

ARCHITECTURAL CONTROL COMMITTEE (ACC)

Standards for Design and Construction



Red Oak Farms Development Homeowners
Association

All terms herein have the same meaning as defined in the Declaration of Covenants, Restrictions and Conditions recorded in Book 3089, Page 666, Nash County Registry as thereafter amended.

“MISSION STATEMENT” The Mission of the Red Oak Farms Development Homeowners Association (ROFDHOA) is to assure an aesthetically pleasing environment for the protection of Members’ property values and to carry out its responsibility fairly on behalf of all Members. The ACC shall enforce covenants, rules and regulations, and ACC standards applicable to architectural and related matters and review requests for variances and providing recommendations to the HOA Board of Directors.

DEFINITIONS

“APPROVAL FORM” AKA “Access Permit” shall mean a document issued by the ACC upon approval of the improvement or construction plans and the payment of all applicable fees. No member shall obtain a building permit from government agencies without first obtaining all necessary approvals from ACC set forth herein. ROFDHOA shall have the right to charge reasonable fees upon the submission of applications to ACC for approval matters within its jurisdiction; and such fees shall be paid by Member prior to commencement of any clearing or construction on the lot.

“ARCHITECTURAL CONTROL COMMITTEE” or ACC shall mean a standing committee of the ROFDHOA. ACC carries out its responsibility on behalf of all Members of ROFDHOA to establish an aesthetically pleasing environment and for the protection of property values.

The mandate of the ACC is to encourage design excellence, and to preserve and enhance the existing natural features of “Red Oak Farms.” The success of this planned community depends on the compatibility of architecture, streetscapes, and landscaping with the adjacent natural areas, amenities and development.

Implementation of the ACC standards will be carried out through design guidelines and application review procedures. Each application will be evaluated on its own merits. ACC has the right to reject any site plan, building design, landscaping plan and /or specifications that are not compatible with the standards set forth herein, and decisions of the ACC may be based on purely aesthetic considerations. ACC’s interpretation of these standards is at its sole discretion.

“ASSOCIATION” and “ROFDHOA” shall mean The Red Oak Farms Development Homeowners Association.

“BUILDING ENVELOPE” shall be defined as the area of land upon which a residence may be erected within the minimum applicable setbacks as shown on the recorded subdivision plat.

“CLEARCUTTING” shall mean the act of clearing a lot(s) by removal of all, or substantially all, vegetation. It is prohibited without a written permit from the ACC; see section 5.01 of this Standard.

“COMPLIANCE FEE DEPOSIT” shall mean the deposit paid to the Association prior to commencement of construction for the purpose of securing compliance with its Declarations, Rules and Regulations, and ACC Standards. See Section 3.08

“CONTRACTOR” (AKA “Builder”) shall mean the licensed general contractor hired by the Member / Applicant. Only approved Builders are permitted to build in this subdivision. The following are approved Builders: Dean A. Holland Builders, Inc and J. Scott Builders, Inc.

Contractor and his/her subcontractors shall be jointly and severally responsible with the Member / Applicant to ROFDHOA for compliance with its Declarations, Rules and Regulations, ACC Standards. Furthermore, the contractor is jointly and severally responsible for the implementation of the plans as approved by the ACC. The Contractor designated as “General” “Prime” or “Lead” shall provide to the ACC a list of all Sub-Contractors authorized on the job site and shall update the list with any and all changes.

The Member / Applicant is jointly and severally responsible with the Contractor for any violations, charges, fines which may result from improper actions or omissions hereafter, and agrees to give ACC or its assigns full access to the lot during the construction period.

“DECLARATIONS” shall mean, collectively, the following Declarations of Restrictive Covenants as now or hereinafter amended recorded in Nash County Registry Book 3089, Page 666; Book 3112, Page 400 and Book 3218, Page 388; the ROFDHOA By-laws, Rules and Regulations including the ACC.

