

Pritchett Farm

Architectural Guidelines

March 14, 2016

Revised March 28, 2017

Revised September 4, 2017

Revised February 19, 2018

Revised June 26, 2020

Revised September 16, 2022

Revised July 5, 2023

Revised June 25, 2024

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AND REGULATES THE DISPLAY OF THE FLAG OF THE UNITED
STATES OF AMERICA OR STATE OF NORTH CAROLINA.**

INTRODUCTION

Purpose of Architectural Guidelines

Pritchett Farm is a single-family homeowner association. Simply stated, this means that the original tract of property was designed and approved 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. Restrictions were established so that aesthetics, appearance, and continuity could be defined and written based on the covenants and on precedence established by the Board of Directors. The ACC reviews all architectural requests until an Architectural Control Committee is appointed. 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 Architectural 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 their enjoyment or property values.

The architectural standards and use restrictions set forth in this document are for the purpose of protecting the value and desirability of the real property located in Pritchett Farm. Pritchett Farm By-laws and Declaration of Covenants, Conditions and Restrictions (DCCR) supports the Board's ability to adopt and publish from time to time amend written architectural standards and construction specifications. In case of any conflict between the terms of the Architectural Guidelines or Rules & Regulations and the DCCR, the DCCR shall prevail.

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 ACC. This would include, but is not limited to, any building, wall, fence, patio, deck, driveway, plating, clearing or cutting of trees, color or painting of the exterior, swimming pool, play equipment or screened enclosure constructed, installed or placed prior to the termination of the Declarant control. Nor shall a building permit for such improvement or change 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 ACC. Construction must be accomplished in strict conformity with such plans as approved, unless otherwise expressly agreed to in writing by the ACC. The ACC 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. In addition to setting standards, the Architectural 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 and quality that attracted you to Pritchett Farm HOA.

Government Permits

To the extent that City and County Ordinances or any local government ordinances, building code or regulation requires a more restrictive standard than the standards set forth in these Architectural Guidelines or the DCCR, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the DCCR and the Architectural Guidelines (in that order) shall prevail.

Review Structure

The ACC of Pritchett Farm will handle architectural control and design review for the community. The ACC has exclusive jurisdiction over all matters relating to modifications to existing structures and landscaping, as set forth in the DCCR. The ACC shall review plans and specifications for all modifications and landscaping on any Dwelling or Lot, shall be the conclusive interpreter of these Architectural Guidelines, shall monitor the effectiveness of these Architectural Guidelines, and may promulgate additional design standards and review procedures consistent with these Architectural Guidelines.

ARCHITECTURAL REVIEW PROCESS

Review of Proposed Modifications

The review of the proposed modifications shall require the submission of an application to the ACC. An application form can be obtained on the York Properties website at www.yorkhoa.com or by calling (919) 821-1350. Depending on the scope of the modification, the ACC may require the submission of all or some of the plans and specifications listed below. In the alternative, the ACC may require a less detailed description of the proposed modification.

In accordance with Article 13.01 of the DCCR, “...*The Architectural Control Committee shall have the absolute and exclusive right to approve or disapprove Plans in its sole discretion and may approve or disapprove Plans based on purely aesthetic reasons, which in the sole discretion of the Architectural Control Committee shall be deemed sufficient. Absent an approval from the Architectural Control Committee the proposed alteration or improvement may not be commenced...*”

Application Process

The ACC will require a set of modification plans included with the submission of an Architectural Application. The application form is available online at www.yorkhoa.com. The request and all supporting documents; including signatures from owners of adjoining property that are impacted by the proposed improvement should be submitted to the management company at York Properties, Inc., Association Management Division.

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 ACC 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, related to the residential dwelling, trash enclosures, HVAC equipment and utilities.

Landscaping Plan

Show location of trees, protection of existing vegetation, use of plants and other landscaping details. For further information, see “Landscaping Plan Changes” 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 Architectural Guidelines are intended to provide a framework for modifications, they are not all inclusive. In its review process, the ACC 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 ACC will not grant approval for a proposed modification that is inconsistent with the Architectural Guidelines, unless the ACC 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 ACC 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 DCCR. No variance shall be effective unless in writing and supported by all members of the ACC.

Review Period

Each application and plan submittal shall be **approved or disapproved within 45 days of receipt of all materials required by the ACC.** The ACC's decision shall be based upon a majority vote of the ACC 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 ACC'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. "Disapproved" - The entire application as submitted is rejected in total. The ACC shall specify the particular grounds upon which denial of such application is based.
4. "Request for Additional Information." This response shall be deemed a determination that the information submitted was inadequate, and the forty-five (45) day time period for further ACC response shall only commence upon receipt of the requested additional information.

If the ACC 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

Any Owner who submits Plans to the ACC and disagrees with the finding of the ACC may appeal the decision to the Board by giving written notice of appeal to the President of the Association, [through the Managing Agent] within fifteen (15) days following its receipt of notice of denial. The Board shall review the Plans and hold a meeting to hear the case with the Owner and the ACC or its representative. At such meeting the ACC or its representative shall present to the Board specific reasons why the Plans were denied, and the Owner or his agent may present information challenging the findings of the ACC. The decision of the ACC shall only be overridden by a majority vote of the Board. 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 30 days.

If, however, the Declarant is acting as the ACC, no appeal can be made by an Owner.

City/County Approval

The review and approval of plans and specifications by the ACC 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 ACC that work completed or in progress on any Dwelling or Lot is not in compliance with these Architectural Guidelines or any approval issued by the ACC or Board, the ACC shall, directly or through the Board, 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 DCCR and these Architectural Guidelines and the homeowner (property) shall be subject to a daily monetary fine.

Time to Commence & Complete

When construction of any Lot, structure, improvement, or addition thereto has begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Except as otherwise provided herein for smaller projects, it is a requirement that Lots under construction in the Property be "dried-in" with exterior finishes installed (roofing, windows and finish siding and trim in place) within one hundred twenty (120) days of the commencement of construction and that all phases of work, including execution of the Landscape Plan, be complete within twelve (12)

months of the date of ACC approval. In the event that completion is delayed beyond one year from the date of ACC approval and provided the Owner is notified within thirty (30) days of the expiration of the one-year construction period, the ACC may, upon unanimous vote of the committee, rescind the original approval and require that the Owner resubmit Plans for approval. For minor improvement projects not requiring structural framing, such projects must substantially complete within ninety (90) days of commencement of construction and such construction must be commenced within sixty (60) days of approval by the ACC.

