

MAIN STREET SQUARE

TOWNHOMES
&
SINGLE FAMILY HOMES

Architectural Guidelines and Rules & Regulations

JUNE 2015

**THIS DOCUMENT REGULATES THE DISPLAY OF POLITICAL SIGNS AND THE FLAG OF THE
UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA.**

INTRODUCTION

Purpose of Design Guidelines

Main Street Square is a commercial and residential Association which contains commercial buildings, residential apartment buildings, townhomes and single family homes. Main Street Square Townhomes is a residential townhouse development and, as such, the original tract of property was designed by the developer (“Declarant”) and approved by the Town of Holly Springs as a self-contained, deed-restricted community, having its own covenants and order-of-rule under which all property owners would live and abide and which would provide for the maintenance of all Common Areas and improvements thereon. Appropriate restrictions were established so that the aesthetics, appearance, standards, etc. for the community could be defined and codified for all Owners based on the recorded covenants for the community. These Architectural Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. In addition, these Guidelines are established to give the homeowner some degree of assurance that the actions of all members of the community would be directed so as not to adversely impact another Owner’s quiet enjoyment or property value.

The architectural standards and use restrictions set forth in this document are for the purpose of protecting, maintaining, and enhancing the value and desirability of the real property located in the Main Street Square Townhomes Community. The By-laws and Declaration of Covenants, Conditions and Restrictions support the Board’s ability to adopt and publish these Guidelines with specified architectural standards and use restrictions and to amend them from time-to-time, when and if required.

No improvement of any kind shall be erected, placed or maintained, and no addition, alteration, modification or change to any improvement shall be made without the prior written approval of the Declarant, during the Declarant control period, or the Board after Declarant has transitioned control (or an appointed Architectural Committee of either the Declarant or the Board, as the case might be). No building permit for any such improvement or change shall be applied for or obtained, nor shall any major landscaping or re-landscaping of any Lot be commenced or made (such construction, alteration and landscaping are hereinafter referred to as the “Improvements”) until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Declarant. Construction must be accomplished in strict conformity with such plans as approved, unless otherwise expressly agreed to in writing by the Declarant. The Declarant shall have the sole right, authority and complete discretion to approve or disapprove the plans and specifications for any reason, including, but not limited to, exterior colors and appearance, landscaping, location of the structure or structures, and aesthetics. Declarant shall not approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Community. In addition to setting standards, these Design Guidelines establish a process for review of proposed modifications to Lots and Dwellings to ensure that all sites within the community are developed and maintained with the consistency envisioned by the Declarant of the Main Square and Main Street Square Townhomes and single family homes in the community.

Government Permits

To the extent that City and County Ordinances or any local government ordinances, building codes or regulations require a more restrictive standard than the standards set forth in these Design Guidelines or the Declaration of Covenants, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Declaration and the Design Guidelines (in that order) shall prevail.

Review Structure

The Townhome Association handles all architectural reviews and violations for townhome owners and the Main Street Square Association handles all single family homes. Initially the Declarant, and thereafter the Board of Directors of The Main Street Square Townhomes Owners Association, Inc. and Main Street Square Inc. (or its appointed Architectural Committee) handles architectural control and design review for the townhome community and single family homes, respectively. The Board has exclusive jurisdiction over all matters relating to modifications to existing structures and landscaping, as set forth in the Declaration of Covenants. The Board shall review plans and specifications for all modifications and landscaping on any Dwelling or Lot, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may promulgate additional design standards and review procedures consistent with these Design Guidelines. Information regarding the "appeals process" can be found herein.

DESIGN REVIEW PROCESS

Review of Proposed Modifications

The review of the proposed modifications shall require the submission of an application to the Board. An application form can be obtained on the Charleston Management website at www.charlestonmanagement.com or by calling Client Services at 919-847-3003. Depending on the scope of the modification, the Board may require the submission of all or some of the plans and specifications listed below. In the alternative, the Board may require a less detailed description of the proposed modification.

Application Process

The Board will require a set of modification plans in addition to the submission of an application. The preferred method of receipt is via email to: info@charlestonmanagement.com. If the e-mail option is not viable, the application and plans should be submitted to the following address: Charleston Management, P.O. Box 97243, Raleigh NC 27624. FAX: 919-848-1548. Do not fax if the Board needs to review colors.

