Rules
&
Community
Standards

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CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

THAT I am the duly elected President of Troon at Kildaire Condominium Association ("Association");

THAT at a meeting of the Board of Directors on the 4th day of September 2025, that the herein Rules & Community Standards, plus Appendix A, B , C and D for the Troon at Kildaire Condominium Association ("Rules") were discussed by the Board, that a motion was made and seconded to adopt the Rules & Community Standards and that the foregoing Rules & Community Standards were duly adopted by a vote of a majority of the Board of Directors present and voting at such meeting, hereby replacing all previous Rules.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affix the corporate seal of the Association this 9th day of November 2025.

Thomas E Cadwallader

Thomas E. Cadwallader
President
Troon at Kildaire Condominium Association

COMMUNITY STANDARDS
FOR
VILLAGE OF TROON AT KILDAIRE HOMEOWNERS ASSOCIATION

1 GENERAL

The Board of Directors of the Village of Troon at Kildaire Homeowners Association, Inc. (hereinafter referred to as the "Board") under authority conferred by both the Declaration for the Village of Troon at Kildaire and the Bylaws of the Village of Troon at Kildaire Homeowners Association, Inc., hereby adopts the following Rules and Regulations (hereinafter referred to as the "Rules") for the Village of Troon at Kildaire.

These Rules are important for achieving the goal of ensuring that all homes conform to the community standards and are maintained appropriately to protect our mutual investment. It is important to study these Rules in order to promote a greater sense of harmony in the community. In the unusual circumstance that a resident will not comply with the Village of Troon Rules, the Board reserves their legal right and responsibility to take reasonable action to resolve the infraction.

Reminder: The Homeowner (HO) owns from the unpainted walls of the condo in. The Troon Homeowners Association (HOA) owns from the wall out. For definitive list see ***Appendix D. HOA vs Homeowner****.*

Your Board welcomes the assistance of all Unit Owners in the enforcement of these Rules and Regulations. Violations should be reported in writing to the Managing Agent of the Condominium, and not to the Board or officers of the Association. The Managing Agent will give notice of the violations to the violating Unit Owner and any appropriate committee. All disagreements will be presented to the Board, which will take appropriate action. The sequence of actions is detailed in Section 9.

Sequence of Enforcement Actions:

1. Managing Agent will send *Notice* – which provides an opportunity to request a variance
2. Managing Agent will send *Notice of Second Violation - 15 days to comply*
3. Unit Owner will have a *Meeting with Board*
4. Fines and/or removal will be determined by the Board

Managing Agent will submit a written report of violations to the Board monthly.

These Rules and Regulations are promulgated by the Board of Directors and replace any Rules and Regulations and any addenda published prior to this date. Any deviation not expressly preapproved shall not be permitted unless approved in writing by the Architectural Committee *or* the Landscape Committee, *and then final approval by* the Board of Directors.

Wherever in these Rules there is reference to "Unit Owners", such term shall be intended to apply to the Unit Owner of any Condominium Unit, to his tenants in residence, and to any guests, invitees, or licensees of such Unit Owner, or tenant of such Unit Owner. Wherever in these Rules reference is made to the Board, such reference shall include the Board and the Management Agent where such authority is delegated by the Board to such Management Agent.

2 COMMON ELEMENTS

Common elements of the Troon condominium include the building structures, landscaping, private streets and access areas, walls, fences, and in-ground utilities such as storm and sanitary sewers, water and irrigation lines, clubhouse, and pool.

2.1. Only persons authorized by the Board are permitted to tamper with any component of the Common Elements.

2.2. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without approval of the Board.

2.3. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common element at any time.

2.4. No personal property shall be left unattended on the grounds of the common elements. This includes things such as cooking grills, bicycles, patio or lawn furniture, baby carriages, motorcycles, bicycles, or any other articles of personal property.

2.5. No awnings, canopies, screens, glass enclosures or projections shall be attached to the outside walls, doors, windows, roofs, or other portions of the building or on Common Elements.

2.6. Any damage to the equipment, facilities or grounds of the common elements caused by a unit owner, his/her family or pets shall be repaired at the expense of the unit owner.

2.7. The walking path around the pond area is for pedestrian use only, with the exception for authorized vehicles.

2.8. There shall be no wall hangings in the vertical brick walls. Nails, screws, or other hangers shall not be drilled into the bricks or mortar between the bricks, especially in the entrance way and driveway walls.

