_____
Owner Name(s) (print)	_____	Date:	_____, 202__
Project Address	_____	Let #	_____
Best Contact Number: (_____) _____	_____	Email Address:	_____
<b>SECTION 2 - ARCHITECTURAL REVIEW REQUEST SPECIFICS</b>			
LIST PROPOSED IMPROVEMENT(S) (i.e., Six-Foot Wood, Four-Foot Aluminum Fencing, Landscaping, Storm Door, Shed, Patio, Etc.) Use separate sheet and/or ARC application of proposed improvements for review, if necessary.			
IMPROVEMENT / EXTERIOR CHANGE SPECIFICS Include type, dimensions, color, etc. Use separate sheet, if necessary:			
NAME OF COMPANY/CONTRACTOR(S) EXPECTED TO PERFORM WORK: _____			
Note: It is the responsibility of the owner to ensure all contractors adhere to all COA / Architectural regulations.			
ESTIMATED DATE OF COMPLETION: _____, 202__			
DOES YOUR PROJECT REQUIRE A DUMPSTER? YES NO			
<b>ADDITIONAL APPLICATION REQUIREMENTS</b>			
1. Include highlighted House Location Plot Plan or Survey Plan showing all locations of the proposed improvement(s).			
2. For fencing requests, Plot Plan or Survey Plan must clearly show proposed fence layout and any neighboring fencing.			
3. Approximate measurements from existing structures and property lines must be shown on the Plot Plan or Survey.			
4. Proposed improvement(s) cannot be installed in any <u>drainage easements, setbacks and/or designated Wetland areas</u> located on the owner's property without receiving approval from responsible governing entity (i.e. City/County). These county/city/governmental approvals must be included with this application for the ARC's review and reference.			
5. Additional illustrations or information may be requested by Management or the Architectural Review Committee (ARC).			
<b>SECTION 3 - ATTACHMENTS FOR THIS REQUEST</b>			
ATTACHMENTS: (Check and include all that apply to your improvement submittal)			
X <u>REQUIRED with APPLICATION:</u> Include a copy of your House Location Plot Plan or House/Physical Survey of Property			
<b>VERY IMPORTANT:</b> Please highlight/mark this Plot Plan/Survey showing locations of all proposed improvement(s)			
_____ Drawing(s)	_____ Product or Manufacturer's Brochure(s)	_____ Color / Paint Name	_____ Pictures
_____ Other Supporting Documents / Information			
<b>SECTION 4 - ACKNOWLEDGEMENTS AND SIGNATURE (REQUIRED)</b>			
<b>I fully understand and agree:</b>			
1. Work on the improvement(s) has not, nor will be started until ARC approval is received electronically or in writing from the HOA Management Company or the Cedar Hill Landing ARC.			
2. I understand that my improvements must be completed per ARC provided response or the approval is void/withdrawn.			
3. I am responsible for the timely completion of the project and the prompt removal of any related debris. Please refer to HOA Guidelines for specific project timeline and construction requirements, if applicable.			
4. It is my responsibility to comply with all building permitting, codes, laws, etc., of all governmental authorities. I understand Association approval does not constitute approval of these authorities. I may be required to obtain a building permit. It is the owner's responsibility to check, obtain and adhere to all City/County/Government permitting, building code, department requirements, and other applicable guidelines for the proposed improvement(s).			
5. It is my responsibility to ensure all contractors are properly insured and will require a Certificate of Insurance.			
6. If an easement exists on my property, it will be adhered to and referenced per ARC's decision before any work begins.			
7. I will follow the rules of the Protective Covenants, Architectural Guidelines and any applicable Rules and Regulations.			
8. Approval by ARC is for aesthetic and compliance considerations only. It does not represent or ensure the improvement(s) structural integrity or soundness of construction. This is the reason for adherence to form #4 above.			
9. Submission of this request gives permission of a member/member(s) of the ARC, Board of Directors, Declarant and Management Company to walk the owner's property to view/inspect the proposed improvement(s) before the project is started, as well as any follow-up or verification of completion and adherence of same improvement(s).			
<b>Homeowner Signature is REQUIRED below. No substitutes allowed, including the Contractor performing the work.</b>			
Failure to sign will result in a returned application to the owner.			
Owner Name(s)	_____	Date:	_____, 202__
(Signature - Required)			
Please submit this completed request with attachments to FirstService Residential, the HOA's Management Company.			
<b>- DO NOT FILL OUT BELOW THIS LINE -</b>			
<b>SECTION 5 - FOR HOA MANAGEMENT / ARC / BOARD OF DIRECTORS USE ONLY</b>			
Application Sent to Committee: _____ Date: _____, 202__			
ARC Decision: APPROVED (No Changes) _____ APPROVED (Revision Needed) _____ DENIED _____			

