Guidelines & Community Standards

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

THAT I am the duly elected and/or acting Chairperson of Troon at Kildaire Condominium Association, Inc. ("Association");

THAT a meeting of the Board of Directors on the 2 day of MARCH, 2021, that the foregoing Guidelines & Community Standards, plus Appendix A, B & C for the Troon at Kildaire Condominium Association ("Rules") were discussed by the Board, that a motion was made and seconded to adopt the Guidelines & Community Standards and that the foregoing Guidelines & 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 affixed the corporate seal of the Association this <u>22</u> day of <u>APRIL</u>, 2021.

Chairperson of Troon at Kildaire Condominium Association, Inc.

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COMMUNITY STANDARDS FOR

VILLAGE OF TROON AT KILDAIRE HOMEOWNERS ASSOCIATION

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 By-Laws 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 guidelines 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 guidelines in order to promote a greater sense of harmony in the community. In the unusual circumstances when a resident will not comply with the Village of Troon Covenants, the Board reserves their legal right and responsibility to take reasonable action to resolve the infraction.

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.

Sequence of Action:

- 1) Send Notice opportunity to request for the variance
- 2) Second Violation 15 days to comply
- 3) Meeting with Board
- 4) Fines

These Rules and Regulations are promulgated by the Board of Directors and replace any Rules and Regulations and any addendum's published prior to this date. Any deviation not expressly pre-approved shall not be permitted unless approved in writing by the Architectural Committee, the Landscape Committee, or the Board of Directors.

Section I. GENERAL

A. 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.

Section 2. COMMON ELEMENTS

- A. Only authorized persons are permitted to tamper with any component of the irrigation system, pool equipment and utility systems, etc.
- B. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without approval of the Board.
- C. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common element at any time.
- D. 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, etc.
- E. 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.
- F. 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.
- G. The walking path around the pond area is for pedestrian use only, with the exception of authorized vehicles.

Section 3. PARKING / AUTHORIZED VEHICLES

- A. 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 an automobile for the purpose of this section.
- B. 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 utilized for moving the contents of a unit or other deliveries.
- C. Parking so as to block sidewalks or driveways shall not be permitted.

Section 4. PROOF OF INSURANCE

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

Section 5. PERSONAL DECORATIONS

A. BENCHES AND CHAIRS

A small bench not to exceed 20" X 48" 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. Pre-approved colors are darkened metal, white metal or combination of both colors.

B. FLOWER POTS AND PLANTERS

- i) Maximum of 3 flower pots and/or planters may be placed in the entrance area of the front door
- ii) One flower pot may be placed in the driveway adjacent to the brick wall between the garages
- iii) Each owner may place 3 flower pots in the corner of the driveway near the electrical service. The overall height of the pot/planter and plant shall not exceed 36" at maturity
- iv) Flower pots and planters shall not be placed on retaining walls, or in mulched areas
- v) Flower pots must be maintained year around and stored in the garage when not in use.
- vi) Shepard's Hook: The plant hanger may be used to hold hanging baskets of flowers in the following manner:
 - The hook must only be used in areas where it will not interfere with mowing or trimming.
 - The hook with basket must be completely contained within the mulch bed.
- Hook and hanging basket must be clear of grass line so that mower and operator can mow the grass without coming into contact with either.
- Hook and hanging basket must be clear of all shrubs so that trimming and pruning may be accomplished without coming into contact with either.
- It is the responsibility of the home owner 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.

C. SOLAR LIGHTS

Black, silver or "front door" green metal solar lights, in either double or triple tier style may be installed in the limited 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.

D. FLAGS

An American 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, and does not exceed 36" in height measured from the ground and does not interfere with landscape maintenance. Alternatively a seasonal flag of the same dimensions may be displayed during the appropriate season.

E. 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.

F. FLOWERING PLANTS

Flowering plants, not to exceed 36" in height, may be planted in the limited common area adjacent to the unit and is covered triple shred dyed 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.

G. WIND CHIMES

Wind Chimes or other noise making devices are not allowed.

H. MISCELLANEOUS ITEMS

- a. Door mats may be placed at the front door
- b. Wreaths may be placed on the front door
- c. White or off-white garage door key pads may be placed on the garage door frame
- d. A security company sign may be placed in the limited common area adjacent to the Homeowner's unit so long as it does not interfere with landscape maintenance.
- e. No fabric or material of any kind may be used as a cover for the front door, with the exception of temporary seasonal decorations.

Section 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.

Section 8. LEASES AND TENANTS

- A. 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 By-Laws 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 By-Laws 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.
- B. 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 By-Laws of Troon at Kildaire Condominium Association, Inc. ("By-Laws"), and Guidelines & 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, By-Laws and Rules shall constitute a default under the terms of this Lease."

