

## 1. INTRODUCTION

The Beechtree Community is a diverse community comprised of homeowners, tenants, professionals, students, and families. This variety of lifestyles makes Beechtree a unique community. In a close-knit neighborhood, cooperation and regulation of behavior and consideration for the community as a whole is very important. In order to assist residents in living together peacefully, the Beechtree of Cary Homeowners Association (HOA) has compiled this information handbook.

This handbook contains rules, regulations, and policies that govern living in our community along with procedures residents should follow in the event of a problem. Rules and Regulations contained in this handbook are based on local city ordinances and the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and Bylaws for Beechtree and have been adopted by the Board of Directors as the Rules and Regulations for Beechtree. These Rules and Regulations do not replace the above mentioned documents but serve only to clarify them. These Rules and Regulations were adopted to further assist with the mandate of the Declaration for “enhancing and protecting the value, desirability, and attractiveness” of the property in Beechtree. **Compliance with these Rules and Regulations is not voluntary.** By accepting the deed to your property, you agreed to abide by these documents in an effort to protect the value of all of the Owners’ Properties.

- 1.1. **Authority:** Article VIII of the Declaration of Covenants states: “The Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area.” Article IX prohibits “noxious or offensive activity” upon any Lot, and the Declaration further stipulates restrictions on architectural changes and maintenance of the Properties.
- 1.2. **Adoption:** To be effective May 1, 1997, the Board of Directors, hereby adopts this handbook and future amendments hereto, including the rules and regulations herein, as the Rules and Regulation of the Beechtree of Cary Homeowners Association.
- 1.3. **Compliance:** As specified in the Declaration and enumerated above, compliance with these Rules and Regulations is not voluntary. Unless specified otherwise, the penalty for violation of these Rules and Regulations shall be the suspension of voting rights or right to use common facilities for a period of not less than thirty days or a fine of \$50.00, or both. In addition, the Association may pursue an action in equity or at law (i.e. lien on your property) for compliance with these Rules and Regulation.

## 2. GENERAL INFORMATION

### MANAGEMENT COMPANY:

R.S FINCHER & CO., LLC

P.O. Box 1117

Apex, NC 27502

Property Manager: Ron Fincher

Phone: (919)362-1460

Fax: (919)362-1462

Emergency (919)873-8705

**BOARD OF DIRECTORS:**

The Directors are elected at the Annual Meeting to serve a two year term. Please contact the management company for a current list of Directors. There are five members of the Board.

**EMERGENCY NUMBERS:**

Police, Fire, Ambulance 911

**OTHER NUMBERS:**

Cary Police – Non emergency	469-4012
Animal Control Officer	319-4517
Time/Warner Cable	595-4892
Town of Cary Recycling	469-4090
Town of Cary Sanitation	469-4090
Town of Cary Water & Sewer	
Billing	469-4050
Repairs	469-4090
Drivers Licenses (Division of Motor Vehicles)	715-7000
Address must be changed within thirty days	
Progress Energy	800-452-2777
Bell South	888-757-6500
Vehicle Registration	715-7000
Post Office	467-8222
PSNC Energy	877-776-2427
Wake County Solid Waste Center #3	380-8550
266 Aviation Pkwy – open 7 days a week	
Free Underground Line Locator Service	800-632-4949

**3. GENERAL HOMEOWNER ASSOCIATION INFORMATION**

The Beechtree of Cary Homeowners Association, Inc. is a legal entity composed of the property owners within the Beechtree Planned Unit Development. The Association has been in existence since February 3, 1988, for the purpose of enhancing and protecting the value, desirability, and attractiveness of the properties. There are two hundred forty-three homes in Beechtree. One hundred seventy-two of the homes are detached single family homes in three different subdivisions (Beechtree, North Harrison Trace, and Woodridge) and seventy-one are townhomes in the Wind Chase Townhomes. In addition there are one hundred ninety-two apartments.

Policies and procedures of the Association are set forth in the Protective Covenant, Articles of Incorporation, and Bylaws. The Board of Directors, relying upon these documents, makes rules and regulations and provides for the operation of the Association. Committees of homeowners and residents are appointed by the Board of Directors to work in specific areas of concern. A management company is retained to provide the day to day administrative duties for the Association. The management company reports directly to the Board of Directors.

