

This is a summary of the “Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm” recorded on 2/11/2021 with Wake County Register of Deeds. The intent of this document is to provide a quick reference to the declarations.

It’s important to note:

1. **This document does not supersede the referenced declaration document. Any errors in this document do not grant additional or remove any privileges or responsibilities as documented in the referenced declarations document.**
2. This document doesn’t address every Article, Section or Subsection in the declaration. Homeowners need to be aware of all of those items in the referenced declaration document.

Item	HOA Responsibility	Owner Responsibility
Assessments – Reserves (Article 5, Section 3)	Fulfill fiduciary responsibilities that the Reserve funds will provide for the required longer-term responsibilities for home care	
Assessments – Maximum Annual Assessment (Article 5, Section 4)	Board is authorized to raise by no more than 15% without a vote. Higher than 15% requires an approval vote of 67% of the voting members present (each household) for approval with notification 10-60 days prior to the voting day.	Understand the proposed budget and the rational for the amount recommended by the Board and participate/vote accordingly
Assessments – Capital Improvements (Article 5, Section 5)	A special one year assessment can be levied, with the approval of 67% of the voting members present for approval with notification 10-60 days prior to the voting day. This assessment can be for any “special project(s)” that improve the Common Area(s) or for improvement/maintenance of homes.	Understand the proposed project(s) and the rational for the amounts recommend by the Board and participate/vote accordingly.
Assessments – Special Individual (Article 5, Section 8)	A special assessment can be levied for an individual homeowner as necessary due to issues caused by homeowner or those associated with the homeowner that must be addressed by the HOA	Responsible for keeping their home cared for
General Provisions (Article 6, Section 1, subsection c) - ARC	Review and approve or deny requested from Homeowners within 45 days of a request	Any external changes, alternations, improvements must be requested via an ARC request in TownSq.
Maintenance of Lots (Article 6, Section 3)	HOA is responsible for (as normal care/maintenance):	Homeowners are responsible for:

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	a) Lawns, plants, shrubs, trees installed by Builder/Developer/HOA b) Power-washing c) Paint/Staining d) Repair/Replacement of external building surfaces including siding and trim e) Painting/Staining of exterior doors, including garage doors f) Repair/Replacement of roofs, gutters and downspouts	a) Insurance to cover reconstruct and repair damage caused by casualty loss, negligence or intentional acts, acts of God, or similar events b) Lawn care in area within fenced area c) Plants, shrubs, trees planted (with ARC approval) by the homeowner
Maintenance of Lots by Owners (Article 6, Section 4&5)	If the Association is required to do work for an individual home due to negligence or willful act of the homeowner, the association may assess that individual homeowner the cost of performing that work	Homeowners are responsible for: a) Litter, trash, refuse, waste b) Area(s) inside fenced area(s) c) Exterior lighting, heating and air conditioning equipment, fixtures and equipment d) Windows, window glass, other glass surfaces, exterior doors (except painting/staining) garage doors (except painting/staining), screens, window and door fixtures and hardware e) Repairing and painting and care of interiors f) Repairing, painting and maintaining for fences, decks, patios, stoops, porches, stairs, steps, driveways, walkways and other exterior improvements performed by the homeowner (with ARC approval) g) Preventing and correcting unclean,

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		unsightly or unkempt conditions of the Lot h) Improvements not part of the original construction approve by the ARC i) Repairing, replacing, and painting the exterior if impacted by work done by or at the request of the homeowner j) Pest Control k) Complying with all governmental health and police requirement
Roofing – Article 6, Section 6		Roofing must be asphalt shingle type or metal, unless otherwise approved by the ARC
Use Restrictions – Article 7, Section 4 - Animals	No animals, livestock or poultry of any kind except for dogs, cats or other household pets (no exotic animals or animals that require a permit)	No pets can run free and must be leashed when off the owner’s property
Use Restrictions – Article 7, Section 7 – Leasing	An owner’s residence can be leased	Only the whole residence can be leased, not for less than 6 months, have a written contract, have proof that the lessee(s) has been given the declarations
Use Restrictions – Article 7, Section 9 – Fencing	No fencing or fencing-type barrier of any kind shall be erected unless approved by the ARC	Fences, walls or hedges can not extend past the rear corners of the Dwelling Unit. Homeowners are responsible for area(s) located within the fenced area(s). ARC approval is required
Use Restrictions – Article 7, Section 10 - Signs	No signs excepted note in Homeowner section. No signs can be posted in Common Areas without Board approval	No signs except: a) 1 professional “For Sale” or “For Rent” signs not in excess of 18”x18” and a maximum height of 2 feet b) Professional Security Signs c) Legal proceedings may be posted d) Temporary signs to announce special events