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 ACC prior to implementation of such changes. Close cooperation and coordination between the Applicant and the ACC will ensure that changes are approved within 15 days.

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

Maintenance of Construction Activities

During the construction of any improvement to a Lot, the Lot, roads, landscaping and Common Areas or Limited Common Areas adjacent thereto shall be kept in a neat and orderly condition, free from any dirt, mud, garbage, trash, or other debris, so as not to cause an unsightly condition to exist or damage to occur. Any damage to the street, curb, sidewalk or to any part of any Common Areas, Limited Common Areas or utility system caused by an Owner or an Owner's builder shall be repaired by such Owner. Owners and their agents and employees shall adhere to the construction standards promulgated from time to time by the Association.

In the event the Owner or his agent, employee or contractor shall fail to maintain the Lot and adjoining areas, as specified herein, or damage occurs and such failure continues or damage remains unrepaired for seven (7) days following delivery of written notice thereof from Declarant or the Association, Declarant or the Association shall have the right, exercisable in its sole discretion, to summarily abate any unsightly conditions, make needed repairs, and to remove any rubbish, refuse, unsightly debris and/or growths from the Lot and adjoining area. In the event the Declarant or the Association, after such notice, causes the subject work to be done, the costs of such shall be reimbursed by the Owner to the Association and will become a continuing lien on the Lot until paid.

Enforcement, Due Process Hearings, Fines & Fees

Any construction, alteration, or other work done in violation of this document or Article 13 of the Declaration shall be deemed to be nonconforming. Upon written request from the Board, the ACC or the Declarant, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a special assessment pursuant to Section 9.07 hereof.

Any contractor, subcontractor, agent, employee, or other permittee of an Owner who fails to comply with the terms and provisions of this Article may be excluded by the Board from the Property. In such event, neither the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by Section 13.08 of Declaration.

When a violation is determined to have occurred, the following steps shall be taken:

1. The ACC will investigate any reported violation and attempt to bring the owner into compliance. Homeowners will be notified in writing of the violation and are expected to bring the violation into compliance within thirty (30) days.
2. Should the owner fail to act upon the recommendations for corrections, the ACC shall submit the matter to the Board.
3. The homeowner shall be invited to a hearing with the Board where the homeowner will have opportunity to be heard and present evidence. Failure to appear shall result in an automatic fine, which will begin to accrue five (5) days after the date of the hearing. However, if the violation is brought back into compliance prior to the hearing, no hearing would be necessary.

4. After the hearing, the Board shall respond to the homeowner with a decision. Any penalties or costs relating to the violation (and the date from which the accrual shall begin, which will be no sooner than 5 days after the hearing date) shall be noted in the letter from the Board.
5. Fines will be levied on a daily basis, up to \$100 per day, per violation, until the violation is rectified. The North Carolina Community Act effective in January 2006 allows planned residential communities the ability to fine at a minimum up to \$100/day to uphold standards that will protect and ensure homeowners of maintained property values, with regard to holding all property owners accountable for abiding by the existing covenants.

Fees associated with enforcement Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a special assessment. In addition, the Board shall have the authority and standing, on behalf of the Association to pursue all legal and equitable remedies available to enforce the provisions of the DCCR and Architectural Guidelines and the decisions of the ACC.

ARCHITECTURAL DESIGN STANDARDS

The following specific site criteria shall apply to all proposed modifications within the community unless the ACC or 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 Homeowners Association. Applicants are responsible for obtaining all necessary building permits.

Air Conditioning Equipment

Any exterior air-conditioning or heating equipment added after the completion of construction must be approved by the ACC and be screened from public view by screening material or shrubbery approved by the ACC.

Antennae and Satellite Dishes

The installation of antennae and of satellite dishes or disks shall be permitted on a Lot if accomplished in strict compliance with the limitations and conditions imposed by the Telecommunications Act of 1996, as amended from time to time, but no antenna or disk which is in any dimension larger than prescribed by the Telecommunications Act of 1996 or which is not installed in accordance with the advance notice requirements and location guidelines of the Telecommunications Act of 1996 may be installed or maintained on any Lot except with the prior written approval of the Architectural Control Committee.

Installation of a satellite dish does not require prior approval, provided that the dish is: a) no more than one (1) meter (39.37 inches) in diameter, b) has a hidden cable, and c) is not placed in front of a home. The preferred placement is on the rear or side roof of the home. If the only viable location to obtain a signal is in the front of a home, the Owner must submit a letter from the installation company confirming that a signal may not be obtained in any other location. In such an instance, the satellite dish must be placed on the roof, not on a free-standing pole in the yard.

Awnings

The installation of awnings on a dwelling is prohibited without prior approval of the ACC.

Basketball goals

The placement of a basketball goal requires prior approval of the ACC. Permanent basketball goals are to be placed on the rear third of the driveway or parking pad (toward the house) and must be mounted on a single pole cemented into the ground. The field of play may not include any portion of a street (public or private) or sidewalk.

Portable basketball goals are not permitted to be displayed in a permanent manner. Portable basketball goals may be used as long as they are stored after each use. Portable basketball goals must be located so that the field of play does not include any portion of the street or sidewalk. Prior approval of the ACC, including storage plan, is required.

Boats, Trailers, and Unlicensed, Unregistered or Inoperable Vehicles

Refer to Exhibit B, Pritchett Farm Rules and Regulations

Clotheslines and Outside Clothes Drying

No clothesline or clothes poles shall be erected, and no outside clothes' drying is permitted.

Drainage

Drainage of the property must conform to all municipal requirements. All drainage and grading must be indicated on the proposed plans submitted to the ACC. There shall be no interference with the established drainage pattern over any property nor are any connections to or changes to existing stormwater drainage facilities permitted except as approved in writing by the ACC.

