

A
Home Owners Guide
To
The Sunset Ridge
Home Owners Associations
Revision 2.0

Introduction and Purpose;

The purpose of this document is to assist you in understanding the role that the Home Owners Associations (HOA) has in our community and your responsibilities as a homeowner to assist the community at large to maintain the quality, look and feel of the community.

The Homeowners Guide Revision 2.0 upgrades Revision 1.0 and contains: the communities new HOA structure, ARC rules as of publishing date, and has been combined with the Community Rules Document.

The Homeowners Guide Revision 2.0 Document is a legal binding document.

All homeowners during the purchase closing transaction of each property, signed a document, acknowledging that they will follow all rules outlined in the provided By Laws, Master Agreements, and Covenants of the collective Sunset Ridge (SSR) HOA's. Those signed documents are the legal framework that enable the HOA to act on your behalf and on the behalf of the community at large.

All By Laws, Agreements, and Covenants can be accessed and downloaded from the HOA Website under Resident Info/ Documents.

<http://sunsetridgeoibhoa.com>

The intent of this guide is to raise your awareness of community rules, assist you in the pursuit of enhancing your home, and help you to utilize the Common Grounds and property within the guidelines and framework of the HOA.

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HOA Guiding Legal Documents

There are Nine (9) documents found on the website that provide all the rules, guidelines, applicable laws, with amendments made over time. They can be found on the HOA Website in the Resident Info / Documents section as well as the Premier management Portals.

<http://sunsetridgeoibhoa.com>

- 1. Master By Laws; Simple interpretation is this document is the "Roberts Rules" for the body known as the Sunset Ridge HOA and for the property owner's engagement with the Sunset Ridge HOA body.**
- 2. Sunset Ridge Master Declarations; Simple interpretation is that this document establishes the rights and rules for both the SSR Master HOA and the property owners. This document provides the basis for the SSR Master HOA to manage the collective property and assess a fee for the maintenance of the common property utilized by all residents of Sunset Ridge. This document is the operating playbook of the Association and being a public document, transparently shows how things are to operate as well as what rules are set forth for the community members.**
- 3. Patio By Laws; Simple interpretation is that this document is the "Roberts Rules" for the body known as the Sunset Ridge Patio HOA and for the property owner's engagement with the Sunset Ridge Patio HOA body.**
- 4. Covenants for Patio Homes; Simple interpretation is that this document establishes the Patio Homes as a specific entity within the development. The Covenant allows the SSR Patio HOA to establish landscape services and to assess/collect separate fees for providing landscape maintenance services.**

An Amendment to this section provides for the "Cottages" section of the development which Bill Clark Homes (BCH's) purchased from another developer partially completed. The "Cottages" were annexed in as part of the Master Association (as required by law). The amendment allows for property owners to maintain their own landscaping services individually. The "Cottages" as part of the Master Association are assessed common area property maintenance fees.

Cottage Homes are located on Frisking Lane, Neptuno Court, Ark Royal Court, and Sevilleen Lane, bounded by Jasardeux Court to Neptuno Court.

- 5. Villas By Laws; Simple interpretation is that this document is the "Roberts Rules" for the body known as the Sunset Ridge Villas HOA and for the property owner's engagement with the Villas HOA body**
- 6. Covenant for Villas; Simple interpretation is that this document establishes the Townhomes as a specific entity within the development. This entity allows the Villas HOA to establish the rules specific to the Townhomes and to assess separate fees for services specific to them, such as required insurances and maintenance reserve fees for shared upkeep.**
- 7. By laws for Paired Villas; Simple interpretation is that this document is the "Roberts Rules" for the body known as the Sunset Ridge Paired Villas HOA and for the property owner's engagement with the Paired Villas HOA body**
- 8. Covenant for Paired Villas. Simple interpretation is that this document establishes the Paired Villas as a specific entity within the development. This entity allows the Paired Villas HOA to establish the rules specific to the Paired Villas and to assess**

separate fees for services specific to them, such as required insurances and maintenance reserve fees for shared upkeep

