

*Taylor Glenn
Homeowners Association*

*Rules and Regulations
Handbook*

Created 07/01/07

WELCOME TO TAYLOR GLENN!

Congratulations on your home purchase and welcome to Taylor Glenn! You have made an excellent choice; this community has a lot going for it. Taylor Glenn is a covenanted community - a concept many new homeowners are not familiar with. This booklet identifies the covenants most likely to affect you, contains the amplifying rules and regulations, and serves as a guide to neighborhood resources and procedures.

The Board of Directors of the Homeowners Association (HOA) asks all residents to remember that responsibility and privileges go hand-in-hand. The Board is made up of seven volunteer residents, who are elected by you to help maintain Taylor Glenn as a community in which we can all take pride.

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Please read this section. It could save you a lot of money and inconvenience later.

COVENANTS - WHY AND WHAT ARE THEY?

Covenants were established by the original developer to enhance property values and the quality of life for all residents. They regulate the restriction of, use, type, or placement of items such as fences, sheds, commercial vehicles, signs and boats. This normally quiet, well-maintained community would not be what it is without standards for (a) appearance of Lots and Common Grounds and (b) "nuisances" (e.g., excessive noise, reckless behavior, dog "deposits" in common areas). On the following pages you will see the specific standards by which the **Declaration of Covenants, Conditions and Restrictions (CCRs)** "encumbers" us. Most homeowners have no problem with them. **The HOA Rules and Regulations in this Handbook are an updated clarification of what you read in the governing Articles below.**

Builders and selling homeowners are expected to give new Taylor Glenn residents a copy of the CCRs, Articles of Incorporation and Bylaws. Maybe you didn't get your copy. If not, you can request a copy from **our property management company, Association Management Group (889-7500)**. As you will see later, those who are not in compliance with the covenants are subject to fines and loss of homeowner privileges. **If you rent your home, it is your responsibility that your tenants adhere to these Rules and Regulations. You can be penalized for their violations.** ***If you want to make a significant change or improvement on your property, call AMG or a member of the Architectural Committee, or simply submit the form provided with this handbook at least thirty (30) days before the proposed action.***

Although every new homeowner should read **all** of the community-related material they receive, we have tried to make it easier for you by providing the following "highlights". Reading and taking independent action *only* on the basis of these highlights, however, does not exempt a homeowner from responsibility for actions which are not in compliance with the original Declaration of Covenants, Conditions and Restrictions.

CCR "HIGHLIGHTS" (Good Covenants, Better Neighbors)

The following Articles, quoted directly from the Declaration of Covenants, Conditions and Restrictions, may strike you as formal, legalistic, and authoritarian. CCRs are necessary for a better quality of living, but the HOA Board and our contract property management company take a helpful and reasonable approach in enforcing them. While enforcement is a part of our responsibility, we will go out of our way to advise and work with those who have chosen Taylor Glenn as their place of residence.

Rules and Regulations - Article VIII, Section 9 of the Declaration allows the Board of Directors to adopt reasonable and non-discriminatory rules and regulations as long as they are consistent with the CCRs. Our Rules and Regulations (R & R's) resulted from experience and provide Guidelines, Enforcement Measures, and Policies and Procedures proposed by the Board of Directors. The CCRs and Rules and Regulations do not deal with every conceivable situation and may require Board interpretation or amendment from time to time. R & R's appear in italics, at the end of some of the Articles below, and in the following section.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1. General. Anything contained in this Declaration to the contrary notwithstanding, no construction of any Dwelling Unit, no site preparation on any Lot, no change in grade or slope of any Lot, no construction or placement of any building or exterior additions or alterations to any building situation upon a Lot, no removal of trees (except dead, dying, diseased or damaged trees, or trees that pose a safety hazard), and no construction of or changes or additions to any other structure or Improvement on a Lot or Dwelling Unit shall be commenced nor shall any of the same be placed, maintained or allowed to remain, on any Lot or Dwelling Unit until the "Architectural Control Committee" (appointed as hereinafter provided) has approved the plans and specifications therefore and the location of such Improvements...