- 3.1. **Legal Documents:** Several legal documents provide for the existence of the Beechtree of Cary Homeowners Association. In addition to existing statutory provisions regulating administrative requirements of not for profit corporations, the following documents provide the legal standing of the Association. Amendments to these documents are voted on by the Membership.

- 3.1.1. **Declaration of Covenants, Conditions, and Restrictions:** This document and its amendments are on file in the Wake County Register of Deeds Office and are a binding covenant against each individual Lot.
- 3.1.2. **Articles of Incorporation:** This document creates the legal entity known as the Beechtree of Cary Homeowners Association, Inc. It is on file in the Office of the North Carolina Secretary of State.
- 3.1.3. **Bylaws:** This document provides for the operation of the Homeowners Association.
- 3.1.4. **Copies of Documents:** In addition to other sources, copies of these documents may be obtained from the Management Company, possibly at a nominal fee.
- 3.2. **Membership:** Any person who is an Owner of a Lot subject to an assessment by the Association is a member of the Association.
  - 3.2.1. **Meetings of Members:** The membership of the Association meets each June. Each Member receives advance notification of this meeting and is encouraged to attend.
- 3.3. **Board of Directors:** The Association is governed by a Board of Directors. The Board Members are volunteers. They contribute their personal talents and expertise and illustrate commitment to a quality standard of living in our community. Please contact the Management Agent to express interest in becoming a Board Member.
  - 3.3.1. **Election:** New Directors are elected by the Association Membership at the Annual Meeting of Members. Directors serve two year terms.
  - 3.3.2. **Meetings of Directors:** Meetings of the Directors are held on a regular basis and are open to the Membership. Members are welcome to attend. Please contact the Management Company for a schedule of meetings. Members wishing to address the Board of Directors may do so at the beginning of each meeting. Advanced notification is required.
- 3.4. **Committees:** Committees are established by the Board of Directors to manage ongoing procedures and address specific issues, as needed and depending upon the availability of volunteers. The current standing committees of the Association are:
  - 3.4.1. **Architectural Review Committee:** Appointed annually by the Board of Directors, the Architectural Review Committee (ARC) reviews initial construction and modification to the exterior of homes and lots as described in Article VI of the Declaration of Covenants. The purpose of this Committee is to assure architectural uniformity within each section of the development. Specifically, this Committee:
    - 3.4.1.1. Reviews architectural change requests and makes recommendations to the Board of Directors,
    - 3.4.1.2. Maintains records of architectural changes;

- 3.4.2. **Community Watch:** The Community Watch Committee operates the community watch program. This includes the distribution of community watch signs, coordination of block captains, and scheduling of periodic meetings with representatives of the police department;
- 3.4.3. **Management Company:** The Board of Directors has selected a community association management company to provide the day to day administrative operation of the Association. The management company carries out the decisions of the Board of Directors. In addition to other duties, the management company collects assessments, pays bills, oversees contractors used by the Association, and facilitates correspondence. All suggestions, comments, complaints, or other business of the Association should be communicated directly to the Management Agent. As necessary and appropriate, communication is made to individual homeowners, the Board of Directors, the Membership at large, contractors, etc.

If for some reason a homeowner is dissatisfied with any action of the management agent, the homeowner should express his or her concern, in writing, to the Board of Directors. Please address your comments to the Board of Directors, in care-of the management agent. You will receive immediate response indicating receipt of the correspondence.

#### 4. **ASSESSMENTS**

- 4.1. As provided by the legal documents, assessments for each lot are collected in the following manner:
  - 4.1.1. **Due Date:** Annual assessment payments are due on January 1 of each year.
  - 4.1.2. **Billing:** Homeowners are billed for these payments.
- 4.2. **Form of Payment:** Personal checks are accepted at the discretion of the management company. Checks should be made payable directly to the Beechtree Homeowners Association.
- 4.3. **Delinquency:** Assessment payments are delinquent if not received by the due date. To encourage payment, the following delinquency policy has been implemented.
  - 4.3.1. Homeowners thirty days delinquent in their assessments shall be assessed a \$20.00 late fee and bear interest at a rate of 12% per annum.
  - 4.3.2. All accounts that exceed 60 day overdue are subject to litigation. A judgment may be sought against the owner, including applicable legal fees. In addition, a negative credit report may be issued. The past due amount being a lien against the homeowner's property, foreclosure action is also possible.
- 4.4. **Assessment Increase:**
  - 4.4.1. **Increase by Association:** From and after December 31, 1990, the annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership,

by a percentage which may not exceed ten (10%) percent.

