

Tennyson Place Homeowners Association

Rules & Regulations

Rev. 4 Effective 3/1/13

The purpose of the Rules and Regulations is to provide a standard for the Tennyson Place neighborhood. These Rules and Regulations are intended to supplement the Declaration of Covenants, Conditions, and Restrictions for Tennyson Place. The goal of the Tennyson Place Home Owners Association (HOA) and the Architectural Review Committee is to ensure the architectural integrity of the neighborhood is upheld and to ensure our neighborhood is well maintained. These rules and regulations may be amended, modified or changed, in the sole discretion of the Tennyson Place HOA Board of Directors.

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Section I – Introduction

1.1 *Preface*

1. The following Rules & Regulations flow from and supplement provisions found in the Declaration of Covenants, Conditions, and Restrictions of Tennyson Place Homeowners Association. It is not the intent of these Rules & Regulations to be a substitute for the Declaration.
2. The Board of Directors shall have the power and authority to adopt, amend or repeal rules and regulations from time to time.
3. The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a minimum of thirty (30) days for public comment.

1.2 *Procedure for Submitting Architectural Changes*

Per our covenants, “Unless a written response is given by the Architectural Review Committee within sixty (60) days following its receipt of the required number of complete sets of Plans and payment by the applicant of any applicable processing fee and consulting fees due and payable at the time request for approval of Plans is submitted by the applicant, the Plans shall be deemed approved.”

1. Complete the “Owner/Agent Application for Architectural Review” form. This form is attached as Exhibit C to these Rules and Regulations and can also be downloaded from the management company’s website.
2. Submit all completed forms to the management company.
3. The management company will forward all plans to the BOD. The BOD will forward to the Architectural Review Committee for review.
4. After the Architectural Review Committee review, the plans will be forwarded back to the BOD for final voting.
5. The BOD will return the plans to the management company who will inform the homeowner.

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Section II – Rules and Regulations

2.1 Fences

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. Fence material may be either pressure treated lumber and of vertical picket type or black iron with vertical rods.
3. Fence must be between 4 and 6 feet tall excluding any decorative post.
4. Wood fence must be either painted with a light stain or a clear coat applied after curing period.
5. Fence must tie in to the side of the house at least fifteen feet from the front corner of the house.

6. Spacing for wood pickets on wood fences must not exceed 1 ½ inches. Spacing for Iron pickets on iron fences must not exceed 4 inches.
7. Space between posts should not exceed 8 feet.
8. Fence must be “good neighbored” i.e. cross-member rails facing inside.
9. Fences constructed on the properties along St Agnes Way and those directly backing them on Clairbel Court, specifically lots numbered 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, shall comply with the following:
 - a. The portion of the tree-line which falls within the rear property line shall be incorporated within their fenced-in yards.
 - b. The back section of fence along the North and South property lines, measuring 3 feet from the rear property line, shall have the bottom raised four inches (4") above finished grade. The top of the fence in this section shall remain at the same level as the rest of the fence.
10. Alleys may not be created between two fences. If a neighbor already has a fence constructed, the homeowner must tie into the neighbor’s existing fence with his/her permission. It is recommended to place fences a minimum of 6 inches away from buffers, rights of way, or easements. Fences that are constructed along property lines within such easements are done so at the sole risk of the homeowner, with the understanding that such fences could be subject to removal by the City of Raleigh for maintenance, etc. In this event the homeowner may be liable for cost of reconstructing the fence, as per the City of Raleigh's ordinances.
11. It is the individual homeowner’s responsibility to comply with all governmental codes and regulations pertaining to easements and other constraints. Approval of a submitted request in no way implies that the Architectural Committee and/or Board of Directors has investigated these matters or agrees a proposed project meets governmental requirements.
12. The Association shall never, under any circumstances, be responsible for any damage to any homeowner’s fence or loss to the homeowner. All costs of removing and/or replacing the fence under any circumstances will always be the sole responsibility of the homeowner.