Article VIII

USE OF LOTS AND COMMON AREA – PROTECTIVE COVENANTS

Section 1. Land Use And Building Type. Each lot shall be used exclusively for single-family, non-transient residential purposes. Except as otherwise allowed by the terms of this Declaration, no building or other structure shall be constructed, placed or allowed to remain on a Lot except one single-family attached or detached private dwelling, an attached or detached garage serving said dwelling and/or a detached pump house servicing a swimming pool on a lot, with all of the foregoing meeting the requirements contained in this Declaration, including approval by the Architectural Control Committee; provided, however, all buildings and other structures that have been previously constructed and are being currently constructed by Mercedes Homes shall be deemed to have been approved as herein set forth; and provided further, that all future structures constructed by Mercedes Homes shall be deemed to have been approved so long as such structures are substantially similar to those currently existing in Taylor Glenn previously constructed by Mercedes Homes. Except as otherwise provided herein, no business activity or trade of any kind (other than activities related to development of the Development by Declarant, installation and maintenance work by utility providers and Persons responsible for street maintenance, construction, alteration, repair, improvement, maintenance or replacement of a single-family residence, or improvement or maintenance of a Lot or Dwelling Unit) shall be conducted on any Lot or within any Dwelling Unit, except that an Owner residing in a Dwelling Unit on a Lot may conduct business activities within the Dwelling Unit as long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door to door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The term "business" and "trade" as used in this Section, shall be construed to have the ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part time; such activity is intended or does generate a profit; or a license is required therefore. Provided, however, and notwithstanding anything to the contrary that may appear therein: (i) Declarant, Declarant's agent, or any Builder, subject to Declarant's approval, shall be permitted to erect and maintain sales offices, model homes and temporary construction or sales trailers or offices on any Lot or other tract of land owned by Declarant or such Builder for the purpose of carrying on business related to the development improvement and sale of Lots and the construction of single-family residences or Dwelling Units within the Property. Provided, however, any such sales office, model home and temporary construction or sales trailer or office must be specifically approved by Declarant and must comply with all applicable governmental laws and regulations; and (ii) Declarant and any Person authorized by Declarant may conduct such business activities on any Lot or other tract of land within the Development as may be necessary in connection with Declarant's development and/or sales of any part or all of the Property. There is also reserved, unto

Declarant and any builder (provided such Builder obtains the prior approval of Declarant as provided above), their agents, successors, assigns and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Property for such sales purposes.

R&R – This section is deemed to be self-explanatory.

Section 2. Obstructions, etc. There shall be no obstruction of the Common Area, nor shall anything be kept, stored, altered, constructed or planted in or on the Common Area, or removed therefrom, without the prior consent of the Association. Provided, however, Declarant, the Association, and Builders (provided that such Builders have obtained the approval of Declarant or the Association) shall have the right to install, place, repair, replace and maintain signs in the Common area; and Declarant and the Association shall have the right to install, maintain, repair and replace in the Common Area such materials, equipment and other apparatus as may be necessary to enable the Association to carry out its powers and duties under this Declaration.

R&R – This rule is deemed to be self-explanatory.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on such Owner's Lot or Dwelling Unit or in the Common Area which will result in the cancellation of or increase I cost of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation established by the Association. No waste shall be committed in the Common Area, except as may be necessary to enable Declarant or the Association to exercise any rights reserved to them hereunder or except as may be necessary to enable the Association to carry out its powers and duties hereunder. Each Owner shall comply with all applicable laws, regulations, ordinances (including, without limitation, zoning ordinances) and other governmental rules and restrictions in regard to such Owner's Lot(s) or Dwelling Unit(s) and the Common Area, and shall do so notwithstanding any attempted waiver or approval given by the Declarant or Architectural Control Committee under the terms of this Declaration.

R&R – This rule is deemed to be self-explanatory.

Section 4. Nuisance and Other Matters. No noxious or offensive activity shall be conducted upon any Lot or Dwelling Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trade materials or inventories (other than materials used for construction of dwellings or other approved structures on the Lots or Dwelling Units) may be stored upon any Lot or Dwelling Unit and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind may be stored, regularly placed, or allowed to remain on any Lot or Dwelling Unit (except that trash, leaves, tree limbs, materials for recycling pick-up and similar items may be kept or placed on a Lot or Dwelling Unit temporarily and only for such time as is reasonably necessary to enable the appropriate Governmental or private entity to remove same from the Lot or Dwelling Unit, or such materials may be kept on a Lot or Dwelling Unit for use as a compost [provided that such materials used for this purpose are neatly kept and are screened from view from any adjoining Lot, Dwelling Unit or street as approved by the Architectural Control Committee] and inoperable motor vehicles may be stored on a Lot or Dwelling Unit if the same are kept in an enclosed garage). Provided, however, trucks and/or other construction vehicles, materials and equipment may be allowed to remain on the Property temporarily during construction of roads, utilities and other improvements with the Property and during construction on a Lot of a single-family residential dwelling or a Dwelling Unit and/or other Improvements which have been approved for construction by Declarant or the Architectural Control Committee established by this Declaration (the temporary nature of the foregoing to be determined by the Declarant or by the Association or the Architectural Control Committee, when such right has been assigned by the Declarant to the Association or the Architectural Control Committee). Notwithstanding the foregoing, no vehicle of any type or size which transports inflammatory or explosive cargo or which stores or transports materials or substances defined as hazardous or toxic by any applicable environmental laws of any governmental entity having jurisdiction over the Property may be kept or allowed to remain in or on the Property at any time, except as may be required to effectuate removal of such prohibited materials and substances, unless the presence of such vehicle must be allowed on a public street under any applicable governmental regulations.

