

NOTICE

TO: CARRIAGE RUN HOMEOWNERS AND/OR TENANTS
FROM: CARRIAGE RUN HOMEOWNERS ASSOCIATION, INC.
RE: ADOPTED ARCHITECTURAL GUIDELINES

The Board of Directors and the Architectural Committee has completed and approved these ARCHITECTURAL GUIDELINES. These Guidelines are designed for owners to follow when planning exterior changes to their property.

Please retain these Guidelines as part of your permanent papers. You should make these Guidelines available to any renters of your home.

When you desire to make an application, we request that you duplicate copies of the form attached at the rear of these Guidelines. No request for change will be considered if not submitted with the application form and appropriate exhibits.

Please return completed applications to the Management Firm at the address shown on the application form. The Management Firm will stamp applications with the date received. This date will be the first day of the 30-day review and approval period. All applications will then be forwarded to the Architectural Review Committee (ARC) for review.

Please read and follow these Guidelines. You **MUST** obtain approval **IN WRITING** from the ARC BEFORE the start of any exterior change. The ARC is allowed up to 30 days to act on an application. Therefore, do **NOT** commit to labor or materials until you have received written approval.

Your adherence to these Guidelines will ensure that you will receive a response to your application at the earliest possible date.

ARCHITECTURAL GUIDELINES

Adopted by the Carriage Run Homeowners Association Board of Directors on April 13, 2000, and revised on June 7, 2001.

The Carriage Run Board of Directors and the Board's Architectural Review Committee (ARC) present the following Guidelines designed to assist homeowners in complying with the Declaration requirements (Paragraph 18 of Restrictive Covenants) of obtaining prior approval for exterior changes on any property owned individually or in common in Carriage Run. It is the intended effect that these Guidelines should cause an equitable and consistent handling of all applications for ARC approval.

I. INTRODUCTION

In a planned community such as Carriage Run, the question naturally arises 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 the broader interest of the Carriage Run community.

Control for maintaining the quality of design is through the Restrictive Covenants of the Carriage Run HOA. 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 should assure all homeowners that the standards of design quality will be maintained enhancing the community's overall environment and protecting property values.

The Declaration establishes an ARC comprised of three or more persons appointed by the Board. Article VIII of the Declaration and Paragraph 18 of the Restrictive Covenants require the ARC's prior written approval of any exterior change, addition or alteration to any property. Such changes include any building, fence, wall or other structure 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 harmony in external design and location in relation to surrounding structures and topography. Each property owner should read the Declaration and Restrictive Covenants to obtain a full understanding of the Architectural Control Requirements.

The ARC is charged with conducting the review of all applications for exterior changes and rendering a decision to the applicant in writing within 30 days of receipt of the application. If an application is denied, the applicant may appeal to the Board of Directors. The Board may reverse or modify the ARC's decision by a majority vote of the Board. If the ARC fails to approve or disapprove a request for a change within 30 days after receipt of the application, then approval will not be required.

The Guidelines, which follow, are the procedures and guidelines applied by the ARC and the Board to assist the Association and its members in the design review process. It is hoped that these Guidelines will serve as a positive tool to assist each homeowner in the full and free use of their property in a manner consistent with the aesthetic and harmonious development of the Carriage Run community.

II. WHAT MUST HAVE ARCHITECTURAL COMMITTEE APPROVAL?

The ARC's prior approval is required for ANY CHANGE in the exterior of a property pursuant to Article VIII Declaration and Paragraph 18 Restrictive Covenants.

III. REVIEW CRITERIA

The ARC evaluates each application on the individual merits of the application. The ARC's decisions are based on the standards in the following sections.

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

Landscape and Environment. The exterior change must not unnecessarily destroy or blight the natural landscape or the achieved man-made environment.

Relationship of Structures and Adjoining Property. The proposed change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.

Protection of Neighbors. The interests of neighboring owners and renters should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design, which may have substantial effects on neighboring property. The ARC should consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.

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

Scale: The three dimensional size of the proposed change must relate satisfactorily to adjacent structures and their surroundings.