2.2 Decks

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. All building permits and inspections; as required by the governing municipality(s); must be obtained and is the responsibility of the homeowner.
3. Deck must be either painted with a light stain or a clear coat applied after curing period.
4. Deck may not be placed within any buffer, right-of-ways or easement(s). (Owner is responsible for determining where these may be located on the property; if applicable)

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5. Deck installation must not negatively alter the grade of the lot. Homeowner is responsible for any negative drainage to his or neighboring property as a result of lot modifications.
6. Deck must not be visible from the street in the front of the home.

2.3 Sheds / Utility Buildings / Miscellaneous Structures and Items

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. The structure or item height must not exceed 12 feet.
3. The structure or item materials and color must match closely to the house as possible.
4. The structure or items must be placed in the rear yard so as to not be visible from the street as much as possible.
5. The structure or item can not to be placed in any easements, right-of-ways or undisturbed buffers.
6. The structure or item must be at least 6 feet from the closest point of the home.

2.4 Home Additions

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. All building permits and inspections; as required by the governing municipality(s); must be obtained and is the responsibility of the homeowner.

2.5 Decorative / Holiday Lighting

1. Holiday lights and decorations may be displayed from November 15 through January 15.
2. Lights and decorations for holidays falling outside the above dates may be displayed from one month prior to the holiday to one week after.

2.6 Painting Exterior of home

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
The paint color must match closely to the colors of the other homes in the neighborhood.

2.7 Installation of Storm Door

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. The materials and color must match closely to the colors in the neighborhood.

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2.8 *Screened Patio*

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. All necessary building permits and inspections; as required by the city of Raleigh; must be obtained and is the responsibility of the homeowner.
3. Homeowner is responsible for any damage (current or future) that may occur to the existing structure/property as a result of the improvement.
4. Patio must NOT be located within disturbed buffers, rights-of-way or easements. Owner is responsible for determining where these may be located on their property.
5. Patio installation must not negatively alter the grade of the lot. Homeowner is responsible for any negative drainage to his or neighboring property as a result of lot modifications.
6. Screened Patio must not be visible from the street in the front of the home.

2.9 *Patios*

1. All plans to install a patio on your property must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation.
2. The patio cannot extend to within 6 feet of side property line.
3. The patio cannot exceed 6 inches above ground level at any point.
4. Patio may not be placed within any buffer, right-of-ways or easement(s). Owner is responsible for determining where these may be located on the property; if applicable.
5. Patio installation must not negatively alter the grade of the lot. Homeowner is responsible for any negative drainage to his or neighboring property as a result of lot modifications.
6. Patios shall be constructed of natural or colored concrete, slate, flagstone, brick, or wood (no synthetic turf is permitted). Patios must be harmonious in design with the adjoining structure and must not impinge in any way on the privacy of neighboring properties.

2.10 *Landscaping*

1. Plans to significantly alter the appearance of the landscaping must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible. (i.e. planting several large trees.)
2. Lawns must be maintained and cut on a regular basis.
3. Beds must be weeded and mulched as needed.
4. Bushes must be kept trimmed and not overgrown.
5. Fallen trees, limbs, bushes and debris must be removed from yard.
6. Driveways and sidewalks must be edged.
7. Trash must be placed garbage bins or City of Raleigh approved container.
8. Raised planting bed will not be built in any restricted buffer or right-of-way area. Maximum height is 2 feet. Maximum length is 16 feet. Material used to be of stone or brick.
9. Foliage should be well maintained and in scale with the size of your lot.
10. Overall landscaping should be in line with the overall aesthetic of the neighborhood.

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2.11 *Satellite Dishes*

1. Dish size not to exceed 20" in diameter.
2. Installation of dish to be located in the rear of unit and installed to be the least visible from the street in the front of the home.
3. Homeowner is responsible for any repairs/maintenance to the home that is a result of installation of the satellite dish.

2.12 *Pools*

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible
2. All necessary permits and inspections; as required by the city of Raleigh; must be obtained and is the responsibility of the homeowner.
3. Above ground pools are not allowed.
4. Some portion of the pool must be constructed within 20 feet of the residence.
5. Any pool structure must be completely fenced.
6. All pool fencing must be maintained by the home owner.

