



Green Level Crossing Architectural and Landscape Guidelines

Revised 3/10/17

Architectural Control

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Section One

General

Introduction

WELCOME to the community! The Green Level Crossing is an exciting and vibrant place in which to live, and the people here wish to make it an even better place to call home through their continuing efforts to protect, maintain and enhance their property values.

The Green Level Crossing is what is known as a C.U.D. (Cluster Unit Development). This means that the original tract of property was site-planned, designed, and approved as a self-contained, deed restricted community which would have its own set of covenants and conditions and order of rule under which all property owners would live and abide, and which would provide for the maintenance of all Common Properties and improvements thereon (see your Master Covenants, Conditions, and Restrictions Documents). Conditions and restrictions were set so that aesthetics, congruity, appearance, safety, etc. would be defined and written guidelines would be promulgated (e.g. this handbook) to create an environment where over 1,000 homeowners could live in harmony. Each homeowner would then have some degree of assurance that the actions of all members of the community would be directed so as not to adversely impact their quiet enjoyment or property values (e.g. painting one's home bright orange; abandoning cars in the street or driveway; the keeping/breeding of vicious pets such as pit bulls; unkempt yards). In effect a C.U.D. is a "mini city" where there is a mayor (Board President), a city council (Board of Directors), a city manager (Property Manager), advisors (Committee Members), and citizens (Homeowners). The ultimate intent, then, of a C.U.D. is not to create a totalitarian environment where property rights are trampled, but rather a self-ruled community where its members (homeowners) look after their home and hearth and, ultimately, their investment through active participation in the governance of the community and on committees advising its appointed or elected leaders.

A well run C.U.D. makes for a pleasant community in which to live. This document sets forth the guidelines and procedures for making an application for approval for changes to the exterior of your home or yard (all exterior changes must come before the Architectural Control Committee, including any that are not covered in this booklet). Please read on and familiarize yourself with the information contained herein.

Governing Article

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee consisting of not less than three (3) or more than seven (7)

persons shall be appointed by the Association's Board of Directors and shall be responsible to the Board.

PURPOSE OF THE ARCHITECTURAL COMMITTEE

The Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner as (a) to promote those qualities in the environment and that bring value to the Properties and (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation, and topography.

REQUIREMENT

No building, fence, wall, residence, structure, or projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained, improved, or altered, nor shall any grading, excavation, tree removal, planting, change of exterior color or other work which in any way alters the exterior appearance of any Lot or improvement be done without the prior written approval of the Architectural Control Committee regarding (a) the harmony of its exterior design and location in relation to (b) the character of the exterior materials and (c) the quality of the exterior workmanship.

PROCEDURES

In the event the Architectural Control Committee fails to approve or disapprove in writing an application within forty-five (45) days after the plans and specification in writing have been submitted to it in accordance with adopted procedures, it shall be conclusively presumed that the Architectural Control Committee has disapproved such plans and specifications and other submittals. The applicant may appeal an adverse Architectural Control Committee decision to the Association's Board of Directors, who may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present.

GUIDELINES

The Architectural Control Committee shall, subject to the approval of the Board of Directors of the Association, develop and promulgate policy guidelines for the application of the design review provisions in this Declaration. The policy guidelines shall include (a) review procedures, (b) objectives of review, and (c) principles and criteria used as standards in determining the achievement of their required objectives. The policy guidelines may also include specific design practices that though optional, are generally acceptable methods for achieving the required objectives, in particular design problems frequently encountered in the Properties. The policy guidelines are intended to assist the Architectural Control Committee and the Owners of Lots in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of the Board.

Covenants, Conditions, and Restrictions

(The following is reprinted from the Declaration of Master Covenants, Conditions, and Restrictions, a copy of which you received at the time you contracted for your home purchase. It is found at the back of your homeowner's manual.)

ARTICLE VIII

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1. General. Notwithstanding anything contained in this Declaration to the contrary, no improvements, including, without limitation, site preparation on any Lot, change in grade or slope of any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, erection of or changes or additions in fences, hedges, walls and other structures, and landscaping, or any cutting of trees on any Lot, shall be commenced, erected or maintained on any portion of the Property, subject to the provisions of Article VIII, Section 7 hereof, until: (a) the Architectural Control Committee, appointed as hereinafter provided, has approved the plans, specifications and materials therefor and the location of such Improvements and has given its written approval for commencement of construction, all in accordance with the terms and requirements in the Architectural, Design and Landscape Guidelines; (b) the fees set forth in or contemplated in this Article VIII have been paid; and (c) the contracts identified in Article VIII have been executed. In addition to any standards established pursuant to this Declaration, Declarant may establish, by Additional Declarations, architectural and landscaping control standards, guidelines, and restrictions regarding various Phases or sections of the Property. The provisions of this Article VIII shall not apply to the construction of any Improvements commenced, erected, or maintained by Declarant on any Lot or upon any of the Common Areas or Maintenance Areas.

The Board may delegate to the Architectural Control Committee any powers or authority reserved or granted to the Board under this Article VIII.

Section 2. Composition of Architectural Control Committee. During the Period of Declarant Control, the members of the Architectural Control Committee shall be appointed by Declarant in its sole discretion. After the expiration of the Period of Declarant Control, the members of the Architectural Control Committee shall be appointed by the Board, in its sole discretion, which shall appoint three (3) members, one member for each of The Manors, The Woodlands and The Pines. The Board shall delegate the responsibilities of the Architectural Control Committee established during the Period of Declarant Control to the Architectural Control Committee. Until the Architectural Control Committee is appointed by the Board, the Architectural Control Committee established during the Period of Declarant Control shall be responsible for all matters. The members of the Architectural Control Committee shall be appointed annually and will be composed of three (3) members.

Owners shall only be appointed to the Architectural Control Committee to represent the Village in which they reside (for example, only the Owner of a Lot in The Woodlands may be appointed to the Architectural Control Committee to represent the interests of The Woodlands). In the event of the death or resignation of any member of the Architectural Control Committee, the party or body then having the authority to appoint members to the Architectural Control Committee shall have full authority to designate and appoint a successor, provided that such successor member is an Owner of a Lot in the same Village as the predecessor member. Members of the Architectural Control Committee may be removed and replaced at any time, with or without cause, and without prior notice, by the party or body then having the authority to appoint such members. Notwithstanding anything contained herein to the contrary, the Architectural Control Committee shall have the right, power, and authority to employ and/or use the services of any architects, engineers, attorneys, or other professionals as it deems necessary or advisable, in its sole discretion, to carry out the duties and obligations of the Architectural Control Committee as described in this Article VIII.