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.

No building or other structure shall be placed or permitted to remain on any Lot which may damage or interfere with the use, maintenance, repair or replacement of such drainage facilities and appurtenances and no Lot Owner/Resident shall do any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots or common area.

Curtains/Window Treatments

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 newspapers, towels, or bedsheets in any window. All window treatments must be in keeping with the overall scheme and aesthetic of the Property. Any window treatments deemed not in keeping with the overall scheme and aesthetic of the Property shall be removed by the owner at the discretion and at the direction of the ACC.

Exterior Appearance of Home

All grills must be stored on a rear patio or deck only and covered when not in use. No yard art (including, without limitation, any windmills, figurines, or sculptures) may be installed on a Lot unless approved by the ACC.

No hanging plants may be installed on a Lot unless approved by the ACC.

No furniture (including, without limitation, sofas, tables, plastic chairs and grills) may be located or stored on any front porch unless approved by the ACC.

Cleaning equipment such as mops, brooms, buckets, or storage boxes, bins, lawn maintenance equipment, etc. may not be stored anywhere on the exterior of the unit.

Each owner shall keep his lot and all improvements thereon in good order and repair, including, painting, power washing, trim/wood/siding replacement, railing, masonry, roof or other appropriate external care of all buildings and improvements. This should be done in a manner and with frequency as is consistent with good property management and the precedent set in the neighborhood.

Refer also to Exhibit B, Pritchett Farm Rules and Regulations for additional guidance.

Exterior lighting and Seasonal Decorations

All permanent exterior landscape lighting or décor requires a *Request for Architectural Approval* application and ARC approval prior to installation.

Low voltage or solar light fixtures may be used for low-level path lighting, up-lighting, down lighting and landscape architectural accent lighting with the following conditions:

- Low voltage or solar lights are allowed. Spot lights are not allowed.
- Lights may be installed along a path, sidewalk or a landscape bed. Installation around the perimeter of the lot or driveway is not approved.
- If proposed in the front area of the lot, these lights should not number more than eight (8) and should be spaced between four (4) and six (6) feet apart.
- In-ground light fixtures may not exceed 18" in height.
- Light fixtures should be similar to the architectural character of the home and constructed of high-quality material, in brown, black or other colors or patina that will blend into the area in which it is installed. Plastic fixtures are discouraged.
- Down-lighting, up-lighting, and low voltage path lights must be installed and aimed so that the light source is not shining on streets or neighbor's property, thus creating a nuisance or hazard to any neighboring lots or street view.

- Floodlights shall be hooded to avoid bulbs being visible from the street and adjoining property. No floodlights shall be installed on the front elevation or front corner.
- If junction boxes are necessary, they should be installed below grade or screened to minimize visibility.
- No lighting shall be done within the property that is an unreasonable annoyance, inconvenience or nuisance to the residents and unreasonably interferes with the quiet enjoyment of all who reside there.
- The Board or the ACC reserves the right, at its own discretion, to limit number, placement, size and type of fixture, distance from each light, and to determine if the light source hardware fits aesthetically with the style of the home and community
- All lights must remain in good condition, and those installed in the ground plane must remain erect at all times.

Seasonal holiday decorative lights may be installed without application from Thanksgiving through mid-January. Other seasonal decorations do not require an application and are approved for a two-week period prior to the event until two weeks after the event. Colored or multi colored lights or lights which change color are only permitted at recognized holiday times.

Fences/Screening

No fence or wall shall be erected upon any Lot unless plans therefore have been approved, in advance; by the ACC. Chain link fencing is expressly prohibited. No hedge, shrubbery, other planting, or other plant screening shall be installed on any Lot except with the prior written permission of the Architectural Control Committee.

Refer to Exhibit A, Approved Pritchett Farm Fencing

Fireplaces, Fire-pits, Fire bowls, Contained Fires

Declaration of Covenants, Conditions & Restrictions Section 7.02 prohibits outdoor fires other than grills, whether in an enclosed device or not, unless approved by the Architectural Control Committee. Any permanent grill structure must be submitted for review. Grills and fire pits must be attended at all times; fires must be completely extinguished after each use.

All fire pits must be approved by the Architectural Control Committee subject to the guidelines in this section.

- Fire Pits must comply applicable government requirements including the Town of Cary municipal requirements (see <https://www.carync.gov/business-development/developing-in-cary/fire-code-enforcement/outdoor-fires>)
- Approved devices shall not be used to burn rubbish or yard waste.
- Only gas or wood burning fire pits permitted. Only untreated wood in natural condition is permitted.
- Wood burning fire pits must have an approved "Fire Pit Spark Protector Screen Mesh Protective Spark Screen" to prevent burning embers from spreading.
- Fire Pits must be located a minimum of 15 feet from property lines
- Homeowner has strict liability for any and all damage resulting from use of a fire pit.

Flags

A US flag and NC state flag may be displayed using a bracket or other approved device mounted to the unit/dwelling, in accordance with §47F-3-121 North Carolina Planned Community Act. Flags may be displayed so long as the size of the flag displayed does not exceed the dimensions of four (4) feet by six (6) feet. Except as may be permitted and approved by the Architectural Control Committee, (sports teams, seasonal, etc.) no other flags shall be permitted.

Free standing flag poles are not permitted in the community.

Gardens, Garden Containers, Compost Gardens

Garden plots, raised beds, compost gardens, etc. require prior approval of the ACC.

Garage Sales

No garage sales or similar activities shall be permitted on any Lot or within the common Areas, except as approved in writing by the Board.

Home Businesses

No Owner shall use or cause or permit to be used on his or her Lot for any business, commercial, manufacturing or mercantile use, or for any other nonresidential use or purpose. It shall, however, be expressly permissible for Owners to conduct certain business or commercial activities within their residence which do not conflict with local zoning

ordinance restrictions and regulations. No such activity shall be conducted which shall unduly burden traffic flows within the Property or cause the parking of non-resident vehicles upon the street for unreasonable or excessive periods of time. It shall be within the discretion of the Board to determine, on a case-by-case basis, which commercial and business-related activities will be compatible with the residential nature of the subdivision.