Chart for Document Applicability and Fee Assessment

	Patio Homes	"Cottages"	Townhomes	Paired Villas
Master Declarations	X	X	X	X
Master By Laws	X	X	X	X
Patio By Laws	X			
Covenant for Patio Homes	X			
Villas By Laws			X	
Covenant for Villas			X	
Paired Villas By Laws				X
Covenant for Paired Villas				X
Homeowners Guide Rev2.0	X	X	X	X

No Annual Fees are associated with Homeowners Guide Rev2.0

HOA Mission

The Sunset Ridge Master, Patio, Villas, and Duplex Homeowners Associations mission are to work in good faith, independently and collectively, on behalf of all homeowners to ensure that the community is maintained to standards consistent with its vision, creation, and commonly shared lifestyle expectations.

HOA Key Duties

- 1. Maintain in good order; the Common Grounds, Patio Home Grounds, Villas, Duplex grounds, and Common Facilities.**
- 2. Provide sound financial, legal, and leadership guidance for the community within the boundaries of the HOA legal structure.**
- 3. Manage the Architectural Review Committee.**
- 4. Manage the Communications Committee.**
- 5. Structure committees to support the duties above and to support Community Social Activities.**
- 6. Create and manage budgets to support all of the above within the laws pertaining to a North Carolina Not For-Profit Tax-Exempt Organization.**

HOA Organization

The Sunset Ridge Community contains Four (4) Homeowner Associations;

- 1. SSR Master Association**
- 2. SSR Patio Association**
- 3. SSR Villas Association**
- 4. SSR Paired Villas Association**

Structure and Responsibilities of each Association:

- 1. The SSR Master Association is the Umbrella Association for the Patio Home, Villas, Paired Villas, and annexed “Cottages” within its structure. Per the Master By laws; a Board of Directors numbering five (5) are elected by the entire community. The Master Association provides Management Duties for the Association, on behalf of the property owners in the subdivision. Committees, community volunteers, Management Company, external paid resources, and systems serve each and every homeowner. Every homeowner is bound by the legal documents of the Master Association. Annual Dues are assessed to provide Common Ground, Common Facilities, Legal, Financial, and Management functions.**

Committees listed below serve all Homeowners. These committees reside within the Master Association structure and legal framework:

- a) Architectural Review Committee**
- b) Clubhouse & Pool Committee**
- c) Social Committee**
- d) Communications Committee**

These Committees charters, members, and meeting schedule/minutes can be found on the Sunset Ridge HOA Website.

<http://sunsetridgeoibhoa.com>

- 2. SSR Patio Homeowners Association is a sub association of the SSR Master Association. Per the Patio By laws; a Board of Directors numbering five (5) are elected by the Patio community. Patio Home homeowners receive the benefits/services of a Patio community wide Landscape service. Each Patio homeowner is bound by the legal documents of the Master Association and the Patio Association. Patio annual Dues are assessed to provide all Management functions associated with providing the Patio homes with landscaping services, and the operation of the Board.**

- 3. SSR Villas Homeowners Association is a sub association of the SSR Master Association. Per the Villas By laws; a Board of Directors numbering five (5) are elected by the Villas community. Villa's homeowners receive the benefits/services of the management of shared cost maintenance of the buildings and the Parking Lot/Road. Each Villa homeowner is bound by the legal documents of the Master Association and the Villas Association. Villas annual Dues are assessed to provide all Management functions associated with providing the Villas homes with shared cost services (maintenance, repairs, insurance, etc.), and the operation of the Board.**

- 4. SSR Paired Villas Homeowners Association a sub association of the SSR Master Association. Per the Paired Villas By laws; a Board of Directors numbering five (5) are elected by the Paired Villas community. Paired Villas homeowners receive the benefits/services of the management of the shared cost services (maintenance, repairs, insurance, etc.). Each Paired Villas**

homeowner is bound by the legal documents of the Master Association and the Paired Villas Association. Paired Villas annual Dues are assessed to provide all Management functions associated with providing the Paired Villas homes with shared cost services, and the operation of the Board.