3 PARKING / AUTHORIZED VEHICLES

3.1. The common elements designated as parking areas are for automobiles, pick-up trucks or other small trucks. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted in the parking areas. Fully maintained conversion vans shall be deemed to be automobiles for the purpose of this section.

3.2. No buses, boats, motorcycles, campers, or trucks (other than pick up and other small trucks), motor homes, trailers, or commercial vehicles shall be parked in the parking areas or in driveways, except for vehicles used for moving the contents of a unit or other deliveries for more than two days.

3.3. Parked vehicles must not block sidewalks, driveways, or streets.

4 PROOF OF INSURANCE

In compliance with Article 8.7 of the Declaration of the Village of Troon at Kildaire, each Unit Owner shall provide the Board with a current Certificate of Insurance from its insurer,

showing that the required property and comprehensive personal liability insurance is in effect, said certificate to provide thirty (30) days notice prior to cancellation of insurance.

5 TERMITES

5.1. The Troon Homeowners Association (HOA) is responsible for exterminating colonies and repairing termite damage in all common area structures. In addition, the association is responsible for treating termites and other wood-destroying pests or organisms in the common areas. Pests that might appear in an individual unit would be the responsibility of the unit owner to treat unless the source of the infestation is through the common areas. Pretreating or preventing termite infestations is not a responsibility of the HOA.

5.2. Treating is limited to extermination and repair to those common elements in place at the time of identification and in accordance with the Homeowner (HO) vs Association (HOA) Responsibilities dated May 2, 2006. (See Appendix D.)

6 PERSONAL DECORATIONS

6.1. BENCHES AND CHAIRS

6.1.1. A small bench not to exceed 20"x48" or two chairs and a small table of metal or a combination of wood and metal may be placed in the entrance area to the front door of the owner's unit. Preapproved colors are darkened metal, white metal, or combination of both colors.

6.1.2. No benches or chairs may be kept permanently in the driveway.

6.2. FLOWER POTS, PLANTERS AND BIRD FEEDERS

6.2.1. Maximum of three (3) flower pots and/or planters may be placed in the entrance area of the front door

6.2.2. One (1) flower pot may be placed in the driveway adjacent to the brick wall between the garages

6.2.3. Each owner may place three (3) flower pots in the corner of the driveway near the electrical service. The overall height of each pot/planter and plant shall not exceed 36" at maturity.

6.2.4. Flower pots and planters shall not be placed on retaining walls, or in mulched areas

6.2.5. Flower pots must be maintained year around and stored in the garage when not in use.

6.3. SHEPHERD'S HOOK / BIRD FEEDERS

The Shepherd's Hook may contain no more than two hangers. One hanger can be for a Hanging Basket of flowers and the other hook for a decorative bird feeder or decorative bird house. It is not allowed to have a Bird Feeder and a Bird House on a Shepards Hook.

6.3.1. The hook must only be used in areas where it will not interfere with mowing or trimming. The hook with basket/bird feeder must be completely within the mulch bed.

6.3.2. Hook and hanging baskets and/or bird feeders must be clear of grass line so that mower and operator can mow the grass without coming into contact with either.

6.3.3. Hook and hanging baskets and/or bird feeders must be clear of all shrubs so that trimming and pruning may be accomplished without coming into contact with either.

6.3.4. It is the responsibility of the homeowner to keep hanging flowers in a healthy and attractive condition. Landscaping crew members will be instructed to remove and discard any hanging baskets that have been neglected, died, and become unsightly.

6.4. SOLAR LIGHTS

Black, silver or "front door" green metal solar lights, in either double or triple tier style may be installed in the common area between the sidewalk and the owner's unit. The height from ground level shall not exceed 15" and the lights shall not interfere with landscape maintenance.

6.5. FLAGS

One (1) fabric flag (not to exceed 12"x16") may be displayed in the common area between the sidewalk and the owner's unit. Installation shall be on a rod or pole designed for that purpose which does not exceed 36" in height measured from the ground and does not interfere with landscape maintenance. Alternatively, a seasonal fabric flag of the same dimensions may be displayed during the appropriate season.

6.6. GARDEN HOSE STORAGE

Garden hoses when outside the unit shall be kept on a free-standing reel or in a free-standing hose box that is green, gray, or beige in color. A hose holder may not be attached to the wall of the unit.

