

## **SOUTHERN VILLAGE HOMEOWNERS ASSOCIATION, INC.**

Minutes of Board Meeting Held December 13, 2006

in the Library, Christ United Methodist Church

Present: Board Members	Nancy Morton (chair), Tony Smith, Tom Hanlon , Bob Callanan, Jeremy Purbrick
HRW	Eniko Nagy

With a quorum established, the meeting was called to order at 7:00 PM.

There were three speakers for open commentary from the community. Candice Watkins described the Orange County Community Emergency Response Team (CERT) program. Herman Greene and Karen Castello spoke on Architectural Review.

The minutes of the October 18 Board meeting were approved.

### **1. Treasurer's Report**

Mr. Smith reported the November financials are in order and are posted on the website.

### **2. Communications Report**

Mr. Hanlon reported that the mass email tool had been successfully tested and was ready for use. He has received Mr. Smith's article for the December newsletter and is awaiting the President's letter and an article from Mr. Purbrick concerning our plans for tree maintenance. To take advantage of production and mailing efficiencies it was agreed that the newsletter should be produced ahead of the 2007 AGM mailing.

### **3. Manager's Report** (attached)

Annual General Meeting: Ms. Nagy reported that the deadline for mailing the AGM package is January 10, given the February 5, 2007 meeting date.

Stone Walls: Concern for loose stones extends beyond the wall near the tennis courts, and Ms. Nagy was directed to have Ecoscapes examine all the Association's stonework and recommend repairs.

Playgrounds: Using the budgetary information Ms. Nagy had obtained from two playground equipment vendors the Board confirmed its intention to upgrade the Highgrove and Edgewater Circle playgrounds in the spring of 2007. Mr. Smith reported that four families (Tom & Erin Furr, Jeff & Melinda Abrams, Gregg & Lanette Melville, Lenny & Beth Monsour) had volunteered to develop a proposal for the Highgrove park. Mr. Purbrick undertook to find volunteers to perform the same function for the Edgewater playground. The budget for each of these projects is \$15,000.

Ponds: Having spoken with the incumbent vendor, a competitor and HRW Mr. Purbrick reported that both pond management companies could deliver equally good service, but that switching to Triangle Lake Management would probably result in at least a 20% cost reduction. Mr. Purbrick was directed to negotiate a contract with Triangle on that basis, for review by the Treasurer and signature by the President in January. Mr. Hanlon's suggestion that we post pond management reports to the website was accepted and he undertook to do this.

Trees: Mr. Purbrick proposed that, “Bartlett be engaged to carry out tree maintenance in Highgrove Park and behind 206 Eastgreen as outlined in its proposal dated 11/27/2006, at a cost not to exceed \$1,500”. After debate the motion was adopted. Mr. Purbrick also presented two proposals for ongoing street tree maintenance. Arborists from The Bartlett Tree Expert Company and from Eco-Logic Environmental Solutions produced very similar proposals involving a phased program for pruning, disease control and fertilization of the 1,000+ street trees under the Association’s stewardship. Mr. Purbrick was directed to negotiate a contract with the lower priced vendor for review by the Treasurer and signature by the President in January 2007. In addition to this new contract, the existing tree maintenance contract with Ecoscapes will be completed during 2007 as originally planned.

CCR Report: Ms. Nagy was directed to close all outstanding violations which are not consistent with the current guidelines, and to proceed with standard Enforcement Policy steps on the remainder.

#### **4. 2007 Budget** (attached)

Mr. Smith presented a final draft of next year’s budget. Mr. Hanlon moved that, “the 2007 Budget be approved as presented”. After debate, the motion carried and Ms. Nagy was directed to mail the associated assessment notices to members before the end of December. Additionally, the 2007 Budget will be posted on the website.

#### **5. Nominating Committee** (attached)

Mr. Smith presented the committee’s final report. Of the four candidates who were willing to serve if elected, the committee recommended the two individuals with a longer history of involvement on Board committees. Mr. Hanlon proposed that, “the Board inform the membership that it will cast undesignated proxy votes in favor of the two recommended candidates.” After debate the motion carried. Mr. Hanlon also undertook to post on the web a final call for nominations.

#### **6. Bylaws** (attached)

The meeting reviewed each of the member comments submitted in response to the Board’s open invitation, incorporating some into its revised draft and rejecting others. Ms. Morton proposed that, “the Board present these revised Bylaws to the membership at the 2007 AGM, subject to review of all the proposed changes by the Association’s attorney”. After debate the motion was adopted. The new text will be mailed to all members as part of the AGM package, while a marked-up version showing all changes between the current and proposed Bylaws will be posted on the web for member review prior to the meeting. Mr. Purbrick will write to thank each of the people who made suggestions.

### **7. Architectural Review Process & Guidelines** (attached)

Mr. Purbrick presented a final draft of the new document and moved adoption of a resolution which, after debate and amendment, was adopted as follows: “*Resolved*, That the Board approve this Architectural Review Process & Guidelines document in place of the Architectural Review Board Guidelines document dated 2004, effective December 14, 2006.”

### **8. Good Neighbor Guide** (attached)

Mr. Purbrick proposed that, “To encourage compliance with Southern Village covenants and to encourage neighborly behavior the Board authorize printing 1,000 copies of this document. One copy to be mailed to each member as part of the 2007 AGM package and the remainder to be used as part of the Welcome Packet for new members.”

Mr. Hanlon noted the he was not made aware of Mr. Purbrick’s intent to discuss the Good Neighbor Guide or Mr. Purbrick’s intention to make the motion prior to the motion itself being made. Mr. Hanlon also pointed out that the Good Neighbor Guide could cause confusion as some of the items it contains are in Southern Village’s Covenants while others are not listed in the Covenants and therefore cannot be enforced. Due to this potential confusion, caused by the lack of review by our legal counsel, and the lack of notification, and therefore the opportunity to properly review the Good Neighbor Guide and the motion itself, the motion failed.

### **9. AGM Agenda**

The agenda for the 2007 Annual General Meeting of members was discussed. Ms. Morton and Ms. Nagy undertook to produce a draft for board member review prior to mailing.

The meeting was adjourned at 11:15 PM

# **SOUTHERN VILLAGE HOMEOWNERS ASSOCIATION, INC.**

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c/o HRW, inc.  
3815 Barrett Drive Raleigh, NC 27609  
919-783-9530 or 783-9534 Fax

## **Board meeting: December 13, 2006**

**TO: Board of Directors**  
**FROM: Eniko Nagy**  
**DATE: December 9, 2006**  
**RE: Manager's Report**

### **Enclosures**

November 2006 Financials

Quote from Bartlett Tree for 2007

Homeowner forum: 7:00 – 7:05 Jason Klaitman (407 Parkside)

7:05 – 7:10 Candice Watkins (Orange County)

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### **General mailing**

The following documents will have to be mailed to all homeowners:

- assessment notice
- copy of the budget
- AGM notice
- proxy
- newsletter (from Tom)
- approved version of ByLaws (I will need to get the last version)

Since the assessment is due in February, we can combine these all into one mass mailing, and send it out in early January.

### **Stone wall near 101 Glenhaven**

On a couple of occasions, stones have fallen off the wall near the tennis courts. I have asked Ecoscapes to replace the stones, and check the exiting stones and reinforce the ones that are loose.

### **Pond Contract**

The current contract with Foster Lakes expires in February. Jeremy was in contact with Triangle Pond Management trying to get a discount based on the fact that they offered twelve visits a year, compared to eight offered by Foster Lakes. We are trying to get a discount if we only have them do eight visits a year.

### **Tree maintenance**

Bartlett Tree already did some work on the trees in the Arlen Park area. I am enclosing their proposal for tree maintenance for next year.

### **TH painting touch up and TH2 painting 2007**

Both Karen Castello and I were having some communication difficulties with Carl, but I was finally able to talk to him a couple weeks ago about the touchup work. He said that he would send his finalized list by Wednesday, 12/13. However, it might be too cold to start a touchup project now.

Performance Painting did not submit a bid for the 2007 painting project.

### **Playground Equipment**

If the Board had the opportunity to review the playground equipment bid, we can discuss the options and notify the bidding companies.