“FARM HOUSE CHARACTERISTICS”

- Board and Batten Siding with Horizontal Siding
- Rocking Chair Porches rather than stoops
- Raised First Floor
- Wood Tones
- Mixes of shingled and metal roofing
- Side Entry Garages
- Brick / Stone foundations that do not extend above the bottom window
- No Shutters
- All front porch posts finished in stain, paint or wrap
- No fully wood front porches or steps
- Outbuildings constructed on site reflective of the home design and character

- Bermuda grass is the preferred lawn grass
- No open decks; Foundation extends under decks
- Brick exterior stair materials

“MEMBER” shall have the same meaning as defined by the Declaration. The Member / Applicant is jointly and severally responsible with the Contractor for any violations, charges, and fines which may result from any improper actions or omissions hereunder, and agrees to give ACC, or its assigns, full access to the lot during the construction period.

“RELATED CONSTRUCTION ACTIVITY” shall mean any work outside of the dwelling that involves the use of heavy machinery, earth-moving equipment, or any other construction activity that changes the appearance of the structure, lot, or landscape, or generates excessive noise or otherwise constitutes a nuisance.

“RENOVATIONS, IMPROVEMENTS and/or ADDITIONS” shall mean any structural change to the exterior (including color change) or footprint of the original dwelling and may require payment of an ACC Review Submittal Fee.

“RIGHT OF WAY” and “ROW” shall mean that public area comprised of land reserved on the recorded plat for roadways and includes land on both sides of the pavement which may be utilized for various public purposes.

“STOP WORK ORDER” shall mean a written order from ACC or the Community Manager requiring all construction to cease and desist until all conditions of the order are met at the discretion of ACC.

1.0 VISION

A farmhouse life style of single-family homes blended with nature and tradition offers members of the community the opportunity to experience the beauty and ambiance of Nash County. This passion motivates the development, maintenance, and enforcement of our ACC Standards and approval of Members’ plans to manage growth smartly, protect the community's quality of life, and facilitate property value appreciation.

Important vehicles for realizing this Vision include restrictive covenants, effective observation and enforcement of architectural standards that stress aesthetics, use of specific contractors and building professionals who meet stringent approval requirements.

2.0 ARCHITECTURAL CONTROL COMMITTEE (ACC)

2.01 Purpose

One of the most effective methods of achieving the Red Oak Farms Subdivisions primary goals of aesthetic beauty and enhanced property values is an effective aesthetic review process. The ACC will review applications and design documents for all new construction and modifications to existing properties, including landscaping, lot clearing, fencing, yard décor,

landscaping, swimming pools, hot tubs, etc. Each application shall be evaluated on its own merits with respect to the proposed details. ACC desires that all construction:

- A. Meet the requirements as set forth in the Declarations in terms of square footage, setbacks, etc.
- B. Is harmonious with existing construction in the community.
- C. Is performed by a licensed approved contractor without undue delay.
- D. Is maintained in keeping with the Declarations.
- E. Variances are only granted when required and appropriate.

2.02 Policy

No construction, landscaping as hereinafter set forth, or alterations to any dwelling shall begin without prior written approval of the ACC. Such approval shall be documented by the ACC when the Member / Applicants Approval Form or Access Permits are issued. From time to time the ACC may modify or change the Standards for Design and Construction with Board approval, so long as such changes:

- A. Are in keeping with the requirements set forth in the Declarations;
- B. Provide due notice to anyone affected by such change;
- C. "Grandfather" any plans previously approved.

It is important to note that the ROFDHOA and ACC ARE NOT BOUND BY ANY PRECEDENT; that is, the current ACC shall base its decisions on the THEN CURRENT ACC STANDARDS.

2.03 Authority

ACC has final approval of all proposed variances in instances where a particular Declaration has afforded it jurisdiction. The authority for the ACC is set forth in the Declarations that encumber every building site.

2.04 ACC Membership

During the period of Declarant Control, the ACC shall consist of members appointed by the Declarant. Upon expiration of Declarant control period, the ACC shall consist of a minimum of 3 members in good standing of the ROFDHOA.

2.05 Responsibilities

The ACC is empowered to perform the duties as set forth in the Declarations as well as noted elsewhere in the ACC Standards and to:

- A. Establish review criteria.
- B. Review all construction, renovation and landscaping applications for compliance with the design criteria set forth herein and the ROFDHOA Declarations, rules, and regulations prior to approval.

