

COPPER RIDGE

HOMEOWNERS ASSOCIATION, INC.

Summary of Covenants,
Adopted Board Policies and Rules, &
Architectural Review Committee
Procedures

April 2011

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1.0 Introduction

Any community of people must have rules and regulations to live by. This becomes especially important in a community where we live so close to one another as in Copper Ridge. When buying your home, you agreed to abide by many requirements contained in the *Declaration of Covenants, Conditions, and Restrictions for Copper Ridge* (hereafter called the *Declaration*). Included are many prohibited activities and actions and some required actions that cannot be changed without a vote of the homeowners. The Board of Directors of the Homeowners Association has no authority to grant waivers in such cases. Also included are some areas where the Board may make additional rules, changeable by the Board, and some actions that require specific approval of the Board or its Architectural Review Committee in each case. It is the responsibility of each homeowner to comply with the rules, and where appropriate to seek approval of the Board or Architectural Review Committee.

It is the desire of the Board not to burden either the homeowners or Board with excessive administrative paperwork and procedures and to provide a reasonable degree of flexibility in non-permanent exterior decoration. The Board does not intend to actively police the community for violations of all rules. The Board will concentrate active enforcement on matters of obvious gross violation causing clear problems, violations of rules created by the Board, and significant permanent changes to the grounds or exterior of buildings. The Board must and will consider, interpret and enforce any rule when a complaint is made by any homeowner. Anyone violating any rule or failing to obtain approval where required must consider and recognize the risk that the rule will be enforced and that unapproved changes to structures or grounds may have to be removed. All homeowners should become familiar with the rules of the community.

This document provides a summary of the rules in the *Declaration* including prohibitions and responsibilities of homeowners, procedures for obtaining approval for modifications to the grounds and building exteriors, and a summary of current rules and policies adopted by the Board. An **INDEX** is provided at the end to make it easier to find rules related to specific topics.

2.0 Summary of *Declaration of Covenants, Conditions, and Restrictions for Copper Ridge*

This section is a summary of rules in the *Declaration*. Included are listings of homeowner responsibilities, various specific prohibitions, dues and assessments, responsibilities of the Association, actions requiring Board approval, and procedures for amendment of the *Declaration*. In the event of any discrepancies between what is contained in this section and in the *Declaration*, the *Declaration* is the ruling document. Page references to the *Declaration* are provided. References are also made to Rules adopted by the Board.

2.1 Responsibilities of Homeowners as stated in the *Declaration*.

All homeowners are required to do the following:

2.1.1. Maintain the interior and exterior of the Dwelling Unit including all appliances and utilities in a safe condition, permit no unsafe or unsanitary conditions, and comply with all governmental regulations applicable to the home. (Page 13)

- 2.1.2. Keep garbage and trash stored in proper containers either inside the Dwelling Unit or screened from public view if outdoors except on garbage collection days. (Page 14) See also Rules 4.9.
- 2.1.3. Have all pets properly registered and or inoculated as required by law. (Page 14)
- 2.1.4. In the event any pet accidentally defecates in a common area, owners must clean up immediately. (Page 14) See also 2.2.9 and Rules 4.4.
- 2.1.5. Keep all decks, patios, and porches in a clean, neat and orderly condition at all times. (Page 14) See also 2.2.10 and Rules 4.12 and 4.18.
- 2.1.6. Locate any antenna, aerial, or satellite dish only in the portion of the lot that is least visible from public view. (Page 17) See also 2.2.18 and Rules 4.1.
- 2.1.7. Maintain public liability insurance of minimum \$100,000, and hazard insurance for fire and other insurable hazards for at least 100% of full insurable replacement value. (The requirement that the Homeowners Association be named as an additional insured is not enforceable.) (Page 36)
- 2.1.8. When any damage occurs, it must be repaired promptly in accordance with the plans and specifications for original construction. (Page 37) The owner is required to do this at their own expense if the Mortgagee retains the insurance proceeds and does not allow them to be used for reconstruction unless the Association agrees that the lot can be restored to its natural condition, in which case the Owner is required to pay the cost of doing so and the cost of providing integrity of adjacent dwelling units. (Page 38-39)
- 2.1.9. Maintain any part of the yard that has been altered from its original plantings. (Page 39) See also Rules 4.16 and 4.17.
- 2.1.10. Provide all maintenance of the Dwelling Unit. (Page 40) See also Rules 4.5.
- 2.1.11. Share the cost of repair of any shared party walls (Page 41) and provide certification when requested by neighbors that no contribution is due for such. (Page 42)
- 2.1.12. Recognize easements of other owners as required for repair of party walls, utilities, and drainage. (Page 42)