Generally, drawings of the proposed change should be submitted (to scale) which show relationships to existing structures, landscaping, lot lines, and setbacks (distance from property lines) for all proposed improvements. These drawings should include a "site plan" and an elevation plan along with any additional information which could help the Board visualize the project. For further descriptions of the five (5) elements that follow [floor plan, elevations, exterior finishes, landscaping plan, and other], please refer to applicable sections of this document.

Floor Plan

Showing decks, patios, trash enclosures, HVAC equipment and utilities related to the residential dwelling.

Landscaping Plan

Showing location of trees, protection of existing vegetation, use of plants and other landscaping details. For further information see "Landscaping and Site Standards" section of this document.

Other

Such other information, data and drawings as may be reasonably requested, including, without limitation, irrigation systems, drainage, lighting, and other features.

Review Criteria: Recommendations & Variances

While the Design Guidelines are intended to provide a framework for modifications, they are not all inclusive. In its review process, the Board may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish grade elevation among other factors; however, the Board will not grant approval for a proposed modification that is inconsistent with the Design Guidelines, unless the Board grants a variance.

Variances may be granted in some circumstances, which include, but are not limited to, topography, natural obstructions, hardship, municipal requirements or environmental considerations. The Board shall have the power to grant a variance from strict compliance in such circumstances so long as the variance does not result in a material violation of the Declaration of Covenants. No variance shall be effective unless in writing and supported by all members of the Board. Variances granted do not set a precedent for future variances of same or similar nature.

Review Period

Each application and plan submittal shall be approved or disapproved within 45 days of receipt of all materials required by the Board. One set of plans shall be returned to the Applicant accompanied by the Board's decision. The other copies are for the Association's records. **The Board's decision shall be based upon a majority vote of the Board and shall be rendered in one of the following forms:**

1. "Approved" The entire application as submitted is approved.
2. "Approved with Conditions" The application is not approved as submitted, but the Board's direction for curing objectionable features or segments are noted. The applicant must correct the plan's objectionable features or segments and the Applicant may be required to resubmit the application and receive approval prior to commencing the construction or alteration.

3. "Denied" The entire application as submitted is rejected in total.
4. "Variance" Designated as an exception from the stated guidelines for a specific reason.

If the Board fails to respond within 45 days of receipt of a complete application, approval shall be deemed granted.

As a condition of approval under this section, each Owner and all successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration.

Approval of plans for any proposed modification shall not set a precedent for future applications.

Appeal

If an initial application is denied, an Applicant shall have the right to appeal by resubmitting the application information, documents, and fees (if applicable) set forth above to the Board. The second submittal shall be considered only if the Applicant has altered the plans for modification or has new information, which would in the Board's opinion, warrant a reconsideration. If the Applicant fails to appeal a decision of the Board, the Board's decision is final. Appeals will be reviewed at the next regularly scheduled Board Meeting provided the basic design guidelines set forth in this document are met and the Board is supplied with the application documents at least 7 days prior to the scheduled board meeting. This final appeal shall be only deemed approved if the applicant receives written notification from the Board. As the Board may only meet quarterly, approval shall not be assumed to be granted if the Board does not respond within 45 days.

City / County Approval

The review and approval of plans and specifications by the Board shall not be a substitute for compliance with the permitting and approval requirements of the City, County or other Governmental Authorities. It is the responsibility of the Applicant to obtain any and all necessary permits and approvals.

Implementation of Approved Plans

All work must conform to approved plans. If it is determined by the Board that work completed or in progress on any Dwelling or Lot is not in compliance with these Design Guidelines or any approval issued by the Board, the Board shall, directly or through the property manager, notify the Applicant in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance and shall require the Applicant to remedy the same. If the Applicant fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration of Covenants and these Design Guidelines and the homeowner (property) shall be subject to a daily monetary fine.

Time to Commence

If construction does not commence on a modification for which plans have been approved within ninety days of approval, such approval shall be deemed withdrawn unless the applicant requests, in writing, additional time from the Board.

Time to Complete

The Board shall include, in any approval, a maximum time period for the completion of any modification. If no maximum time period is specified in the approval, the modification shall be completed within 180 days of its commencement. The Applicant may request an extension of such maximum time period not less than fifteen days prior to the expiration of the maximum time period, which the Board may approve or disapprove.

Changes After Approval

All proposed changes to plans, including but not limited to, changes that affect the exterior of any building, colors, windows, grading, paving, utilities, or landscaping made after plan approval must be submitted by the Applicant and approved in writing by the Board prior to implementation of such changes. Close cooperation and coordination between the Applicant and the Board will ensure that these plan changes are approved within 15 days of submittal to the Board.

