

Homeowners Associations and You

A public guide for Carrboro citizens outlining HOA covenants, restrictions on environmentally beneficial practices, and how they might affect you.



A UNC Capstone Project
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With assistance from:

UNC Institute for the Environment Staff
The Town of Carrboro Planning Department
HOA representatives,
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Letter to the User

While Homeowners Associations (HOAs) can be beneficial in many ways, we find it important to understand how they may stifle activities that could have positive value for individual property owners and our community. Please consider the following advice when dealing with your HOA.

- Request a copy of your HOA covenant (and any corresponding documentation) before signing a purchase agreement for property. Doing so will allow you to anticipate any restrictions that may change your opinion of the property.
- Covenants can, at times, be difficult to access. If the current HOA board does not have a copy, the document may also be available at the Orange County Register of Deeds located in Hillsborough, NC. A document detailing this resource has been included in this packet.
- HOA covenants often contain ambiguous language concerning what property owners can and cannot do with their property. It is the ambiguity of the language that makes it possible for covenants to widely influence what is and is not allowed in a given neighborhood. When reading the document, you should strive to understand what is explicitly restricted/permitted and what is needed to amend the covenants.
- Covenants often have amendment clauses. Understand the amendment clauses of your covenant and the resources needed to overturn a standing restriction. Exercise the power of amendments when needed.

We wish you luck in managing and working with your Homeowners Association. When understood, HOAs and the covenants they impose can protect property value and provide a useful framework for interacting with neighbors.

Guide to searching for Carrboro HOA covenants on the Internet:

1. Go to <http://web.co.orange.nc.us/RODInquiry/index.aspx>
2. Make sure pop-up blocker is disabled
3. Under the “General” tab, type in HOA name into “Last/Business Name” line. If you don’t get results, try typing in a shorter version of HOA name
4. Hit search
5. When results come up, look under “Type” column. Click only on documents with the following codes: COV: covenant, R/C: restrictive covenant, DECL: declaration

Disclaimer

Note to the user: While this document was created in order to aid environmentally minded current and potential homebuyers to the greatest extent possible, there are several limitations to consider in the course of its use.

First, this document is not exhaustive. There are hundreds of HOAs operating in and around Carrboro, and as you may come to know, obtaining their restrictive covenants is a tedious, arduous process. This guide contains only about three dozen of the most accessible covenants. If you do not find your HOA's covenants here, that does not necessarily mean they do not exist. However, with further investigation and communication with your HOA's board of directors, you should be able to access the governing documents.

Second, you may notice that this document includes several HOAs that actually operate within the Chapel Hill town limits and not Carrboro. This is probably due to the fact that the Town of Chapel Hill annexed these neighborhoods at some point in the towns' pasts. However, geographically, these HOAs remain very close to Carrboro and we have therefore decided to include them in this guide. In addition, several neighborhoods have covenants but no functioning HOA; these are noted in the text.

Third, with respect to the tables presenting each HOA's restricted environmental best practices, please note that the title "restricted" does not necessarily entail "prohibited," though that is entirely possible. For example, a practice may "require permission" of the HOA's governing body, or that a practice must be "concealed" (such as a rain barrel). Moreover, some neighborhoods have a relatively relaxed stance on enforcing covenants, and may not actively prevent practices that are widely tolerated and generate no complaints from residents. Indeed, a neighborhood may relax enforcement for some time before going through the process of revising covenants.

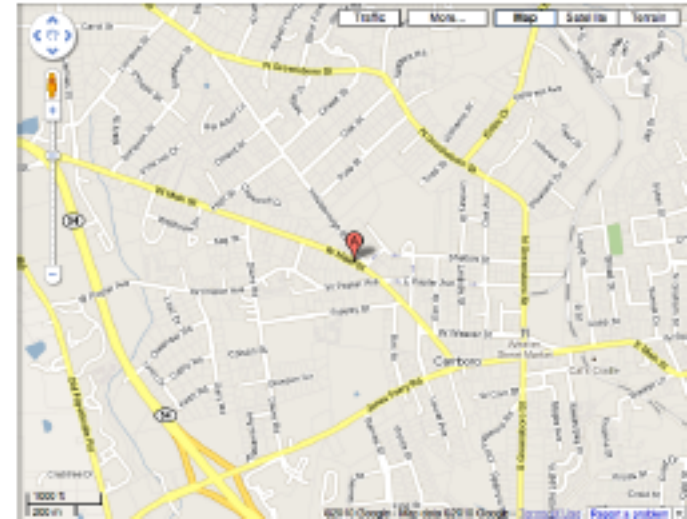
And finally, you must realize that these pages include only summaries and interpretations of the restrictive covenants. While they are meant to serve as a useful guide, we recommend that you refer to the actual wording of the documents. We have included, as an appendix, select passages from covenants (some verbatim, and others paraphrased), in order to help you understand the precise and legal restrictions of covenants.