2.13 *Hot Tubs / Jacuzzis*

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible
2. Hot Tubs, Spas, Jacuzzis and similar items may be installed on the approved deck or patio of each house.
3. Hot Tubs and similar items must be maintained in a manner consistent with applicable laws and/or municipal codes, including any provision for covering the device or installing a fence around the perimeter of said device.

2.14 *House Maintenance*

1. Excessive mildew must be power washed and cleaned (includes fencing).
2. Houses must be painted as needed (e.g. peeling paint, faded paint. etc).
3. Roofs must be replaced as needed.
4. Driveways (broken concrete) must be replaced or repaired as needed.

2.15 *Animals and Pets*

1. With the exception of domestic dogs, cats, and other commonly accepted household pets, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot.
2. All commonly accepted household pets shall be contained on the OWNER'S Lot and shall not be permitted to roam freely.
3. No pen, doghouse, or other structure intended for a commonly accepted household pet shall be constructed or allowed to remain on any Lot unless reviewed by the Architectural Review Committee and approved by the Board of Directors.
4. The OWNER of such commonly accepted household pets shall maintain all such pets, pens, and structures intended for their use, in a clean and sanitary manner, and in a manner which does not create a nuisance to other owners.
5. Commercial activities involving pets and animals, including domestic dogs, cats, and other commonly accepted household pets, is prohibited.

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6. It is against the law for domesticated animals such as dogs and cats to run unrestrained within the City Limits. They must be confined to their guardian's property or walked on a leash. Guardians of dogs and cats can receive a misdemeanor citation for allowing their pets to run at large.
7. The person responsible for any dog must remove feces deposited by the dog from any private property unless the owner of the property has given permission allowing such use of the property.

2.16 Signage

1. Only one standard, professionally lettered "For Sale" sign, not to exceed 18 inches by 24 inches including attachment of a single rider, is allowed per Unit.
2. Only professionally made signs are allowed. Under no circumstances are handwritten signs allowed.
3. Political signs may not exceed fifteen square feet and 3 ½ ft in height in an area. No lot may contain more than 60 square feet of such signage.
4. No audio signs are allowed.
5. No lighted signs are allowed.

2.17 Lighting

1. All plans must be reviewed by the Architectural committee and approved by the Board of Directors prior to implementation. Plans should indicate as much detail as possible.
2. Only holiday lights can be displayed without the review by the Architectural Review Committee and approval by the BOD.

2.18 On-site Fuel Storage

No on-site storage of gasoline, heating or other fuels are not permitted on any part of the Lots or Common Areas with the exception of up to fifty five (55) gallons of fuel stored in an approved DOT CFR part 49 storage container for emergency purposes and five (5) gallons of fuel for the operation of lawn mowers and similar tools or equipment.

2.19 Unsightly and Unkempt Property

1. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Property or Lot.
2. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles, trailers, recreational vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.
3. When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards.
4. Boats, campers, trailers, all-terrain vehicles, unregistered vehicles or unregistered motorcycles, moving trucks, and other recreational vehicles (RVs) may not be parked in driveways or on the street, or permanently stored in a manner that they are visible from the street. Parking such vehicles in driveways or on the street is accepted for up to five (5) consecutive days, or whatever is the duration of time specified in the City of Raleigh's ordinances, in order to support maintenance or trip preparation/completion activities.

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5. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the property owner.

2.20 *Decorative Flags*

1. Flags must be mounted on the house or structure attached to house with an appropriate flag holder.
2. Flags may not be attached trees.
3. One flag is permitted on the front and rear of each house.
4. Flags deemed by the Board of Directors to be “in poor taste” or tattered will not be permitted.

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Section III – Grievance Procedure

3.1 *Definitions and Purpose*

Arbitration - To have an impartial third party settle an issue between parties engaged in a dispute or controversy.

Grievance - That which oppresses, injures or causes grief or a sense of wrong; a cause of annoyance.

Negotiation - To meet and discuss with another in order to reach an agreement.