Section 3. Architectural, Design, Landscape and Protected Stream Buffer Guidelines.

- (a) The Architectural Control Committee shall, from time to time, publish and promulgate architectural, design, landscape, and stream buffer guidelines (the “Guidelines”). The Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for Improvements (including landscaping). The Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications to the Architectural Control Committee and the fees to be imposed by the Architectural Control Committee, as more specifically described in Article VIII, Section 8 hereof. In any event, the Guidelines may be revised and amended at any time by the Architectural Control Committee provided that they obtain the prior written approval of the Board (provided, however, after the Turnover Date the Guidelines shall not be revised or amended to allow less restrictive standards), and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials (for the construction of non- landscape Improvements) submitted to the Architectural Control Committee for approval.
- (b) The portions of the Guidelines addressing landscaping Improvements may establish approved standards, methods and procedures for landscaping, landscape management and landscape maintenance in the Property, including the removal of trees. Such authorized standards, methods and procedures shall be utilized by Owners and their contractors and subcontractors, and the approval by the Architectural Control Committee of any landscaping plan or other landscaping improvement in connection with landscaping on a Lot or other portion of the Property shall be based upon the conformity of such plan or improvement with the Guidelines.
- (c) The Architectural Control Committee is also hereby authorized to publish and promulgate from time to time, and revise and amend at any time in its sole discretion, construction rules to be followed by all Owners and builders performing work or constructing or installing Improvements (including landscape Improvements) on the Property.

- (d) The Architectural Control Committee may issue and amend the Guidelines from time to time and may publish and promulgate different Guidelines for different Phases, sections, or portions of the Property subject to the prior written approval of the Board.

Section 4. Definition of “Improvements”. The term “Improvement” or “Improvements” shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; roofed structures; parking areas; fences; “invisible” pet fencing; pet “runs,” lines and similar tethers or enclosures; walls; irrigation equipment, apparatus and systems; landscaping (including cutting or removal of trees); hedges; mass plantings; poles; driveways; ponds; lakes; changes in grade, slope or drainage patterns; site preparation; swimming pools; hot tubs; jacuzzies; tennis courts; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs; exterior illumination; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Control Committee, provided such replacement or repair does not change exterior colors, materials, designs, or appearances from that which were previously approved by the Architectural Control Committee.

Section 5. Enforcement.

- (a) It is Declarant’s intent that the architectural control provisions of this Declaration and any Additional Declarations are to permit control of the architectural design and landscaping and to establish quality standards for construction and construction activity in the Project and to help preserve values of properties in the Project. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Project and to Declarant, and to the values of their respective properties in the Project, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this Article VIII by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves and grants unto the Architectural Control Committee, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Control Committee or the Board whether there exists any construction of any Improvement which violates the terms of any approval by the Architectural Control Committee, the terms of the Guidelines, the terms of this Declaration or any Additional Declaration, or the terms of any amendments hereto or thereto.
- (b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner’s Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvements) if such Improvements were commenced or constructed in violation of this Article VIII. In addition, the Association may, but has no obligation to, cause such restoration, demolition, and removal to

be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot or portion of the Property upon which such Improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of the Guidelines, the Association shall be entitled to recover court costs, attorneys' fees and expenses incurred by the Association and/or the Architectural Control Committee in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot or other portion of the Property upon which such Improvement was commenced or constructed.

Section 6. Failure of the Architectural Control Committee to Act. The Architectural Control Committee shall approve or disapprove any plans and specifications and other submittals or reject them as being inadequate or unacceptable within forty-five (45) business days after receipt thereof. If the Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals or to reject them as being inadequate or unacceptable within forty-five (45) business days after receipt thereof, it shall be conclusively presumed that the Architectural Control Committee has disapproved such plans and specifications and other submittals. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject or approve the balance. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials.

Section 7. Variances. Upon submission of a written request for a variance, which request shall set forth, among other things, the extraordinary circumstances applicable to a Lot giving rise to the need for a variance, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration or any Additional Declaration from which a variance is permitted, pursuant to the terms hereof or thereof. In any case, however, the Architectural Control Committee may grant a variance only due to the existence of extraordinary circumstances applicable to a Lot, which extraordinary circumstance (i) has not been caused by the Owner of such Lot and (ii) materially impairs the ability of an Owner to construct a Dwelling Unit on such Owner's Lot. Any variance granted shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Architectural Control Committee has not expressly and in writing approved such request within thirty (30) business days of the submission of such request. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder or under any Additional Declaration against any other Owner. If a variance is granted, the Owner receiving such variance shall comply with the more restrictive of the terms of the variance or applicable local, state or federal laws (including, without limitation, local zoning and development laws), and the granting of a variance shall not relieve any Owner from the obligation of complying with such laws.

Section 8. Fees Required by the Architectural Control Committee. The Architectural Control Committee, in its sole discretion, may require that each Person submitting plans and specifications for Improvements to the Architectural Control Committee pay one or more fees to the Architectural Control

Committee or to Declarant as a condition to commencement of construction of such Improvements. Such fee(s), including the amount(s), payee, and purpose(s) thereof, shall be established by, and may be increased from time to time by, the Architectural Control Committee and shall be set forth in the Guidelines.

Section 9. No Construction Without Payment of Fees. Notwithstanding anything contained in this Article VIII to the contrary, plans and specifications for Improvements to be constructed on a Lot or other portion of the Property shall not be deemed to have been properly submitted unless and until any and all fees required by the Architectural Control Committee to be paid in connection with such Improvements, as provided in Article VIII, Section 8 above, shall have been paid to the Architectural Control Committee or Declarant as required.

Section 10. Notices and Submittals. Notices and submittals to the Architectural Control Committee shall be in accordance with the notice provisions set forth from time to time in the Guidelines.

Section 11. Limitation of Liability. No member of the Architectural Control Committee shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this Article VIII. Neither the Architectural Control Committee nor the members thereof, nor the Association, nor Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the Architectural Control Committee shall not be deemed or construed as a representation or warranty of the Architectural Control Committee, Declarant, or any officer, director, member, employee, agent or affiliate of any of them, (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations or (ii) as to the structural soundness, quality, durability, suitability, fitness, or proper functioning of Improvements constructed in accordance with such plans and specifications; and any responsibility or liability therefor is hereby disclaimed. Every person who submits plans and specifications, and every Owner, agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm, or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

Architectural Control

Section 1.03

Section 12. Miscellaneous. Members of the Architectural Control Committee shall not be compensated for their services; provided, however, the Association shall reimburse members of the Architectural Control Committee for reasonable out-of-pocket expenses associated with their activities hereunder. All costs, expenses, and attorneys' fees of the Architectural Control Committee, including those incurred in connection with the exercise of their enforcement or other powers as provided herein, shall be borne by the Association; provided, however, nothing herein shall be deemed to negate the Association's right to an award of court costs, attorneys' fees and expenses in accordance with Article VIII, Section 5 hereof.