SVHOA  
2007 Budget  
General Association

	2006 Budget	11/30/06 Actual	12/31/06 Projected	Notes: Projection	2006 Projected	2007 Budget	Notes: Budget
<b>Revenues:</b>							
General Assessment-All homes	164,000	162,467	162,467	\$245 per home	162,467	164,885	No increase (\$245 per home, 673 homes)
Sub-Association Assessments	11,100	10,815	10,815		10,815	12,437	15% increase
Apartment Assessments	2,100	2,100	2,100		2,100	2,415	15% increase
Alleyway Assesment	14,300	14,134	14,134	\$32 per alley home	14,134	15,910	15% increase (\$37 per home, 430 homes)
Assmnt Class III Income	0	315	315		315	362	15% increase
Other Income	0	7,321	7,321	2005 = \$2750	7,321	0	Rainbow Soccer, Interest, Late Charges, Legal Fees & Other
<b>Total revenue</b>	<b>191,500</b>	<b>197,153</b>	<b>197,153</b>		<b>197,153</b>	<b>196,010</b>	
<b>Expenses:</b>							
<b>Utilities:</b>							
Electricity Expense	1,300	1,010	1,100		1,100	1,300	Budget to Budget flat YTY
Water/Sewer Expense	1,500	1,327	1,400		1,400	1,500	Budget to Budget flat YTY
Stormwater Charge	1,000	858	900		900	1,000	Budget to Budget flat YTY
<b>Total Utilities</b>	<b>3,800</b>	<b>3,195</b>	<b>3,400</b>		<b>3,400</b>	<b>3,800</b>	
<b>Grounds:</b>							
Maintenance - Playground	1,500	0	0		0	1,500	Budget to Budget flat YTY
General Maintenance - Other	500	612	700		700	700	Budget to Actuals flat YTY
Common Area Contract	34,600	32,707	35,700		35,700	36,372	Per Negotiated Contract
Pond Maintenance	3,800	3,011	3,300		3,300	3,627	Per Negotiated Contract
Tree Removal & Replacement	6,800	8,100	8,100		8,100	5,000	Treasurer Estimate
Tree Maintenance	0	0	0		0	25,000	New budget item for 2007
Common Area Mulch	3,000	1,554	3,000		3,000	3,000	Budget to Budget flat YTY
Grounds - Other	5,500	2,553	2,800		2,800	2,800	Budget to Actuals flat YTY
<b>Total General Grounds</b>	<b>55,700</b>	<b>48,538</b>	<b>53,600</b>		<b>53,600</b>	<b>77,999</b>	
<b>Administrative:</b>							
Southern Village Events	4,500	4,500	4,500		4,500	8,050	Assumes 79% increase
Printing & Postage	8,000	5,123	5,600		5,600	5,600	Budget to Actuals flat YTY
Website	5,000	934	1,000		1,000	1,000	Budget to Actuals flat YTY
Legal	7,500	4,352	4,700		5,000	7,500	Budget to Budget flat YTY
Tax Returns	0	215	215		215	250	New budget item for 2007
Insurance	4,500	7,751	7,751	Payment Timing	7,751	6,023	Assumes 10% increase (2006 Policy = \$5474)
Taxes	100	923	923		923	1,800	Increase from higher rates, higher reserves
Management	30,800	28,233	30,800		30,800	31,724	Per Negotiated Contract
Administration-Other	1,200	1,547	1,700		1,700	1,700	Budget to Actuals flat YTY
Police Substation	4,500	4,500	4,500		4,500	4,500	Budget to Actuals flat YTY
Southern Village Charity Events	700	0	350	Payment Timing	350	700	Budget to Actuals flat YTY
<b>Total Administrative</b>	<b>66,800</b>	<b>58,078</b>	<b>61,689</b>		<b>62,339</b>	<b>68,847</b>	
<b>Capital Projects</b>	<b>33,800</b>	<b>20,009</b>	<b>20,009</b>	<b>Done for 2006?</b>	<b>20,000</b>	<b>20,000</b>	<b>Budget to Actuals flat YTY</b>
<b>Total Capital Project</b>	<b>33,800</b>	<b>20,009</b>	<b>20,009</b>		<b>20,000</b>	<b>20,000</b>	
Transfer to General Reserves	17,100	16,305	17,800		17,800	9,454	
Transfer to Alleyway Reserves	14,300	14,134	14,134		14,134	15,910	
Interest Transfer to General Reserves	0	2,214	2,400		2,400	0	
<b>Net Income</b>	<b>0</b>	<b>34,681</b>	<b>24,121</b>		<b>23,480</b>	<b>0</b>	

**SVHOA  
Total Reserves**

	<b>12/31/05 Actual</b>	<b>11/30/06 Actual</b>
General Reserves	\$24,641.81	\$75,524.06
Alleyway Reserves	\$0.00	\$14,134.02
Townhomes I Reserves	\$3,709.44	\$16,276.63
Townhomes II Reserves	\$99,127.96	\$133,384.70
West End Reserves	\$765.65	\$11,028.77
Highgrove Reserves	\$56,966.21	\$91,095.01
<b>Total Reserves</b>	<b>\$185,211.07</b>	<b>\$341,443.19</b>

**SVHOA1  
2007 Budget  
Townhomes I**

16	2004 Actual	2005 Budget		11/30/2005 Actual	2006 Budget		2007 Proposed
		1,093	per home / yr		1,200	Per SVTC Recommendation	1,380
TH1 Assessments	15,200	17,480	16 homes at \$-2998 per year	16,032	19,200		22,080
Special Assessment Income	0	0		4,800	0		0
Late fees - TH1	640	0		640	0		0
TH1 Reserve Interest	53	0		204	0		0
<b>Total TH1 Income</b>	<b>15,893</b>	<b>17,480</b>		<b>21,676</b>	<b>19,200</b>		<b>22,080</b>
Maintenance - TH1	945	1,500	Misc. maintenance items	174	1,600	\$100 per home	1,600
TH I Gutter Cleaning	0	400	Assumes one cleaning per year	0	400		400
Painting TH1	110			0	0		0
TH I Grounds	3,400	3,800	Based on new bids	3,477	3,800	Trugreen contract signed for 2005.01-2007.12	3,800
TH1 Mulch		800	2 pine straws	770	800	1 pine straw application	800
Termite protection							600
Printing and Postage		50		41	100		100
TH I Management	1,024	1,540		1,408	1,600	5% increase, \$8.40 per door per month	1,700
Reserve Transfer/TH1	5,474	9,390		8,602	10,900		13,080
Special Assessment Transfer to Reserves	0	0		4,800	0		0
TH1 Interest transf to res	53			203	0	same as income	0
<b>Total TH1 Expenses</b>	<b>11,005</b>	<b>17,480</b>		<b>19,475</b>	<b>19,200</b>		<b>22,080</b>
Net income / loss	4,888	0		2,201	0		0
Reserve Transfer for projects	0	13,000	Paint - \$10k, Tuck - \$3k.	11,917	0		0
<b>Total Cap Income</b>	<b>0</b>	<b>13,000</b>		<b>11,917</b>	<b>0</b>		<b>0</b>
TH I Painting		10,000	from reserves	9,167	0		0
TH1 Lattice work				0	0		0
TH1 Tuck-pointing		3,000	from reserves	2,750	0		0
<b>Total Cap Expense</b>	<b>0</b>	<b>13,000</b>		<b>11,917</b>	<b>0</b>		<b>0</b>
Capital income / loss	0	0		0	0		0
<b>Total Excess/Loss</b>	<b>4,888</b>	<b>0</b>		<b>2,201</b>	<b>0</b>		<b>0</b>

**SVHOA  
2007 Budget  
Townhomes II**

55	2004 Actual	2005 Budget		11/30/2005 Actual	2006 Budget		2007 proposed	
		950	per home / yr		950	No increase per SVTC recommendation	950	no increase
TH2 Assessments	52,157	52,250	55 homes at \$-2300 per year	47,819	52,300		52,300	
Late fees TH2	1,500	0		1,600	0		0	
TH2 Reserve Interest	577	0		1,900	0		0	
<b>Total TH2 Income</b>	<b>54,234</b>	<b>52,250</b>		<b>51,319</b>	<b>52,300</b>		<b>52,300</b>	
Maintenance - TH2	13,233	2,000	Misc. maintenance items	150	5,500	\$100 per home	5,500	
Grounds - TH2	9,540	7,520	Based on new bid	7,943	8,700	Trugreen contract signed for 2005.01-2007.12	8,700	
TH II Mulch		3,000	Based on 2 pine straws per year	2,457	2,600	1 pine straw application	2,600	
Grounds other - TH2	1,430	0		0	0		0	
Termite protection							2,000	added term
TH II Management	3,520	5,280		4,840	5,500	5% increase, \$8.40 per door per month	5,900	\$9 per doo
Printing and Postage		170		127	300		300	
Reserve Transfer/TH2	30,317	34,280		31,415	29,700		27,300	
TH2 Interest Transfer to res	577	0		1,900	0		0	
<b>Total TH2 Expenses</b>	<b>58,617</b>	<b>52,250</b>		<b>48,832</b>	<b>52,300</b>		<b>52,300</b>	
Net income / loss	(4,382)	0		2,487	0		0	
Reserve Transfer for projects	27,947	22,000	For painting	21,443	10,000		10,000	painting 3 b
<b>Total Cap Income</b>	<b>27,947</b>	<b>22,000</b>		<b>21,443</b>	<b>10,000</b>		<b>10,000</b>	
TH II Painting	16,478	22,000	from reserves	21,443	10,000		10,000	
<b>Total Cap Expense</b>	<b>16,478</b>	<b>22,000</b>		<b>21,443</b>	<b>10,000</b>		<b>10,000</b>	
Capital income / loss	11,469	0		0	0		0	
<b>Total Excess/Loss</b>	<b>7,087</b>	<b>0</b>		<b>2,487</b>	<b>0</b>		<b>0</b>	