6.7. FLOWERING PLANTS

Flowering plants, not to exceed 36" in height, may be planted in the common area beds that are adjacent to the unit and covered with shredded brown mulch. Such plantings shall not interfere with landscape maintenance and are the sole responsibility of the Homeowner. The cultivation of fruits, berries, vegetables, etc., are not permitted in the common area.

6.8. WIND CHIMES

Wind Chimes or other noise-making devices are not allowed.

6.9. YARD ART

Definition: Yard art is a blanket term for ornamental objects in a residential or public lawn or yard. Yard art may include sculptures (of various materials such as wood, plastics, or metals) or lawn statues representing various art, animals, or designs. Birdbaths are not allowed.

One (1) piece of tasteful yard art not to exceed 16"x16"x16" may be placed in the common area beds adjacent to the unit. Deteriorated yard art must be removed.

6.10. MISCELLANEOUS ITEMS

6.10.1. Door mats may be placed at the front door

6.10.2. Wreaths may be placed on the front door

6.10.3. White or off-white garage door key pads may be placed on the garage door frame

6.10.4. A security company sign may be placed in the common area bed adjacent to the Homeowner's unit so long as it does not interfere with landscape maintenance.

6.10.5. No fabric or material of any kind may be used as a cover for the front door, with the exception of temporary seasonal decorations.

6.10.6. Condo numbers on front doors are not allowed. Condo numbers cannot be attached to the exterior of the building. Only one (1) condo address number unattached sign in the yard is allowed.

6.10.7. Front doors, Shutters, Sidewalks and Driveways are the responsibility of the homeowner to keep in a good appearance and cleaned on a regular basis. Unkept or moldy sidewalks and driveways will be a violation of our guidelines.

7 ANNUAL MAINTENANCE FEES

Unless paid in full at start of fiscal year, all monthly maintenance fees are due on the 1st of every month following date of deed. There shall be a $15.00 late payment penalty assessed on any payment paid on or after the 15th of each month and another $15.00 penalty assessed each thirty days thereafter. Monthly fees are not subject to credit or set-off without prior approval of the Board.

8 LEASES AND TENANTS

8.1. A Unit, or any portion of a Unit, may be leased so long as any tenancy or lease of a Unit or any portion of a Unit is in writing signed by the parties or their agents and the written lease is in compliance with the Declaration, the Bylaws, and the Rules and Regulations adopted by the Board. A Unit shall not be subject to more than one lease at a time. The lease term shall not be for a period of less than 180 days. A copy of any lease shall be submitted to the Managing Agent (or Board of Directors) for the Association for the Board's review for compliance with the Declaration, the Bylaws, and the Rules and Regulations adopted by the Board, and for filing with the Association's records. A lease that is not in compliance with these legal documents may be rejected by the Board and may subject the Unit Owner to enforcement, including but not limited to fines. Among other provisions, Unit Owners are advised to review Sections 5.3 and 5.6 of the Declaration. A unit shall not be occupied on a permanent basis by more than a total of six (6) persons.

8.2. Each lease for a Unit or any portion thereof shall specifically contain a provision substantially similar to the following:

> "The following documents are incorporated by reference into this lease: The Declaration for the Village of Troon at Kildaire ("Declaration"), The Bylaws of Troon at Kildaire Condominium Association, Inc. ("Bylaws"), and Rules & Community Standards ("Rules") of the Troon at Kildaire Condominium Association, Inc. ("Association"). Copies of these documents are available from the Managing Agent of the Association. The failure of the lessee, or his family, guests or invitees to comply with the Declaration, Bylaws and Rules shall constitute a default under the terms of this Lease."

8.3. Each Unit Owner and Occupant of the Unit shall comply with all applicable provisions of the North Carolina Condominium Act, the Declaration, the Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations promulgated by the Board of Directors of the Association, as amended from time to time. Failure to comply with these legal documents shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunctive relief, and shall be grounds for an action by the Association to institute proceedings to levy fines. The term "Occupant" includes any person or persons in possession of a Unit, or any portion

thereof, including Unit Owners, lessees of Unit Owners, and guests and invitees of lessees of a Unit or any portion thereof.

