



## 2022-2023 Camden Park Welcome Book

*Revised May 2023*

Dear Camden Park Neighbors,

On behalf of the Board of Directors of the Camden Park Homeowners Association, I am pleased to welcome new members of our community and offer greetings to our many long-time friends and neighbors.

The purpose of this book is to introduce you to our community. Please take a few moments to familiarize yourself with its contents. Doing so will make your transition to Camden Park much smoother and, for established residents, help ensure your continued enjoyment of our wonderful village. In the Welcome Book you will find information about practices and covenants which govern the way we care for the exteriors of our homes, the common ground that abuts our homes, and the upkeep of our streets and sidewalks. Additionally, while less enticing, but still important is information about collection of trash and yard waste, streetlight repair, and even the peculiarities of mail and package delivery in Fearrington. Finally, in the appendices are forms related to requests for architectural and landscaping changes as well as the Camden Park Covenants and By-Laws.

The Board reviews this publication once a year. You will receive changes and updates annually, so please retain this binder to insert new or revised pages. Even long-time residents often find themselves turning to this important information source.

We encourage you to get involved in the community. There are frequent informal gatherings where you can meet your neighbors and make new friends, and there are many opportunities to volunteer your time and expertise toward the continued vibrancy of our community and its overall betterment.

Finally, the Board of Directors meets monthly, usually the third Tuesday of the month. We try to set aside some time at the beginning of each board meeting to hear from homeowners. We invite you to send us your suggestions, questions, and concerns.

Best wishes and welcome to Camden Park!

*Dan Freehling*

Dan Freehling  
President, Camden Park HOA

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# **A BRIEF HISTORY OF CAMDEN PARK HOA, INC**

# **A Brief History of Camden Park HOA, Inc.**

Camden Park is managed by a homeowners' association, Camden Park, Inc., which is one of several such service groups in Farrington Village. There are currently 233 single-family homes in the Camdens (East, West, and South Camden), which began in 1993, and grew from the original 127 houses to its current size. The Farrington Village Directory has maps of all service groups, including Camden Park.

The Camdens are managed by a single Board of Directors composed of five volunteers charged with the management of a wide range of issues, covering our streets and utilities, landscaping, the outside appearance of homes, and finances of the HOA.

The following pages will, we hope, help homeowners answer questions regarding these issues, and direct you to those board members who are charged with their oversight.

## **Farrington Homeowners Association (FHA)**

The Farrington Homeowners Association includes all residents of Farrington Village and Galloway Ridge. The FHA is responsible for Village areas not under Service Groups and for commonly owned facilities such as the Gathering Place. It also serves as liaison with Fitch Creations and with relevant county and state organizations, and oversees issues such as traffic control, safety, and security. FHA officers and committees are listed in the annual Village of Farrington Handbook and Directory.

# **GOVERNANCE & MANAGEMENT**

# 2022-2023 Board of Directors

Camden Park Web Page:  
[camden.fearringtonfha.org](http://camden.fearringtonfha.org)

Dan Freehling, *President*  
919-533-6010

[dan.freehling@gmail.com](mailto:dan.freehling@gmail.com)

Judy Thomas, *Vice President*  
*Architectural & Covenants*  
919-542-3199

[jmthomas44@gmail.com](mailto:jmthomas44@gmail.com)

John Boschen  
*Secretary-Treasurer*  
757-532-1943

[john.boschen@mason.wm.edu](mailto:john.boschen@mason.wm.edu)

Larry Newlin, Director  
*Landscaping*

[camdenparklandscape@gmail.com](mailto:camdenparklandscape@gmail.com)

Lee Grier, Director  
*Streets, Utilities, and Facilities*  
252-452-2975

[CamdenParkSUF@gmail.com](mailto:CamdenParkSUF@gmail.com)

## **Management Company:**

HRW, Inc.  
4700 Homewood Court #380  
Raleigh, NC 27609

Questions, complaints, emergencies

919-787-9000  
[customercare@hrw.net](mailto:customercare@hrw.net)

Community Manager:

Keli Allen  
919-787-9000 ext. 8043  
[kallen@hrw.net](mailto:kallen@hrw.net)

After-hour emergencies:

919-787-9000  
Follow the prompts

# **BASIC CONCERNS & ACTIVITIES**

# Basic Concerns & Activities

## Communications

### [CamdenPark.news.info@gmail.com](mailto:CamdenPark.news.info@gmail.com):

Camden Park uses email mailings as its *primary source* of news and information. Add this address to your list of email contacts to receive our emails directly in your inbox. You do not need a username or password. No one else will see your email address.

We use this email communication for the neighborhood newsletter, *Camden Park News & Views*, and to inform you of emergencies and other time-sensitive matters as well as information such as row repavings, changes in trash and yard waste pick up, and other important Camden Park news.

We use the email address you provide to the FHA for the directory, so please be sure that email is correct. If you're a new resident, visit [www.fearringtonfha.org](http://www.fearringtonfha.org) and follow the prompts to create an account. We check the FHA directory each month for new residents.

If you choose not to be listed in the FHA directory but want to receive Camden Park emails, send us a message at [camdenpark.news.info@gmail.com](mailto:camdenpark.news.info@gmail.com).

### **Camden Park web page within the FHA website:**

Camden Park maintains a web page at the [Fearrington Homeowners Association](http://www.fearringtonfha.org) website (<http://camden.fearringtonfha.org>). You do not need a log in or password to access this web page.

On the web page, you'll find online forms, important posts, and current and archived material of interest including newsletters, board minutes, the annual report, the Camden Park budget, and an electronic version of this Welcome Book.

### **TownSq:**

Town Sq is the HRW property management's online site for information. <https://www.townsq.io/>. You need to create a profile including a user name and password to access the site.

TownSq is the primary source for information regarding HOA dues and other payments. Other important Camden notices may be duplicated on TownSq. TownSq messages will be delivered to your inbox if you have registered on the site. To see the full message, you will need to log into the TownSq site. If you don't already have a TownSq account, go to <https://app.townsq.io/login>. If you need help or do not know your account number, please contact a board member who will assist you.

**Signs:**

Commercial signs may not be displayed on properties or buildings, including in windows. This includes home “for sale” or “for rent” signs and tag sale signs. Political signs may be displayed for 30 days before an election and must be removed within one week after the election.

**Pets:**

All pets must be leashed when outside. Pet owners are subject to a fine by Chatham County if a dog or cat is permitted to run at large or is off their owner’s premises and not under physical restraint. Pets may also be impounded by the Chatham County Animal Services Division.

**Maintenance of Lots:**

All individual lots need to be maintained in a clean, orderly, and attractive appearance in the spirit of the community. This includes lots being free from weeds, underbrush, or refuse piles. Maintenance of common areas, which includes curb strips, is the responsibility of Camden Park. Any encroachments onto the common area are the responsibility of the homeowner.

Maintenance problems of individual homes and lots may occur in situations when owners are absent for a sustained period or are not physically able to do work on the property. If you would like assistance with finding a contractor to do this type of upkeep for you, a helpful resource is the Fearrington Cares Vendor List:

<https://fearringtoncares.org/staying-independent/vendor-referral-landing/>

**Satellite Dishes:**

One per house; location must be approved.

**Social Events:**

Neighbors in the Camdens gather periodically for fellowship, whether in one another's home or in one of the squares. Such gatherings are informal and information regarding them is generated by neighbors.

**Trash & Recyclables:**

Both trash and recyclables are collected on Tuesdays, unless a holiday falls during that week. Place trash and recycles in separate containers on opposite sides of your alley drive for pick up. Separate trucks will pick them up on the same day. By state law, plastic bottles and cardboard can no longer be put into landfills; they must be recycled.

All trash and recycle containers are to be placed in your back alley, clearly visible by collectors, but not obstructing traffic by 7 am for pick up. Please take care that papers, lids, and cans do not blow away, as it can be very windy here. The use of trash bags inside trash cans is recommended to avoid the strewing of garbage by animals and wind.

Recyclable items do not need to be separated. This includes all plastic bottles and containers numbered 1-7 and their lids/caps; all types of clean paper that tears, including newspapers; all cardboard; steel and aluminum cans and lids; and glass. Cardboard boxes must be broken down and flattened.

Plastic bags, Styrofoam, ceramic and clay pots, and light bulbs are not picked up for recycling but can be dropped off at the Chatham County Collection Center. For complete recycling information, see the Village of Fearington Handbook and Directory or visit [First Choice Disposal](http://www.firstchoicedisposal.biz/index2.html), (<http://www.firstchoicedisposal.biz/index2.html>) our trash and recycling contractor. Their [recycling guidelines](#) are regularly updated online.

#### **Yard & Garden Debris:**

Yard and garden debris is defined as biodegradable plant material generated by routine homeowner maintenance. It does not include rocks, soil, or construction materials such as brick or concrete. Hauling away landscape renovation material is the responsibility of the homeowner or the homeowner's contractor.

Debris should be placed in your back alley, clearly visible by the landscape crew but not obstructing traffic by 7 am on the first and third Wednesdays of the month. Please do not put debris out before Tuesday afternoon. If you are unable to store debris in your garage, make sure it is out of sight from the sidewalk or alley.

Debris should be placed in reusable garbage cans, large paper yard waste bags (not plastic), and/or tied bundles limbs cut to five-foot lengths.

Christmas trees will be picked up the first and third Wednesdays in January and are to be placed in your back alley in the same location as yard and garden debris.

### **American Flag Etiquette:**

Torn or faded flags need to be replaced as soon as possible. The American flag should never touch the ground, and only waterproof flags may be displayed in the rain. If the flag is displayed after dark, it must be illuminated.

### **Car Turnaround Provisions:**

There are 30 properties in Camden Park with garages at the far end of alley offshoots. These paved turnaround extensions were designed by Fitch Creations as common property and exist for the express use of cars backing safely out of garages into the turnaround and driving forward into the alley and are to be kept clear for emergency vehicles. The extension is a “no parking” area.

### **Extended Homeowners' Absence:**

If you plan an extended absence from your home, please remember to:

- Give a key to a neighbor in case of an emergency. Consider asking a neighbor to check on your home regularly.
- Ask a neighbor to collect newspapers and other materials from your porch.
- Ask or hire someone to weed and water your garden.
- Have your mail forwarded.
- Consult with plumber about turning off the water in your home.

Also remember that:

- Unless the management company is directed otherwise, a resident's Camden Park address will be the one used for all mailings,
- You may want to let your FHA Block Contact know when you will be gone so FHA and HOA materials will not be delivered to your door.
- The FHA requests your emergency information to be able to notify the right person in your absence if necessary. The form is located by clicking here: [https://fearringtonfha.org/wp-content/uploads/2021/10/F\\_Emergency-Info-Registration-Form-2.p](https://fearringtonfha.org/wp-content/uploads/2021/10/F_Emergency-Info-Registration-Form-2.p)

## **Camden Park Newsletter: *Camden Park News & Views***

The Camden Park Board publishes a regular newsletter distributed to neighbors through our email platform. Add our email address – [CamdenPark.news.info@gmail.com](mailto:CamdenPark.news.info@gmail.com) – to your list of contacts, and the newsletter will be delivered directly to your email inbox.

Make sure the email you've listed in the FHA directory is correct! See page 9 of this Welcome Book for more information.