Please ensure you include a detailed description of your proposed improvement(s), dimensions (i.e., six-foot fencing height) and the types of materials to be used (i.e., wood shadowbox or black aluminum fencing). You can also obtain this information directly from your contractor.

Owners must submit a copy of their FINAL SURVEY with their ARC application, especially when submitting for fencing, sheds, driveway expansions, patios, in-ground pools, tree placement, outside structures, etc. **This SURVEY is REQUIRED**, along with any support information, including illustrations, brochures/material literature and/or supporting diagrams that will help in conveying a clear visual and physical description of the requested project(s).

A FINAL SURVEY (see examples below) will show any applicable *drainage, maintenance, pedestrian and/or utility easements* (see the **gold/yellow highlighted area** in the illustrations below), *property setbacks* and/or *any designated wetland areas* on their lot should they exist. Unfortunately, a hand-drawn map of the property provided by the owner, or their contractor will not accurately illustrate or show these specific areas mentioned above.

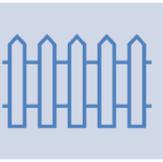




If any Sidbury Station homeowner wants to make an exterior architectural change or addition to their home, they must complete and submit the Association's Architectural Review Request application directly to FirstService Residential.



**IMPORTANT:** No Sidbury owner shall make any permanent addition, alteration, or any improvements to their Home's exterior or the property itself without **WRITTEN APPROVAL** of the Architectural Review Committee (ARC).



Please include as much detail as possible for your proposed improvement(s) (**ex: fencing, deck, in-ground pool, patio, etc.**), their proposed dimensions (**i.e., six-foot fencing height**) and the types of materials to be used (**i.e., wood shadowbox / dog eared picket fencing**). You can also obtain this information directly from your contractor to include with the application.



The signed and completed Owner application will be entered into FirstService's ARC [SmartWebs](#) system and forwarded to the Board/ARC Committee for review and consideration. **IMPORTANT:** No Homeowner shall make any addition, alteration, or improvement to or on any Lot without the prior written consent of the Architectural Review Committee (ARC).

## • ARC REVIEW TIMEFRAME

An Architectural Review Request Application is required for all proposed owner exterior improvements to the home and/or property and must be submitted directly to the HOA Management company. Please ensure to sign page two of the application. The Management staff will review the completed application and will forward it to the ARC Committee for their review and consideration.

Please plan ahead. If you are planning an exterior project, please send in your request well in advance of the planned start date. The Committee shall use good faith efforts to render a prompt decision on the application, however; the ARC is allowed up to thirty (30) days to review, research and respond. Although your own contractor might be hovering over your shoulder, informing you they have already done several of these in this community, or they have an opening in their schedule and could start

tomorrow, please do not do it. **IMPORTANT: The ARC must review and approve all proposed exterior improvements to the home and property in advance before any work begins.**

Proceeding without ARC approval could cause you to be required to remove what you have started and postpone further work. There is also a chance what you want done may not comply with the Design Review standards of the community, such as fence styles, layout, colors, designs, materials, and/or correct location.

Additionally, do not assume if the exterior improvement is not listed or explicitly included in the CC&Rs or Design Guidelines that there are no standards, and it therefore is automatically approved. This is not the case. The ARC may have to come up with an architectural community standard if one does not exist for a new product and/or improvement. Often, issues between HOAs and homeowners arise when a homeowner did not know or understand what was allowed and what was prohibited.