If the City or County, or any other authority having jurisdiction, requires that changes be made to final modification plans previously approved by the Board, the Applicant must notify the Board of such changes and receive approval from the Board prior to implementing such changes (as outlined immediately above).

Enforcement/Fines

In the event of any violation of these Design Guidelines, the Board may take any action set forth in the Bylaws or the Declaration, including levying a fine or penalty for the violation of the Declaration and /or rules and regulations promulgated herein. The Board may also remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Dwelling/Lot upon which such violation exists.

DESIGN & APPEARANCE STANDARDS

The following specific site criteria shall apply to all proposed modifications within the community unless the Board grants a variance. These guidelines may be modified from time to time and are not inclusive of all architectural standards which may be adopted by The Main Street Square Townhomes Association, Inc. Applicants are responsible for obtaining all necessary building and site permits.

Please note that immediately following each subject title below, the words “SF” and/or “TH” will appear after it, indicating whether this particular subject matter relates to single family home s (SF) or townhomes (TH).

Air Conditioning Equipment (SF/TH)

No air-conditioning or heating apparatus, unit or equipment may be installed on the ground in front of, or attached to, the front wall of any Unit. No window, wall or portable air conditioning units are permitted.

Accessory Structures (SF)

No storage buildings, sheds, animal pens or other buildings, other than a Dwelling and its garage shall be erected on a Lot. No structure of a temporary nature may be used temporarily or permanently as a residence. No accessory structures will be allowed on townhome lots.

Alterations (SF/TH)

No Person shall undertake, cause, or allow any alteration or construction or upon any portion of the Townhome Common Elements except at the direction or with the express written consent of the Association.

Curtains/Window Treatments (SF/TH)

No Owner shall place on or about any windows any metallic foil or other coating, substance or material which similarly acts as a reflector of light nor shall an Owner place newspaper, cardboard, towelsbedsheets or similar materials in any window. All window treatments must be in keeping with the overall scheme and aesthetics of the Property (e.g curtains, blinds, and shutters) and must be white or off-white in color.

Clothes Drying (SF/TH)

Clotheslines or drying yards shall not be located upon a Lot without the prior written consent of the board, which consent may be conditioned or withheld in the sole discretion of the Board.

Exterior Appearance of Unit (SF/TH)

Door decorations, potted plants, exterior furniture, and grills must be kept clean and in good condition at all times. All grills must be stored at the rear patio area only; no grills are permitted in the front yard, side yard, or driveway area. All furniture must be specifically designed for outdoor use. Cleaning equipment such as mops, brooms, buckets, or storage boxes, bins, etc. may not be stored anywhere on the exterior of the unit. Yard art/ornaments, though a personal touch, must not be excessive in quantity or size. Each Owner is requested to keep any yard art/ornaments to a minimum and let the natural landscaping of the units be the focal point of the yard. The Board is empowered, however, to limit the number and size of these items when, in its sole discretion, they are deemed excessive.

Exterior Lighting (SF/TH)

Except for seasonal holiday decorative lighting, all significant exterior lighting changes must be approved by the Board. The Board may take into consideration the visibility and style of the fixture and its location. Exterior lights shall be conservative in design and as small in size as practical. Lights shall be directed toward the house or grounds and limited to 35 watts maximum power. Low voltage (12 volt) lighting is preferred.

Fences (SF)

Fencing is not permitted on townhome lots.

Fencing requests will be reviewed on a case-by-case basis due to the high density and drainage areas within the community. Any fence installed within the community must meet all requirements of the Zoning Ordinance and must be approved by the Board prior to installation. Chain link fencing or wood fencing is prohibited. **Fence Specifications are attached as Exhibit A.**

Firearms (SF/TH)

There shall be no discharging of firearms, guns or pistols of any kind, caliber, type or method of propulsion and no hunting of any type shall be carried on or conducted on the Property.

Flags (SF, TH)

No pole or other device for the display of a decorative flag shall be erected or displayed on or about the exterior of a single family home or townhome unless approved in advance by the Association. In the event that the Association approves installation of a pole or device for the display of decorative flags, any such flags displayed by an owner of the Living Unit shall be in good taste and shall not contain lewd or offensive displays or material. The display of the flag of the United States or North Carolina is permitted as long as its size is no greater than 4 feet by 6 feet and it is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. § 5-10, as amended. No flag (North Carolina or United States included) of a size greater than 4 feet by 6 feet shall be displayed or erected on or about the exterior of any single family home or townhome.