### **Mail & Package Delivery & Labeling Tips:**

The Camden Park system of a different mail kiosk and physical addresses is unique! All US Postal Service (USPS) mail comes to the Camden Park mail kiosk.

#### **For items delivered by USPS:**

Your name  
(Your number) Fearrington Post  
Pittsboro, NC 27312

#### **For items to be delivered by carriers such as UPS and FedEx:**

Your name  
Your house number and your street

For example:  
123 W. Madison  
Pittsboro, NC 27312

**If you are unsure which method of delivery will be used or to order address labels, use both addresses in the order below**, assuming the vendor/sender can accommodate two lines in their system:

Your name  
Your house number and your street

For example:  
123 W. Madison  
(Your number) Fearrington Post  
Pittsboro, NC 27312

## **Street Light Repair:**

The Streets, Utilities, and Facilities Committee has created this email address [CamdenParkSUF@gmail.com](mailto:CamdenParkSUF@gmail.com) to report streetlights that are not working properly.

When you send an email, include this information:

- The Light Pole Number from the yellow label attached to the pole, which is usually on the street side.
- The approximate location using either a house address or location (for example: "1 E. Camden" or "corner of E. Camden and E. Madison")

We will acknowledge your request and will report the outage to Duke Power. It might take two to three days for repairs. We will notify you if there will be a delay and when the repair has been completed.

If you have special concerns about a streetlight, please contact someone from the Streets, Utilities, & Facilities Committee directly. The board member in charge of these issues is listed on the Board of Directors on page 7 of this handbook.

**Camden Park Service Group VII, Inc.**  
**c/o Associa H.R.W. Management**  
<http://www.fearringtonfha.org>

**IMPORTANT HOMEOWNER ASSOCIATION INFORMATION**

Dear New Homeowner:

Welcome to your new home and community! Camden Park Service Group VII, Inc. operates under the direction of a volunteer Board of Directors. The Board contracted the services of Associa HRW, Inc. to manage the day-to-day business of the Association, and we greatly value our relationship. To facilitate your communication with the Association, please note the following important information and keep it handy in case you need to refer to it in the future.

Information about who we are at HRW and what we do may be found at our website, [www.hrw.net](http://www.hrw.net). Our office is open from 8:30 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 2:00 p.m. on Friday. For normal association related business, please call 919-787-9000 or e-mail to [customercare@hrw.net](mailto:customercare@hrw.net). Our team of qualified and trained management support staff will be glad to assist you.

Should an **emergency** concerning the association arise, call us at any time. If you call after hours, please leave your name, address, phone number and a brief description of the emergency. Be sure to state that you are calling from Camden Park. An on-call staff member will then respond to your emergency. Examples of Association-related emergencies include damage to common property, but always call 911 immediately if there is any threat to life or property, e.g. crime or fire.

As a member of the Camden Park Service Group VII, Inc., you are required to contribute to the common expenses of the Association through your assessments. You will receive a payment coupon booklet to facilitate timely payment of these association fees. **The 2023 assessment is \$215.00 per month.** We offer several payment options for your convenience.

Please note that all payments must be sent to P.O. Box 11904, Newark, NJ 07101-4904. All correspondence should be mailed to the Association, c/o HRW, at 4700 Homewood Court, Suite 380, Raleigh NC 27609.

Please make your check payable to Camden Park Service Group VII, Inc., and attach the remittance coupon. **Be sure to include your account number with any payments.** Please note that the monthly assessments due Camden Park, Inc. are separate from the annual sewer fee billed by and paid to Fitch Utilities and the annual assessment paid to FHA, the Fearrington Homeowners Association.

As part of our service to your community association, we are very pleased to let you know about several convenient advantages that we offer, which are intended to enhance and streamline your interactions with the association.

- *Online Account Access* - TownSq is our all-in-one mobile app that gives you free 24/7 access to all the resources you need: make payments; view announcements; communicate with your neighbors, board members, and management team; view your account history, letters, work orders; reserve HOA amenities (where applicable) and more!

Visit [app.townsq.io/associa/signup](http://app.townsq.io/associa/signup) to register (for computers) and download the TownSq app from the app store today (for phones and tablets)! You will need your account number and zip code for one-time registration. Once registered, you can choose your notification preferences and link multiple accounts to one login!

- *Credit Card and E-Check* - You may pay online after you have registered in TownSq. (Please note that there is a convenience charge from the service provider for paying by credit card or e-check.)
- *Online BillPay* - If you remit through your own bank's online bill payment service, BEFORE SCHEDULING THIS PAYMENT PLEASE be sure to verify your account number and confirm that you have the payment amount and the address correct, or your payment will be rejected, and late fees will accrue. Allow at least 7 days from scheduling for your payment to be received and posted.
- *Automatic Draft* - Payment of your assessment by automatic draft is a convenient option that is available to you for free. You may find the enrollment form in the Documents section within TownSq.

*Associa Advantage* uses the purchasing power of Associa's more than 1.9 million homeowners to offer exceptional discounts and savings with trusted trade partners. Whether well-known national retailers, or local suppliers in the neighborhood, homeowners and associations can save as much as 65% on the goods and services they already buy. The options include floor coverings, pest services, and discounts on home repair supplies from a long list of national vendors with quality products and services! As a resident in an Associa-managed community you also automatically gain access to Associa Advantage. Visit [www.associaadvantage.com](http://www.associaadvantage.com).

Your association's governing documents and rules and regulations should have been included in the package you received at closing from your attorney. Please review them thoroughly. The documents will familiarize you with your association and answer many questions you may have regarding Camden Park Service Group VII, Inc. If you did not receive these documents at your closing, you will find the governing documents within TownSq in addition to other Rules and Regulations for your community.

In particular, please be aware that if you wish to make any exterior changes to your property, you must complete an Architectural Modification Form, send to us along with any additional

documentation noted on the request form, and await approval from your Association *before* commencing any structural changes or additions. You may obtain forms and information within TownSq. Requests may be submitted in TownSq (be sure to attach all the required forms and information to your Request) or contact our office at 919-787-9000 or [customercare@hrw.net](mailto:customercare@hrw.net).

Again, welcome to your new home and the neighborhood! If you have any questions regarding the Camden Park Service Group VII, Inc., please feel free to contact our office. We look forward to working with you in the future.

Sincerely,

Keli Allen, CMCA<sup>®</sup>, AMS<sup>®</sup>,  
Director of Management Services  
Along with the entire HRW Service Team on  
behalf of the Camden Park Service Group VII, Inc.  
Board of Directors

4700 Homewood Court, Suite 380, Raleigh NC 27609, 919-787-9000, <http://www.hrw.net>

**BUDGET**  
**(See Appendix C)**

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## **APPENDIX A**

# **CAMDEN PARK, INC. COVENANTS & DESIGN GUIDELINES**

# Covenants Review & Design Guidelines

- I. General Information
- II. Architectural Guidelines and General Information
- III. Landscaping Guidelines
- IV. Procedures
- V. Covenant Enforcement Policies

## **SECTION I: GENERAL INFORMATION**

1. The purpose of these guidelines is to protect and enhance the appearance of Camden Park, to preserve its general character (“look and feel”), to maintain and promote the property values of its residents, and to maintain the pleasure and enjoyment for all residents living in Camden Park.
2. The Architectural Review and Covenant Concerns Committee (“Covenants Committee”) is created by the Board of Directors in accordance with the Declaration of Covenants and Restrictions (“Covenants”) and the Bylaws of Camden Park, Inc. (Bylaws) to preserve and enhance home values and to maintain a harmonious relationship within the community by reasonably regulating the external appearance of the single-family homes.
3. The Landscape Management and Review Committee is created by the Board of Directors in accordance with the Covenants and Bylaws of Camden Park, Inc. to preserve the value of homes in Camden Park and maintain a harmonious relationship within the community by reasonably regulating the external landscaping of the homes and common area within Camden Park

4. The guidelines contained herein have been prepared by these Committees and approved by the Board of Directors to assist homeowners seeking to make external changes to their home and/or grounds. They also assist the Committees and Board of Directors in reviewing applications for external changes to the appearance of homes and landscaping and to enforce the Covenants of Camden Park. The Board of Directors may review these guidelines from time to time for possible amendment.
5. In accordance with Article V, Architectural Control, of the Covenants, any exterior changes to the building or landscape on a property must be submitted to and approved by the Covenants Committee or Landscape Committee as appropriate before work commences. Procedures and forms for such submissions are found under IV Procedures below.
6. If work commences prior to written approval from the relevant Committee or the Board of Directors, the Board of Directors may assess a monetary fine even if the work obtains subsequent approval. In the event the changes are not approved, the Board of Directors may require that the property be returned to its prior condition at the expense of the homeowner, including any legal costs incurred.

## **SECTION II: ARCHITECTURAL GUIDELINES**

### **Section A: General Maintenance**

Residents are responsible for maintaining the exterior of their homes and grounds. This includes, but is not limited to, items such as structural maintenance, maintenance of plantings, and keeping the property generally neat, clean, and attractive. This maintenance affects the visual character and economic values of the property and neighborhood and, in some cases, safety. The following list is representative, but not all inclusive, of the conditions that the Covenants Committee (or the Board of Directors) might consider to be a violation:

- Peeling paint on exterior trim; homes, walls, or fences in need of power washing because of mold, mildew, stains, or excessive dirt
- Gutters in need of painting, repair, or replacement
- Fences or walls with broken or missing parts, are leaning, or need repainting
- Foundations in need of repair
- Overgrown or dead landscaping; weeds, debris, and dead growth in landscape beds

### **Section B: Maintaining the General Appearance of the Community**

Changes to the external appearance of any home must fit into the existing general appearance of the community. Only materials matching those existing on the applicant's home or materials compatible with the architectural design and character of the neighborhood will be approved.

## **Section C: Roofs and Roof Shingles**

Roof replacements require an architectural review application which identifies the shingle company, and the name and color of the shingle being selected. It is not necessary to get neighbors' signatures or provide drawings. All shingles must be Architectural type shingles and must be black or dark gray in color. The shingle companies and shingle colors that have been approved by the Board are Architectural Shingles by CertainTeed, GAF and Owens-Corning. The CertainTeed colors that have been approved are Landmark shingles in Moire Black and Georgetown Gray; the GAF colors that have been approved are Dark Charcoal, Oyster Gray and Slate; the Owens Corning colors that have been approved are Oakridge shingles in Black Onyx and Estate Gray.

Use of any other manufacturer or color of shingle must be approved in advance by the Architectural Review Committee and the application must include a sample of the proposed shingle.

## **Section D: Doors, Shutters, Windows, Transoms, and Sidelights**

1. Doors and shutters may be repainted or replaced without approval of the Covenants Committee only if the original style and color of the original are used. The original door and shutter colors for Camden Park are Tricorn Black (SW6258) and Emerald Black (SW2936). The Covenants Committee must approve use of any other manufacturer, style, or color in advance and the application must include a color sample.
2. Stained glass windows, doors, transoms and/or sidelights are not permitted. Pieces or sections of stained glass (framed or unframed) cannot be hung in house windows except in courtyards where they are not visible from streets or rows. The Covenants Committee will consider designs for transoms, sidelights and door insert using colorless clear, opaque, and semi-opaque glass.