2.2 Actions, Activities, and Structures specifically prohibited in the *Declaration*

The following are clearly prohibited by the Declaration. The Board of the Copper Ridge Homeowners Association has no authority to waive any of these rules.

- 2.2.1. Construction of any extra stories beyond initial construction or any additions that violate setback requirements. (Page 10)
- 2.2.2. Any multifamily occupancy on a single lot, but up to four unrelated persons in a single unit qualifies as "single-family" in accordance with Raleigh regulations. (Page 12)
- 2.2.3. Business usage that creates "regular" customer or client traffic to and from a dwelling, business usage other than as a "home office," and business signs, logos, symbols or nameplates of any kind. (Pages 12-13) See also Rules 4.10.
- 2.2.4. Activities that are noxious, or offensive, or which may become an embarrassment, discomfort, annoyance, or nuisance to, or which may endanger the health or safety of any owner, tenant, or guest. (Page 13)

- 2.2.5. Noise and disorderly conduct including but not limited to shouting, singing, playing musical instruments, radio, stereo, or television in a manner that unreasonably disturbs any other owner. (Page 13)
- 2.2.6. Alterations or materials stored on the property that increase the risk of fire, conflict with fire laws or regulations, or increase the insurance premiums of the Association. (Page 13)
- 2.2.7. Deliberately or negligently destroying, defacing, damaging, or removing any part of a home or the common areas or knowingly permitting any person to do so. (Page 13)
- 2.2.8. Animals other than a reasonable number of common household pets such as cats and dogs which are not savage or dangerous and are not kept for breeding or other commercial purposes. (Page 14)
- 2.2.9. Allowing pets to defecate in any common area or urinate on any shrubbery. (Page 14) See also 2.14 and Rules 4.4.
- 2.2.10. On any porch, patio, or deck (Page 14) See also 2.1.5 and Rules 4.12, 4.18.
- a. Installing any indoor-outdoor carpeting, hot tub, or other pool
 - b. Furniture that is not appropriate outdoor furniture maintained in a neat, tidy, and good condition.
 - c. Storage of garbage overnight.
 - d. Drying of laundry or hanging of towels, blankets, sheets, or banners on railings.
 - e. Storage of any personal property (such as bicycles, lawn care equipment, or recreational equipment) other than appropriate furniture and cooking grill.
- 2.2.11. Storage of personal property in common areas or obstructing the entrances, sidewalks, streets, driveways, parking areas and other facilities in the Common Area in any way. (Page 15)
- 2.2.12. Fences or outdoor walls of any kind other than those provided by the builder prior to initial sale. (Page 15, Fence also Page 9)
- 2.2.13. Clotheslines (Page 15)
- 2.2.14. Keeping, storing, or parking overnight on any lot or common area of any house trailer, mobile home, school bus, truck or commercial vehicle more than $\frac{3}{4}$ ton capacity or having ladder or pipe or similar racks or utility beds, boat or boat trailer, motor home, camper, commercial van, junked or wrecked vehicle, or vehicle on blocks, with the exception that temporary non-recurring parking of any non-commercial vehicles, boat or trailer on a street is permitted for up to 48 hours provided such does not obstruct or interfere with ingress or egress of others. (Pages 15-16) See also Rules 4.13.
- 2.2.15. Leasing for a period of less than 6 months. (Page 16)
- 2.2.16. Significant automobile repair. (Page 16)
- 2.2.17. Window air conditioners (Page 17)

2.2.18. Antennas, aerials, satellite dishes or other receptive devices with a diameter or diagonal dimension greater than one meter. (Page 17) See also 2.1.6 and Rules 4.1.