No potentially hazardous or toxic materials or substances shall be used or stored on any Lot other than normal household, lawn, pool, and garden products which shall be used by Owner in a manner not to permit spills or runoff of such materials onto the Lot, adjacent lots or property, Common Area, Sub-Community Property, wetlands area, ponds or buffers. No activity shall be allowed which violates local, state or federal laws or regulations; provided however, the Board shall have no obligation to take enforcement action in the event of a violation.

R&R – Lots must be maintained at all times. Storage of items on the Lot, other than customary patio or lawn furniture, approved play equipment, etc. is not permitted. Also considered a nuisance would be any activity in the Dwelling or upon the Lot, which limits the neighbor's peaceful enjoyment of their home.

Section 5. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any portion of the Property 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, that they do not create a nuisance (in the judgment of the Board), such as, but without limitation, by number, noise, odor, damage or destruction of property or refuse, and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, the County of Union or other applicable governmental entity relating thereto; and (ii) such rules and regulations pertaining thereto as the Board may adopt from time to time. In no event shall more than three dogs and/or three cats be regularly kept on any Lot or in any Dwelling Unit, except for newborn offspring of household pets which are under nine (9) months in age. Notwithstanding, the foregoing, the Association shall have the right to prohibit, or require the removal of, any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard. Every person owning or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon his own Lot; provided, however, that such dog may be off the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

R&R – A nuisance is considered to be, but not limited to: letting your pet defecate or urinate on another person's property; not cleaning your yard after your pet defecates; consistent barking as to limit the neighbor's peaceful enjoyment of their home; leaving your pet tied up in the yard whereby the lawn appearance is diminished, etc.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot or Dwelling Unit except for signs which are approved by Declarant (or by the Board upon termination of the class B Membership) and which are for one or more of the following purposes: (i) advertising the Lot or Dwelling Unit for sale or rent; (ii) advertising the building contractor constructing improvements on the Lot or Dwelling Unit during the initial construction and sales period; (iii) identifying the sales office and/or model home of a Builder who owns the Lot or Dwelling Unit; (iv) identifying the subdivision or phase name and/or identifying the Lot number of a Lot or Unit number of a Dwelling Unit; and (v) any other purpose approved by the Declarant (or by the Board after the Class B membership terminates); provided however, the foregoing limitations shall not act to restrict or prohibit Declarant or the Association or any applicable governmental entity from erecting, maintaining, repairing and replacing (and Declarant hereby reserves for itself, the Association and such governmental entities the right to erect, maintain, repair and replace) on a Lot, Dwelling Unit or on the Common Area, Landscaped Rights-of-Way, and in any easements reserved or granted for such purposes, signs and billboards advertising the Property, the Development or portions of either, or signs identifying various phases of the Development, or regulatory, street and directional signs; and provided further, all signs previously erected by Mercedes Homes shall be deemed to have been approved as herein set forth, and all future signs erected by Mercedes Homes shall be deemed to have been approved so long as such signs are substantially similar to those currently existing in Taylor Glenn previously erected by Mercedes Homes. Notwithstanding the foregoing, all signs erected and maintained on any Lot must conform with all applicable governmental requirements.

R&R – Pursuant to House Bill 1541, political signs may be displayed no earlier than 45 days before the election and no later than seven days after an election day. In addition to the

signs listed previously, the Board has approved one "CURB YOUR PET" sign per street frontage. You may purchase the pre-approved sign from All Star Sign Shop, 241 Post Office Drive, Ste. 7A, Indian Trail, NC 28079, (P) 704-821-4330, (F) 704-821-4660 email: bryan@allstarsignshop.net

Section 7. Attachments. No permanent attachments of any kind or character whatsoever shall be made to the roof or exterior walls of any Dwelling Unit or residence on a Lot, unless such attachments shall have been first submitted to and approved by the Architectural Control Committee; provided, however, 'Reception Devices" as defined in Article VIII, Section 17 herein) may be attached to the roof or exterior wall of a Dwelling Unit without approval by the Architectural Control Committee. No outdoor clotheslines shall be allowed on any Dwelling Unit or Lot.