## **Section E: Decks**

In general decks are not permitted in Camden Park. An exception may be considered by the Covenants Committee in special circumstances.

## **Section F: Fences**

Fences in Camden Park may be constructed of wood pickets and or of other appropriate materials which may include vinyl products. The color shall be white. The style of fence must match one of the existing styles in Camden Park. In general, fences will not be approved that are more than six (6) feet high from the ground. Pickets must be spaced no more than one (1) inch apart.

Repair or replacement of existing wooden fencing with same style and color wooden fencing does not require Covenants Committee approval, but any changes involving style, gates, caps, etc., does require approval.

### **Section G: Landscaping, Retaining, and Other Walls**

Any landscaping or retaining wall must have Covenants Committee approval and should include a grading plan with the application. Plans with extensive grade changes will not be approved.

### **Section H: Courtyards and Patios**

1. Patio size must conform in both scale and appearance to the lot and house. The addition of a patio shall not change the drainage profile pattern or swale design and grade provided by the developer of Camden Park. This guideline, as a practical matter, limits the size of the area that can be covered by an impenetrable surface, such as a patio.
2. When applying for approval for a courtyard or patio or modification to a courtyard or patio, in addition to the certified plat required under general application instructions, the applicant must also provide a schematic (to scale) that reflects drainage pattern, existing and proposed vegetation, and a description of the proposed materials to be used for the patio, along with a color photograph or advertisement.

### **Section I: Stairs and Walkways**

1. Installation or replacement of walkways to the front sidewalk or in front, side, or back yards requires approval by the Covenants Committee as to location, style, and materials.
2. Replacement or repair of front steps shall ensure consistency with original materials (brick, aggregate, or stone.) Minor repairs ensuring consistency with existing material does not require Covenants Committee approval. Major repairs (e.g., replacement or reconstruction) or changes in style, location, or materials do require prior approval of the Covenants Committee.
3. All future walkways or stairways on common property will be installed by Camden Park, Inc. Safety, uniformity, location, and demonstrated need will be given primary consideration. Decisions on new installations will be made on a case-by-case basis by the board.

### **Section J: Storm and Screen Doors**

The Covenants Committee must approve installation of storm doors on any entrance. Storm doors or storm doors with screen inserts must be of a style and color consistent with the associated entry door or that of its immediately surrounding trim.

## **Section K: Dogs and Dog Houses**

Dog houses are not permitted in Camden Park. Dog runs are likewise prohibited. Dogs may not be staked outside on chains. Dogs and cats may not be allowed to run loose but must be within a fenced area or courtyard or kept on a leash when out of the home.

## **Section L: Exterior Decorative Objects**

1. Decorative objects such as sculptures, statues, birdbaths, fountains, gazing balls and the like will not be approved for installation in front yards. Statues will not be approved for front, back, or side yards. The definition of a statue follows the Definition in the Merriam-Webster Collegiate Dictionary "A three-dimensional representation usually of a person, animal, or mythical being that is produced by sculpturing, modeling, or casting". The Covenants Committee must approve installation of any non-representational decorative objects in back and side yards.
2. This prohibition does not apply to statues and other decorative items placed in courtyards or patios and not visible from outside the courtyard or patio. This paragraph does not apply to plants and planters, which must be maintained and kept neat and tidy. Empty planters must be removed from sight.
3. Seasonal decorations including holiday decorations and lights do not require approval if they are not excessive and are displayed for a total of no more than thirty (30) days.

## **Section M: Painting**

Exterior paint will remain in accordance with the original Exterior Paint Color Palette for each individual lot. Exceptions to repainting of the original color must be approved in advance by the Covenants Committee. Colors other than those originally used by the developer in Camden Park in general will not be approved.

## **Section N: Gutters**

Installation of gutters must be approved by the Covenants Committee. Gutters must be white to match house trim. Existing gutters and downspouts may be repaired or replaced with 5-inch or 6-inch gutters and downspouts without referral to the Covenants Committee if replacement is similar to the existing in design and color. A leaf guard system not visible from ground level does not require Covenants Committee approval.

## **Section O: Fireplaces and Woodstoves**

The addition or modification of external chimneys and/or flues must have Covenants Committee approval. All flues must be located on the rear of the roof and must be painted black. External chimneys must be in the style of brick or white colored stucco of those originally built by the developer.

## **Section P: Exterior Structures**

Exterior or detached structures such as sheds or storage lockers other than those addressed elsewhere in these guidelines (e.g., trellises, arbors) generally will not be approved. Exceptions may be made for approving small structures in side yards for covering compressors or generators.

## **Section Q: Recreation and Play Equipment**

1. Permanent and semi-permanent recreational and play equipment, including basketball goals and backboards, may not be installed in Camden Park.
2. Temporary recreational and play equipment, including movable basketball goals and backboards, may be put up and taken down for use only on a homeowner's grounds and must be stored out of sight and may not remain outside when not in use. Such equipment may not be used on the streets or alleys, which must be kept free for traffic.

## **Section R: Trash Cans and Recycling Bins**

Trash cans and recycling bins must be stored out of sight. Trash cans and recycling bins must be removed from the alley curb following pick-up and are never to be stored in front of the house or remain in public view on non-collection days.

## **Section S: Firewood**

Firewood shall be kept neatly stacked and stored in the rear or side yard only and located in such a manner as to minimize visual impact. No firewood may be stacked on community common property. Care should be taken in locating a wood pile to avoid attracting termites or other pests.

## **Section T: Signs**

In accordance with Article IX Use Restrictions, Section 5 of the Covenants, "No commercial signs, including "for rent", "for sale", and other similar signs, shall be displayed by anyone..." Political signs may be displayed during election campaigns

but must not be placed more than one month before the election and must be removed no later than one week after the election. Such political signs must be in good taste and of a size and style that does not detract from the community. No signs may be placed on common property.

### **Section U: Attic Ventilators and Solar Tubes**

With prior approval of the Covenants Committee, attic ventilators, including solar ventilators, and solar tubes for interior lighting, are permitted. They shall be of unobtrusive and low-profile design and shall normally be on the rear side of the house. Visible elements must be painted black.

### **Section V: Clothes Drying**

No outdoor clotheslines or other drying apparatus are permitted. Laundry shall not be hung from decks, porches, or stairway railings.

### **Section W: Exterior Lighting**

Lighting which is part of the exterior structure may not be altered without prior approval of the Covenants Committee. Proposed replacement must be compatible in style and scale with either of the styles and colors originally installed. Additions to exterior lighting must be approved by the Covenants Committee.

### **Section X: Storage of Boats, Trailers, or Recreational Vehicles; Maintenance and Licensing of Vehicles**

1. No junk or derelict vehicles or other vehicles on which current registration plates and state inspection permits are not displayed may be parked outdoors within any part of the community.
2. No commercial, industrial, or recreational vehicles (including boats) shall be parked in Camden Park. This guidance is not intended to prohibit temporary parking by contractors working for homeowners or Camden Park, Inc. The loading and unloading of campers and recreational vehicles before and after their use by homeowners is permitted if parking is limited to the short time necessary to accomplish the task.
3. No motorized vehicle may be used or maintained on the yards or sidewalks of any homeowner's lot or in any common area, other than on streets, alleys, and driveways. Vehicles may not be parked on the alleys.

## **Section Y: Garages**

1. The primary use of garages shall be for “garaging” (parking) of vehicles, with ancillary storage of tools, a refrigerator or freezer, yard equipment, trash cans, etc. permissible. This is not intended to prohibit the use of a garage for temporary storage of furniture or materials when moves are being made or construction or home improvements are being accomplished. Using a garage as a pet confinement area is not permitted. Converting a garage to a living area or for commercial use is also prohibited. Cooking in garages is not permitted.
2. When replacing a garage door, replacement by the same style and color door does not require Covenants Committee approval. If the same style door is not available, prior approval of the Covenants Committee is required. A style as similar as possible to the original doors will be required.

## **Section Z: Pods**

Temporary storage pods may only be positioned on driveway aprons that provide sufficient space for the complete pod and any associated footings without intruding onto any common area (sidewalk, street) or any neighboring property. The pod may not be located on the property for more than 5 calendar days.

## **Section AA: Awnings**

Neither permanent nor retractable awnings are permitted in Camden Park. Exceptions to this general rule may be considered, such as awnings in courtyards that are not visible from the street. An application to the Covenants Committee is needed to consider an exception.

## **Section BB: Solar Panels**

1. With prior approval of the Covenants Committee, solar panels or collectors are permitted. Due to differing house styles and advances in solar collection technology, each request will be considered on its own merits. Frames and panels must be black.
2. Applications for approval of solar collector(s) must include:
  - a. An existing site plan/plat showing the house, property lines, significant vegetation (e.g., tall trees), and proposed location of solar collector(s).

- b. Elevations of the house showing the location and appearance of the collectors, any auxiliary equipment and details showing how the collector will be mounted or installed.
- c. A catalog photograph of the collector and complete specifications, including dimensions, colors, materials, etc.

### **Section CC: Flags and Flagpoles**

1. Flags in general are not permitted in Camden Park. In accordance with the Covenants, "flags may be flown temporarily on patriotic occasions". This is interpreted to mean the National Flag of the United States. Other decorative flags, including team banners are not permitted.
2. Only temporary flagpoles are allowed and should not exceed six (6) feet in length and must be attached at an incline to the wall or pillar of the home.

### **Section DD: Antennas and Satellite Dishes**

1. Regular TV antennas designed to receive local broadcast stations must be installed in the attic and may not be installed on roofs. Residents may not install any type of antenna or other device that transmits a signal of any sort that disrupts the reception of the radios and television sets of neighbors.
2. Pursuant to Federal Communications Commission (FCC) regulations, a satellite dish no larger than one meter (39 inches) may be installed with the prior approval of the Covenants Committee. While the Covenants Committee cannot prohibit installation of a satellite antenna, it can require that it is in a "preferred location".
3. Each resident may install an antenna on a rear or side roof that makes it unobtrusive when the house is viewed from the front or street. In the event a resident cannot install their antenna on the rear or side roof due to an unacceptable quality signal, he or she may install the antenna in another location that allows an acceptable quality signal, while making it as unobtrusive as possible.

### **Section EE: Arbors, Gazebos and Other Structures**

All features such as arbors, colonnades, or gazebos must be of natural materials, painted Sherwin-Williams Dover White or its matching equivalent and may not exceed eight (8) feet in height. These added features must be submitted for Covenants Committee approval. No enclosed walls, roofs or screening materials will be approved.

## **Section FF: Trellises**

Trellises may be constructed of wood or other appropriate material and painted Sherwin Williams Dover White or its matching equivalent. Trellises shall not exceed the height of any fence against which they are positioned. Applications for the installation of trellises must be submitted for Covenants Committee approval.

## **Section GG: Miscellaneous**

1. All outdoor cooking equipment must be used in courtyards or patios. Cooking equipment may not be used in garages.
2. No window unit air conditioners are permitted in Camden Park.
3. Hot tubs/spas require approval of the Covenants Committee prior to any installation and must be installed within the Courtyard area.
4. Security bars on windows or doors are generally prohibited. Any exception will require Covenants Committee approval.
5. Window boxes on the exterior walls of houses or under external windows are not allowed in Camden Park.
6. Rain barrels placed in the courtyard do not require an application. If you choose to place one outside of the courtyard, then it becomes an architectural addition to your home and requires an Architectural Request Form.