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		(e.g., birthdays) but no more than 24 hours before and removed immediately after the event e) 1 political sign with a max size of 24"x24" posted no more than 45 days before an election and removed 7 days afterward
Use Restrictions – Article 7, Section 14 – Parking	No parking in common area nor on the street. No boats, trailers, commercial vehicles, campers, motor homes, tractors, golf carts, motorcycles, recreational vehicles or other similar items unless screened AND approved by the ARC	Each Owner needs to utilize their garage and driveway for parking their or their guests' vehicles
Use Restrictions – Article 7, Section 15 – Antennas and Satellite Dishes	No radio, television or other antenna, aerial or satellite dishes may be installed without ARC approval.	Exceptions are: a) Satellite Dish – one meter or less, located on the rear exterior wall or roof and painted to match the exterior b) Other Antennas – one meter or less to receive video programming services via broadband radio services, located on the rear exterior wall or roof and painted to match the exterior Any damage to or by these items are the homeowners' responsibility
Use Restrictions – Article 7, Section 16 – Solar Collectors	Solar Collectors are permitted but need ARC approval	Solar collectors need to be positioned where they won't be visible by a person on the ground a) On the façade of a structure that faces areas open to common or public access b) On a roof surface that slopes downward toward the same areas open to common or public access

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		c) Within the area set off by a line running across the façade or the structure extending to the property boundaries All supports, wires, mounting hardware and other portions of the solar collector must be painted to match the color of the roof or wall. Any damage to or by these items are the homeowners' responsibility
Use Restrictions – Article 7, Section 17 – Garbage Receptacles	All garbage shall be stored in receptacles, which are picked up and disposed of according to Town of Cary's schedule	Receptacles shall be placed on the Lot in areas approved by the ARC except for the purpose of garbage pickup. All garbage receptacles must be kept in the enclosed garage except on the day of garbage pickup.
Use Restrictions – Article 7, Section 20 – Windows, Blinds, Doors and Awnings	Only white exterior facing items are permitted. No security bars. Metal fold-down awnings and canopies are prohibited	Any exception requests need ARC approval
Use Restrictions – Article 7, Section 27 – Aged Restricted Housing	No less than 80% of the occupied Lots will be age-restricted and will be used only for the housing of persons at least 55 years of age or older, their spouses and their children who are 19 years of age or older. Every 2 years the Association shall conduct a survey to maintain a database to verify age compliance. This survey shall be maintained on a confidential basis.	Any owner may request, in writing that the Board make an exception based on a hardship that is substantiated by documentation supplied with the written request. Homeowners are required to respond to the Association a survey to be conducted every 2 years to evaluate compliance to the "Aged Restricted Housing."
Use Restrictions – Article 7, Section 28 – Drainage and Grading		No homeowner may take any action including grading, filling, or alteration of swales or other stormwater drainage measures that would tend to change or impact the drainage of the Lot, other Lots or the Common Areas without approval of ARC
Use Restrictions – Article 7, Section 29 – Generators	Permanent Generators are not permitted to be installed on a Lot. The Board may enact reasonable	Portable generators are permitted for temporary use only in the event of a power outage or

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	rules and regulations regarding the placement of portable generators as well as approved hours of operation.	construction projects unless approved by the Board.
Use Restrictions – Article 7, Section 30 – Pest Control	The Board shall provide for an annual termite inspection of all TOWNHOME Lots and spot treatment where necessary based on the inspection. This service to Townhome lots will be charged back to the homeowners of the Townhome lots. The Board can, at the approval of the community, provide termite inspections for all homes but this is NOT CURRENTLY IN THE BUDGET.	Homeowners of non-Townhome lots will procure for themselves, pest control (including for termites) inspections and services. Townhome owners will need to pay the extra charge that will be assessed to them for this service.
Use Restrictions – Article 7, Section 31 – HVAC Relocation		Homeowners are not permitted to relocate HVAC Equipment from its original location without ARC approval.
Use Restrictions – Article 9, Section 1 – Single Family Detached Lot Insurance	The Association shall not maintain any type of insurance coverage on a Single Family Detached Lot. The Board may require Homeowners to submit proof of insurance coverage.	Each Homeowner of a single family detached lot shall maintain property or casualty insurance for loss or damage by fire or other hazards commonly insured under an “all-risk” policy and coverage shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the Dwelling Unit on the lot and as well as any improvements on the Lot
Use Restrictions – Article 9 – Section 2 – Townhome Lot Insurance	The Association shall procure and maintain an insurance policy providing “Special Perils” coverage for the “Building Shell” of each Townhome building in an amount not less than 100% of the insurable replace cost of the building(s). Payment of the Deductible amounts could be charged to the Association based on the reason for the loss. The cost of this insurance is considered “Common Expense of the Association.”	Townhome Owners are required to obtain insurance that would cover the “interior” items. Payment for Deductible amounts could be charged to the Townhome Owner based on reason for the loss. See this section for complete details.

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Use Restrictions – Article 9, Section 3 – Other Insurance	The Association shall maintain insurance (as Common Expense) to cover: 1. Liability Insurance 2. Property Insurance for Common Areas 3. Other Insurance (see section)	
Use Restrictions – Article 10 – Party Wall for Townhomes		Townhome owners should read this section thoroughly to understand their responsibilities to their immediate neighbor.
Use Restrictions – Article 11, Section 3 – Amendments	In order to amend these declarants at least 67% of the homeowners must approve (orally or in writing) the amendment change.	