CAMDEN TOWNHOMES AT CARY PARK OWNERS ASSOCIATION, INC

Rules & Regulations HANDBOOK

Also included in this document:

Maintenance Responsibility Chart

Leasing Policy and Forms

Architectural Guidelines & Exterior Change Application Form

MANAGEMENT COMPANY:
ELITE MANAGEMENT PROFESSIONALS, INC.
4112 Blue Ridge Road, Suite 100 ~ Raleigh NC 27612
Office ~ 919-233-7660

1.0 GENERAL CONTACT INFORMATION

MANAGEMENT COMPANY:

Only **homeowners** should contact the management company.
Tenants should contact their landlord with any issues or questions. Tenants are the owner's responsibility and management will only speak/correspond with owners.

Elite Management Professionals, Inc.
4112 Blue Ridge Road
Raleigh NC 27612

www.elite-mgmt.com

Community Manager:
Eric Browning, CMCA, AMS
919-233-7660
ericbrowning@elite-mgmt.com

EMERGENCY NUMBERS:

POLICE, FIRE, AMBULANCE: **911**

Elite Management Professionals, Inc.
Emergency # 919-634-4545 (after-hours emergency service number)
For emergencies such as Fire, Flood, or Property Damage

Cary Police Non-Emergency Number: 919-469-4012

2.0 INTRODUCTION

This Camden Townhomes Community is diverse, composed of homeowners, tenants, professionals, students, and families. This variety of lifestyles makes Camden Townhomes a unique community. A close-knit neighborhood, situated in a townhome development requires cooperation and regulation of behavior. Consideration for the community as a whole is very important. In order to assist residents in living together peacefully, the Camden Townhomes at Cary Park Owners Association (CT@CPOA) has compiled this information handbook.

This handbook contains Rules and Regulation and policies which govern living in our townhome community along with procedures residents (both homeowners and tenants) should follow in the event of a problem. Rules and Regulations contained in this handbook are the Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws for Camden Townhomes at Cary Park Owners Association and have been adopted by the Board of Directors as the Rules and Regulations for the Camden Townhomes community. These Rules and Regulations are not intended to replace the above-mentioned documents but serve only to enhance them. These Rules and Regulations were adopted to further assist with the mandate of the Declaration of protecting and enhancing the value of the property in the Camden Townhomes community. Compliance with these Rules and Regulations is not voluntary.

2.1 Authority

Article III Section 3.9 of the BYLAWS of Camden Townhomes at Cary Park Owners Association, Inc. states: "The Board shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things, except such acts as by law of the Declaration or by these Bylaws may not be delegate to the Board. Such powers and duties of the Board shall include, but shall not be limited to, the following: (e) Adopting and amending such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Camden Property, ..."

2.2 Adoption

To be effective March 1, 2012, The Board of Directors hereby adopts this handbook and future amendments hereto, including the rules and regulations herein, as the Rules and Regulations of the Camden Townhomes at Cary Park Owners Association.

2.3 Compliance

As specified in the Declaration and enumerated above, compliance with these Rules and Regulations is not voluntary for all homeowners and tenants. Unless specified otherwise, the penalty for violation of these Rules and Regulations shall be the suspension of homeowner member voting rights for a period of not less than thirty days or a fine to be determined by the Board of Directors or both. In addition, the Association may pursue an action in equity or at law for compliance with these Rules and Regulations.

3.0 GENERAL HOMEOWNER ASSOCIATION INFORMATION

The Camden Townhomes at Cary Park Owners Association, Inc. is a legal entity comprised of the property owners within the Camden Townhomes Community. The Association has been in existence since August 2006 for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property, including maintenance of the parking areas and common grounds.

Policies and procedures of the Association are set forth in the Declaration of Covenants, Articles of Incorporation, and Bylaws. The Board of Directors, relying upon these documents, makes rules and regulations and provides for the operation of the Association. Committees of homeowners and residents are appointed by the Board of Directors to work with specific areas of concern. A management company is retained to provide the day to day administrative duties for the Association. The management company reports directly to the Board of Directors.

3.1 Legal Documents

Several legal documents provide for the existence of the Camden Townhomes at Cary Park Owners Association. In addition to existing statutory provisions regulating administrative requirements of not-for-profit corporations, the following documents provide the legal standing of the Association. Amendments to these documents must be approved by the Membership.

3.1.1 Declaration of Covenants Conditions and Restrictions

This document, and its amendments, are on file in the Wake County Register of Deeds Office and are a binding covenant against each individual Lot. This document can also be found on the Camden Townhomes website – camdentownhomeshoa.com

3.1.2 Articles of Incorporation

This document creates the legal entity known as the Camden Townhomes at Cary Park Owners Association, Inc. It is on file in the Office of the North Carolina Secretary of State. This document can also be found on the Camden Townhomes website – camdentownhomeshoa.com

3.1.3 Bylaws

This document provides for the operation of the Homeowners Association. This document can also be found on the Camden Townhomes website – camdentownhomeshoa.com

3.1.4 Copies of Documents

In addition to other sources, hard copies of these documents may be obtained from the Management Company for a fee of $25.00.

3.2 Membership

Membership in the Association is afforded to any person who is an Owner of a Lot subject to an assessment by the Association. Membership is mandatory.

3.2.1 Meetings of Members

The membership of the Association meets each year. Each Member receives advanced notification of this meeting.

3.3 Board of Directors

The Association is governed by a three-member Board of Directors. Once the Board transitions from Declarant control **(This transition has been completed)**, the Board Members will be homeowners. Board Members are volunteers. They contribute their personal talents and expertise and illustrate commitment to a quality standard of living in our community.

3.3.1 Election

New Directors are elected by the Association Membership each year at the Annual Meeting of Members once the Declarant period ends. Transitions takes place at 75% build out. **(This transition has been completed.)**

3.3.2 Transition

The control of the Association will transfer to the homeowners once 80% of the homes are closed to new homeowners, until the Declarant transfers control, or until December 31, 2016. At the time of transfer, a meeting will be called and a new Board of Directors will be elected of homeowners in the community. **(This transfer has been completed.)**

3.4 Meetings of Directors

Meetings of the Directors are held on a regular basis and <u>some meetings are open to the Membership</u>. Members wishing to address the Board of Directors may do so prior to each meeting. Please contact management prior to the meeting if you wish to address the Board and you will be added to the Meeting Agenda.

3.5 Committees

Committees may be established by the Board of Directors to manage ongoing procedures and address specific issues. <u>If you are a homeowner and interested in a committee, please contact the Management Company.</u>

3.6 Management Company

The Board of Directors has selected a Community Association Management Company to provide the day to day administrative operation of the Association. The management company carries out the decisions of the Board of Directors. In addition to other duties, the management company collects the monthly assessments, pays bills, oversees contractors used by the Association, and facilitates correspondence. All suggestions, comments, complaints, or other business of the Association should be communicated directly to the Management Agent by homeowners only **(tenants should contact their landlords for any issues.)** As necessary and appropriate, communication is made to individual homeowners, the Board of Directors, the Membership at large, contractors, etc.

4.0 ASSESSMENTS

4.1 Collection of Assessments

As provided by the legal documents, assessments for the townhomes are collected by the management company in the following manner:

4.1.1 Due Date

Monthly assessments are due on the 1st day of each month.

4.1.2 Coupons

Due to the popularity of paying assessments online and through automatic bank draft, **coupon payment books are no longer being sent out automatically and are only provided upon request of the homeowners at the cost of $5 (for 2025) per year.** Coupon books may be requested by a homeowner by contacting management company. Loss of coupons or not receiving coupons does not justify non-payment.

4.2 Form of Payment

Personal checks are accepted at the discretion of the management company. Checks should be made payable directly to the Camden Townhomes at Cary Park Owners Association, Inc. Cash is not accepted.

4.3 Delinquency

Assessment payments are delinquent if not received by the first of the month. To encourage payment, the following delinquency policy has been implemented.

4.3.1 Late Fees

Homeowners delinquent in their assessments shall be assessed a late fee each month the monthly assessment amount is not paid by the last of the month.

4.4 Collections

All accounts that are past due are subject to legal collections proceedings, including perfecting a lien on the property and foreclosure of that lien. All attorney's fees are passed on to the delinquent member's HOA account.

5.0 MAINTENANCE
(see Appendix A - Maintenance Responsibility Chart)

5.1 Common Areas

Property owned by the Association is maintained by the Association. This includes parking areas, signs, and the majority of the landscaped areas within the community. Homeowners should not provide maintenance to these areas or make improvements or changes without prior approval of the Association.