Hot Tubs and Saunas

The approval of the ACC is required for the installation of any hot tub, sauna or spa. Any hot tub or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. Hot tubs or spas shall be located at the rear of the property and shall be installed in such a way that is not immediately visible to adjacent property owners and shall not create an unreasonable level of noise for adjacent property owners. Owners are required to install safety features such as locks or covers for these items when such are not in use. Applicable City and County ordinances govern these requirements.

Landscape Maintenance

Grass, hedges, shrubs, vines and mass plantings of any type on any lot or any portion of the Property shall be kept trimmed and shall at regular intervals be mowed and cut to maintain a neat and attractive appearance. Owners are responsible for annual and/or seasonal care, to include weed control, watering, and other treatments that promote/support healthy vegetation.

Trees, shrubs, vines and plants which die shall be promptly removed. No leaves, branches, trash, garbage or other similar debris shall be burned.

Refer to Exhibit B, Pritchett Farm Rules & Regulations for additional information.

Landscaping Plan Changes

As part of the Plans package submitted by an Owner to the ACC for approval of the Initial Construction of Improvements or any improvements thereafter, there shall be included a comprehensive landscape plan (the "Landscape Plan"). Shown thereon, in addition to the scheme for decorative plantings, shall be all of the planned site improvements and modifications, including, but not limited to, major topographic changes and plans for revegetation and restabilization thereof, the specifications for all terraces, walkways, driveways, paths, fences, bulkheading, walls, pools, outdoor lighting and for other fixtures and structures to be constructed as part of the Landscape Plan. Owners are encouraged to include landscaping designs and plantings in their Landscape Plans that require no irrigation or water usage.

All landscaped beds including tree rings, patio/walk/drive edging, etc. must be covered with natural pine straw, chopped pine bark mulch or wood shavings. No artificial mulch, stone, rock or other bed covering may be used unless approved by the Architectural Control Committee. Rock as a bed covering is not permitted in front yards.

Landscape bed edging shall be installed in a neat and 4" to 6" deep trench. If other edging is used, it may not exceed three (3") inches above normal turf height and must be of a uniform type, natural color.

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, ponding near, or against the foundation of the dwelling.

Noise/Nuisance/Unlawful Activity

No unlawful activity shall be conducted on any lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants of Lots. A nuisance is described as any noxious or offensive activity carried on in or upon any part of the Community or anything which may be or become an unreasonable annoyance or inconvenience to the residents.

No doorways, walkways, greenways or streets shall be obstructed in any manner which would interfere with their use for ingress or egress in the event of fire, earthquake or other emergency.

Refer to Exhibit D, Town of Cary Noise Ordinance Pertinent Excerpts for additional information

Parking

No vehicles of any type shall be parked on the street rights-of-way within the Property, except as may be permitted by the Rules and Regulations. To enhance the streetscape in the Property, it shall be required that each Owner park its vehicles in the garage on the Lot whenever possible. All garages shall be used primarily for the storage of vehicles. No vehicles of any type shall be parked or stored on any part of a Lot other than in the garage or driveway of such Lot.

No vehicles of any type shall be parked on the sidewalk or grass on any Lot. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Property, except in the case of emergency and except as may be permitted by the Rules and Regulations. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any part of the Common Area or on any Lot, and no automobiles or other mechanical equipment may be dismantled or parts thereof stored on any said Lot.”

An Owner, his household, tenants or guests shall not park any vehicle in any undesignated portion of the Common Area, on the street rights-of-way (except as permitted in designated spaces) within the Property. Parking in any Common Area facility parking lot shall be limited to the hours of operation of such facility. Owners shall be subject to sanctions if the parking regulations are violated. Sanctions may include reasonable monetary fines not to exceed \$100.00 for each day more than five days after decision that the violation occurs per day and suspension of the right to vote and to use any facilities within the Common Area after Notice and Opportunity for Hearing (except drainage rights and rights of access to Lots). In addition, the Association, through the Board, after notice to the Owner, shall have the right to exercise self-help to cure violations, including the towing of vehicles at the Owner’s expense. The Association shall have the right to require the Owners to register the license plate number of any vehicle of the Owner or any member of its household with the Association.

Refer to Exhibit B, Pritchett Farm Rules and Regulations for additional parking regulations

Patios/Decks/Screened Porches

The approval of the ACC is required for the construction of patios and screened porches. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. The patio or deck product must be similar to what is generally accepted as a color and material complementary to the design and color of the residence/neighborhood. Any screened porches must be constructed of wood, with siding and architectural shingles to match existing house. These improvements may not extend beyond the width of the home.

Pets

No animals shall be raised, bred or kept on any Lot or the Common Area, except that dogs, cats, or other household pets may be kept or maintained provided that they are not raised for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed a total of three (3) in number except for newborn offspring of such household pets which are under six (6) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Owner. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, including, but not limited to a complaint that an Owner’s animal is being neglected, improperly treated, or not properly restrained upon such Owner’s Lot, or if upon Common Area, not properly leashed, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and may require the complainant to present evidence of unreasonable annoyance, inconvenience or nuisance at the hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property. Any time that an animal, including cats, are outside, it must be on a leash and accompanied by the Owner, or some other person. Animals shall not be left unattended outside even when chained or contained inside a fence. At no time shall animals be allowed to be chained or tied in the Common Area. Each Owner shall also be responsible for cleaning up the feces of its animals both on its Lot and on the Property.

The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including (if not already mandated by applicable laws of the Town) rules requiring that all animals be kept on a leash when in the Common Area and/or that animals be restricted to designated areas within the Common Area. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing in the Property at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be removed as provided in Section 7.08(a) and 7.08(b) of the Declaration.

Residents are required to comply with the Wake County Animal Control Ordinance, which regulates that all animals remain under the control of their owners at all times, whether by leash or fence and requires that pet owners pick up after their pets on private and public property. (See also www.townofcary.org for additional references to pets, rabid, nuisance wild animals, etc.) The contact number for Wake County Animal Control is: (919) 212-7387. If you need to report an animal that you suspect to be dangerous, please contact Wake County Sheriff’s Office at (919) 856-6911 or Town of Cary Animal Control at (919) 319-4517.