**SVHOA  
2007 Budget  
Westend Townhomes**

22	2004 Actual	2005 Budget		11/30/2005 Actual	2006 Budget		2007 Proposed	
		873	per home / yr		1,091		1,255	15% increa
WE Assessment	16,547	19,210	22 homes at \$873 per year	17,315	24,000	25% increase voted at Spec Meeting 6/7/05	27,600	
Late fees - WE	620	0		580	0		0	
WE Reserve Interest	153	0		276	0		0	
Special Assm - WE	0	0		10,850	0	last portion of Special assm: \$250 per home.	0	
<b>Total WE Income</b>	<b>17,320</b>	<b>19,210</b>		<b>29,021</b>	<b>24,000</b>		<b>27,600</b>	
WE Water-sewer	17	0		0	0		0	
WE Security	7,911	5,000		4,291	4,700		4,700	
WE Maintenance	1,127	1,000	Misc. maintenance items	140	2,200	\$100 per home	2,200	
WE Grounds	4,742	4,900	Based on new bids	4,470	4,900	Trugreen contract signed for 2005.01-2007.12	4,900	
WE Mulch		1,400	Based on 2 pine straws	840	900	1 pine straw application	900	
Grounds other - WE	590	0		0	0		0	
Termite protection							800	added term
Printing and Postage		70		52	100		100	
WE Management	1,253	2,100		1,936	2,200	5% increase, \$8.40 per door per month	2,400	\$9 per doo
Reserve Transfer/WE	506	4,740		4,345	9,000		11,600	
Special Assessment Transfer to Reserves	0	0		10,900	0		0	
WE Interest transf to res	153	0		276	0		0	
<b>Total WE Expenses</b>	<b>16,299</b>	<b>19,210</b>		<b>27,250</b>	<b>24,000</b>		<b>27,600</b>	
Net income / loss	1,021	0		1,771	0		0	
Reserve Transfer for projects	0	15,000	For painting	25,458	0		0	
<b>Total Cap Income</b>	<b>0</b>	<b>15,000</b>		<b>25,458</b>	<b>0</b>		<b>0</b>	
WE Painting	0	15,000	from reserves	25,458	0		0	
<b>Total Cap Expense</b>	<b>0</b>	<b>15,000</b>		<b>25,458</b>	<b>0</b>		<b>0</b>	
Capital income / loss	0	0		0	0		0	
<b>Total Excess/Loss</b>	<b>1,021</b>	<b>0</b>		<b>1,771</b>	<b>0</b>		<b>0</b>	

**SVHOA  
2007 Budget  
Highgrove Townhomes**

48	2004 Actual	2005 Budget		11/30/2005 Actual	2006 Budget		2007 Proposed
		1,102	per home / yr		1,157	Per SVTC recommendation, 5% increase	1,157
HG TH Assessments	52,804	52,900	48 homes at \$-2725 per year	48,491	55,500		55,500
Late Charges HG	620	0		720	0		0
HG Reserve Interest	911	0		1,152	0		0
<b>Total HG income</b>	<b>54,335</b>	<b>52,900</b>		<b>50,363</b>	<b>55,500</b>		<b>55,500</b>
HG Electricity	1	0		0	0	included in security	0
HG Water/Sewer	6,543	2,900	Irrigation	2,289	3,000		3,000
HG Security	14,637	7,700	Includes phone, electric and maint. for all 4 bldg:	6,861	7,700		7,700
HG Maintenance	1,662	4,000	General repairs	2,075	4,800	\$100 per home	4,800
HG Grounds	11,530	7,600	Based on new bids	6,892	7,500	Trugreen contract signed for 2005.01-2007.12	7,500
HG Mulch		2,500	Based on 2 pine straw applications	1,120	1,200	1 pine straw application	1,200
Grounds other - HG	943	0		214	200		200
Termite protection							1,800
HG Social Events	48	0		0	0		0
Printing and Postage		150		115	200		200
HG Management	3,072	4,600		3,408	1,600	5% increase, \$8.40 per door per month, less HRW abatemer	4,600
Reserve Transfer - HG	17,401	23,450		21,495	29,300		24,500
HG Interest Transf to Res	911	0		1,152	0		0
<b>Total HG Expenses</b>	<b>56,747</b>	<b>52,900</b>		<b>45,621</b>	<b>55,500</b>		<b>55,500</b>
Net income / loss	(2,412)	0		4,742	0		0
Reserve Transfer for projects	21,562	25,000	For Painting	33,786	0		0
<b>Total Cap Income</b>	<b>21,562</b>	<b>25,000</b>		<b>33,786</b>	<b>0</b>		<b>0</b>
Reserves - Painting	21,562	25,000		33,786	0		0
<b>Total Cap Expense</b>	<b>21,562</b>	<b>25,000</b>		<b>33,786</b>	<b>0</b>		<b>0</b>
Capital income / loss	0	0		0	0		0
<b>Total Excess/Loss</b>	<b>(2,412)</b>	<b>0</b>		<b>4,742</b>	<b>0</b>		<b>0</b>

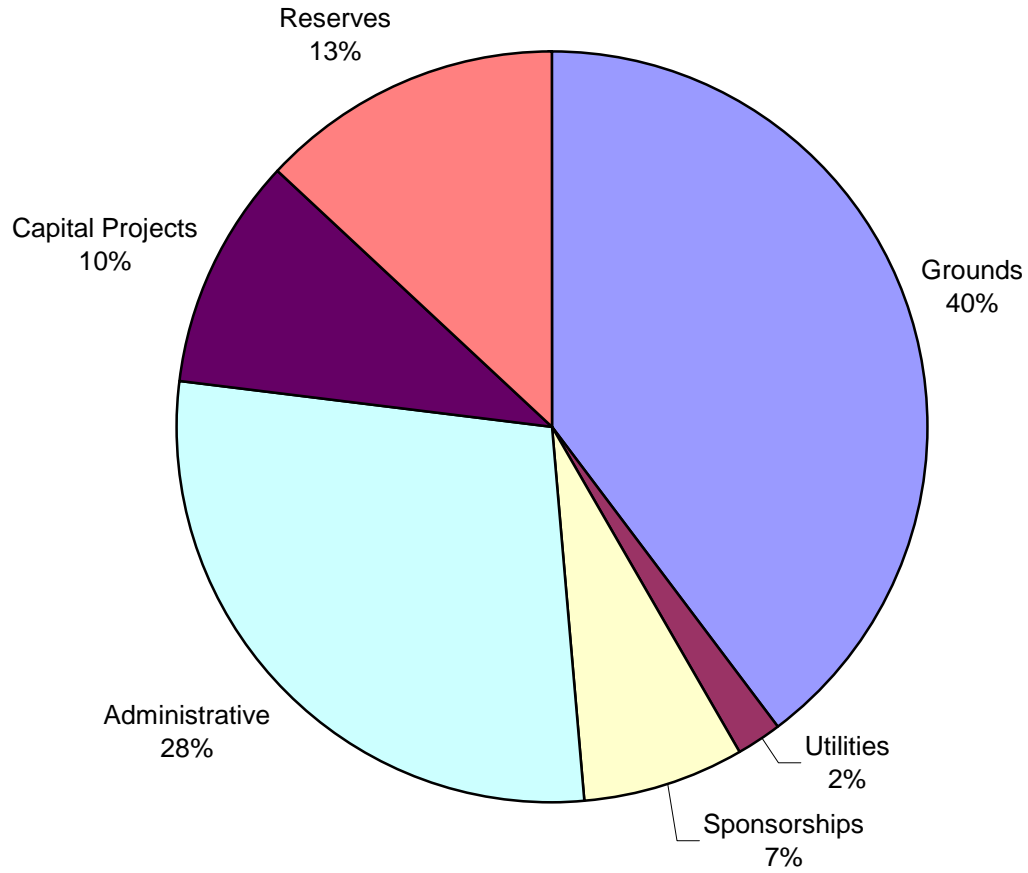
**SVHOA  
2007 Budget  
Courtyard Homes**

48	2004 Actual	2005 Budget	11/30/2005 Actual	2006 Budget	2007 Proposed
		189 per home / yr		217 15% Increase	250 15% increa
Courtyard Assessments	3,360	2,640	2,646	3,038	3,500
Late Charges	40	0	40	0	0
<b>Total HG income</b>	<b>3,400</b>	<b>2,640</b>	<b>2,686</b>	<b>3,038</b>	<b>3,500</b>
Courtyard Grounds Contract	3,458	2,640	2,420	2,640	2,700
Courtyard Mulch	0		0	777	800
<b>Total HG Expenses</b>	<b>3,458</b>	<b>2,640</b>	<b>2,420</b>	<b>3,417</b>	<b>3,500</b>
Net income / loss	(58)	0	266	(379)	0