Community Rules

The Sunset Ridge HOA establishes Community Rules that are Documented within the By Laws, Master Declarations with Amendments, and Covenants. In addition, rules exist for Common Ground use and home enhancements as published under the charters of the Pool, Communications, and ARC Committee's. Premier Management Company under the employ of the HOA enforces the compliance to rules as outlined. The rules for Homeowners can be found in the Master Declarations Article XI; Sections 1 to 25. The Community rules have been established to;

- 1. Enhance and Protect the Quality of Life of the Community**
- 2. Enhance and Protect Property Values**
- 3. Provide a Reasonable Standard of Community Aesthetic Uniformity**
- 4. Provide a Safe Environment for the Use of Common Property**

This guide will cover the more pertinent rules but Homeowners should take the time to read and understand all of the rules and the Legal Documents that were signed at the time of your home closing. Below are the 25 Master Use Restrictions that Umbrella the entire community;

Section I. Business Use Prohibited. No trade, business, profession, garage sale, moving sale, rummage sale or other type of commercial activity shall be carried on within any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; (d) Vehicles with business signage or artwork must be parked in the garage or signage removed while parked on the Unit; (e) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or

offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. Leasing of Units for residential purposes is not considered a "business" or "trade" with this Section. No signage is permitted for commercial or advertising purposes. Community Garage Sales may be conducted with the approval of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or, (c) a license is required.

This section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development or sale of Properties or the use of any Units which it owns within the Property.

Section 2. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence, nor shall any such structure be used for any other purpose. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units. Temporary party tents or sun covers for events may be used so long as the temporary party tents or sun covers are confined to the Owner's Lot, sun covers are removed by the end of the day of use, party tents are removed in a reasonable time to be determined by the Board, and prior Board approval is obtained prior to erecting party tents larger than 15 feet x 15 feet.

Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the landscaping, exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.

Section 4. Storage: Clothes Hanging. No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view. Owners shall take all reasonable protections to ensure safety while using fire pits, including taking reasonable efforts to minimize smoke and extinguish fire at the end of use.

Section 6. Lawns. Each Lot shall be maintained in a neat condition by the Owner thereof or, as appropriate, the Association or a Sub association. In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. All Lots upon

which a Unit or Dwelling has been constructed ("Improved Lots") must have grass lawns; no gravel or similar type lawns are permitted. For Improved Lots, "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on a Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "Neat" shall require that the Lot is maintained in a sightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of other Lots within the Subdivision.

Section 7. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association or the appropriate Sub association or the Declarant, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association, Sub association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets as defined by HUD may be kept, provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a physical leash when outside the Owner's Lot, and shall be controlled by a physical leash, electronic wired leash or electronic wireless leash while on Owner's Lot. The Owner shall be responsible for immediately cleaning all droppings from their animals on Common Areas and on Lots owned by other Owners and must remove the droppings from the Owner's own Lot in a reasonable time so as not cause a nuisance to neighboring Lots. The Board of Directors of the Association shall have the right to expel animals from the community for the Owners continuing violation(s) of the governing documents. The Board shall also have the right to expel dogs from the community for excessive barking which in the Board's opinion is a nuisance to other Owners.