8.4. Each Unit Owner shall be responsible for the use of his Unit by his lessees and their guests and invitees and for the conduct of such persons with respect to the Unit, the Common Elements, or the properties subject to the Declaration. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any monetary fine or fines assessed against that Unit or Unit Owner. Nothing herein shall be construed as a prohibition of or limitation on the right of the Board to pursue any means to enforce the provisions of the Association's various legal documents, including but not limited to legal actions for damages or injunctive relief.

9 VIOLATION PROCESS

Pursuant to Article VI, Section 6.11 of the Bylaws, and Section 47C-3-107 and 47C- 3-107.1 of the North Carolina Condominium Act ("The Act"), the Board of Directors may levy fines for violations of the Association's Rules and Regulations, the Declaration and/or the Bylaws of the Association.

9.1. All violations of the Rules & Community Standards, Declaration and Bylaws should be reported to the Management Agency.

9.2. The Board of Directors of the Association may, after notice and an opportunity to be heard, impose reasonable fines for violations of the Declaration, Bylaws, and Rules & Community Standards and Regulations of the Association, among other remedies available to it. Any fine imposed shall not exceed $100.00 per violation, and each new day of a continuing violation may be considered a separate violation. The amount of each fine shall be determined by the Board of Directors on a case-by-case basis, taking into consideration all of the relevant factors involved in each applicable situation.

9.3. If, in the opinion of the Board of Directors, any Homeowner or Occupant shall fail to abide by the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, the Board shall cause to be sent a minimum of one (1) warning letter to the Owner, describing the offending condition and requesting correction of that violation within not less than ten (10) days of the date of the warning letter. If the Occupant or Homeowner fails to correct the violation within the time allowed, before imposing any fine, the Board of Directors shall give written notice to the Homeowner, with a copy to the Occupant as applicable, of the Homeowner's right to appear at a hearing before the Board to give reason, if any, why a fine of up to $100.00 per violation should not be levied against the Homeowner. The Board of Directors shall cause written notice to be given of the time, date, and place of the hearing at which any fine for the apparent violation may be considered and imposed by the Board of Directors, and such written notice shall be given not less than ten (10) days prior to the date of the hearing.

9.4. Following levy of a fine, the Board of Directors shall cause written notice to be given to the Homeowner of the amount of the fine, the date the fine was levied, and the date by which payment of the fine is due, which shall not be less than thirty (30) days.

9.5. Pursuant to the Bylaws, in the event of a default in the payment of the fine, the Homeowner shall be additionally liable for a late payment charge of $25.00 and interest on the amount of the fine at the rate of 10% per annum, together with all expenses, including but not limited to reasonable attorney fees incurred in collecting such sums.

Appendix A. Clubhouse Rules for Troon At Kildaire

PURPOSE: To ensure the uniform treatment of, and fair, equitable use of the facilities for all members of the Troon Community.

The clubhouse and pool are for the enjoyment of our homeowners, their families and guests; with the safety, health and comfort of our community as our objective.

The Board of Directors (Board) and the Clubhouse and Pool (Committee) and Managers authorized by the Board have authority and jurisdiction over the conduct of any person or persons and any circumstances involving the facilities or common grounds. The authority and jurisdiction includes the right of the Committee or the Board to order person(s), including homeowners, who engage in disruptive behavior to leave the common areas, including the clubhouse and pool, or be subject to arrest for trespassing. It is the responsibility of all members and their guests to adhere to and encourage compliance with these Regulations.

The clubhouse can be rented for private events hosted by individual homeowners of the Troon community; however, Association functions will take priority over private parties. The pool area cannot be rented for private events.

A.1. One clubhouse key is issued per household. Replacement keys may be obtained for a $25 fee.

A.2. Only homeowners who are current in their assessments, their families and guests are permitted in the clubhouse and pool areas. Homeowners will be held responsible for the actions of their guests and may be charged for property damage.

A.3. A ~~$75~~ 100.00 fee shall be submitted at the time the clubhouse is reserved for a private party. To reserve the clubhouse, a check (for the appropriate amount) shall be presented to the Board or other designated person with a signed rental agreement and the date and time marked on the calendar.

A.4. Except as specifically set forth below, homeowners/residents must accompany all guests. The Board and Committee reserve the right to limit guests as the clubhouse and pool demands increase.