3.2 *Who may initiate the grievance procedure?*

Any Owner or Board Member who believes their comfort, safety, or property is damaged by the action or inaction of another Member or Manager of the Association; or instances in which disagreement arises between any of the above-mentioned parties. All decisions of the Board after receiving the written complaint shall be recorded in the minutes.

Step 1: (Informal)

Report the problem to the management company in person, in writing or by email. This should be done within fifteen (15) days of the alleged Grievance. Often there is some kind of misunderstanding that is easily resolved. A Board Member or Management personnel will respond and/or report back by within a reasonable time. If the Complainant feels the issue is yet unresolved he/she shall proceed to Step 2.

Step 2: (Formal)

The Complainant will be sent to the management company in person, in writing or by email. It shall be addressed to the Board of Directors. Documentation should include the date the problem occurred, the date the letter was Complainant's name, and a complete description of the problem and any other information the Board may need. The letter should be sent within fifteen (15) days of informal contact. The letter will be reviewed at the next regularly scheduled Board Meeting which the Complainant will be invited to attend. The Board of Directors will attempt to resolve the grievance. The Complainant may request a written response Board of Directors. If the Complainant feels the issue is yet unresolved by the Board, he/she may proceed to Step 3.

Step 3: (Arbitration/Negotiation)

The Complainant formally requests additional meetings for negotiation/arbitration. This request should be in written form and submitted to the management company. The management company will relay all documentation to the President of the Board of Directors. The BOD will arrange a meeting within a reasonable amount of time. Representatives from all interested parties will be invited. The purpose of this meeting will be to resolve the grievance to the satisfaction of all concerned. This meeting will be reported at the next regularly scheduled Board Meeting and recorded in the minutes. The decision of the BOD after this meeting will be final and binding.

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Section IV - Violations and Fine Policy

4.1 *Witness to Violation*

Unless Owners that witness violations notify the management company, who will in return notify the Board of rules infractions; the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged.

4.2 *Violation Witness Statement (Exhibit A attached)*

Violation notices are issued by persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his/her family members, tenants, guests, invitees or pets to commit violation(s). The following procedure is to be followed in reporting a rules violation.

1. A Violation Witness Statement is received from an Owner witnessing the violation, or notice by persons authorized by the Board to perform routine property inspections. To report a violation, contact the management company. You will have to complete the Violation Witness Statement at the end of this document, or send a letter in writing to the management company.
2. The letter of complaint must include
 - a. The name, address and phone number of the complaining witness,
 - b. The Owner's name and/or address where the alleged violating person resides
 - c. The specific details or description of the violation including date, time, and location where it was alleged to have occurred.
3. The BOD will review the complaint and issue a ruling.

4.3 *Written Warnings (1st)*

Written Warnings for the first offense of a particular rule will be sent by U.S. Postal service certified mail or by email (which also is a valid source of contact in a court of law) to the Owner of record within ten business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within ten business days after receipt of the Written Warning.

4.4 *Notice of Violation (N.O.V.)*

If subsequent violation complaints are received in regard to the same rule or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service certified mail, or by email (which also is a valid source of contact in a court of law) to the Owner of record within ten business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested within ten business days after receipt of the Notice of Violation.

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4.5 Hearings

Provided the N.O.V. recipient has properly requested a hearing, that person will be notified informing him/her of a time and place where the Board of Directors will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself and express their reasoning behind their actions. All hearings will proceed with or without the presence of the accused Owner. The person signing the Witness Statement Alleging Violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Board shall be rendered in writing within five days after the hearing and such decision shall be final and binding upon all parties.

4.6 Penalties/Fines/Fees

1. 1st offense – Written warning via letter and/or email citing the violation and deadline for compliance.
2. 2nd offense
 - a. Written notification via letter and/or email citing the violation and failure to comply by the deadline.
 - b. Inform the homeowner that a show cause hearing will be held and that a fine may be imposed. The show cause hearing shall be held no sooner than 10 days of the notification to the homeowner.
 - c. Inform them of the time and place of the show cause hearing. The homeowner may have an attorney present at the hearing.
 - d. A fine may be imposed of up to \$100 / day. If applicable, cite a deadline of when the fine is due.
 - e. Notify the homeowner in writing of the BOD's decision. The BOD must wait at least five days before levying a fine.
3. 3rd offense
 - a. The BOD has the right to hire an attorney to file a lien against the property for the payment of the fine if the fine becomes past due.
4. A Processing Fee of \$15 per violation or late letter sent any fines assessed by the Board will be due and payable within thirty (30) days after the mailing of the notice to the Owner.
5. All Fines and Fees assessed to an Owner are subject to all interest and late fee charges allowed by law.