2.2.19. Enclosure or refurbishment of a garage for use as a living space. (Page 17)

2.3 Dues and Assessments

2.3.1. The Board may authorize special assessments of up to \$60 per year, or emergency assessments of not more than \$30 per year. (Page 30)

2.3.2. The initial annual dues are set at \$1200 per year. (Page 34)

2.3.3. The Board is authorized to raise the annual dues by not more than 5% per year. (Page 34)

2.3.4. Increases of more than 5% in annual dues or special assessments more than \$60 per year require approval by a 2/3 majority of the members voting at a duly called meeting with a quorum present. (Page 34) A quorum for the first meeting called to consider such increase is at least 50% of the votes represented. If such quorum is not achieved, a second meeting may be called within 50 days, and the quorum at that meeting will be at least 25% of the votes represented. (Page 31)

2.3.5. The Board may impose Special Individual Assessments for particular lots, immediately due and payable, consisting of any fines, any liquidated damages or expenses (including attorneys' fees) incurred by the Association incidental to the enforcement of any rules and regulations, the collection of annual or special assessments, or the collection of damages or charges arising under the Bylaws. (Page 30)

2.3.6. Effect of Non-Payment – If not paid within 30 days of due date, Assessments become delinquent and together with interest and cost of collection become a continuing lien on the Lot. If not paid within 30 days of the delinquent date, the Board may bring civil action against the Owner personally obligated to pay the Assessment or file a claim of lien and foreclose such lien with the addition of interest and expenses under the power of sale as provided in North Carolina General Statutes. By acceptance of a deed to a Lot, the Owner consents to and grants to the Association the power of sale provided herein. (Page 32)

2.4 Responsibilities of the Association

The Association is responsible for the following:

2.4.1 Review and approval or disapproval of requests from Homeowners related to changes to any building, building addition, patio, driveway, playhouse, mail-box, pool, basketball hoop or other structure or any change in paint color or roofing material (Page 10), any commercial sign or billboard in public view on any lot, facility, appurtenance, short or long term parked vehicle, accessory building or structure, except for one sign per Lot of not more than four square feet containing the words "for rent" or "for sale" and located in a window of the home (Pages 14-15), any type of time-sharing or interval ownership arrangement (Page 16), and Awnings, canopies, or shutters other than those installed in original construction or any relocation of shutters. (Page 17).

- 2.4.2 Development and enforcement of supplementary rules beyond those in the *Declaration* such as rules for parking in common areas. (Page 15) and Items hung, painted, or displayed outside windows (or inside if visible from outside including blinds, curtains, and window shades) or placed on the outside walls or outside surfaces of doors. (Page 17)
- 2.4.3. Maintenance and landscaping of the common areas. (Page 21)
- 2.4.4. Maintenance of property insurance for common areas, public liability insurance, and fidelity insurance covering dishonest acts by officers, employees, managers, and volunteers. (Pages 22, 34, 35)
- 2.4.5. Payment of all taxes and assessments levied against the common areas. (Page 22)
- 2.4.6. Maintenance of Private Streets. (Page 22)
- 2.4.7. Ownership, management, operation, maintenance, repair, and servicing of utility lines in the common areas to the extent such lines are not owned or maintained by the utility companies or the City of Raleigh. (Page 22)
- 2.4.8. Maintenance of the grounds of individual owner lots, but not including “Altered Beds” where an owner has changed the size or character of plantings. (Pages 22, 39, 40) (Note that the Association has no responsibility to maintain the buildings themselves but may choose to take on some such responsibilities if the members desire. (Page 22))
- 2.4.9. Perform duties required of owners when owners do not perform such duties and assess owners for the cost of doing so. (Page 23)
- 2.4.10. Provide termite bonds or insurance for protection of the Townhomes. (Page 36)

2.5 Amendment of *Declaration*

- 2.5.1 The Board has no authority to amend the *Declaration*. Amendments may be initiated by members of the Association.
- 2.5.2. Amendments proposed by members must be approved at a special meeting of owners by an affirmative vote of 67% or more of the votes of members entitled to vote, including votes cast in person, by proxy, or by submitting a vote in writing. Alternatively, amendments proposed by members may be approved by 100% of eligible voters signing a document indicating approval without a meeting. (Page 46)

3.0 Procedures for Review of Building and Grounds Changes requiring Approval

3.1 Purpose - This document is not intended to replace the Declaration, but to clarify the process by which homeowners may customize and modify the exterior presentation of their homes and/or lots. The intent is to provide consistent guidance to owners regarding requirements for additions and modifications to property in the community, and matters of particular concern to the ARC when considering applications for approval of such conditions and modifications.