A.5. Guests of owners may use the clubhouse and pool facilities without being accompanied by a homeowner/resident, provided the inviting homeowner registers each out of town guest with the Committee. An adult must accompany children under the age of 16. The exercise room is reserved for the exclusive use of the residents of the Village of Troon at Kildaire. Any out-of-town guest means any person residing outside of Wake and contiguous counties and who spends at least one, but no more than 14 consecutive overnight visits (or longer at the discretion of the Committee) with a Troon homeowner. Owners and their guests must comply with all the Community Standards and are responsible for any property damage incurred.

A.6. The Clubhouse is a non-smoking facility.

A.7. It is the responsibility of all who use the facilities to clean up after themselves, including disposing of trash into garbage bags and removal to the outside trash container.

A.8. The exercise equipment is meant to be shared by all homeowners and their guests, over the age of 16. Please limit your workout to 30 minutes per piece of equipment when others are waiting.

A.9. The noise level must be kept to a minimum, with all outside music turned off by 11:00pm.

A.10. No pets are allowed in the clubhouse at any time.

A.11. The Troon at Kildaire Condominium Association is not responsible for loss or damage to personal property.

A.12. The Fire Marshall sets the clubhouse occupancy limit at 150 persons.

A.13. No food or drinks may be left in the refrigerator/freezer overnight.

A.14. Kitchen equipment (range, oven, etc.) must be cleaned after each use.

A.15. A gas grill is provided on the pool deck. When using the grill, roll it out from under the covered porch before igniting. The user must be 18 years or older and will be responsible for turning off the gas after each use and cleaning the grill and surrounding deck area.

A.16. Televisions, DVDs, VCRs in the clubhouse are for the use of the homeowners and guests. Turn off power when not in use. Do not remove remotes from the area of the appliances.

A.17. Card tables and folding chairs are located in the clubhouse game room closets. They are provided for use of the homeowners and guests and should be returned to the closet when not in use.

A.18. This is a **private pool with admittance by *clubhouse* key** only. It is for the use of the Troon at Kildaire Homeowners Association residents and guests only.

A.19. **No lifeguard** is on duty at the pool. Users of the pool do so at their own risk. The Association will not be responsible for any accidents or injury in or around the pool. Use of the pool indicates acceptance of these conditions.

A.20. The State of North Carolina stresses that an adult should accompany children under 14 years of age, and that adults should not swim alone. Children under 14 must be accompanied by adult (defined by someone who is 21 years or older and is the parent or legal guardian, a relative or baby-sitter).

A.21. A household may bring a **maximum of one additional family** to the pool at a time. Residents must accompany their guests, except as outlined in Clubhouse Guidelines, number 4.

A.22. **Glass containers are not permitted** in or around the pool. If broken glass is found in the pool, the pool must be closed, drained, cleaned and refilled. The resulting costs will be charged to the homeowner responsible.

A.23. **Trash** must be placed in the proper receptacle.

A.24. **Cut-off clothing** with unfinished hems is prohibited in the pool. Loose threads clog the filter/pump.

A.25. If eight or more people are in the pool, **floats, rafts or other toys are prohibited**.

A.26. Running, shoving, and other forms of **horseplay are prohibited** in or around the pool.

A.27. Only battery-operated radios, CD players, etc. may be used at the pool.

A.28. No one may tamper with or remove any pool equipment or furniture.

A.29. No pets are allowed inside the pool fence.

A.30. Violations of these rules may result in loss of privileges to use this facility for ups to 12 months by order of the Board of Directors.

A.31. The pool and deck are **non-smoking areas**.

A.32. The pool is not a lap pool. Swimming laps is permitted only when just 1 or 2 are in the pool.

Appendix B. Landscape Regulations for Troon At Kildaire

The purpose of these landscape regulations is to ensure control of the grounds, to provide a measure of uniformity in appearance, and to prevent excessive diversity.

Landscape Rules:

All landscape changes, requests, or complaints must be evaluated by the Landscape Committee. Any deviation from the "Rules and Regulations" or for filing a complaint regarding landscape issues must be communicated to the managing agent. To submit online, log onto the Manager's website or call the community manager.

The committee will review, investigate, and decide what action is appropriate for each request or complaint as quickly as possible and the homeowner will be notified of the action taken.

B.1. Only brown shredded mulch may be used for plant beds; no other mulch is acceptable.