## **Additional Architectural Information**

Examples of changes which require prior approval:

- Any modification to the exterior of the home
- Painting a new color (for example: trim, door, fence colors)
- Solar panels (pertains to location of panels)
- Adding or replacing a storm or screen door
- Satellite dishes (pertains to location of dish)
- Adding skylights or solar tubes
- Adding a trellis, arbor or gate
- Installing a fence
- New roofing of a different color or style
- Changing or adding permanent lighting fixtures

If there is a question about whether a form is required, please call the Board's Architectural Review Chair or HRW. Forms are available on the [Camden Park web page](#) of the FHA website and as Appendix D of this handbook.

When your application is complete, return it to the Architectural Review Chair, as indicated on the top of the form, and retain a copy for your own records. The Architectural Review Committee will review any applications which have been received, and to make recommendations to the Board at its next meeting. The committee may request additional information from the homeowner to decide. The Board has 60 days from receipt of a complete application to render a decision.

The committee's recommendations to either approve or deny a request are presented to the Board, which then votes on each application. The Board decision is conveyed to the homeowner in a letter or email. If there is a denial, there is a clear reason stated, a request for additional information, or a suggested modification of the proposal. It is strongly suggested that approval letters be retained with your "important papers."

### **Clarification Regarding Exterior Colors**

As discussed in Article V, Architectural Control, of the Camden Park Declaration of Covenants and Restrictions, it is the responsibility of the Camden Park, Inc. Board of Directors to protect the harmony of the external design that each owner purchased with his home. Per the Covenants, "the Board or its designated committee shall have authority to approve roof lines, color, and any condition or material otherwise as a matter of judgment."

Any owner wishing to repaint or re-side a home or paint trim, shutters, fence, arbors, or front/storm doors may repaint or reside in the original or previously approved materials and colors without the need to submit a Request for Architectural Approval form.

Any owner wishing to change any color or material, whether for siding, trim, shutters, front/storm door, arbor or fence must submit a Request for Architectural Approval form prior to undertaking any change.

The original standard Camden Park Color Palette is as follows:

- Trim: Dover White (SW6385)
- Wood Fences and Arbors: Dover White (SW6385)
- Shutters: The original door and shutter colors for Camden Park are Tricorn Black (SW6258) and Emerald Black (SW2936)
- Siding: Pale cream, pale beige, pale tan, pale gray, pale yellow, white
- Front Door: The original door and shutter colors for Camden Park are Tricorn Black (SW6258) and Emerald Black (SW2936)
- Roof Shingles: Black or dark gray

The Board will use the original standard palette as a guide in considering applications for any color or materials change. Requests for Architectural Approval forms are available in the HRW office at the Gathering Place or by email from the Board member chairing the Architectural and Covenant Concerns Committee.

## **Replacement Roofs**

Under Article V of the Camden Park covenants, replacement roofs must be approved by the Board or its designated Committee. Residents should be aware that the Homeowner's Association does not pay any costs pertaining to roofs in Camden Park. The Board, however, has the responsibility to select what shingles can be used with the plan of having roofs in Camden Park be uniform.

The Camden Park Board has reviewed a number of roofing shingles and has selected Certain-teed, GAF or Owens Corning architectural shingles as the most appropriate for use within Camden Park. It is the responsibility of the resident to insure that one of these is the product used and to make any other arrangements for the work that is to be done with their roofing company. The colors that have been approved to maintain harmony and external design are black and dark gray. Roof replacements require an architectural review application that identifies the shingle company, and the name and color of the shingle being selected. Applications for roof replacements do not require neighbors' signatures or drawings.

The shingle companies and shingle colors that have been approved by the Board are Architectural Shingles by CertainTeed, GAF and Owens-Corning. The CertainTeed colors that have been approved are Landmark shingles in Moire Black and Georgetown Gray; the GAF colors that have been approved are Dark Charcoal, Oyster Gray and Slate; the Owens Corning colors that have been approved are Oakridge shingles in Black Onyx and Estate Gray.

Use of any other manufacturer or color of shingle must be approved in advance by the Architectural Review Committee and the application must include a sample of the proposed shingle. Requests for approval should be sent to the Board's Architectural Review Committee Chair. The requests must include the name of the shingle company, name of shingle color and type of shingles materials that will be used. The Chair of the Architectural Review Committee can advise residents about replacement shingles that have already been approved and installed by Camden Park residents if that information is desired.

## **Section III: Landscaping Guidelines**

### **Section A: General Maintenance of Lots**

All lots need to be maintained in a clean, orderly, and attractive appearance consistent with the community. This includes being free from weeds, underbrush, dead growth, and refuse piles. All trees, grass, and plants on properties, including in pots, must be kept healthy, trimmed, and in well maintained condition.

### **Section B: Significant Changes must be Approved**

Other than minor adaptations (e.g., changing vegetation/flowers while retaining general configuration and size), landscaping shall remain as originally planted. The Landscape Committee must approve any significant changes in design or size of landscaping or materials. The Landscape Committee must approve plant materials for any plantings that exceed eighteen (18) inches in height. Native plants are preferred, and invasive plants avoided.

### **Section C: Grounds Maintenance**

1. Our landscape maintenance contractor has crews that maintain lawns and provides gentle pruning of shrubs and trees up to 12 feet above the ground in both the common areas and on an owner's property. Maintenance inside courtyards is the homeowner's responsibility. Grounds maintenance does not include weeding. It is the homeowner's responsibility to keep property free of weeds at all times. A homeowner may need to hire someone to control the weeds.
2. Homeowners may not approach lawn service personnel who are doing mowing, trimming or property cleaning. Questions or concerns regarding landscape maintenance should be sent to the community manager or the Landscape Chair.
3. Pine straw is not allowed outside the courtyard.
4. Garden hoses must be removed from the lawn on mowing days. All hoses should be neatly coiled near the faucet when not in use.

### **Section D: Walls**

Use of visible railroad ties or landscape timbers, rocks, bricks, or other landscape boundary structures or walls requires prior approval of the Landscape Committee.

## **Section E: Removal of Trees**

No person may remove, relocate, or destroy any tree greater than six (6) caliper inches in diameter at four (4) feet from ground level without the approval of the Landscape Committee.

## **Section F: Vegetable Gardens, Raised Beds, and Compost Piles**

Vegetable gardens and raised beds may only be planted, including in pots, within courtyards or areas enclosed by a wall, fence, or hedge and not visible from the exterior. Open compost piles are not permitted but compost bins may be located within a courtyard or enclosed area.

## **Section G: Planters and Pots**

Decorative planters and pots may be used in limited numbers in front and rear yards but may not remain visible once the contents have died. They must be stored out of sight when not planted with a living plant.

## **Section H: Water Courses and Drainage**

Care must be taken when diverting storm water to ensure that diversion does not adversely affect neighboring property by changing drainage patterns or by “dumping” water on a neighboring property or common areas (other than into street/alley gutter). Although an application to the Covenants Committee is not required if no construction or change of landscaping plan that requires an application is involved, due consideration should be given to aesthetic appearance (especially from street view perspective). If black plastic tubing or gutters are used, it should be buried, covered with mulch, and/or worked into the landscaping to be unobtrusive.

## **Section I: Common Property**

1. The property in the parks in East, West, and South Camden belong to Camden Park Inc., which is responsible for their upkeep as well as plantings therein.
2. The property between the sidewalks and streets in East, West and South belongs to Camden Park Inc., which is also responsible for their care and upkeep.
3. The trees in the above areas are the responsibility of Camden Park Inc., but if a tree limb or tree root is invasive over and/or under the homeowner’s property, the homeowner may trim the limb or root if it does not endanger the life of the tree. The homeowner is responsible for any cost involved.

## **CAMDEN PARK, INC**

### **A RESOLUTION ESTABLISHING REGULATIONS REGARDING MAINTENANCE AND RESPONSIBILITIES OF CERTAIN UTILITIES AND SYSTEMS WITHIN THE COMMUNITY**

The Board of Directors of the Camden Park Inc. (“the Service Group”) does hereby adopt the following resolution which was approved by majority vote of the Board of Directors (“Board”) at a regularly called meeting of the Board; and

WHEREAS, pursuant to the Declaration of Covenants and Restrictions for Camden Park recorded in Book 589, Page 185 of the Chatham County Registry of Deeds, including all recorded amendments and supplements thereto (hereinafter the “Declaration”) the Service Group is charged with the responsibility of maintaining the Common Areas located within the community known more commonly as Camden Park; and

WHEREAS, Article IV, Section 11 of the Declaration provides that it shall be the obligation of the Service Group to maintain Common Areas including private streets within Section VII as shown on the recorded plat once those areas are conveyed to the Service Group by the Declarant, Fitch Creations, Inc.; and

WHEREAS, Article VI regarding exterior maintenance provides that the Service Group shall maintain the Common Areas conveyed to it by Fitch Creations, Inc. for the health, welfare, and enjoyment of the residents of Camden Park. Such Common Area shall include the curb lawn extending from the edge of the right of way to the edge of each lot line inside the sidewalk along each roadway within Section VII; and

WHEREAS, Article VI further provides that pursuant to the Declaration each property owner gives and grants an easement to the adjacent property owners to go upon his land between the buildings for the purpose of maintaining the building, maintaining the contiguous landscaping or servicing such equipment as heating and air conditioning units or lines supplying water, sewer, and electricity. Any property owner who goes upon the neighbors’ land for such purposes shall repair at his expense any damage which such maintenance may cause; and

WHEREAS, Article X, Section 1 of the Declaration regarding easements provides that all of the properties, including Lots and Common Areas shall be subject to such easements for water lines, sanitary sewers, storm drainage facilities, gas lines, cable television, telephone and electric power lines and other public utilities as shall be established by the Declarant prior to the subjecting of the property to the Declaration; and

WHEREAS, Article V of the Declaration recorded in Book 398, Page 436 of the Chatham County Registry, which created Fearington Homeowners Association, Inc. (hereinafter “Master Declaration”) provides additional restrictions that are applicable to individual Lots and states that the Declarant reserved for itself and assigns a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use sewers and sewer lines on, in and

over the rear and front ten feet of each Lot and ten feet along each side of each Lot within the Subdivision. The sanitary sewer easement from the right of way to each individual Lot line is reserved for the Declarant and any third-party service providers to perform maintenance and repairs to the sanitary sewer system; and

WHEREAS, according to North Carolina General Statute § 47F-3-102(1) an owners association has the power to adopt and amend rules and regulations unless the articles of incorporation or the declaration expressly provides to the contrary.