R&R – This rule is deemed to be self-explanatory.

Section 8. Damage to the Common Area. Each Owner shall be liable to the Association for any damage to the Common Area, and/or Landscaped Rights-of-Way caused by the negligence or willful misconduct of the Owner or such Owner's family members, tenants, guests, or invitees.

R&R – This section not only pertains to the landscaped common area, but also to the pool, tennis courts, playground area, soccer field, entrance monuments, etc.

Section 9. Rules of the Association. All Owners and occupants of Lots or Dwelling Units shall abide by all rules and regulations adopted by the Association from time to time. The Board and the Declarant for so long as there remains a Class B Membership shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant for all damages and costs, including attorney's fees.

R&R – This section gives the Association the authority to create Rules and Regulations.

Section 10. Boats and other Recreational Vehicles. Neither a motorboat, houseboat or other similar waterborne vehicle, nor any airplane, nor any travel trailers, other trailers, or "camper" vehicles may be maintained, stored or kept on any portion of the Property, except in (i) enclosed garages or (ii) in area(s) specifically approved and with screens or covers as specifically approved by the Declarant or Architectural control Committee (in the absence of approval or disapproval by Declarant).

R&R – Boats, trailers, RV's, campers, ATV's or any other deemed recreation vehicle must be stored in an enclosed garage at all times. They cannot be parked in the driveway, back yard, side yard or any other location that can be seen from the street or neighboring yard.

Section 11. Outbuildings. No storage building or other outbuildings of any kind (excluding detached garages as are approved by the Architectural Control Committee) shall be erected, placed or allowed to remain on any Lot except those which are incidental to a swimming pool located on a Lot, are constructed of the same or substantially identical materials as the residential dwelling on the Lot, are architecturally compatible with the residential dwelling on the Lot (as determined by the Architectural Control Committee), are located no closer to the front boundary line of the Lot than the rear wall of the single-family residence located on the Lot and no closer to any side boundary line of a Lot than the applicable building setback requirements and which have otherwise been approved by the Architectural Control Committee.

R&R – Only homes with an in-ground pool can have an outbuilding for storage of pool materials.

Section 12. On-Street Parking. The Owner of each Lot which is a detached single family Lot shall provide for adequate parking space on the Lot for vehicles of all types and all other apparatus designed for movement over and upon streets or highways (whether self-propelled or not) and regularly used by the residents of the single-family residence on the Lot. No automobiles, trucks, vans, travel trailers, other trailers or any other apparatus designed for movement over and upon streets or highways

(whether self-propelled or not) shall be regularly parked on the streets within or adjoining the Property, and motor vehicles licensed to carry more than two (2) tons shall not be permitted park overnight or regularly on the streets, driveways or otherwise within the Property, except that Declarant until termination of its Class B Membership and the Board thereafter may allow such parking, by and such vehicles used in connection with the construction of improvements within the Property. In addition and supplemental to the prohibitions on parking set forth in this Declaration, the Board (and the Architectural Control Committee) are empowered to promulgate and enforce rules and regulations relating to parking on the streets within or adjoining the Property. Notwithstanding the foregoing, it is hereby disclosed and acknowledged that the Town of Indian Trail or other governmental authorities have certain jurisdiction over public streets in the Subdivision, and that the prohibitions and restrictions set forth in this Section may not be capable of being enforced due to the policies of the Town of Indian Trail or other governmental authority, and may not be capable of being enforced against parties who are not members of the Association or their tenants.

R&R – The owner is responsible for ensuring that the residents of the Dwelling, along with any guests of the Dwelling, have adequate parking, without regularly parking on the street. This rule also applies to the parking of trucks, vans, travel trailers or any other trailers being prohibited from parking on the street. Any vehicles licensed to carry more than 2 tons are not allowed to park overnight in the driveways.

SUPPLIMENTAL R&R: Commercial Vehicles – Commercial vehicles are not allowed to be parked in the driveway, on the Lot, or on the street.

Commercial vehicles are defined as follows:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Section 13. No Temporary Structure. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

R&R – This rule is deemed to be self-explanatory.