Materials: Continuity is established by use of the same or compatible materials as are used in the existing home. For example, an added storage shed should be made of the same or similar material as the home, likewise, if shingles are used, they must also be the same or similar as the home.

Color: Color may be used to soften or intensify visual impact. For example, the color of a fence should blend in with the surrounding natural environment or be painted to be in continuity with the existing home. A storm door should be painted to match the entrance door or the house trim color. A shed should be painted to match the existing home.

Workmanship. The quality of work must be equal to or better than that of any existing structures. Poor practices may cause the owner problems and may be visually objectionable to others. For example, a wooden fence not properly treated and maintained may in a short period start to decay and become unsightly to the owner and neighboring property owners.

Timing. A property change may be built or installed either by owners or by contractor. However, projects that remain uncompleted for a long period of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must contain a proposed maximum time period from start to completion of construction. If the proposed time period is considered unreasonable, the ARC may disapprove the application. As a general rule of thumb, minor additions should be able to be completed within 7 days, whereas more labor intensive additions may take up to 30 days.

DO NOT APPLY FOR A BUILDING PERMIT, PURCHASE MATERIALS OR COMMIT TO ANY CONTRACTOR in anticipation of instant approval by the ARC. Applicants should wait until they have received written application approval prior to purchasing or committing to such work. Homeowners should plan well in advance to allow time for application processing, which may take up to 30 days.

IV. DESIGN APPLICATION REVIEW PROCEDURES.

The Association's procedures for application, review, inspection, appeal and enforcement of design review are outlined in this section.

Objectives.

The ARC, in examining each application for design approval, considers whether or not the exterior change is in conformance with the Declaration and Restrictive Covenants and the Guidelines outlined herein and briefly outlined below:

- A. To create a community which is aesthetically pleasing and functionally convenient, and
- B. To maintain a harmonious relationship among structures, vegetation, topography and the overall design of the community.

Application Procedure.

Complete the Application form and attach all required exhibits. Include full details of the proposed change. If the change is structural, fencing or grading, submit a sketch or plan and outline specifications. Talk to your neighbors about your change. They may be able to offer valuable input. Be sure to include such information as type of materials, size, height, color, location, etc. Using a copy of your Plot Plan, provide a sketch of the location of a building, pen or fence as it relates to your house and lot. Mail or deliver the application form to the Management Firm at the address shown on the application form. Incomplete applications will be returned causing delay in obtaining approval.

The ARC will review the application within 30 days and will respond to you in writing. Should you not hear from the Committee within 30 days, please call to follow up. Occasionally items do get lost in the mail and the 30-day review period does not start until the Management Firm receives the application.

An application with all the required information will be considered by the ARC based on its individual merit, using these Guidelines as a basis for making a decision. The ARC's review process is outlined below.

Review Procedures.

During the ARC's consideration of an application, Committee members and/or a consulting architect will view the site and may talk to the applicant or neighbors.

A quorum of the ARC is a majority of the total number of people serving on the ARC.

The ARC will consider the application and any data or comments received from immediate neighbors, other members and/or the consulting architect. After discussion of the application as submitted, the ARC will either approve conditionally, disapprove or approve the application, as submitted. The Committee should note in writing on each application the reason or reasons for conditional approvals or disapprovals.

The ARC will give each applicant written notice by use of a duplicate copy of the application or by writing a letter stating the decision.

The ARC will record its action and the notification to the applicant by placing copies of the executed application and/or letters in the Association's archives. Duplicate copies of all records will be forwarded to the Association's Management Firm. Copies will also be forwarded to the appropriate Board officers.

Conditional approval means that work may proceed as contained in the application. The ARC may inspect work in progress and request (either orally or in writing) the applicant to correct any non-compliances with the approved design.

Final Approval and Walkthrough.

In cases of conditional approvals, final approval will be given once the ARC has reviewed the completed project.

Appeal Procedure.