WHEREAS, Article IX, Section 1 of the Declaration states that the Board shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each lot and the Common Areas; and

WHEREAS, Article VII, Section 1 of the Bylaws gives the Board the power to adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon; and

WHEREAS, the Board has determined it is in the best interest of the community to clarify the Board's historical interpretation of the governing legal documents regarding the maintenance responsibilities for certain utilities and utility systems located on Common Area and Lots and formally stating such interpretation as provided herein; and

WHEREAS, pursuant to the authority delegated to it under the Declaration, the Board is authorized to promulgate written rules and regulations interpreting the Declaration and such maintenance responsibilities, and pursuant to Article X, Section 1 of the Declaration, the Board has the authority to adopt rules and regulations regarding the use of the Common Areas and the Lots; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Association duly adopts the following policy interpretation of maintenance responsibilities regarding the sanitary sewer system, water system, irrigation systems, and stormwater drainage system based on the governing legal documents, in order to best serve the interests of the Owners and to properly and effectively, administer the affairs of the Service Group as provided in the Declaration and Bylaws as follows:

1. **Sanitary Sewer System** –
  - a. Wastewater lines and other wastewater infrastructure on a homeowners Lot is the responsibility of the Lot Owner. Lot Owners are responsible for sewer blockages, backups and damage involving these lines and infrastructure on their Lots and for repairs to the same, as well as restoring any privately owned right of way and/or Common Area back to its prior condition if damaged during maintenance or repairs.
  - b. Lot Owners are responsible for knowing the location of the wastewater clean-out pipe on their Lot, and for keeping the clean-out unobstructed and visible. If a Lot Owner has a wastewater blockage, it may be necessary to insert a camera in the wastewater pipe, and the insertion point for the camera is often the Lot Owner's

clean-out pipe. Lot Owner costs can be significantly greater if a plumber must take time to locate and uncover the clean-out pipe.

- c. If a Lot Owner experiences a sewage blockage or backup on their Lot, the Lot Owner may wish to attempt to resolve the situation themselves and, if not successful, a Lot Owner should:
  - (i) Call their regular plumber to try to correct the situation.
  - (ii) If the plumber called by the Lot Owner is unable to solve the problem, the Lot Owner should immediately report the problem to Ferrington Utilities, LLC (PHONE: 919-542-2121) and to Associa/HRW, the Camden Service Group management company (PHONE: 919-787-9000). Neither Ferrington Utilities nor Associa/HRW is responsible for resolving wastewater issues on Owner's Lot but may know further information or otherwise attempt to be a resource.
  - (iii) For their safety and to ensure the proper functioning of the system, Lot Owners should not attempt to enter utility infrastructure like manholes nor repair or alter wastewater systems that are not on their Lot and should instead contact Ferrington Utilities, LLC.
- d. Wastewater lines and infrastructure located outside of Owners' Lots are the responsibility of Ferrington Utilities, LLC. If a Lot Owner experiences a wastewater blockage or backup, and it is determined that the cause of this blockage or backup is beyond the Lot Owner's Lot, the Lot Owner should immediately contact Ferrington Utilities, LLC.

2. **Water System** –

- a. The Chatham County Public Utilities and Water Division shall be responsible for any maintenance and repair to any water lines and water system infrastructure located at the water main connection to and including the water meter. This responsibility includes restoring any privately owned right of way and/or Common Area back to its prior condition, if damaged during maintenance or repairs.
- b. The individual Lot Owner shall be responsible for any maintenance and repair to any water lines and water system infrastructure located at the meter to the individual residence. This responsibility includes restoring any privately owned right of way and/or Common Area back to its prior condition, if damaged during maintenance or repairs.

3. **Irrigation Systems --**
  - a. Irrigation systems and infrastructure serving private Lots are the responsibility of the respective Lot Owner. This includes maintenance and repair of irrigation systems and irrigation infrastructure on the Owner's Lot, as well as any portions of that Lot Owner's respective irrigation system and infrastructure installed on Common Area. This responsibility includes restoring any privately owned right of way and/or Common Area to its prior condition if damaged during maintenance or repair or initial installation. No portion of any irrigation system infrastructure serving private Lots may be installed on the Common Area without the prior written approval of the Board.
  - b. Irrigation systems and infrastructure located on and only serving the Common Areas is the responsibility of the Service Group.
4. **Drainage Systems** – In general, responsibility for stormwater drainage depends on who owns the property upon which the drainage infrastructure exists. Stormwater drainage infrastructure includes, but is not limited to, stormwater drain lines, drain covers, inlets, surface channels, grass swales, ditches, and culverts, The, responsibility for stormwater throughout the community is delineated as follows:
  - a. Stormwater drainage infrastructure located on an individual Lot is the repair and maintenance responsibility of the respective Lot Owner.
  - b. Stormwater drainage infrastructure located on the Common Area and private streets, including any private right of way is the maintenance and repair responsibility of the Service Group.
  - c. The North Carolina Department of Transportation shall be responsible for any maintenance and repair to any stormwater drainage infrastructure located on any public street, including any public right of way.
5. **Responsibility for Willful or Negligent Conduct** - As stated in Article VI of the Declaration, in the event that the need for maintenance or repair is caused through willful or negligent acts or omissions of the Owner, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.
5. **Enforcement** - In accordance with Article VII of the Bylaws, in the event that the Board determines (following notice and a hearing) that there has been a violation of this policy, then for any violation and subsequent violation that occurs after the Board's decision, and without further hearing, the Board may impose fines in accordance with N.C.G.S. § 47F-3-102(12) and N.C.G.S. § 47F-3-107.1.

**THIS RESOLUTION** was duly enacted by a majority vote of the Board of Directors the **18th** day of **April**, 2023. The Secretary of the Service Group is directed to mail a copy of this rule to all Lot Owners on or before **24 May**, 2023 and this policy will be effective as of **June 1<sup>st</sup>** 2023.

This the **7th** day of **May**, 2023.

**CAMDEN PARK, INC.**

**Dan Freehling**  
By: President

**ATTEST: John F. Boschen**  
By: Secretary

## **CAMDEN PARK, INC.**

### **RESOLUTION CLARIFYING AND DEFINING SCOPE OF LOT OWNER LANDSCAPE AND EXTERIOR MAINTENANCE RESPONSIBILITIES**

The undersigned, representing the Board of Directors of the Camden Park Inc. (“the Service Group”) does hereby adopt the following resolution which was approved by majority vote of the Board of Directors (“Board”) at a regularly called meeting of the Board; and

WHEREAS, the Service Group is subject to that certain Declaration of Covenants and Restrictions for Camden Park recorded in Book 589, Page 185, Chatham County Registry (the “Declaration”); and

WHEREAS, among other things, the Declaration sets forth certain use restrictions upon each Owner and each Owner’s Lot (as those terms are defined in the Declaration) for the benefit of each Owner, the Members (as that term is defined in the Declaration), and the Service Group as a whole; and

WHEREAS, Article IX, Section 10 of the Declaration states that each Lot Owner within the development shall maintain and preserve his Lot in a clean, orderly and attractive appearance within the spirit of this development; and

WHEREAS, according to North Carolina General Statute § 47F-3-107(a) except as otherwise provided in the declaration, each lot owner is responsible for the maintenance and repair of his lot and any improvements thereon; and

WHEREAS, according to North Carolina General Statute § 47F-3-102(1) an owners’ association has the power to adopt and amend rules and regulations unless the articles of incorporation or the declaration expressly provides to the contrary; and

WHEREAS, Article IX, Section 1 of the Declaration states that the Board shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot; and

WHEREAS, the Board has determined that it is in the best interests of the Service Group to clarify and define what the Service Group considers to be the type of necessary maintenance and repairs by an Owner to create and maintain a “clean,

orderly and attractive appearance” of the Lot, including the exterior of the dwelling and other improvements and structures existing thereon; and

NOW THEREFORE, IT IS RESOLVED, that the Board of Directors of the Camden Park Service Group creates the following rule in order to clarify and define what the Service Group considers to be the type of necessary maintenance and repairs by a Lot Owner to create and maintain a “clean, orderly and attractive appearance” of the Lot as set forth in Article IX, Section 10 of the Declaration:

1. **Yard and Hardscape Maintenance**

- a. Maintaining planting beds and planting pots, including keeping beds and pots free of weeds, underbrush, refuse piles, litter and other trash, and dead or dying plants, shrubs or trees.
- b. Planting pots are permitted only on front stoops or porches, private walkways, alley planting areas and courtyards. When not in use, planting pots, including decorative pots, must be stored in a location not visible from streets or sidewalks. Nursery pots are not permitted.
- c. Trees, shrubs and bushes on a Lot that are not otherwise maintained by the Service Group must be maintained by the Lot Owner in a manner consistent with the species involved, including pruning on a regular basis to maintain proper height, shape and overall appearance.
- d. When not being actively used, garden hoses must be placed out of sight from the street, sidewalk or alley, or stored on a hose reel, box, or holder adjacent to the house, garage or courtyard.
- e. Except as noted below, all trash, litter, weeds, sticks, limbs, branches and other lawn and garden debris generated by the Lot Owner or as the result of wind, storm or similar event must be promptly removed from lawns and hardscapes. Garden debris including weeds, dead or dying plantings, sticks and branches which the Lot Owner generates, or which are the result of storm, wind or other natural occurrences must be disposed of in leaf bags or medium-size garbage cans, or as tied yard waste, and taken to the assigned location for pickup by the Service Group’s landscape firm as scheduled. Yard waste may not be kept in a refuse pile.

Lawn, garden, shrub and tree debris generated as a result of work performed by the Association's landscapers or originating from Common Property is the responsibility of the Service Group.

- f. Maintaining, cleaning, keeping free of weeds and grass, and repairing hardscape surfaces, including, but not limited to private walkways and any landscaping hardscapes such as stone pavers.

2. **Exterior Maintenance of dwelling and other structures on the Lot**

- a. Maintain, repair, clean, paint and otherwise appropriately care for the exterior of the dwelling. Components of the exterior of the dwelling include but are not limited to, exterior walls and siding, chimneys, foundation, garage and entrance doors, shutters, trim, gutters, roofs, windows, and courtyard walls. All components of the exterior of the dwelling are to be maintained and kept in good repair, including but not limited to being free of peeling, missing or faded paint and kept in a clean manner free of mold, mildew, stains, or excessive dirt. Gutters are to be securely affixed to the house in a straight-line manner and free of visible debris.

- b. Maintain, repair, paint, clean, and power wash any fences, retaining walls, exterior courtyard walls, pergolas, and other improvements or structures on the Lot. Fences are to be maintained in a straight, upright manner.

3. **Enforcement** – In accordance with Article VII of the Bylaws, in the event that the Board determines (following notice and a hearing) that there has been a violation of this rule, then for any violation and subsequent violation that occurs after the Board's decision, and without future hearing, the Board may impose fines in accordance with N.C.G.S. § 47F-3-102(12) and N.C.G.S. § 47F-3-107.1.

THIS RESOLUTION was duly enacted by a majority vote of the Board of Directors the **18<sup>th</sup>** day of **April**, 2023. The Secretary of the Association is directed to mail a copy of this rule to all owners on or before **24 May**, 2023, and this policy will effective as of **June 1st**, 2023.

This the **7<sup>th</sup>** day of **May**, 2023.

