

**SOMERSET FARM**

**HOMEOWNER'S ASSOCIATION**

**HOMEOWNER'S HANDBOOK**

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**RULES AND REGULATIONS  
FOR  
SOMERSET FARM HOMEOWNERS ASSOCIATION, INC.**

This handbook contains a summary of the rules and regulations found in the Restrictive Covenants for Somerset Farm. This handbook is provided to give the homeowner a quick and easy reference guide for identifying the rules and restrictions of our neighborhood. It is our intention that by providing this handbook, we will help simplify the process of obeying the Covenants that we all signed when purchasing our homes. This document is not intended to replace the Covenants, which is a legally binding document, but to serve as a summary of the contents contained in the Covenants.

1. **Land Use and Building Type:** All lots shall be used for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than:
  - a. One (1) detached single-family dwelling (not to exceed 2 ½ stories)
  - b. A private garage for not more than three (3) cars
  - c. An out-building incidental to residential use
  
2. **Dwelling Size:** Heated square footage must be:
  - a. No less than 1350 square feet for lots 1-17 and 43-55
  - b. No less than 1100 square feet for lots 56-65 and 189-194
  
3. **Building Setbacks; House Location:** No dwelling shall be erected or maintained on any Lot outside of the building envelope provided in the Zoning Ordinance of the Town of Holly Springs as amended from time to time. For Somerset Farm, the building codes for building setbacks and house location will not change except if a variance is asked for and approved by the Town of Holly Springs.
  
4. **Fences:** Please refer to Item Number 4 of the Restrictive Covenants for a more detailed description of Fences.
  - a. No fence or wall shall be erected on any Lot closer to any street than the front of the house constructed on the Lot.
  - b. For corner Lots, no fence shall be erected any closer than the side building setback line adjacent to such side street.
  - c. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used on split-rail fencing to contain animals within the yard.
  - d. The fence must meet all requirements of the town of Holly Springs.
  - e. Fence plans must be submitted and approved as provided in Paragraph 17, Architectural Review.

5. **Temporary Structures:** No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.
  
6. **Parking; Driveways and Parking Pads; Abandoned Vehicles:**
  - a. Vehicles may be parked or stored only in garages, driveways, carports or parking pads. *No parking on lawns.*
  - b. No enclosed parking shall be constructed or maintained except a paved driveway and an attached paved parking pad not designed for more than three (3) vehicles.
  - c. Driveways or parking pads must have either asphaltic concrete surface, a cement concrete surface, or brick pavers.
  - d. No mobile house trailer (whether on or off wheels) shall be parked on any street or kept on any Lot within the Subdivision.
  - e. No commercial vehicle shall be parked on any street or kept on any Lot within the Subdivision.
  - f. No boat or boat trailer, trailers which can be attached to a vehicle, campers, and recreational vehicles shall be parked on any street within the Subdivision.
  - g. Boats or boat trailers, campers, recreational vehicles trailers which can be attached to a vehicle, may be kept on a Lot if it is screened from all streets and common areas and all adjacent lots. Screens may be a fence or plantings and must comply the Zoning Ordinance and approved by the Architectural Review pursuant to Paragraph 17.
  - h. No tractor trailer trucks or cabs shall be parked on any street or Lot with the subdivision.
  - i. No vehicle of any type which is abandoned (no current tags or inspection sticker) or inoperative shall be stored or kept in any Lot in such manner as to be seen from any other Lot, any street within the subdivision, or the common area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.
  
7. **Animals:** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except dogs, cats, or other household pets as long as they are not kept or maintained for commercial purposes. All owners must abide by the City and county Leash Laws. All owners must clean up their pets waste whether within their Lot, in common areas and streets within the subdivision.
  
8. **Nuisances; Business Activity:** No noxious or offensive trade or activity shall be carried on upon and Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Holly Springs Board of Adjustments.