**Southern Village Homeowners Association  
2007 Budget**

<b>Revenue:</b>	Assessments - All Homes	164,885	
	Sub-Association Assessments	15,215	
	Alleyway Assessments	15,910	
	<b>Total Revenues</b>		<b>196,010</b>
<b>Grounds:</b>	Maintenance - Playground	1,500	
	General Maintenance - Other	700	
	Common Area Contract	36,372	
	Pond Maintenance	3,627	
	Tree Removal & Replacement	5,000	
	Tree Maintenance	25,000	
	Common Area Mulch	3,000	
	Grounds - Other	2,800	
<b>Total Grounds</b>			<b>77,999</b>
<b>Utilities:</b>	Electricity Expense	1,300	
	Water/Sewer Expense	1,500	
	Stormwater Charge	1,000	
	<b>Total Utilities</b>		
<b>Sponsorships:</b>	Southern Village Events	8,050	
	Police Substation	4,500	
	Southern Village Charity Events	700	
	<b>Total Sponsorships</b>		
<b>Administrative:</b>	Printing & Postage	5,600	
	Website	1,000	
	Legal	7,500	
	Tax Returns	250	
	Insurance	6,023	
	Taxes	1,800	
	Management	31,724	
	Administration-Other	1,700	
	<b>Total Administrative</b>		
<b>Capital Projects</b>			<b>20,000</b>
<b>Reserve Transfers</b>	General Reserves	9,454	
	Alleyway Reserves	15,910	
	<b>Total Reserve Transfers</b>		
<b>Net Income</b>			<b>0</b>

# Southern Village 2007 Budgeted Expenses



# SVHOA Nominating Committee

- 2006 Highlights
  - Received 24 total nominations
  - Nominations from:
    - Board of Directors
    - Web Site – [www.southernvillage.org](http://www.southernvillage.org)
    - Other Neighbors
  - 1<sup>st</sup> round conversations with all 24 persons
    - 16 persons said “no thanks” during conversations
  - 2<sup>nd</sup> round conversations with 8 persons
    - 4 persons said “no thanks” during conversations
  - Final round - Nominating Committee Vote
    - 2 persons selected - Dick Lowe & Bill Riggs

PROPOSED REVISIONS TO THE BYLAWS  
OF  
SOUTHERN VILLAGE HOMEOWNERS ASSOCIATION

**Background**

Southern Village Homeowners Association was originally called Arlen Park Association.

Our Bylaws document still reflects the Arlen Park name, even though it was changed on June 1, 1998. This is confusing for everyone.

The Bylaws were amended again (at the AGM on February 22, 2001) to reduce the quorum for member meetings and to increase the number of directors. Neither of these changes is reflected in the existing document.

**This document captures these already-approved changes, showing them in red.**

The document also proposes additional changes to align the Bylaws with the way the Association actually operates today:

Existing text that we suggest deleting is marked thus: ~~with a strikethrough~~.

Text we propose adding is shown in blue.

**Next Step**

This final draft was approved by the Board at its December 13, 2006 meeting, subject only to review by the Association's attorney.

BYLAWS  
OF  
SOUTHERN VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is **Southern Village Homeowners Association, Inc.**, hereinafter referred to as "Sub-Association". The principal office of the corporation shall be located at ~~5037 Linkland Dr., Holly Springs, North Carolina 27540~~ **the office of its registered agent**, but meetings of members and directors may be held at such places within the State of North Carolina, County of Orange, or elsewhere as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Sub-Association" shall mean and refer to **Southern Village Homeowners Association, Inc.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Sub-Association.

Section 3. "Limited Common area" shall mean all real property owned by the Sub-Association 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 Area and Limited Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. ~~"Declarant" shall mean and refer to Southern Village limited Partnership, its successors and assigns, if such successors or assigns should~~



~~acquire more than one undeveloped lot from the Declarant for the purpose of development.~~

Section 7.6. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Registrar of Deeds of Orange County in Book 1271 Page 165 and as the same may be supplemented ("Supplementary Declaration") and/or amended from time to time as therein provided.

Section 8.7. "Member" shall mean and refer to those entities entitled to membership as provided in the Master Declaration or a Supplementary Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Sub-Association, and each subsequent regular annual meeting of the members shall be held ~~on or about~~ **not later than** the 20th day of ~~January~~ **February** of each and every year thereafter, at the hour of 7:00 p.m. ~~If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.~~

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)~~ **ten percent (10%)** of all of the votes of the ~~Class A~~ membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days, but no more than 50 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Sub-Association. or supplied by such member to the Sub-Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and ~~in the case of a special meeting,~~ the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, **ten percent (10%) of the votes** ~~of each class of membership~~ shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Master Declaration, a Supplementary Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at a meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Sub-Association shall be managed by **a Board of no less than three (3) and no more than five (5) directors**, who need not be members of the Sub-Association. The number of directors may be changed by amendment of these Bylaws.

Section 2. Term of office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years, and at each annual meeting thereafter the members shall elect one **or more directors** for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Sub-Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Sub-Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his 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 the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall ~~may~~ be made by a Nominating Committee ~~appointed by the Board of Directors~~. Nominations may also be made from the floor at the annual meeting. ~~The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Sub-Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to 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 may be made from among members or non-members.~~

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

~~Section 3. Right of Declarant to Representation on Board of Directors. Notwithstanding anything contained herein to the contrary, until December 31, 2014, or until Declarant shall have conveyed seventy-five (76%) of the properties which are or may become subject to the Master Declaration, Declarant or its express assignee shall have the right to designate and select a two-thirds (2/3) majority of the Board of Directors as specifically provided in Article V, Section 4, of the Master Declaration.~~

## ARTICLE VI

## MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held ~~quarterly without notice~~ **at least six times a calendar year**, at such place and hour as may be fixed from time to time by resolution of the Board. ~~Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.~~ **Members shall be given notice of regular meetings of the Board and shall be entitled to observe such meetings. A schedule of upcoming regular meetings posted on the Sub-Association's website shall serve as notice for this purpose.**

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Sub-Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of 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.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Limited Common Area 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 recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Sub-Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations.

(c) exercise for the Sub-Association all powers, duties and authority vested in or delegated to this Sub-Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, a Supplementary Declaration, or the Master 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; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept ~~and published on the Sub-Association's website~~ a complete record of all its ~~meetings~~, 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 Class A members who are entitled to vote);~~

(b) supervise all officers, agents and employees of this Sub-Association, and to see that their duties are properly performed;

(c) fix the amount of the annual assessment against each lot on or before December 1 20 of each year ~~and~~ send written notice of each such assessment to every member subject thereto ~~on or before December 20 of each year~~ ~~within ten (10) days;~~ ~~and, as provided in Article V, Section 15, of the Master Declaration, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;~~

(d) issue, or to 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 these certificates. If a certificate states that 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 the Sub-Association, if any;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,

(g) cause the Limited Common Area or any other areas of the property for which the Sub-Association is responsible as identified in the Master Declaration or a Supplementary Declaration to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Sub-Association 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 shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Sub-Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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:

(a) 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, promissory notes, and other written instruments.

(b) Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) 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 the Sub-Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep

appropriate current records showing the members of the Sub-Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The treasurer shall [supervise the financial activities of the Sub-Association, which shall include monitoring](#) ~~receive receipt~~ and deposit in appropriate bank accounts of all monies of the Sub-Association, ~~and shall disburse the disbursement of~~ such funds as directed by resolution of the Board of Directors, [and the keeping of proper books of account. Additionally, the Treasurer](#) ~~and shall~~ prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of same to ~~each of the members~~ [via the Sub-Association's website](#).

## ARTICLE IX

### COMMITTEES

~~The Sub-Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, The Board of Directors shall~~ [may](#) appoint other committees as deemed appropriate in carrying out its purpose. [Such committees shall serve at the pleasure of the Board.](#)

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Sub-Association shall at all times, during reasonable business hours, be subject to inspection by any [Member](#). The Supplementary Declaration, Master Declaration, Articles of Incorporation, and Bylaws of the Sub-Association shall be available for inspection by any member at the principal office of the Sub-Association ~~where copies may be purchased at a reasonable cost~~ [and shall be published on the Sub-Association's website](#).

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Master Declaration and appropriate Supplementary Declaration, each member is obligated to pay to the Sub-Association 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 fourteen \(14\)](#) ~~thirty (30)~~ days after the due date, ~~the assessment shall bear~~

~~interest from the date of delinquency at the rate of eighteen percent (18%) per annum, a \$20 per month late fee shall be applied to the assessment~~ and the Sub-Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property, and interest, costs, and 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 assessments provided for herein by nonuse of the Limited Common Area or abandonment of his lot.