- C. Each Unit Owner and Occupant of the Unit shall comply with all applicable provisions of the North Carolina Condominium Act, the Declaration, the By-Laws, 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.
- D. 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.

Section 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.

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

B. 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 Guidelines & 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.

C. 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.

D. 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.

E. 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 attorneys' fees incurred in collecting such sums.

Section 10. CLUBHOUSE AND POOL RULES. Revised May 2019. Appendix A.

Section 11. LANDSCAPE RULES. Revised May 2019. Appendix B.

Section 12. ARCHITECTURAL GUIDELINES. Revised April 2021. Appendix C.

Approved this day	of	
Chairperson		

Purpose of Appendix A, Appendix B, Appendix C

Appendix A: CLUBHOUSE AND POOL RULES

Appendix B: LANDSCAPE RULES

Appendix C: ARCHITECTURAL GUIDELINES

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 Committee and Board of Directors (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 included 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 guest 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 the Association functions will take priority over private parties. The pool area cannot be rented for private events.

NO EXTERIOR OR LANDSCAPE CHANGES ARE PERMITTED WITHOUT HOA APPROVAL.

All exterior changes must be reviewed and approved by the Board of Directors prior to the implementation of any changes, except for select pre-approved changes outlined in this document.

Note: These Guidelines replace all previous published Guidelines & Community Standards and are an amendment to the <u>Community Standards for Village of Troon at Kildaire Homeowners</u> Association.

Approved this day	of
,	
Chairperson	

Appendix A - Clubhouse Rules For Troon At Kildaire

- 1. One clubhouse key is issued per household. A replacement key will be provided for a fee (\$25)
- 2. Only homeowners who are current in their assessments, their families and guest 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.
- 3. A \$75.00 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 persons with a signed rental agreement and the date and time marked on the calendar.
- 4. Except as specifically set forth below, homeowners must accompany all guests. The Board and Committee reserve the right to limit guests as the clubhouse and pool demands increase.
- 5. Out of town guests may use the clubhouse and pool facilities without being accompanied by a homeowner, providing the inviting homeowners 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 and only persons 16 years of age or older shall enter the exercise room. 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. Guests must comply with all the Community Standards and are responsible for any property damage incurred.
- 6. The Clubhouse is a non-smoking facility.
- 7. It is the responsibility of all person(s) using the facilities to clean up after themselves, to include disposing of trash into garbage bags and removal to the outside trash container.
- 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.
- 9. The noise level must be kept to a minimum, with all outside music turned off by 11:00pm.
- 10. No pets are allowed in the clubhouse at anytime.
- 11. The Troon At Kildaire Condominium Association is not responsible for loss or damage to personal property.
- 12. The Fire Marshall sets the clubhouse occupancy limit at 150 persons.
- 13. No food or drinks may be left in the refrigerator/freezer overnight.
- 14. Kitchen equipment (stove, oven, etc.) must be cleaned after each use.
- 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.
- 16. Televisions, DVD's, VCR's 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.
- 17. Card tables and folding chairs are located in the clubhouse library room closets. They are provided for use of the homeowners and guests and should be returned to the closest when not in use.

Appendix A - Pool Rules For Troon At Kildaire

- 1. This is a **private pool with admittance by key** only. It is for the use of the Troon at Kildaire Homeowners Association residents and guests only.
- 2. **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.
- 3. 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).
- 4. 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.
- 5. **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.
- 6. **Trash and recycles** must be placed in the proper receptacles.
- 7. **Cut-off clothing** with unfinished hems is prohibited in the pool. Loose threads clog the filter/pump.
- 8. If eight or more people are in the pool, floats, rafts or other toys are prohibited.
- 9. Running, shoving, and other forms of horseplay are prohibited in or around the pool.
- 10. Only battery-operated radios, CD players, etc. may be used at the pool.
- 11. No one may tamper with or remove any pool equipments or furniture.
- 12. No pets are allowed inside the pool fence.
- 13. 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.
- 14. One pool key is issues per household. A replacement key will be provided for a fee.
- 15. The pool and deck are **non-smoking areas**.

Appendix B: Landscape Regulations For Troon At Kildaire

It should be noted that this document (Landscape Regulations) supplements the "Community Standards for Troon Village at Kildaire Homeowners Association,"

The purpose of these landscape regulations is to insure reasonable 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 through online submission. To submit online, log on to www.grandchestermeadows.com website. Successive tabs are "Current Homeowners", "Troon Village" and "Work Orders." Indicate a "landscape" concern, describe your issue, and submit.

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.