9. **Signs:** No sign of any kind shall be displayed to the public view on any Lot except for the following:
- a. For Sale or For Rent signs of not more than six (6) square feet
  - b. Political signs in support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election. Such signs may not be placed earlier than sixty (60) days before such election and must be removed within two (2) days after such election.

10. **Antennas; Satellite Dishes or Discs:** No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house.

Satellite antenna or disc are permitted providing:

- a. The receiver or disc is not larger than two (2) feet in diameter.
- b. The receiver or disc is located on the side of the house away from the street and within the building setback lines applicable to that Lot; and
- c. The receiver or disc is located and screened so that it cannot be seen from any street within the subdivision. Any such screening must be approved as provided in paragraph 18.

No freestanding transmission or receiving tower shall be permitted on any Lot.

11. **Swimming Pools:** No above-ground swimming pools are permitted in the subdivision. Only small, inflatable wading pools are permitted,
12. **Mailboxes:** No mailbox shall be placed or maintained on any Lot that does not conform in size, detail, and color to those originally provided by the Builder.
13. **Maintenance of Lot; Construction:**
- a. Each owner shall keep their Lot in an orderly condition
  - b. Improvements must be kept in a suitable state of repair
  - c. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner shall repair the damage and/or reconstruct the improvement within twelve (12) months after such damage or destruction; provided however, that if the structure damaged is not part of or attached to the residence constructed, the Owner may either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

- d. All construction, landscaping or other work which has been started shall be continued with reasonable diligence until completion. No partially completed house or improvement shall be permitted on any Lot, except during such reasonable time period for completion.
- e. All construction dirt, mud, garbage, trash, or other debris shall be kept free from public streets.

14. **Garbage; Unsightly Storage:**

- a. All trash and rubbish shall be kept in garbage cans and stored behind the house so as not to be visible from the street.
- b. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar items are allowed on any Lot, provided that the foregoing shall not be construed to prohibit temporary deposits for the collection by governmental or other similar garbage and trash removal units.
- c. Trash and/or garbage cans may be moved to the street the night before curbside trash and/or garbage pickup. All garbage cans must be removed from the street and returned to the approved enclosure the night of the scheduled pickup.

15. **Septic Tanks; Wells:** No septic tanks or wells shall be installed or maintained on any Lot.

16. **Removal of Trees:** Except in the case of an emergency situation that does not permit any delay, no tree larger than six (6") inches in diameter at a point measured three (3') feet off the ground shall be removed from any Lot without the approval of the Board of Directors or its designated committee.

17. **Architectural Control:** Owners shall maintain grounds, and improvements on their Lot including plantings, landscaping, and lawns in a neat and attractive manner. Upon the owner's failure to do so, the Association, after giving ten (10) days written notice, may:

- a. Have grass, weeds, shrubs, and vegetation cut when and as often as necessary.
- b. Remove dead trees, shrubs and plants and have same replaced.
- c. May have the Lot re-sodded or landscaped.
- d. Charge all expenses incurred by the Association for such work to the owner of such Lot; such expenses shall be the personal obligation of the then-owner.

Owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association, after giving the owner a thirty (30) day written notice, may:

- a. Make repairs and improve the appearance of such structure.
- b. Charge the cost of such work to the owner, which will be immediately due and owing, in a lump sum, and secured by a lien.

18. **Easements:** No structure, plantings, or other material shall be placed or permitted to remain in easements. Any easement located on any Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible.
19. **Subdivision of Lots:** No Lot shall be subdivided by sale or otherwise so as reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant or Board.
20. **Rental of Home:** All rental houses of Somerset Farm by homeowners shall have a written lease which shall not be for an initial period of less than thirty (30) days. Said written lease shall have a provision requiring the lessee to comply with all Somerset Farm rules, By-laws and Covenants, and failure to comply constitutes a default under the lease.
21. **Enforcement:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting in therefrom.
  - a. The first offense of a violation shall result in warning letter. Homeowners have only seven (7) days to correct the violation before fines are commenced.
  - b. The second offense of a violation shall result in a \$5.00 fine and could result in additional fines of \$10.00 per day until the homeowner has come into compliance.
  - c. Charges incurred by the Association as a result of violations by the homeowner, shall be charged to the homeowner for reimbursement to the Association.
22. **Dues Collection Policy:** Dues are payable quarterly. Dues are considered late after the first ten (10) days of the quarter and a \$25.00 late fee will be charged. \$10.00

will be charged each subsequent month that dues are not paid. A late letter will be sent the first month that dues are not paid.

