



**Arbor Lea Landowners Association
Commons, Roadway and Grounds Committee**

**Guidelines
&
Procedures**

November 30, 2015

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Overview and Philosophy

This *Arbor Lea Landowners Association Commons, Roadway and Grounds Committee* (hereafter referred to as *Grounds Committee*) document captures and organizes the salient and secondary requirements articulated in the *Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement for Arbor Lea* ⁽¹⁾ (hereafter referred to as *Protective Covenants*). The intention of this document is to serve as a facile reference for implementing the *Protective Covenants*.

To assist the reader Table 1 is provided to serve as a reference. It Lists the Articles found in the *Protective Covenants* and indicates the organization – Architectural Review Board (ARB), Commons, Roadway and Grounds Committee (GC), or the Landowners Association Board of Directors (LOA Board) – that has the primary responsibility or lead for the *Protective Covenant* Article.

As the need arises, these *Guidelines* will be periodically reviewed and updated.

Arbor Lea Objectives.

Arbor Lea was created by the *Protective Covenants*. The purpose of Arbor Lea is to be a unique community for safe, healthful and harmonious living with the natural environment and use in keeping with the uniform plan of development of the community ⁽²⁾. The *Grounds Committee* serves to ensure that a neatly manicured neighborhood is maintained for all residents to enjoy.

Grounds Committee's Function.

To assure that the objective of the Arbor Lea community are achieved, a *Grounds Committee* was established as a permanent committee of the Arbor Lea Landowners Association Board of Directors (Here after known as the LOA Board). The *Grounds Committee* is empowered ⁽³⁾ to perform the following services:

- a. Ensure that landowner lots are neatly maintained and in conformity with the *Protective Covenants* ^(4a).
- b. Provide for maintenance of private entryways ^(4a) and roads in Arbor Lea ^(4b).
- c. Provide for maintenance and improvements of the common areas (trails, pond, Oldham Park, Sawmill Park, and Windbreak Park) and fences as needed ^(4c).
- d. Provide for repairs and maintenance of the Barns ^(4c).

Compliance.

Landowners are encouraged to review and comply with these *Grounds Committee Guidelines* and the *Protective Covenants*. Ultimately, it is the responsibility of

Landowners, and not the *Grounds Committee* or the LOA, to ensure that their lots comply with the *Grounds Committee Guidelines* and *Protective Covenants*.

Comments and Recommendations.

Landowners are encouraged to make comments and recommendations in writing to the *Grounds Committee* or the Arbor Lea LOA Board so that they may be fully and judiciously addressed. All amendments or additions to these *Guidelines* must be approved by the LOA Board. All amendments to the *Protective Covenants* must be approved by the members of the Arbor Lea Landowners Association by a 67% affirmative vote ⁽⁵⁾.

Table 1. Protective Covenant Articles with Primary Organizational Responsibility

Article No.	Title	Primary Lead		
		ARB	GC	LOA Board
I	Description of Property	--	--	--
II	Purposes	--	--	--
III	Definitions	--	--	--
IV	Boundary Lines and Lots	✓		
V	Buildings, Improvements and Architectural Review	✓		
VI	Permitted Uses	✓		
VII	Pets			✓
VIII	Natural Areas	✓		
IX	Utilities	✓		
X	Noxious and Offensive Activities Prohibited	✓		
XI	Firearms		✓	
XII	Lot Maintenance		✓	
XIII	Road Maintenance		✓	
XIV	Common Area Use, Maintenance and Improvements		✓	
XV	Arbor Lea Landowners Association			✓
XVI	Phase IV Areas	✓		
XVII	“Reserved Area”	✓		
XVIII	Waiver of Declarations			✓
XIX	Duration			✓
XX	Enforcement			✓
XXI	Validity	--	--	✓

Grounds Committee Goals and Responsibilities

Goals of Grounds Committee.

The following goals guide the function of the *Grounds Committee*:

- a. Preserve, protect and enhance the existing semi-rural environment of Arbor Lea.
- b. Maintain a neat and uniformly manicured neighborhood.

Good Neighbor Policies.

The *Grounds Committee* supports and encourages a neighborly approach to solving problems through consensus of the parties involved. Thoughtful consideration should be given to how a lot appears to neighbors in the community and to visitors to the community. Mutual neighborhood privacy and safety is a universal goal.

Grounds Committee Authority.