That being said, we hope that you find this guide to be both easy to use and helpful.

605 W. Main Street Condos

Neighborhood Description

- Suites starting at 700 ft²
- Condos in a 24,777 ft² mixed-use building
- Built in 2005

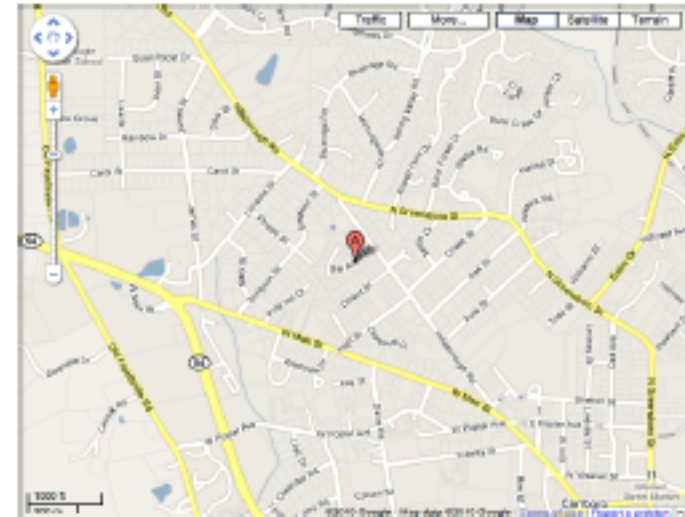


Activity	Restricted	Conditions/requirements
Fences, walls, and modifications	✓	Review and approval
Hanging laundry	✓	No laundry drying on decks
Livestock & poultry	✓	
Obnoxious offensive activity/nuisances	✓	

Bel Arbor

Neighborhood Description

- Average home price: \$391,500
- Primarily two-story homes built between 1990 and 1999

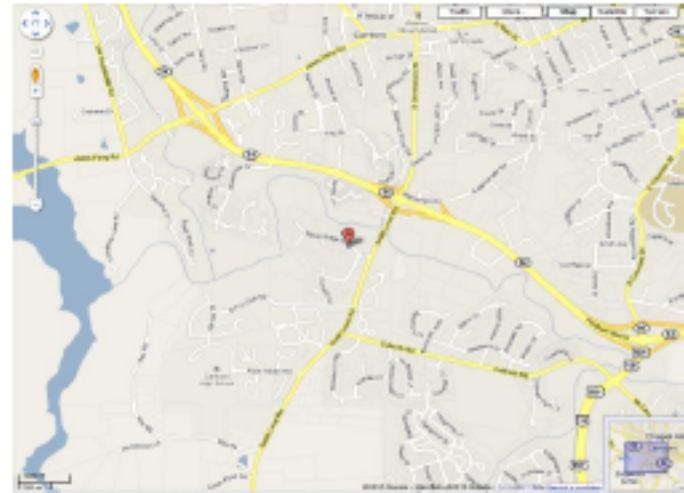


Activity	Restricted	Conditions/requirements
Alternative roof materials	√	
Clotheslines	√	Screened from street view
Compost	√	No unattractive accumulations
Livestock & poultry	√	
Outbuildings	√	Only if incidental to residence

Berryhill

Neighborhood Description

- Average home price: \$468,333
- Lots generally 0.4 acres
- Built between 1990 and 2005

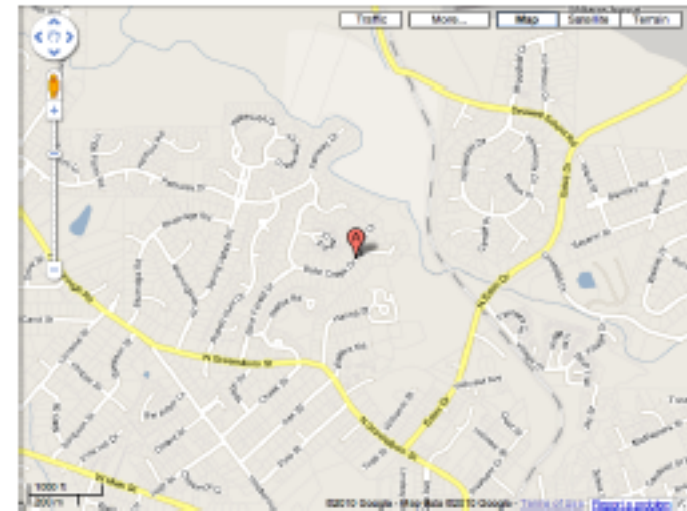


Activity	Restricted	Conditions/requirements
Fences and other modifications	√	Review and approval

Bolin Forest

Neighborhood Description

- Average home price: \$329,800
- Lots around 0.3 acres
- Built between 1980 and 1999