- 4.4.2. **Increase by Members:** From and after December 31, 1990, the annual assessment may be increased by a percentage greater than permitted by this Article with the assent of Members or proxies entitled to cast two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Limitations herein set forth shall not apply to an increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under this Articles of Incorporation.

## 5. MAINTENANCE

- 5.1. **Common Areas:** Property owned by the Association is maintained by the Association. This includes entrance signs, playground equipment, open space, ponds, and walking trails. Homeowners should not provide maintenance to these areas or make improvements or changes without prior approval of the Association.
- 5.2. **Procedure:** In the event of any necessary repair or maintenance concern, please notify the management company during normal business hours. If you need emergency assistance, a 24 hour answering service is provided.

## 6. INSURANCE

- 6.1. **Association Provided:** The Association provides the following insurance:
- 6.1.1. **Public Liability:** This coverage is for injury caused upon the Common Property or in some other way as a direct result of the negligence of the Association or its agents.
- 6.1.2. **Property:** This coverage is for damage caused to improvements to real property owned by the Association.
- 6.1.3. **Directors and Officers:** D&O coverage protects the Board of Directors and Committee Members in the case of an error or omission on their part while performing in their capacity as a Director or Committee Member.
- 6.1.4. **Fidelity Bond:** The Association has Employee Dishonesty Bond insurance through its insurance company.
- 6.2. **Homeowner Provided:** Each homeowner must maintain proper “homeowner coverage.” The Association does not provide insurance to protect the homeowner or his possessions.

## 7. LEASING

Leasing, as used under this section, includes the use of homes by children or other relatives of

the owner when the owner is not permanently residing within the home.

- 7.1. **Leases:** In all cases, landlords are encouraged to have a properly drawn lease. Although the Association has no pre-approval restriction for leases, owners should include a provision that the tenant(s) must abide by all conditions of the Association Rules and Regulations.
- 7.2. **Enforcement:** Tenant(s) and their guests must abide by all regulations of the Association. Damage to the properties caused by tenants and their guests will be charged to the owner of the property.

## 8. MAINTENANCE OF HOMES / LOTS

For the protection of all homeowners and to maintain property values, all homes must be maintained in a manner that is similar to other homes in the Community. The Association regularly inspects the Community for violations. In the event of a violation or need for maintenance, the homeowner will be notified in writing and asked to comply with the Association's request.

In the event a homeowner does not comply with the Association's request, the Association will take action against the homeowner as provided in the Declaration of Covenants.

- 8.1. "Similar to other homes in the Community" as used in this document shall be interpreted by the Board of Directors. Examples of items which may constitute a violation shall include, but not be limited to:
  - 8.1.1. Storage of tires, bricks, lumber, bags, or other items in view on the property.
  - 8.1.2. Storage of bikes, play equipment, outdoor furniture, and similar items except in the rear of the dwelling.
  - 8.1.3. Parking of inoperative vehicles or vehicles on blocks in the street, driveway, lawn, or a designated townhome parking area. A vehicle shall be considered inoperative if it has not been moved for more than 30 days, does not run, or has expired registration, license plates and/or state inspection.
  - 8.1.4. Parking of trailers, boats, commercial vehicles, campers, or recreational vehicles on the lawn, driveway, street, or designated townhome parking area. Storage of trailers and boats is permitted behind the dwelling and should not be visible from the street.
  - 8.1.5. Parking of cars on the lawn.
  - 8.1.6. Failure to paint, clean gutters, mow grass, maintain natural areas, remove fallen trees, or maintain other items requiring regular maintenance.

## 9. OPEN SPACE / TRAILS / PONDS

Use of the open spaces is regulated to provide a safe and pleasant area.