3.2 Architectural Review Committee (ARC) - The ARC serves as representatives of the Board of Directors (“Board”) while enforcing the Guide. Compliance with this Guide is required, but is not the sole basis for review or approval, nor does it guarantee approval of any application. In reviewing each application, the ARC may consider any factors it deems relevant. Decisions may be based purely on aesthetic considerations. Each owner acknowledges that determinations as to such matters are purely subjective in nature and that opinions may vary as to the desirability and attractiveness of a proposed addition or modification.

3.3 Application and Review Requirement - Unless otherwise specifically exempted by the Declaration or this Guide, **each and every proposed exterior modification/addition to residential units or lots require prior approval of the Architectural Review Committee.**

3.4 Application Process - Submit three copies of the *Request for Architectural Approval* form to PPM, Inc., 6379 Falls of Neuse Road, Raleigh, North Carolina 27615. Each application must include a copy of the lot survey showing the size and location of the proposed modification/addition as well as a list and description of the materials to be used. Color samples may assist the ARC in rendering its decision and expedite the review process. The ARC may require submission of such additional information as may be reasonably necessary to consider any application.

3.5 Review by Neighbors - **It is strongly encouraged that applicants share and discuss requests with all adjacent neighbors. Their signature on the form only indicates they are aware and have viewed the planned activities. This may prevent any questions or an objection surfacing after any work has been performed.**

3.6 Application Review - Review of the application and notification to the applicants shall be conducted as described in the Declaration. Contact the ARC chairman for status if there is no response within three weeks. Where specifically permitted to proceed without prior approval, such permission shall only be effective so long as the Owner complies with every requirement of this Guide.

3.7 Responsibility for structural integrity and code compliance -The ARC is not responsible for ensuring structural integrity or compliance with state and local building codes. Homeowners must obtain all necessary building permits and other government approval that may be required for the proposed modification or addition.

Important Note: Architectural Review Committee (ARC) approval does not constitute engineering approval. ARC approval is aesthetic in nature. Improvements and consequences are the sole responsibility of the homeowner or person making the improvements.

4.0 Rules adopted by Board including Architectural Guidelines

The Board has adopted the following rules supplementary to the *Declaration*. As rules adopted by the Board, these can be changed by the Board at any time or upon appeal.

4.1 Antennas, Satellite Dishes (DBS, MDS, DSS)

4.1.1 Homeowners who wish to place a satellite dish on the exterior of the residence are encouraged to submit a *Request for Architectural Approval* to the ARC.

4.1.2 Pursuant to FCC Section 207 of the Telecommunications Act of 1996, the Association will not require prior approval for antennas/dishes in the attic, crawl space, garage, or other interior space of the dwelling, or another approved structure so as not to be visible from the exterior of the residence.

4.1.3 Freestanding antennas/dishes (mounted on a pole anywhere on the lot) are strongly discouraged and are **not** permitted in the front yard.

4.1.4 A maximum of two satellite dishes measuring one meter or less in diameter may be erected on any lot. If installation is required in other than the following approved locations, include a statement from the installer with the ARC application. Standard, approved placement of a satellite dish is:

- Attached to or mounted on a deck or patio in the rear of the residence and extending no higher than the eaves of that portion of the roof of the dwelling directly in front of such antenna; or,
- Attached to or mounted on the rear wall or rear roof of the residence so as to extend no higher than the ridgeline of the residence at a point directly above the position where attached or mounted to the wall.

4.1.5 If installation of the satellite dish antenna meets the foregoing requirements, no ARC approval is required. However, ARC approval is encouraged.

