

Lennox at Brier Creek

Architectural Guidelines
Property Standards
&
Rules & Regulations

Updated August 2019

INTRODUCTION

Purpose of Design Guidelines

Lennox at Brier Creek is a Residential Townhouse Development. Simply stated, this means that the original tract of property was designed and approved as a self contained, deed restricted community, having its own covenants and order of rule under which all property owners would live and abide and which would provide for the maintenance of all Common Areas and improvements thereon. Restrictions were established so that aesthetics, appearance, and continuity could be defined and written based on the covenants and on precedence established by the Board of Directors and the Board of Directors reviews all architectural requests. These Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. In addition, these Design Guidelines are established to give the homeowner some degree of assurance that the actions of all members of the community would be directed so as not to adversely impact their enjoyment or property values.

The architectural standards and use restrictions set forth in this document are for the purpose of protecting the value and desirability of the real property located in the Lennox at Brier Creek Community. The Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Lennox at Brier Creek (DCCR) supports the Board's ability to adopt and publish from time to time amend written architectural standards and construction specifications.

No improvement of any kind shall be erected, placed or maintained, and no addition, alteration, modification or change to any improvement shall be made without the prior written approval of the Committee. No building, wall fence, swimming pool, or screened enclosure shall be constructed, installed or placed without prior approval of the Committee, or the Declarant, prior to the termination of the Declarant control. Nor shall a building permit for such improvement or change be applied for or obtained, nor shall any major landscaping or re-landscaping of any Lot be commenced or made (such construction, alteration and landscaping are hereinafter referred to as the "Improvements") until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Board. Construction must be accomplished in strict conformity with such plans as approved, unless otherwise expressly agreed to in writing by the Board. The Board shall have the sole right, authority and complete discretion to approve or disapprove the plans and specifications for any reason, including, but not limited to, exterior colors and appearance, landscaping, location of the structure or structures and aesthetics. In addition to setting standards, the Design Guidelines establish a process for review of proposed modifications to Lots and Dwellings to ensure that all sites within the community are developed and maintained with the consistency and quality that attracted you to Lennox at Brier Creek HOA.

Government Permits

To the extent that City of Raleigh and County Ordinances or any local government ordinances, building code or regulation requires a more restrictive standard than the standards set forth in these Design Guidelines or the Declaration of Covenants, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Declaration and the Design Guidelines (in that order) shall prevail.

Review Structure

The Board of Directors of Lennox at Brier Creek, Inc., handles architectural control and design review for the community. The Board has exclusive jurisdiction over all matters relating to modifications to existing structures and landscaping, as set forth in the Declaration of Covenants. The Board shall review plans and specifications for all modifications and landscaping on any Dwelling or Lot, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may promulgate additional design standards and review procedures consistent with these Design Guidelines. Information regarding the "appeals process" can be found on page 4.

DESIGN REVIEW PROCESS

Review of Modifications

The review of modifications shall require the submission of an application to the Board. Application forms can be secured at www.charlestonmanagement.com through Charleston Management. Depending on the scope of the modification, the Board may require the submission of all or some of the plans and specifications listed below. In the alternative, the Board may require a less detailed description of the proposed modification.

Application Process

The Board will require a set of any modification plans in addition to the submission of an application. These sets of plans may be submitted via email at www.charlestonmanagement.com under the Lennox at Brier Creek webpage or they can be submitted to the following address: Charleston Management, P.O. Box 97243, Raleigh NC 27624. FAX: 919-848-1548. Do not fax if the Board needs to review colors.

Generally, elevation drawings of the proposed change should be submitted (to scale) which show relationships to existing structures, landscaping, lot lines, and setbacks (distance from property lines) for all proposed improvements. These drawings should include a "site plan" and an elevation plan along with any additional information, which could help the Board visualize the project. For further descriptions of the five (5) elements that follow: floor plan, elevations, exterior finishes, landscaping plan, and other], please refer to applicable sections of this document.

Floor Plan

Showing decks, patios, related to the residential dwelling, trash enclosures, HVAC equipment and utilities.

Landscaping Plan

Showing location of trees, protection of existing vegetation, use of plants and other landscaping details. For further information see "Landscaping and Site Standards" section of this document.

Other

Such other information, data and drawings as may be reasonably requested, including, without limitation, irrigation systems, drainage, lighting, and other features.

Review Criteria: Recommendations & Variances

While the Design Guidelines are intended to provide a framework for modifications, they are not all inclusive. In its review process, the Board may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish grade elevation among other factors; however, the Board will not grant approval for a proposed modification that is inconsistent with the Design Guidelines, unless the Board grants a variance.