- C. Encourage high standards of design and quality construction.
- D. Establish construction access and compliance fees and penalties for violations with Board approval.
- E. Periodically observe the construction occurring on the site to attempt to have the construction proceed in accordance with published ACC Standards.
- F. Contact Applicants whose plans and specifications have been disapproved and provide reasonable assistance or recommendations to bring applications into compliance with review criteria.
- G. Maintain copies of applications, design documents, access permits, certificates of occupancy, and related records.
- H. Encourage compatible architectural designs and harmonious relationships with existing neighborhood construction.
- I. Amend the design review criteria as well as the performance and quality standards, with ROFDHOA Board approval to reflect our community's current and future needs, as may be required from time to time.
- J. Periodically inform members regarding activities of the ACC and changes in criteria as they occur.
- K. Conduct a final review, when notified by the Member / Applicant, to check for compliance with all applicable ROFDHOA declarations including ACC Standards.
- L. Member / Applicant may not furnish or occupy their property prior to receipt of a Nash County Certificate of Occupancy, or in certain circumstances denial to occupy due to condition of home/property is deemed appropriate by the ACC.
- M. If ACC does not approve, owner has the right to appeal to the Board.

2.06 Enforcement

Notice: In general, ALL construction, additions, modifications, and/or projects require ACC approval; however, many such activities may also require Federal, State, County permission/approval before starting, in which case such permission must be obtained before ACC approval will be granted. ACC shall report unpermitted activity as described above to appropriate authorities. Property owners may be required to remove, repair, replace or otherwise "fix" any unapproved project, and may also be subject to substantial fines and penalties.

- A. A structure or improvement that is placed outside the building envelope or encroaches into lot setbacks and/or utility easements without ACC approval is considered non-conforming and represents a violation of these Standards. The ACC will first request that structure or improvement be brought into compliance at the Member's expense. Should the Member fail to comply, the ACC may proceed to pursue the case with the Community Manager, the Board President and the Board of Directors in accordance with Association By-Laws and Covenants.
- B. An ACC member may perform periodic on-site observations of construction sites to determine if Contractors are conforming, as required, to the various ACC Standards. The Contractor shall be informed in writing of the alleged violation(s) and given up to thirty (30) consecutive calendar days to correct the issue. Failure to timely comply shall result in a Stop Work Order. The number of days given shall be at the

discretion of the ACC. If the ACC gives ten (10) days or less to resolve a problem, only non-holiday weekdays will be counted. The communication shall also state that the Contractor shall be fined up to \$100 per violation for each day after the resolution period has elapsed until the problem(s) is corrected.

- C. If a Contractor fails to cure a violation, then, in addition to other lawful remedies available to the ACC, the Contractor will not be issued another permit to perform construction in ROFD until the matter is resolved to the reasonable satisfaction of the ACC.
- D. If a Contractor has two or more violations in any given twelve (12) month period, regardless of whether or not any ensuing fines are satisfied, the Contractor may be placed on probation for a period of one year from the date of the last violation.
- E. If a Contractor continues to violate the rules while on probation, the ACC shall have the right to summon the Contractor before the Board of Directors to determine whether or not the Contractor should continue to enjoy the privilege of building in the ROFD community.
- F. Should a situation arise where the Contractor has committed a violation but the Contractor has not made a Contractor's Compliance Deposit, the ACC may proceed to have the Board intervene as noted in sub-section 2.06 B above, and failing resolution by the Board, the matter will continue as noted therein.
- G. Notwithstanding anything hereinabove to the contrary, the Member shall also be jointly and severally liable for any fine assessed hereinabove.