B.2. Plant beds may not be edged with wood, aluminum, brick, concrete, plastic, etc. Only mechanical edging by the landscape contractor is acceptable. Thin landscape edging made of rubber/metal may be placed between the sidewalk and common area beds to help contain mulch, but no edging may be placed between sidewalks and grassed areas.

B.3. Retaining wall surfaces must be kept clear of any plant encroachment or plant containers.

B.4. Trees will be planted only on a site approved by the Landscape Committee, requiring advance notice via the submission of a completed landscape request form online.

B.5. Tree and shrub branches must not obscure street signs or line-of-sight at intersections.

B.6. Climbing plants or vines (ivy, jasmine, etc.) that attach and climb on fences, rails, or condo units, that are invasive, encroaching, penetrating or damaging are not acceptable. Short-term flowering vines (Mandeville, etc.) that bloom from spring to fall, after which the entire vine dies and must be removed and/or the vine becomes dormant and disintegrates back into the ground during the winter months are acceptable.

B.7. Visible trellises are not acceptable.

B.8. Shrubs planted in front of windows shall be kept trimmed below the windowsill. There may be exceptions, depending on the type of shrubs, that will not prevent the windows from easily being used as a fire escape. Exceptions must be approved by the Troon Landscape Committee.

B.9. Plantings used to screen air condition units, electric boxes, etc., are to be kept trimmed to a maximum height of no more than 12 inches above the units or boxes being screened.

B.10. No plantings by homeowners are allowed in common elements.

B.11. Pruning of all shrubbery/trees in the Troon common areas are the Troon at Kildaire Condominium Association's responsibility.

Appendix C. Architectural Regulations for Troon At Kildaire

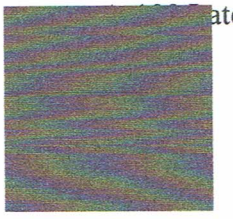
The following architectural changes are preapproved by the Association so long as there is exact compliance with the conditions described below. Any deviation must be approved in writing by either the Architectural Committee, the Landscape Committee, or the Board of Directors.

C.1. FRONT DOORS

Door Hardware: Front door and storm door hardware must have polished brass finish.

The following Sherwin Williams colors are the only paint colors approved for front doors. When selecting a paint color, please print out this page with combination codes to ensure the proper color is mixed. The lightest color "Chatroom" is best for reducing heat retention for doors that have direct sun exposure.

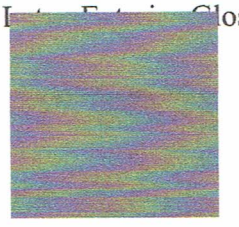
Roycroft Bottle Green: SW 2847



atex, Exterior Ultradeep

Formula:	BAC Colorant	2	32	64	128
	B1-Black	-	26	-	-
	L1-Blue	-	-	6	-
	G2-New Green	-	2	52	-
	N1-Raw Umber	-	6	48	-

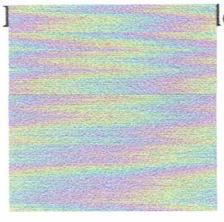
Slate Tile: SW 7624



loss Deep

Formula:	CCE Colorant	2	32	64	128
	W-1 White	-	13	-	-
	B-Black	4	35	1	1
	L-1 Blue	-	37	1	1
	N1-Raw Umber	-	41	1	1

Chatroom: SW 6171



loss Extra White

Formula:	CCE Colorant	2	32	64	128
	B1-Black	-	42	-	-
	R-2 Maroon	-	1	-	-
	Y-3 Deep Gold	-	42	1	1

C.2. SHUTTERS

All shutters must be painted with Sherwin Williams Tricorn Black: SW6258 in Super Paint Exterior Acrylic Latex Gloss. As a guideline, residents can expect to use about a quart of paint per shutter.

C.3. STORM DOORS

The following storm doors are preapproved:

C.3.a. Andersen - Style number HD 2000/2500, Full-view, White

C.3.b. Andersen - Style number HD 3000, Full-view, White

C.3.c. Andersen - Style number HD 4000/3500, Full-view, White

C.3.d. Andersen - Style number HD 4000/3500, Full-view, Insulating, White

C.3.e. Andersen - Style number HD 4000, Full-view, Laminated Glass, White

C.3.f. Pella, 874968, Full-view, White

C.3.g. Larson Williamsburg, 758213, Full-view, White

C.3.h. Larson Signature, 758239, Full-view, White

C.3.i. Larson Elegance, 56344, Full-view, White

C.3.j. Larson Tradewinds, 14604032, Full-view, White

C.3.k. Larson Platinum Retractable Screen, 45604362LE, Full-view, White

C.3.l. Larson Platinum Retractable Screen, 45604362L, Full-view, White

C.3.m. Pella Rolscreen , 5600032E07, Full-View, White

Solar Tint: Requests for professionally installed solar control window tinting film for storm doors must be submitted to the Architectural Committee for consideration. Owner must receive written approval before installing any solar film.