The Storm Water Control Device (SCM) ponds on the property are off limits and are posted with No Trespassing signs. There is no wading, swimming, fishing, boating or any other access allowed on those ponds. Anyone found trespassing in these areas will be reported to local authorities and should be reported to the management company immediately.

5.2 Exterior Building Surfaces

Maintenance to certain exterior building surfaces of the townhomes is provided by the Association. If a homeowner wants to make any changes to the exterior of their townhome, the homeowner must complete and submit an Architectural Review Form (see Section 9 for more information.)

The Maintenance Responsibility Chart in Appendix A at the end of the document, outlines what maintenance the HOA provides and what the homeowner is responsible to maintain and repair.

5.3 Debris Removal

Debris, leaves, items on decks and porches should be removed by the unit owner or occupant.

5.4 Interior Maintenance

All interior maintenance is the responsibility of the homeowner. This includes interior and exterior doors, windows, post lights, doorbell systems, door knobs, all electrical, plumbing, HVAC etc.

5.5 Mailboxes

Mailboxes are maintained by the Association. However, mailbox keys are not. Iif you need a mailbox key you must contact the local post office to obtain one.

5.6 Unit Keys

Neither the Association nor the Association's management company maintains keys to individual townhome units.

5.7 Procedure

In the event of any necessary repair or maintenance concern**,** homeowners notify the management company during normal business hours **(renters should contact their landlord.)** If you need emergency assistance, a 24-hour Emergency Line is provided by Elite Management. The management company agent will inform the homeowner of the Association's liability in each matter. If the Association is not responsible for the repair, assistance may be available in obtaining a contractor for such repairs. Work order requests may be placed by homeowners through the website at www.camdentownhomeshoa.com.

6.0 INSURANCE

6.1 Association Provided

The Association provides insurance coverage for the common property owned by the association and certain exterior elements of the units. Homeowners are responsible for insuring certain elements of their home and their belongings. Homeowners are encouraged to contact their insurance agency regarding questions on coverage.

6.1.1 Public Liability

This coverage is for injury caused upon the Common Property or in some other way as a direct result of the negligence of the Association or its agents.

6.1.2 Property Coverage

This coverage is for damage caused to improvements to real property owned by the Association.

6.1.3 Directors and Officers

D&O coverage protects the Board of Directors and Committee Members in the case of an error or omission on their part while performing in their capacity as a Director or Committee Member.

6.2 Homeowner Provided

Each homeowner must maintain proper "homeowner coverage." This includes coverage of the structure and contents and protection in the event of a liability on the part of an Owner. Most Owners need a HO-6 policy and are encouraged to speak with their agent regarding the correct type of coverage needed for their townhome.

6.3 Tenant Provided

Although not required, tenants are strongly encouraged to obtain renters insurance so that their personal possessions are protected. Neither the Association's nor most Owners insurance will protect tenant's possessions.

7.0 LEASING

7.1 Leasing Definition

Leasing is defined as the use of the townhome by tenants, children or other relatives of the owner when the owner is not a permanent resident within the townhome.

7.2 Leases

As defined in the Declaration of Covenants, Conditions, and Restriction for Camden Townhomes at Cary Park, Article VIII Section 14. Leasing: "Prior to entering into any lease, the Owner of the Dwelling Unit proposed to be leased shall present the lease to the Board for approval in order for the Board to ensure (i) that the lease complies with the provisions of this Declaration, and (ii) that the lease will not result in more than twenty percent (20%) of the Dwelling Units in the Property being leased at any given time." For additional information about the process of submitting leases for approval, please contact the Management Company.

7.3 Minimum Lease Term

All initial lease terms must be for a term of no less than 12 months.

7.4 Short Term Vacation Rentals

Short term rental services (such as AIR BNB and other vacation rental services) are strictly prohibited.

7.5 Leasing Policy (See Appendix B – Leasing Resolution)

7.6 Enforcement

Tenant(s) and their guests must abide by all regulations of the Association. Damage to the properties caused by Owner, tenants or their guests will be charged to the Owner's HOA account as an assessment to be paid by the owner of the property.

8.0 PARKING & TOWING

8.1 This section applies to all residents, whether homeowner or tenant parking. Under the terms of the covenants-Article VIII, Section 15, the Executive Board has the authority to adopt, publish and enforce rules and regulations governing all Common Elements and all Lots. Due to safety concerns and traffic flow concerns, parking shall be restricted in certain areas of the community. **Homeowners are encouraged to use their garages and driveways for parking vehicles, not the streets.**

Note: Proper parking is required, and towing is enforced.

Parking within the community will be routinely monitored by One Direct Towing.

8.2 No Parking Areas

Residents shall regularly park on their driveways or garages or in the properly-marked street parking spaces. There has been some confusion by "Reserved" painted in the spaces…This is just to let everyone know the spaces are reserved exclusively for Camden TH residents and their Guests. Vehicles may park only in spaces properly **marked with WHITE PAINT,** as available. For the safety of all our residents, some parking spaces have been removed from areas deemed unsafe, such as Summerhouse Road. Therefore, spaces marked with **BLACK PAINT ARE NOT PARKING SPACES**. Street parking spaces are available for guests or short-term, temporary parking by residents on a first-come, first-serve basis. Residents should only have the number of vehicles in the community that can be parked on their private property (i.e. driveway and/or garage). Residents SHALL NOT park or store extra vehicles in the street parking spaces.

Parking is specifically prohibited in these areas:

8.2.1 Adjacent to curbs painted yellow or red.

8.2.2 On sidewalks.

8.2.3 On lawns.

8.2.4 In front of mailboxes. Fifteen (15) minute parking is permitted while retrieving mail only.

8.2.5 Any area not properly marked by a WHITE parking line is not a parking space. **NO PARKING ZONES are clearly painted "No Parking" in yellow on the street with a yellow line along the curb & red near fire hydrants.**

8.2.6 Any area marked by **"No Parking"** signs.

8.3 Abandoned or Inoperable Vehicles

Any vehicle parked upon the property (whether in a marked space or not) must be operational, properly licensed, tagged, inspected, and insured. Inoperable condition shall include, but not limited to flat tires, heavy damage, leaking fluids and expired license plate. Street parking spaces are not provided to store extra vehicles. Vehicles parked in a street parking space for more than 72 hours will be towed at the owner's expense.

8.4 Commercial Vehicles

Commercial vehicles may be parked only in garages and shall not be parked in driveways or on the streets. Commercial vehicles include, but is not limited to:

I. Commercial signage, including vehicle wraps & magnetic signs.
II. Company logo anywhere on the vehicle.
III. Commercial license plate.
IV. Ladders or other tools of trade in plain sight on the vehicle.
V. Any vehicle with a gross vehicle weight rating of more than 10,000.
VI. Vehicle designated to transport more than 10 passengers.
VII. Vehicle of any size that is used to transport hazardous materials.
VIII. Busses of any kind.
IX. Semi-tractor trailer.
X. Limousines.
XI. Hearses.

8.5 Angled/double parking

Angled or doubled parking is not permitted. Vehicles must at all times, be parked within the confines of a single parking space, painted with **WHITE PAINT**.

8.6 Damage to Property Caused by Vehicles

Homeowners will be held responsible for all damage to the property including lawns, trees, shrubbery, underground pipes, irrigation pipes, curbs, etc. caused by vehicles owned by the property owner, their tenant(s), or guest(s).

8.7 Trailers. Boats and other Recreational Vehicles

Trailers, boats, and other recreational type vehicles shall not be parked upon the property unless prior written approval is obtained from the Board of Directors. These items may be stored inside garages only.

8.8 Enforcement

All vehicles parked in violation of these Rules and Regulations will be towed at the expense of the owner.

8.9 Towing

Vehicles are towed at the discretion of the towing contractor. The property is regularly patrolled and illegally parked vehicles will be towed at the OWNER'S EXPENSE.

8.10 Disputes

Disputes over towing should be addressed to the towing company.

9.0 ARCHITECTURAL MODIFICATION RULES

For the protection of all homeowners and to maintain property values, exterior changes to the buildings or grounds require the prior approval and are subject to the rules outlined in the Declaration of Covenant and Restrictions, Rules and Regulations Handbook and the Architectural Standards and Construction Guidelines & Exterior Change Application Form (found in Appendix C of this document.)