- 1. Only shredded mulch can be used for plant beds; no other mulch is acceptable.
- 2. Plant beds cannot be edged with wood, aluminum, brick, concrete, etc. Only mechanical edging by the landscape contractor is acceptable.
- 3. Retaining wall surfaces must be kept clear of any plant encroachment or plant containers.
- 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.
- 5. Tree and shrub branches must not obscure street signs.
- 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 <u>are not acceptable</u>. 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 will be acceptable.
- 7. Visible trellises are not acceptable.
- 8. Shrubs planted in front of windows shall be kept trimmed below the window sill. There may be exceptions, depending on the type of the shrubs used that will not prevent the windows from easily being used as a fire escape. Exceptions shall be approved by the Troon Landscape Committee.
- 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.
- 10. No plantings are allowed in common elements without prior approval by the Landscape Committee.
- 11. Pruning of all shrubbery/trees in the Toon common areas are the Troon at Kildaire Condominium Association's responsibility. Any shrubbery/ trees planted in the Troon common areas must be approved by the Landscape Committee.

APPENDIX C: Architectural Regulations For Troon At Kildaire

The following are pre-approved architectural changes by the Association so long as there is exact compliance with the conditions described below. Any deviation not expressly pre-approved shall not be permitted unless approved in writing by the Architectural Committee, the Landscape Committee, or the Board of Directors.

A. FRONT DOORS & SHUTTERS

Front door and storm door hardware must have existing 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 selected. The light paint color, called Chatroom, is approved for all doors, however, is particularly helpful for doors that get a lot of sun and addresses the problem of heat retention.

Roycroft Bottle Green: SW 2847 A-100 Latex, Exterior Ultradeep

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Forn	nula:	BAC Colorant	02	32	64	128
		B1-Black	-	26	-	-
		L1-Blue	-	-	6	-
		G2-New Green	-	2	52	-
		N1-Raw Umber	-	6	48	-

Slate Tile: SW 7624 Latex Exterior Gloss Deep

•					
Formula	: CCE Colorant	02	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

Latex Exterior Gloss Extra White

Formula:	CCE Colorant B1-Black R-2 Maroon Y-3 Deep Gold	02 - -	32 42 1 42	64 - - 1	128 - - 1
	Y-3 Deep Gold	-	42	I	I

All Shutters are to be painted with Sherwin Williams Tricorn Black: SW6258 in Super Paint Exterior Acrylic Latex Gloss. As a guideline, residents can expect to use less than quart of paint to do their shutters.

B. STORM DOORS

The following storm doors are pre-approved:

- 1. Andersen Style number HD 2000/2500, Fullview, White
- 2. Andersen Style number HD 3000, Fullview, White
- 3. Andersen Style number HD 4000/3500, Fullview, White
- 4. Andersen Style number HD 4000/3500, Fullview, Insulating, White
- 5. Andersen Style number HD 4000, Fullview, Laminated Glass, White
- 6. Pella, 874968, Fullview, White
- 7. Larson Williamsburg, 758213, Fullview, White
- 8. Larson Signature, 758239, Fullview, White
- 9. Larson Elegance, 56344, Fullview, White

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

C. 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.

D. SOLARTUBE SKYLIGHT AND SOLAR POWERED ATTIC VENTILATOR FAN

- 1. A 10" or 14" diameter "SOLARTUBE" skylight may be installed from the exterior of the roof to the interior ceiling of the kitchen and bath(s). These sizes and location are the only pre-approved skylights.
- 2. The product must be purchased and installed by "Solar Solutions". Phone 919-941-0061 for pricing and installation information.
- 3. The Homeowner is responsible for all material, installation costs and any future maintenance expense.
- 4. A waiver must be signed by the Homeowner releasing the HOA from any and all maintenance and repair costs
- 5. The Homeowner ensures that only the "SOLAR SOLUTIONS, INC." company is used for the purchase and installation of the pre-approved 10" or 14" "Solartube" skylight product and no other type product is allowed to be installed.
- 6. A 14" Solar- Solutions Solatube Solar-Powered Ventilator Fan may be installed from the exterior of the roof replacing a maximum of two (2) existing vents. This size and location are the only pre-approved product and location for the Solatube Ventilator Fan.

E. DECKS / CONCRETE PATIOS / CAROLINA ROOM

There are no restrictions as to what can be placed in the Carolina Room. 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 and household items (i.e., appliances, cartons and packing materials, discarded cabinetry, etc.), are not permitted to be stored on or under decks. Such items are to be stored inside the garage or basement, out of sight when not in use. Wind chimes are restricted, as outlined in the Community Standards.

F. OVER-THE-AIR RECEPTION DEVICES

- 1. 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, and if the device is removed at any time, it is at the Homeowner's expense.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. AESTHETICS: The installation of the dish/antenna/wiring should be installed in such a way to minimize the view of the equipment from the street directly in front of the unit.