The responsibilities of the *Grounds Committee* are set forth in the *Protective Covenants* (Table 1) and empowered by the LOA Board ⁽³⁾. The LOA Board of Directors empowers the *Grounds Committee* with the authority to carry out its duties for the benefit of all of Arbor Lea community members. Accordingly, the *Grounds Committee* may recommend or require, as necessary, that corrective actions be taken by landowners who are in violation of the *Protective Covenants*. When necessary, the *Grounds Committee* may recommend the actions it is seeking to the LOA Board for enforcement.

Grounds Committee Membership.

The *Grounds Committee* is a permanent committee of the LOA Board and administers and performs monitoring, review and control functions ⁽³⁾. The *Grounds Committee* shall consist of three voting members. The same individual should not be chair of both the *Grounds Committee* and the ARB. However, a member of the ARB may be a member of the *Grounds Committee*. During circumstances when a voting member of the *Grounds Committee* cannot serve for an interim period or steps down, the observing LOA Board member may substitute for the vacancy. This assures that the *Grounds Committee* will have a full complement of 3 voting members. Also, members of the *Grounds Committee* may also be a member of the ARB.

The *Protective Covenants* and Arbor Lea By-laws ⁽³⁾ require that the members be appointed by the Board of Directors of the LOA. Also, the LOA Board appoints the Chair of the *Grounds Committee*. All members must be residents or property owners of Arbor Lea.

Grounds Committee membership will have staggered 5-year terms, with each member having a maximum of one possible consecutive term. Should a *Grounds Committee* member step down before the term expires, the new member will initially serve to complete the vacated term; subsequently the individual may be appointed for an additional term of five years. The LOA Board may, at its discretion, make an exception to term limits.

In situations that require architectural review, the GC may require consultation from the ARB architect or outside architect consultant.

Duties of LOA Board Observer

An LOA Board member will serve as an observer and historian with the primary purpose of creating institutional memory for *Grounds Committee* meetings that involve significant expenditures. The LOA Board observer will attend such meetings and, if called, its executive sessions. The LOA Board Observer will be responsible for the following:

- a. Taking minutes of the meetings when in regular and in executive session, to vote on any issues, and recording any action items to be implemented.
- b. Tracking the progress of *Grounds Committee* action items that are recorded in minutes and are to be enacted.
- c. Reminding the Grounds Committee Chair about deadlines and any unresolved enactment or incomplete action items. The LOA Board Observer is responsible for alerting the LOA Board when there is a need for further actions.
- d. Archiving all meeting minutes, e-mail communications, and any supporting materials.

Grounds Committee Meetings, Attendance & Requirements.

The *Grounds Committee* meets as needed to entertain major issues under its purview. The members of the *Grounds Committee*, and the LOA Board Observer will attend the meetings. An exception is made for the Architect who only attends the meeting that requires his or her expertise. Arbor Lea Landowners are encouraged to attend *Grounds Committee* meetings when significant issues are presented to hear discussion, raise questions and make suggestions.

Ground Committee Meetings and Requests.

The *Grounds Committee* is scheduled to meet as needed to review issues under its purview. Many issues may simply be addressed and resolved through e-mail communications. E-mails shall be the record on an issue and will be archived by the LOA Board Observer. The Chair is responsible for scheduling meetings.

Discussions Outside of Meetings.

Private discussions between applicants, and/or their representatives, and individual *Grounds Committee*, or groups of *Grounds Committee* members, do not reflect the consensus of the entire *Grounds Committee*, and may not be construed as an interpretation of Grounds Committee policies or positions vis-à-vis an issue under the purview of the *Grounds Committee*.

Voting.

Each member of the *Grounds Committee* has an equal vote. The LOA Board Observer is a non-voting member; however, when filling a vacancy on the *Grounds Committee*, the LOA Board Observer will have voting rights. To transact business on major issues at any in-person meeting, the *Grounds Committee* should have all members present. A majority vote of those present is required for action. Unless a vote is unanimous, numerical votes for and against a motion will be recorded in the Meeting Minutes, and individual *Grounds Committee* members may request that their vote be recorded by name. The LOA Board of Directors has the authority to review a decision that requires LOA funds as a remedy to the issue, since the Board of Directors must approve any expenditure of LOA funds.

Issues requiring significant costs (e.g., Barn repairs and painting, road resurfacing, etc.) may be brought to the LOA annual meeting by the LOA Board for discussion and approval.