9.1 Prior Approval

For the protection of all homeowners and to maintain property values, exterior changes to the buildings or grounds require the approval by the Architectural Review Committee (**or in absence of an Architectural Committee, the acting Board of Directors**). Any change or exterior alteration whatsoever, including but not limited to fences, concrete pads, plantings, house painting, decks, etc. must first have approval from the Architectural Committee.

9.2 Procedure

The following procedure has been established to review architectural change requests.

9.2.1 Form Request

An Architectural Change Request Form is included in ***Appendix C - Architectural Guidelines & Exterior Change Application Form*** of this document. It may also be requested from the management company or obtained from the association's hosted website at **www.camdentownhomeshoa.com**

9.2.2 Completion of Form

The Architectural Change Request Form must be completed and signed by the owner of the property. Tenants, other residents, children, assignees, and other such individuals may not sign Architectural Change Request Forms.

9.2.3 Submittal of Form

Architectural Change Request Forms are to be submitted to the management company who will review the form and, if necessary, request additional information. Once the completed form and any additional information have been received, the Management Company will notify the homeowner of the date of receipt of the completed form.

9.2.4 Review of Form

Completed forms will be reviewed by the Architectural Review Committee within 30 days of the date the completed form is received.

9.2.5 Notification to Owner

The property owner will be notified by the management company, in writing, of the decision by the Architectural Committee.

9.2.6 Denials

When requests are denied, homeowners may submit alternative proposals or additional information to the Architectural Committee by submitting the information to the Management Company.

9.2.7 Project Progress and Completion

Projects must be completed within a reasonable time following approval but in no case more than 90 days, unless an exception is granted in writing by the Architectural Committee.

9.2.8 Inspection

During construction and upon completion, the work may be inspected by the Architecture Committee and/or the management company to determine compliance with the initial application.

9.2.9 Permits/Licenses/Insurance

Homeowners are required to obtain all appropriate permits, licenses, and insurance that may be required by the Association or by local, state, or federal government agencies.

9.2.10 Enforcement / Unapproved Alterations

Upon notification to the Owner, a request must be submitted for any unapproved alterations. Upon review by the Architectural Committee, any unapproved alterations must be removed or altered as determined by the Architectural Committee. If any owner fails to comply with the decision of the Architectural Committee, the Association may take legal action, including the assessment of fines of up to $100/day until the alteration is removed. Alterations on the Common Property will be removed without notification.

9.3 Architectural Design/Construction Guidelines

9.3.1 Antennas

Television antennas and radio aerials are not permitted.

9.3.2 Satellite Dishes

Satellite dishes are permitted, but must be no larger than 1 meter in diameter or diagonal measurement. Dishes are to be placed at the rear of the home so as not to be seen from the street and off the ground. If reception is not available when the dish is placed out of view from the street, the homeowner must complete an Architectural Change Request Form and propose acceptable screening. Locations for satellite dishes and other electronic devices and wires need to be approved by the Committee. All wires must be hidden, and the dish professionally installed.

9.3.3 Holiday Decorations

Tasteful and non-profane decorations can be put on the resident's property up 14 days in advance of commonly recognized holidays and must be taken down within 14 days after the end of the holiday. The exception is winter holiday decorations, which may be put up the day before Thanksgiving and must be taken down no later than January 14th. Any

Holiday lighting must have a "UL" or comparable rating, must be rated for outdoor use, and may not be extremely bright or disturb other residents. No strobe lighting. String lights or other holiday lights must be removed from the outside property at the end of the holiday and may not be kept up year-round. No decorations may be placed in a common area other than by the Association. Each owner is liable for any damage from holiday decorations caused by Owner, Tenants or guest to their external property or a common area. A Town of Cary Ordinance prohibits the using speakers outside your residence at any time, including playing holiday music.

9.3.4 Outdoor Décor

Large structures, including seasonal or holiday decorations exceeding 3 feet or weighing over 30lbs require approval by the Association before being placed outside. This includes decorative flags, art placed into planting beds, concrete statues, etc. All décor must be properly maintained, cleaned and removed once it has become damaged or sun-bleached. Residents may display the flag of the United States or North Carolina, of a size no greater than four feet by six feet. If uncertain about any of these requirements, please contact the management company with questions.

9.3.5 Basketball Goals

Basketball goals are not permitted.

9.3.6 Clotheslines

Permanent clotheslines/poles are not permitted.

9.3.7 Dog Houses, Dog Pens, or Other Animals, Habitats and Structures

Dog Houses, Dog Pens, Chicken Pens, Chicken Coops, and Rabbit hutches are not permitted. No pens for the purpose of retaining animals are permitted.

9.3.8 Decks

Deck plans require the prior approval of the ARC Committee. Deck maintenance is controlled by the HOA and should not be altered by the homeowner. Any permanent attachments to the deck require approval. Any damage by the Homeowner will not be covered by the Association, which includes damage from attaching screws, hooks, bolts, etc. to the deck structure or planting vines, shrubbery, etc. that was not planted by the Developer or Builder. Leaving pets on decks for long periods of time, unattended is prohibited. Owners will be responsible for any damage to the deck caused by pets.

9.3.9 Retaining Walls/Hardscape Borders/Patios

Shrubbery planted in a row which creates a natural fencing or barrier between properties requires architectural approval. Retaining walls, hardscape borders, and patios require approval of the Committee. Exceptions to height and/or fencing materials requirements may be submitted to the Committee which may grant a variance from these guidelines, in its sole discretion.

9.3.10 Approved Fence Details

No fence shall be allowed upon a Lot without prior written ARC approval. If approved, fences may be allowed in rear yards but must not be placed further forward than the rear corners of the side building setback. Corner or minor decorative fencing treatments in the

front of the property may be permitted depending on individual circumstances.

Privacy type fences are generally not permitted but may be considered where the property line borders a non-Camden Village or non-residential neighboring property or if the lot backs up to a natural area. The following types of fences are the only two styles allowed for consideration.

A single 6' x 6' privacy panel almond in color. See style Exhibit A below. Alternative fence style shall be 4-foot, black aluminum with pickets no greater than 4" apart. See style Exhibit B below. One Gate must be provided and must be at least 42" wide. The owner will be responsible for maintenance of the yard inside the fenced area. The Association does not take responsibility for damage to fences caused by normal lawn maintenance. Fences in the town homes must be located at the rear of the property and may enclose the back yard area.

Exhibit A

Exhibit B

9.3.11 Flagpoles, Flag post and Lamp Posts

Flagpoles, flag posts and lamp post structures must have prior written ARC approval. When submitting your application please include details regarding the materials of construction, height, and approximate location on the property. Also include if there are any additional Flagpoles, flag posts and/or lamp posts. Generally, each home is allowed one flagpole, flag post or lamp post.

9.3.12 Grading

Changes to the topography of your lot, including but not limited to, lot clearing, tree removal, addition or removal of dirt is not permitted. Any alteration to common areas that are a result of a survey improvement require approval.

9.3.13 Landscaping/Planting

ARC approval is not required for most plantings or biodegradable landscaping treatments (i.e. mulch) as long as the existing landscape scheme is maintained. In the case of mulch, only natural color or non-dyed is permitted and must match what the neighborhood has applied.

Note: Do to the fire hazard it poses and based the passage of a Town of Cary ordinance, <u>pine straw for landscaping purposes is not allowed anywhere on the Camden Townhomes at Cary Park property</u>.

Plants installed by a homeowner must not encroach into the neighbor's lot or into any common area. Plants must match the landscape within the community or should accent the existing surrounds. Excessive planting is not allowed and should not become a nuisance to others in the community. If in doubt, please contact the Management Company. Plants purchased from the homeowner must be removed immediately after they have expired.

9.3.14 Potted Plants

Potted Plants visible from the street must be potted in a decorative container. A Decorative container is described as a reusable container, not discarded when the plant expires, and is made of a higher-grade material compared to the disposable containers that are usually sold with most plants. Excessive pots are not allowed and should not become a nuisance to others in the community. If in doubt, please contact the Management Company. Expired plants and the pots must be removed immediately.

9.3.15 Rain Barrels

Rain Barrels require prior written ARC approval and must be made of plastic or wood (no metal containers permitted). Barrels must be located in the rear of a dwelling or along the side of a dwelling with minimal visibility from the street.

9.3.16 Sheds/Storage Buildings/Enclosed Structures

Sheds, Storage Buildings or any other Enclosed Structures are not permitted.