Variances may be granted in some circumstances, which include, but are not limited to, topography, natural obstructions, hardship, or environmental considerations. The Board shall have the power to grant a variance from strict compliance in such circumstances so long as the variance does not result in a material violation of the Declaration of Covenants. No variance shall be effective unless in writing and supported by all members of the Board.

Review Period

Each application and plan submittal shall be approved or disapproved within 30 days of receipt of all materials required by the Board. One set of plans shall be returned to the Applicant accompanied by the Board's decision. The other copies are for the Association's records. **The Board's decision shall be based upon a majority vote of the Board and shall be rendered in one of the following forms:**

1. "Approved" - the entire application as submitted is approved.
2. "Approved as Noted" - the application is not approved as submitted, but the Board's suggestions for curing objectionable features or segments are noted. The applicant must correct the plan's

objectionable features or segments and the Applicant may be required to resubmit the application and receive approval prior to commencing the construction or alteration.

3. "Disapproved" - the entire application as submitted is rejected in total.
4. "Variance" - Designated as an exception from the stated guidelines for a specific reason.

If the Board fails to respond within 30 days, approval shall be deemed granted.

As a condition of approval under this section, each Owner and all successors- in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration.

Approval of plans for any proposed modification shall not set a precedent for future applications.

Appeal

If an initial application is disapproved, an Applicant shall have the right to appeal by resubmitting the application information, documents and fees set forth above to the Board. The second submittal shall be considered only if the Applicant has altered the plans for modification or has new information, which would in the Board's opinion, warrant reconsideration. If the Applicant fails to appeal a decision of the Board, the Board's decision is final. Appeals will be reviewed at the next regularly scheduled Board Meeting provided the basic design guidelines set forth in this document are met and the Board is supplied with the application documents at least 7 days prior to the scheduled board meeting. This final appeal shall be only deemed approved if the applicant receives written notification from the Board. As the Board may only meet quarterly, approval shall not be assumed to be granted if the Board does not respond within 30 days.

City of Raleigh / County Approval

The review and approval of plans and specifications by the Board shall not be a substitute for compliance with the permitting and approval requirements of the City, County or other Governmental Authorities. It is the responsibility of the Applicant to obtain any and all necessary permits and approvals.

Implementation of Approved Plans

All work must conform to approved plans. If it is determined by the Board that work completed or in progress on any Dwelling or Lot is not in compliance with these Design Guidelines or any approval issued by the Board, the Board shall, directly or through the Board, notify the Applicant in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance and shall require the Applicant to remedy the same. If the Applicant fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration of Covenants and these Design Guidelines and the homeowner (property) shall be subject to a daily monetary fine.

Time to Commence

If construction does not commence on a modification for which plans have been approved within one year of approval, such approval shall be deemed withdrawn unless the applicant requests, in writing, additional time from the Board.

Time to Complete

The Board shall include, in any approval, a maximum time period for the completion of any modification. If no maximum time period is specified in the approval, the modification shall be completed within 180 days of its commencement. The Applicant may request an extension of such maximum time period not less than three days prior to the expiration of the maximum time period, which the Board may approve or disapprove.

Changes after Approval

All proposed changes to plans, including, but not limited to, changes that affect the exterior of any building, colors, windows, grading, paving, utilities, or landscaping made after plan approval must be submitted by the Applicant and approved in writing by the Board prior to implementation of such changes. Close cooperation and coordination between the Applicant and the Board will ensure that changes are approved within 15 days.

If the City of Raleigh or County, or any other authority having jurisdiction, requires that changes be made to final modification plans previously approved by the Board, the Applicant must notify the Board of such changes and receive approval from the Board prior to implementing such changes.

Enforcement Waiver

In the event of any violation of these Design Guidelines, the Board may take any action set forth in the by-laws or the Declaration, including levying a Specific Assessment pursuant to the Declaration. The Board may also remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Dwelling/Lot upon which such violation exists.

Design Standards

The following specific site criteria shall apply to all proposed modifications within the community unless the Board grants a variance. These guidelines may be modified from time to time and are not inclusive of all architectural standards which may be adopted by the Homeowners Association, Inc. Applicants are responsible for obtaining all necessary building permits.

Air Conditioning Equipment

Unless other-wise permitted by the Board, no window-air-conditioning unit shall be installed.

Antenna and Satellite Dishes

No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other devices of any type for the reception or transmission of radio or television broadcasts or other means of communications 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 the Telecommunications Act of 1996, as amended from time to time.