2.07 Limitation of Liability

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, the basis for the review and approval of any application or other matter pursuant to these Standards is limited to aesthetic considerations and good faith efforts to ensure material satisfaction of the requirements set forth in Declaration, these Standards, and the Rules and Regulations. No approval of plans or other documentation by the ACC shall be construed as a representation, warranty or implication that the improvements, if built in accordance with the plans, will, for example, (a) be accurate, complete or otherwise free from defects, (b) meet applicable codes, regulations, and laws (including, but not limited to, building codes and permit requirements), (c) be built in a good and workmanlike manner, (d) meet applicable standards for prevention of soil erosion, siltation and sediment pollution (including, but not limited to, regulations promulgated by DENR or alteration of the natural flow of water and diversion of run-off to adjoining properties), or (e) meet applicable standards for structural, mechanical, electrical and all other technical aspects of a proposed design. Neither the ROFDHOA nor the ACC or their directors, officers, committee members, staff or volunteers, shall be liable for any injury, damages, or loss arising out of the manner or quality of approved improvements or modifications on or to any Lot. In addition, in no event shall ACC have any liability whatsoever to an Owner, a Contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the approval, disapproval or conditional approval of any plans by the ACC. Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, Applicant and Contractor acknowledge that (a) neither ROFDHOA nor the ACC or their directors, officers, committee members, staff or volunteers possesses

professional experience in the matters within its jurisdiction and, therefore, (b) the Association and the ACC and their directors, officers, committee members, staff or volunteers perform their respective functions pursuant to these Standards as volunteers, (c) neither Applicant nor Contractor shall rely upon ROFDHOA or the ACC or their directors, officers, committee members, staff or volunteers to monitor, oversee, inspect or otherwise ensure compliance of Applicant and Contractor with any Declaration, these Standards, the Rules and Regulations or applicable codes, regulations or laws, and (d) the Association and the ACC disclaim all warranties, representations and guaranties, whether express or implied (including, but not limited to, all implied warranties and all representations and warranties as to merchantability or fitness for any particular purpose) related thereto.

3.0 DESIGN GUIDELINES and APPROVAL PROCESS

3.01 ACC Review and Approval

The following list summarizes those design guidelines that ACC requires for submitted plans:

- A. All structures must be stick built onsite. The construction of prefabricated, modular, mobile or log homes is not permitted.
- B. Use of professionals qualified in the fields of architecture, landscaping, engineering and surveying.
- C. Compliance with all deed restrictions as found in the Declaration of Covenants and restrictions for the appropriate phase in ROFDHOA.
- D. Preservation of the natural character of the building site to maximum extent possible including trees, natural terrain, springs, etc.
- E. Emphasis on aesthetics of exterior architectural and landscape designs.

The ACC may disapprove any proposed new construction or changes to existing homes for purely aesthetic reasons if, in its judgment, such action is required to maintain the architectural standards of the community.

3.02 Preliminary Architectural Review

The Applicant must submit final construction plans (3 copies), application fees, material samples, product photos or brochures, and color chips, along with the following:

- A. Application forms for residential construction or improvements as appropriate.
- B. Site Plan, including house location by scale within the Building Envelope and a Topographical survey showing current topography of the site as well as proposed topographical changes to the site and how the finished grades affect adjacent property and roadways. The Site plan must document the proposed BUA (built upon area).
- C. Detailed landscape plan including irrigation layout if part of the plan.

- D. Authorized Nash County Health Department Improvement Permit (septic), and a to-scale diagram of the septic system including distribution field and repair area if applicable.
- E. Floor plans.
- F. Building sections and wall section details.
- G. Exterior elevations (all sides).
- H. Roof: structure, materials, color.
- I. Exterior Walls: structure, materials, color.
- J. Fascia and trim: construction materials, color.
- K. Doors/garage doors: specifications, materials, color.
- L. Patio/decks/screened porches: structure, materials, finish.
- M. Fences/walls: structure, materials, proposed color.
- N. Mechanical equipment: location of all exterior apparatus, including appropriate screening details.
- O. Driveways: materials, finish, and colors where appropriate.
- P. Proposed swimming pools: plans, layouts, fencing, and landscaping.
- Q. Proposed geo-thermal systems and locations.
- R. Proposed sub-surface drainage system and locations.
- S. Proposed accessory structures.

3.04 Approval by ACC

Approval by the ACC shall in no way relieve the Contractor or Member / Applicant of their responsibility and liability for adherence to all applicable Federal, State or County laws, rules, regulations, ordinances, and codes. All such approvals MUST be obtained PRIOR to ACC approval.

The ACC will review all design documents, sample materials and color chips. All copies of plans shall be signed and dated by the Contractor and ACC. If there is a difference between the approved plans and the written application, the approved plans shall be the standard. One set of ACC approved plans shall be returned to the Contractor with ACC comments.