Disclaimer

The Association, Declarant, Architectural Control Committee, or any officer, employee, agent, director, or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant, or Architectural Control Committee to recover any such damages.

Procedure for Requesting Architectural Approval

THE GREEN LEVEL CROSSING COMMUNITY ASSOC., INC.

ARCHITECTURAL CONTROL APPLICATION PROCEDURES

- STEP 1. Prior to any alteration, addition, or improvement the property owner (not contractors or other parties) must fill out an Architectural Control Application and receive approval.
- STEP 2. Management Company can send an application to property owner, or they may use the one on the website.
- STEP 3. Application is completed and returned to Green Level Crossing HOA, 160 NE Maynard Rd, Suite 210 Cary, NC 27624, along with any supporting documents necessary. Note: All submittals become property of the HOA. The homeowner is responsible for making copies prior to submittal.
- STEP 4. The Management Company will date the application upon receipt, thus starting the forty-five-(45) day approval/disapproval time frame, copies and distributes dated application to Architectural Committee or Board members, as appropriate.
- STEP 5. Committee or Board members receive copies of the dated application, review and approve/disapprove within 45 days from the date of receipt and return signed applications to the Management Company. **The Committee will begin a rolling review of applications through a web-based review system. Architectural Applications can be submitted at any time to Omega via e-mail or mail. Omega will review the application and attachments to ensure it is complete and ready for review. Any missing information will be requested from the homeowner. Architectural Applications cannot be accepted and processed for review by the ARC until it is complete.**
- STEP 6. The Management Company receives approved/disapproved applications from the Committee or Board and e-mails a copy of the application approval/denial to the homeowner as "Approved" or "Denied" within the forty-five (45) day time limit from the original day of receipt of a complete application.
(In the case of "Denial", the reasons and/or requirements will be typed on the letter returned. (Should the property owner want to resubmit another application or forward additional information required, the forty-five (45) day process starts again with each submittal.)
- STEP 7. Property owner receives authorization and starts project or receives disapproval and either, submits additional information or appeals for reconsideration (thus starting the forty-five (45) day approval process once again), or abandons the project.
- STEP 8. In the case an application is not satisfactorily agreed upon by the Committee and the applicant, the applicant may appeal to the Board of Directors for reconsideration within forty-five (45) days and final approval or disapproval.

**Please Return to: Green Level Crossing HOA
c/o Elaine Goeken
160 NE Maynard Road
Cary, NC 27624, or email to
Elaine@omegamgmt.com**

Architectural Control Section 2.02 ARCHITECTURAL

CONTROL APPLICATION FORM

Colors (attach samples if necessary): _____

Estimated Start Date _____ Days to Complete _____

Please Note: Construction should not start until you receive approval for your request from the Architectural Control Committee.

Requirements:

- 1) **Plot Plan (official survey of lot from closing** – showing the improvement (i.e. deck, landscaping, parking pad, garden, addition, etc.)) and its relationship/distance to property lines, easements, open space, drainage, neighboring homes, etc.
- 2) **Elevation View**– or “head on” view, as would be seen in a photograph. The elevation drawing should show height, width, distance above finished grade and details of the proposed request. Be specific to expedite the architectural review process. Photographs or brochure pictures should be submitted with this request when available.

In applying for the above architectural change, I agree to follow to the best of my ability the changes as described and meet any and all codes, permits or other requirements deemed necessary by county, state or other applicable authority.

Owner's signature

Date

Mail application to:

Green Level Crossing Homeowners Association, Inc.
C/O Omega Association Management
160 NE Maynard Road, Suite 210
Cary, NC 27513
(919) 460-0102 Fax: (919) 461-0106
Email: Elaine@omegamgmt.com

Section Three

Architectural Guidelines

Decks

- Deck flooring must remain natural in finish color. Clear protectants are allowed.
- Deck height is to be no more than 15' in height from deck flooring.
- Decks must complement dwelling and be in proportion to dwelling.
- Decks must also be within minimum set back requirements of Wake County, but final placement and approval will be by the Architectural Control Committee.
- Any landscaping around deck must not impede proper drainage off the lot or away from the foundation.

Location: All decking must be confined to the rear of dwelling.

Materials:

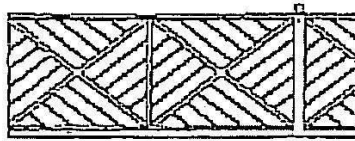
- Brick to match home.
- #2 or better pressure-treated yellow pine. Synthetic materials will also be considered for nonstructural areas.
- Also recommended sealing deck with water sealant (not a requirement for approval).
- Lattice may be approved on a case-by-case basis

The homeowner is solely responsible for obtaining required building permit(s) from Wake County, and ensuring compliance with all applicable codes and requirements.

(SEE DETAILED DRAWING ON NEXT PAGE)

Approved Picket Detail

GREEN LEVEL CROSSING
FENCE STYLE
OPTION FOR DECK PORCH



FENCE STYLE OPTION

Architectural Control Section 3.02

Fences

Appearance:

- Fence shall not exceed six (6) feet in height unless otherwise specifically required by governmental authorities having jurisdiction (except corner lots, which are to be no higher than four (4) feet).
- All fences shall always be maintained in a structurally sound and attractive manner and in a good state of repair.