- 9.1. **Private Use:** These areas are for the private use and enjoyment of the Members, residents, and their invited guests. They are not intended for large parties or other similar gatherings.
- 9.2. **Hours of Use:** The open space, trails, and ponds may be used from sun up to sun set.
- 9.3. **Noise:** Noise from the open areas must be limited so as not to be heard over ambient noise within the adjoining homes.
- 9.4. **Restricted Uses:** The following shall be prohibited on the open spaces, trails, ponds, dams, etc.
  - 9.4.1. Vehicles, motorcycles, go carts, or other non-human powered devices.
  - 9.4.2. Hunting or possession of firearms, traps, bows, or other similar devices.
  - 9.4.3. Fires, except in grills.
  - 9.4.4. No boats are allowed on the ponds.
  - 9.4.5. No swimming is permitted in the ponds.

## 10. **PETS**

In order to provide a harmonious neighborhood, residents should recognize the need to properly restrict pets. All laws, ordinances, rules and regulations pertaining to dogs, cats, and other domestic animals adopted by local officials are hereby adopted as rules and regulations of the Beechtree of Cary Homeowners Association.

- 10.1. **Leashes: All animals must be on leashes or similarly restrained at all times when outside the dwelling.** This applies to animals on your property and on Common Property.

Animals are not to be left unattended on the Common Area. This includes the chaining of animals to posts, doors, electrical boxes, etc. Unattended animals often create a disturbance or are threatening to those passing by.
- 10.2. **Defecation: Do not let your pet defecate on the lawn areas of others or in grassy common areas.** Sufficient natural areas are provided to allow pets to relieve themselves without causing a nuisance. Also, do not allow your pets to defecate along the trail, dam, grassy areas, and in other open spaces. If they do, **you must remove the feces.** Later, users of these facilities may have the unfortunate experience of stepping in the items left behind by your pets.
- 10.3. **Nuisance:** Pets can be considered a nuisance when any act or acts of the animal or its owner annoys or disturbs rights and privileges common to the public or the enjoyment of private property including, but not limited to the following:

When a pet...

- 10.3.1. barks, howls, or whines in an excessive, continuous manner, one or more times per minute, each minute during a ten-minute period, or barks, howls, or whines in an untimely manner;
- 10.3.2. is a large animal off of the premises of its owner;
- 10.3.3. chases, snaps at, attacks, or otherwise molests pedestrians, bicyclists, motor vehicle passengers, or other domestic animals;
- 10.3.4. gets into or turns over garbage containers;
- 10.3.5. damages gardens or other foliage or other real or personal property;
- 10.3.6. is dangerous;
- 10.3.7. is maintained in an unsanitary condition as to be offensive to sight or smell;
- 10.3.8. is diseased and dangerous to the health of the public;
- 10.3.9. walks on and sleeps on automobiles of another homeowner;
- 10.3.10. is estrus (in heat) and not confined to a building or secure enclosure.
- 10.4. **Enforcement:** Enforcement of the leash law and other local ordinances will be done by local officials. Please contact the Town of Cary animal control office (see Page 2).

## 11. **GARBAGE / TRASH COLLECTION AND RECYCLING**

- 11.1. **Garbage:** Garbage (food containers and other household items) are collected weekly.
  - 11.1.1. **Containers:** Garbage containers must be specifically designed for the storage of garbage and must be kept in good repair.
    - 11.1.1.1. **Lids:** In addition to being properly maintained, all garbage containers must be tightly closed.
  - 11.1.2. **Location:** Garbage cans must be kept so that they are not visible from the street.
- 11.2. **Trash:** Trash items (paper, boxes, etc.) are collected from the curb during regular garbage pickup.
  - 11.2.1. **Location:** These items must be placed at the curb for pickup.
- 11.3. **Extra Large Items:** Extra large items such as furniture are collected by special arrangement only. Please call the Town of Cary for more information.
- 11.4. **Yard Waste:** Yard waste, such as lawn clippings, branches, and other similar items is collected from the curb weekly.