Section 9. Lot Level Appearance and Signs. The Association may develop uniform self standing signs, attached dwelling signs, and landscape yard art standards to which all Owners must adhere. The ARC has the sole discretion to determine the quantity of Lot Elevations additions for each individual Dwelling. No signs shall be displayed in or on the Common Area without the prior written consent of the Association. All Lot Elevation appearance changes, permanent or temporary, must be approved by the ARC through the ARC process pursuant to Article VIII herein for location, size, style, content color and quantity prior to any installation. Notwithstanding the foregoing, Declarant and with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the

right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties. No self-standing signs shall be displayed on any Lot or on or within any improvement so as to be visible from the exterior of the improvement with the exception of: (1) one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election; (2) one sign with "Family Name and/or address" contained; (3) one sign indicating a current utilized security system is installed in the Dwelling. Sign must be supplied by the service provider; (4) one temporary sign indicating a contractor is performing work on the Lot provided that such contractor sign is displayed for a maximum of thirty (30) days in total and must be removed within seven (7) days after completion of work; and (5) one temporary "House for Sale" sign affixed on the inside of a Dwelling window visible on the front elevation of the Dwelling.

Section 10. Water Retention Areas. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall maintain any portion of that Owner's Lot lying within a retention area, drainage easement or drainage swale area in compliance with the Permit and free of debris but shall not remove any wetlands species or do anything within a jurisdictional wetland as determined by a jurisdictional determination by State or Federal agencies unless approved by such agency or do anything that would adversely affect water quality within the water retention area, drainage easement or drainage swale area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas unless specifically approved by the ARC. Swimming, bathing, and boating in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

Section 11. Vehicles. Boats and Trailers. No vehicle of any kind shall be parked on any Lot except on a paved parking surface or driveway or within a garage. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no boat and no trailer may be parked within the Properties, unless kept inside a garage and concealed from public view. Licensed and registered recreational boats and campers, for a period of no more than seventy- two (72) hours, may be parked in a driveway in public view for the purpose of: preparation for use, preparation for storage, or for cleaning only in adherence to aforementioned Article XI, Section 5 of the Master Declarations. No parked vehicle shall be covered by a "car cover" or other similar covering unless parked inside a garage and concealed from public view. The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Properties or kept on any Lot in violation of this section, at the owner's expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this Section. For the purpose of the preceding

sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less.

Section 12. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant, Association or the ARC. The design, materials and placement of all walls, fences and hedges shall be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section I, of this Declaration.

Section 13. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, , or other devices of any type for the reception or transmission of radio broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

An antenna permissible pursuant to rules adopted by the Association may be installed only if it is approved by the Association pursuant to Article VIII hereof.

Section 14. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 15. Leased Units. An Owner may lease or sublet his Unit; provided, however, that any lease or sublease must be for at least six (6) months, in writing and contain the following provision:

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community, recorded in the applicable public registry for Brunswick County, North Carolina. Tenant acknowledges that he has received of a copy such Declaration-and the rules and regulations of the Association and is familiar with the provisions of same." If an Owner fails to include said provision in any lease or sublease, it shall be conclusively deemed to be included and part of said lease or sublease. Owner shall furnish the Association a copy of any leases or subleases of his Unit.

Section 16. Minimum Size of Dwellings. Unless otherwise authorized by Declarant, all condominium units and townhome units shall have a minimum 1100 square feet of enclosed dwelling area and all other Dwellings constructed on any Lot shall have a minimum of 1400 square feet of enclosed dwelling area. The term "enclosed

dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling, provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 17. Attached Garages. All Units constructed within the Properties shall contain an enclosed garage that is permanently attached to and part of the Unit and such garage shall be large enough to accommodate at least one automobile. Garage doors shall remain closed at all times except for Reasonable Utilization. Reasonable Utilization as used here means personal project use, personal hobby use, or sheltered sitting, and as otherwise determined by the Board. Privacy super screens may be used to meet the Association's requirement the garage doors remain closed; however, the style and color of privacy super screens must be approved by the ARC prior to installation.