Location:

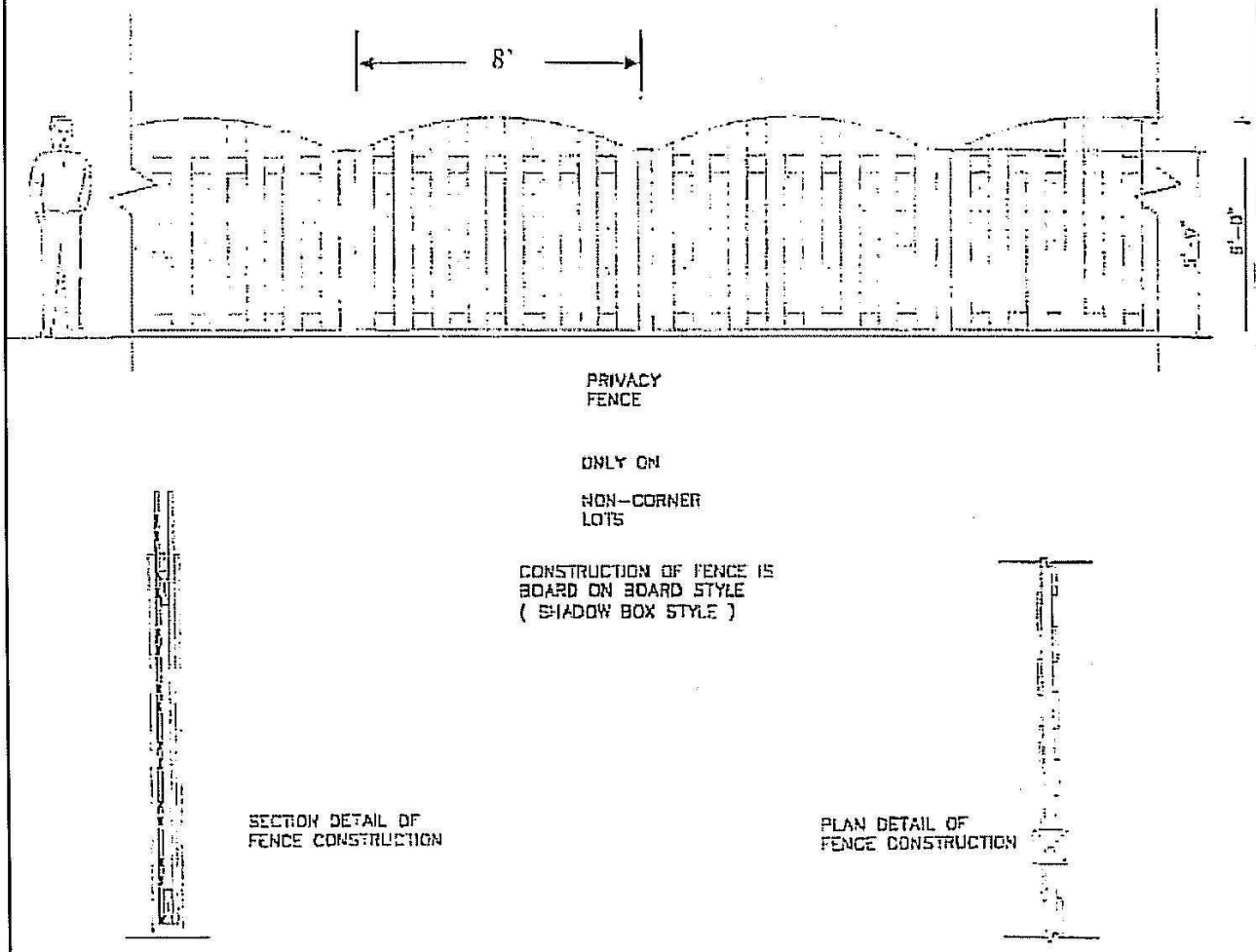
- No nearer to any street fronting such Lot than 10 feet from the rear building corner of the main dwelling.
- No fence or wall shall be allowed to obstruct distance triangles. Fences on any corner Lot shall not be placed or permitted to remain within the triangular area formed by the street right of way intersection and a (10) feet offset from the said intersection along the right of way. Fences on any corner Lot with a rounded property corner shall not be placed within the triangular area from the intersection of the street right of ways extended. The above restrictions shall also apply on any Lot within ten (10) feet from the intersection of a street right of way with the edge of a driveway or alley pavement.
- Fences may be placed up to six (6) inches within the property line.
- Fences are **not** allowed in sewer & utility easements, stormwater access easements, sight distances easements, and some buffers.
- Fence applications shall be reviewed and approved on a case-by-case basis.

Materials:

- 4 ft. brick columns (brick color Phoenix #114 or to match residential dwelling), and black painted aluminum or iron for corner lots.
- 6 ft. vinyl painted white or stained wood for non-street corner lots.
- Vinyl painted white or stained wood-decorative concave scalloped fences no higher than 42" at the low center fence and 48" at the post.

(SEE DETAILED DRAWINGS ON NEXT SECTIONS)

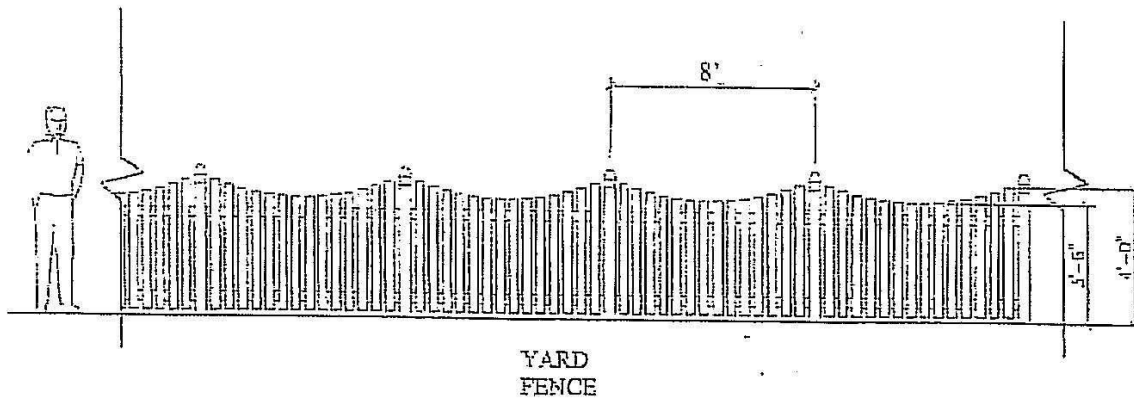
Fence Detail- Non Corner Lots



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Fence Detail- Non Corner Lots