Fuel Tanks.(SF, TH)

No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacle may be installed only within an accessory building or within a screened area, or buried underground.

Garages (SF, TH)

No garage on any Lot may be enclosed for living spaces. Overhead garage doors, when not in use, must be kept in the closed (down) position for safety as well as aesthetic reasons.

Gardens, Garden Containers. (SF, TH)

Due to the nature of a townhome community and the contracting out of the exterior maintenance of the grounds to a lawn maintenance contractor, no garden plots or raised beds shall be permitted within the community. Vegetables or herbs for human consumption may be grown in pots on the rear deck or patio.

Small raised garden beds or plots are permitted in the rear yard of single family homes with prior approval from the ACC.

Home Businesses (SF, TH)

No trade or business of any kind shall be conducted upon any Lot or part thereof, except as may be approved by the Board of Directors on a case-by-case basis after petition by an Owner. Provided however, that any such approved business must be conducted entirely within the confines of the house or garage of an Owner and must not create, among other things, a nuisance to the neighbors, or create among other things, excessive noise, traffic, odors or unpleasant appearances. Once permission is granted by the Board of Directors for such a business, the Board of Directors automatically retains the right to terminate approval of such business for violation of the above conditions or any other conditions stated in the Board's initial approval and the Owner shall terminate such business within thirty (30) days after receipt of notice from the Board. Any approval is also subject to the following requirements: The occupant obtains all necessary governmental licenses and approvals (including, without limitation, a special use permit, if required) for the conduct of such business in the Unit and the business is otherwise owned and operated in compliance with all applicable laws and regulations; no sign advertising or otherwise acknowledging the business is permitted; the business activity does not involve door-to-door solicitation of residents; the business activity is not a nuisance, a hazardous or offensive use, or a threat to the security or safety of others; and nothing shall be kept and no activity shall be conducted on the property which will increase the rate of insurance applicable to residential use and no insurance claims may be filed with regard to any business related loss.

The foregoing shall prohibit individual yard/garage sales by an Owner, but the Association may hold up to two (2) community wide yard/garage sales annually.

Insurance (TH)

Townhome owners should refer to Page 11 of this document and to Attachment C for information regarding what portions of their unit are covered by the Association's insurance policy. Single family homes are individually insured by the owners of the units.

Leasing (SF, TH)

Each Lot is hereby restricted to use by the Owner thereof, his employees, servants, guests, invitees and lessees. Lot Owners may lease the entire Lot but all leases and subleases must be in writing and the term must have a minimum duration of six (6) months. Any lease agreement shall be required to provide that the terms of the lease shall be subject to the provisions of the Declaration and the Association Bylaws and its rules and regulations, and that any failure of a lessee or sub lessee to comply with the terms of such documents shall be a condition of default under the lease.

Parking (SF, TH)

No boats, jet skis, trailers, campers, ATVs, motor homes, trucks or tractors shall be parked on any Lot, on the Common Elements or on any right of way of any roads or streets within the Property or adjoining the Property by any Lot Owner, its family members, tenants or contract purchasers, except inside an enclosed garage located on a Lot. The legal requirements of the Town of Holly Springs require that no vehicles shall be parked in any alley, nor shall vehicles extend beyond the edge of any driveway into the alley drive. The Owner of each unit shall park his/her vehicle(s) either in the garage or in the driveway of that Unit and upon request, shall provide the Association with the make, model, color and license plate number of each vehicle owned or normally driven by the Owner and his family, any person regularly residing with the Owner, and/or any lessee or sub-lessee of such owner.

The Board of Directors shall have the authority to implement and enforce additional parking regulations and to tow any vehicle parked or maintained in violation of the adopted parking rules and regulations and the cost of towing and storage shall be the responsibility of the vehicle owner or the owner of the Lot to which the vehicle is registered.

Noise, Nuisances, Offensive Behavior (SF, TH)

No noxious, illegal or offensive trade or activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.