If an applicant disagrees with the decision of the ARC, the following appeal process is to be followed: 1. The applicant should file a written appeal with the Board of Directors within fifteen (15) calendar days after receipt of the decision; and 2. The Board of Directors will establish the date and time the appeal will be heard, normally at the next scheduled Board meeting. A reverse decision will require a majority vote of the Board. Upon completion of the appeal, the applicant will be notified of the Board's decision in writing.

Correction Procedures.

Remedies: An exterior change made without the required approval of the ARC, or the Board if an appeal constitutes a violation of the Declaration. A violation will require removal or modification of the work at the expense of the property owner or renter, or payment of damages incurred the Association in having the work removed or modified.

Reports: The ARC will inspect authorized construction in progress as well as the community in general to identify apparent and flagrant violations. Additionally, all homeowners have the right to notify the ARC or Board of apparent violations of any provisions of these Guidelines.

The ARC will investigate each reported violation and attempt to influence the owner or renter to bring the violation into compliance. ARC members will meet with the property owner having an improvement, which is in violation to discuss problems and agree on resolutions. Should the owner or renter fail to follow up on agreed upon corrections, the ARC will submit the matter to the Board of Directors for final disposition. This could lead to the Association filing legal action against the owner or renter.

V. DESIGN GUIDELINES

This section of the Guidelines provides specific guidance regarding particular design situations frequently encountered in Carriage Run. Generally acceptable methods for achieving the required objectives and standards are indicated below.

Repairs. Owners are responsible for repairs to existing structures, additions, etc. No application to affect repairs and restoration to original condition is needed, **including original painting and original paint color.**

Maintenance of Lot/Construction. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within 12 months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

Antennas/Satellite Dishes. No radio or TV towers, antennas or discs are permitted except for customary antenna, which do not extend more than ten (10) feet above the top roof ridge of the house. Satellite dishes no larger than one meter (39") in diameter, with hidden cable are a blanket approval. Anything larger than a 39" must get ARC approval.

Boats, Trailers, etc. No mobile house trailers (whether on or off wheels), no vehicle or enclosed body of the type which may be placed on or attached to a vehicle, no campers or commercial vehicles of any kind shall be parked on the street within the subdivision, **nor shall any such vehicle be parked or kept on any lot.** Also, no boat or boat trailer shall be parked on the street. A boat and/or boat trailer can be parked or kept on a Lot if it is parked or kept in such a manner that the vehicle is screened from the street. Proper screening as described in Paragraph 6 of the Restrictive Covenants is required. No tractor-trailer trucks or cabs shall be parked on any street or lot within Carriage Run.

It is the intent of this guideline to ensure that a natural visual buffer exists, surrounding all sides of a property and that a reasonable effort is made to protect the neighboring homes from a clear view of a stored/parked boat.

All boats stored on a Lot shall require as a minimum the following types of improvements to the Lot:

1. Ground Cover. Ground cover, such as mulch or natural colored stone, or parking pad is necessary prior to parking/storing a boat on a Lot to prevent the growth of weeds, grasses and underbrush as well as to avoid the creation of a potential home to vermin and snakes. It is not permissible to park directly on the lawn or on an unimproved space.

2. Screening. Some form of screening such, as plantings, lattice or fencing to prevent view from all sides should be used. Screening or fencing may be used near the stored boat or may be used along/near the property line to form a more natural visual barrier to the neighboring homes. It is best if some combination of both is used to form a more complete and natural visual barrier.

Clotheslines. No clothesline may be erected or maintained on any Lot unless it is screened in such a way that it cannot be seen from any street within the subdivision. Screening and location must be approved as provided in Paragraph 18 of Carriage Run Covenants.

Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

Dog Pens and Dog Houses. Doghouses must be painted or stained to match the exterior of the applicant's house. Roof material must also match that of the house. Dog pens are to be constructed so that the animal can see out. Chain link fencing may NOT be used. 2" x 4" mesh may be used with split-rail fencing to contain animals within the yard or pen. The height of a pen may not exceed 6'. The maximum square footage of a pen is 60 square feet (i.e. 6' x 10'). The doghouse and/or pen should be located on the property in an area that is not highly visible from the street and must be located at least 10 feet from a neighbor's property line. It is suggested that the pen or doghouse be located behind the house and not in side yard areas that are visible from the street. They must be properly maintained, kept in good repair, and free of material that may create unpleasant odors.