Section 14. Landscaping. Except for the single-family residence, driveways, sidewalks and other Improvements on each Lot or Dwelling Unit, the surface of each Lot shall be of undisturbed areas left in their natural state or grass or other live foliage or areas covered with pine straw and/or other ground cover approved by the Architectural Control Committee, and such natural areas, grass foliage, pine straw and ground cover shall be neatly maintained at all times. No trees may be removed from any Lot without the written approval of the Architectural Control Committee except those trees which are dead, dying, diseased or damaged, or trees that pose a safety hazard.

R&R - The lawn and all landscaping items (shrubs, trees, plantings, etc) must be maintained on a consistent basis including cutting, edging, weeding, seeding and blowing of grass.

Section 15. Fences and Walls. Any fence extending from the rear corner of the Dwelling Unit to the front corner of the property line shall not exceed three and one-half (3.5) feet in height unless otherwise specifically required by governmental authorities having jurisdiction, and any fence extending from the rear corner of the Dwelling Unit to the rear corner of the property line shall not exceed six (6) feet in height unless otherwise specifically required by governmental authorities having jurisdiction. All fences on Lots shall be maintained at all times in a structurally sound and attractive manner and in a good state of repair. All fences on Lots shall be of stucco, stone, brick, vinyl or material approved by the Declarant (or the board, when the right to appoint the Architectural Control Committee has been assigned to the Board) and no fence shall be constructed, placed or allowed to remain on any Lot until the Owner thereof has obtained approval for such fence from the Architectural Control Committee.

Notwithstanding anything herein to the contrary, any fence existing at the time of filing of this Declaration which was constructed in compliance with the Existing Declaration shall be in compliance with this Declaration.

R&R – This rule is deemed to be self-explanatory.

Section 16. Sight Line Limitations. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the foregoing distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. Declarant reserves the right to waive the foregoing requirements with respect to portions of any Lots that also are considered Common Area or contain Common Property.

R&R – This rule is deemed to be self-explanatory.

Section 17. Antennae. No exterior antennae, earth satellite station, microwave dish or other similar improvements may be constructed, placed, maintained or allowed to remain on any Lot or Dwelling Unit (or on any Improvement) other than a "Reception Device." As used herein, a Reception Device shall refer to a satellite dish or other device designed to receive video programming or antenna designed to receive over-the-air broadcast signals from local television stations. The use of a Reception Device is allowed, but will be limited as follows: (i) a Reception Device one meter or smaller in diameter is allowed, and Reception Devices larger than one meter are prohibited; (ii) Reception Devices must be installed on the Dwelling Unit in an inconspicuous location (so long as the quality of reception is not impaired); (iii) for safety purposes, no Reception Device may be installed that would extend higher than twelve (12) feet above the roofline of the Dwelling Unit without approval from the Architectural Control Committee; (iv) for safety purposes, Reception Devices shall not be installed closer to an adjacent Dwelling Unit than the total height of the Reception Device; (v) the Owner of the Dwelling Unit upon which the Reception Device is located shall be solely responsible for the maintenance, repair, upkeep and all other costs associated with the Reception Device, including any medical expenses incurred by any person injured by the use of such Reception Device; and (vi) the Reception Device should be painted an appropriate color to match the surrounding environment if it would not unreasonably increase the cost of the Reception Device or impair the Owner's ability to install, maintain or use the Reception Device. If any provision of this Section 17 is found to be invalid, the remainder of these provisions shall remain in full force and effect.

R&R – All Satellite Dishes less than one meter has automatic approval per FCC Guidelines. The Association prefers that the dish be located behind the Dwelling, out of the sight of the street; or, if that location is not possible, screened from view.

Section 18. Gas Meters. No gas meters shall be set in the front of a residence on a Lot or Dwelling Unit unless such meter is of an underground type or is screened in a manner approved by the Architectural Control Committee.

R&R – This rule is deemed to be self-explanatory.

Section 19. Utility Yards. Each utility yard shall be walled or fenced or otherwise screened from view by landscaping features or other methods as approved by the Architectural Control Committee. The following buildings, structures and objects may be constructed or placed on a Lot and allowed to remain on a Lot only if the same are located wholly inside the single-family residence or garage on the Lot or wholly within a utility yard located on the Lot: pens, yards and houses for pets; above ground garbage and trash cans or receptacles (unless by applicable governmental law or regulation the same must be located elsewhere); and all other buildings, structures and objects determined by the Architectural Control Committee to be of a similar nature to the foregoing items or determined by the Architectural Control Committee to be of an unsightly nature or appearance.