Unreasonable noise and nuisances should be reported to the Holly Springs Police Department 919-552-7110. **Refer to Exhibit B, Holly Springs Noise Ordinance, for additional information.**

Pets (SF, TH)

All owners are subject to the Holly Springs Animal Control Ordinance, which can be found at the following web address: (<https://library.municode.com/index.aspx?clientId=13360>). If you experience problems with animals on your property or in the common areas, please contact the Town's emergency communications center at (919) 557-9111 or dial 911 if there is an imminent threat to safety with the animal involved.

No animals, livestock or poultry of any kind shall be kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and they do not become a nuisance to the neighborhood. The Board of Directors has the right to determine whether or not a particular animal is a nuisance and to require its removal or if there are more than a reasonable number of cats, dogs, and other household pets. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. All animals shall be on a leash when outside the Owner's dwelling. The owner of such a permitted animal shall be responsible for removing and cleaning up any excrement deposited by such animal on any Lot or the Sub-Association Common Area.

In accordance with Holly Springs Animal Control Ordinance, it shall be unlawful for any owner or keeper to permit an animal to be at large. The animal control department can confiscate any animal found to be at large and impound such animal at the county animal shelter. This specifically includes, but is not limited to dogs and cats.

It shall be unlawful for any owner to permit an animal to run at large, so as to create a public nuisance. For the purpose of this section, public nuisance includes, but is not limited to, the following: (1) Animals that habitually or repeatedly disturb, interfere with or annoy human beings while not in the mode of attack; (2) Animals that tip over garbage containers, or damage gardens, flowers or vegetables; or in the case of a female animal, one that is not confined in a secure enclosure during estrus.

Animals shall not be permitted to reside solely outdoors in an enclosed yard.

Satellite Dishes, Antenna and Roof Structures (SF/TH)

All rooftop devices are prohibited except for antennae specifically covered by the Telecommunications Act of 1996, as amended from time to time.

To the extent that the reception of an acceptable signal would not be impaired, a satellite dish not to exceed one meter in diameter may be installed only if it: (i) is located in the rear or side yard of the Lot; (ii) is not visible from any street (whether by location or screening); (iii) is integrated with the Dwelling and surrounding landscape; and (iv) is approved pursuant to Article VI of the Master Declaration.

Signs (SF/TH)

Except as otherwise required by the City, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than 24 inches X 24 inches advertising the property for sale. No "For Rent" signs are allowed on the Property or on any Lot.

Political signs of not more than 24 inches by 24 inches feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs are allowed on a Lot, provided that they are not placed on a lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election.

Screens (TH)

Window screens shall be installed at all times on all windows in any townhome, in order for there to be a consistent appearance among townhomes.

Stoops, Driveways, Decks and Patio Areas (SF/TH)

Grills, patio furniture and potted plants are permitted on patio areas and decks. Suitable furniture (of scale and construction) and appropriately potted plants are permitted on front stoop.

Storm Doors (SF/TH)

Storm doors may be installed on the front or rear doors of a home provided that the following criteria are met: 1) door must have full view pane of glass with no etchings or tint; 2) frame of door must be the same color as the existing door trim; and 3) the hardware metal on the storm door must match the hardware on the existing door.

Swimming Pools, Sauna, Hot Tubs (SF/TH)

No sauna, hot tub, above ground or below ground swimming pool of any type is permitted at any townhome. Prior approval is required for a sauna, hot tub or below ground swimming pool at a single family home. No above ground pools are allowed on any Lot or upon the Common Areas.

Temporary Structures (SF/TH)

Temporary structures are prohibited. Approval by the Board is required for temporary canopies/tents that are erected for special occasions.

Trailers, etc. (SF/TH)

No trailer, tent, mobile home, modular home or other structure of a temporary character shall be placed upon any Lot at any time.

Trash & Recyclables (SF/TH)

All trash must be placed in the proper receptacle provided by the municipality. No trash may be left outside of a unit at any time. Trash cans and recycle bins must be stored in the garage or concealed from view utilizing an approved screen so as not to be visible from the street upon which the Unit fronts. Trash and recycling bins may be placed at the curb the night immediately preceding scheduled collection. Trash and recycle bins must be returned to the garage or concealed from view on the same evening as collection takes place.

Utilities (SF/TH)

Owners are responsible for any damage to the common area as a result of the installation of service lines to their units from utility companies other than the electric, phone, cable TV, water, sewer, and gas. Pipes, wires, and other utility facilities shall be kept and maintained underground.

Vehicle Repairs (SF/TH)

No vehicle repairs or maintenance shall be conducted anywhere on the Property, except in the garage and concealed from view.