9.3.17 Street Right-of-way Obstructions

Both the Camden Townhomes at Cary Park community and the NCDOT prohibit placement of any obstructions in the street right-of-way. Such barriers include posts and/or chain/rope, blocks or stones, fences or hedges of any kind, any form of large

shrub/tree planting or bed, construction materials, dirt piles, construction debris. Construction equipment, materials, mulch, pavers, etc. must be delivered and placed entirely within the borders of your property and not stored on the street during your project.

9.3.18 Solar Collectors

Prior written ARC approval is required prior to installation of Solar Collectors. Solar Collectors must be installed to be as inconspicuous as possible. Whenever possible, collectors must be placed on the rear of the home. Collectors must be attached only to the roof, not free standing, or ground mounted. Every effort must be taken to camouflage the plumbing and supports for the collectors. This camouflaging may require completely encasing the collectors. All metal parts must be painted to match roof coloring. There must be a minimum exposure of piping with no piping running down the side of the dwelling.

9.3.19 Swimming Pools, Spas, and Hot Tubs

Swimming Pools, Spas, and Hot Tubs are not permitted.

9.3.20 Turf Renovation

Renovation or replacement of turf grass with same type/variety of grass does not require Committee approval.

9.3.21 Window Air-Conditioners

Window AC units are prohibited. Free-standing, portable AC units can be purchased from home improvement stores such as Lowe's or Home Depot.

10.0 GROUNDS MAINTENANCE

10.1 Lawn Maintenance

The Association provides lawn care to the common areas and the front and back lawns of the townhomes. However, homeowners are responsible to repair any damage to lawns due to negligence by owners, family members, guests or tenants. This includes areas surrounding driveways that are damaged due to vehicles driving over it.

10.2 Fenced Rear Yards

Rear yards enclosed inside approved fences are the responsibility of each individual homeowner. If a fence was approved by the Executive Board, the owner shall be responsible for the fence repair, maintenance, replacement as well as the grounds maintenance therein.

10.3 Gardens

Approved gardens are the responsibility of the homeowner. Any approved garden which is not maintained by the owner in a neat and productive condition may be removed at the discretion of the Association. The costs of such removal will be at the homeowner's expense.

10.4 Bicycles, toys. lawn chairs, hoses, etc.

Bicycles, toys, lawn chairs, hoses, and other such items should not be stored on the townhome lawn or on front stoop, porch or in view of the street. Grounds maintenance staff are not responsible for

moving these items in order to mow and will not be responsible for damage to items left out.

10.5 Planting Beds

Items placed in planting bed must not obstruct activities of the landscaper in their normal duties of mulching and pruning.

11.0 OPEN SPACE

Use of the open space is regulated to provide a safe and pleasant area.

11.1 Private Use

These areas are for the private use and enjoyment of the Members, residents, and their invited guests. They are not intended for large parties or other similar gatherings.

11.2 Hours of Use

The open space may be used between the hours of 9:00 am and 8:00 pm.

11.3 Noise

Noise from the open space and play areas must be limited so as not to be heard over ambient noise within the adjoining units.

12.0 PETS

All laws, ordinances, rules and regulations pertaining to dogs, cats, and other domestic animals and adopted by local officials are hereby adopted as rules and regulations of the Camden Townhomes at Cary Park Owners Association.

12.1 Leashes

All animals (including cats) while outside in the neighborhood must be on leashes or similarly restrained at all times when outside the dwelling. This applies to animals on your property and on Common Property.

Animals are not to be left unattended on the Common Area, patios, decks, or yards of the townhomes. This includes the tethering/chaining of animals to posts, doors, electrical boxes, etc. Unattended animals often create a disturbance or are threatening to those passing by and is illegal in the Town of Cary.

12.2 Pet Waste

Do not let your pet defecate or urinate on the front or back property areas of a townhome for which you do not own or rent. Walking your pet in the front or back area of another townhome within their property lines, falls under the legal definition of trespassing (even if only your pet enters the property.) If you are having issues with trespassing on your property, call the Cary Police Department or Animal Control and report the specific individual(s) for warning/citation.

Sufficient common property lawn areas are provided to allow dogs to relieve themselves without causing a nuisance. Owners walking their dogs anywhere within the community must have a device available for the collection of feces and pick up the feces and deposit it in an appropriate trash

receptacle (including feces on the private property of the pet owner). There are multiple pet waste stations available for use throughout the neighborhood. Homeowners and tenants are responsible for ensuring their guests comply with these requirements.

At no time may a pet be allowed to relieve itself (defecation or urination) on the deck, porch or patio of a residence. Any person allowing their pet to relieve itself on any of these areas will be required to pay to properly disinfect the surfaces and perform repairs to the property (such as damage caused by urine to deck boards and staining) and may be subject to additional fines.

12.3 Enforcement

Enforcement of the leash law, failure to clean up pet waste in public and private property areas (as required by the Town of Cary), trespassing and other local ordinances will be done by local officials. To report a violation, please contact the Town of Cary Animal Control office at 919-319-4517 or visit their website to download the Nuisance Animal Complaint Form at: http://www.townofcary.org/Departments/police/Services_Bureau/Animal_Control.htm. Dogs that bark more than 15 minutes in a 30-minute period can also be reported by calling the **Non-Emergency Cary Police phone number – 919-469-4012**. Homeowners can also send a copy of the nuisance complaint or a copy of the incident report filed with Animal Control or the Cary Policy to the management company for possible additional action by the Association. Other complaints regarding animals should be directed to the management company (renters should report the problem to their landlords.)

12.4 Bird Feeders

Due to problems with specific types of bird feeders and bird seed attracting large numbers of pigeons in the neighborhood, which defecate profusely on private and common area properties and damage lawns, flower beds & roofs, **the only bird feeders allowed in the neighborhood are hummingbird, suet and thistle feeders**. No other feeders or seed will be allowed.

This includes, but not limited to, no tray feeders, wild bird seed mixes (in a feeder/any container or thrown on the ground, decks, porches or any standing surface) or other bird seeds/feeders. Violations should be reported by homeowners to the management company (renters should report the problem to their landlord.)

13.0 GARBAGE AND RECYCLING COLLECTION

13.1 Garbage

The trash and recycling collection schedule can be found on the Town of Cary Garbage Collection website**.**

13.1.1 Containers

The Town of Cary provides rollout carts for household garbage that should be rolled to the curb each week. Cary's durable carts are designed for easy rolling and are effective at controlling pests. Truck operators will dump the carts using an automated arm.

Everyone who receives a rollout cart should place all household garbage inside their cart for pick up. Excess garbage that will not fit inside your cart can be taken to the Citizen Convenience Center located at 313 N. Dixon Ave. at no charge.

Please place your cart at the curbside no earlier than dusk the day prior to the collection

day and by 7 a.m. on your collection day. Set the cart at the curb with the arrows pointing to the street as indicated on the lid. The cart should be placed away from light poles, mailboxes or fire hydrants. There should be ample room between the cart and your recycling bin and any yard waste.

13.1.2 Lids

In addition to being properly maintained, all garbage containers must be tightly closed.

13.1.3 Location

Garbage is collected from the curb /alleyway only from roll away containers provided by the town.

13.1.4 Storage

Carts must be returned to their storage location no later than 6 a.m. the day following your collection day. Houses where collection is done on the named street in front of the house, you must store your trash cans **inside your garage or in the rear of the property** and out of site from the street in front of the home. Any containers that are repeatedly left viewable from **any** named street are in violation of the Camden Townhomes Rules & Regulations as well as the Town of Cary Ordinance. Violators are subject to HOA fines of $25 per occurrence.

Houses where collection is done behind the house off an alley, must store their trash cans in the garage or flush against the back of the townhome (away from the curb and out of site from any named street.) Containers that are repeatedly left out in the alleys or other locations, which can cause damage and obstruction to moving cars, are violations the Association rules and can results in fines to the homeowners. Any containers repeatedly left in the alley can be reported to the management company.

13.1.5 Offensive Containers

Residents must keep lids on their trash cans to keep from emitting offensive odors that are a nuisance to the community. Violators will be subject to HOA fines of $25 per occurrence.