Section 18. Seasonal or Holiday Decorations. Holiday decorations (e.g., lights, flags, decorations, music) can be displayed no earlier than thirty (30) days prior to a holiday and must be removed no later than twenty (20) days after the holiday. The Association maintains the right to determine and have the Homeowner remove oversized objects that pose a safety issue. Music or Sound effects must comply with Governmental law in force. Themed lighting and display in support of nationally recognized organizations and associated causes are permissible. The lighting and or displays shall be limited to the month designated by the organization. The Association reserves the right to determine the list of acceptable organizations but includes military, police, EMTs, fire, and cancer awareness. Any others must be approved by the ARC process.

Section 19. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations to restrictions in Article XI in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that certain Lot only.

Section 20. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material, unless otherwise approved by the ARC.

Section 21. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white or non-frosted lights or bulbs, except that the ARC may approve colored landscape lights and/or tree lights which are not visible from the front elevation or roadway, and may approve a limited number of yellow bug lights on the front elevation. Any light fixture improvements to dwellings and/or Lots, lamp wattage and placement shall be approved by the ARC.

Section 22. Service Utilities, Fuel Tanks, Wood Piles, Trash. All service utilities, fuel tanks, wood piles and trash and garbage containers are to be enclosed within a fence, wall or plant screen of a type and size approved by the Declarant or the ARC, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 23. Curbside Maintenance. Each Owner shall have a duty and obligation to maintain the roadside curbing along the front of their Lot, and in the case of comer lots, along the side abutting roadways, in the same condition as originally installed by the Declarant. In the event any Owner shall fail to do so, then the provisions set out in Article XI, Section 7 dealing with failure to maintain shall apply. Provided, however, that if the Declarant still owns property in the Subdivision, whether a developed lot or lots, or a tract or tracts of land for future development, the Declarant shall have the option of repairing or replacing damaged curbing to its original condition, and the cost of such repairs or replacement shall constitute a lien in favor of the Declarant against the lot adjacent to where the repairs or replacements were effected.

Section 24. Flags. Subject to Section 47F-3-121, the design, materials and location of all flags, flag poles, flag staffs, shall be approved by the ARC prior to installation or display pursuant to the approval requirements of Article VIII, Section 1, of this Declaration with the exception of the following, which do not need ARC pre-approval:

- (1) official US Branch of Service Flags which may be flown in addition to the official flag of the United States of America without ARC approval of those flags. Location of flagpoles and flag staffs must be approved through the ARC and
- (2) up to four (4) small landscape garden flags stands and flags visible within the front elevation landscaping. The garden flags shall not be political in nature and shall not contain offensive language or images. The Board maintains the right to determine if a garden flag is political or offensive.

Section 25. Right of ways. If any Owner places any improvement or structure in the right-of-way, then if requested by the North Carolina Department of Transportation or another governmental regulatory agency, the Declarant or the Association shall have the right to remove such improvement or structure even if ARC had approved installation of such improvement. against the lot adjacent to where the repairs or replacements were effected.

RULES AND REGULATIONS GOVERNING COMMON AREAS

- **It is the responsibility of all owners to pick up and dispose of pet waste in a designated trash receptacle. This applies to all common areas. The Association reserves the right to fine up to \$100 per occurrence.**

- **Owners of an animal shall keep the animal on their property or under restraint at all times as deemed appropriate by Brunswick County local ordinances.**

- **Littering, or improper disposal of any substance, item or thing is prohibited on common area. Please use a designated trash receptacle.**

- **Vehicles are not to be parked overnight at the clubhouse parking lot without express permission from the Board of Directors/Management ahead of time.**

- **The dumpster at the clubhouse is for clubhouse/pool related general trash ONLY. Owners are no longer permitted to place general trash into this dumpster due to various concerns.**

- **Swimming, Bathing, or Boating in any storm water facility such as the ponds is prohibited. Fishing is allowed with the following conditions:**
 - **Fishing only allowed in “large Pond” off of Ascension Drive**
 - **Catch & release only with barbless hooks**
 - **Fishing is allowed between dawn and dusk**