To the extent that the reception of an acceptable signal would not be impaired, a permitted antennae or satellite dish may be installed only if it: i) is located in the rear or side yard of a lot or the rear roofline of the home; ii) is not visible from any street; iii) is integrated with the Dwelling or Live/Work Unit and surrounding landscape.

If a signal cannot be obtained from the aforementioned locations, the ARC has the authority to permit installations in other locations on the lot and to require screening of the installation.

Awnings

The installation of awnings on the front of the residence or side(s) of the dwelling that faces the street is prohibited. Other instances of installation are on a case-by-case basis for approval by the Board.

Basketball Goals

All goals should be commercially manufactured and portable. No permanent goals are permitted and no goals may be attached to the structure (unit). All goals equipment (pole, backboard, net, rim) must be maintained in good condition. Must be set up on the driveway, not in the street or on the yard/turf, and facing in a direction and in a location that does not cause players or the ball to be in the named street impacting traffic. Goal owners must be mindful not to hinder the neighbors' privacy or property during play. Repair of any damage to turf or plantings is the responsibility of the homeowner.

Boats, Trailers, and Unlicensed, Unregistered or Inoperable Vehicles

No owner or his family, lessee or sublessee or guest of an Owner shall: (i) park any vehicle on a street within or adjoining the community except in a designated paved parking space; (ii) park or keep on any lot or street within or adjoining the Subdivision any abandoned, partly dismantled or inoperative vehicle; or (iii) park or keep on any Lot or any street within or adjoining the Properties any boat or boat trailer, utility or other trailer, recreational vehicle, motor home, camper, bus, truck in excess of one ton weight, commercial vehicle, truck or van, or anything else other than a vehicle normally intended for use as a private passenger vehicle.

Vehicles parked in alleys, on sidewalks, or outside of designated parking spaces are subject to towing at vehicle owner's expense, in accordance with the current tow policy, which is attached as **Exhibit C**.

The Board of Directors shall have the right and authority to make, implement and enforce additional parking rules and regulations as it might determine are necessary.

The Board shall have the right and authority to have towed any vehicle parked or maintained in violation of these or subsequently adopted parking rules and regulations.

Exterior Lighting

Except for seasonal holiday decorative lighting, all significant exterior lighting changes must be approved by the Board. The Board may take into consideration the visibility and style of the fixture and its location. Exterior lights shall be conservative in design and as small in size as practical. Lights shall be directed toward the house or ground and limited in wattage to 2,000 lumens. Low voltage (12 volt) lighting is preferred. Holiday lights should be removed no later than one (1) month after the holiday. Holiday displays, which, in the opinion of the Board, create traffic congestion or become an annoyance to adjacent property owners, shall not be allowed.

Fences & Privacy Panels

Fencing and privacy panel requests will be reviewed on a case-by-case situation due to the high density and drainage issues within the community.

The installation of a 6 foot vinyl privacy panel perpendicular to the existing privacy panel behind a home is permitted with prior ARC approval, but the complete enclosure of a rear yard or patio using the vinyl privacy panels is not permitted.

Five foot black metal fencing is allowed to enclose the rear yard of a home, but a four foot fence must be installed on each side of the fence for access by landscape personnel. Landscape personnel will not service a rear yard if the gates are locked, if there is an animal in the yard or if there is animal feces in the yard. Neither the landscaping contractor, nor the HOA are liable for any gate that is not securely closed. Pet owners are advised not to leave dogs unattended in fenced yards for extended periods.

The HOA cannot confirm that the landscape maintenance will take place on the same day or time each week. Neither the HOA, nor the landscaping contractor is responsible for damage to fencing or gates.

Additional fencing information is attached in Exhibit A.

Garage Sales

No garage sales or similar activities are permitted, except with prior written consent of the Board of Directors or if it is an HOA sponsored or community wide event.

Grills

No grills allowed on balconies, turf areas, or front porches. They are to be on front or back patio or driveway only. Grills stored on driveways or patios should be covered when not in use. No commercial or 'party grills' are allowed. Open pit type fire pits are not allowed on balconies, turf areas, or front porches. Wood burning fire pits are not allowed.

Hot Tubs and Saunas

The approval of the Board is required for the installation of any hot tub, jacuzzi, sauna or spa. Any hot tub, jacuzzi, or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. Hot tubs, jacuzzis, or Spas shall be located at the rear of the property and shall be installed in such a way that is not immediately visible to adjacent property owners and shall not create an unreasonable level of noise for adjacent property owners. Owners are required to install safety features such as locks or covers for these items when such are not in use. Applicable City and County ordinances govern these requirements.