Fences/Walls. Fences/walls are not permitted to extend on any lot closer to any street than the front or side building setback line. Such fence or wall must meet the requirements of the zoning ordinance of the Town of Wake Forest. Chain link or metal fences are not permitted. Acceptable fencing materials for approval are: wood, PVC, or rod iron.

Fencing inside the neighborhood may be open (e.g. split-rail) or closed. However, if the fence is of a closed design it may not be greater than five (5) feet high, unless it is a downward scallop design with its highest point being six (6) feet. If the fence is of a closed design, plantings are required where it is visible from the street directly in front of the owner's house so that no more than two-thirds of the surface area will be visible from the street directly in front of the owner's house (and side street in the case of a corner lot) within two (2) years of fence construction. 4-foot fence or lower does not require scalloping. All fences must be properly maintained and kept in good repair.

Grading. MAJOR changes to the topography of a lot could result in flooding due to improper drainage into a neighbor's yard. Therefore, such changes are required to be approved prior to being started. The Board nor the ARC accepts any liability for any damage caused by such grading action, whether approved by the ARC or not.

Plants and Gardens. ARC approval is not required for most planting or landscaping treatments that are biodegradable. However, if any planting is hedge or row form and being considered for the front or side/front yards that will act as a "fence", then an application for such addition should be submitted to the ARC. Caution should be exercised while digging holes so as not to cut into any utility lines. Before digging, homeowners must contact U-LOCO requesting the company to locate utility lines. Vegetable gardens must be kept in the rear yard.

Play Equipment. Any play equipment must be stored in the rear of the house in such a manner that limits the visibility from the street upon which the house fronts. Such equipment includes swing sets, trampolines, kiddie pools, or other more stationary items. Committee approval is not needed for most play equipment. Basketball goals are not allowed on curb areas of street. They must be located on the owner's property in such a manner that the playing area is not in the street.

Swimming Pools. As pursuant to the covenants, no above-ground swimming pools shall be permitted in the subdivision, except that SMALL, inflatable wading pools shall be permitted. This is a covenant of Carriage Run Subdivision and cannot be revised being that the covenants are a legally binding restriction of the homeowner's deed.

Approval is needed for in-ground pools.

Lawn Furniture\ Barbecue Equipment. Items must be stored in the rear of the house when not in use. Decorative lawn furniture must be pre-approved for placement in front yards such as, wishing wells, decorative benches, statues, etc.

Shed/Storage Buildings. To erect such a structure an application must be submitted. Sheds must meet the following minimum criteria:

1. Siding material must be similar in color and composition to the home.
2. Roof must have a similar pitch, similar materials and similar color as that of the home.
3. Sheds must have a suitably constructed floor system.
4. Maximum size of any storage shed is 80 square feet and neither the width nor length can exceed 10 feet.
5. Placement of a detached shed in relationship to the house should be behind the house and not in side yard areas.
6. No sheds may be located in a drainage easement or anywhere else where it could adversely affect drainage on an adjacent property.
7. Sheds must be screened from adjacent properties and street view through the use of landscaping.
8. No metal sheds.

Signs. Except as otherwise required by the Town of Wake Forest, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than 10 square feet advertising the property for sale or rent, and signs of not more than 10 square feet expressing support of, or opposition to, political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than 60 days before such election and shall be removed within 2 days after such election.

Mailboxes. Approval is needed from ARC for change or replacement of existing mailboxes and/or posts. All mailboxes and posts must be kept in good repair.

Storage of Items under Decks or in Yard. If the area under decks is to be used as storage, the same criterion is suggested as for screening and fencing trashcans. Screening under the deck however, should cover the entire area under the deck and should run from the band joist to the ground.