3.05 Design Document Changes

During the construction process the Contractor must submit any proposed changes to the ACC for review prior to deviating from the plans approved by the ACC. A letter, supported by additional documentation as required, must be submitted to the ACC. Any deviations require prior ACC written approval.

Approved changes must be noted on the master design document and initialed by both the Contractor and ACC. Failure to comply may result in the requirement of removal at the Member's / Applicant's expense of any change made in violation hereof. See section 2.06.

3.06 Variances

All requests for variances from the Declarations and/or these Standards shall be submitted to the ACC. Variances will be granted only in extraordinary circumstances where hardship has been demonstrated. Each variance granted applies solely to the unique circumstances of the individual request and shall not be deemed to set a precedent for future requests. Variances shall not be granted to the extent they encroach upon or violate applicable legal requirements.

3.06.1 Special Note: Setback Variances.

All requests for setback variances must be submitted along with normal ACC submittals. Setback variances will not be granted if they can be avoided (usually by altering plans, submitting alternate floor plans, or submitting same plans for a different or larger lot size). If a setback variance is requested after construction begins, there will be a non-refundable \$250.00 application and review fee required. If any setback variance request is granted, there will be a Fee of \$250.00 (charged on that portion of the structure which exceeds setback requirements based upon an "as built" survey provided by the builder). If the setback variance request is not granted the violation must be removed. The application fee of \$250 will not be refunded.

3.07 Periodic Observations

The ACC reserves the right, but is not obligated, to periodically observe construction projects in progress to attempt to determine whether or not the construction is in conformance with approved design documents and materials and compliance with these Standards. All Members / Applicants agree to cooperate fully with the ACC and grant access as required. ACC Representatives may review cleanliness of the work site, adherence to permits, water/silt/soil runoff and silt fencing as required, conformance to approved plans, adherence to acceptable construction practices and standards and appropriate on-site vehicle parking.

3.08 Deposits and Fees and New Construction

No Compliance and Damage Deposit is required to begin construction. Fines will be levied against the Member and/or the contractor for work performed without a required ACC permit. Fees, deposits, and fines may be changed from time to time without notice.

3.09 Return of Compliance and Damage Deposit

When all construction is completed, including landscaping and irrigation and a certified "As Built" survey is submitted with request of final inspect, ACC will conduct a final review. The Contractor's Compliance and Damage Deposit will be returned, less any outstanding fines or charges.

3.10 Fee for Renovations and Additions

OMITTED

3.11 Termination/Replacement of Contractor

ACC shall be given written notification of a decision by the Member / Applicant to terminate or replace a contractor during the construction phase. Before commencing construction, the new contractor must be approved by the ACC before construction commences.

4.0 Design Review Decisions

Upon receipt of a properly completed application, ACC will review the Member / Applicant's plans and specifications and render one of the following decisions in writing within 30 days:

- A. Approved
- B. Approved subject to conditions of attached changes
- C. Disapproved

The decisions of the ACC are final. You can appeal the ACC decision to the Board of Directors in writing within 30 days of the ACC decision. The board will meet and discuss and will provide their final decision.

4.1 Approval Expirations

Members / Applicants must begin construction within one hundred twenty (120) days of final ACC approval. Failure to do so may result in the revocation of all permits and loss of permit fees but only after written notification by ACC. In exceptional circumstances, extensions may be granted by ACC.

5.0 THE CONSTRUCTION PROCESS

5.01 Site preparation and drainage

5.01.1 Erosion Protection:

Contractor and Member / Applicant shall strictly adhere to all rules and regulations. Any apparent violation of such may be reported by the ACC Representative to the appropriate agency for handling. Contractors shall install reasonable measures to avoid any damage to other properties during the construction process. Silt, sand or dirt that migrates to road surfaces from the site during construction shall be cleaned daily. Sedimentation/soil erosion shall not be allowed to occur.