4.2 Birdbaths, Birdfeeders, Birdhouses and Statuary

4.2.1 Birdbaths and all fountains require ARC approval. Birdfeeders and birdhouses are pre-approved provided they are no larger than one foot in width, one foot in depth, and one foot in height. Any pole on which a birdhouse or birdfeeder is located may not exceed two inches in diameter and six feet in height (including the house and feeder).

4.2.2 Fountains, birdbaths, birdhouses, and bird feeders shall not be placed in the front yard, side yard, or in common areas or wetlands/marshes. Statuary shall require ARC approval.

4.3 Patios, Screened Porches and Sunrooms

4.3.1 Patios, screened porches and sunrooms meeting the requirements of this section may be approved with an ARC application request and appropriate building permit subject to review for aesthetic considerations which may depend on location and visibility.

4.3.2. Any utility easements must not be entered or obstructed. The maximum extent of the patio or of the sunroom or screened porch wall from the main building shall not be more than 10 feet and no part of the structure including the roof may overhang the property boundary. At least one set of windows for the main building shall be left outside the screened porch or sunroom on each side.

4.3.3 The architectural style of any screened porch or sunroom must be similar to the original screened porches with gabled roof perpendicular to and using shingles matching the main building. Trim must be white. Gutters must be installed matching gutters on the home.

4.3.3.1 If the floor of the sunroom or screened porch is within 6 inches of the ground, the windows and screens may either extend to within 6 inches of the floor or a brick knee wall shall be constructed to the height of the bottom of existing windows of the home and the windows or screened area shall start at that height. Wall areas between windows or screens must be white flat panels if 12 inches or less wide, and brick if wider.

4.3.3.2 If the floor of the sunroom or screened porch is more than 6 inches but less than 4 feet above the ground, a brick wall shall be built to either the floor level if the screens or windows start within six inches of the floor, or to the height of the bottom of the existing windows of the home with the windows or screened area starting at that height. Wall areas between windows or screens must be white flat panels if 12 inches or less wide, and brick if wider.

4.3.3.3 If the floor of the sunroom or screened porch is more than 7 feet above the ground, the windows or screens must start within six inches of the floor. Wall areas between windows or screens must be white flat panels and 12 inches or less wide. Where an existing deck-mounted privacy screen is removed, and if an existing neighboring deck would then be visible from that side of the sunroom or porch, then that side of the sunroom or porch must be a solid wall without windows or screens, or all windows on that side must be frosted to a height of 7 feet above the floor so the neighboring deck is not visible.

4.3.4 Sunrooms must meet the City of Raleigh Building Code for Sunrooms which includes interior electrical outlets, a ground fault outlet outside the sunroom in back of the home, and an outside lamp beside the main entry door of the sunroom.

4.3.5 Sunrooms may have screens on the doors and operable windows. However, designs that could be converted from a sunroom to a screened porch by swapping screens or glass and storing the other are not permitted. The structure must be clearly identifiable as either a screened porch which must meet requirements of the covenants for porches, or as a sunroom which does not have to meet such requirements.

4.4 Pets

4.4.1 It is required that owners maintain control of pets at all times. Pets must be on a leash, or restrained in the rear yard by use of invisible fencing.

4.4.2 Animal nuisance of any kind will not be tolerated, including noise and improper waste disposal. While outside the confines of the owner's property, animal waste will immediately be collected by the owner and disposed of in an approved waste receptacle. For disease prevention and sanitary reasons violators will be subject to aggressive penalties, including fines.

4.4.3 It is suggested that homeowners familiarize themselves with any applicable municipal ordinances relating to pets.

4.5 Exterior Colors - Shutters, Doors, Trim, Decks, Privacy Screens, Roofs

4.5.1 ARC approval is required for any proposed changes to existing exterior paint and roof color.

4.5.2 Repainting using an existing paint color, re-roofing with the same color shingles, minor repairs, and the like shall not require the approval of the Committee.