Landscaping

Owners are responsible for watering of turf and plantings. Additional plantings and yard enhancements are permitted with prior approval of the ARC. A plat plan with the location of requested plantings, type of plant, and height at maturity must be submitted with the architectural request. Replacement of existing plants with the same species and variety does not require prior approval.

Live/Work Unit Regulations.

Special regulations exist for Live/Work units. Please refer to Article X., Sections 11 and 12 of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Lennox at Brier Creek for further information.

Paint

Owners may repaint in accordance with the original color scheme of any dwelling or improvement without approval of the Board. The approval of the Board is required for all changes in exterior painting.

Parking

Each home in the community is permitted a maximum of two vehicles per household. The Board of Directors shall have the right and authority (but shall not be obligated) to assign parking spaces to owners on an equal, non-discriminatory basis. Please be courteous and work with your neighbors on amicable parking situations. The goal is to be fair to everyone and not to have to implement a towing policy in the community.

Patios and Pergolas

The approval of the Board is required for the construction of patio covers and open patios. Pergolas over existing or new patios are permitted, with prior approval of the ARC. Owner must submit an elevation drawing and a material list for the structure and provide a plat plan with the location and dimensions identified on the plan. No structure may extend past the rear property line or past the side of the home.

Parking

Pursuant to Article X, Section 6 of the DCCR, there are two vehicles permitted per household. Vehicles should be parked in the garage and driveway of a home so that sufficient street parking is available for guests. Parking of owner vehicles in guest parking stalls is discouraged.

Vehicles parked in alleys, on sidewalks, or outside of designated parking spaces are subject to towing at vehicle owner's expense, in accordance with the current tow policy, which is attached as **Exhibit C**.

The Board of Directors shall have the right and authority to make, implement and enforce additional parking rules and regulations as it might determine are necessary.

The Board shall have the right and authority to have towed any vehicle parked or maintained in violation of these or subsequently adopted parking rules and regulations.

Pets

No animals, livestock, or poultry of any kind shall be kept on any Lot, except that a total of three (3) dogs and/or cats can be regularly kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and that they do not become a nuisance within the subdivision.

Dogs or cats shall not be permitted to run free outside the confines of the owner's property. Dogs being walked in any common areas or on streets and sidewalks in the community must be on a leash. Animal waste shall not be permitted to be left on private property, public streets, sidewalks, or right of ways. Owners shall accept full responsibility for their animals and their animal's waste.

Pet owners must observe all aspects of the Wake County Animal Control Ordinance.

Please refer to Exhibit B, Section G. regarding pets.

Rentals of Units

Please refer to Exhibit B, Amended and Restated Rules and Regulations, Section I, "Restrictions on the Leasing or Rental of Lots for a detailed explanation of rental requirements and procedures in the community.

Rooftop Equipment

The approval of the Board is required for all rooftop equipment and accessories, unless specifically accepted in this section. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb, and shall not be visible from the street. Landscaping or other buffering is required for solar panels. Please note when the roofing has been altered the Association no longer accepts responsibility for roof repairs / replacement.

Installation of solar panels may not begin until a written ARC request has been submitted and written approval is received by the unit owner.

Solar Panel Installation:

1. Installation of solar panels may not begin until a written ARC request has been submitted and approval is received by the unit owner.
2. Placement of solar panels must be such that they are not visible from the front elevation of the unit (the side facing the main street of the address).
3. Panels must be all black in color to integrate into the existing aesthetics of the community.
4. Style must insure the panels integrate seamlessly into the existing roof lines and home design.
5. Panels must sit flush with the existing plane of the roof.
6. Racking and underlying materials must be all black and minimally visible.
7. Installing solar company must provide, at owner's expense, de-installation and re-installation services in the event roof shingles need to be replaced.
8. Owner understands and agrees the HOA is no longer responsible for normal repairs/maintenance of the roof and agrees to accept responsibility for such repairs/maintenance as needed. The owner agrees to provide subsequent owners in writing all pertinent information regarding warranties, support, and responsibilities for repairs/maintenance of the roof.
9. It is the owner's responsibility, at the time of sale of the property, to inform potential owners of the status of future roof maintenance and replacement for the unit.

Rules & Regulations

A complete copy of the Lennox at Brier Creek Amended and Restated Rules & Regulations, Adopted and Effective April 8, 2019 are attached as **Exhibit B**.