**CAMDEN PARK, INC.**

**Dan Freehling**  
By: President

ATTEST: **John F. Boschen**  
By: Secretary

## Section IV: Procedures

### Section A: General Information

1. The relevant Committee (Covenants or Landscape) will review all applications for any changes, additions, or alterations to external aspects of a homeowner's home and/or grounds. It has the authority to approve, approve with modification(s), or disapprove applications in accordance with these guidelines. A homeowner affected thereby may appeal any decision of either Committee to the Board of Directors.
2. The Covenants Committee and the Landscape Committee will only consider written requests as outlined below. Similarly, the Board of Directors will only consider written appeals. Oral requests will not be considered in either circumstance. Applications and appeals shall be submitted to the Committee Chair or through the community manager. The Committee Chair or community manager must receive any appeal from a Covenants Committee decision by a homeowner within 15 days following the Committee's decision. The appeal must include rationale for appeal with supporting materials.
3. Approval by the appropriate committee is required prior to commencing any change. Therefore, appropriate lead-time should be considered when filing an application. The Covenants Committee has up to sixty (60) days from receipt of a complete application in which to act. If the Covenants Committee shall fail to act within sixty (60) days upon any complete application submitted to it, the application will be considered approved. The sixty (60) day period commences only when the Covenants Committee accepts the application as complete.
4. No changes may be commenced without written approval by the relevant Committee (or Board if on appeal). No statements or actions by any Committee or Board member(s) may be relied upon in lieu of written committee (or Board) approval. The existence of any similar changes in the community will not be grounds for an owner to proceed with changes without the prior approval of the Committee or Board.
5. In the case of changes that require approval by Chatham County, such County approval does not substitute for approval by the Covenants Committee. If a County permit is required, the homeowner may wish to consult with appropriate County staff before applying to the Covenants Committee in order to ensure the application is consistent with County code. However, formal application to the County for necessary permit(s) is best done after approval of an application by the Covenants Committee or Board.

## Section B: Application Procedures

1. An application form (Attachment A for architectural changes or Attachment B for landscape changes) and associated instructions for completion of the application may be taken from these Guidelines or the Camden Park Welcome Book or downloaded from the Camden Park website or from the Community manager's website (Town Square) or by requesting copies from the Committee Chair. All applications must be on the approved application form. Please use the appropriate Camden Park application, not the Farrington Homeowners Association (FHA) application, since FHA requirements do not apply in Camden Park, which is governed by its own covenants.
2. The completed application must be signed by the homeowner and sent to the attention of the relevant Committee Chair (Covenants or Landscape) or to our community manager. The application must include signatures from the most affected neighbors (at a minimum those owners sharing a boundary line with and across from the proposed changes) acknowledging their awareness of the proposed changes. The Committee may determine that the application is incomplete if it believes that additional homeowner signatures are required due to proximity, view, etc. Signature by a neighbor does not imply approval of the changes but is only used to raise awareness by neighbors of the proposed change. It allows the signatory to communicate disapproval directly to the committee.
3. Incomplete applications will be considered denied and returned to the applicant with an explanation as to what must be done to complete the application (e.g., adding signatures, enclosing elevations, copy of the plat, etc.). If notification of receipt of a completed application has not been received within two weeks of submission, the applicant should contact the committee chair to obtain written verification that the application has been received.
4. If an application is disapproved, or approved with modifications required by the Committee, the applicant is free to: a) request that the Committee reconsider its position; b) resubmit a modified application to the Committee; or c) appeal to the Board of Directors. In all cases, the applicant is encouraged to present additional information that might help clarify the request or demonstrate its acceptability.
5. When modifying an application, the applicant must submit a new application form with new signatures of the most affected neighbors, except in those cases in which the Covenants Committee has indicated in its decision that a minor modification (as defined and noted by the Covenants Committee in its action on application) is required that does not require resubmission.

6. In all cases of denial, the applicant may submit a written request for reconsideration, modification, or appeal directly to the Board of Directors to be considered at the Board's next regular meeting. The applicant has the right to attend such a meeting and make a brief presentation to the Board as to why the application should be approved.
7. Any owner who commences construction of an exterior change prior to receipt of the written approval of the Covenants Committee will be responsible for all costs and expenses (including any legal fees) associated with the removal of the exterior change and restoration of the property to its original condition and may be assessed a monetary fine for failure to comply with the Covenants.

### **Section C: Committee Review Criteria**

1. The relevant Committee evaluates all submissions on the individual merits of the Application. Besides evaluation of a particular design proposal, this includes consideration of the characteristics of the home type, individual site, and effect upon neighboring dwellings or occupants, since what may be an acceptable exterior or landscape design in one location may not be in another.
2. Judgments of acceptable design are based primarily on the following criteria that represent, in more specific terms, the general standards of the covenants.
  - Appearance: Conformity with the appearance of the immediate neighborhood and the community as a whole.
  - Validity of Concept: The basic idea must be sound and appropriate to its surroundings.
  - Design Compatibility: The proposed changes must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in the architectural style, quality of workmanship, similar use of materials, color and construction details.
  - Consistency with Guidelines: Proposed changes must be in conformance with these guidelines.
  - Scale: The size (in three dimensions) of the proposed change should relate well to adjacent structures and surroundings.
  - Color: Exterior colors must be consistent with the community and these guidelines.

## **Section D: Enforcement Procedures**

The Association shall enforce violations or attempted violations of these Design Guidelines in accordance with the Covenants, Bylaws and resolutions of Camden Park, Inc. Generally, an owner responsible for a violation will be given prior written notice and an opportunity to correct the violation. If the violation remains, a hearing may be called, and monetary fine may be imposed. In addition, the Association may seek immediate legal action to enjoin the violation and compel compliance.

## **RESOLUTION:**

WHEREAS, the Declaration of Covenants and Restrictions (“Covenants”) made the 19<sup>th</sup> day of March 1992, establishes Camden Park Inc. (“CPI”), a nonprofit corporation under the laws of North Carolina, as a Service Group within Ferrington Village; and

WHEREAS, the said Covenants provide for a Board of Directors for said Service Group to exercise Architectural Control as defined in Article V of said Covenants, and on Exterior Maintenance as set out in Article VI, and on Party Walls, Roofs, Foundations and Foundation Walls as set out in Article VII, and on Use Restrictions as set out in Article IX, and on any other provisions of said Covenants; and

WHEREAS, the Board of Directors (“Board”) has appointed an Architectural Review and Covenant Concerns Committee (“Architectural Committee”, also referred to as the “Covenants Committee”) and a Landscape Management and Review Committee (“Landscape Committee”) to administer and to advise the Board consistent with said Covenants and with Article IX of the Camden Park, Inc. Bylaws; and

WHEREAS, Section 4, Architectural Committee, of said Bylaws provides that “The Architectural Committee may from time to time publish and promulgate architectural standards based on the Covenants.” Such standards or guidelines being intended to guide and assist homeowners in applying for approval for changes and to guide the Committees and Board in approving or denying such approval.

NOW, THEREFORE, upon recommendation of the Architectural Review and Covenant Concerns Committee and the Landscape Management and Review Committee, the foregoing Design Guidelines are adopted by the Board of Directors and shall be published to the community and members of Camden Park, Inc.

Anne Wrigley  
President  
Board of Directors  
Camden Park, Inc.

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Camden Park Inc. this 14<sup>th</sup> day of November 2017.

By:  
Therese St. Peter  
Secretary

## **Section V: Covenant Enforcement Policies & Procedures**

All Camden Park homeowners have the responsibility to be familiar with and observe all Covenants. This Welcome Book includes all Covenants. Appropriate forms and procedures to request approval for any exterior home change or landscaping modification are included in Appendix A.

The Camden Park Board has the responsibility to enforce our governing Covenants to (a) preserve home values and quality of life and (b) to ensure neighborhood attractiveness and compatibility.

The Board, working closely with HRW, our Management Company, will make every effort to achieve these goals in a spirit of cooperation and mutual respect. All decisions regarding Covenant enforcement are the responsibility of the Board and its committees, and are administered through Camden Park's Community Manager, Keli Allen at HRW.

### **How It Works:**

1. **Identification of a potential situation of non-compliance:** In addition to an observation by individual Board members or the Camden Park Community Park Manager, a written report of a potential non-compliance shall be submitted either to the Community Manager or to the appropriate Covenants Committee chairperson (i.e., Landscape, Architectural Review, Streets and Utilities).
2. **Investigation of possible non-compliance:** Either the appropriate Covenants Committee chairperson or a member of his/her committee or the HRW Community Manager shall conduct a site visit to determine if the complaint violates the relevant Covenant.
3. **Identification Letter:** Following a Board discussion of the alleged violation, the Community Manager will write a letter to the homeowner identifying the violation in question and requesting that the violation be remedied.

4. **Follow-up letters:** No less than 30 days after the initial Identification Letter was sent, either the appropriate Board Covenants Committee chairperson or Keli Allen of HRW will either confirm or not whether the violation has been remedied. If it has not been remedied or it is judged that sufficient progress has not been made to remedy the violation, a second letter will be sent to the homeowner, seeking clarification, and requesting that the violation be addressed immediately. It often happens that the appropriate Board Committee chairperson communicates these concerns in person with the homeowner, as this allows for a less formal and often more informative exchange.
  
5. **Violation Hearing Letter:** After no less than forty (40) days after the Follow-up Letter, either the Board member or Management Company representative will confirm whether the violation has been remedied. If it has not been remedied or it is judged reasonable progress has not been made to remedy the violation, a Violation Hearing Letter will be mailed by the Management Company to the homeowner communicating the date, time and location for a Violation Hearing by the Board. The hearing will be scheduled no less than fourteen (14) days after the Violation Hearing Letter. This can be a closed meeting if either the Board or homeowner prefers.

If appropriate, at any time prior to this point, personal contact with a homeowner by telephone or in-person may be initiated by a Board member or the Management Company to discuss the issue.

6. **Violation Hearing:** If the violation has not been remedied by the date of the Violation Hearing, the hearing will proceed before the Board. The Board shall provide the homeowner with the opportunity to explain why the fining provisions of the North Carolina Planned Community Act should not be invoked for prolonged non-compliance with the Covenants.
  
7. **Fining Letter:** After the Violation Hearing, or upon failure of the homeowner to appear, the Board will determine by a majority vote whether a fine is warranted in the specific incidence. If so, it shall decide the amount of the fine, which will be documented by letter mailed by the Management Company to the homeowner no more than ten (10) days after the decision is rendered. Per the provisions of the North Carolina Planned Community Act, the fine may not exceed \$100 per day per violation. The letter will also provide an additional ten (10) days for the homeowner to remedy the violation before the first fine.

8. **Fining Process:** Fines shall commence on the day identified in the letter to the homeowner, who shall be sent an invoice for all accrued fines. If the fines remain unpaid after thirty (30) days, the Management Company, on behalf of the Board, may file a lien to secure payment of the fine.
9. **Timing:** The default time period between letters is forty (40) days. However, there may be urgent circumstances where the Board may approve that the letters be mailed more rapidly, and so direct the Management Company.
10. **Compliance Notification Letter:** When a homeowner remedies a violation at any juncture, a letter acknowledging the compliance will be mailed to the homeowner by the Management Company on behalf of the Board.

**APPENDIX B:  
CAMDEN PARK, INC. BYLAWS**

# BYLAWS CAMDEN PARK, INC. (CPI)

Approved November 16, 2008  
Effective January 1, 2009

## ARTICLE I

**Section 1. Principal Office.** The principal office of Camden Park, Inc. shall be in Chatham County, North Carolina.

**Section 2. Registered Office.** The registered office of Camden Park, Inc is 1000 Fearington Post, Pittsboro, NC 27312.

