

**ARCHITECTURAL STANDARDS,
IMPLEMENTATION GUIDELINES AND
RULES AND REGULATIONS
FOR
CAMBRIDGE CROSSINGS
HOMEOWNER ASSOCIATION, INC.**

Amended and Restated February 18, 2021

Introduction

The purpose of this document is to provide Guidelines, Rules and Regulations to implement the recorded Declaration of Covenants for Cambridge Crossings homeowners to maintain property values, provide continuity and enhance the aesthetic and environmental appearances of the Cambridge Crossings community.

This document provides design standards and guidelines that have been adopted by the Board of Directors (“BOD”) of the Cambridge Crossings Homeowners Association, Inc. (“HOA”). These guidelines and standards address improvements for which homeowners will most often submit applications to the Architectural Review Committee (“ARC”). The guidelines are not intended to be all-inclusive or exclusive, but rather serve as a guide to the improvements that may be made in the Cambridge Crossings community.

Important Notes:

- *All homeowners are encouraged to familiarize themselves with the Declaration of Covenants, Conditions and Restrictions (“Covenants”) contents and retain this document for future use.*
- **Grandfather Clause:** *Any change made to a homeowner’s property, which has been approved by the Association (Developer) prior to May 5, 2017, and is properly documented prior to the adoption of the following guidelines, need not be modified in accordance with the guidelines specified herein.*
- *The Board retains the right to review, change and/or modify this document.*

Purpose of this Document

The purpose of this Architectural Standards and Implementation Guidelines document is to:

1. Establish uniform guidelines regarding the architectural standards for the community, thus protecting and preserving property values.
2. Assure residents that the standard of design quality is maintained throughout the community.
3. Increase homeowner awareness and understanding of the Declaration of Covenants, Conditions and Restrictions.
4. Allow homeowners to develop exterior improvements that are in harmony with the immediate neighborhood and community.

Declaration of Covenants, Conditions and Restrictions

The legal documents for Cambridge Crossings include the Declaration of Covenants, Conditions and Restrictions. They impose restrictions for use, changes, improvements and alterations to an owners’ lot. The authority for maintaining the quality of design in the community is founded in the Declaration of Covenants, Conditions and Restrictions which are recorded in Book 3051, Page 0001-0030 in the Office of the Brunswick County Register of Deeds and referenced in the

deed for each homeowner. The Covenants are binding upon all initial homeowners and successors in ownership, irrespective of whether or not owners are familiar with such Covenants.

All homeowners should have reviewed a copy of the Covenants received at settlement. These Covenants establish the Cambridge Crossings HOA and the Architectural Review Committee.

Association Responsibilities

The Association is responsible for providing maintenance of the common area grounds and improvements, maintenance of building exteriors, the payment of expenses for common area water, sewer and electricity, hazard and liability insurance for common area, building exteriors and structures, and the BOD and the establishment of reserve funds for the repair and replacement of capital improvements. The Association also plays the very important role of architectural review and enforcement of the Covenants of the community. In addition, the Association is responsible for hiring a managing agent (“Managing Agent”). The current Managing Agent is LRES (Lawrence Real Estate Services). The contact information is as follows: Carson Lawrence – 910-454-0700, Carson@realestatecoast.com; Natalie Pyron – 910-454-0700, Natalie@realestatecoast.com.

Procedures

Enforcement Procedures

The Bylaws of the Association provide the authority for the Board of Directors to establish the following enforcement procedures to ensure compliance:

1. A violation may be observed and reported to the BOD through the Managing Agent by a member of the BOD, ARC or a homeowner. In the case of homeowners wishing to report a potential violation, a written notification should be transmitted to the Managing Agent.
2. The Board, through the Managing Agent, contacts the resident in violation by letter advising them of the violation and requesting appropriate action to remedy the violation.
3. If the violation is not resolved within the requested time frame of the first written notification, a second letter is sent to the resident in violation.

If the violation is not abated within the requested time frame of the second letter described in number 3 above, the Board, through the Managing Agent, sends the resident a notification of a Hearing and the hearing date and time. Hearings proceed as scheduled, even if owner does not attend. To initiate an enforcement appeals procedure, the applicants, residents must make an appeal in writing within five (5) days of notification of the hearing decision.

4. The above procedures do not preclude the BOD from taking accelerated measures in the case of a violation which constitutes an emergency or dangerous situation.
5. The Board reserves the right to:
 - Refer the matter to legal counsel for appropriate action to secure compliance with the Association's governing documents.
 - After notice and an opportunity to be heard by the BOD, the BOD may suspend a member's voting rights and/or rights to use Association facilities for noncompliance with published rules and regulations of the Association.
6. In the event of a repeated, recurring or continuing violation, the owner may be assessed said penalty assessment every thirty (30) days, as allowed by North Carolina State Law.