- **Please DO NOT Cast within 100 feet of the fountains or any area where water or electrical utilities are in view. Fishing line can get caught in the impellers and damage the fountains.**
- **No bottom fishing is allowed, hooks can pull up utilities that lie in the pond. Fishing with bait or artificial lures suspended below a Bobber is allowable. Fishing with artificial lures not intended to drag the bottom is allowable.**
- **Please do not walk on private property to access the pond.**
- **Owners may not alter, construct upon, or landscape on Common Ground.**
- **Owners should not encroach on Common landscape bed/planting areas so as to allow the plantings to grow healthy.**

If damaged or broken community assets are observed please contact Premier Management Company at 910-679-3012, x3 or email at: Maintenance@PremierManagementNC.com

Architectural Review Committee (ARC)

ARC Mission

The Architectural Review Committee Charter is to preserve and enhance the value as well as the harmony of properties within the Sunset Ridge Association. The ARC will Review Individual Homeowners Request for Architectural Property Changes to Ensure Requested Changes are consistent with Community Architecture, Community Guidelines, Community Uniformity, and are Community Cost Neutral.

To Achieve this Mission and Harmony, it is the responsibility of every homeowner to know and abide by the rules and regulations of the current covenants, declarations, and amendments of the community.

Master Declarations Article 8

The Declarant and, after the Declarant no longer owns any Lot or Unit within the Properties, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Neither the Declarant, the Association, the Board of Directors, the ARC, nor any member or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 3. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

ARC Key Duties

- 1. Ensure a clear process for Homeowner change submission is in place along with clear process Guidelines**
- 2. Provide feedback in a timely manner as outlined or defined by the change submission process**
- 3. Render submission decisions based upon the criteria stated in the ARC Mission Statement**
- 4. Assist Homeowners in the process**

ARC Process

The process begins with a homeowner deciding to change the exterior look of their property. To do so you must submit an ARC Request form filled out in its entirety and provide as much documentation as possible to assist the ARC/Board with their decision process.

Documentation Required:

- 1. ARC Request form completed and signed with a detailed description and drawing of the planned project.**

- 2. Sample cuts of the material intended for the project, fencing, landscaping, landscape bed edging, shutters, doors, windows, etc.**
- 3. A copy of your plot plan, marked by the homeowner indicating all areas the intended project will be implemented. Include all necessary dimensions on either the plot plan and/ or in a detailed description with drawing.**
- 4. Built Upon Area (BUA) (Impervious Material Added) estimated as part of the ARC Submission.**
- 5. Any further documentation that you feel will help the Board understand your request.**
- 6. A Variance request (standard ARC application + cover letter noting why a variance is needed due to hardship) if the project does not conform with current ARC rules or standards.**
- 7. Send the ARC Request documents to the management company. The email address is (arc.premiermanagementnc.com). The Management Company will log the request, distribute to the ARC members, contact homeowners with ARC committee questions, and notify homeowner of final request decision. An electronic file will be maintained of all ARC final transactions for each homeowner.**

Once approval has been received the homeowner may proceed with the project. The entire process can take up to 60 days from original submission therefore homeowners should plan accordingly when working with contractors.

Most ARC requests are approved with conditions. It is the responsibility of the homeowner to ensure all conditions are met. These conditions protect the homeowner and the community who may be impacted by the improvement.

Some ARC request responses may contain a condition requiring the homeowner to provide specific validation that the project was installed to the designated conditions. This may be satisfied through;

- **An inspection performed by a member of the ARC committee**
- **Agreed to photographic proof.**

Failure to comply with project validation will cause the homeowner to enter the Compliance Violation process overseen by the Management Company and the HOA Master Board.

If the project is denied; the homeowner will be notified as to why and you may take the actions below.

- 1. Resubmit the ARC request with changes to the existing project.**
- 2. If a homeowner wishes to appeal a decision, they may do so with a written request to the ARC Chairperson. The ARC Chairperson will set up a meeting with the Homeowner to discuss the appeal. The ARC Committee will then discuss and render a second ruling.**
- 3. If a homeowner project receives a second denial from the ARC committee, the homeowner may appeal the decision with a written request to the Master Board.**

All the above actions restart the 60-day timing element of the process.