4.5.3 Sealing of decks and privacy screens with a clear or “natural” sealer or Amteco TWP 101 Cedartone Natural shall not require approval of the Committee. Use of any other color shall require approval. For ground based privacy screens not a part of a deck, the Committee will consider only transparent cedar finishes that are comparable or lighter than the approved Amteco TWP 101 Cedartone Natural.

4.5.4 Installation of snow and ice guards on metal roofs that are either the color of the roof or black shall not require approval of the Committee.

4.6 Exterior Lighting, Seasonal Decorations

4.6.1 Exterior landscape lighting requires ARC approval prior to installation.

4.6.2 Seasonal holiday decorative lights are pre-approved from Thanksgiving through the 15th of January.

4.6.3 Other seasonal decorations are approved two weeks prior to the event until two weeks after the event.

4.7 Flagpoles, Flags

4.7.1 Freestanding flagpoles are not permitted.

4.7.2 Flags, which, in the Board’s judgment, tend to incite or antagonize are not permitted.

4.7.3 Flags meeting the following criteria are pre-approved.

- One flagpole, not to exceed two inches in diameter and sixty inches (60”) in length, may be mounted on the front of a dwelling.
- Flags shall not exceed 5’ x 8’ in size. Flags must be maintained in good condition and shall not be displayed if mildewed, tattered, or faded.

4.8 Garage Sales, Garage Sale Signs, Items for Sale

4.8.1 Garage sales conducted by individual homeowners are limited to a maximum of two times per year per residence. In addition, up to two community-sponsored garage sales per year may be organized. Each garage sale may last a maximum of 8 hours per day on two consecutive days. Sale items must be kept in the immediate area of the garage area.

4.8.2 Advertising signs may be placed at the residence 48 hours in advance of the sale and must be removed immediately after the conclusion of the sale.

4.8.3 Other than garage sales, items for sale such as cars, boats, lawnmowers, etc. may not be displayed at the residence or on any common areas.

4.9 Garbage Containers, Recycle Containers, Garbage

4.9.1 Garbage containers must be stored inside the garage, except on garbage collection days.

4.9.2 Garbage containers and Recycle Containers may be placed at the curb no earlier than noon the day prior to collection and must be retrieved and stored back inside the garage by 7:00 pm on the day of collection.

4.10 Home-Based Businesses

Home-based businesses are permitted provided the following criteria are met:

- It is not evident that home-based business is being conducted.
- No unusual traffic, other than normal residential traffic, is permitted. The Board may have sole discretion as to whether amount of traffic generated is unusual.
- Only removable signs are permitted on vehicles and said vehicles must be parked in the garage or the signs may be required to be removed while in the community.
- No items or equipment related to the business may be stored or otherwise kept on owner's lot outside of the dwelling or garage.
- Business activities should comply with all applicable federal, state and local laws.

4.11 Hot Tubs, Spas, Saunas, Pools

Hot tubs, spas, saunas and pools are not permitted

4.12 Outdoor Furniture

4.12.1 No furniture shall be used, stored or kept on the exterior of any residence except on porches, patios, and decks.

4.12.2 Furniture not enclosed in a room shall be limited to such types as is designed for outdoor use.

4.13 Parking, Recreational Vehicles, Campers, Boats, Trailers

4.13.1 No vehicle, including recreational, camper, boat, trailer, car or truck, shall be parked on the grass or sidewalk of any lot.

4.13.2 Except for occasional overflow parking, curbside parking is not permitted.

4.13.3 Recreational vehicles, campers, boats and trailers must be kept in the garage out of view except temporarily in preparation for use if such period does not exceed 24 hours.

4.13.4 No go-kart, dune buggy or other unlicensed motorized vehicle shall be operated on the streets of Copper Ridge. Such vehicles may be stored only within a garage.

4.14 Signs

4.14.1 Any signs placed on any portion of the Copper Ridge property must meet the following requirements:

- A single professionally prepared "For Sale" or "For Rent" sign which shall be limited to six (6) square feet displayed either in the yard or a window.
- A single garage sale sign as described in paragraph 4.8.2.
- Such permits as required by legal/government agencies.
- Official community events as approved by the Board.