- 11.5. **Recycling:** Residents are encouraged to recycle. The Town of Cary provides curbside pickup of glass, plastic, aluminum, newspaper, etc. Recycle pickups are weekly. Please contact the town of Cary for a list of recyclable items.
- 11.5.1. **Location:** Recyclables are collected from the curb at the front of the home.
- 11.5.2. **Storage:** Recycle bins are to be stored so that they are not visible from the street. Items should be clean before placing in recycling bins to reduce the potential for attraction of bugs, rodents, etc.
- 11.6. Garbage containers, trash boxes, recycling bins, and large items for pickup **may not be placed at curbside prior to the evening before pickup, and must be removed the evening following pick-up.**
- 11.7. Homeowners are responsible for any garbage spread by animals, weather, tenants, or guests of tenants. Failure to clean-up all debris in a timely manner can result in the homeowner being billed for the pickup of items.

## **12. OBJECTIONABLE ACTIVITY**

As stated in the Declaration, “no noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.”

- 12.1. **Noise:** A local noise ordinance exists and any resident disturbed by excessive or persistent noise at any time should report violations immediately to the police. Disturbances include, but are not limited to, loud music, voices, cars, animals, etc., that may interrupt sleep or in any way disturb the well being of community residents.

Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police.

All residents have the right to a quiet neighborhood. Swift and firm action against offenders is the only means to preserve such rights. It is strongly recommended that you request the police come to your home before they visit the noise problem.

In the event you are required to contact the police about a noise problem, please notify the management agent. The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

## **13. SIGNS**

- 13.1. **Sale or Rent Signs:** One standard and reasonable sign indicating a home is for sale or rent may be posted at a location near the front of the home. The sign may not be greater than five square feet in size. Town of Cary ordinances prohibit the posting of sale or rent signs other than at the premises for sale or rent.
- 13.2. **Enforcement:** Signs in violation of this section will be removed, and any cost associated with the removal will be billed to the property owner.

## **14. SOLICITING**

- 14.1. Soliciting is not allowed. Please advise solicitors that the homeowners in Beechtree have requested that they not solicit in the Community and that a Town of Cary Business License is required.

## **15. ARCHITECTURAL REVIEW**

- 15.1. **Purpose:** The purpose of architectural review, as stated in Article VI of the Declaration of Covenants for Beechtree, is to “regulate the external design, appearance, use, location and maintenance of the Properties and of improvements of the Members of their respective Lots in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography of the Properties.”
- 15.2. **Mandatory Approval Required:** As provided in Article VI of the Protective Covenant, **mandatory review and written approval is required before any changes can be made to any home or lot.** “No improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee to an Owner shall be made or done without the prior written approval of the Board of Directors.”
- 15.3. **Architectural Review Committee:** As provided in the Covenants, the Board of Directors of the Association has appointed an Architectural Review Committee of three or more representatives of the Association to review proposed architectural changes. General guidelines for proposed changes and the application procedure are described in the following sections.
- 15.4. **Application Process:** Homeowners desiring to make changes to the exterior of their home or lot are required to adhere to the following procedure.
  - 15.4.1. Complete a Request for Architectural Review and submit the request, along with the following information, to the Association by delivering the application to the Management Office.

### **Required Information...**

- 15.4.1.1. Foundation survey or similar site plan of existing improvements and property lines;
- 15.4.1.2. Foundation survey or similar site plan showing proposed improvements, including dimension;
- 15.4.1.3. Profile view, pictures, or other similar information to indicate the final appearance of the improvement;
- 15.4.1.4. Description of color (include color samples), construction material, or other relevant information;