ARC Guidelines

The ARC Guidelines provide a more detailed look at the rules for Improvements dependent upon which HOA the residence is located within. The Guidelines are subject to change by the Governing Board of the residence to allow for:

- New types of requests due to market offerings and technology changes.**
- Community ratified New Requests deemed to fit the “look and feel” of the Community.**
- Alignment to Government Statute/law requirements.**

There are four (4) ARC Guidelines;

- 1. Master Guidelines; these apply to all homeowners in the development and is the umbrella document for all HOA’s.**
- 2. Paired Villas Addendum; these guidelines are an addition to the Master Guidelines specific to the Paired Villas HOA.**
- 3. Villas Addendum; these guidelines are an addition to the Master Guidelines specific to the Villas HOA.**
- 4. Annex Homes - AKA the “Cottages”; these guidelines are an addition to the Master Guidelines specific to the Cottages which reside under the Master HOA.**

The latest revisions of the Guidelines can be found at the SSR website in PDF downloadable form.

<http://sunsetridgeoibhoa.com>

Any update to the guidelines will be communicated to the community at large with a new revision number noted.

Pool and Clubhouse Utilization

The Pool and Clubhouse are Community Shared Common Ground Properties. They are currently jointly managed by the Pool and Social Committees. The Social Committee schedules utilization for community activities, manages private reservations, and provides event maintenance oversight. The Pool Committee provides Pool, Exercise room, and Clubhouse general maintenance oversight.

The Pool has a maximum number of 53 people allowed in the Pool at any one time. This and other Pool rules can be found in the appendix section at the end of this document.

The Clubhouse has a maximum occupation number of 66 people at any one time as declared by the Fire Marshall consistent with the buildings size. The Clubhouse can be utilized at no charge by homeowners providing;

- 1. The event and or club is open to the entire community**
- 2. Standard use of exercise room, rest rooms, and facility is open to other members of the community.**

Homeowners wishing to utilize the clubhouse for a private function may do so by contacting the Social Committee Chair for availability, rules, and pricing.

The Pool and Clubhouse are Maintained through HOA Dues and are there for use of the Community Stakeholders whom pay those dues. All Homeowners are welcome to invite visiting guests to utilize the facilities. Homeowners should ensure that guests understand and comply with all rules and recognize that if occupation of the facilities exceeds the maximum; property owner's rights to usage comes ahead of guests whom may be asked to leave.

The Pool Rules and Clubhouse Rental Form can be found on the HOA website in the Resident Info / documents Section;
<http://sunsetridgeoibhoa.com>

Community Communications

All Community Communications are managed in two Locations:

1. By the Communication Committee utilizing the HOA Website:
<http://sunsetridgeoibhoa.com>

- a. ***If you HAVE NOT yet registered***, please contact the Communications Committee (sunsetridgeoibhoa@gmail.com) for assistance and one of the committee members will guide you. The website is regularly updated, and it is the prime communication tool for community activities, HOA committee meeting minutes, and key document retention/update.
- b. ***If you HAVE ALREADY registered***, please make sure we have your latest contact info, especially your email, so that you can receive all community bulletins. ***It is up to you*** to inform us and Premier of any changes to your contact info.
- c. In addition to key information and documents for the Homeowners, the HOA website has many other facets including community event calendars, local links, HOA Committees & meeting minutes, charities, and volunteering info, lost & found, photo galleries, contractor recommendations, classifieds, and many other helpful areas of interest.

2. By Premier Management via Email Addresses Provided to them by Homeowners. Homeowners can find the Premier Owner Info Form in the Documents section of the HOA

Website. It is highly recommended that Homeowners fill out and return this form.

Emergency Communications regarding Weather and Home Preparedness comes from Premier Management.