13.2 Recycling

The Town collects recycling every other Tuesday on the same day as garbage collection.
Residents are encouraged to recycle. The Town of Cary provides curbside pick-up of glass, plastic, aluminum, newspapers, etc. The Cary Recycle program includes all Town of Cary solid waste customers and individually owned multi-family complexes. The Town uses a single stream recycling process that allows all accepted materials to be put together in your curbside cart. For more information what can be recycled or the current schedule, you can call the Town of Cary at (919) 469-4090 or visit their website at townofcary.org

13.2.1 Containers

The Town of Cary provides rollout carts and bins for recyclable items that should be rolled to the curb every other week. Please place your cart at the curbside no earlier than dusk the day prior to the collection day and by 7 a.m. on your collection day. The cart should be placed away from light poles, mailboxes or fire hydrants.

13.2.2 Garbage/Recycling Bin Lids

In addition to being properly maintained, all carts must be tightly closed.

13.2.3 Collection Location

Recycling is collected from the curb /alleyway only from roll away containers provided by the town.

13.2.4 Storage

Recycling carts and bins must be returned to the storage location no later than 6 a.m. the day following your collection day. Houses where collection is done on the named street in front of the house, must store your recycling carts and bins **inside your garage or in the rear of the home** and out of site from the street in front of the home. Any containers that are repeatedly left viewable from **any** named street are in violation of the Camden Townhomes Rules & Regulations as well as the Town of Cary Ordinance. Violators are subject to HOA fines of $25 per occurrence.

Houses where collection is done behind the house, off an alley, must store their carts or bins in their garage or flush against the back of the townhome (away from the curb and out of site from any named street.) Containers that are repeatedly left out in the alleys or other locations, which can cause damage and obstruction to moving cars, are violations the Association rules and can results in fines to the homeowners. Any containers repeatedly left in the alley can be reported to the management company.

13.3 Extra Large Items

Extra-large items such as furniture are collected by special arrangement only. **Please call the Town of Cary at (919) 469-4090 to schedule a pick-up BEFORE placing items at the curb.**

13.4 Trash / Debris on Property

Homeowners are responsible for any garbage from their bins spread by animals, weather, tenants, or guests. Failure to clean-up all debris immediately may result in the homeowner being billed for the pick-up of items.

When trash, boxes, crates, bins, large items, etc. are found adjacent to townhomes, they will be removed without further notice. The owner of the townhome will be held responsible for the cost of such removal. Due to the proximity of the townhomes to one another, prompt removal of such items is important.

15.0 STORAGE

15.1 Storage Locations

Personal items such as lawn furniture, bicycles, toys, etc. should be stored inside the home or garage or on the rear patio in a neat and orderly manner, except gas grills cannot be stored on decks or patios. You may not use the front of your home as a storage area. This includes the porch and parking areas.

15.2 Violations

In the event of storage of items in violation of this section, the homeowner will be fined up to $100/day until the items are removed."

16.0 OBJECTIONABLE ACTIVITY

As stated in the Declaration, no noxious or offensive activity shall be carried on upon the Property or improvements thereon, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood, including but not limited to partying in the visible front yard, open garages or parking area. Homeowners will be held legally and financially responsible for any trash cleanup or property damage caused by themselves or their guests.

16.1 Noise

A local noise ordinance exists, and any resident disturbed by excessive or persistent noise at any time should report violations immediately to the police. Disturbances include but are not limited to loud music, voices, cars, animals, etc., that may interrupt sleep or in any way disturb the well-being of community residents.

Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police.

All residents have the right to a quiet neighborhood. Swift and firm action against offenders is the only means to preserve such rights. Violations should be reported through the **Cary Police Non-Emergency Number: 919-469-4012**. It is strongly recommended that you request the police to come to your home prior to visiting the noise problem.

In the event you are required to contact the police about a noise problem, homeowners should notify the management company agent. The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

17.0 SIGNS

17.1 Sale or Rent Signs

One standard real estate sign, no more than 18 x 24 inches, indicating a home is for sale or rent may only be posted on the townhome's property in the front lawn area. For Sale or Rent signs may not be posted in common areas, behind the houses, in the alleys.

17.2 Political Signs

One political sign or poster may be posted on the homeowner's property. The sign may not be larger than twenty-four by twenty-four inches. The sign or poster may be displayed up to sixty days before the election and must be removed within forty-eight hours following the election.

17.3 Security Alarm Company Yard Signs and Window Stickers

One security alarm service sign may be posted in the front yard of the homeowner's property **OR** one security alarm service window sticker may be placed in a front door window or front window in lieu of a sign. The sign can be no bigger than 12 inches x 12 inches and the sticker can be no

larger than 4.5 inches x 4.5 inches. **ONE** window sticker may also be placed in the back of the house on back door window or back window of the townhome and the sticker can be no larger than 4.5 inches x 4.5 inches.

17.4 Other Signs

No other signs may be posted on the townhome, lot or Common Property, or within vehicles parked on the Camden Townhomes at Cary Park property.

17.5 Posted Flyers

Flyers are subject to the same rules as signs and may not be posted on the mailboxes, light posts, trees, electrical poles, buildings, etc. except by the Camden Townhomes at Cary Park Owners Association.

17.6 Enforcement

Owners in violation of this section may be fined up to $100/day until the sign is removed.

18.0 SOLICITING

18.1 No Soliciting Allowed

Soliciting is not allowed. Please advise solicitors that the parking areas, sidewalks, and Common Property are private property and ask them to leave. If they do not leave, please contact the police department at 919-469-4012. Please also notify the management agent of the problem. Soliciting includes the distribution of any information or the collection of money for any purpose. Religious organizations are not exempt from this section.

19.0 POOL ACCESS AND RULES

19.1 Eligibility for Pool Access

The pool is for the sole use of Camden Townhomes at Cary Park Association Members, tenants (with approval of the homeowner landlord) and their guests. All association members and approved tenants using the pool must sign and return the Pool Rules and Regulations form to the Management Company. Anyone using this facility without authorization is subject to arrest for trespassing. Homeowners who are not current with their assessments may not access the pool (including their tenants.) **For the safety of all members and their guests, you should not let anyone into the pool area that is not a part of your family or your guest (including letting people slide in behind you when you open the gate.)** Anyone stating they have forgotten or lost their pool key should not be granted access. Granting access to an unauthorized person can result in a suspension of your pool privileges.

19.2 Use of Pool is at Own Risk

There is **No Lifeguard** on duty at this pool. Users of this pool do so at their own risk. Camden Townhomes at Cary Park will not be responsible for any accidents or injury in or around the pool.

19.3 Pool Hours of Operation

Pool hours are from 9AM until dusk or 8:30pm, whichever is later. Usage of the pool outside of

these hours, unless explicitly granted by the Board of Directors, is considered trespassing and is subject to fines, and penalties and suspension of pool privileges.

19.4 Pool Keys

ONE access key per household will be issued. In the event a key is lost or stolen, a replacement access key may be purchased for $35. Limit of 1 access key per household. Owners should contact management if they need a new key. Access keys must be retained and will NOT be reissued each year. Please keep them in a safe place. **Access key must be transferred to the new owner with the sale of property and provided by landlords to the tenants.**

19.5 Pool Closures

Inclement Weather Policy - It may be necessary to temporarily close the pool due to inclement weather. If there is bad weather at the start of the day and daily pool maintenance cannot be performed due to the weather, a delay may occur in the opening of the pool. If severe weather persists past 6:00 PM with no indication of clearing, the pool will remain closed for the rest of the day.

During inclement weather when the pool is open, the following safety procedures will be followed:

- **Lightning and Thunder** – Lightning is life-threatening and water-seeking. If lightning is spotted or thunder is heard, members, residents and their guests should immediately leave the facility. If it is unsafe to leave the area, members and guests should take shelter in the bathroom facility until it is safe to leave. Members should wait a **minimum of 30 minutes** from the last sound of thunder or lightning sighting before returning to the pool area.
- **Severe Weather** – In the event of a severe storm, tornado, hurricane, etc., members and guests must leave the facility. If it is unsafe to leave the area, members and guests should take shelter in the bathroom facility until it is safe to leave.

19.6 Violations and Penalties

Violators of pool rules & regulations are subject to fines, penalties, suspension of pool privileges and/or criminal liability. Disturbances as well as inappropriate behavior will be reported to local authorities for possible legal action.

19.7 Trespassing and Suspicious Activity

Any suspicious activity or trespassing should be reported to 911.