If a member has a conflict of interest with an issue that is before the *Grounds Committee*, the member must recuse him or herself from attending the discussion on that issue, and not be counted for purposes of a quorum. The LOA Board observer may serve in the conflicted member's place.

Overall Responsibilities of the Grounds Committee.

The *Grounds Committee* is empowered by the LOA Board of Directors to monitor the Arbor Lea Community and identify the needs regarding the common areas, roads, and grounds in need of repair and conformity to the *Protective Covenants*. These responsibilities (covered by Articles XI, XII, XIII, and XIV in the Protective Covenants) include:

- a. Periodically assess the conditions of the common areas [including the pond ^(4c)], roads ^(4b), and grounds ^(4c) to identify items for repair or remediation.
- b. Identify contractors and obtain minimally two quotes for repairs or remediation that are estimated to cost over \$500. Subsequently, recommend a contractor and associated cost for the work to the LOA Board for approval (the names of all prospective contractors and their estimated costs must be submitted with the recommended one). The *Grounds Committee* shall not commit work to a prospective contractor prior to the LOA Board's approval.
- c. Identify landscapers contractors and obtain multiple quotes for providing mowing, pruning, and mulching in the Arbor Lea community for the season from March through November (13 mowings). Each new year, the Grounds Committee is to determine whether mulching at the main entrance to Arbor Lea is required and whether one or two prunings are needed. If the current landscaper has provided quality work and the quoted cost for the next year is the same as the current year, no other quotes are required, i.e., the work may be sole sourced. The *Grounds Committee* recommends the landscaper and forwards the contract to the Board for approval and signing.
- d. Identify lots that are delinquent in maintenance (see Landowners Responsibilities below) and seeks remedies to the issue, including LOA Board enforcement, if necessary.
- e. Address firearm issues.

Twice a year, or as needed, informs the LOA Board regarding which monitoring activities have occurred, even though no action was necessary.

Landowner Responsibilities.

Each Landowner's responsibilities are articulated in the *Protective Covenants* and include, but are not limited to, adhering to the prohibition of hunting and the discharge of firearms on their property ⁽⁶⁾ and maintaining their lot with a neat appearance and in conformity by adhering to the following restrictions:

- a. **Refuse and Debris.** Any unclean, unsightly, unhealthy, or unkempt conditions of

buildings or grounds that tends to decrease the beauty or usability of the lot or adjoining lots shall be prevented. Each owner shall keep the lot clean and free of garbage, abandoned property, trash, debris, or any other material or condition that might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, other pests and vermin ⁽⁷⁾.

- b. **Burning of Debris and Ground Litter.** Burning of debris and ground litter in open and wooded areas is prohibited unless the owner first acquires all necessary local government permits and has made adequate provision for containing and extinguishing open air fires ⁽⁸⁾.
- c. **Garbage.** Each owner shall provide and use receptacles for garbage placed in a hedged or screened area so as not to be generally visible from the public street or other lots. The receptacles shall be maintained and closed so as to be inaccessible to vermin, dogs, and wild animals ⁽⁹⁾.
- d. **Fuel Tanks.** All fuel tanks and similar storage receptacles shall be concealed from view through the use of hedges, privacy screens, underground installation, or installation within an allowed building. Underground fuel tanks shall be constructed to ensure long term prevention of fuel leakage into surface or ground waters ⁽¹⁰⁾.
- e. **Mowing.** All lawn and grassland areas shall be regularly mowed and all fence-line grass regularly trimmed so as to prevent the grass from exceeding a height of nine inches. For lots that do not yet have houses built upon them, the owners shall mow their lots at least three times yearly. The owners may opt for the LOA to mow their lots as indicated below ⁽¹¹⁾.
- f. **Erosion Control.** Any clearing for building sites, ponds, drives, or for other purposes shall be done in such a manner, with reasonable safeguards followed by seeding and other erosion control measures, including silt fencing so as to minimize soil erosion ⁽¹²⁾.
- g. **Boats.** All boats shall be shielded from view of adjacent residential lots through screens of trees and hedges or shall be stored in a garage or outbuilding ⁽¹³⁾. The *Grounds Committee* should coordinate with the ARB on the requirement for screening.
- h. **Sites of Special Botanical or Historical Significance.** Sites having special botanical or historical significance shall be designated by the Declarant through special signage (i.e., "Preserve") placed on various lots. Trees and other plants so designated shall be maintained by each lot owner and shall not be removed unless the plants or trees are diseased and dying. Designated trees shall be protected from cutting and from grading and construction nearer than 30 feet from the tree base and flooding resulting from pond construction activity ⁽¹⁴⁾.
- i. **Fencing.** Repairing and maintaining all three-board fencing. (The Landowner may repair fencing on their property or opt to have the Association (*Grounds Committee*) repair it. The respective owner shall repair fencing on or bordering their property (e.g., between common areas and their property) or opt to contact the Chair of the *Grounds Committee* for the LOA to undertake the repair ⁽¹⁵⁾).