## ARTICLE XII

### CORPORATE SEAL

The Sub-Association shall have a seal in circular form having within its circumference the words: **Southern Village Homeowners Association, 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 or by proxy.

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 Master Declaration and these Bylaws, the Master Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Sub-Association shall begin on the first day of January and end on the 31st day of December of every year ~~except that the first fiscal year shall begin on the date of incorporation.~~

~~IN WITNESS WHEREOF, the undersigned, being all of the initial directors of Arlen Park Association, Inc., have hereunto set their hands, this 20 day of July, 1994.~~

~~D. R. Bryan Jr.~~

~~S. Elaine Hudspeth~~



James M. Earnhardt

Southern Village Homeowners Association, Inc.

# **Architectural Review Process & Guidelines**

Effective December 14, 2006

## **Table of Contents**

Page	Subject
2	<b>Definitions</b>
2	<b>Introduction</b> <ul style="list-style-type: none"><li>Architectural Review Overview</li><li>Architectural Review Principles</li><li>Projects Requiring Approval</li></ul>
4	<b>Administrative Procedures for Architectural Approval</b> <ul style="list-style-type: none"><li>Standard Approval Process</li><li>Information That Needs to be Submitted to the ARB</li><li>Legal Document References</li></ul>
6	<b>Guidelines for Specific Types of Architectural Change</b> <ul style="list-style-type: none"><li>Additions and Alterations</li><li>Decks</li><li>Fences</li><li>Landscaping</li><li>Painting</li><li>Patios</li><li>Porch Screening</li><li>Sheds and other Accessory Buildings</li><li>Roof-mounted Items</li><li>Walls</li></ul>
12	<b>Application for Architectural Approval</b>
	<b>Appendix</b>
13	Legal Document References

## DEFINITIONS

This document uses three defined terms that are important to understand:

**Board:** The Board of Directors of Southern Village Homeowners Association. This is the five-member body we elect to run our association's affairs.

**ARB:** The Architectural Revision Board. This is the authority appointed by the Board to review and approve architectural changes planned by association members.

**Community Manager:** The Board's agent responsible for certain administrative elements of the association's affairs, including the architectural review process. Currently, the Board contracts the community manager role to HRW Inc, a management company based in Raleigh. Telephone the Community Manager at 919-783-9530.

## INTRODUCTION

### Architectural Review Overview

Architectural review and approval is conducted to maintain the character and aesthetic harmony of Southern Village. This document aims to make our community's architectural control covenants more accessible and to help you plan your property improvement projects.

All homeowners are encouraged to bring their desires forward with the expectation that their requests will be considered. Please plan to interact directly with the ARB if your request is at all unusual. The Board has empowered the ARB - whose volunteer members it appoints - to assess each request in conjunction with the appropriate guidelines, and to make suggestions to encourage and assist members in maintaining and improving their properties.

The architectural review process applies to all detached homes and most town homes in Southern Village. Homeowners must also comply with the requirements of Chapel Hill regarding building permits, right of way considerations, building inspections, and so on<sup>1</sup>.

### Architectural Review Principles

One of the most important provisions underlying the Southern Village planned-community is the requirement for architectural review. It can also become one of the most sensitive issues within the community: there is a fine line between the maintenance of aesthetic harmony and the imposition of personal taste. The ARB recognizes the potential for conflict and will at all times look at a project with an objective eye on the bigger picture. The ARB endeavors to be fair, reasonable and uniform, using its best efforts to balance the equities between matters of taste and design, and the use of private property.

The architectural review process is intended to be clear and accessible to homeowners. ARB meetings to consider approval requests are held on the third Tuesday of each month. Homeowners are welcome to attend during discussion of their submission.

---

1. City form "Single Family Zoning Compliance Permit Application" (Form ZCP) may be found on the city website. Chapel Hill presently requires that the applicant submit this form for certain projects.

The overarching philosophy of the architectural review process is to maintain the neighborhood character that makes Southern Village a desirable community. This involves:

- Assuring that additions and new structures are properly designed and proportioned, and built of suitable materials,
- Assuring the proper siting and maintaining correct setbacks from lot lines.

An important feature of the architectural review process is soliciting input from neighboring owners who have a view of the property. The architectural review process requires obtaining the signatures of up to four close neighbors who have an unobstructed view of the improvement from their own windows (excluding garage windows). The neighbors whose signatures are required are asked to check whether they “support” the project or “have reservations” about it. Any neighbor with reservations is encouraged to submit an explanation of their concerns for consideration, or if they desire, to attend the appropriate ARB meeting.

Resubmissions of modified requests (including appeals) are treated like new requests, requiring a new set of signatures to assure neighbors are apprised of the latest proposal.

It is essential that every homeowner participate in the architectural review process. If you have not been approached to sign a form and notice a neighbor making changes that appear to need approval, you are invited to have a chat with them or call the Community Manager, who will contact the person involved and ensure they participate in the process as appropriate.

The content of our architectural review guidelines has changed several times over the years. The scope and authority of the architectural review body has also changed. Despite these changes, our principle is that no subsequent change of guideline or architectural review authority will invalidate any project approved by a predecessor authority.

### **Projects requiring Architectural Approval**

The following types of projects need approval by the ARB, and guidelines for each of them are presented later in this document:

- Additions or alterations to structures, if visible from the exterior of the structure.
- Installations of Decks, Fences, Patios, Porch screening or Walls.
- Repainting a structure in a different color, if it is not on the palette.
- Installation of roof mounted devices.
- Landscaping that involves
  - changes in lot elevations,
  - plants that may block a street view, making safety a concern, or
  - addition of shrubs or trees that constitute a natural fence.
- Addition of sheds or other accessory buildings.

If your project is not on the above list, it does not require ARB approval.

## **ADMINISTRATIVE PROCEDURES FOR ARCHITECTURAL APPROVAL**

### **Standard Approval Process**

Administration of the architectural review process involves the Community Manager and the ARB. Contact information may be found at <http://www.southernvillage.org/contacts/>.

The Community Manager accepts all architectural review applications, screens them for completeness and verifies that a sufficient set of signatures is included using a neighborhood map and the illustrations included in the application. Applications lacking signatures or sufficient documentation of the proposed improvements will be returned to the applicant promptly and will not be considered until amended.

Any complete application received by the Community Manager at least five (5) business days prior to a scheduled architectural review meeting will be considered in that meeting. The Community Manager will mail the outcome of all applications to applicants within five (5) business days after the meeting.

Any disapproved application will include an explanation of the reasons for disapproval. Applications that combine multiple items may have some items approved and others disapproved. Approvals may be subject to specific conditions clearly stated in the response to the applicant. All responses will detail any information necessary to easily understand what has been approved and why any items are not considered acceptable.

Applicants are welcome to work with the ARB to submit a modified or new application that they will be able to approve. This interaction is easily accomplished by attending the meeting where your application is being considered.

Disapproved applications may be appealed to the ARB, who will involve the Board, if requested, when an acceptable solution cannot be found by working with the committee. The Community Manager is the best point of contact to discuss any issues related to architectural review applications.

### **Information that needs to be submitted to the ARB**

1. A completed Project Submission Form, (see page 14) including a narrative description of the proposed changes or additions.
2. When appropriate, a plot plan ‘top-down-view’ (usually a copy of the survey document that should have been provided at closing) of the entire lot marked up to illustrate the location on the property of existing structures and the proposed changes or additions and clearly showing all related property lines. Individual neighborhood covenants usually specify setback requirements from each property line. The location of any changes in drainage should be illustrated along with an indication of how the flow of water will change from what exists today.
3. When appropriate, elevation ‘side-view’ drawings, sketches, illustrations, or representative pictures of any proposed structures that clearly illustrate what the appearance of the structure will be when completed and includes overall dimensions.
4. Descriptions of materials to be used together with color samples and physical samples if different from what exists. Color pictures illustrating changes and pictures of proposed

items are very helpful.