GREEN LEVEL CROSSING
YARD FENCE



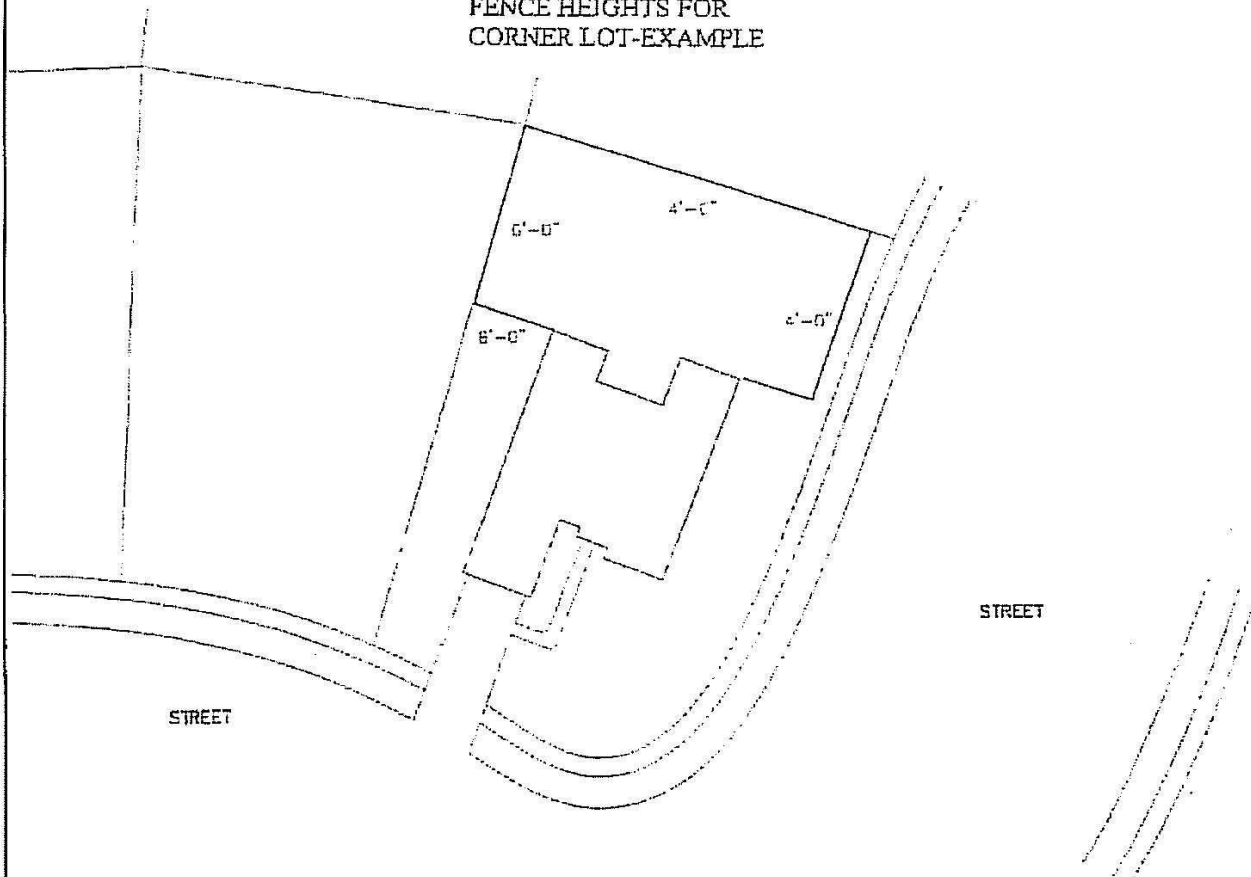
ONLY ON
NON CORNER LOTS

Fence Detail-

Fence Heights for Corner Interior Lots

GREEN LEVEL CROSSING
YARD FENCE

FENCE HEIGHTS FOR
CORNER LOT-EXAMPLE



Copyright February 2006 The Green Level Crossing Community Assoc., Inc.

Parking Pads

Appearance:

Layout (design) should complement the original driveway and walkway; surface shall be of the same color and finish type as the existing concrete. Approved landscaping may be required to screen the parking area from being visually obtrusive from adjacent lots (as determined by the Architectural Control Committee).

NOTE: NOT ALL LOTS CAN ACCOMMODATE A PARKING PAD.

Location:

Parking pads will be evaluated on a case by case basis.

Playground Equipment

Appearance:

Play equipment should blend with the natural surroundings.

No recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition to adjoining Owners.

The size of play equipment shall be proportional and consistent with the surroundings.

Children's play toys and other moveable equipment shall not remain repeatedly overnight within the front or side yard of any Lot.

Dependent upon the configuration of each lot, permanent play equipment should be placed in the **rear** yard.

Landscaping

General Information:

The Green Level Crossing Community Association, Inc. encourages its homeowners to accent their homes with landscaping elements. Landscaping around the home can add a personal touch and increase the value of one's home. It is encouraged that homeowners seek professional assistance when planning extensive landscape plantings or structures. Several commonly requested landscape elements which need prior approval before building/installing on the property include, but are not limited to, the following list:

- Grasses
- Tree Removal
- Patios
- Walkways
- Gardens (water, vegetable)
- Gardens (flower)
- Gazebos
- Planters
- Retaining Walls
- Landscape beds (natural areas)
- Exterior lighting- all require approval
- Drainage
- Mulch
- Irrigation System/Backflow Valve

In general, when planning landscaping for any element (including those listed above), one should limit the change in grading of the property to insure proper drainage away from the foundation as well as away from the neighboring properties. Additionally, the planting of shrubs and trees should be made in such a manner that they will not impede the vision of motorists on the street.

Below are a few of the major categories under landscaping and some standard rules of thumb, which must be considered:

Grasses: Fescue grass may be planted without approval. An Architectural Application will need to be submitted to the Architectural Committee and approved to plant **Summer Grass**.

Landscaping - Continued

Tree Removal: The Green Level Crossing would like everyone to preserve and protect the trees on the properties in the subdivision. However, there may be circumstances when tree removal is necessary. No trees may be removed from any Lot without the written approval of the Architectural Control Committee.

Gardens (vegetable or water):

1. Maximum garden (flower or vegetable) footprint size permitted 50 square feet to be installed in the rear yard. No gardens may be installed in front or side yards. This 50-sq. ft. must include a path between planting boxes to maintain garden beds.
2. Garden must be maintained during planting season and off season. The garden must be cleaned out when the growing season has ended, and vegetation disposed of properly. If the garden is not maintained seasonally the Association will require that the garden be removed.
3. Planting boxes must be constructed of treated timber or other material agreed upon by the Association. Planting boxes must be plumb and level to the ground.

These types of gardens should be in the rear yard in such a manner as not to constitute a nuisance or unsightly condition to any adjoining Owners. Vegetable gardens should be kept clean and clear of high growing weeds when in the off season. Water gardens should be planned in such a manner as to limit the potential for accidents (e.g., electrocution or drowning).

Gardens (flower): Flower gardens are highly encouraged, but types of material and placement must have Architectural Control Committee approval.

Patios: Patios should be consistent with the grading of the property and located in the rear yard. The materials may consist of natural colored concrete, color stamped concrete, flagstone, slate, or brick. The patio size, design, and setback distances to neighboring property lines should be kept in proportion to the home and property. The view of the patio should be softened from the neighbors, possibly accented with shrubs/flowers.