Landowners Association Responsibilities.

The LOA's responsibilities are articulated in the *Protective Covenants*. They include:

- a. **Fencing.** All fencing shall be examined and repaired at least once a year ⁽¹⁵⁾. If the respective owner opts for the Landowners Association (i.e., *Grounds Committee*) to repair fencing or is delinquent in repairing their fences on the property then the owner shall pay the costs of repairs of fences on their lot(s) plus 18% for overhead expense to the LOA. When a Landowner's fence borders a common area, the LOA shall pay for ½ of the costs for repairs. The LOA shall pay for fencing in common areas. Staining and re-staining shall be done under the direction of the Board; otherwise, a lot owner may maintain his own fencing in addition to that done by the LOA ⁽¹⁵⁾.
- b. **Mowing.** The LOA shall mow all grassland areas and trim or spray all fence lines associated with common areas. For lots that do not yet have houses built upon the lots, the owners may opt for the LOA to mow or if the owners have neglected to mow their lots at least three times yearly, the LOA will mow the lot and assess the owner for the costs thereof plus 18% for overhead ⁽¹⁶⁾.

Mowing of all back-slopes and shoulder areas along the subdivision road and NC 1724 bordering Arbor Lea (including the Reserved Area) eleven times yearly, and along US 15-501 three times yearly ⁽¹⁷⁾.

- c. **Pond.** The *Grounds Committee* shall assure that the common area pond's integrity is maintained, including the functionality of the overflow drain. The structural integrity and the safeguards around the pond and adequacy of associated signage (for insurance purposes) are periodically assessed.
- d. **Private Entryways.** The Entryway of Meadow Run Drive, and the private entryways serving Lots 3 and 4, 5 and 6, and the Reserved Area entryway shall be maintained by the Landowners Association ⁽¹⁸⁾ [LOA].

The LOA is responsible for maintaining the entryways serving Lots 3 and 4 (the first 300'), Lots 5 and 6 (the first 70'), and the Reserve Area entryway (the first 100'). Maintenance shall be limited to pavement repair, tree, shrub and grass maintenance, and fence, gate and gatepost maintenance ⁽¹⁹⁾. Maintenance of the Reserved Area entryway ends upon the sale of that entryway by the Declarant ⁽¹⁹⁾.

Use of the entryways serving Lots 3 and 4, 5 and 6 and the Reserved Area entryway are for access to those lots only ⁽²⁰⁾.

Lots 8 and 11 shall locate driveway entries only off Meadow Run Drive ⁽²¹⁾.

- e. **Road Maintenance.** All expenses for the maintenance of the subdivision road serving Arbor Lea shall be the responsibility of the Arbor Lea LOA ^(22, 23). [Note: the Arbor Lea Community voted not to add Meadow Run Drive to the NC State Road System, in an LOA meeting held in 2006] Roadway maintenance shall include ⁽²²⁾:
 1. Repair pavement as necessary.
 2. Regular trimming of all fence line grass adjacent to the subdivision road and the rights of way bordering Arbor Lea, including the Reserved Area ⁽²²⁾.

3. Regular care and maintenance of all trees and shrubs and grass areas included in entryways serving Lots 3 and 4, 5 and 6, the Reserved Area entryway and trees planted along the right of way of NC 1724 ⁽²²⁾.

Should any lot owner in Arbor Lea or any guests, invitees or employees thereof, carry on any activity which causes damage requiring extraordinary maintenance on any part of the road or roadway, the responsible owner shall immediately repair and remedy said damage at his sole expense and terminate the activity causing the damage. If extraordinary maintenance activities are not immediately undertaken, then the Grounds Committee must notify the LOA Board who is empowered to undertake all necessary repairs and after a Determination of Violation has been made place a special assessment against the responsible owner as specified in the Protective Covenants ⁽²⁴⁾.