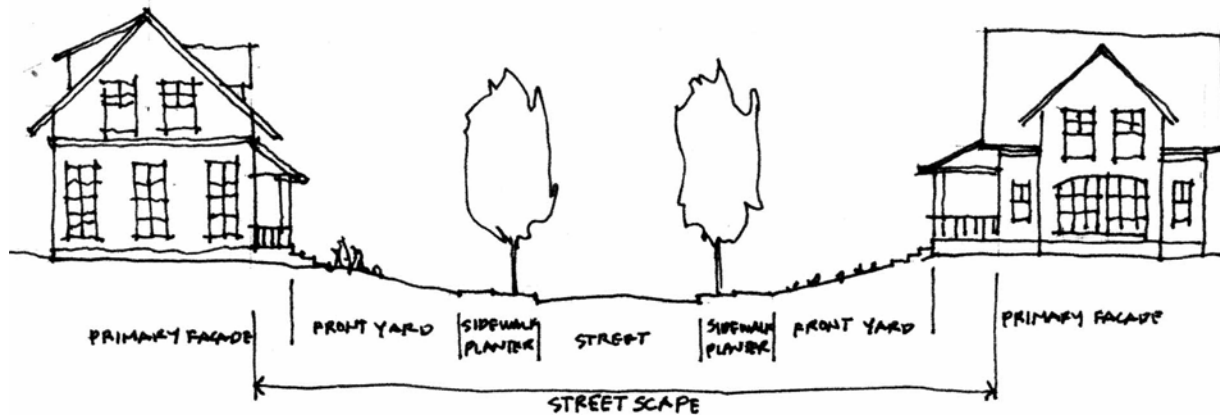
5. When appropriate, descriptions of the types and sizes of plant materials for landscaping changes that create a visual screen or barrier.

### **Legal document references**

Each individual neighborhood within Southern Village has its own set of somewhat unique covenants and to quote them in detail in this document is impractical. The Appendix lists the 36 Southern Village documents that collectively specify the detailed architectural control requirements. The documents relevant to your home are typically included in the package from the closing attorney when you purchase property in Southern Village. Also, copies of all these documents may be downloaded from <http://www.southernvillage.org/hoa/>.

## GUIDELINES FOR SPECIFIC TYPES OF ARCHITECTURAL CHANGE

The following guidelines all revolve around the general consideration of maintaining the “streetscape”, defined as the pattern of development along a contiguous street from the front facade of a home on one side of the street to the front facade of a home on the opposite side, as shown here:



### Additions and Alterations

All building additions and visible external alterations, such as porches, first-story extensions or third-story additions, require ARB approval. When reviewing a request for approval of a proposed project, the ARB will consider the following factors:

- **Design.** The design of the proposed addition or alteration should harmonize with the existing Southern Village streetscape, and should be compatible in architectural character, scale (mass and bulk), material, and color with the original home and surrounding homes.
- **Setbacks.** Additions and alterations must comply with the Southern Village covenants for the specific neighborhood.

### Decks

The addition of any deck requires ARB approval. When reviewing an approval request for a deck the ARB will consider the following factors:

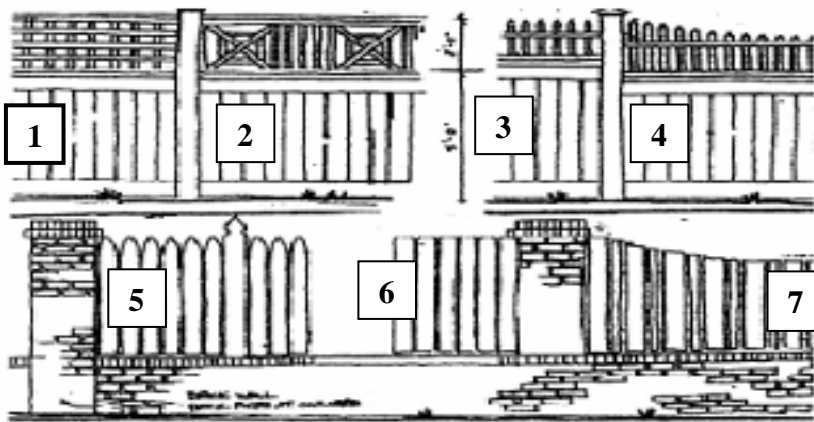
- **Location.** The proposed deck should be to the side or rear of the home.
- **Design.** The design of the deck should harmonize with that of the home and its immediate neighborhood in terms of scale (mass and bulk), material and finish.
- **Setbacks.** The installation must comply with all Southern Village setback requirements.

### Fences

All fence installations require ARB approval. Southern Village has two types of fences: privacy and decorative. Privacy fences are generally located along the rear and sides of a lot. Decorative fences are typically located along the street and/or alley facing the front or side elevation of the house.

The fifteen fence styles shown here have often been used in Southern Village:

**Seven examples of 6' Privacy Fences.** All have 4' solid wood pickets with 2' caps, or a 2' brick footer supporting 4' solid wood pickets.

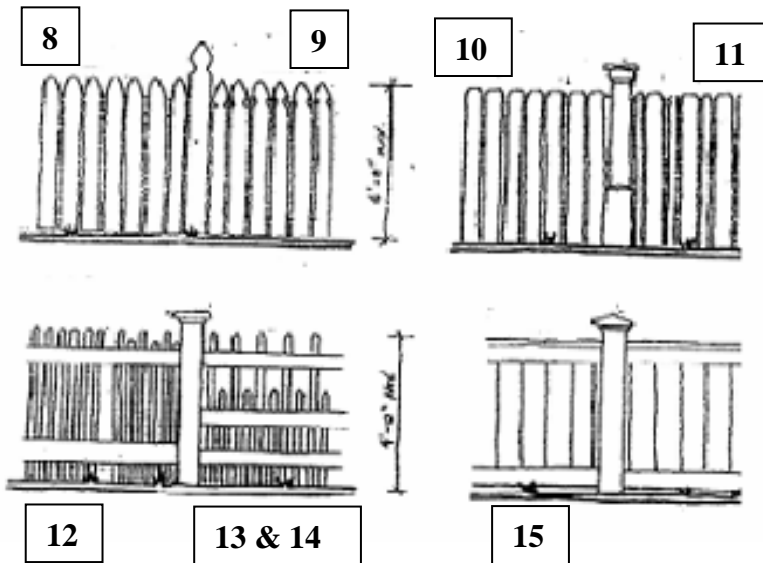


**Styles 1-4** are 1x4 board on board with 2' non-solid caps and 6x6 Posts. Slats may be 1x6 if desired.

**Styles 5-7** have 1x4 pickets and are built atop a 2' high brick retaining or decorative wall. **Style 7** has alternating 1x4s and 1x2s

**Style 7** may have a convex curve, be board on board, but total height (ground to top of curve) should not exceed 5 feet.

**Eight examples of 4' decorative fences** with separated or board on board pickets.



**Style 8:** 1x4 Pickets with Gothic Cap. 6x6 Posts

**Style 9:** 1x4 Pickets with French Gothic Cap. 6x6 Posts

**Style 10:** 1x4 Pickets / Dog-Ear Caps. Enlarged Cap and Base.

**Style 11:** 1x2/1x4 Pickets, 4x 4 post, with Enlarged Cap and Base

**Style 12:** 2x2 Pickets, Even Heights, 6x6 Posts with Enlarged Cap

**Styles 13 & 14:** 2x2 Pickets



When reviewing an application for approval of a fence installation the ARB will consider the following factors:

- **Style and height.** Decorative fences are usually 2.5 to 3.5 feet high; privacy fences are up to 6 feet high. A board-on-board, solid wood privacy fence should not be more than 4 feet high, to avoid a “stockade-like” appearance.
- **Setback.** The fence should be clear of lot lines and easements, with sufficient room for sprinklers and landscaping. **Front** decorative fences should be at least 2 feet off the sidewalk. **Side** privacy fences should run 1 foot inside to avoid any encroachment on neighboring property. **Rear** privacy fences for homes on alleys should be a minimum of 4 feet off the alley<sup>2</sup>. Privacy fences for homes not on alleys may run along the rear property line.
- **Material.** The proposed fence material should blend with the home and with its immediate surroundings. The standard fencing material in Southern Village is pressure-treated wood or wrought iron. Vinyl-coated chain link fencing that is black or forest green has been used along the RCD “green belt” areas. PVC plastic has been used rarely, for short runs in line-of-sight obscured locations.
- **Landscape Coverage.** Landscape coverage on the outside of fences that face a street or an alley is encouraged.
- **Finish.** The proposed fence finish should maintain the streetscape and be harmonious with its immediate surroundings. Accordingly, fences abutting a street or an alley must be painted white. Fences abutting an RCD have generally been painted white, or the color of the house trim. If set back sufficiently from the street and adjacent houses, some such fences have been left natural color. If painted, fences must be painted on both sides of the pickets. All fences must be treated after a sufficient curing time of 3-6 months.

## Landscaping

The only landscaping projects which require ARB review are those that:

- **Change lot elevations.** The concern is the impact of drainage on neighboring lots.
- **Create an unsafe condition.** The concern is that added plants that may block a street or alley view, creating a safety concern.
- **Alter views** and cause encroachment. The concern here is groups of shrubs or trees that constitute a natural fence and may negatively affect views or encroach on neighboring lots.

When reviewing a landscaping approval request the ARB will consider the following factors:

- **Drainage plan.** A project involving changed lot elevations should include an adequate drainage plan. Generally, the project should not divert ground water or runoff onto neighboring lots.

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2. The homeowner is responsible for identifying if utility right-of-way or other easements exist. Fencing built over any utility right-of-way or easement may be subject to removal, at lot owner’s expense, by the owner of the easement, if repair of underground utilities is required.