Walkways: Walkways should be consistent with the grading of the property to prevent improper drainage. Walkway locations should generally be limited to the side and rear of the house. The materials used for the walkway are limited to natural color concrete, brick pavers (see above), colored stamped concrete or flagstone.

Landscape Beds: Natural areas (landscape beds) should be made in proportion to the home and property. All front lot, though, must have a minimum of 50% grassed area.

Other (Gazebos, planters, retaining walls, exterior lighting, etc.): These shall be reviewed on an individual basis by the Architectural Control Committee.

Landscaping - Continued

Drainage: All drainage must be reviewed and approved by the Architectural Control Committee. Drainage will be reviewed on an individual basis. Please submit a plot plan showing the location of the drains, the output area, and the nearest community drainage service.

Mulch: The only approved mulch color is brown.

Irrigation System/Backflow Valve: All irrigation systems are reviewed on a case-by-case basis. Backflow valves must be covered with an artificial rock-backflow cover (a natural stone color) and landscaped plantings.

All exterior changes require Architectural Control Committee approval.

Exterior Painting

Appearance:

All exterior painting shall be consistent with the initial paint application to maintain a variety as well as continuity with the surrounding homes. Siding paint shall be only a flat latex type of paint (no semi-gloss or gloss-type paints are permitted).

All exterior trim paint shall be semi-gloss in appearance.

Materials:

Siding paint shall be Duron Deluxe Exterior Flat House Paint or equivalent.

Trim and shutter paint shall be Duron Weathershield Exterior Acrylic or equivalent.

Notes:

Any changes to the original exterior paint colors shall have Architectural Control Committee approval.

All exterior painting applications require a paint chip to be submitted with the application, and painted house should match the color of the chip.

Sheds

Following is Section 9 from The Green Level Crossing Covenants, Conditions and Restrictions in regard to outbuildings:

"Section 9. Temporary Structures: Structure Materials. No residence or building of a temporary nature, including a construction trailer, shall be erected, or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building, or other metal fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence. Provided, however, nothing herein shall prohibit Declarant or a Featured Builder (subject to the prior written approval of Declarant) from erecting or moving temporary buildings onto Lots owned by Declarant or such Featured Builder to be used for storage, or for construction or sales offices."

Screen Porches and Deck Enclosures

Appearance

All screen porches and methods of enclosing decks will be approved on a case-by-case basis.

The screen porch or deck enclosure shall be of the same color scheme as the house or deck, preferably made from the same siding and roofing materials as the house.

Screen porches and methods of enclosing decks must be permanent in nature. No temporary structures will be allowed. A permanent structure includes walls and a roof attached to the main structure of the house. Wall and roof design will be allowed to vary per individual taste.

Location

Screen porches and methods of enclosing decks must be located on the rear of the house. The homeowner must design the screen porch or deck enclosure within the setbacks of his property and is responsible for obtaining all necessary building permits.

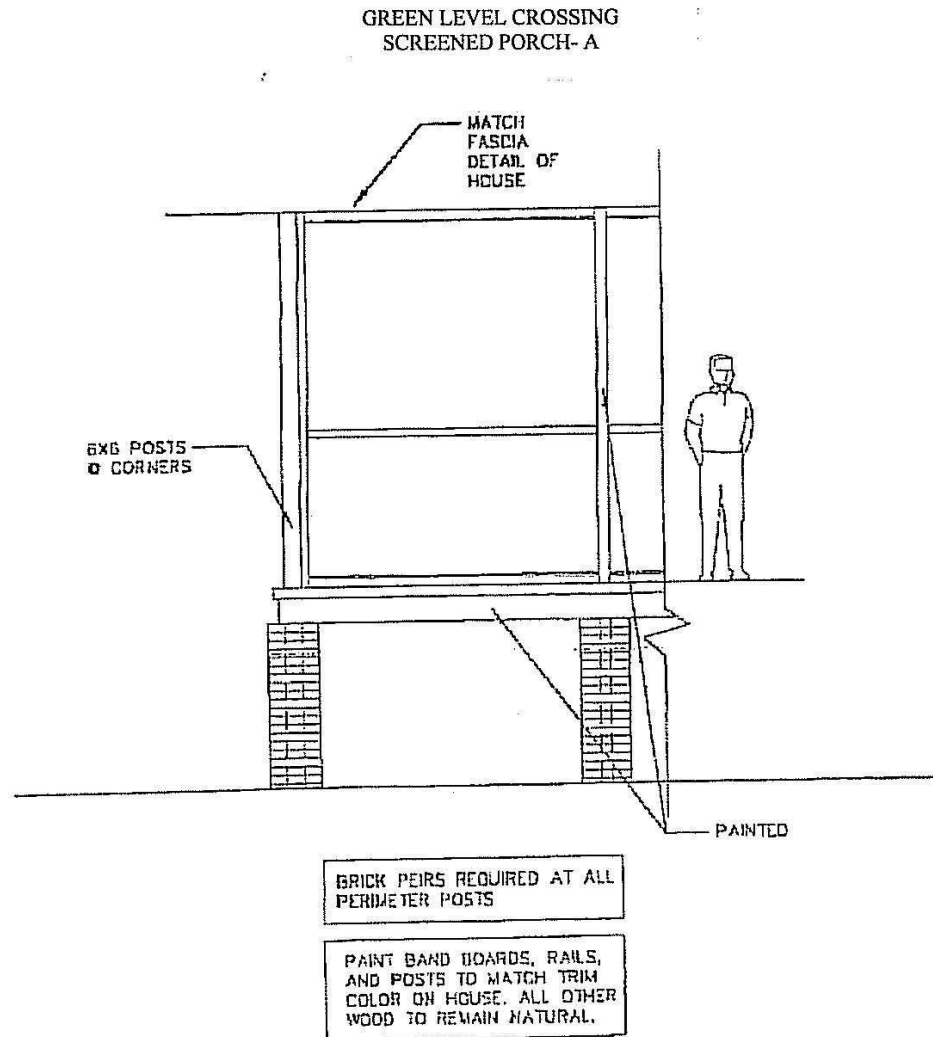
Materials

The materials for building a screen porch or deck enclosure must be of equal or better quality than the materials used to construct the original home or deck.

Drainage

All applications should clearly indicate how drainage will be handled, including site drainage, gutters and downspouts, and how these may affect the existing drainage pattern.