Screened Porches

Screened porches are permitted provided that the design is consistent with existing porches in the community. Owner must submit an elevation drawing and a material list for the structure and provide a plat plan with the location and dimensions identified on the plan. No structure may extend past the rear property line or past the side of the home.

Signs

Except as otherwise required by the City of Raleigh, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale, and signs of not more than six (6) square feet 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 sixty (60) days before such election and shall be removed within two (2) days after such election.

-For Rent signs may not be displayed on any lot or in any windows of a unit.

-Open House signs may be posted the day before a showing and must be removed (along with balloons, streamers, etc.) by the end of day of the showing. This includes any additional information signs or notices. Signage is limited to common area property and should not be placed on any private property. Signage should not impede pedestrians or obstruct the view of drivers.

Temporary Structures

Temporary structures are prohibited. The approval of the Board is required for tents other than camping tents that are used for occasional overnight sleeping. Approval by the Board is also not required for temporary canopies that are erected for special occasions.

Trash & Recycle Containers

Trash and recycle containers must be stored in the garage of a unit or screened from view utilizing one of the approved trash screens, with one screen utilized per container so that all three sides are screened, with the fourth side placed against the building. No trash or recycle containers may be placed on the front porch of a unit. Trash cans and recycle containers may be placed at the curb the night before scheduled pick up and then must be returned to a screened location the evening of the pickup. **Refer to Exhibit A for approved trash screens or owner may submit an alternate design for ARC approval.**

Tow Policy

Please refer to **Exhibit C for the current tow policy**, which is subject to change.

Clotheslines and outside clothes drying

No clothesline or clothes poles shall be erected, and no outside clothes drying is permitted.

Utilities

Pipes, wires, and other utility facilities shall be kept and maintained underground. Utilities include water, sewer, power, telephone, cable television, and miscellaneous conduits.

Window Coverings

Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, reflective materials such as foil, sheets, or other temporary window treatments are permitted. All window treatments must be maintained in good repair.

LANDSCAPING AND SITE STANDARDS

Landscaping is an essential element of design in the neighborhood and is also an integral part of maintaining property value and neighborhood continuity. Preservation of existing vegetation must be considered in establishing and maintaining the landscape design.

Drainage

Drainage of the property must conform to all City of Raleigh and County requirements. All drainage and grading must be indicated on the proposed plans submitted to the Board. There shall be no interference with the established drainage pattern over any property except as approved in writing by the Board.

The established drainage pattern is defined as the drainage pattern engineered and constructed by the original builder prior to (or in some cases, immediately following) conveyance of title from the builder to the individual homeowner.

Landscaping shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house, and shall prevent water from flowing under, pounding near, or against the foundation of the dwelling. Water should flow fully over walkways, sidewalks, or driveways into the street.

CONSTRUCTION GUIDELINES

Inspections

The Board may perform periodic informal inspections to ensure that work is being performed in conformance with approved plans and the design guidelines. All inspections are observations only and will not relieve the owner's obligation to obtain inspection approvals from the City and or County and other organizations having jurisdiction.

Job sites not in compliance with these Design Guidelines or approved plans will be issued a Notice of Violation. Further construction is prohibited until the homeowner addresses the violations.

Construction Damages

Any damage to vegetation or common area facilities caused by the Applicant, their contractors, subcontractors, agents or employees must be corrected immediately to the satisfaction of the Board and the owner of the damaged property. If the damage is not corrected, the Association may repair such damage and assess the costs of repair to the Applicant.

Conduct

The applicant must ensure that all contractors and subcontractors control the conduct of their employees while working in the community. Loud music, profanity and other behavior, which is unbecoming, will not be tolerated. Employees violating this policy may be asked to leave the premises and may be denied future access to the community.

Site Cleanliness

All **work sites** must be maintained in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be cleared on a regular basis.

LIMITATION OF LIABILITY

Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications, neither the Board of Directors, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Association the Board of Directors nor the officers, directors, members employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against the Association, committees, or the officers, directors, members employees, and agents of any of them to recover any damages.

EXHIBIT A

FENCING & PRIVACY PANEL SPECIFICATIONS

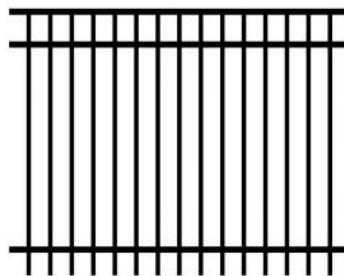
Fencing and privacy panel requests will be reviewed on a case-by-case situation due to the high density and drainage issues within the community.