4.14.2 All signs including political signs must comply with all applicable federal, state and local laws and ordinances.

4.14.3 The Board reserves the right to deny the request for placement of any other Sign on any Lot or Common Area per the Declaration.

4.15 Storm Doors and Solartubes

4.15.1 Storms doors and solartubes are permitted using the standard *Request for Architectural Approval* form.

4.15.2 Storm doors must be full-view glass or glass/screen and must match the existing facade color scheme. Door hardware must also match the existing hardware (brass handle for brass lights, etc.).

4.15.3 Solartubes must not exceed 14 inches diameter and must be on the rear side of the roof.

4.16 Grading, Drainage and Dirt

4.16.1 The grading and drainage swales in place at the time of closing are in place to support warranties existing at the time of closing and to prevent any run-off or drainage issues from your property on to any neighboring Lots. Any landscaping changes to an existing Lot after closing must be pre-approved by an Architectural Committee Request.

4.16.2 Any homeowner or resident who changes the existing grade or drainages shall be liable for all costs and expenses of repairing such changes, and any costs, liabilities, damages or causes of action arising out of such changes. ARC approval does not constitute approval for a homeowner to change any existing grading or drainages.

4.16.3 All dirt, excavated or brought in, shall have a specific plan for storage in the rear area of each Lot. At no time, shall dirt be stored on any Common Area.

4.16.4 Prior to any digging or excavation in any Lot, it is recommended that "No Cuts" be contacted at 1-800-632-4949.

Important Note: Architectural Review Committee (ARC) approval on landscaping and grading does not constitute engineering approval. ARC approval is aesthetic in nature. Improvements and consequences are the sole responsibility of the homeowner or person making the improvements.

4.17 Grounds Maintenance

4.17.1 All landscaping changes and additions shall require the submission of an ARC Application prior to installation. This includes any additions by homeowners to adjacent common property.

4.17.2 Homeowners shall be required to water the grass and plantings on their lots as needed. Any mulch or pine straw added by a homeowner shall be the same color scheme of mulch and/or pine straw utilized throughout the community and in neighboring lots.

4.17.3 All landscaping improvements made by the homeowner or a prior homeowner will be the responsibility of the homeowner to maintain and not that of the Copper Ridge HOA. Homeowners are responsible for assuring upon sale that any buyer is aware of responsibility for maintaining such improvements.

4.17.4 Pertaining to homeowner lots, the Copper Ridge HOA will be responsible for the regular mowing, edging, and fertilization of such lots (based on the contracted scope of the maintenance contract) and for replacement of dead plants that were part of the original planting with the exception of plants damaged by ice or snow sliding off roofs. Homeowners are required to replace or pay for the replacement of such plants damaged by ice or snow sliding off roofs. Pinestraw or mulch shall be refreshed in the Common Areas and lots as needed. It is noted that front yard areas are irrigated.

4.17.5 Any pine trees that die or otherwise must be removed will be replaced with a different kind of tree. If any homeowner wishes to have a healthy pine tree near their home removed, the HOA will pay for the cost of a replacement tree of a different kind if the homeowner agrees to pay for the cost of removal of the pine tree. The replacement tree when planted may be smaller than the removed pine tree.

4.18 Sports Equipment on Grounds

4.18.1 Basketball goals, volleyball nets, badminton nets, soccer goals, backstops, or similar sports equipment shall not be allowed on any lot or common area of Copper Ridge.

4.19 Board Policy on Violations of Requirements for Approval

While the Board and the ARC may require reversal of any change requiring approval that is undertaken without such approval, the Board will place special emphasis on permanent changes to structures including changes in paint color, changes in privacy fences, additions to or changes in paved areas, satellite dishes not located in the most inconspicuous location that gives good reception, plantings outside originally designated planting areas, plantings of major shrubs or trees that are not in the inventory of originally planted shrubs and trees for Copper Ridge, and sports equipment. Homeowners undertaking changes without required formal approval do so at their own risk.

**THIS DOCUMENT MAY BE AMENDED FROM TIME TO TIME BY A MAJORITY VOTE
OF COPPER RIDGE HOA BOARD OF DIRECTORS**

This version adopted April 4, 2011

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