Design Guidelines

The Board of Directors has adopted the specific Guidelines detailed in this document. This guide may not address every situation. If you wish to make a permanent or significant visual modification to your property that is NOT covered in this document, in addition to those covered in this document, you MUST submit an application to the ARC. Please follow the application procedures and note that your request is a special circumstance. A copy of the Application is attached hereto as Exhibit A.

Role of the Architectural Review Committee (ARC)

The HOA is responsible for the administration and enforcement of all covenants and restrictions. The Declaration of Covenants, Conditions and Restrictions for Cambridge Crossings Homeowners Association, Inc. (Article VIII) provides for the scope and authority of the ARC. The Board of Directors of the Cambridge Crossings Homeowners Association, Inc. appoints the members of the ARC. The ARC consists of three or more Directors appointed by the BOD, all in accordance with Section 6.9 of the By-Laws of Cambridge Crossings Homeowners Association, Inc. and Article VIII of the Covenants.

The ARC will make recommendations to the Board of Directors of the make-up of the ARC, and/or requests/recommendations for the modification of the Design Guidelines initially approved by the BOD. The BOD will also be responsible for reviewing and following the Association's Design Guidelines.

Application Procedure

This section describes the procedure for submitting proposed improvements to the Managing Agent for approval.

Applications: All applications for proposed improvements must be submitted in writing using the application forms authorized by the ARC no later than five (5) days prior to the regular monthly meeting held on the 3rd Wednesday of the month. A copy of these forms is included as an exhibit to this handbook and can also be found under the POA download tab at www.shvassociation.com. A copy of these forms can also be picked up at the office of the Managing Agent at the address below. Applications must be complete in order to commence the review process. Incomplete applications will be returned to the applicant with a statement of deficiencies that must be corrected before they will be considered.

Unless notified to the contrary, homeowners should submit applications, either by mail or in person, to the following address:

LRES
1226 N. Howe Street
Southport, NC 28461

Applications may also be submitted electronically by scanning the application and sending by email to: info@lreservices.com.

All applications which are submitted shall be presented to the ARC through the Committee Chair and the board liaisons. The Committee Chair will take the application to the committee. After the committee has reviewed, the Committee Chair will take the committee recommendation to the Committee Liaisons, who will review. If the decision is reasonable and the liaisons are in agreement, then the committee decision stands. Otherwise, the BOD will review the request and make the final decision.

1. Supporting Documentation: The application must include a complete and accurate description of the proposed improvement(s). To permit evaluation by the ARC, supporting exhibits will frequently be required. Examples include: a site plan showing the location and dimensions of the proposed improvement; architectural drawings or plans, as applicable; landscape plan; material and/or color samples, etc.
2. Time Frame for Completion of the Review: The ARC is required to approve or disapprove any proposed improvement within thirty (30) days after the receipt of a **properly completed** application. However, the 30-day review period commences upon the receipt of a complete application form, including any required exhibits. It is therefore advisable for homeowners contemplating substantial improvements to first ensure that they are aware of all required supporting documentation prior to submitting a design review application.
3. Notice of Approval/Disapproval: Homeowners who have submitted design review applications will be given written notice of the decision of the ARC through the Managing Agent.

4. Appeals Procedure. Homeowners who have submitted design review applications and have received a response may appeal decisions of the ARC to the Board of Directors. A homeowner may appeal a decision of the ARC by submitting written request to the BOD through the Managing Agent within fourteen (14) days after the date of an action by the ARC. This request should include any new or additional information that might clarify the requested change or demonstrate its acceptability. The Board may, at its discretion, conduct an informal hearing related to the appeal. The Board will respond in writing to an appeal within thirty (30) days from the date of receipt of an appeal.

Architectural Standards

The guidelines in this document are applicable to Cambridge Crossings

Antennas and Satellite Dishes

- a) Exterior antennas are prohibited
- b) Satellite dishes may not be more than one meter. Such dishes shall not be located within the public right-of-way and shall be located on the homeowner's own roof.
- c) Satellite dishes must be mounted to the rear of the Unit in a location that best minimizes its visibility from the street.

Awnings

For purposes of the CC/HOA, an Awning is defined as follows:

A device or structure attached solely to the rear wall of a house, with no supporting posts, walls, or anything connecting directly to the ground. The purpose of the Awning shall be to provide shade from the sun. The Awning is expressly not to create or define a "room" or distinct space at or on a patio, and shall not have any type of wall or side structure like a tent.