Screened Porch Detail - A

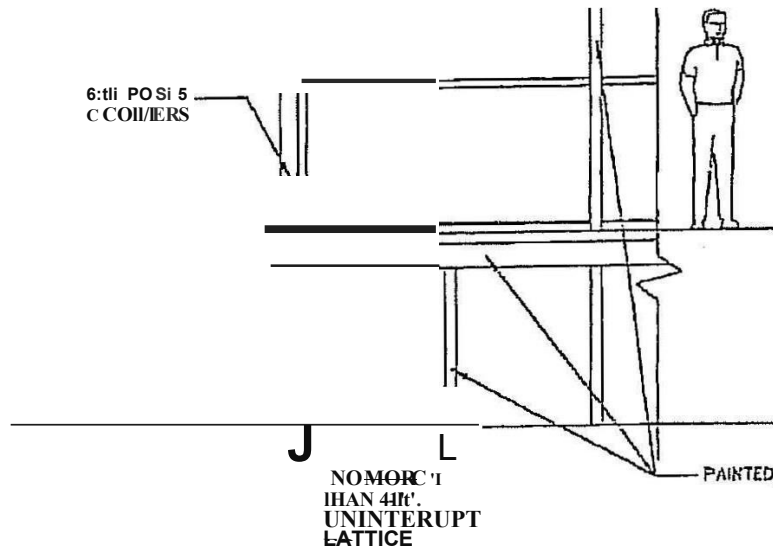


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Screened Porch Detail - B

GREENLEVEL CROSSING
SCREENED PORCH - B

MATCH
FASCIA
DETAIL OF
FUSE



PAINTBANDBOARDS,RAILS,
AND POSTSM MATCH TRIM
COLORffHOUSEALLO'HE!!
WOOD TD REMANNIURAL

Basketball Goals

General

Basketball goals are not allowed to be permanently mounted to the house. As with all other exterior changes, homeowners are required to submit applications for all basketball goals and, if approved, are required to perform periodic maintenance as necessary to keep it in good shape. The slope of the driveway should be considered when planning a basketball goal installation.

Portable basketball goals are not permitted.

Permanent Pole-mounted Basketball Goals

A permanent goal to be mounted on a pole on a property is subject to Architectural Control Committee approval for placement and color. Goals shall be placed to maximize child safety and to minimize impact to lawns and neighboring property. Worn nets shall be replaced or removed to maintain a neat appearance.

Awnings**Appearance**

All awnings will be approved on a case-by-case basis.

Location

All awnings must be at the rear of the home over the deck only.

Mailboxes**Appearance**

All mailboxes and posts must remain the same size and colors as originally installed by the builder.
(See attached drawing)

Location

Movement of the mailbox from the original location to an alternative location will require an application.

Pools and Hot Tub

In Ground Pools

All in ground pools will be reviewed on a case-by-case basis. Application should show location of pool and mechanical equipment, grading plans, size, decking, fencing, and landscaping.

Above Ground Pools

Above ground pools will not be allowed.

Hot Tubs

All hot tubs will be reviewed on a case-by-case basis. Application should include the location, support, and screening with a detailed description of the size and style of hot tub.

Outdoor Fireplaces

Outdoor Fireplaces

Applications will be reviewed on a case-by-case basis.

Application must include detailed description of fireplace and if possible, a picture, distance from trees and other structures, and fuel source. Open fire pits and wood-burning fireplaces will not be allowed.

Signs

All signs must have approval from The Green Level Crossing Architectural Review Committee before they are placed on lots.

Signs such as those advertising landscaping, improvements, and businesses, are not allowed.

For Sale Signs

Generally, a single sign with brochure box attached to the post will be allowed. Most standard professionally made real estate signs will be approved. For aesthetic reasons, typical store-bought “For Sale By Owner” signs will not be approved. Only one sign per yard will be permitted. Signs must be placed in front yard. Please see the attached “For Sale” sign that will be approved.

Political Signs

Political signs will be allowed under the following conditions:

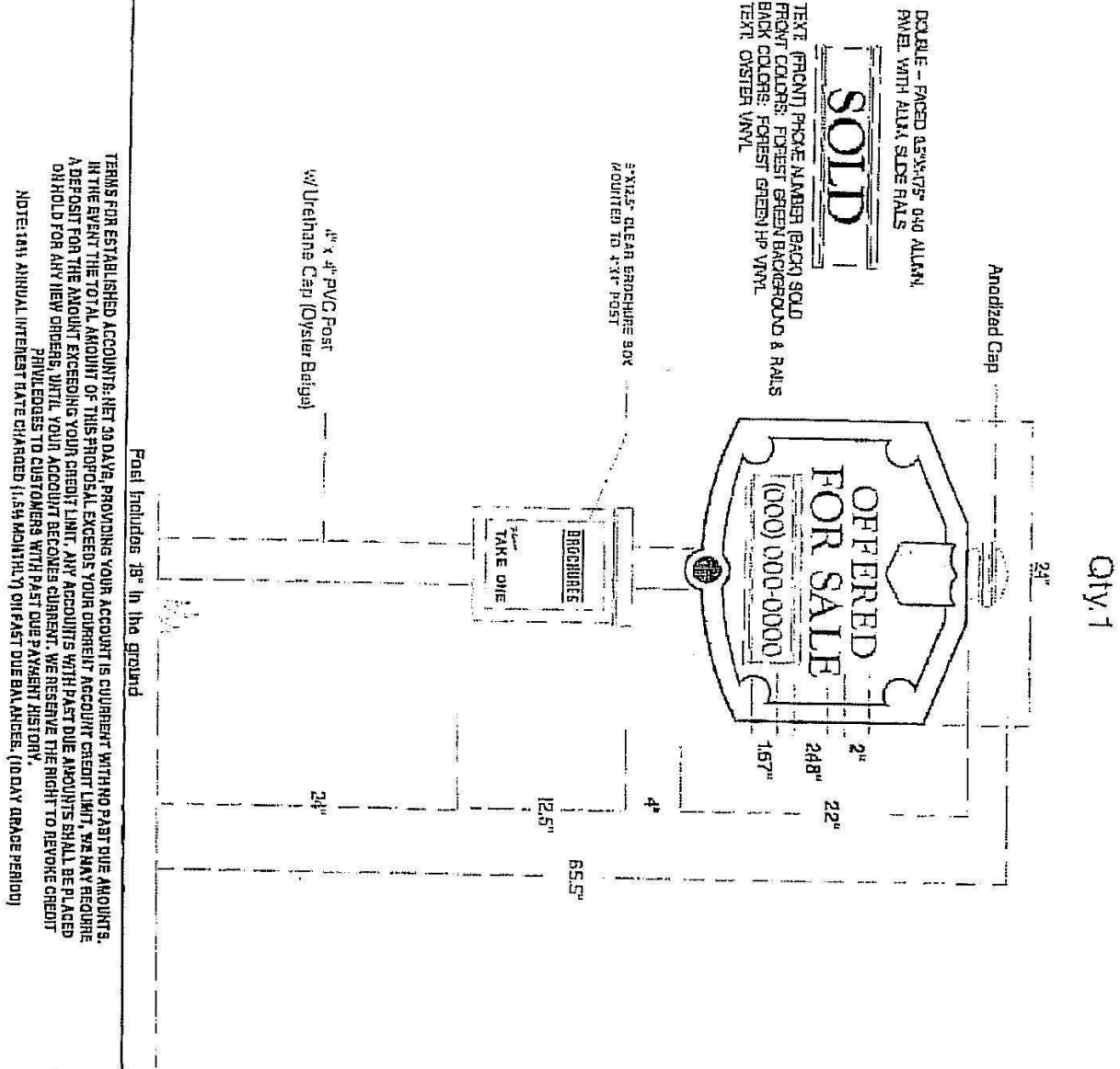
- Only placed in front of the lot-maximum of one per lot.
- Placed no earlier than 30 days before the election.
- Removed no later than 7 days after the election.
- None allowed in common areas.