Hardware for storm doors: Hardware must match the existing polished brass finish of front door.

C.4. UTILITY BOXES

The grey utility boxes and conduit located to the side of the garage doors may be painted by the homeowner at their own expense. The only approved color is flat black - preferably Rustoleum Painters Touch 2X which is both a primer and final coat all in one. This works well on both metal and plastic. Careful preparation and masking must take place prior to spray painting. Any brick, concrete, or building areas that are painted in error must be cleaned immediately at the homeowner's expense. Any discrepancies regarding the painting of the boxes and conduit will be addressed by property management and corrected at the owner's expense. *Black paint will make the boxes hotter and the paint may peel.*

C.5. SOLARTUBE SKYLIGHT AND SOLAR POWERED ATTIC VENTILATOR FAN

C.5.a. A 10" or 14" diameter "SOLARTUBE" skylight may be installed from the exterior of the roof to the interior ceiling of the kitchen and/or bath(s). These sizes and locations are the only preapproved skylights.

C.5.b. The product must be purchased and installed by "Solar Solutions". Call 919-941-0061 for pricing and installation information.

C.5.c. The Homeowner is responsible for all material, installation costs and any future maintenance expense.

C.5.d. A waiver must be signed by the Homeowner releasing the HOA from any and all maintenance and repair costs

C.5.e. The Homeowner ensures that only the "SOLAR SOLUTIONS, INC." company is used for the purchase and installation of the preapproved 10" or 14" "Solartube" skylight product and no other type product is allowed to be installed.

C.5.f. 14" Solar-Solutions Solar-Powered Ventilator Fans may be installed from the exterior of the roof replacing a maximum of two (2) existing vents. This size and location are the only preapproved product and location for the Solartube Ventilator Fan.

C.5.g. If a homeowner wishes to have an attic ventilation fan professionally installed into an existing attic roof vent over the garage or living space, the homeowner should submit an Architectural Request through the management agent's website. Homeowner is responsible for all costs, and no additional roof penetrations or new roof vents are permitted. Fan assembly must be attached to wood framing screwed into the rafters and not into the roof deck.

C.6. DECKS / CONCRETE PATIOS / CAROLINA ROOM (Sunroom)

There are no restrictions as to what may be placed in the Carolina Room. Homeowners are responsible for maintaining the deck condition and ensuring that it is stained and in good appearance.

No awnings, curtains, canopies, screens, glass enclosures or projections shall be attached to the decks. The area under the deck is not to be treated as storage space. It should be as aesthetically pleasing as those areas that face the street. Items such as lawn mowers, riding tractors, bicycles, basketball hoops, construction materials, outdoor toys, or household items (e.g., appliances, cartons and packing materials, discarded cabinetry, etc.), may not be stored on or under decks. Such items must be stored inside the garage or basement when not in use.

**Wind chimes are restricted, as outlined in the Community Standards.*

C.7. OVER-THE-AIR RECEPTION DEVICES

C.7.a. A homeowner who wants to install an over-the-air device must submit an Architectural Request before beginning any installation. The installing Homeowner and any future owner are responsible for maintaining the installed device. If the device is removed, it is at the Homeowner's expense.

C.7.b. LOCATION: The satellite dish/antenna must be attached to the upper area of the brick chimney. If placed on the roof it must be hidden from the front of the home, and the Homeowner is responsible for any leaks in this area.

C.7.c. CHIMNEY MOUNTING METHOD: Metal straps, painted flat black with a rust-resistant paint, are to wrap around the outside of the brick chimney securing the antenna/satellite to the chimney.

C.7.d. WIRING: All wiring from the dish/antenna must be routed down the exterior of the brick chimney to the roof. All wiring must run along the roof and enter the home's attic through an existing siding vent or through a soffit overhang.