- **Plant size at maturity.** Required for projects on the corner of a street or alley, where large vegetation will impede drivers' and pedestrians' view, and for projects which constitute a natural fence.
- **Grass** must remain in the strip between the street and sidewalk of homes.

## Painting

Basic maintenance of most Southern Village homes includes periodic exterior repainting. In our environment of similarly designed homes in relatively close proximity to each other the creative use of color is an important way to add visual variety to our streetscapes.

- **Painting the same color.** ARB approval is not required, but we ask that you submit a completed approval form for the records.
- **Painting from the palette.** There is an approved palette consisting of the colors in Sherwin-Williams' Exterior Color Preservation Palette collection. The four components of this palette are called Arts and Crafts, Classical/Colonial, Suburban Modern and Victorian<sup>3</sup>. ARB approval to paint using these colors is not required, but we ask that you submit a completed approval form for the records. (Note: You don't have to use Sherwin-Williams paint. You can have your selected color from these palettes custom mixed by the paint vendor of your choice.)
- **Using another color.** ARB approval is required.

## Patios

The addition of any patio requires ARB approval. When reviewing an approval request the ARB will consider the following factors:

- **Location.** The patio should be built off the side or rear of the home.
- **Design.** The proposed patio should be compatible in architectural character, scale (mass and bulk) and material with the original home and its surroundings.
- **Setbacks.** The installation must comply with the Southern Village covenants for the specific neighborhood.

## Porch Screening

Screening of an existing porch requires ARB approval. When reviewing an approval request the ARB will consider the following factors:

- **Front Porches.** To maintain the streetscape, first floor front porches may not be screened forward of the front elevation of the house. Second floor front porches may be screened.
- **Side and Rear Porches.** May be screened.
- **Material and Finish.** Materials and finish should be similar to the existing house to create the impression that the porch was part of the original structure.

## Sheds and other Accessory Buildings

All installations of detached structures such as storage sheds require ARB approval.

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<sup>3</sup> You can download the palette from <http://www.southernvillage.org/arb/>.

When reviewing an approval request the ARB will consider the following factors:

- **Style.** The design and construction should blend with the existing home and its immediate surroundings.
- **Location.** The shed should be located at the rear of the home, not visible from the street, and not creating an impression of clutter on the property.
- **Setbacks.** The installation must comply with the Southern Village covenants for the specific neighborhood.
- **Material and Finish.** Materials and finish should harmonize with the existing home.

### Roof-Mounted Items

The installation of roof-mounted devices (skylights, roof vents, attic fans, antenna and solar collectors) should be accomplished so that they do not compromise the character of the streetscape. When reviewing an approval request for a roof-mounted item the ARB will consider the following factors:

- **Skylights, Roof Vents, Attic Fans, Antenna.** These items should be installed on the side or rear-facing roof elevations only.
- **Solar Collectors.** These units should be installed on side or rear-facing roof elevations only, flat to the roof to minimize visibility from neighbors.
- **Satellite Dishes.** Anyone may install a satellite dish less than 1 meter in diameter without ARB approval. However we ask that you be as considerate as possible of neighbors and select as inconspicuous a spot as you can.

### Walls

All wall installations require ARB approval, with the exception of those less than 10” tall for elevated garden beds. Two different wall types exist in Southern Village: retaining walls and decorative walls. When reviewing an application for approval of a wall installation the ARB will consider the following factors:

- **Height.** The appropriate height of a retaining wall is determined by lot elevations and drainage considerations. Decorative walls are generally 1.5 to 2 feet high.
- **Drainage.** The design should include an adequate drainage plan. A wall of any size will collect water unless precautions are taken to divert ground water or runoff from collecting at its base.
- **Setback.** The proposed wall should be located clear of lot lines and easements, with sufficient room for landscaping. **Front:** decorative walls should be at least 2 feet off the sidewalk. Retaining walls may abut the sidewalk. **Side:** decorative walls should run 1 foot inside to avoid any encroachment on neighboring property. **Rear:** decorative and

- retaining walls for homes on alleys should be a minimum of 4 feet off the alley<sup>4</sup>. Walls for homes not on alleys may run along the property line on the rear of the lot.
- **Material:** The material for the proposed wall should blend with home and its surroundings. Most walls in Southern Village use brick, stone or cultured stone. Pressure-treated timbers and concrete-based products have been used only rarely, for smaller walls.
- **Landscaping coverage.** Landscape coverage on the outside of walls is encouraged. Walls that are set back from an alley or street should have landscaping on the outside.

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<sup>4</sup> A wall built over any utility right-of-way or easement may be subject to removal, at lot owner's expense, by the owner of the easement if repair of underground utilities is required.

## APPLICATION FOR ARCHITECTURAL APPROVAL

<b>Property Owner's Name:</b>					
<b>Property Address:</b>					
<b>Telephone:</b>		<b>Home:</b>		<b>Work:</b>	
<b>E-mail:</b>					
<b>Estimated Completion Date:</b>					
<b>Contractors Name and Telephone (if applicable):</b>					
<b>Reason for the Change or Addition:</b>					
<b>Project Type:</b>					
<b>Addition</b>	<b>Deck/Patio</b>	<b>Fence</b>	<b>Landscaping</b>	<b>Painting</b>	<b>Other</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Project Description:</b> Please describe <b>briefly</b> the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings. If you need help, call HRW at (919) 783-9530					

<b>Neighbor Signatures:</b>					
We/I acknowledge that the requesting property owner has shown us/me the Architectural request plan for the proposed improvement(s) described on this form. We/I understand that we/I may make verbal or written comments directly to the ARB.					
Date	Printed Name	Support	Have reservations	Signature	Address

Send completed form to:

Southern Village Homeowners Association ARB, c/o HRW, Inc., 3815 Barrett Drive, Raleigh, NC 27609

<b>ARB Approval</b> <input type="checkbox"/>	<b>Conditional Approval</b> <input type="checkbox"/>	<b>Disapproval</b> <input type="checkbox"/>
<b>ARB Comments:</b>		
<b>Signed:</b> (ARB Chairperson):		<b>Date:</b>

## Appendix

### LEGAL DOCUMENT REFERENCES

This appendix lists Southern Village legal documents that seem to pertain to architectural control, giving the document name and its deed book reference within the Orange County Registry, if applicable.

#### Master Association

1. By-Laws of the Southern Village Master Association, Inc.
2. Master Declaration of Covenants, Conditions and Restrictions of Southern Village, dated July 21, 1994. Book 1271 page 165.
3. Amendment to Master Declaration of Covenants, Conditions and Restrictions of Southern Village, dated January 27, 2004. Book RB3494, page 459.

#### SVHOA

##### Arlen Park

4. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phases 1A, 1D and 1F, dated July 21, 1994. Book 1271 page 227.
5. Supplementary Declaration of Covenants, Conditions and Restrictions: Lots 71-75, Arlen Park at Southern Village, June 23, 1995. Book 1363 page 68.
6. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phases 1B and 1C, Lots 76-92, dated October 12, 1994. Book 1295 page 573, corrected December 13, 1994 in Deed Book 1310, Page 586.
7. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phase 2, dated August 23, 1995. Book 1385 page 519
8. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phase 3A, dated April 24, 1996. Book 1463 page 468.
9. Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phase 3A, dated October 9, 2003. Book 3291 page 100.
10. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phase 3B, dated June 3, 1996. Book 1473 page 297.
11. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phase 4, dated October 28, 1996. Book 1529 page 139.
12. Supplementary Declaration of Covenants, Conditions and Restrictions: Arlen Park at Southern Village, Phase 4 (Lots 192-200), dated June 23, 1997. Book 1617 page 546.

##### Brookgreen

13. Supplementary Declaration of Covenants, Conditions and Restrictions: Brookgreen at Southern Village, Phase 5A, dated September 23, 1997. Book 1643 page 10.
14. Supplementary Declaration of Covenants, Conditions and Restrictions: Brookgreen at Southern Village, Phase 5B, dated September 23, 1997. Book 1643 page 1.
15. Supplementary Declaration of Covenants, Conditions and Restrictions: Brookgreen at Southern Village, Phase 5C, dated December 10, 1997. Book 1663 page 525.

##### Greenview

16. Supplementary Declaration of Covenants, Conditions and Restrictions: Village Core Phase 2 at Southern Village, dated July 1, 1996. Book 1486 page 472.
17. Supplementary Declaration of Covenants, Conditions and Restrictions: Greenview at Southern Village, Phase 2, Book 1819 page 388.

##### Graylyn

18. Supplementary Declaration of Covenants, Conditions and Restrictions: Graylyn at Southern Village, dated July 1, 1998. Book 1758 page 452.
19. Supplementary Declaration of Covenants, Conditions and Restrictions: Graylyn 2 at Southern Village, dated December 7, 1998. Book 1839 page 257.