In the event the ARC does fail to respond with an official response to the owner within thirty (30) days after their receipt of a completed application and all required information, the request shall be deemed to be **APPROVED**. All responses/decisions of the ARC must be in writing. Oral or verbal representation of any decision will not be valid and will not represent the decision of the ARC.

Homeowners will be notified directly by the HOA Management company if their plan/project was approved, approved with conditions and/or denied. The ARC will either **(i)** *approve the application, with or without conditions;* **(ii)** *approve a portion of the application and disapprove other portions;* **(iii)** *request further or additional information from the applicant to make a decision;* or **(iv)** *disapprove the application.* In the case of disapproval, the ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. The burden of developing the design solution and modifications will lie with the Owner, contractor or their design professional.

• ARCHITECTURAL DESIGN GUIDELINES

Architectural Design Guidelines, also known as architectural standards, establish Cedar Hill Landing's design guidelines, policies and procedures for any proposed exterior changes and improvements to an owner's home and/or property. Before making any change to the exterior of your home, please consult the Cedar Hill Landing Architectural Design Guidelines (See guideline excerpts below) or contact the Association Manager directly to inquire if guidelines exist for your proposed exterior improvement(s).

**CEDAR HILL LANDING**

**Community Standards**



Architectural Design Guidelines

Effective December 10, 2024

These initial ARC Guidelines will supplement and clarify provisions contained in the Association's Declaration/Covenants for the Cedar Hill Landing community



Page | 17



**ARBORS AND TRELLISES.**  
Committee approval is required. The inside height of a proposed arbor or trellis must not exceed nine feet (9'). The Arbor/Trellis can be located in the sides and rear yard of the property. They cannot be located in any setback, public or drainage easements.

The structure must be white or wood (stained/sealed) and placed where they are complementary to the landscaping and residence.



Owner to check with the City/Town and/or County to secure any necessary permits or adhere to any stated guidelines pertaining to the structure, especially regarding wind resistance measures (generally, these structures must be secured to withstand up to 130 mph winds).

Once installed, owner must maintain structure in a well-maintained, clean condition, to include power washing when necessary and the replacement of any worn or weathered components, to include re-painting or pressure washing, when necessary.

**ARTIFICIAL GRASS / ASTRO-TURF.**  
Artificial grass/Astroturf is **not** to be used as a full ground cover (i.e. not intended as a substitute for a lawn). Its application unless specifically approved specifically in writing by the ARC/Board. Neither Astroturf nor any other similar covering shall be used on the front porch, patio or any balcony or in the place of natural grass on the property unless approved in writing by the ARC Committee.

Riverside COA Architectural Design Guidelines July 2023

Page | 19

**BAHAMA SHUTTERS INSTALLATION.**



- Shutter frames and hardware must be permanently attached to home's exterior.
- Bahama shutter color must match and be consistent with existing home colors.
- Owner acknowledges that D.R. Horton will not be held responsible for any future water intrusion or damage to the home in the area where the Bahama Shutters are installed. The warranty for the siding, exterior trim, etc. is considered voided. Any questions can be directed to [www.drhorton.com](http://www.drhorton.com)

**BARBECUES.**  
Portable barbecues do not require approval but must be stored out of view from the street or Common Elements. Constructed barbecue structures must meet all structure setback requirements. Complex barbecue structures may be referred for professional review as necessary. Owner must obtain building permit if applicable and provide a copy of the permit to the Association office prior to beginning work. Permanent grills must be placed in the rear yard of the house and as far as practical from the adjacent property lines and in accordance with New Hanover Fire Codes a distance of no less than five feet (5') from a building roofline.