The installation of a 6 foot vinyl privacy panel perpendicular to the existing privacy panel behind a home is permitted with prior ARC approval, but the complete enclosure of a rear yard or patio using the vinyl privacy panels is not permitted.



Example of approved privacy panel

Five foot black metal fencing is allowed to enclose the rear yard of a home, but a four foot wide gate must be installed on each side of the fence for access by landscape personnel. Landscape personnel will not service a rear yard if the gates are locked, if there is an animal in the yard or if there is animal feces in the yard. Neither the landscaping contractor, nor the HOA are liable for any gate that is not securely closed. Pet owners are advised not to leave dogs unattended in fenced yards for extended periods. The HOA cannot confirm that the landscape maintenance will take place on the same day or time each week. Neither the HOA nor the landscaping contractor are liable to damage to fencing.



Examples of approved fencing, one with “puppy panel.” Other designs will be considered by the ARC.

All applications must be accompanied by a plat map of the lot with the proposed location of the fencing and gates drawn on the map. All fencing on corner units must start at the rear corner of the home. No portion of the fence may be placed outside of the lot lines. Fencing is not permitted in drainage or sewer easements.

TRASH SCREEN OPTIONS



Residents are required to screen any trash or recycle bins stored outside the garage with one of the approved designs or you may submit an alternate design for approval by the HOA. The designs shown above are all approved for use at Lennox at Brier Creek and available through many on-line stores or local home improvement stores. Owners may also submit an alternate design for HOA approval.

EXHIBIT B

LENNOX AT BRIER CREEK AMENDED AND RESTATED RULES AND REGULATIONS Adopted and Effective: April 8, 2019

A. INTRODUCTION

In order to live harmoniously in a close community, it is necessary to have a few rules. Please keep in mind that each one of these rules is necessary in order to make your day to day life and the day to day lives of your neighbors more pleasant and enjoyable.

By observing these rules, all residents of the Lennox at Brier Creek community will have the benefit of living in one of the most pleasant and appealing residential communities in the region. If there are any rules with which we just cannot live, your Board of Directors (the "Board") has the authority to revise them. The following rules were adopted by your Board in accordance with the provisions of Article VIII, Section 1(a) of the Bylaws to adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of Owners and their guests thereon and in the community. Your Board unanimously approved the following rules.

These rules and regulations are in addition to those covenants, conditions and restrictions for Lennox at Brier Creek set forth in the Declaration of Covenants, Conditions and Restrictions, Easements, Charges and Liens for Lennox at Brier Creek governing the community (as amended from time to time, the "Declaration"). If there is a conflict between the provisions of the Declaration and these rules and regulations, the provisions of the Declaration shall control. Capitalized but undefined terms set out in these rules and regulations shall have the meanings ascribed to these terms in the Declaration.

B. APPEARANCE

In addition to any restrictions contained in the Declaration:

1. No portion of the Common Areas shall be decorated in any manner by any Owner or occupant without the prior written consent of the ACC.
2. No clothing, decorations or other articles shall be hung in Common Areas or on porches or balconies .
3. Each Owner shall keep his or her Lot in a good state of preservation and cleanliness and shall not sweep, throw or permit to be swept or thrown therefrom or from the doors, windows, private courtyards, balconies or patios thereof, any dirt or other substance.
4. No Owner shall make any alterations or improvements of or to the Common Areas without the prior written consent of the ACC.

LENNOX AT BRIER CREEK
AMENDED AND RESTATED RULES AND REGULATIONS
(Cont.)

5. No tables with umbrellas or grilles of any kind shall be located on any front porches of the homes on the Lots.

6. It shall be the responsibility of each Owner to regularly water the grass, plants, trees and landscaping on its Lot.

C. PARKING AND STORAGE

In addition to any restrictions contained in the Declaration & Exhibit C:

1. No bicycles, motorcycles, mini-bikes or similar vehicles or other personal articles shall be stored in the Common Areas or on porches except as approved in writing by the ACC.

2. No vehicles belonging to any Owner or to a member of the family or guest, or tenant of an Owner shall be parked in such manner to impede or prevent ready access to the remaining parking areas within the community. Owners, visitors, licensees and the Owners' families will obey the posted parking regulations, and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners.

3. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle shall be parked, stored or left on any portion of the Property. The term "commercial vehicle" shall generally exclude government-issued vehicles or automobiles of a type commonly used for family transportation notwithstanding that they may have commercial lettering or logos on their exteriors, provided (i) no objects, signs, tools, tool racks, or other forms of commercial advertising are attached or affixed to the vehicle; and (ii) the ACC shall have the authority in its sole discretion to make final determinations as to whether a vehicle is a commercial vehicle on a case by case basis.