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Section V – Transfer of Ownership

5.1 Seller Responsibility

1. The Seller/Owner must supply the Buyer/New Owner with copies of the Declaration, Design Standards, By-laws and Rules & Regulations of the Association so that they are aware of the provisions contained therein.
2. The Selling Owner must supply the Management Company with the name(s) and address of the New Owner, as well as a forwarding address and telephone number for themselves.
3. A Notification of Sale form can be obtained by contacting the management company.

5.2 Notification of Sale Form

This form must be completed and submitted to the management company, who will forward it to the BOD; within 30 days of closing on your home.

Section VI – Petitioning For Rules & Regulation Change

6.1 Document Change Request

The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the Declaration and the will of the majority of Residents. Requests for changes should be submitted to the management company, who in return will forward them to the BOD for consideration. The Board will consider all requests for changes in good faith at its next regularly scheduled BOD meeting.

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Exhibit A

VIOLATION WITNESS STATEMENT

Date of Violation _____ Time of Violation _____

Witness _____

Address _____

Phone # _____

E-mail Address _____

Additional Witness _____

Address _____

Phone # _____

E-mail Address _____

Alleged Violator _____

Address _____

Phone # _____

E-mail Address _____

Witness Observation

Did a Witness or anyone else make any photos or recordings? Yes ___ No ___

Include all photos, tapes and details, i.e. vehicle model, color, license number, location of violation, etc. with this form to the management company as soon as possible. Include the name of the person who made the tape or photo, the date it was made and the name(s) of anyone else that may have been present.

I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits and, in the event a hearing or trial is necessary, I will appear to testify as a Witness.

Witness Printed Name _____ Date _____

Witness Signature _____ Date _____

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Exhibit B

NOTIFICATION OF SALE

This completed form must be submitted this completed form thirty (30) days prior to the closing date on the sale of a home within Tennyson Place HOA. Please submit to the management company; who in return will forward to the BOD for review.

Property Address _____

SELLER INFORMATION

Seller Name(s) _____

Forwarding Address _____

City, ST, Zip _____

Current Phone # _____ New Phone # _____

Alternate Phone # _____ E-mail Address _____

BUYER INFORMATION

Buyer Name(s) _____

Current Address _____

City, ST, Zip _____

Current Phone # _____ New Phone # _____

Alternate Phone # _____ E-mail Address _____

Date of Closing _____ Date of Occupancy _____

COMMUNITY DOCUMENTS

Tennyson Place HOA requires that the Seller provide all legal documents to the Buyer. Additional copies can be acquired through the management company. Buyer(s) and Seller(s) hereby state that the Seller has provided the Buyer with the Declaration of Covenants, Conditions and Restrictions, By-laws, and Rules & Regulations that govern Tennyson Place HOA.

Buyer's Printed Name _____

Buyer's Signature _____ Date _____

Seller's Printed Name _____

Seller's Signature _____ Date _____

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Exhibit C

**Owners / Agent Application for Architectural
Review**

Community: **Tennyson Place Community Association, Inc.** Date: _____

Owner(s) Name: _____

Day Phone: _____ E-mail: _____

Home Phone: _____ Fax: _____

Address (numerical, street, city, state, zip): _____

If an agent is submitting on behalf of the owner, complete the following:

Name: _____ Industry: _____

Company: _____ Phone: _____

In accordance with the Declaration of Covenants, Conditions, and Restrictions for this Community application is hereby made for review and approval of the following described modifications: (brief description)

Submit application and plans to:

Community Focus of NC, Inc.
PO Box 52395
Durham NC, 27717
Office: (919) 564 – 9134
info@communityfocusnc.com

For office use only...