- f. **Common Area Use.** The areas so designated on the plat as a trail system and parks are for the use and enjoyment of all lot owners and residents, as well as their invitees and guests when accompanied by a resident ⁽²⁵⁾

1. **Trails.** The trail system shall be used for the sole purpose of walking, jogging, and, if approved by the *Grounds Committee* and properly prepared and maintained by those who use it for horseback riding. Specifically, no motor vehicles shall be allowed along the trail system except as necessary for maintenance ⁽²⁶⁾.

2. **Parks.** The parks are reserved solely to be used for picnicking and cultivation of arboretum-related plants, horse stabling and other compatible activities approved by the *Grounds Committee* ⁽²⁷⁾

- g. **Maintenance and Improvements.** Maintenance and improvements of all trails and parks for pedestrian use shall be the responsibility of the *Grounds Committee*. Maintenance shall include ⁽²⁸⁾:

1. Regular mowing of grassland,
2. Trimming of fence-line grass, and
3. Repair and re-staining of all structures, including the barns, and fencing for lot owners who have opted for the *Grounds Committee* to perform this role (see subsection a above).

Major improvements, including but not limited to barn renovations in Oldham Park requiring expenditures beyond revenues provided by annual assessments may be financed as a special assessment as provided by Article XV in the *Protective Covenants* ⁽²⁸⁾.

- h. **Barns.** All structures (barns and silos) in Oldham Park shall be maintained in good condition and are the responsibility of the *Grounds Committee* ⁽²⁹⁾. Approval of the paint color to be used for the painting the barns shall be obtained from the ARB. Any modifications of the barns that changes the structural appearance must also be approved by the ARB.

- i. **Loading and Offloading of Construction Equipment.** No loading and offloading of construction equipment used for house construction and lot improvement purposes is

permitted in the right of way of the subdivision road serving Arbor Lea unless written permission is first granted by the Architectural Review Board ⁽³⁰⁾.

- j. **Horses.** Refer to *Protective Covenant* Article XIV, Section 3, p. 17.

References

1. Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement for Arbor Lea. North Carolina, Chatham County Book of Deeds. Book 550, page 91-117.
2. Protective Covenants, Article II, p. 2.
3. Arbor Lea Bylaws (with 1st Amendment), Article IV, Section 8, p. 7.
- 4a. Protective Covenants, Article XII, pgs. 12-14.
- 4b. Protective Covenants, Article XIII, pgs. 15-16.
- 4c. Protective Covenants, Article XIV, pgs. 16-17.
5. North Carolina Planned Community Act, NC Statute 47F, Article I, 47F-1- 102 (paragraph c) and 47F-2-117.
6. Protective Covenants, Article XI, p. 12.
7. Protective Covenants, Article XII, Section 1, paragraph 1, p. 12
8. Protective Covenants, Article XII, Section 1, paragraph 2, p. 12.
9. Protective Covenants, Article XII, Section 2, p. 13.
10. Protective Covenants, Article XII, Section 3, p. 13.
11. Protective Covenants, Article XII, Section 5, p. 13.
12. Protective Covenants, Article XII, Section 6, p. 13.
13. Protective Covenants, Article XII, Section 7, p. 14.
14. Protective Covenants, Article XII, Section 8, p. 14.
15. Protective Covenants, Article XII, Section 4, p. 13.
16. Protective Covenants, Article XII, Section 5, p. 13.
17. Protective Covenants, Article XIII, paragraph 1, p. 15.
18. Protective Covenants, Article XII, Section 10, paragraph 1, p. 14.

19. Protective Covenants, Article XII, Section 10, paragraph 2, p. 14.
20. Protective Covenants, Article XII, paragraph 4, p. 14
21. Protective Covenants, Article XII, paragraph 5, p. 14
22. Protective Covenants, Article XIII, paragraph 1, p. 15.
23. Protective Covenants, Article XV, Section 4, part b, p. 19.
24. Protective Covenants, Article XII, paragraph 3, p. 15.
25. Protective Covenants, Article XIV, paragraph 1, p. 16.
26. Protective Covenants, Article XIV, Section 1, paragraph 1, p. 16.
27. Protective Covenants, Article XIV, Section 1, paragraph 2, p. 16.
28. Protective Covenants, Article XIV, Section 2, paragraph 1, p. 16.
29. Protective Covenants, Article XIV, Section 2, paragraph 2, p. 17
30. Protective Covenants, Article XII, Section 9, p. 14.