C.7.e. AESTHETICS: The installation of the dish/antenna/wiring should be done in such a way as to minimize the view of the equipment from the street directly in front of the unit.

C.8. AUXILIARY ELECTRICAL GENERATORS

Auxiliary generators may not be permanently installed anywhere in Troon.

C.8.a. Recommended model: DuroMax Dual Fuel Generator with CO Alert, Model# XP10000HX (8kW, 10 kW surge), a dual powered generator for propane and gas. (Available from Northern Tool + Equipment.)

C.8.b. The generator and all cords must be stored in the garage when not in use.

C.8.c. The fuel must be propane. Gasoline may not be used due to safety concerns.

C.8.d. The electrical connection (4"x4" inlet gray box) should be located just below the electrical meter box and must be installed by a licensed electrician.

C.8.e. Decibel rating must not exceed 75.

Appendix D. HO vs. HOA Responsibilities

Village of Troon at Kildaire
Homeowner (HO) vs Association (HOA) Responsibilities
As to Maintenance, Repair, Replacement &
Insurance

1.1 Limited Common Elements:

1.1.1 Per Declaration 1.11:
Those portions of the Common Elements allocated for the exclusive use of one Unit but fewer than all including, but not limited, to any patio, driveway, sidewalk appurtenant to Unit, attic storage area, heating & air conditioning equipment area, wiring and plumbing.

1.1.2 Per NC Condominium Act 47C-2-102(4):
Any shutters, doorsteps, stoops, decks, patios, exterior doors, windows, porches, or other exterior fixtures designed to serve a single Unit.

1.2 Unit Boundaries:

1.2.1 Per NC Condominium Act 47C-2-102(1): Does not apply since it is in conflict with the Declaration and gives the Declaration control.

1.2.2 Per Declaration 1.20:
Unit boundaries, both vertical and horizontal, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the sub-flooring. Also includes exterior heating & air conditioning equipment.

1.3 Homeowner vs HOA Responsibility:

1.3.1 Per Declaration 7.2 & 7.3:
The Homeowner is responsible for the expense of cleaning, maintenance, repair and replacement of his Unit and the Limited Common Elements serving his Unit appurtenant thereto.

Any Common Expenses associated with the maintenance, repair, and replacement of a Limited Common Element shall be assessed against the Unit or Units served by that Limited Common Element.

1.3.2 Per NC Condominium Act 47C-2-111(2) and Bylaws 6.16:
No Homeowner shall make any addition, alteration, or improvement which affects the exterior portion or outward appearance of his Unit without prior written consent of the HOA.

1.3.3 Per NC Condominium Act 47C-3-102(6): The HOA regulates the use, maintenance, repair, replacement, and modification of all Common and Limited Common Elements.

1.4 Listing of Major Elements which may be in question as to responsibility for expense of maintenance, repair, replacement, and insurance. See following Table:

Date: May 2, 2006
Ann Ball, Secretary

ELEMENT	MAINTENANCE/ REPAIR	REPLACEMENT	INSURANCE
UNITS	HO	HO	HO
LIMITED COMMON ELEMENTS	HO	HO	HO/HOA
COMMON ELEMENTS	HOA	HOA	HOA
EXTERIOR DOORS	HO	HO	HOA
GARAGE DOORS	HO	HO	HOA
WINDOWS	HO	HO	HOA
DECKS & PATIOS	HO	HO	HOA
SIDEWALKS BY UNIT	HO	HO	N/A
DRIVEWAYS	HO	HO	N/A
WATER HEATERS	HO	HO	HO
AIR COND/HEATING EQUIPMENT	HO	HO	HO
SHUTTERS	HO	HO	HOA
EXTERIOR LIGHT FIXTURES	HO	HO	HOA
CHIMNEY CAPS	HOA	HOA	HOA
GUTTERS & DOWNSPOUTS	HOA	HOA	HOA
ROOFS	HOA	HOA	HOA
BUILDING MASONRY WALLS	HOA	HOA	HOA
WINDOW & DOOR SEALANTS	HOA	HOA	HOA
ASPHALT PAVEMENT	HOA	HOA	N/A
MAILBOX STATIONS	HOA	HOA	HOA
METAL FENCES BY UNIT	HOA	HOA	HOA

By Authority of Troon at Kildaire Board of Directors
Date: May 2, 2006
Ann Ball, Secretary