## ARTICLE II DEFINITIONS

**Section 1.** “CPI” and “corporation” shall mean and refer to Camden Park, Inc., a nonprofit corporation organized under the laws of North Carolina, its successors, and assigns.

**Section 2.** “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions as Fearington Section VII, “Camden Park”, and such additions thereto as may thereafter be brought within the jurisdiction of CPI or this Declaration.

**Section 3.** “Common Areas” shall mean all real property owned or leased by CPI for the common use and enjoyment of the Owners.

**Section 4.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

**Section 5.** “Owner” shall mean and refer to the owner of record, whether one or more persons or entities of a title to any lot which is a part of the Properties but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** “Declaration” shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the office of the Register of Deeds of Chatham County, North Carolina in Book 589, Page 185 and additions thereto.

**Section 7.** “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

## **ARTICLE III MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first and all subsequent annual meetings of the members shall be on the third Sunday of each November or such other date in November as determined by the Board of Directors, to be held at a time and place announced to the membership in accordance with Section 3 of Article III.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the members.

**Section 3. Notice of Meetings.** Not less than fifteen (15) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the internet, to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10<sup>th</sup>) of the Lot votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting without notice or other announcement at the meeting until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies and Absentee Ballots.** At all meetings of members, one member representing each Lot may vote in person, by proxy, or by absentee ballot. All proxies and absentee ballots shall be in writing and filed with the Secretary. Every proxy or absentee ballot shall be dated and revocable upon written filing with the Secretary and shall automatically cease immediately after the meeting.

**Section 6. Votes.** Each Lot shall be entitled to one (1) vote.

## **ARTICLE IV BOARD OF DIRECTORS**

**Section 1.** Number The affairs of Camden Park, Inc. shall be managed by a Board of five (5). Directors shall be owners or resident spouses/partners of owners. If the number of Board members falls below four (4), the remaining Board members may act for a period of up to six (6) months. [Rev.11.18.2012]

**Section 2.** Term of Office At each annual meeting the members shall elect Directors for two-year terms to replace those whose terms are expiring. The terms of such newly elected Directors shall begin at the end of the December meeting of the Board of Directors and continue for two (2) full years thereafter. [Rev. 11.19.2017]

**Section 3. Removal/Vacancy.**

- a. Any Director may be removed, with or without cause, by a majority vote of the members of CPI.
- b. In the event of death, resignation, or removal of a Director, a successor shall be recommended by the Nominating Committee and, if confirmed by a majority of the remaining members of the Board, shall serve for the unexpired term of the predecessor.

**Section 4. Compensation.** No Director shall receive compensation for any service he or she may render to CPI. However, any Director may be reimbursed for actual expenses incurred by the performance of CPI duties.

**Section 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written or email approval of all the Directors. Any such action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 6. Planned Community Act.** The Board shall endeavor to be guided by the applicable parts of the North Carolina Planned Community Act.

## **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nominations for election to the Board of Directors shall be made by a Nominating Committee. Other nominations may be made by petition signed by at least five (5) members of CPI, provided there is written permission from the nominee. The names of all nominees by petition must be received no less than thirty (30) days before the annual meeting and be printed on the ballot.

The Nominating Committee shall make as many nominations for confirmation by the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall reflect to the fullest extent possible the demographic distribution of Camden residents.

The Nominating Committee is a Standing Committee and will be governed by the rules detailed in Article IX of these Bylaws, as well as by this Article V, except that if there is any difference between Article V and Article IX, the provisions of Article V shall govern.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members, in person or their proxies, or by absentee ballot, may cast, in respect to each vacancy, one vote per candidate per Lot. The persons receiving the largest number of votes shall be elected.

## **ARTICLE VI MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall normally be held monthly, unless one is skipped by Board decision, with notice in the minutes, at such date, place, and hour as may be fixed from time to time by resolution of the Board. Should the normal meeting date fall upon a legal holiday, then that meeting shall be held within seven (7) days before or after that date.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of CPI, or by any two Directors, after not less than three (3) days written or email notice to each Director. A public notice of the special meeting shall also be posted on appropriate bulletin boards within Camden Park not less than three (3) days before the date of the special meeting.

**Section 3. Quorum.** A majority of the number of current Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Executive Sessions.** The Board may from time to time find it necessary to move to executive session during the Board Meeting. The majority of Board members in attendance must agree to the executive session, with votes recorded in the minutes. If during the executive session, decisions are made, these decisions must be reported and recorded in the minutes of the public session following the close of the executive session.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section I. Powers.** The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- b. Suspend the voting rights and right to use of the Common Areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by CPI. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- c. Exercise for CPI all powers, duties, and authority vested in or delegated to CPI and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- e. Employ an independent contractor or a manager and such other employees as they may deem necessary, prescribe their duties, and oversee performance to the current contract.

- f. Prescribe, assess, and collect fines, not to exceed twenty-five dollars (\$25.00) for each violation, for violations of the restrictive Covenants provided in the Declaration, and apply such other remedies as may be available to enforce the correction of violations and compliance with said Covenants and other rules and regulations that may be adopted by CPI.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Lots represented by members who are entitled to vote.
- b. Supervise all officers, agents, and employees of CPI, and see that their duties are properly performed.
- c. As more fully provided in the Declaration:
  - Fix the amount of the annual assessment against each Lot not later than November thirtieth (30<sup>th</sup>) of each year.
  - Provide written notice of each assessment to every Owner subject thereto not later than November thirtieth (30<sup>th</sup>) of each year.
  - Take appropriate legal action against any property for which assessments are not paid in conformance with the currently existing collection policy and Article X, Section 2.
- d. Issue, or cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- e. Procure and maintain adequate liability and hazard insurance on property owned by CPI.
- f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- g. Cause the Common Areas to be maintained.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of CPI shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary, and a Treasurer; and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers by Board members shall take place at the first meeting of the Board of Directors following each annual meeting of the members. Terms of office shall be for one (1) year.

**Section 3. Term.** The officers of CPI shall be elected annually by the Board, and each shall hold office for one (1) year unless he or she shall sooner resign, or be removed, or otherwise become disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of CPI may require, each of whom shall hold office for such period, having such authority and performing such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office by a majority vote of the other current members of the Board. Any officer may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A successor shall be recommended by the Nominating Committee and, if confirmed by a majority of the remaining members of the Board, shall serve for the unexpired term of the predecessor.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board as outlined in Section 5 above.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

- **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other similar written instruments.
- **Vice President.** The Vice President shall act in the place and stead of the President in the event of absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice President will also normally serve as Chair of one of the Standing Committees.
- **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate Seal of CPI and affix it on all papers requiring said Seal; serve notice of meetings of the Board and of the members; keep appropriate records current showing the members of CPI together with their addresses; and shall perform such other duties as required by the Board.

- **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of CPI and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks of CPI; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be provided to all members not later than March 31<sup>st</sup> of each year. The Treasurer may have the assistance of an accountant or auditor who shall be selected by the Board of Directors. In the event CPI enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

## **ARTICLE IX COMMITTEES**

**Section 1. Appointment of Committees.** The Board of Directors shall appoint a Nominating Committee as provided by these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

**Section 2. Standing Committees.** The Standing Committees shall be as follows:

- Nominating Committee
- Landscape Management and Review Committee
- Streets, Utilities, and Facilities Committee
- Architecture Review and Covenant Concerns Committee

**Section 3. Committee Membership.**

- a. Each Standing Committee shall have a minimum of three (3) members.
- b. The Chair of each Standing Committee shall be a member of the Board, will be appointed by the Board, and will serve at the pleasure of the Board.
- c. Committee Members, other than the Chair, will be selected by the Chair of each committee, and confirmed by the Board, and serve at the pleasure of the Board.
- d. Membership of all committees shall reflect to the fullest extent possible the demographic distribution of the members of CPI.
- e. The President of CPI shall be a member ex-officio of all Committees.

**Section 4. Architectural Committee.** The Architectural Committee may from time to time publish and promulgate architectural standards based on the Covenants.

**Section 5.** Duties of Committees may be added to these Bylaws by amendment as prescribed in Article XIII.

## **ARTICLE X ASSESSMENTS**

**Section 1. Financial Report.** At each regular annual meeting of the members, the Board of Directors shall present a statement of income received and expenditures incurred by CPI in the current year up to the date of said annual meeting together with a budget and an estimate of the assessment for the succeeding calendar year, and shall make available a copy of such budget, assessment estimate, and statement to the members.

**Section 2. Delinquent Payments.** As more fully provided in the Declaration, each member is obligated to pay to CPI annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a monthly late fee of ten dollars (\$10.00) shall be charged. CPI may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property. Reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of said property. Due to sometimes unavoidable payment administration issues during the first few months after new homeowners move in, the Board may waive late fees, etc. for that time period.

## **ARTICLE XI DISSOLUTION**

Camden Park, Inc., may be dissolved with assent given in writing and signed by members representing not less than two thirds (2/3) of the Lots. Upon dissolution of CPI, other than incident to a merger or consolidation, its assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which CPI was created. In the event that such dedication is refused acceptance such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

## **ARTICLE XII CORPORATE SEAL**

CPI shall have a seal in circular form having within its circumference the words: CAMDEN PARK, INC.

## **ARTICLE XIII AMENDMENTS**

**Section 1.** These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person, by proxy, or by absentee ballot, provided that at least fifteen (15) days advance written or email notice shall be given the members regarding the proposed Amendment.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIV RESPONSIBILITY OF OWNERS**

Owners shall have the obligation to acquaint their tenants with the Bylaws and with all the Covenants provided by the Declaration and shall be responsible for full compliance by their tenants with said Covenants.

## **ARTICLE XV EXPENSES AND ATTORNEYS' FEES**

In the event CPI shall bring any suit or action to enforce any provision contained in the Covenants and Restrictions in the Declarations or in the Rules and Regulations, if any, of CPI or to collect any money due it there under or to foreclose a lien, and CPI shall prevail, in whole or in part, in such suit or action, the defendant in such suit or action shall pay to CPI all costs and expenses which CPI may incur in connection with such suit or action, and such amount as the court may determine to be reasonable attorneys' fees therein, including attorneys' fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court. Such fees and costs will become a continuing lien against the property until sold and shall bear interest at the prime rate in effect at the time of filing of the lien.

In the event the CPI is obliged to defend itself against any suit or action brought by a member, CPI shall be entitled to recover from that member all costs and expenses which CPI may incur, and such amount as the court may determine to be reasonable attorneys' fees therein, including attorneys' fees incurred in connection with any appeal, if CPI prevails in such action, in whole or in part, and such fees and costs will also become a continuing lien against the property until paid and shall bear interest as specified above.

CPI's Board and its managerial contractor are also aware that suits or other enforcing actions brought by CPI, or actions brought against CPI and its managerial contractor may result in an adverse judgment against CPI and/or its managerial contractor, in which case CPI and its managerial contractor may be liable for the payment of similar charges. In all such actions the Board and its managerial contractor will make every effort to resolve such actions in a reasonable and amicable fashion with the overall interest of the CPI members as its primary guide.