Yard Sales (SF/TH)

Individual yard/garage sales by an Owner are prohibited, but the Association may hold up to two (2) community wide yard/garage sales annually.

LANDSCAPING AND SITE STANDARDS

Landscaping is an essential element of design in the neighborhood and is also an integral part of maintaining property value and neighborhood continuity. Preservation of existing vegetation must be considered in establishing and maintaining the landscape design.

Maintenance

The original landscaping installed at each townhome unit by the Builder will be maintained after closing by the Association's landscape maintenance contractor. However, watering of sod and plants during dry weather conditions is the responsibility of the individual homeowner; the Builder extends no warranty as to landscaping after closing. The HOA may charge a townhome homeowner with the cost of replacing any dead sod or plants due to neglect to water when needed. Sod or plants that die due to fungus, insects, disease, storm damage, etc. shall be replaced by the HOA.

Single family homeowners are responsible for the care, maintenance, and replacement of all landscaping on their lot.

Single family homeowners are responsible for regularly mowing, weeding, watering and edging the lawn on their lot. The planter beds should be kept weed-free and mulch or pine straw should be regularly refreshed on the Lot, but no less than annually.

Drainage

Drainage of the property must conform to all Town of Holly Springs requirements. All drainage and grading must be indicated on the proposed plans submitted to the Board. There shall be no interference with the established drainage pattern over any property except as approved in writing by the Board.

The established drainage pattern is defined as the drainage pattern engineered and constructed by the original builder prior to (or in some cases, immediately following) conveyance of title from the builder to the individual homeowner.

Landscaping shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house, and shall prevent water from flowing under, pounding near, or against the foundation of the dwelling. Water should flow fully over walkways, sidewalks, or driveways into the street.

CONSTRUCTION GUIDELINES***Inspections***

The Board may perform periodic informal inspections to ensure that work is being performed in conformance with approved plans and the design guidelines. All inspections are observations only and will not relieve the owner's obligation to obtain inspection approvals from the City, County, or other entity having jurisdiction.

Job sites not in compliance with these Design Guidelines or approved plans will be issued a Notice of Violation. Further construction is prohibited until the homeowner addresses the violation.

Construction Damages

Any damage to vegetation or common area facilities caused by the Applicant, their contractors, subcontractors, agents or employees must be corrected immediately to the satisfaction of the Board and the owner of the damaged property. If the damage is not corrected, the Association may repair such damage and assess the costs of repair to the Applicant.

Conduct

The applicant must ensure that all contractors and subcontractors control the conduct of their employees while working in the community. Loud music, profanity and other behavior, which is unbecoming, will not be tolerated. Employees violating this policy may be asked to leave the premises and may be denied future access to the community.

Site Cleanliness

All **work sites** must be maintained in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be cleared from the premise on a regular basis.

LIMITATION OF LIABILITY

Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications, neither the Declarant, Board of Directors, the members thereof, nor the Association or its Architectural Committee assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Declarant, Association's Board of Directors nor the officers, directors, members' employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against the Declarant, Association, committees, or the officers, directors, members employees, and agents of any of them to recover any damages

TOWNHOME ASSOCIATION MAINTENANCE**The Main Street Square Townhome Association will repair, replace and care for:**

Paint
Roofs
Gutters and downspouts
Exterior building surfaces
Trees shrubs, grass (Owners must water or HOA will not replace)
Sidewalks
Mailboxes
Fences installed by Builder
Exterior post lights

Main Street Square Townhome OWNERS are responsible for the repair, replacement and care of:

Windows, window frames
Doors door frames
Glass surfaces
Screens for windows and doors
Wood decks
Patios
Driveways
Any improvements contained within courtyards or areas secured by the owner or the repair or reconstruction of any improvements on any Lot.
All other structural components of a Living Unit that are not specified to be the responsibility of the Association, including reasonable repairs resulting from water infiltration from the exterior of the building.

TOWNHOME ASSOCIATION INSURANCE

The Association does provide fire and hazard insurance covering all buildings located on the Property, which shall afford protection against:

1. Loss or damage to property by fire or other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar to construction, location, and use as the buildings and improvements to be insured, including, but not limited to, vandalism and malicious mischief.

OWNERS shall procure at their sole expense coverage on the contents of their Living Units and liability insurance for occurrences within that Living Unit or Lot.