Approved	Date:
Not Approved	Date:
Approved as noted below	Date:

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It is hereby understood and agreed that approval of this application by the Architectural Committee and Board of Directors does not constitute compliance with applicable North Carolina law or and County Ordinances. All permits must be applied for and posted as required and work should be completed by a licensed contractor.

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In support of this application, the following items must be submitted:

One set of plans: The plans will show the following: plot plan, floor plan, exterior elevations, roof design, exterior materials and finishes, plant selections, (roof design, floor plan, landscaping plan, where applicable), and such other items as may be needed to reflect the character and dimensions of the modifications. Photos and brochures are great additions.

Summary: Written statement summarizing nature, style, setback, height and square footage of proposed modification, if applicable, and how the dimensions and nature of the proposed modification compare with the site specifications and other requirements set forth in the documents and whether any variance requests are necessary.

If the application is incomplete, the Architectural Committee will notify the applicant and the application will not be further considered until receipt of these materials. The approval process will not begin until all documents have been obtained by the Architectural Committee.

Your neighbors have the right to know of your future plans. It is required to obtain signatures from all property owners having common lot lines with your property along with property owners who reasonably view the improvement from their property. Obtaining neighbors' signatures does not grant approval. Objections from a neighbor do not cause denial. However, the ARC can contact neighbors to determine their objections and their appropriateness, if necessary. Electronic signatures (via email) are sufficient to meet this requirement.

Printed name of Owner		Signature of Owner		Date	
Printed name of Agent (if applicable)		Signature of Agent (if applicable)		Date	
Printed Name of Immediate Neighbors -1		Signature of Neighbor - 1		Date	
Printed Name of Immediate Neighbors -2		Signature of Neighbor - 2		Date	
Printed Name of Immediate Neighbors -3		Signature of Neighbor - 3		Date	

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Exhibit D

Indemnification and Release Agreement

Release and Indemnification Agreement

This mutual release and indemnification agreement ("Agreement") entered into this the ____ of _____, 20__ by and between Tennyson Place Homeowners Association, Inc. ("Association") and _____ ("Homeowner").

Witnesseth

WHEREAS, Homeowner owns the real property located at _____ ("Lot") and applied to the Association's Architectural Committee &/or Board of Directors ("Committee") to construct a fence on the Lot ("Fence").

WHEREAS, the Committee approved Homeowner's application for the Fence, the terms of which are incorporated herein by reference as if fully set forth herein.

WHEREAS, Homeowners is required to execute this Agreement as a condition of approval of the Fence application.

NOW THEREFORE, in consideration of the Committee's approval of Homeowner's application to construct the Fence and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Homeowner fully and forever waves, releases, discharge and covenants not to sue the Association, the Association's Board of Directors and Officers, the Committee, the members of the Committee, the Association's property management company and manager and the Association's attorneys (collectively the "released and indemnified parties") from any and all claims, demands, actions or causes of action, whether in law or equity or otherwise, whether in contract or tort or pursuant to any statute or regulation, whether direct or indirect, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which the Homeowner ever had, now has, or may in the future have against the released and indemnified parties with respect to the Fence, including without limitation, the construction of the Fence, the existence of the Fence, the removal of the Fence or any drainage problems caused by the Fence.

Tennyson Place Homeowners Association
Rules and Regulations

2. Homeowner hereby covenants and agrees to release, hold harmless, defend and indemnify the released and indemnified parties from and against any and all claims, causes of action, demands and/or suits arising, including payment of all attorneys' fees, out of or relating to the Fence in any way, including without limitation, the construction of the Fence, the existence of the Fence, the removal of the Fence or drainage problems caused by the Fence, which have been or may be brought by any person, including without limitation, lot owners in Tennyson Place, members of the Association, family members of Association members, invitees upon any lot in the Association, trespassers upon any lot in the Association, and residents and tenants upon any lot in Tennyson Place.

Witness this the ____ day of _____, 20__.

TENNYSON PLACE HOMEOWNERS ASSOCIATION, INC.

By: _____
President

HOMEOWNER

By: _____
(print)

(sign)