4. No inoperable or wrecked vehicles of any type are allowed on the Property, either temporarily or permanently. No repairs to any vehicles or other personal property shall be made in parking spaces or driveways, except in the case of emergency.

5. No vehicles of any type shall be parked or stored on or across any sidewalk in the Property or on any part of a Lot other than in those areas improved for that purpose (i.e., driveway or parking pad), and all parking and storage shall otherwise comply with all governmental and private rules and regulations, including regulations regarding nuisance and on and off-street parking.

6. No garage sales or similar activities shall be permitted on any Lot or within the Common Areas, except as approved in writing by the ACC.

**LENNOX AT BRIER CREEK
AMENDED AND RESTATED RULES AND REGULATIONS
(Cont.)**

D. DISTURBANCES

In addition to the restrictions contained in the Declaration:

1. No Owner shall make or permit any noises that will disturb or annoy the occupants of the buildings or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Owners. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS. EXCESSIVE NOISE FROM PARTIES, STEREOS, TV's, ETC. CAN FRUSTRATE NEIGHBORS. SPECIAL CARE SHOULD BE GIVEN TO NOISE AND DISTURBANCES EMANATING FROM PRIVATE COURTYARD AREAS, PORCHES AND BALCONIES.
2. No discharge of firearms or fireworks shall be permitted.
3. No excessive idling of vehicles shall be permitted.
4. Owners shall ensure that alarm systems associated with their homes and automobiles are in good working order and repair in order to avoid unwarranted disturbances to neighbors.

E. GARBAGE AND UTILITIES

1. All garbage and refuse from homes shall be deposited with care in containers provided for such purposes, shall be transported by each Owner for collection to such location as is required by the garbage service, and shall be retrieved by each Owner and appropriately screened from the view of any private rights-of-way or adjoining Lots within twelve (12) hours after garbage collection. All waste should be bagged and tied before depositing in receptacles.
2. No Owner shall interfere in any manner with any portion of the common lighting apparatus in or about the buildings. No Owner shall install exterior lighting on the Property.
3. No Owner shall dispose of any paint, oil or other similar materials in storm drains or other portions of the Common Areas.
4. Garbage and recycle bins must be stored in an Owner's garage or in an approved enclosure screened from the view of the street and adjacent Lots.

F. SAFETY

1. Each Owner shall maintain in a prominent place within his or her home a general purpose fire extinguisher.

**LENNOX AT BRIER CREEK
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(Cont.)**

2. No outdoor fires, except within enclosed outdoor fireplaces or other decorative fire rated devices, shall be permitted other than grilles located within private courtyard areas or within the Common Areas specifically designated for such use by the Board.
3. Owners shall exercise reasonable care in the enjoyment of fireplaces located within their homes.
4. Each Owner shall secure access to their home and each private courtyard area.

G. PETS

In addition to any restrictions contained in the Declaration:

1. No animals, livestock or poultry of any kind shall be kept or maintained on any portion of the Property or in any home except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, that they do not create a nuisance (in the judgment of the Board), such as, but without limitation, by number, noise, odor, damage or destruction of property or refuse, and further provided that they are kept and maintained in compliance with all laws and ordinances of applicable governmental authorities relating thereto. In no event shall more than a total of three (3) dogs and/or cats be regularly kept on any Lot except for newborn offspring of such household pets which are under nine (9) months in age. The Board may prohibit or require removal of any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference with the peaceful enjoyment by other Owners of their Lots, and the security measures taken by the Owner with respect to such animal, the Board, after affording the Owner of such animal Notice and Opportunity for Hearing, deems to be undesirable, a nuisance or a safety hazard.
2. Owners shall clean-up after their pets, including without limitation within the Common Areas. Pets shall not roam free within the Common Areas and otherwise shall be kept on an overnight basis within homes.

H. USE OF COMMON AREAS

In addition to any restrictions contained in the Declaration:

1. No climbing or horseplay on or near retaining walls located within the Common Areas shall be permitted.
2. No disturbance of any creeks, storm water detention areas or landscaping areas located within the Common Areas (except by the Declarant or the Association) shall be permitted.

**LENNOX AT BRIER CREEK
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(Cont.)**

3. No decorations of any kind shall be installed in the Common Areas except for any decorations approved in writing by the ACC.
4. No garage sales or similar activities shall be permitted, except with the prior written consent of the ACC for each occasion that any such activity takes place.