Nothing shall be kept, and no activity shall be conducted, on the Property which will increase the rate of insurance, applicable to residential use, for the Property or the contents thereof. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, in his townhome or on the Townhome Common Elements which will result in the cancellation of insurance or increase in insurance premiums on any portion of the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation.

When an insurance claim is filed on behalf a unit for insurable damages sustained to that unit, the owner of the unit is responsible for payment of the deductible. If the insurance claim covers more than one unit, it is divided evenly between the unit owners.

Refer to Attachment C, Main Street Square Townhome Owners Association-Insurance for further information.

EXHIBIT A

MAIN STREET SQUARE APPROVED FENCING SPECIFICATIONS SINGLE FAMILY HOMES ONLY

The approved fence for use at single family homes will be a 6 foot stockade fence with a rainbow scallop. The vertical support posts must be at least 3" X 3" with a decorative finial on top. The scallop may not exceed 6 feet at its highest point. The fence must be constructed with the "good neighbor" side out, ie. all vertical and horizontal supports must face into the rear yard of the owner. The fence must be installed no less than 6 inches from the property line and may begin no more than 10 feet forward of the rear corners of the home.



If an owner is adjoining to an existing fence, written authorization from the adjacent owner must be submitted with the architectural application. A fence will not be allowed to be located within a drainage easement unless the owner provides written authorization from the Town of Apex.

While no staining of the fencing is required, the fence must be maintained in good condition, with no broken, damaged or rotten boards.

EXHIBIT B

HOLLY SPRINGS NOISE ORDINANCE Excerpts pertaining to Community

Sec. 12-312. - **Noises** prohibited.

It shall be unlawful to create, cause or allow the continuance of any unreasonably loud, disturbing, annoying or frightening **noise**, particularly during nighttime, which seriously interferes with neighboring residents' reasonable use of their properties. **Noise** of such character, intensity and duration as to be detrimental to the life or health of any individual is prohibited.

Such prohibited **noises** deemed unreasonably loud, disturbing, annoying or frightening may include, but are not limited to, the following:

- *Yelling, shouting, whistling or singing.* Yelling, shouting, whistling or singing on the public streets or private property at nighttime.
- *Noisy parties.* Unreasonably loud **noise** generated by the congregating of people (or those participating in any part of) during nighttime.
- *Repair of motor vehicles.* The repair, rebuilding or testing of any motor vehicle during nighttime.
- *Radios, audio equipment, televisions, electronic devices or musical instruments.* The playing of any radio, audio equipment, musical instrument, television, electronic device or any such device during nighttime as to annoy or disturb the quiet, comfort or repose of any person or persons in any dwelling, hotel or other type of residence.
- *Animals.* The keeping of any animal or bird which by causing frequent or long-continued **noise** shall disturb the comfort and repose of any person in the vicinity.
- *Construction.* The erection, excavation, demolition, alteration or repair of any building or lot in a residential or business district other than between the hours of 7:00 a.m. and 9:00 p.m., except in the case of urgent necessity in the interest of public safety and then only with a permit from the code enforcement office, which permit may be renewed for a period of three days or less while the emergency continues.

Complete ordinance may be viewed at: <https://library.municode.com/index.aspx?clientId=13360>

EXHIBIT C

Main Street Square Townhome Owners Association -INSURANCE

Master Insurance Policy provided by Cincinnati Insurance Company

through TriSure Corporation Policy# ECP0232505

Effective 3/23/2014-2017

The master insurance policy provides coverage for **Building Coverage** which includes:

- o Completed additions
- o Fixtures, including outdoor fixtures
- o Cabinets
- o Base flooring
- o Permanently installed machinery and equipment
- o Building Glass
- o Permanently installed signs
- o Permanently installed awnings and canopies
- o Fire Extinguishing Equipment
- o Appliances that were a part of the unit at time of purchase/construction

The master insurance policy also provides coverage for **General liability and Umbrella liability on behalf of the Townhome Owners Association.**

As an owner at Main Street Square Townhome Owners Association, you should obtain a separate Homeowners Policy (HO-6) to provide coverage for your Personal Liability and your Contents, Personal Items, Appliances that belong to you such as Refrigerator, Washer, or Dryer, Window Coverings, and any Improvements or Betterments/Upgrades you've made to the unit beyond what came standard as part of your sales contract.

If you have any additional questions regarding the Master Insurance Policy, please contact Erin Lunsford at 919-719-5644 or email her at elunsford@trisure.com.