The Awning shall be mounted exclusively on the homeowner's unit, and shall not impinge on any neighboring structure or unit. Homeowner shall be responsible for any damage to the unit, caused by the attachment of the Awning to the unit.

The Awning shall have a 6' buffer between the awning itself and the property line. This will allow no blockage of sunlight for any neighbor in the morning or evening hours (the "spill-over problem" times). Note: this effectively creates a 12' spacing between neighboring awnings. Awning shall be no larger than the patio.

The Awning shall provide the same function as a sun umbrella. While this is the primary purpose/function, the Awning will also provide secondary benefits in terms of safety (protection from unhealthy sun rays) and energy conservation (lessening the amount of air conditioning required).

The Awning shall have an electronic motor for opening and closing, and shall have a wind sensor operating with the motor unit in case of emergency. The Awning shall be retracted and stored at night, and shall be retracted and stored prior to the arrival of any named storm.

The homeowner shall be responsible for all maintenance of the Awning.

The SunSetter brand XL Motorized shall be the approved equipment. The SunSetter system is available through SunSetter, or alternatively through Costco.

The color must be solid Natural Linen, and the material of the Awning shall be Woven Acrylic

Installation of an awning shall require an approved ARC Application like any other modification to the outside of the unit. A copy of the Application is attached hereto as Exhibit A.

Exterior Lighting

- a) All light bulbs or other lights installed in any fixture located on the exterior of any building shall be clear, white or non-frost lights or bulbs. The only exception to this rule is for Holiday Lights, as defined below.
- b) Solar-powered landscape lighting is permitted along walkways, planting beds, or other landscaped areas, so long as light fixtures do not stand more than 18" above the ground.
- c) The ARC shall be responsible for determining whether exterior lighting is an annoyance or unreasonably illuminates other owner's property.

Exterior Decorative Objects

- a) Exterior decorative objects, including garden benches, are allowed in planting beds and existing mulch areas.

Fences and Privacy Partitions

Fences and Privacy Partitions are prohibited.

Holiday/Seasonal Decorations and Lights

- a) Christmas decorations are permitted but must be removed by the 15th of January of the following year.
- b) Other Holiday/Seasonal decorations are permitted but must be removed within ten (10) days after a season/holiday.
- c) Exterior lighting is allowed for holiday/seasonal and cultural events but must be removed as noted in (c) above.
- d) Temporary decorations, such as for a birth or a party, are allowed for a period of 48 hours.

Junk Vehicles

No vehicles without current registration and insurance and no inoperable vehicles or repair of vehicles being repaired, shall be permitted or exposed on the premises. The Association shall have the right to have all such vehicles towed away at the owner's expense.

Landscaping/Gardens

- a) Flowering plants may be added to existing mulch beds without the need for approval.
- b) Small fountains on porches or patios are allowed.
- c) Pine needles are required in the front yards around the crepe myrtles. Brown mulch is permitted in all other mulch areas.
- d) Vegetable gardens are strictly prohibited. Vegetables planted in pots do not require ARC approval.
- e) No gardens of any kind are allowed in grassy lawns or common areas
- f) Removal of shrubs and trees are prohibited without ARC approval.

Lawn Repair

- 1. Resident must notify LRES of the Problem.
- 2. LRES will respond having Landscape Vendor perform a site visit accompanied by a HOA Board Representative within 2 weeks.
- 3. Landscape Vendor will advise what is causing the issue and recommend treatment within 2 weeks of inspection.
 - a. Water Problem
 - b. Treat with Herbicides
 - c. Repair Lawn with Seed
 - d. Replace Lawn with Sod.
 - e. Infestations (i.e mole crickets, ground pearls, nematodes, etc.)
 - f. Other
- 4. If Lawn is recommended for replacement, soil sample(s) must be collected and taken to the NC Dept. of Agriculture and Consumer Services for Analysis to determine Treatment Plan(s) for results of problem(s) noted.
- 5. LRES will Notify Resident of the Plan of Action.

Maintenance

Homeowners are to notify the Managing Agent of needed repairs.

Nuisances

No noxious, morally harmful, injurious, corrupting, disruptive or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance or offensive to the neighborhood.

Outside Furniture

No furniture is allowed in the common areas. Porch furniture and plants are allowed on the front porch and patio of each living unit.

Patios/Walkways/Front Entry Porches

- a) All patio/walkway construction requires ARC approval. The scale, location, design and color must be compatible with the lot, home and surroundings. A copy of the Application is attached hereto as Exhibit B.
- b) Power washing/cleaning will be performed by the Association on an as needed basis, approved by the association.
- c) Painting, application of epoxy or floor coverings is not allowed on front entry porches.