Play Equipment

Play equipment and play sets requires prior approval of the ACC. No such equipment may be placed in the front or side yards and should blend with the natural surroundings. Landscaping or fencing may be required to prevent from being visually obtrusive to the neighbors or community.

Pools

No above ground pools shall be allowed or approved by the ACC on any Lot. Exception: wading pools that are no taller than 18 inches and no wider than 8 feet in diameter, which shall be regulated by the ACC, may be used during appropriate weather and must be emptied and stored when not in use.

Rental Regulations

No Owner shall lease or rent less than an entire Lot. Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than six (6) months (unless a lease is executed for a shorter term in connection with the sale of a Lot by an Owner who is to temporarily occupy such Lot following the closing of the sale thereof).

Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lot(s), provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Governing Documents and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Governing Documents.

In the event an Owner shall rent or lease his or her Lot such Owner shall immediately give to the Association in writing:

- the name of the tenant and the Lot rented or leased;
- the current address of such Owner;
- a true and complete copy of the lease or rental agreement; and
- the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.

In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

With respect to any tenant or any person present on any Lot other than the Owner and the members of the Owner's immediate family permanently residing with the Owner on the Lot, if such Person shall materially violate any provision of the Governing Documents, or shall create a nuisance or an unreasonable and continuous source of annoyance to the Owners or shall willfully destroy Common Area property or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such Person and, where necessary, to enjoin such Person from returning. The expense of such action including attorneys' fees may be assessed against the applicable Owner and collected as a special assessment. The foregoing is in addition to any other remedy available to the Association.

The Association shall provide notice to the Owner of a leased Lot concurrently with any notices sent to the tenant of such Lot, and such Owner shall have the right to participate in any hearing or eviction proceeding. The right of eviction provided for herein shall be included in all leases or rental agreements between an Owner and a tenant, but the omission from a lease or rental agreement of such provision shall not affect the Association's right to evict as permitted herein.

Residential Use of Property

Except as otherwise provided, Lots shall be used for residential purposes and for no other purpose.

Rooftop Equipment

The approval of the ACC is required for all rooftop equipment and accessories, unless specifically accepted in this section. Solar energy equipment may be considered subject to the Owner responsible for or meeting the following conditions"

- obtain all required government permits (e.g. building permits, etc.);
- solar panels equipment must match the color of the roof, be of anti-glare design, and mounted flush to the roof;
- perform all maintenance and repair of the solar panel equipment and,
- any adverse effects (such as glare) to neighboring lots or vehicular traffic due to this installation.

Landscaping or other buffering may be required for solar panels.

Screening for HVAC Units with panels

No type of screening for the HVAC units may be installed without approval from the ACC. Screening must be located in the mulched beds only. Homeowners are responsible for the maintenance of all exterior improvements, including HVAC screening. The material, color, size and location should closely resemble these standards:

- Two pressure treated wood panels with top and side rails that partially enclose the HVAC unit on 2 sides.
- Pressure treated lattice screen to fill in the panels.
- Approximate dimensions of the panels are 40 inches in height, 53 inches in length and 38 inches deep (from the house).
- Panels must not block flow of water nor be located within a drainage easement.

Sheds, Outbuildings, Gazebos

Storage shed, playhouse or tree house plans must be approved in advance before construction can begin.

Approved storage sheds and play houses must be no larger in size than eight (8) feet by twelve (12) feet and be constructed of wood and finished with a siding material which is similar in color and composition to the residence. The shed/playhouse must have a suitably-constructed flooring system or foundation. (A masonry foundation or slab is permitted, provided that it is completely enclosed by brick or siding to grade level.) The roof must have a six (6) inch overhang, and be constructed of architectural shingles that match the color of the home. Additional landscaping or screening plants may be required by the ACC, depending upon location of shed. Sheds and playhouses may not be located in a sewer, landscape or drainage easement and must be placed in the rear yard where least visible to neighboring property and/or street. Owner must obtain all necessary permits and approvals from municipality.

Tree houses and gazebos do not have a standard design requirement and will be considered on a case-by-case basis.

Signs

Except as otherwise required by the City, no sign of any kind shall be displayed to the public view on any Lot other than one sign of not more than nine (9) square feet advertising a Lot for sale and signs of not more than nine (9) square 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 shall not be placed on a Lot earlier than forty five (45) days before such election and shall be removed within two (2) days after such election. Signs advertising **FOR RENT** are prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the ACC.

Solar Panels

The installation of solar panels or other “green energy” improvements (“Green Energy Improvements”) to the roof or exterior of a dwelling located on a Lot shall be permitted in accordance with NCGS §22B-20 after approval by the Architectural Control Committee. Upon any such approval for the installation of Green Energy Improvements, the Owner of such Lot, its successors and assigns, shall thereafter be responsible for the installation, maintenance and repair of the Green Energy Improvements and any and all damage caused to the dwelling on the Lot or to adjacent dwellings, if applicable, during the installation, maintenance or repair of such Green Energy Improvements, and, as a condition to such approval, Declarant and/or the Architectural Control Committee may require the Owner of the subject Lot to enter into a license or other agreement relative to same. The Association shall not be responsible for the installation, maintenance or repair of Green Energy Improvements installed by an Owner.

Prior ACC approval is required for any solar panel or green energy improvements.

Storage of Motor Vehicles and Recreational Vehicles

Please refer to Exhibit B, Pritchett Farm Rules & Regulations.

Storm Doors

Storm doors may be installed on the front or rear doors of a home provided that the following criteria is met: 1) door must have full view, single pane of glass with no etchings, tint or screen insert; 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.

Temporary Structures

Temporary structures are prohibited. The approval of the ACC is required for tents other than camping tents that are used for occasional overnight sleeping. Approval by the ACC is also not required for temporary canopies that are erected for special occasions.

Trampolines

Trampolines are expressly prohibited.