**BASKETBALL HOOPS – (PERMANENT AND PORTABLE TYPES).**

- Permanent basketball goals that are installed on the home or roof (example: above the garage) are **prohibited and will be denied by the ARC.**
- Permanent (with pole installed next to the driveway) and portable basketball goals are permitted with owner application, ARC review and approval:
  - Active use of the basketball goal unit shall be limited to the **hours of 9:00 am to 9:00 pm.**
  - The portable basketball goal unit cannot be placed in such a manner that it blocks sidewalks and pedestrian walkways.
  - Portable unit should not be placed in any streets or roadway potentially obstructing traffic or parking patterns.
  - Portable basketball unit and all components (backboard, goal, net, framework, etc.) must be maintained in a good condition. Components must be replaced if worn and/or damaged.

Riverside COA Architectural Design Guidelines July 2023

Page | 33

**FLOWERPOTS.**  
ARC Committee approval is not required for flowerpots providing:

- Flowerpots should be of neutral colors or the same colors included in the home's color scheme.
- Should be within the landscaped area. Up to six (6) flowerpots are allowed within the landscaped area.
- Up to three (3) flowerpots can be placed **outside** of the landscaped area provided they are close to the house (i.e. the front porch, but not at the road end of driveways).
- It is recommended that flowerpots do not exceed twenty inches (20") in diameter and over twenty-four inches (24") in height.

**FRONT PORCH RAILING INSTALLATION.**

- Homeowner to ensure the installation of the design and materials of railing will complement the existing architecture of the home.
- Railing must match architecturally with the overall style, color, design of the home.
- Owner to ensure porch railing is maintained in clean condition, to include power washing or periodic washing to prevent mildew accumulation or build-up, if needed.

**GARAGE SCREENS.**  
ARC Committee approval is required. Garage screens specifications include the following:

- All garage screens used in the frame must be either white, black, charcoal or bronze.
- Frame must be black, white and/or must match the trim or base color of the home.



**GARAGE TRELLISES.**

- ARC Committee review is required.
- Garage Trellis a color must be white, natural wood and/or a color that matches the existing color scheme of the home. **Please DO NOT APPLY any PAINT, STAIN or PRODUCT to the trellis without first receiving ARC approval for the color.**
- If required, owner to check and ensure garage trellis structure will not require any building permit or approvals from the City/Town and/or County.
- Garage trellis materials to be used must complement the existing color and architecture of home. **NOTE: See [Riverside COA Website](#) for more information on this page.**
- Once installed, owner must maintain trellis in a well-maintained, clean condition, to include power washing, maintenance, and replacement when necessary.

Riverside COA Architectural Design Guidelines July 2023

**HOA DO's AND DON'Ts**

- Please submit any home-related warrantable items directly to D.R. Horton by visiting their website at [www.drhorton.com/warranty](http://www.drhorton.com/warranty). For any emergency after-hours requests, please see the emergency sticker on the breaker box in the garage and follow the instructions.
- Please do NOT contact the HOA Management company or Association Manager with D.R. Horton warranty items, as they will be unable to assist.
- Should you have an HOA-related issue, inquiry, concern and/or complaint, please do not contact D.R. Horton's Warranty team or their other departments (i.e., Construction, Sales), as anything HOA related needs to be handled and addressed directly by the HOA Management company. The HOA Management company will directly contact the HOA Board, if it is necessary for their involvement, consult or decision.
- Many of our homeowners have moved to North Carolina from locations outside of our state may already be familiar with living in an Association. However, not all HOAs are alike. Those HOAs established in other states can operate and function differently due to their own state specific Association regulations and requirements. In North Carolina, HOAs/planned communities created on or after January 1, 1999, must adhere to those regulations contained in Chapter 47F of the NC Planned Community Act. This NC General Statute can be accessed directly at <https://www.ncleg.gov/Laws/GeneralStatuteSections/Chapter47F>
- In addition, Cedar Hill Landing COA follows those provisions contained in their own recorded CCRs, Bylaws, Policies, and Architectural Design Guidelines. These documents are available on the Association's portal/website. Please contact the HOA Management Company if you have questions and/or need clarification on any rules.
- Please do not withhold or delay your HOA due payments. The Association has an established collection and fine policy that will incur interest and fines for any non-payment each month. If you should get behind, don't delay, and notify the Management company right away. A payment plan can be setup and provided, if necessary.
- Be a good neighbor and get along. Communicate respectfully and establish a friendly relationship with your direct neighbors, the HOA Association Manager and the Developer/Builder. If you are cordial, life in the HOA is so much easier.