Parking

All residents should fully utilize their garages and driveway parking spaces immediately adjacent to their living unit before using the over-flow parking spaces. The over-flow parking is to be jointly available for the owner of all Lots and their guests.

Pets

- a) Only common household pets, such as dogs, cats and birds, may be kept, provided they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots.
- b) Pets are to be properly leashed.
- c) Pet owners shall be responsible for the immediate clean-up and proper disposal of pet wastes from their pet. Pet owners shall incur any and all costs for repairing damage to the Association caused by their pets.
- d) If any pet shall be determined by the BOD to be a nuisance, the BOD shall have full authority to have such pet permanently removed from the properties.

Personal Plantings

All personal plantings must be kept within mulched beds and are done under the understanding that they may potentially be harmed during routine landscape maintenance/treatments. You may request via LRES, the landscaper not treat areas near your personal plantings. However, this cannot be guaranteed, as the community landscape contract does not allow for individualized care. The Association, nor the landscape vendor, will be responsible for personal plants that are damaged due to the routine landscape maintenance/treatments.

Rear Porches

Rear porches may be enclosed by screen or glass, however either enclosure requires ARC approval. A copy of the Application is attached hereto as Exhibit A.

Recreational Vehicles/Commercial Vehicles

No boat, motor boat, camper, trailer, boat trailer, motor or mobile home, commercial vehicle, or similar type vehicle, shall be permitted to remain on any lot or in parking spaces, at any time, unless by consent of the Association.

Screening for Utility and Service Equipment

Utility and Service Equipment shall not be screened with materials other than plantings.

Signs

Only one "For Sale" sign, solely for the purpose of selling a living unit, is allowed on any lot. For Sale signs shall not exceed 18 inches by 24 inches and are allowed in the front yard only.

Storage of Items

Storage of items, such as bicycles and tools, are not to be visible from the street, back or side of any living unit.

Storage Sheds

Storage sheds and outdoor storage containers are prohibited.

Storm Doors

Storm doors may be installed at each living unit and require ARC approval. There are two (2) acceptable types and are available for purchase from Lowes. The specifications are attached hereto as an Exhibit C.

Temporary Structures/Outbuildings

No structure of a temporary character, tent, shack, garage, barn or other outbuilding used for residential or other purposes shall be placed or erected on any lot at any time. Basketball backboards are prohibited.

Timing of Vendors/Workers

All vendors should be scheduled to perform work between the hours of 8:00 a.m. until 6:00 p.m. or at reasonable hours, so as to not be disruptive of the community.

Trash Receptacles

All trash and trash receptacles shall be stored in garages and shall not be in view of any road, common property or any other living unit.

Turf/Sod

No Homeowner will be permitted to install sod other than sod approved by the Board. All turf be maintained in accordance with the current landscaping contract to maintain continuity of the community.

Violations/Penalties

In the event of a repeated, recurring or continuing violation, the owner may be assessed a penalty in the maximum amount allowed by North Carolina General Statutes, every thirty (30) days, as allowed by North Carolina State Law.

Window Coverings

All drapes, curtains, blinds or other similar materials hung at windows, or in any manner so as to be visible from the outside of any building, shall be of a white or neutral background or material.

EXHIBIT A

Cambridge Crossing
Application for Exterior Modification *

Date Prepared: _____ Date Received: _____

Owner Name: _____

Address: _____

Telephone: _____ E-Mail: _____

Proposed Modification: (Attach Sketch if Necessary)

Reason for Modification:

Owner Signature: _____ Date: _____

*Applications should be submitted by the 5th of each month and will be reviewed within thirty (30) days.

For Use by ARC

Requested Modification – Approved (____) Denied (____) Date: _____

Comments: _____

Approved by: _____

ARC Representative for Cambridge Crossing

Owner Notification: _____

EXHIBIT B

Cambridge Crossing
Application for Patio Addition *

Date of Application: _____ Date Received: _____

Owner Name: _____

Address: _____

Telephone: _____ E-Mail: _____

Proposed Patio: (Attach Detailed Sketch):

Length: _____ Width: _____

Type and color of Material: _____

Owner Signature: _____ Date: _____

*Applications should be submitted by the 5th of each month and will be reviewed within thirty (30) days.

For Use by ARC

Requested Modification – Approved (____) Denied (____) Date: _____

Comments: _____

Approved by: _____

ARC Representative for Cambridge Crossing

Owner Notification: _____

STORM DOORS

Storm doors that are acceptable and can be purchased from Lowes are as follows:

Pella – Poplar White in Full View or in Screen Away

Larson – Almond in Full View or Screen Away