**LENNOX AT BRIER CREEK
AMENDED AND RESTATED RULES AND REGULATIONS
Adopted and Effective: SEPTEMBER 1, 2016**

I RESTRICTIONS ON THE LEASING OR RENTAL OF LOTS

These rules pertain to any lease of a Lot allowed under the Association's Second Amendment to the Rules and Regulations of the Lennox at Brier Creek Homeowners Association, Inc. ("Second Amended Rule") placing a cap on rentals. In accordance with the powers vested in the Board to promulgate rules related to leasing in the Declaration, no Owner shall lease or rent a Lot (Live/Work Unit), whether for rental payments or without charge, except as may be permitted by these Rules and Regulations and the Second Amended Rule. These Rules and Regulations are not applicable to the Home-Based Business area of the Lot (Live/Work Unit). The following restrictions shall apply to all leases:

1. Any Owner who leases his or her Lot (Live/Work Unit) shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Lot (Live/Work Unit) is occupied by such tenant.
2. No Owner shall lease or rent less than an entire Lot (Live/Work Unit) and
 - a) No more than one family shall live in any one Lot (Live/Work Unit).
 - b) The Lot (Live/Work Unit) shall not be leased or rented for hotel or transient purposes
 - c) No rental agreement or lease shall be made for a period of less than twelve (12) months, unless a lease is executed for a shorter term in connection with the sale of a Lot by an Owner who is to temporarily occupy such Lot following the closing of the sale thereof or a shorter term requested by an Owner is approved by the Board based on sufficient evidence provided by such Owner establishing a need for a shorter term.
 - d) Any Owner leasing a Lot (Live/Work Unit) must provide a copy of the Declaration, the Bylaws, and these Rules and Regulations (collectively, "the Governing Documents") to its tenant.
 - e) Any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Governing Documents and that any failure by the tenant to comply with such Governing Documents shall be a default under the rental agreement or lease.
 - f) However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Governing Documents.
 - g) In the event an owner sells his/her Lot (Live/Work Unit), it is the responsibility of the owner to disclose to buyer that no more than twenty percent (20%) of the lots in the Lennox at Brier Creek Subdivision may be leased and that the "right to lease" does not convey with any Lot.

3. Owner must provide to the Board in writing (through the Association's managing agent) such documentation evidencing the leasing arrangement, including, without limit on, the following:

- a) the name of the tenant and the Lot rented or leased;
- b) the current address, email address and telephone numbers of the Owner;
- c) a true and complete copy of the leases or rental agreement;
- d) the Certification form that the tenant has been given a copy of the Governing Documents and that such tenant has been advised of any obligations he may have thereunder as a tenant.

4. In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay annual and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement. Any Owner leasing a Lot shall be responsible for all actions taken by its tenant and such Owner agrees to terminate a lease if the tenant causes repeated violations of the Declaration, Bylaws or these Rules and Regulations.

Nothing herein shall be deemed or construed to allow a lease of a Lot in excess of the cap set forth in the Second Amended Rule.

EXHIBIT C

Parking/Towing Policy
Updated August 2019

A personal vehicle may **temporarily stop** parallel to a curb for no more than 10 minutes, provided it is not across any sidewalk or on the grass. The term “temporarily stop” means the **vehicle is placed in park with the hazard lights turned on, or trunk/doors are open, or the vehicle remains running.**

The temporary stop provision does **NOT** apply at any time to alleyways behind homes as they are considered fire lanes. If a car is parked in an alleyway and not in a driveway, it is subject to immediate towing.

These types of vehicles are exempt from towing:

- a) **Delivery/Repair/Maintenance:** Vehicles must clearly display identification on the vehicle such as a logo, decal, or emblem, or may be considered a delivery/ repair/maintenance vehicle if they have tools, tool racks, ladders, or other repair supplies such as pipes or siding on the vehicle.
- b) **Emergency:** Self-explanatory
- c) **Moving Van or Truck:** Vehicles actively being used to move property in/out of a residence.
- d) **Realtor:** Realtor and client vehicles may **temporarily stop during the timeframe of an advertised open house** to park parallel to a curb for no more than 10 minutes but not across any sidewalk or on the grass. All other times, the realtor and client must park in a designated space or in the driveway.

Tow times are 24 hours daily, 7 days per week for any parked vehicle that does not meet a condition defined above.

If residents call to report an illegally parked vehicle, it is up to the discretion of the towing company to respond, if personnel and equipment are available.