Garbage/ Unsightly Storage. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. NO trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

In order to provide a natural visual buffer on all sides of a lot and ensure a reasonable effort is made to allow neighboring homes a view free of trash cans and trash storage, the following minimum improvements must be made before trash cans may be stored outside of the home:

1. Screening. Some form of screening such, as plantings, lattice or fencing to prevent view from all sides must be used. Screening and fencing must be used near the trashcan(s) to form an enclosure and a more natural visual barrier to the street and neighboring homes. It is best if some combination of both is used to form a more complete and natural visual barrier. If fencing is already in use on the property, the trashcan fencing shall be of the same type.

Yard/lawn maintenance. Maximum length of any area of lawn grasses shall not exceed 6 inches. Lawns should be cut at least every two weeks to prevent irregular long shots from forming. Edging along sidewalks and curb line is also required and should be performed at least twice a season. There should be no overgrowth of the grass onto sidewalks and curbs. The designated lawn area should be fully covered with grass. Any brown or bare patches should be repaired during the spring or fall seeding season. Weeds in grass areas should be controlled. Weeds should not be allowed to spread into other grass areas or flower beds. Leaves on grass areas should be raked and picked up at least one time per fall season.

Septic Tanks/ Wells. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

Removal of Trees. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 3 inches in diameter at a point measured 3 feet off the ground shall be removed from any Lot without the approval of the Architectural Review Committee.

Spot Lights/Motion Lights. Out of respect, adjust all outdoor lights so as to not be an annoyance to your neighbors.

Nuisances: Business Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Town of Wake Forest Board of Adjustments.

VI. OTHER DESIGN DATA

Many additions to your property may require the approval of the Town of Wake Forest and certain permits may be required. It is strongly suggested that the Town of Wake Forest be contacted in order to determine whether such permits or approvals are required. Final approval for improvements, which require town permits, shall not occur before copies of all documents required by the town are also provided to the ARC

CARRIAGE RUN HOA VIOLATIONS PROCESS AND PENALTY RESOLUTION

Whereas the North Carolina Planned Unit Development Act and Article VII, Section 1a of the Bylaws assigns the Board the authority to establish penalties for infraction of rules and regulations that interpret and apply the powers and duties enumerated in the Declaration, Bylaws, Articles of Incorporation:

Whereas the Board of Directors recognized the need to establish such penalties and process for administering such:

Now, THEREFORE BE IT RESOLVED THAT,

Definition: Penalty is defined as \$15 per week to \$50 per day based on violation.

When a violation is determined the following steps shall be taken:

Step One

A letter will be issued to the owner noting the violation with a request that it be brought into compliance within ten (10) days. A phone call or written response to the Management's office from an owner expressing a good faith effort to resolve will result in a reasonable extension. It is noted that the owner has the right; prior to being assessed a penalty, to a hearing with the Board of Directors to be heard and to present evidence. Request for the hearing must be submitted in writing to the office of the HOA within the 10 day time period or will be considered waiver of such right.

Step Two

Upon expiration of the ten days and the violation remains, the penalty will be assessed followed by notification of such by a certified letter that the penalty will be imposed after 10 days and will continue until the violation is removed. Statement is made that the Association will continue action via applying penalties and, where appropriate, use legal action which could result in a lien being placed on the property.

****It is noted that anywhere during the process owners are strongly encouraged to contact the Association or Management company to discuss and/or arrange for compliance.***

****If any violation is repeated, Step Two of the violation process will immediately be put into effect and fines will be doubled.***

Any fence or wall installed within the subdivision must meet all requirements of the Wake Forest Zoning Ordinance and must be approved as provided in Paragraph 18 of these Covenants. Nothing in this paragraph shall apply to or regulate retaining walls made necessary by the slope of any Lot or Lots, nor shall anything in this paragraph apply to any structure by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, barn, or any other building of a similar nature shall be used as a residence on any Lot either temporarily or permanently.