Trash, Garbage, Rubbish, Waste

No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Lot or the Common Area, except in sanitary containers located in a garage or in an appropriate area screened and concealed from view. Trash containers may be placed at the curb the night before the scheduled pick up and must be returned to their storage area within twelve (12) hours after collection. It is suggested that they either be kept in the garage or in your side yard, screened from view with fencing or landscape plantings; pre-approved by the ACC.

Refer to Exhibit C, Approved Garbage/Recycle Bin Screens. Other designs may be submitted and will be reviewed on a case-by-case basis.

Trees: Addition and Removal

Trees measuring four (4) inches or more in diameter at a point two (2) feet above ground level and any flowering trees or shrubs above four (4) feet in height may not be removed from the Property without the prior written approval of the ACC, unless such landscaping material is in the path of driveways and walkways located or to be located on any Lot. Exceptions here shall be damaged or diseased trees that threaten persons or property, which damaged or diseased trees shall be removed by the Owner.

Tree Buffer Areas

The Association hereby reserves a conservation easement for the planting of trees and for the protection, preservation, and maintenance of the trees situated within any tree buffer area shown on any recorded Map of the Property. No tree disturbing activity shall be permitted in tree buffer areas as it is a violation of the Town Code. Any tree disturbing activity undertaken in tree buffer areas or in undisturbed open space areas (and similarly designated areas for tree preservation subject to tree coverage requirements) shown on recorded Maps of the Property without a permit from the Town or otherwise in violation of the Town Code is a violation of the Town Code and may result in significant financial consequences to the Owner and/or to the Person responsible for such tree disturbing activity. Owners and their agents may, however, with the consent of both the Town and of the Association, enter tree conservation areas to perform active tree protection measures (as defined in the Town Code), to plant trees, to remove dead or diseased trees, or to plant replacement trees.

Utilities

Owners are responsible for any damage to the common area as a result of the installation of service lines from utility companies other than the electric, water, sewer, and gas. Pipes, wires, and other utility facilities shall be kept and maintained underground. Utilities include water, sewer, power, telephone, cable television, and miscellaneous conduits.

Vehicles

All motorized vehicles operating within the Property must be properly muffled so as to eliminate noise which might be offensive to others. All motorized vehicles and motorized bicycles are prohibited from being used or operated anywhere other than on the streets, roads, parking lots and driveways within the Property.

Refer to Exhibit B, Pritchett Farm Rules and Regulations for additional information

OWNERS SHOULD REFER TO ARTICLE VII, USE RESTRICTIONS AND ARTICLE XIII, ARCHITECTURAL CONTROL, IN THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR PRITCHETT FARM FOR ADDITIONAL INFORMATION.

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 Board of Directors, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Association the 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 Association, committees, or the officers, directors, members employees, and agents of any of them to recover any damages.

EXHIBIT A PRITCHETT FENCING OPTIONS

Fences are to be made of five foot or less tall black aluminum or treated wood with clear protectant only (no paint or colored stains are allowed). This includes total height of the fence, with/without an addition to the top being fence or lattice. The fence must be placed on the property line unless there is an easement; fences generally should not be placed in an easements, right-of-way or buffer, but may be allowed on certain lots based on municipal rules or changes. Please seek HOA counsel about your particular lot if your lot has an easement or buffer.

Fences should not alter or interfere with the lot's water drainage pattern.

Fences may enclose rear and side yards only. Side yard placement may come forward no more than 10' from the front corner of the home, not including the porch.

The fence posts must be anchored in the ground with concrete. If a fence is installed prior to obtaining ARC approval the homeowner may be required to remove or relocate the fence at their own expense. Chain-link and barbed wire fences are strictly prohibited. If a wooden privacy fence is installed, the finished side shall face outward from the requester's property, (good neighbor). Adjacent homeowners must be allowed to tie into the fencing.

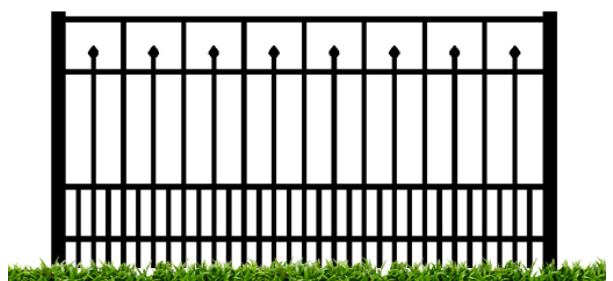
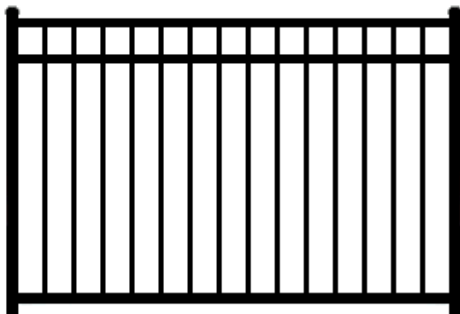
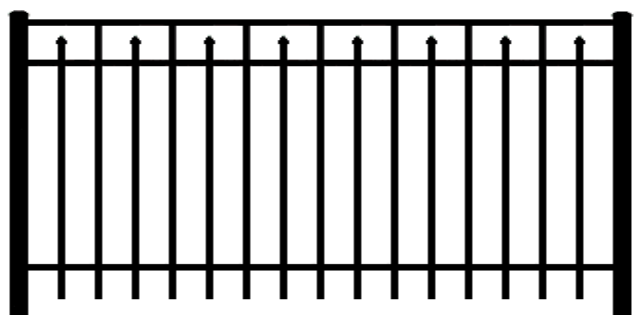
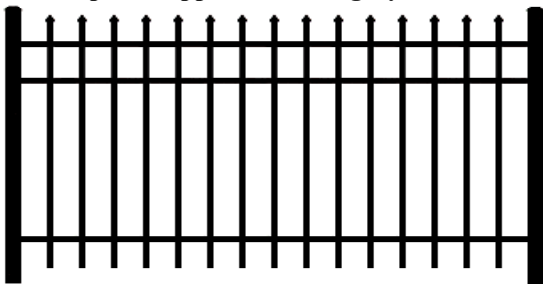
Approved wood style is the stockade style fence (see example pictured, below) with decorative post caps and no spacing of the pickets.