R&R – All Utility Yard screening (walls, fences, etc.) must have prior approval from the Architectural Control Committee. Items such as pens, yards and houses for pet, trash cans or receptacles cannot be constructed or left in view of the street or neighboring Lot without such approved screen.

Section 20. Mailboxes. All mailboxes, unless attached to the residence on a Lot (which attachment either must be approved by the Architectural Control Committee or otherwise required by applicable governmental law or regulation or by the United States Postal Service or successor agency) shall be affixed to a substantial pole or stand permanently placed in the ground and shall not be located within a sidewalk. Architectural guidelines with respect to mailboxes may require, prohibit, restrict or specify one or more of the following: method and type of support; style; material; color; size; height; and one or more of the foregoing with respect to the numbering and/or lettering to be placed on a mailbox or affixed thereto.

R&R – The only mailboxes approved at Taylor Glenn are:

Section 21. Utilities. Except as otherwise specifically approved by the Architectural control Committee, all electric, telephone, water and sewer, natural gas and cable television utilities and utility connections serving individual Lots or Dwelling Units shall be located underground or screened in such a manner as is approved by the Architectural Control Committee. Transformers, electric, gas or other meters of any type, or other utility apparatus shall be contained within the buildings constructed on Lots or buildings containing Dwelling Units or, if adequately screened in a manner approved by the Architectural Control Committee, the same may be located on the exterior of buildings.

No septic tank shall be installed, used or maintained on any Lot or Dwelling Unit. No well or individual water supply system shall be installed, used or maintained on any Lot or Dwelling Unit for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals or piping servicing the residence which furnish domestic water from sources beyond the boundary lines of the Lot or boundaries of a Dwelling Unit. Notwithstanding the foregoing prohibition, the Architectural Control Committee may permit in writing the installation use and maintenance of wells and pumps for irrigation purposes or ground water heat pump systems.

R&R – If you contract with a utility company for service, it is your responsibility to ensure that the cable lines are buried.

Section 22. Minimum Square Footage. The minimum square footage for any main residence constructed on any Lot shall be as approved by the Architectural Control Committee in accordance with the Architectural and Landscape Guidelines; provided, however, all residences that have been previously constructed and are being currently constructed by Mercedes Homes shall be deemed to have been approved as herein set forth, and provided further, that all future residences constructed by Mercedes Homes shall be deemed to have been approved so long as such residences are substantially similar to those currently existing in Taylor Glenn previously constructed by Mercedes Homes.

R&R – This rule is deemed to be self-explanatory.

Section 23. Building Setback Distances. The main residence on each Lot shall not be located on any Lot nearer to the Lot boundary lines than the building setback lines established on the recorded plat for such Lot. Nothing herein shall prohibit a townhome residence from being located on the boundary lines of a Lot.

Declarant for so long as there is a Class Be Membership, and thereafter the Architectural Control Committee reserves the right at any time and from time to time to grant minor variances from and/or waive minor violations of the foregoing setback requirements (and, subject to approval of the Town of Indian Trail or to her applicable governmental entity having jurisdiction), to waive violations or grant variances from any setback requirements shown on any recorded plat of Lots in the Development, such variances or waivers to be in writing. Variances or waivers not in excess of twenty percent (20%) of the applicable requirement are deemed to be minor. Notwithstanding the foregoing, if any minimum setback distance specified herein is different from any minimum setback distance shown on any recorded plat of

any part or all of the Property, the greater distance shall be controlling with respect to the Lot or Lots affected thereby. Notwithstanding the foregoing, no waiver or variance may vary or waive the setback requirements of the Town of Indian Trail or other applicable governmental entity.

For the purpose of determining the foregoing building setback distances under this Declaration, eaves, steps, stoops, open and screened-in porches, overhangs, bay windows, decks, patios, terraces and chimneys shall not be considered as a part of the main dwelling house, but the location of such Improvements on a Lot shall be subject to the architectural control and approval provisions applicable to the Lots subject to this Declaration. Provided, notwithstanding anything to the contrary that may appear herein, no dwelling or other improvement on a Lot shall encroach upon another Lot except as provided in Additional Declarations for Sections of the Development containing townhome Dwelling Units. Should any question arise under this Declaration as to whether or not any portion of the main dwelling house *(other than the foregoing items specified as not being part of the main dwelling house) should be considered as part of the main dwelling house for the purpose of determining the foregoing building setback distances, or should any question arise as to what constitutes the front, side or rear property line of any Lot for the purposes of the required setback distances set forth in this Declaration, the Architectural Control Committee shall have the authority to make such determination and the decision of the Architectural Control Committee shall be final.