Note

The Declaration of Covenants, Conditions and Restrictions for The Green Level Crossing states in Article 8, that the Board of Directors (and Declarant, if Declarant owns any Lot or any portion of the Property) reserve the right to restrict the size, shape, color, lettering, height, material and location of the sign. No sign shall be nailed or otherwise attached to trees.

Architectural Control

Section 3.15



Job Description
Sign to be constructed of 3/4" painted MDO with metallic gold & oyster vinyl text & graphics. Forest Green painted background. Sign mounted to oyster PVD 4"x4" post with anodized cap.
Price:
Sign: \$165.00 each plus tax Aluminum Fence: \$20.00 each plus Brassure Box: \$20.00 each plus 1 Label: \$75.00 each (style life chair (or more) each in Qty. of 2
Signature
Date
Job:
Client:
Contact:
Date: 08-05-02
This drawing is the property of Rodney's Custom Car Sign Company and its affiliates

Since 1983
Over 10,000 square feet of facilities

225 N. SALEM ST.
APEX, N.C. 27502
TEL: (919) 387-3204
FAX: (919) 387-3204

Holiday Decorations and Special Occasions

During the time below, a residence may be decorated in a fashion that celebrates the holiday so long as they are temporary in nature. It is **not** necessary to get approval in advance. Should a residence be decorated prior to the time restrictions listed below or should the decorations remain in public view after the time restrictions indicated, the residence would be in violation of the deed restrictions and these guidelines.

Holiday Decorations

All holiday decorations may be installed 30 days before and removed 15 days after the holiday.

Special Occasions

All special announcements such as birth, graduation, etc. may be displayed for 1 week.

Note: It is **not** necessary to get approval to display decorations.

Solar Panels

General Considerations

Solar panels/collectors should be visually integrated with the architecture of the house regarding style, location, size, and color.

Specific Guidelines

1. Panels shall have a low profile and be flush mounted to the roof or wall.
2. Panels shall be static with no tracking mechanisms.
3. The framing, including the bracing joining panels together, shall match the surface it is attached to, either roof or siding if wall mounted.
4. Ground mounted solar panels must be in the rear or side yards and screened from neighboring properties by landscaping.
5. Panels shall not exceed (area of the roof nor extend above the ridge line of the roof.
6. Additional meters required for collectors must be landscaped to shield it.
7. Panels should not be so reflective as to cause glare.
8. Solar panel requests will be reviewed on a case-by-case basis and more information may be requested.

Submission Requirements

1. A copy of the site/plot plan and the location of the proposed solar panels.
2. A drawing showing the proposed layout and dimensions of the solar panels.
3. Actual color sample of panel to be installed.
4. Photographs of the house showing the proposed location of the panels and location of additional meters.
5. Catalog photographs or manufacturer's "cut sheets" of the solar panels and complete specifications on all components, including cables, connections, dimensions, and materials. Plans for proposed landscape screening for the additional meter and ground-mounted panels.
6. For applications including solar panels/collectors located on the front elevation of any building, the following additional submissions are required:
 1. Signed consent from neighbors directly adjacent to the applicant's property on the same street, and any neighbor whose property faces the applicant's property on the same street.
 2. A notarized affidavit affirming that an energy efficient and cost-efficient design requires solar panels/collectors to be located on the front elevation of the building.

Impervious Surface Limitation

Each home site has an impervious surface limitation which may affect the future development of each property. Impervious surfaces are surfaces which, because of their composition or compacted nature, impede or prevent natural infiltration of water into the soil. This includes but is not limited to, roofs, solid decks, driveways, patios, sidewalks, parking areas, tennis courts, concrete or asphalt streets, or compacted gravel surfaces. Slatted decks and the water area of swimming pools are considered pervious.

The local municipality has instituted impervious surface limitations for the community. Some home alterations may be limited by this constraint. Regardless of the style and size, the existing home may use most or all of such allowed impervious surface. It is recommended that the Buyer consult local municipality for details.

Owner should be aware that impervious surface limitations would also apply to any subsequent purchasers of each home.

Section Four

Maintenance

Maintenance

It is the responsibility of each homeowner to maintain his/her property in such a way so that it adds to the overall beauty and harmony of the subdivision. Each homeowner should take this responsibility seriously, as failure to do so can negatively affect the value of surrounding properties as well as the subdivision.

There are many areas in and around the home which should be inspected regularly to insure the property is in good repair. These include but are not limited to:

- Trees, Shrubbery and Lawns
- Decks
- Fences
- Driveways and Sidewalks
- Playground Equipment
- Paint
- Roofing
- Garbage Can Storage
- Repainting of Improvements
- Repair of Exterior Damage to Improvements

Deterioration

If at any time the Board of Directors is made aware of a property that has deteriorated to the point that it is affecting the aesthetics of the community, the Architectural Control Committee will be requested to make a site inspection. The Committee will then make a recommendation for action to the Board of Directors.

Based on the severity of the deterioration, the homeowner will be given a specified period in which to make the necessary repairs. If, after that time, the repairs have not been affected to the satisfaction of the Board, the Board has the obligation of enforcement as described in the Declaration of Master Covenants, Conditions and Restrictions for The Green Level Crossing Community.