The black ornamental aluminum style fence will have a maximum spacing of 3.5 inches between the pickets. (See the fence details below). No other types of fences are allowed in Pritchett Farm.

Fences may be on the rear and side property lines with the following exceptions:

- Fences should not encroach in tree conservation areas or rights-of-way.
- Fence may not be located any farther forward than ten feet (10') from the front of the house (not counting the porch)
- Side yard fences at corner lots must align with, and may not extend beyond, the rear corner of the house.
- Small trees/Plantings are typically required along the outside of a fence line that faces the street to soften the exterior.

Samples of approved fencing styles: BLACK ALUMINUM



Example of approved fence with 18" puppy panel

Sample of approved fencing style: WOOD PRIVACY



EXHIBIT B
PRITCHETT FARM RULES AND REGULATIONS

A. INTRODUCTION

In order to live harmoniously in a close community, it is necessary to have a few rules. Please keep in mind that each one of these rules is necessary in order to make your day to day life and the day to day lives of your neighbors more pleasant and enjoyable.

By observing these rules, all residents of Pritchett Farm community will have the benefit of living in one of the most pleasant and appealing residential communities in Cary. If there are any rules with which we just cannot live, your Board of Directors (the "Board") has the authority to revise them. The following rules were adopted by your Board in accordance with the provisions of Article 8, Section 1(a) of the Bylaws to adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of Owners and their guests thereon and in the community. Your Board unanimously approved the following rules.

These rules and regulations are in addition to those covenants, conditions and restrictions for Pritchett Farm set forth in the Declaration of Covenants, Conditions and Restrictions for Pritchett Farm governing the community, as amended from time to time (the "Declaration"). If there is a conflict between the provisions of the Declaration and these rules and regulations, the provisions of the Declaration shall control. Capitalized but undefined terms set out in these rules and regulations shall have the meanings ascribed to these terms in the Declaration.

B. APPEARANCE

In addition to any restrictions contained in the Declaration:

1. No portion of the Common Areas shall be decorated in any manner by any Owner or occupant without the prior written consent of the Board.
2. Each Owner shall maintain his or her Lot, the improvements and landscaping thereon in good repair and free of weeds, debris.
3. No Owner shall make any alterations or improvements of or to the Common Areas without the prior written consent of the Board.
4. No tables with umbrellas or grilles of any kind shall be located on any front porches of the homes on the Lots.
5. It shall be the responsibility of each Owner to regularly water the grass, plants, trees and landscaping on its Lot.

C. PARKING AND STORAGE

In addition to any restrictions contained in the Declaration:

1. No bicycles, motorcycles, mini-bikes or similar vehicles or other personal articles shall be stored in the Common Areas or on porches except as approved in writing by the Board.
2. No vehicles belonging to any Owner or to a member of the family or guest, or tenant of an Owner shall be parked in such manner to impede or prevent ready access to the remaining parking areas within the community. Owners, visitors, licensees and the Owners' families will obey the posted parking regulations, and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners.
3. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle shall be parked, stored or left on any portion of the Property. The term "commercial vehicle" shall generally exclude government-issued vehicles or automobiles of a type commonly used for family transportation notwithstanding that they may have commercial lettering or logos on their exteriors, provided (i) no objects, signs, tools, tool racks, or other forms of commercial advertising are attached or affixed to the vehicle; and (ii) the Board shall have the authority in its sole discretion to make final determinations as to whether a vehicle is a commercial vehicle on a case by case basis.
4. No inoperable or wrecked vehicles of any type are allowed on the Property, either temporarily or permanently. No repairs to any vehicles or other personal property shall be made in parking spaces or driveways, except in the case of emergency.
5. No vehicles of any type shall be parked or stored on/across any sidewalk on the Property or on any part of a Lot other than in those areas improved for that purpose (i.e., driveway or parking pad), and all parking and storage shall otherwise comply with all governmental and private rules and regulations, including regulations regarding nuisance and on and off-street parking.
6. No garage sales or similar activities shall be permitted on any Lot or within the Common Areas, except as approved in writing by the Board.

D. DISTURBANCES

In addition to the restrictions contained in the Declaration:

1. No Owner shall make or permit any noises or cause disturbances that will annoy the occupants of the buildings or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Owners. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS.

EXCESSIVE NOISE FROM PARTIES, STEREOS, TV's, MUSICAL INSTRUMENTS, ETC. CAN FRUSTRATE NEIGHBORS. SPECIAL CARE SHOULD BE GIVEN TO NOISE AND DISTURBANCES EMANATING FROM PRIVATE PROPERTY; INCLUDING PATIOS, DECKS, PORCHES, BALCONIES AND DRIVEWAYS,.

2. No discharge of firearms or fireworks shall be permitted.
3. No excessive idling of vehicles shall be permitted.
4. Owners shall ensure that alarm systems associated with their homes and automobiles are in good working order and repair in order to avoid unwarranted disturbances to neighbors.

E. GARBAGE AND UTILITIES

1. All garbage and refuse from homes shall be deposited with care in containers provided for such purposes, shall be transported by each Owner for collection to the designated location as required by the garbage service, and shall be retrieved by each Owner and appropriately screened from the view of any private right-of-way or adjoining Lots within twelve (12) hours after garbage collection. All waste should be bagged and tied before depositing in receptacles.
2. No Owner shall interfere in any manner with any portion of the common lighting apparatus on, in or about the buildings. No Owner shall install exterior lighting on the Property, except as approved in writing by the Board.
3. No Owner shall dispose of any grass clippings, leaves, fertilizer, debris, paint, oil or other potentially hazardous materials in storm drains, streams, ponds, lakes, Common Areas or other portions of the property.

F. SAFETY

1. Each Owner shall maintain, in a prominent place, within his or her home a general-purpose fire extinguisher.
2. Owners shall exercise reasonable care in the enjoyment of fireplaces located within their homes.
3. Declaration of Covenants, Conditions & Restrictions Section 7.02 prohibits outdoor fires other than grills unless approved by the Architectural Control Committee. All outdoor fires must be completely extinguished after each use. The burning of trash, treated wood, or yard waste is prohibited.
4. Each Owner shall secure exterior access to their home, garage and rear yard area.