6. PARKING: DRIVEWAYS AND PARKING PADS: ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. Unenclosed parking shall be constructed or maintained on any Lot with a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than 2 vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphaltic concrete or cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or trailer of the type which may be placed on or attached to a vehicle (known as "campers"), or commercial vehicle of any kind shall be parked or kept on any Lot within the subdivision, nor shall any such vehicle be parked or kept on any street within the subdivision. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on any Lot within the subdivision in such a manner that the vehicle is screened from view. Screening may be either by fence or plantings, but, in any case, must comply with the Wake Forest Zoning Ordinance and be approved pursuant to Paragraph 18 of these Covenants. No tractor trailer shall be parked on any street or Lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be parked or kept on any Lot in such a manner as to be seen from any other Lot within the subdivision or the Private Open Space, and no automotive or mechanical equipment may be dismantled or allowed to accumulate on any Lot within the subdivision.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, and household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES: BUSINESS ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Town of Wake Forest Board of Adjustments.

9. SIGNS. Except as otherwise required by the Town of Wake Forest, no sign of any kind shall be displayed to the public view on any Lot owned or used by Declarant to advertise Lots for sale during the construction period, one sign of not more than 10 square feet advertising the

sale or rent, and signs of not more than 10 square feet expressing opposition to political candidates or other issues which will appear of a primary, general or special election, provided that such political signs not be placed on a Lot earlier than 60 days before such election and removed within 2 days after such election.

10. ANTENNAS: SATELLITE DISHES OR DISCS. No radio transmission or reception towers, antennas, or satellite reception dishes erected on a Lot other than a customary television or radio receiver antenna which shall not be extended more than 10 feet above the top roof line of the house. Notwithstanding the above, a satellite antenna receiver dish is permitted on Lot if (i) the receiver or disc is not larger than 2 feet in diameter and (ii) the receiver or disc is located on the side of the house facing the street and within the building setback lines applicable to the Lot; the receiver or disc is located or screened in such a way that it cannot be seen from any street within the subdivision.

11. SWIMMING POOL. No above-ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools are permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on a Lot unless the same has been approved in accordance with the provisions of Paragraph 18 of these Covenants.

13. MAINTENANCE OF LOT: CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on a Lot is destroyed or partially destroyed by fire, Act of God, or as a result of an act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within 12 months after such damage or destruction, however, that if the structure damaged is not part of or attached to a residence constructed on such Lot, the owner may, at his option, completely remove the damaged structure and landscape area or reconstruct the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion. A partially completed house or other improvement shall be permitted on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous streets free from any dirt, mud, garbage, trash or other such debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No clothesline may be erected or maintained on a Lot unless it is screened in such a way that it cannot be seen from any street within the subdivision. Screening and location must be approved in accordance with Paragraph 18 of these Covenants.

15. GARBAGE: UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as to not be visible from the street upon which the house fronts. No trash, refuse, materials, wrecked or inoperable vehicles, or similar unsightly items shall be stored on any Lot.

allowed to remain on any Lot; provided, however, that the foregoing is construed to prohibit temporary deposits of trash, rubbish, and other refuse for collection by governmental or other similar garbage and trash removal. In the event of curbside trash and/or garbage pickup, trash and/or refuse may be moved to the street on the night before the scheduled pickup. Garbage cans must be returned to approved enclosure the night before the scheduled pickup.

16. SEPTIC TANKS: WELLS. No septic tank shall be installed or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency that does not permit any delay, no living tree larger than 3 inches in diameter at a point measured 3 feet off the ground shall be removed from any Lot without the approval of the Declarant or, after Declarant no longer controls the property, the homeowners association, the Board of Directors or its designated representative. The foregoing provision shall apply only to Lots which have been developed pursuant to a certificate of occupancy issued by the Town of Walpole.

18. ARCHITECTURAL CONTROL. No building, fence, wall, parking pad, mailbox, or other structure shall be commenced, erected, or maintained, or altered upon any Lot, nor shall any exterior addition or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and color of the same shall have been submitted to and approved in writing by the Declarant in harmony of external design and location in relation to surrounding lots and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph and shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing such application. Any approval of plans and specifications by the Declarant shall constitute or be construed as an approval by the Declarant of the stability, design, or quality of any building or improvement, or further shall constitute or be construed as approval by any governmental entity or be a condition precedent to approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 18 to one or more persons or firms, who may be owners of property within the subdivision, by recording in the Public Registry an Assignment of Declarant's Rights. Such authority may be delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the Declarant in this Paragraph 18 shall be deemed to apply to Declarant or, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to

permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, landscaping and lawns, at all times in a neat and attractive manner.

20. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of or otherwise impede or retard the flow of water through the drainage facilities within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvement which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way on any unsold Lot or Lots by the recording or appropriate instruments in the Wake County Registry, and such instruments shall not be construed to violate any of these covenants.

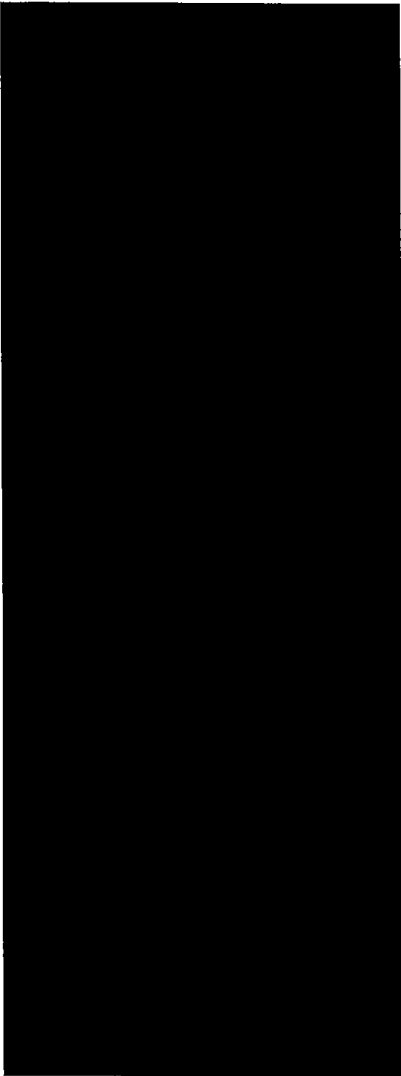
Declarant reserves an easement in and right at any time in the future to grant a 10 foot right-of-way over, and under and along the rear line of the Lot for the installation and maintenance of poles, lines, conduits, pipes and equipment necessary to or useful for furnishing electric power, gas, telephone service, cable vision or other utilities, including water, sanitary sewer and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a 5 foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes, (as shown on the recorded subdivision plat of the Property), to be maintained by the Declarant as a Common Area (as that term is defined in the Declaration).

21. SUBDIVISION OF LOTS. No Lot shall be subdivided by Declarant or otherwise so as to reduce the total Lot area shown on the record plat, except by and with written consent of the Declarant.

22. UNINTENTIONAL VIOLATIONS. Declarant, or the person to whom the architectural review and approval authority has been granted pursuant to Paragraph 18 of these Covenants, may, but shall not be required to, waive any violation of the designated and approved building setbacks on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective until the Lot and all structures thereon are in full compliance with the applicable provisions of the Wake Forest Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording in the Wake County Registry.

23. ENFORCEMENT. Enforcement of these covenants shall be by legal proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall not be restrained by a court until the violator ceases the violation and/or to recover damages resulting therefrom.

24. SEVERABILITY. Invalidation of any one or more of these



judgement or court order shall in no way affect any of the other p
which shall remain in full force and effect,

25. TERM. These covenants shall run with and bind the lanc
owners thereof for a period of 25 years from the date these cove
recorded, after which time, they shall be automatically extended
periods of 10 years unless altered or amended as set forth below
covenants may be amended during the first 25 year period by an
signed by the then-owners of not less than 90% of the Lots, and
instrument signed by then-owners of not less than 75% of the Lo

26. CARRIAGE RUN HOMEOWNERS ASSOCIATION. The
within this subdivision are Members of the Carriage Run Homeo
Association, Inc., and are subject to and bound by the Declaratio
Covenants, Conditions, and Restrictions For Carriage Run Home
Association, Inc., recorded in Book 6728, Page 0233, in the Wak
Public Registry, and all amendments and supplements thereto (c
"Declaration") which Declaration provides additional restrictions c

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