Appendix A

CAMDEN TOWNHOMES MAINTENANCE RESPONSIBILITY CHART

ITEM	Homeowner	Association
Attic power vents, vents and fans	X	
Common area lighting		X
Common sidewalk maintenance		X
Damage to landscaping caused by resident, employee or guest, autos, repairs, spills, pets, etc.	X	
Driveways repair and replacement		X
Electrical fixtures (except in common areas)	X	
Exterior townhouse numbers		X
Exterior water spigots	X	
Exterior window frames, encasements, & glass	X	
Extra cost of painting due to owner negligence (changing the color or using the wrong type of paint, adding holes)	X	
Foundation/structural parts of home	X	
Garage Doors	X	
Grounds/Landscaping (builder installed)		X
Grounds/Landscaping (common areas)		X
Grounds/Landscaping (homeowner installed)	X	
Gutter/downspout Cleaning, replacement & repair		X
Heating/AC units & feeder lines	X	
Ice and snow removal from private streets		X
Ice and snow removal from driveways & walkways	X	
Interior repairs caused by leaks	X	
Mailbox repair/replacement (normal use) (cluster box)		X
Meter leaks or replacement	X	
Party Walls- shared by owner	X	
Pest control- inside home	X	
Private road & parking areas other than driveway repair		X
Repair/Maintenance of Architectural changes	X	
Roof repair/Leaks/Replacement		X
Screens, screen doors, doors	X	
Service Walks from drive to home		
Sewer lines from common cleanout to city line	X	
Siding, trim and shutters (cleaning/painting/repair)		X
Storm doors	X	
Structural problems	X	
Termite warranty		X
Water lines damaged by HOA		X
Water lines outside of foundation wall	X	
Weather-stripping	X	
Window fixtures & door hardware	X	
Window glass	X	

The information provided on the maintenance responsibility chart is subject to verification in the Covenants Conditions & Restrictions.

Camden Townhomes at Cary Park Owners Association, Inc.
Pool Rules & Regulations

Pool Hours: 9 am until Dusk (or 8:30pm whichever is later)

1. The pool is for the sole use of Camden Townhomes at Cary Park Owners Association, Inc. Members, residents or their guests. Anyone using this facility without authorization is subject to arrest for trespassing.
2. No lifeguard is on duty at this pool. Users of this pool do so at their own risk. Camden Townhomes at Cary Park will not be responsible for any accidents or injury in or around the pool. Use of the pool indicates acceptance of these conditions.
3. Children under the age of 14 must be accompanied by a parent or parent-approved guardian who must be 18 years of age or older.
4. Each household may bring a **maximum of two guests, unless otherwise approved,** to the pool at a time. Residents must accompany their guests at all times.
5. No Smoking inside the pool gate/fence area.
6. No Alcoholic beverages may be consumed at the pool facility.
7. **Parties or groups** of adults or children, other than residents, may **not** use the pool.
8. **NO GLASS is ever permitted inside the pool area**. Coolers may be checked. (*Note: Any Camden Townhomes at Cary Park member, resident or guest violating the no glass rule which results in the pool closing will be responsible for all costs associated with draining, refilling and chemically balancing the water.)*
9. No pets allowed inside of the pool gate area. Pets and/or other animals found in the pool may result in pool closure and the *member, resident or guest violating the no pet which results in the pool closing will be responsible for all costs associated with draining, refilling and chemically balancing the water.)*
10. Infants and children who are not "potty trained" must wear a swim diaper while swimming. Fecal contamination will result in pool closure. *Member, resident or guest violating this rule which results in the pool closing will be responsible for all costs associated with draining, refilling and chemically balancing the water*
11. No running or horseplay on pool deck or in bathroom area.
12. No profanity or fighting.
13. No food, drink or gum allowed in the pool. Food and drink are allowed on pool deck area only. No Gum Allowed.
14. All trash must be placed in proper receptacles and any spills must be cleaned on tables or chairs.
15. Appropriate swimwear only. No cutoffs or street clothes. Loose threads clog the filter/pump.
16. Rafts are not permitted in the pool.
17. Kickboards may be used for lap swimming only.
18. Floatation devices (ie. noodles) and small ring buoys (under 24" in diameter) may be used in the shallow area of the pool.
19. Children who wear water wings or life jackets in the pool must be supervised by a parent or guardian at all times.
20. **NO DIVING ALLOWED**.
21. Medications shall not be dispensed at the pool.
22. No loitering in the pool area. Playing or loitering in the shower or bathroom areas is not permitted. Children should not be left unattended in the bathroom area.
23. No Frisbees or hard balls allowed in the pool area.
24. Furniture is not allowed in the pool. Tampering or removal of any pool equipment or furniture is not allowed.
25. Refrain from using the pool if you have open wounds, sores or lesions.
26. No loud music, musical instruments, amps, or microphones. Only battery-operated radios or personal listening devices, etc. may be used at the pool. Please be considerate.

Any suspicious activity or trespassing should be reported to 911.

Inclement Weather Policy - It may be necessary to temporarily close the pool due to inclement weather.

ARCHITECTURAL CONTROL

I. INTRODUCTION

These guidelines are intended to serve as a consistent foundation for planning and implementing any exterior changes to homeowner owned property. Owners are responsible for repairs to any damage of existing structures, landscape, paint, turf grass, additions, etc. No application is needed to make repairs and restorations back to the original condition. If you are unsure or have questions, please contact Management regarding whether or not an application is required.

Please retain these Guidelines as part of your permanent community documents for reference and provide them to future owners of your home. Please read and follow these Standards. Approval MUST be obtained IN WRITING from the architectural review committee (or in absence of an Architectural Committee the acting Board of Directors) and the Management Firm BEFORE the start of any exterior change.

The Architectural Committee is comprised of volunteers from the Camden Townhomes at Cary Park community (or in the absence of an Architectural Committee, the acting Board of Directors.) The Committee is allowed up to 60 days to act on an application however the vast majority of applications will be processed within 30 days of receipt. As residents, the Committee understands the need to review and process applications in a timely and professional manner, please plan for a 30-day review process and do not commit labor or materials until you have received written approval.

II. PURPOSE AND POLICY

The following guidelines are designed to assist homeowners in complying with ***Article VII of the Declaration of Covenants and Restrictions for Camden Townhomes at Cary Park*** and the ***Camden Townhomes at Cary Park Rules and Regulations Handbook – Section 9 -ARCHITECTURAL MODIFICATION RULES*.** The above documents should be reviewed in full before going forward to obtain prior approval for exterior changes on any property owned by the homeowner or on property owned in common by all property owners in Camden Townhomes at Cary Park. It is the intended effect that these guidelines will result in equitable and consistent handling of all applications for Architectural Review Committee approval so the necessary value judgments will be kept to a minimum. These guidelines are published to help the homeowner better understand the Covenants. This document does not replace or supersede the Covenants. The Camden Townhomes at Cary Park Covenants are the legal and binding authority and the Covenants take precedence over any of these stated guidelines.

In a planned community like Camden Townhomes at Cary Park, questions naturally arise as to how to maintain a harmonious, quality development as the community matures. The following guidelines attempt to provide a meeting ground between private interests and preferences and the broader interest of the Camden Townhomes at Cary Park community, as a whole. Basic control for maintaining the quality of design is through the Declaration of Covenant and Restrictions for the Camden Townhomes at Cary Park subdivision. The Covenants run with the land and are binding on all homeowners and renters and should be fully understood. The fact that each homeowner is subject to these Covenants will assure all homeowners that the standards of design quality would be maintained in order to enhance the community's overall environment and to protect property values.

The Architectural Committee Charter established an Architectural Review Committee to be composed of 3 to 5 representatives appointed by the Board of Directors. The Committee Charter and the Guidelines noted

in Section V, requires the Committee's prior written approval of any exterior change, addition or alteration to any property. Such changes include any building, fence, wall, other structure, color change, or lawn type change that may be added or altered. It further requires that the plans, specifications and location showing the nature, kind, shape, height, and/or materials be approved in writing as to the harmony in external design and location in relation to surrounding structures and topography. The Architectural Review Committee is charged with conducting the review of all applications for exterior changes and with rendering a decision to the applicant in writing in a timely manner following of receipt of a complete application. If the Committee fails to approve or disapprove a request for a change within 60 days after receipt of a complete and correct application, then approval will not be required and Article V of the Declaration will be considered to have been waived.

III. REVIEW CRITERIA

The Architectural Committee evaluates each application on its individual merits. Refusal or approval of plans, locations, or exterior color may be based by the Committee upon any ground, including purely aesthetic considerations. In general, the Committee's decisions are based on the following standards as guidelines.

Validity of Concept - The idea of the exterior change must be complete and appropriate to its surroundings.