##### Highgrove

20. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 1A, dated October 6, 1998. Book 1750 page 71.
21. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 1B, dated August 24, 1998. Book 1786 page 295.
22. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village,

- Phase 1C, dated October 11, 1998. Book 1825 page 350.
23. Corrected Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 2, dated December 29, 1998. Book 1865 page 142.
24. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove Townhomes at Southern Village, Phase 2, Lots 401-448. Book 1850 page 383, corrected in Book 1865, Page 142; and Deed Book 1992, Page 374.
25. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 2B [Lots449-466], dated December 29, 1998. Book 83 page 113.
26. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 2 [Lots 467-484], dated December 29, 1998. Book 1850 page 383. Corrected December 29, 1998. Book 1865 page 142.
27. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove Townhomes at Southern Village, Phase 2, Lots 539-560. Book 1850 page 383, corrected in Deed Book 1865, Page 142; and Deed Book 1946, Page 411.
28. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 3A, dated July 15, 1999. Book 1970 page 64.
29. Amended Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phases 1A, 1B, 1C, 2, 2b & 3A, dated MArch 9, 2000. Book 2054 page 299.
30. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 3B, dated MArch 16, 2000. Book 2062 page 278.
31. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 3C, dated May 18, 2000. Book 2126 page 70.
32. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 4A, dated October 9, 2000. Book 2147 page 420.
33. Supplementary Declaration of Covenants, Conditions and Restrictions: Highgrove at Southern Village, Phase 4B, dated January 15, 2001. Book 2200 page 61.
- Glenhaven
34. Supplementary Declaration of Covenants, Conditions and Restrictions: Glenhaven at Southern Village, Phase 1, dated January 25, 2001. Book 2200 page 1.
35. Supplementary Declaration of Covenants, Conditions and Restrictions: Glenhaven at Southern Village, Phase 2, dated September 28, 2001. Book 2446 page 505.
36. Joint Driveway Declaration: Lots 806, 807 & 901 Southern Village, dated August 13, 2001. Book 2345 page 509.

## PETS

Both the Town and County have pet ordinances. Up to three dogs are allowed per dwelling provided they do not make excessive noise or become a nuisance. If we all recognize that pets are not universally loved by everyone, we will understand the law to keep pets on a leash when off their own property, and to pick up everything that they dispose in public view. A subtle reminder along the greenway should be enough to keep our pet owners alert and responsible. Habitual problems with pets that can't be resolved through discussion should be reported to the Police.

## SIGNS

The entrepreneurial spirit is alive and well and living in Southern Village! If you would like to advertise your business to your neighbors, try word-of-mouth, business cards, the newspaper, or mailings. Those are generally welcome. Commercial signs on your property are not unless they are specific to such things as a house or yard sale, or an election. Prompt removal after the purpose is expected. Under Town law, "no sign may compromise traffic safety."

## SPEED LIMIT

The speed limit throughout Southern Village is 25 mph. This is a "maximum" limit set by the Town of Chapel Hill. Because of bus traffic, numerous parked cars, and many children walking to and from school, this limit may not always be the safest for our streets. Please err on the side of caution! Slower is safer!

## STREETS & SIDEWALKS

As a neighborhood bustling with walkers, joggers, bikers, strollers, scooters, etc., we rely on our streets and sidewalks for enabling the active, healthy lifestyle so many of us enjoy. Keeping the walkways and

roadways clear of toys, hoses, tools, trash, and parked vehicles keeps these paths safe for all our residents and visitors. If you notice something that impedes the street or sidewalk, check with the homeowner first.

## TREES & CURBSIDE LAWNS

Having tree-lined streets is one of the most visible and appreciated features of Southern Village. While the trees were planted as part of the neighborhood streetscape, watering during the hot months is the responsibility of the adjacent property owner. Likewise watering, mowing and grooming the narrow strip of grass between the sidewalk and curb is the job of the homeowner (with a few exceptions). All other common areas are mowed, seeded, and groomed by a landscaping company under contract with the HOA.

The best insurance for having good neighbors is to be a good neighbor. Taking care of the little things can prevent them from becoming "big" things that tear at the fiber of our neighborhood. If you have concerns, the first step is to talk with your neighbor. Usually, that's all it takes. If that doesn't work, check for additional guidance on our neighborhood website or contact a member of the Southern Village Homeowner's Association Board.



Homeowner's Association  
Chapel Hill, North Carolina

[www.southern-village.net](http://www.southern-village.net)

Southern Village  
Homeowner's Association

## Good Neighbor Guide



As you have no doubt discovered by now, Southern Village is a friendly, comfortable place. Like a treasured quilt, the neighborhood is cozy, colorful, and closely woven with the fabric of many families who have chosen to live here. We are a community of children, adults, seniors, and pets; homes, businesses, shops, a school and church; swim, tennis and play spaces; gardens, ponds, trees and walkways. As neighbors and friends, we hope to preserve this picture of life that gives us so much in return. Please use this *Good Neighbor Guide* as a resource for handling the little things that sometimes get in the way of enjoying all that Southern Village has to offer. Thank you for being a good neighbor!



## “Little Things Matter”

Southern Village is unique in that it offers a mixture of housing filled with people in various stages of life – students in apartments, young professionals in townhomes, retirees sizing-down to condos, and others sizing-up to spacious houses. While some neighbors spend more time in leisure activities, taking notice of every little thing; others are in their busiest time of life juggling kids and careers. The point is, the little things do matter, and can make a difference in how we co-exist as neighbors.

In this brochure you will find answers to some of your questions about the neighborhood as well as guidance on how best to address those “good neighbor” issues that matter most to the residents of Southern Village:

### ALLEYS

Think of our alleys as “shared driveways,” providing access for homes, refuse collection, postal delivery, etc. If blocked by cars, toys or household goods, they cannot function as intended. If something is hindering access to the alley behind your home, you should feel comfortable asking your neighbor(s) to help clear the way.



### EXTERIOR MAINTENANCE

Keeping your property clean, orderly, and attractive speaks loudly about the kind of neighbor you are. Some dwellings in our neighborhood are assessed for exterior maintenance. If you are not in a home with this type of assessment, it is the owner's responsibility to maintain the exterior, as well as all landscaping and grounds. The town has many independent contractors for professional landscaping and painting, and our village has many great and able kids who would be happy to help you mow, weed, trim, rake, paint, etc. (for a little cash) if you don't have the time or energy. Ask around for a referral!

### LANDSCAPING

The addition, removal and maintenance of shrubs, trees, perennials, annuals, grasses etc. is an individual property owner decision unless it blocks a view or creates a safety concern. Then it becomes subject to review by the ARC. While personal taste is respected, plantings that are done within the character of the neighborhood and accent, rather than overwhelm a home, are the most likely to be appreciated by your neighbors. As with most major projects, if what you are planning might affect your neighbor, it's always best to share your ideas before proceeding.

### MAILBOXES

Mailbox maintenance is one of those little things that neighbors notice. Approved mailboxes are installed as a part of the initial construction. After that, it's the homeowner's charge to maintain them. Mailboxes in need of paint or repair don't look great, don't operate well, and are a relatively easy fix. If your mailbox is badly damaged, a phone call to Posts & Pickets is a quick answer. They will install a new one for about \$40. By the way... the mailboxes are the property of the U.S. Postal Service. Sticking flyers on them or putting unstamped mail in them is frowned upon.

### OUTDOOR STRUCTURES

Before installing outdoor structures such as mechanical equipment, refuse collection facilities, play equipment, swing sets, gazebos, and other yard decorations, consider your neighbors. Will your structure be visible to them? Infringe on their view or privacy? Create noise or hinder their enjoyment of their porch or patio? The best projects are those that are built with your neighbor's blessing. Who knows, maybe they will have a great idea or be willing to help you build it!

### PARKING

Imagine sitting on your front porch, enjoying a great book, looking up at what used to be a lovely view of the house across the street, and you're now glaring at the broadside of a motor home. Long-term parking or storage of boats, trailers, campers, motor homes, or similar vehicles on any street or lot in Southern Village isn't allowed for good reason. It affects people. It creates dangerously tight tolerances for cars, bicycles, buses, and emergency vehicles passing through our narrow streets. And, there are alternative places where these vehicles would not create unease. If a neighbor needs to ask you to move a vehicle of this type... it has parked there too long.

### PARKS & COMMON AREAS

Numerous green spaces and small parks are located throughout the neighborhood. Along with the large, multi-purpose field (Town Park), these areas are for all Southern Village residents and their guests to enjoy. They are all maintained by the HOA. The greenway and bike path are owned and maintained by the Town of Chapel Hill. These parks and walkways are a treasure in an otherwise dense neighborhood. They are ours to use freely; they are ours to keep clean. The neighborhood chose not to spoil these areas with trash containers and signs, so please do not leave your belongings behind.