- Pet Etiquette – Always remember to leash your pets and pick up and dispose of their waste properly.
- Parking Courtesy – When you are parking your vehicle(s), remember to be courteous to your neighbors. Do not park on the private streets, in the grass of your property, or block the sidewalks.
- Stay informed and in the loop regarding Association matters. Attend online and in-person Association membership meetings and sign up for HOA related news and notifications.
- Please volunteer your time. Depending upon homeowner interest, the Declarant will provide opportunities for Cedar Hill Landing owners to get involved with their community by establishing Committees to promote owner participation and input. Social/Welcome, Grounds, Pool & Recreation, and Communications are committees that can be established and appointed by the Board with owner volunteers.
- Ensure your owner contact information, including emails is current and updated with the HOA Management company. Various E-blast announcements are sent from HOA Management regarding community alerts, meeting reminders and related information to those Cedar Hill Landing members who have provided them their email contact.



**Cedar Hill**  
LANDING

# EXHIBITS



**Cedar Hill**  
LANDING

**CEDAR HILL LANDING CLUBHOUSE  
RENTAL AGREEMENT / APPLICATION BY OWNER**

Cedar Hill Landing is hereby entering into an agreement for use of the Amenity Center clubhouse with:

Owner Name(s) \_\_\_\_\_ (Owner must be present at function)

Best Number(s): \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Cedar Hill Landing Address: \_\_\_\_\_ Lot No. \_\_\_\_\_

Requested Reservation Day & Date: \_\_\_\_\_

Reservation Time (max. of 4 hours): \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Type of Function \_\_\_\_\_ Total Number of Anticipated Attendees: \_\_\_\_\_

Give brief description of what event will entail (food, music, entertainment, etc.) \_\_\_\_\_

\_\_\_\_\_

The undersigned agrees to indemnify, defend, and hold harmless Cedar Hill Landing Community Association and its designees from any and all claims, liabilities, demands and cause of action for injuries to persons or property which arise in whole or in part from the use of the facility or grounds by the undersigned and/or the undersigned's guest, agents or invitees, or for any loss of property. The Person(s) signing this agreement is responsible for fully reading and understanding all of the rules and requirements in this Facility Rental Agreement. If there are two or more persons signing this agreement, said persons shall be jointly liable for the adherence to all obligations that are contained in the Facility Rental Agreement. The undersigned being the legal owner of the home acknowledges and agrees to the rules, requirements, and obligations of this Facility Rental Agreement. Any damage to the facility will be payable as a special assessment by the undersigned.

Owner Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**FACILITY RENTAL FEES:**

*Great Room- \$50.00 (non-refundable) + Security Deposit- \$200.00 (refundable if all conditions met)*

**Total Due for Rental from Owner - \$250.00**

**HOA ARCHITECTURAL REVIEW REQUEST**



**Cedar Hill**  
LANDING

FOR OFFICE USE ONLY

Date Received from Owner \_\_\_\_\_

Review Time Allowed Up to Thirty (30) Days

Decision Crucial Date \_\_\_\_\_

Date Sent to Committee \_\_\_\_\_

Date Received from Committee \_\_\_\_\_

**SECTION 3** – ATTACHMENTS FOR THIS REQUEST

ATTACHMENTS: (Check and include all that apply to your improvement submittal)

*REQUIRED with APPLICATION: **Include a copy of your House Location Plot Plan or House/Physical Survey of Property***

**VERY IMPORTANT:** *Please highlight /mark this Plot Plan/Survey showing locations of all proposed improvement(s)*

*Drawing(s)*                       *Product or Manufacturer's Brochure(s)*                       *Color / Paint Name*

*Pictures*                       *Other Supporting Documents / Information*