With respect to Declarant's rights to grant variances or waivers of square footage and building setback requirements, these rights are reserved to provide a method to grant relief from inadvertent violations and to afford an opportunity to address special, unusual or unique circumstances that may apply to any particular Lot (such as, for example, difficult topographical circumstances or unusual soil conditions). However, it is the specific intention of the Declarant that the exercise of such rights by Declarant not impair or destroy the rights of the Declarant, the Association or the Owners to enforce the provisions of this Declaration (subject to any such variance or waiver granted by Declarant), and that the exercise of such rights by Declarant not convert this Declaration from a real covenant running with the Property and binding on all present and future Owners of any part or all of the Property into a mere personal covenant enforceable only the Declarant.

Furthermore, with respect to Additional Property subjected to this Declaration, Declarant reserves the right to establish different minimum square footage and building setback requirements as Declarant determines in its sole discretion may be necessary to accommodate difference sizes of lots, different types and sizes of single-family residences, and different marketing conditions from what exists or has existed in other phases or sections of the Development.

R&R – This rule is deemed to be self-explanatory.

Section 24. Exterior Materials. The exterior materials of each building constructed, altered or placed on a Lot and all roofs shall be as approved by the Architectural Control Committee in accordance with the Architectural and Landscape Guidelines.

R&R – This rule is deemed to be self-explanatory.

Section 25. Recreational and Other Equipment.

No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to any Dwelling Unit or otherwise placed or kept on any Lot, except in accordance with the requirements as set forth in the Architectural and Landscape Guidelines.

Children's play toys and other moveable equipment of any type (such as lawn mowers, garden tools, etc.) shall not remain repeatedly overnight within any front yard of any Lot or Dwelling Unit or within the side yards of any Lot or Dwelling Unit located on a Roadway corner, in such number or for such a long period of time as to create a continuing unsightly condition.

R&R – Permanent structures must have prior approval of the Architectural Control Committee. Permanent Structures are defined as any item or equipment that cannot be dis-assembled and stored out of sight on a daily basis. Moveable equipment must be returned to the back of the Lot or enclosed in the garage when not in use.

Section 26. Vegetable Gardens. Vegetable gardens shall not be permitted on any Lot unless placed in the rear portion of such Lot in such a manner as not to constitute a nuisance or unsightly condition to any adjoining Owners.

R&R – This rule is deemed to be self-explanatory.

Section 27. Lawn Furniture & Statues. No lawn furniture or decorative items, such as statuettes or renderings of animate or inanimate objects, shall be maintained in the front or Side yards of any Lot or Dwelling Unit unless shielded from view by landscaping, a fence or a wall approved in advance in writing by the Architectural control Committee.

R&R – This rule is applicable to any decorative items that are greater than 6" or 10 lbs.

Section 28. Restricted Activities Regarding Lakes and Ponds. The Property will contain one or more lakes or ponds which may or may not be Common Area. With respect to construction of a Dwelling Unit or any Improvements on any Lot that abuts a lake or pond, a silt fence or barrier shall be placed across each such Dwelling Unit or Lot during the construction of any Improvements thereon in such a manner as to protect the lake or pond from soil erosion and silt. Such fence or barrier shall be constructed prior to the commencement of any construction of Improvements, including clearing or grading, and shall remain in place until such time as the said Dwelling Unit or Lot has been landscaped or stabilized in a manner that will protect the lake or pond from soil erosion and silt. No pesticides or other toxic, hazardous or harmful chemicals shall be used for any purposes whatsoever within thirty (30) feet of any lake or pond. Any such chemicals used or applied more than thirty (30) feet from any lake or pond shall be used or applied so as to prevent the spread or dissemination of such chemicals into the lake or pond. No piers, jetties, docks, boat houses, storage facilities or other similar structures shall be constructed or located on or in any portion of the lake or pond. No boats or other floating vessels shall be permitted in or on any portion of the lake or pond. No person shall be allowed to swim, fish or engage in any other recreational activities within any lake or pond.

R&R – This rule is deemed to be self-explanatory.

Section 29. Occupants Bound. All provisions of this Declaration, any Additional Declaration, the Bylaws and any and all rules and regulations, use restrictions or Architectural and Landscape Guidelines promulgated pursuant hereto or thereto which govern the conduct of the Owners and which provide for sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned.