Landscaping and Environment - The proposed exterior change must not adversely impact the natural landscape or the man-made environment.

Relationship of Structures and Adjoining Property - The proposed exterior change must relate harmoniously to its surroundings and to existing buildings and terrain that are visually related to the change.

Protection of Neighbors - The interests of neighboring owners must be protected by making reasonable provisions for such matters as water drainage, sound and/or sight buffers, privacy, preservation of views, light and air, and other aspects which may have a substantial impact and/or effect on surrounding property.

Design Compatibility - The proposed exterior change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting. Compatibility is defined as harmony in design, style, scale, materials, color and construction details.

a) Scale: The three-dimensional size of the proposed change must relate to adjacent structures and surroundings.

b) Materials: Continuity is established by use of the same or like-kind materials as used in the home.

c) Color: Must be consistent with the residence's color scheme.

Workmanship - The quality of work must be greater or equal to that of existing structures. Project

Completion Timing - An approved property change may be built or installed either by the owners or by a contractor, however, projects that remain incomplete for a long period of time are visually objectionable and can be a nuisance and/or safety hazard for the community. All applications must contain a proposed maximum time period from start to completion of construction. Standard timing is within 30 days of starting the project, and the proposed time period is considered unreasonable, the Committee may not approve the application or may recommend the project be broken up into phases.

IV. APPLICATION, REVIEW, APPEAL, and CORRECTION PROCEDURES

OBJECTIVES

The Architectural Committee, in examining each application for design approval, considers whether or not the exterior change is in compliance with the Covenants, Conditions, and Restrictions for the Camden Townhomes at Cary Park Subdivision and the Architectural Review Guidelines outlined in this document. The main objective of the Committee and these guidelines is to preserve and enhance property values in the community and to maintain a harmonious relationship among structures, vegetation, topography and the overall design of the community.

APPLICATION **PROCEDURES**

1. Complete the Application form and attach all required information.
    a) Include full details of the proposed change. If the change is structural, fencing, or grading, submit a sketch or plan and outline specifications. Be sure to include such information as type of material, size, height, color, location, etc.

    b) Provide a sketch of the location of the improvement as it relates to your house and lot. Please provide a surveyed plot plan with exterior change clearly sketched onto it. Indicate the distance of the exterior change to the lot line of adjacent properties.

    c) Neighbor's approval is encouraged but not mandatory. For complex or large projects, it is highly encouraged to gain concurrence to the project plan with all neighbors that are immediately adjacent to the property.

2. No application for a change will be accepted for consideration if not submitted with the application form and appropriate exhibits.

3. Email, fax, mail or hand-deliver the application to Management at the address on the application form. Incomplete applications will require that you submit additional information before they are accepted and reviewed.
    a) The first day of the 60 DAY review period will begin three business days after the date the complete application is received, accepted, and confirmed by the Management Firm.

    b) Accepted applications will then be forwarded to the Camden Townhomes at Cary Park Architectural Review Committee for review.

REVIEW PROCEDURES

During the Committee's consideration of an application, Committee member(s) may wish to view the site and talk to the applicant or neighbors regarding the proposed change. Neighbors do not have "veto" authority but may provide any concerns or objections to the Board or Committee for consideration. The Committee may inspect work in progress and request (either orally or in writing) the applicant to correct any noncompliance with the approved design. The Committee will vote on applications, rendering one of three possible decisions: Approved, Approved with Conditions, or Declined. If the application is "Approved with conditions" or "Declined", the Committee will provide, in writing, the reason(s) why the project was not approved as submitted. Applications that are "Approved with Conditions" may proceed only if the noted conditions are completed and addressed. All submitted applications are retained and archived by the Management Firm.

APPEAL PROCEDURE

If the applicant disagrees with the decision of the Committee in its review or inspection, the following appeal process is defined:

a) File a written appeal with the Board of Directors at the address of the Management Company within fifteen days after receipt of a notice of disapproval.

b) The date and time of the appeal is established by the Board of Directors; this is normally at the next scheduled Board meeting. A majority vote of the Board is required to reverse a Committee decision.

CORRECTION PROCEDURE

Remedies: An exterior change made without the required approval of the Committee, or the Board on an appeal, constitutes a violation of the Protective Covenants. A violation requires removal or modification of the work at the expense of the property owner, or payment of damages incurred by the Association in an effort to have it removed or modified.

Reports: The Committee may inspect projects in process and/or the community in general to identify violations although they are not required to do so. All Camden Townhomes at Cary Park residents have the right and responsibility to bring to the attention of Management any apparent violation of any provision of these Architectural Review Guidelines or the Protective Covenants. When Management receives a violation report, a notification of a violation is made to the resident in order to identify the problem and request a resolution.

Failure to Comply: Should the owner fail to follow through on the agreed resolution the homeowner will be requested to attend a Due Process Hearing with the Board of Directors in order to determine the final resolution. Due process hearings can result in fines and/ or "self-help" (where the association may take action on an owner's behalf and charge his or her account for the work).

V. PENALTIES FOR NONCOMPLIANCE

In addition to any remedies the Association may have at law or in equity, the Association reserves the right to levy a fine of up to $100 dollars per day against any Lot Owner who fails to comply with the rules and regulations set forth herein concerning obtaining approval for improvements or abiding by a Committee decision regarding said improvements after being notified by the Association in writing of non-compliance and attending a Due Process Hearing before the Board of Directors.

Camden Townhomes at Cary Park Homeowners Association

Application for Architectural Review of Proposed Exterior Changes/Additions

(This form may be used for both architectural changes and landscape changes.)

Submit to:
Elite Management Professionals, Inc.
4112 Blue Ridge Road
Suite 100 Raleigh, NC 27612
(919) 233-7660 (Office)

Date of Application: _____ Date Received _____

Name of Association: ___**Camden Townhomes at Cary Park**_____

Homeowner's Name: _____

Address: _____

Email Address: _____

Home #: _____Work /Cell#: _____

Anticipated Project Completion Date: _____

***Project must be completed within 30 days of approval or additional written permission will be needed from Committee/Board for an extension of time*.**

Homeowner agrees to replace and/or repair at their sole expense any damages to any common areas and personal residence areas such as walking areas, trees, buildings, roads, etc. as a result of making the approved modifications.

_____ (homeowner initial)

A narrative description of the proposed improvement must be attached. Please use a separate sheet of paper. In the case of an addition or modification to the exterior of your home, please specify the following:

Dimensions:

_____

Heights:

_____

Colors:

_____

Materials to be used:

_____

Plot plan/ elevation:

_____

Illustration drawing: (please attach)

A copy of your plot plan demonstrating the location of the proposed exterior design change on your lot in relation to the home and other existing structures is required. Other items that may be helpful are: sketches, specifications, professionally prepared and sealed plans, pictures, paint charts, or any other information that will assist in reviewing this application. Please attach these to this request prior to submitting it to the committee.

All improvements must be thorough, with no less than good quality materials, free from faults and defects and in compliance with any and all applicable laws, regulations, and ordinances. Any deficiencies in workmanship or materials, determined by reasonable standards of construction in your Town or City, shall be corrected upon request of the Association at the cost of the homeowner. Such corrections must be performed within thirty days of written notice from the Association or its duly appointed representative.

Office Use Only: Application# _____

Homeowner will be responsible for contacting any applicable municipality and for the cost to obtain permit(s) and inspection(s) if required. Upon transfer of ownership of subject property, homeowner agrees to inform the new owner of any maintenance agreements that have been set up prior to the transfer. _____ (homeowner initial)

Signatures from all property owners that are connected to your lot and from homeowners that would have a reasonable view of the improvement from their property are encouraged. If the unit adjacent to your unit is occupied by a tenant, the signature should be obtained by the owner of the unit. Please obtain their signatures prior to submitting your request in the area below or on a separate sheet of paper if necessary.

I acknowledge that the requesting property owner has shown (me/us) the details of the proposed improvement described on this form and that (my/our) signature represents only (my/our) awareness of the request. I understand that (I/we) may make verbal or written comments directly to the Board/Committee if desired.

NAME **ADDRESS** **SIGNATURE**

_____

_____

_____

NOTE: I understand that I must receive approval of the Board of Directors/Committee in order to proceed. I understand that the Board/Committee approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I agree to complete the improvements promptly and within 30 days after receiving approval. I further

understand that work that begins prior to written approval may result in a fine charged to me.
_____ (Homeowners initials)

I have read and understand the Architectural guidelines, and acknowledge the requested changes do not violate the Architectural Guidelines or the Convents of the Community.