## **ARTICLE XVI MISCELLANEOUS**

These revised Bylaws, having been approved by the members of the annual meeting of November 16, 2008, pursuant to ARTICLE XIII of the Bylaws effective November 16, 1997 (with slight amendments approved at the 1999 and 2006 Annual Meetings), shall take effect on January 1, 2009, and shall thereafter supersede the Bylaws effective November 16, 1997 which shall be null and void.

In witness whereof we, being all of the Directors of the Camden Park, Inc. homeowners' association, have hereunto, set our hands this day, December 18, 2008.

Don Hall, President

Gary Zech, Vice President

John Miescier, Treasurer

Sue Clark, Secretary

Shirley Sennhauser, Director

Marcia Gest, Director

Diane Taylor, Director

**APPENDIX C:  
CAMDEN PARK, INC. BUDGET**

CAMDEN PARK, INC.  
2023  
Approved Budget

	<u>2022</u>	<u>2022</u>	<u>2023</u>
	<u>Budget</u>	<u>Projection</u>	<u>Budget</u>
<b><u>Income</u></b>			
4000	Assessment Income -\$215/unit (233 homes) - \$15 increase	\$ 559,200.00	\$ 559,200.00
4070	Maintenance Assessments	-	\$ -
4700	Collection Processing fees	-	20.00
4705	NSF Fees	-	30.00
4710	Late Charges	-	480.00
4810	Compliance Fines	-	-
4900	Interest - Operating	-	14.00
4720	Legal Fees Billed to Owners	-	460.00
4295	Social Function Income	500.00	250.00
	<b>TOTAL INCOME</b>	<b>\$ 559,700.00</b>	<b>\$ 601,140.00</b>
<b><u>Utility Expense</u></b>			
6000	Electricity Expense	35,000.00	36,733.49
6025	Water Expense	2,000.00	2,000.00
6035	Trash Removal Expense - \$20/unit/month	61,248.00	61,248.00
	<b>TOTAL UTILITY EXPENSE</b>	<b>\$ 98,248.00</b>	<b>\$ 99,981.49</b>
<b><u>General Maintenance</u></b>			
6515	Building Maintenance - mail kiosk repairs & maintenance	\$ 4,250.00	\$ 4,250.00
6436	Maintenance-Plumbing (Water or Sewer)	1,000.00	500.00
6600	General Repair and Maintenance	2,800.00	2,800.00
6760	Street Repair & Maintenance	13,500.00	13,500.00
	<b>TOTAL GENERAL MAINTENANCE</b>	<b>\$ 21,550.00</b>	<b>\$ 21,050.00</b>
<b><u>Grounds Expense</u></b>			
6100	Grounds & Landscaping - Contract	170,471.00	170,271.00
6145	Mulch	68,600.00	68,600.00
6160	Tree Maintenance	30,000.00	30,000.00
6434	Pest Control	1,200.00	1,200.00
6199	Landscape Improvements	5,000.00	5,000.00
6200	Irrigation Repair & Maintenance	600.00	600.00
	<b>TOTAL GROUNDS EXPENSE</b>	<b>\$ 275,871.00</b>	<b>\$ 275,671.00</b>
<b><u>Administrative Expense</u></b>			
5115	Website Maintenance	2,000.00	-
5200	Social Events	500.00	250.00
5000	Administrative Expense	6,000.00	6,000.00
7020	Legal - General Matters	3,000.00	8,667.50
8810	Reimbursable Maintenance Service	-	-
8860	Reimbursable Collection Processing	-	150.00
8867	Reimbursable Bank Service Fee	-	-
7000	Audit/Tax Returns	275.00	275.00
5400	Insurance	3,600.00	3,327.00
7040	Management	18,360.00	18,360.00
5105	Reserve Study	-	1,600.00
5010	Bad Debt	-	-
5195	Other Administrative Services	500.00	250.00
9000	Tax Expenses	2,000.00	83.69
9005	State Income Tax	-	113.00
	<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>\$ 38,235.00</b>	<b>\$ 39,276.19</b>
<b><u>Other Expenses</u></b>			
9105	Transfer to Reserves - minimum transfer per Reserve Study	100,520.00	100,520.02
9106	Transfer to Reserves - other improvements	27,276.00	28,653.18
	<b>TOTAL RESERVE EXPENSE</b>	<b>\$ 127,796.00</b>	<b>\$ 129,173.20</b>
	<b>TOTAL CAMDEN PARK EXPENSE</b>	<b>\$ 559,700.00</b>	<b>\$ 565,151.88</b>
	<b>TOTAL ASSOCIATION NET INCOME</b>	<b>\$ -</b>	<b>\$ (4,697.88)</b>
<b><u>Reserve Expenses</u></b>			
9802	Repair & Replacement	\$ -	\$ -
9826	Common Area Expense	-	\$ 4,000.00
9886	Landscape Expenses	11,400.00	11,400.00
9828	Concrete Expenses	77,000.00	77,000.00
9912	Contingency Expense - storm cleanup (if needed)	-	8,240.29
9952	Street Expenses	69,240.00	92,180.00
	<b>TOTAL RESERVE EXPENSE</b>	<b>\$ 157,640.00</b>	<b>\$ 188,788.29</b>

# **APPENDIX D: REQUEST FORMS**



## REQUEST FOR ARCHITECTURAL APPROVAL

Return Judy Thomas Architectural Committee Chair, 10 Yancey, 1046 Ferrington Post, Pittsboro NC 27312. Email [jmthomas44@gmail.com](mailto:jmthomas44@gmail.com)

**Please print!**

Today's date: \_\_\_\_\_

Approximate date of proposed changes: \_\_\_\_\_

Property owner's name(s): \_\_\_\_\_

Street address: \_\_\_\_\_

Post address: \_\_\_\_\_

Home phone: (    ) \_\_\_\_\_

Cell phone: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Your signature \_\_\_\_\_

**Please use additional pages, if necessary. Email photos or other supporting materials.**

**Description and reason for the proposed change or addition:**

Please cite materials and colors to be used and similarities to existing structures as appropriate. Provide photos or brochures to illustrate materials. A building permit and inspection may be necessary if changes are extensive. All projects must be completed within 12 months of approval.

**Attach drawings to this request showing all proposed improvements** including relationships to existing structures and lot lines. Two views are needed to show proposed improvements clearly.

- **Plot Plan:** (top-down view). Improvements should be drawn on a copy of your lot survey to show where the change will be placed.
- **Elevations:** (side, front, and rear views). One or more as necessary.

**Attach paint or vinyl samples, if applicable**

**Attach any additional information you wish to provide to the committee.**

When the Architectural and Covenant Concerns Committee reviews this request, your neighbors have the right to comment and present views about your requested improvements. This form is not for their approval. It is only to make them aware that there will be changes made to your property. Please obtain signatures from all property owners having adjoining lot lines with your property and those owners who would reasonably view the improvements from their property, including from across the street or row. If the signatures are missing, the request may be denied as incomplete, and you will need to resubmit with the required information to get the request reviewed for approval.

**Printed names and addresses of homeowners. Also include signatures and dates.**

I acknowledge that the requesting property owner has shown me/us this architectural request form for the proposed improvements described. I understand that I/we may make verbal or written comments directly to the architectural committee.

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Submitted by (property owner's signature) \_\_\_\_\_

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**ARCHITECTURAL AND COVENANT REVIEW COMMITTEE**

Approved: \_\_\_\_\_ Conditional Approval: \_\_\_\_\_ Disapproval: \_\_\_\_\_

Comments:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*For HRW Office Use Only:*

ID # \_\_\_\_\_ Date Received \_\_\_\_\_ Received By \_\_\_\_\_

*Rev January 2022*



## REQUEST FOR LANDSCAPE CHANGES TO PERMANENT PLANTINGS

Return to Larry Newlin, Chair of the Landscaping Committee, 4 West Camden, 1104 Fearington Post, Pittsboro NC 27312. Email [camdenparklandscape@gmail.com](mailto:camdenparklandscape@gmail.com)

**NOTE:** If your project includes any hardscape (for example, masonry, tile, brick, or woodwork), please submit a separate Request for Architectural Approval form. That form is available on TownSq (<https://app.townsq.io/login>) or on the [Camden web page](#) of the FHA website ([camden.fearringtonfha.org](http://camden.fearringtonfha.org))

**Please print!**

Today's date: \_\_\_\_\_

Approximate date of proposed changes: \_\_\_\_\_

Property owner's name(s): \_\_\_\_\_

Street address: \_\_\_\_\_

Post address: \_\_\_\_\_

Home phone: (    ) \_\_\_\_\_

Cell phone: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Your signature \_\_\_\_\_

**Please use additional pages, if necessary. Email photos or other supporting materials.**

Describe the proposed landscape change and explain why you think it's necessary. Include diagrams, drawings, and photos to document your proposal.

If you're adding plants, shrubs, and other plant materials, please describe them and explain where they will be planted.

If you're removing plants, shrubs, and other materials, please describe what plants and where they're currently planted.

Please tell your neighbors about your plans and ask for their signature. Their signature does not indicate either their approval or disapproval of your plans, only that you have communicated with them. Please inform your adjacent neighbors and those who can see your property from their houses and who might be affected by your plans. Include neighbors on both sides of the street and row, if applicable.

**Adjoining property owners:** I acknowledge that the requesting property owner has shown (me/us) this landscape change request form for the proposed improvement(s) described on the form. I understand that (I/we) may make verbal or written comments directly to the Landscape Management and Review Committee.

**Neighbors:** Please print your name and address and sign your name below.

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Landscape Committee approval date \_\_\_\_\_ By \_\_\_\_\_

FOR HRW office use only:

ID # \_\_\_\_\_ Date received \_\_\_\_\_ By \_\_\_\_\_ Rev 2/1/23



# REQUEST FOR AUTOMATIC PAYMENT OF ASSESSMENTS

Thank you for your interest in Electronic Funds Transfer. Please fill out the following information to complete this request.

## HOMEOWNER AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

I authorize the branch and the financial institution listed below to debit my bank account automatically for each association assessment billing period. *Note: Information below is required. If not provided, there will be delays in processing your direct debit request.*

Management Company Name: HRW 390

Homeowner Name: \_\_\_\_\_

Homeowner Account Number: \_\_\_\_\_

Association Name: \_\_\_\_\_

Address And Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Direct Debit Start/Stop Date (MM/YYYY): \_\_\_\_\_ / \_\_\_\_\_

Homeowner Bank Name: \_\_\_\_\_

Homeowner Bank Routing Number: \_\_\_\_\_

Homeowner Bank Account Number: \_\_\_\_\_

- CHECKING ACCOUNT** – Include a voided check from the account you would like to debit
- SAVINGS ACCOUNT** – Include letter from bank that includes your full account number and routing number. **Statements will not be accepted.**

*Only checks for US Banks will be accepted. Deposit slips cannot be used in place of a voided check.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*In order for funds to be pulled in time for next month's assessment, this form must be received by the end of the prior month. The automatic payment process will begin with your next assessment period once we have received your completed form and either your voided check or letter from bank that includes your full account number and routing number.*

**Return by email: Scan and send this form and a voided check to:  
csscdirectdebit@associa.us**

**Return by mail:**

Complete and send this form and a voided check to the following address:

OR

Associa  
1225 Alma Rd., Suite 100  
Richardson, Texas 75081

*Delivering unsurpassed management and lifestyle services to communities worldwide.*  
Form # CSSC AD 0100