R&R – This rule means any Owners and occupants are held to the Declarations and Rules and Restrictions.

Section 30. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot or Dwelling Unit and all applicable Town of Indian Trail or other governmental entity requirements or restrictions relative to the location or construction of Improvements on a Lot and/or use and utilization of any Lot or Dwelling Unit shall continue to be applicable and shall be complied with in regard to the Lots or Dwelling Units. Provided, that in any instance in which the provisions of this Declaration impose a more restrictive requirement than the applicable governmental requirements or restrictions, the provisions of this Declaration shall control.

R&R – This rule is deemed to be self-explanatory.

TAYLOR GLENN of Indian Trail HOMEOWNERS ASSOCIATION, INC
Architectural Control Committee (ARC)
EXTERIOR ALTERATION APPLICATION

Date of Request: _____

Name: _____

Section: _____

Lot: _____

Address: _____

Phone (H): _____

Start Date: _____

Phone (W): _____

Completion Date: _____

Application for: : _____

Please provide a complete, detailed description of the proposed change, including sketches, drawings, etc, and show its location on a site plan (plat) for the property. Refer to the Architectural Guidelines for the information required. A checklist is provided in Appendix D of the Guidelines as a detailed list of information needed with this application. (Use additional pages if required.)

I HAVE READ AND INITIALED THE CONDITIONS ON PAGE 2 OF THIS APPLICATION FORM.

Owner's Signature: _____ Date: _____

_____ Date: _____

ARC ACTION:

Approve: _____ Disapprove: _____ More Information/Justification Needed: _____

Comments or Stipulations: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Conditions applicable to this application:

1. I understand that compliance with the Taylor Glenn Architectural Guidelines and approval by the Architectural Control Committee (ARC) do not necessarily constitute compliance with the building and zoning codes or provisions of Union County and/or Indian Trail (note: Town ordinance requires the applicant to file plans with the Building Inspector at the Town Administration Building), for alterations requiring a building permit. Further, nothing contained herein shall be construed as a waiver or modification of any Union County/Indian Trail or North Carolina Department of Transportation restrictions.
2. I understand and agree that no construction or exterior alteration shall commence without written approval of the ARC. If alterations are made prior to receiving approval, I *may* be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part, and that I may be required to pay all legal expenses incurred.
3. I understand that members of the ARC are permitted to enter upon my property at any reasonable time for the purpose of evaluating the proposed project and inspecting the ongoing and/or completed project, and that such entry does not constitute trespass.
4. I understand that any approval is contingent upon construction or alterations being completed in a professional manner.
5. An ARC decision on all applications for alteration is required within 45 calendar days of receipt of a properly completed application.
6. I understand that the alteration authority granted by this application will be revoked automatically if the alteration requested has not commenced within 180 days of the approval date of this application or has not been completed by the date specified by the ARC.
7. I understand that all work must be completed within 120 days of the start date.

IF YOU DISAGREE WITH THE DECISION, AN APPEALS PROCEDURE IS PROVIDED BY THE TAYLOR GLENN HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS. A WRITTEN REQUEST MUST BE MADE WITHIN 10 DAYS OF RECEIPT OF THE ARC'S DECISION.

Please submit the completed, original application and any supporting documents (i.e. drawings, illustrations, plans, plats, etc.) to:

By Mail: Taylor Glenn of Indian Trail Homeowners Association
c/o Braesael Management Company.
P.O. Box 2171
Matthews, NC 28106

By Email: TaylorGlenn@Braesael.com

By Fax: (704)847-0965

If you have any questions about this application or the Architectural Guidelines, please contact the Taylor Glenn Homeowners Association Manager Office at (704) 847-3507

"I have read and understand these conditions"

(Initials)

EMERGENCY CONTACT INFORMATION AND PHONE NUMBERS

Ambulance, Medical, Fire, Police	911
Union County Information	(704) 283-3500
Animal Control (violations of the Leash Law and Pooper Scooper Law)	(704) 283-2308
Union Power Cooperative (power outages or street light outage)	(704) 289-3145
Union County Public Works	(704) 296-4210
North Carolina Natural Gas	(800) 275-6264
American Broadband Cable	(704) 821-3287
Trash Collection – Indian Trail	(704) 821-7578
Braesael Mgmt, LLC	(704) 847-3507

DOCTOR _____

SCHOOL _____

DENTIST _____

HOSPITAL _____

EMERGENCY CONTACT _____

OTHER _____