G. PETS

In addition to any restrictions contained in the Declaration:

1. No animals, livestock or poultry of any kind shall be kept or maintained on any portion of the Property or in any home except that dogs, cats or other household pets may be kept or maintained provided that they are raised for commercial purposes, that they do not create a nuisance (in the judgment of the Board), such as, but without limitation, by number, noise, odor, damage or destruction of property or refuse, and further provided that they are kept and maintained in compliance with all laws and ordinances of applicable governmental authorities relating thereto. In no event shall more than a total of three (3) dogs and/or cats be regularly kept on any Lot except for newborn offspring of such household pets which are under nine (9) months in age. The Board may prohibit or require removal of any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference with the peaceful enjoyment by other Owners of their Lots, and the security measures taken by the Owner with respect to such animal, the Board, after affording the Owner of such animal Notice and Opportunity for Hearing, deems to be undesirable, a nuisance or a safety hazard.
2. Owners shall clean-up after their pets, including without limitation within the Common Areas and personal property. Except for domesticated cats, pets shall not roam free within the Common Areas and otherwise shall be kept on an overnight basis within homes.

H. USE OF COMMON AREAS

In addition to any restrictions contained in the Declaration:

1. No climbing or horseplay on or near retaining walls, entrance monuments, signage, etc. located within the Common Areas shall be permitted.
2. No disturbance of any creeks, storm water detention areas or landscaping areas located within the Common Areas (except by the Declarant or the Association) shall be permitted.
3. No decorations of any kind shall be installed in the Common Areas except for any decorations approved in writing by the Board.

EXHIBIT C

APPROVED GARBAGE/RECYCLE BIN STORAGE and SCREENING

Storage of garbage cans and recycle bins are approved in the following locations:

- In the garage (**no application needed**)
- On the side or rear of the lot (**application required**) Side and rear yard location requests must be approved by the ACC. An application must include detailed information about materials and style for the proposed fence or screen, and include a landscape planting plan of shrubs to soften the visual impact of the proposed trash/recycling corral. See below for more information on rules for garbage and recycle bin screening.

Several fence panel samples, available locally, are depicted below, but other designs will be considered. **Other designs may be submitted and will be reviewed on a case-by-case basis.**

A screen to hide trash and recycle bins from the street and the adjacent home may be installed and a proposal to screen trash and recycling bins must contain the following:

- Two or more pieces of 48” tall wooden fence panels at right angles against your house or garage. Two panels may be necessary to adequately screen two large bins from adjacent homes or a combination of screen and plantings will be considered. Panels should be **solid but may have open or lattice at the top**.
- The preferred placement of the street-facing screen is at the front corner of the garage/house, but other locations will be considered.
- Wood panels may be painted to match the house trim or at least a clear sealant or natural cedar stain applied and refreshed on a regular basis. Finials on corner posts are permitted, but not required.
- Panels must be permanently installed in the ground either by concrete or post or rod to assure that the screen will remain upright and even, and not blow over
- Shrubs or a combination of screens and shrubs can also be used to achieve the “screen effect,” as well. The shrubs must be at least 48” tall from the top of the root ball at the time of installation and must be planted in such a manner that the trash cans will be fully screened within one growing season. Recommended shrubs to be used are Chindo Viburnum, Cleyera, Ligustrum, and Wax Myrtle, but other plantings can be submitted for approval.
- Several fence panel samples, available locally, are listed below, but other designs will be considered. Other designs may be submitted and will be reviewed on a case-by-case basis. All must be permanently secured in the ground

The panel examples depicted below can be found locally at Home Depot. Note that panels should be solid, and may or may not have lattice on top. There are also several other similar designs that you may prefer on the same site:

<http://www.homedepot.com/b/Lumber-Composites-Fencing-Wood-Fencing-Wood-Fence-Panels/N-5yc1vZc3pk/Ntk-Extended/Ntk-fence+panels?Ntx=mode+matchpartialmax&NCNI-5>.



Below is an example of a combination of painted wood screen and plantings to screen trash cans from view of street and adjacent home. This example shows full lattice which is not preferred, but is included in the example to depict how a combination of fencing and landscape can effectively screen.



EXHIBIT D
TOWN OF CARY
Noise Ordinance
Partial Excerpts

DIVISION 2. NOISE*

***State law reference**--Authority to regulate noise, G.S. § 160A-184.

📖 Sec. 22-102. Statement of purpose and intent; loud, disturbing noises prohibited, generally.

The provisions hereinafter contained are enacted for the purpose of preventing noise disturbances or unreasonably loud noise and are enacted pursuant to the authority granted in G.S. § 160A-184. Above certain levels or durations and during specific times of day, unreasonably loud noise or noise disturbance is detrimental to health, safety and welfare of the citizenry and the individual's right to peaceful and quiet enjoyment. It is the policy of the town to prohibit noise disturbances or unreasonably loud noise from all sources, subject to its police power, in order to secure and promote the public health, comfort, convenience, safety, welfare, and prosperity of the citizens of Cary. Nothing in this Article IV, Division 2 is intended to deter individuals from lawfully exercising the individual right of freedom of speech and commerce, or any other freedom guaranteed under the Constitutions of the United States of America or of the State of North Carolina, and nothing in this Article IV, Division 2 is intended to unreasonably limit or restrain commercial or industrial enterprise.

Subject to the provisions of sections [22-104](#) through [22-112](#), it shall be unlawful for any person to create or assist in creating any unreasonably loud, disturbing noise in the town which does frighten, annoy, disturb, injure, or endanger the comfort, repose, health, peace or safety of citizens within the Town of Cary or causes damage to property or business within the Town of Cary. Such sounds do not include the ordinary and usual sounds, noises, commotion or vibration incidental to residential living or operation of business or commercial establishments when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business.

(Code 1982, § 13-10; Ord. No. 93-29, 5-13-1993; Ord. No. 98-008, § 1, 6-11-1998; Ord. No. 2013-Code-05, 10-10-2013)