- 15.4.1.5. Notification of surrounding owners. In some cases improvement projects greatly affect the surrounding neighbors. Although final approval rests with the Architectural Review Committee, the committee reserves the right to notify your immediate neighbors of your proposed plans.
- 15.4.2. **Review of Proposed Changes:** The Architectural Review Committee will meet to review the request. After review, the Architectural Review Committee then makes a decision regarding approval of the proposed architectural change. The Committee will respond within thirty days indicating that the request is either approved, approved with modifications, additional information is required, or denied.
- 15.4.3. **Appeals:** In the event a homeowner is not satisfied with the original decision reached by the Architectural Review Committee, the homeowner may appeal the decision in writing to the Board of Directors by directing the appeal to the Management Company.
- 15.4.4. **Construction Period:** Construction must begin within ninety (90) days of the approval of the project and be completed within ninety (90) days after the start of the project.
- 15.5. **Guidelines and General Considerations:** The following guidelines and general considerations cover many of the common types of improvements made by homeowners. **They are general guidelines and should not be considered pre-approval of the application.** Also, exceptions to the guidelines are allowed when extenuating circumstances exist.
  - 15.5.1. **Major Additions:** Major additions include improvements such as rooms, garages, greenhouses, screened porches, sun rooms, storage buildings, swimming pools, deck extensions, patios, etc. that are permanent installations to the property.
    - 15.5.1.1. The design of major additions must be similar in style to the existing and surrounding structures. These include, but are not limited to, color, siding, roof pitch, etc.
    - 15.5.1.2. The location of the addition must not unnecessarily restrict the view or enclose the property of adjoining owners.
    - 15.5.1.3. In addition to proposed changes, the Association may require additional work such as the addition of shrubbery, trees, and other landscape changes to maintain the natural harmony of the subject property with the adjoining properties.
    - 15.5.1.4. Due to the complexity and cost of detailed plans, preliminary approval of proposed major additions can be obtained. If preliminary approval is granted, submittal of complete plans and final review and approval is still required.
  - 15.5.2. **Basketball Backboards and Goals:** Basketball backboards and goals must be installed in such a way so as to remain unobtrusive as possible and must be

utilized in such a way that the activity is restricted to normal waking hours and is not offensive.

- 15.5.2.1. Backboards may be attached directly to the house or installed freestanding adjacent to the driveway. A minimum distance of thirty feet from the street is required.
- 15.5.2.2. Substantial advertising on the backboards shall not be permitted.
- 15.5.3. **Dog / Cat Houses, Kennels, Runs:** Shelters for animals must be installed in such a way that they are screened from surrounding property and streets. The installation of shrubbery or fencing will, in most cases, be required.
- 15.5.4. **Fencing:** Fencing is often the most controversial issue regarding architectural review. The competing issues of openness and privacy are at direct odds. Fencing usually has a greater impact on adjoining property owners than any other type of improvement, and **MUST** be pre-approved.
  - 15.5.4.1. The maximum height for fences is six feet above the natural grade and must follow the natural grade of the property.
  - 15.5.4.2. Fences may not extend toward the street beyond the middle of the dwelling's side. All town and provider regulations regarding access to meters (gas, electric, etc.) must be followed.
  - 15.5.4.3. Natural treated wood is the preferred material for fences. Stockade type fences are the most common. Split rail and picket fences are generally allowed. Appropriate non-rusting hardware is required. Chain link fencing is not allowed.
  - 15.5.4.4. If a single side of a fence is to be finished, the finished side must be exposed to the adjoining property.
  - 15.5.4.5. **Fencing along Cary Parkway:** Fencing along the back of property that borders the Cary Parkway may require the installation of plants and other shrubbery along the outside of the fence to keep a natural appearance to the street scape.
  - 15.5.4.6. **Fencing along lake walking trail:** Fencing in backyards along the walking trail is strongly discouraged. Plantings will be required along the outside of the fence as it faces the walking trail to break-up the fence line. In some cases the Association may allow the homeowner to install the plant screen on the Association's property to allow the fence to be placed on the property line. All of the other guidelines concerning fences still apply.
- 15.5.5. **Landscaping and Planting:** Landscaping must be designed to compliment the house and site, be in harmony with the overall Beechtree neighborhood landscape, and not be detrimental to neighboring property. It is expected that front yards will include some area of turf grass. Landscaping should be maintained at a level that meets or exceeds other yards in the Beechtree

community.

The following changes require prior approval by the ARC: installation of vegetable gardens, gazebos, patios, and retaining walls.

Approval is not required to plant trees or shrubs, establish new ornamental planting beds, or replant in a previously approved vegetable garden.

However, the ARC reserves the right to review all landscaping concerns when requested by two or more Beechtree homeowners, and, if necessary, to require that the landscaping be altered or restored to a condition that is harmonious with the overall Beechtree landscape.