5.01.2 Road Cuts:

It is understood that if construction requires the Contractor to cut into, under, or across any Association road or right-of-way for any reason, the Contractor is completely responsible for repair satisfactory to ACC. Tunneling is the preferred method when providing access for waste drain fields, cable, water or utilities; however, if tunneling is not feasible a permit shall be required for all road cuts. Lifts of no more than 8 inches, fully tamped and smoothed shall be utilized to fill all cuts. If the cut settles within 12 months the Member shall be required to repair the roadway satisfactorily at his or

her expense. Driveway cuts within fifty (50) of the intersection of adjacent roads are not permitted without the prior express written consent of ACC.

5.02 Permitted Construction Hours

Construction hours shall be defined as:

- 7 AM to 7 PM, Monday through Friday
- 7 AM to 4 PM on Saturdays
- The use of heavy earthmoving equipment or noisy outside construction on Saturdays after 4:00 PM is prohibited. No construction or related activity is permitted on Sundays or Holidays.

Recognized Holidays Defined:

- New Years Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Christmas Day

5.03 Construction Site Maintenance

All sites must be maintained in a clean and orderly condition. Lot lines shall be marked off and all clearing debris removed before construction begins. Note: The Contractor to whom the access permit is issued is responsible for his own activities and those of all of his subcontractors.

5.03.2 All permits shall be properly displayed near the roadside.

A builder's sign, no larger than 2' x 3', must be posted when the Access Permit is granted and must be removed when the Certificate of Occupancy is issued. No Subcontractor signs are permitted. All Port-a-johns shall be sited well off roadways and near the construction space. Their doorways should not face streets or adjacent properties. They must be promptly removed from the site when work is completed.

5.03.3 Trash Disposal.

All construction sites shall have a dumpster or equal solid bottom trash container to hold construction residue including lunch trash, bottles and cans. Plywood "pens" are prohibited. The Contractor is responsible for policing the site at the end of every workday and maintaining dumpster contents to a reasonable level.

5.03.4 No Burning.

No open burning is permitted at any time. Burning and burying of debris is prohibited. Burning of construction debris shall be subject to a fine of \$200.00 for each violation.

5.03.5 Construction Parking.

Construction personnel must give due consideration to adjoining Member's property when parking. Parking should be on the lot where the construction is taking place whenever possible. Temporary parking is permitted on rights of way. At ACC's discretion, construction worker carpooling may be required.

5.03.6 Vehicle or Trailer Parking.

If a vehicle or trailer is left overnight, it shall be parked well off the roadway and must be removed when it is no longer required. Long-term parking (in excess of 72 hours) is prohibited without ACC approval.

5.03.7 Construction Materials

Upon completion of construction all excess materials shall be removed or stored out of sight. No construction materials may be delivered to a construction site until all permits are issued and not earlier than two weeks prior to the start of construction. No construction materials may be stored on vacant lots or street rights-of-way. All materials will be kept orderly, neat, and contained. Materials must be secured so as not to blow around in the wind.

5.03.08 Damage to adjacent property.

Contractors shall be responsible for the repair of any damage to adjacent property occurring during construction including, but not limited to, such things as disturbed easements or rights-of-way on adjacent/across the street areas caused by vehicle parking, street, sidewalk/walkway or curb damage and live tree/vegetation damage. Repair of disturbed right of ways shall be repaired to original or better condition to include the application of perennial grass seed of the same type as the surrounding grass.

5.04 Construction Site Violations

Failure to maintain sites as required may result in fines. See section 2.06 Enforcement, section 3.08 Deposits and Fees, and 3.09 Return of the Compliance Fee Deposit.

5.05 Construction Completion

Construction of house, driveway and sidewalks must be completed within twelve (12) months. If construction is not completed within twelve (12) months of commencement, fines may be levied.

5.05 Final Review

Upon completion of construction or project, the Member / Applicant shall submit a certified "As Built" Survey and written request for a Final Review. All exterior construction, landscaping and final site

work, including cleaning the lot of all construction material and debris, must be completed prior to ACC Final Review.

6.0 GENERAL DESIGN STANDARDS

6.0.1 Outdoor Features

The location materials, colors and other features of outdoor living areas, including, but not limited to porches, decks, patios, and terraces, will be reviewed by ACC. No outdoor feature shall be located outside the approved building envelope.