- a. At the end of a quarter and if the dues still have not been paid, the account (of the homeowner) will be sent to the Association's attorney for collection. A lien will automatically be filed against the property.
- b. If payment still has not been received, the next step in the legal process for collecting dues could be small claims court for a judgment or proceed directly to foreclosure. Delinquent owners are responsible for paying late payments charges, costs, and reasonable attorney's fees of any such action or foreclosure.
- c. No owner may waive or otherwise escape liability for the payment of any assessment by nonuse of the Common Area or by abandonment of his Lot.
- d. Owners delinquent in their assessments will not be able to use the common areas, pool facilities or clubhouse until their account is current.



## SOMERSET FARM SWIMMING POOL RULES

The swimming pool is normally open from **Memorial Day Weekend to Labor Day**. The following are the **pool rules and regulations**.

1. The pool is for the **exclusive use of Somerset Farm homeowners, tenants, and their guests ONLY**. Homeowners are responsible for actions and conduct of their guests and tenants for any damage or liability resulting from their actions or conduct. Each homeowner may have up to four (4) guests at any one time and guests must be accompanied by an owner or tenant at all times.
2. **Somerset Farm homeowners and tenants using the pool must have proper identification**, which may be a valid driver's license with a Somerset Farm address. This is an effort by the Board of Directors to insure that the pool is used by verified owners, tenants and their guests only. Trespassers should be asked to leave. If they refuse, call the police (at 911) and/or the management company (at 919-790-8000).
3. **There is no lifeguard on duty**. All persons using the pool and pool areas do so at their own risk and assume all liability. The Somerset Farm Homeowners Association assumes no liability or risk for bodily injury or death of anyone using the pool facility or loss or damage to any personal property.
4. **The pool hours are: 9:00 AM to 8:00 PM**
5. Everyone **must shower before using the pool**. The oils and sunscreens can build up in the pool and cause the temporary closing of the pool.
6. **No children under 6 years of age** will be permitted in the pool area at any time except with a **parent or guardian**. **Children under 14 years of age** will not be permitted in the pool area unless **accompanied by an adult at least 18 years of age**.
7. Beverages are allowed in cans or non-glass containers. **No glass of any kind (including baby bottles)** is permitted in the pool area.
8. No eating, smoking, or drinking is allowed in or around the pool.
9. Pool users dispose of trash appropriately in the receptacle provided.
10. **NO PETS** are allowed in or around the pool area.

11. No running, pushing, or horse-play is allowed in or around the pool.
12. **No abusive or profane language, or excessive noise** will be tolerated. Radios/CD Players/ Tape Players should not be at an excessive volume where they bother others.
13. **No Smoking** is permitted within the pool area.
14. All pool equipment (rope, net, float ring, etc.) must be kept in its proper place. Emergency equipment is only to be used and/or disturbed in the case of an emergency.
15. **No one with any infectious disease**, inflamed eyes, nasal or ear discharge, open wound or bandages will allowed in the pool.
16. **Proper bathing attire is required.** No “cutoffs” are allowed. Babies must be in waterproofed pants/diapers, etc. The pool will be closed if any feces is in the pool.
17. **The pool may be closed at any time** due to weather, breakdown, or other operational difficulties.
18. **Anyone can be barred from the pool area** at the discretion of the Management Company or Board of Directors for violations of these rules and regulations or for any reason which, in their judgment, constitutes a hazard to others or the Somerset Farm Homeowners Association and its members.
19. In case of **Emergency, dial “911”**.