Sign/Date: _____

Thank you for submitting your request for improvements.

Office Use Only: Application#: _____

A decision was made regarding your request on: _____

☐ APPROVED as requested

☐ CONDITIONALLY APPROVED, with the attached/following conditions:

_____

☐ DENIED, with the attached/following comments:

_____

_____

Should the Board/Committee deny your request, you may appeal to your Board of Directors in writing at the next regularly scheduled Board meeting. Please submit your appeal to: Elite Management Professionals, 4112 Blue Ridge Road Ste 100 Raleigh NC 27612. ONLY WRITTEN APPEALS WILL BE RECONSIDERED

Revised 9-22-2106

CAMDEN TOWNHOMES AT CARY PARK OWNERS ASSOCIATION, INC.
RESOLUTION REGARDING LEASING OF DWELLINGS

WHEREAS, Article VIII, Section 14 of the Declaration of Covenants and Restrictions for Camden Townhomes at Cary Park ("Declaration") vests the Board of Directors with authority to enact rules regarding the permitted duration and permitted maximum percentage of all dwelling units in the Property which may be leased at any given time; and

WHEREAS, Article VIII, Section 14 of the Declaration provides that prior to or in lieu of the Board's adoption of such rules, the minimum term of permitted leases shall be six (6) months and the maximum percentage of all dwelling units in the Property which may be leased at any given time shall be twenty percent (20%); and

WHEREAS, Article VIII, Section 14 of the Declaration also provides that prior to entering into any lease, the Owner of the dwelling unit proposed to be leased shall present the lease to the Board for approval, that all Lessees shall be provided a copy of the Declaration, Bylaws, and Association rules, and that all leases shall provide that the Lessee is bound by the same; and

WHEREAS, in recognition of the leasing provisions set forth in the Declaration, and in an effort to properly enforce the leasing restrictions of the Declaration and to provide protection for the value of all Lots within Camden Townhomes at Cary Park, the Board of Directors deems it to be in the best interests of the Association to enact the following rules and regulations regarding the leasing of Townhomes;

NOW THEREFORE, the Board of Directors of Camden Townhomes at Cary Park Owners Association, Inc., by and through the undersigned, does hereby adopt the following leasing rules and regulations which were approved on _____, 2016, by majority vote of the Board of Directors at a regularly called meeting of the Board. Capitalized terms shall be defined as set forth in the Declaration, except as otherwise defined herein.

LEASING RULES AND REGULATIONS

For the purpose of these Leasing Rules and Regulations, the term "leasing" refers to the regular, exclusive occupancy of a Townhome by any person other than the Owner, whether or not such person is paying rent to the Owner. However, occupancy by a roommate of an Owner who occupies the Townhome as such Owner's primary residence shall not constitute leasing hereunder.

Section 1. Leasing Permits. All Owners shall be required to obtain written permission (a "Leasing Permit") from the Board of Directors in order to lease their Townhomes, as follows:

(a) Grandfathered Leases. The Owner of any Townhome that is being leased as of November 1, 2016, or has previously been leased and is being advertised for leasing as of November 1, 2016, is entitled to receive a Leasing Permit as long as the Owner submits a copy of a Permit Application to the Board along with a copy of the existing lease, on or before **November 30, 2016**. If the application and lease are not submitted to the Board on or before November 30, 2016, the Owner will be treated as if no lease was in effect as of November 1, 2016, and will be subject to the Leasing Cap described below.

If such permit application and lease is submitted on a timely basis, the Owner shall be issued a Leasing Permit which will allow the Owner to continue to lease the Townhome until the expiration of the lease in question. At the expiration of that lease, the Owner will be permitted to continue leasing the Townhome to subsequent lessees, as long as Owner submits the required Permit Application along with a copy of the lease that is compliant with Section 4, and a copy of the lessee statement described in Section 5.

If they comply with the requirements of this Section 1(a), Owners of Townhomes that were leased as of November 1, 2016, or were previously leased and are being advertised for leasing as of November 1, 2016, shall be granted Leasing Permits. Leasing Permits will be revoked if (i) the Owner sells or otherwise conveys the Townhome to another person or entity; (ii) the Owner advises the Board that the Owner no longer wishes to lease the Townhome; or (iii) the Owner has not submitted leasing documents to the Board as defined in Section 5 after lease has expired for 2 years.

(b) New Leases. The Owner of any Townhome desiring to enter into a lease after November 1, 2016, shall be required to obtain a Leasing Permit and shall be subject to the Leasing Cap described herein. Prior to leasing a Townhome, the Owner of the Townhome shall apply in writing to the Board of Directors for the Association for permission to enter into a lease. The Board will consider written requests for a permit at the next regularly scheduled Board meeting following the receipt of such request. If granting of the permit would exceed the Leasing Cap, except in the case of hardship permits, no leasing permit shall be issued. Owners who have been denied a leasing permit shall automatically be placed on a waiting list and shall be issued a leasing permit if they so desire when the number of outstanding leasing permits falls below the Leasing Cap. Upon expiration of the Leasing Permit, an Owner may thereafter apply for an additional Leasing Permit, but if granting of the permit would exceed the Leasing Cap, the permit shall be denied, and the Owner shall be placed on the waiting list described herein.

(c) Hardship Permits. Under demonstrated hardship conditions, the Board in its sole discretion may allow a Townhouse to be rented in excess of the Leasing Cap for a certain time-period. The term "hardship conditions" shall be limited to situations where (1) an Owner passes away and the beneficiaries of the Owner's estate acquiring title to the Townhouse either cannot be immediately determined or said beneficiaries need additional time to sell or move into the Townhouse due to estate probate period; (2) an Owner has lived in the Townhome for at least two (2) years and temporarily relocates and intends to return to reside in the Townhome within twelve (12) months; or (3) an Owner has lived in the Townhome for two (2) years AND will be absent from the Townhouse for more than three months due to a medical condition that requires placement in a long term rehabilitation or other medical facility, but based on the medical prognosis, the Owner expects to return to reside in the Townhouse. Hardship Leasing Permits will be issued for the temporary leave period.

In determining whether hardship conditions have been demonstrated with respect to the foregoing situations, the Board shall consider: (1) the nature, degree and likely duration of the hardship; (2) the harm, if any, which will result to the Association if the hardship waiver is granted; (3) whether the Owner has been granted a hardship waiver previously; (4) the Owner's ability to cure the hardship; and (5) the overall number of leased Townhouses, including via hardship permits. Any lease allowed pursuant to a Hardship Permit shall have a term of not more than one (1) year. Owners may thereafter apply for an additional Hardship Permit, such permit is not guaranteed.

Section 2. Leasing Cap. Except as specifically set forth herein, no more than twenty percent (20%) of the total number of Townhomes shall be leased at any time (the "Leasing Cap").

Section 3. Revocation of Permit. A leasing permit shall be automatically revoked if (i) the Owner sells or otherwise conveys the Townhome to another person or entity; (ii) the Owner advises the Board that the Owner no longer wishes to lease the Townhome; or (iii) the Owner has not submitted Leasing Documents to the Board as defined in Section 5 after Lease has expired for 2 years. In the event a permit is revoked or surrendered, permission to lease shall be granted to the next Townhome on the waiting list, on a first-come, first-served basis, except as set forth herein.

Section 4. Lease Requirements. All lease agreements shall be in writing and shall be for a term of not less than twelve (12) months. All lease agreements shall incorporate the requirements of the Declaration, Bylaws and rules and regulations of the Association, and shall require any lessee to abide by all of the obligations set forth in those documents as a condition of the lease agreement. The lease agreement must state that any failure of a lessee to comply with the terms of such documents shall be a condition of default under the lease.

Section 5. Provision of Document to Lessees; to Board. Owners are required to provide lessees with a copy of the Declaration, Bylaws and rules and regulation of the Association, and shall require lessees to sign a statement indicating that they received and reviewed a copy of the Declaration, Bylaws and rules and regulations of the Association. A copy of such statement shall be submitted to the Board along with a copy of the executed lease agreement. A copy of the executed lease agreement shall be filed with the Board at least ten (1) days before the lessee takes up occupancy of the Townhouse.

Section 6. Subleasing. Subleasing of a Townhome is not permitted.

Section 7. Transient Leases; Partial Leases. No Townhouse may be leased for hotel, Airbnb or transient purposes. Owners may lease the entire Townhouse, but not less than the entire Townhouse.