7.0 Fences

Fences will be limited in placement, height and must have specific design approval from the ACC before installation. Fences must meet setback requirements and may also be limited where adjacent to common areas and on sloping lots. The only fence designs allowed by the ACC are those as shown in Exhibit No.1. No fence, wall, hedge, or other dividing instrumentality may be erected or maintained on any Lot which is higher than sixty inches (60") in height. Fences must be at least five feet (5') from the property lot line. Notwithstanding all of the foregoing provisions of this paragraph, the ACC shall have the right to grant approval for such variations, waivers or exceptions to any or all of the above restrictions related to fences as it, in its sole discretion, shall deem proper.

8.0 Accessory Structures/ Utilities/Service Areas

Accessory structures including but not limited to playhouses, doghouses, dog runs, and sheds shall not be permitted without prior, written approval from ACC. All playground equipment and its placement must be pre-approved by ACC.

9.0 Decorative objects

Decorative objects such as sculptures, birdbaths, fountains, nameplates, and the like (i.e. yard art) must be approved by ACC. No antennas or satellite dishes may be installed without prior written approval from ACC. No towers are allowed. Clotheslines of any kind are not permitted. All flags and flagpoles must be approved by the ACC.

10.0 Container. Equipment.

All containers including garbage containers, AC compressors, mechanical equipment, etc. shall not be visible from common areas, streets, or adjoining properties as far as practical. If such appliances are visible, then appropriate height, depth, and width plantings shall be installed to screen these objects from common view and shall be approved by the ACC.

11.0 Exterior Lighting.

All exterior lighting on a lot, including without limitation landscape lighting, must receive prior approval of the ACC. Said lighting on each lot shall be constructed and maintained to provide such illumination as is necessary for that lot only. Lighting shall be installed or directed to avoid glare and excessive spillage on adjacent properties or streets. If any exterior light is considered objectionable, the owner of the Lot on which the same is located will immediately remove the said light or have it shielded in such a manner that it is no longer objectionable.

12.0 Private Swimming Pools

ACC will review swimming pool applications on an individual basis and will consider lot size, professional design, layout, location, and landscape screening. Approval of a swimming pool request conveys no liability to ROFDHOA and cannot be construed to imply expression of any opinion with respect to safety. The Member recognizes that a private swimming pool carries significant liability, and that the Member exclusively bears all risks incurred. Safety fencing must be included with all swimming pools. The fencing must meet all North Carolina and Nash County standards. All North Carolina and Nash County rules and regulations must be followed, and a final Nash County inspection must be performed prior to the pool being filled and used. Under no circumstances may the pool be filled with water prior to the installation of appropriate safety fencing.

13.0 Banners and Signs

No banners or signs of any type, including real estate signs may be displayed without the written approval of the ACC.

13.0.1 Political Signs

North Carolina General Statute § 47F-3-121 allows the association to prohibit the display of political signs earlier than 45 days before the day of the election and later than seven days after an election day. Members are allowed to place a maximum of 2 signs no larger than 24 inches by 24 inches on their property. For the purposes of this subdivision, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. It is prohibited to place signs on common areas, easements, rights-of-way, or other areas owned by others. Signs may be placed no earlier than 45 days before the election and must be removed no later than 7 days after an election.

14.0 Holiday Decorations

Exterior Christmas decorations allowed are white lights in windows and along roofline, and wreaths or bows on windows and doors. Exterior holiday lights may be illuminated from 6 am until 11 pm and may be placed on the residence no earlier than thirty (30) days before Christmas and must be removed within thirty (30) days after Christmas. Luminary bags along driveways are permitted.

Exterior decorations for all other holidays and for Halloween may be placed on the residence and on the lot no earlier than two (2) weeks prior thereto and must be removed within one (1) week thereafter. Any decoration that meets the above guidelines but also produces sound must be specifically approved by the ACC.

No inflatable lawn decorations or other holiday yard art are allowed without specific approval of the ACC. No multi-colored lights are permitted. No decorations that make noise are permitted. One white candle-style light per window is permitted and may be displayed year-round. Roof anchored lights and decorations are not permitted. Exterior lighting strands should not exceed 200 feet. Tasteful arrangements of hay bales, dried corn stalks, pumpkins and gourds are permitted during the fall.