- 15.5.5.1. Trees, hedges, and shrubs that restrict sight lines for vehicular traffic will not be allowed. In the event that existing vegetation obstructs sight lines, cutting or removal will be required. The utility strip, or area of land between sidewalk and street, must remain grassy with the exception of minimal plantings around the mailbox.
- 15.5.5.2. Trees, hedges, and shrubs that unduly restrict the view of the ponds or other amenities from other properties will not be allowed. In the event existing vegetation obstructs the view from adjoining properties, cutting or removal may be required.
- 15.5.5.3. Lines of shrubbery along property boundaries will be considered fences and will be reviewed as such.
- 15.5.5.4. All landscaping elements must not be intrusive and must be appropriate to their surroundings. Size, scale, color, and materials are important criteria for acceptability. Whenever possible, the use of natural materials is preferred and encouraged. Visible plastic or wire border “fencing” is specifically not allowed.
- 15.5.5.5. All landscaping must be maintained on a regular basis consistent with the overall Beechtree landscape. Approval is not required to trim existing shrubbery or to remove and/or to replace damaged landscape elements.
- 15.5.6. **Painting / Staining, Exterior Color:** All painting and/or staining must be approved, even if color does not change. Colors must be harmonious with the colors of other homes in the general vicinity of the property to be painted. Two sets of color samples must be included with the application.
- 15.5.7. **Play Equipment:** Play equipment must be placed in the rear yard in such a way that is not visually obtrusive to adjoining property. Equipment constructed from natural materials is preferred and encouraged.
  - 15.5.7.1. Playhouses are considered major additions and will be reviewed as such.
- 15.5.8. **Retaining Walls:** Retaining walls should be as unobtrusive as possible and built to the minimum height required to be functional. Construction materials should

be brick, stone, timbers, or concrete.

- 15.5.8.1. Retaining walls should be tapered into the ground rather than end abruptly.
- 15.5.9. **Satellite Dishes:** Satellite dishes will be allowed in accordance with Article IX, Section 5 of the Protective Covenant for Beechtree.
  - 15.5.9.1. It is strongly encouraged that satellite dishes should be no larger than eighteen inches in diameter.
  - 15.5.9.2. Satellite dishes must be screened so as not to be visually obtrusive from adjoining property or from the street.
- 15.5.10. **Storage Buildings:** Storage buildings are major additions and will be reviewed as such.
  - 15.5.10.1. Prefabricated metal storage buildings are not permitted.
- 15.5.11. **Spas / Hot Tubs / Pools:** Spas, hot tubs, and pools must be located in the rear yard so that the noise from use and operational equipment does not adversely affect the use of adjoining property.
- 15.5.12. **Tree Removal:** Trees may not be removed unless there is the presence of disease or damage, or potential for harm to structures or other plantings. All other tree removals require prior approval. “Topping” of mature trees (removing the upper-most portion of the tree’s crown) is not permitted.
  - 15.5.12.1. Trees damaged or uprooted as the result of storm or other event may be pruned or removed without approval.
  - 15.5.12.2. Removal of large areas of damaged trees may require the replanting of similar trees to retain the natural landscape.
- 15.5.13. **Mail Boxes:** US Postal Service approved mail boxes of size one or one and a half in black, white, or a solid color that is in harmony with the exterior colors of the home, and are 44 inches high are considered standard to Beechtree. All other colors, designs, etc. require architectural review.
- 15.5.14. **Mail Box Posts:** The standard mail box posts that are allowed without additional approval are of a treated 4x4 or 6x6 wood construction with the option of a stiff knee and decorative top. The stiff knee and decorative top must be of the same material and color as the post and be of a size that is in keeping with the size of the post. All other mail box posts require architectural review and must be constructed of a material and in a style and size that are in keeping with the materials and style of the home.
  - 15.5.14.1 The homeowner is responsible for maintaining the mail box and post in good repair.
  - 15.5.14.2 No reflective numbers or letters are allowed on the mail box or post.

- 15.5.15. **Driveways / Extensions / Pads:** Driveways, extensions or pads must be similar to the existing driveway and must be approved by the Architectural Committee. Gravel is not allowed.
- 15.5.16. **Removal of Existing Structures:** The removal of any building, addition, fence, retaining wall, etc. must be reviewed as to the impact the removal will have on the properties. A detail of the restoration of the area disturbed will be required.