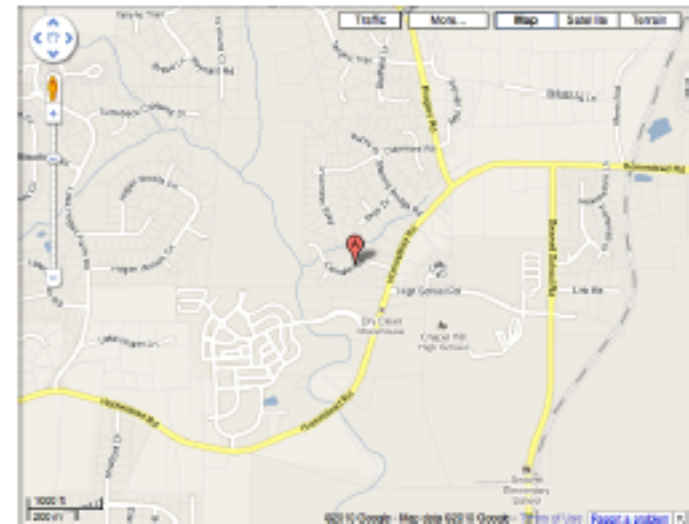


Activity	Restricted	Conditions/requirements
Clotheslines	✓	Screened from street/neighbors
Compost	✓	"Stored materials" enclosed
Solar collectors and panels	✓	Not visible from street

Camden Place II

Neighborhood Description

- Large, executive-style homes built in 1990s
- Approximately 30 homes
- Close to public schools and Homestead Park complex

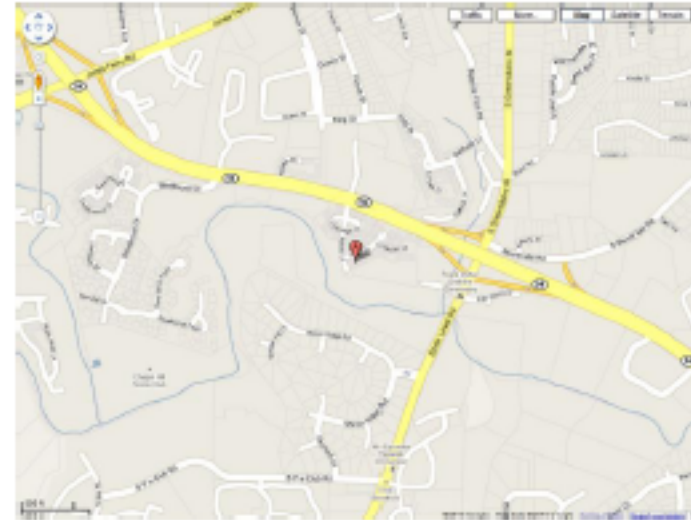


Activity	Restricted	Conditions/requirements
Clotheslines	✓	
Compost	✓	"Stored materials" enclosed
Fences	✓	Wooden pickets
House size	✓	Minimum 2800 ft ²
Non-household animals	✓	
Noxious or offensive activity	✓	

Canterbury Townhomes

Neighborhood Description

- 112 units in 26 buildings
- All units individually owned
- Built in 1980s
- Most units less than 1500 ft²

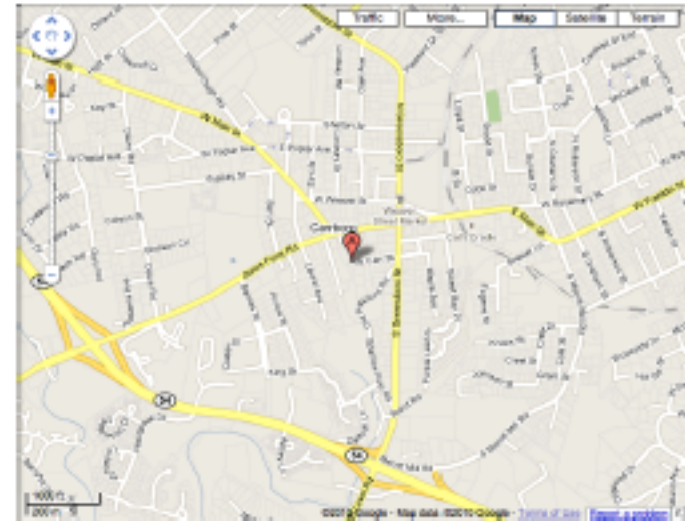


Activity	Restricted	Conditions/requirements
Clothesline	√	Screened from street view
Fences	√	Review and approval
Livestock	√	
Noxious offensive activities/nuisances	√	
Tanks/Rain barrels	√	Screened enclosure

Carr Court

Neighborhood Description

- Ethnically diverse
- Contains the Carr Court Family Resource Center and the Carr Court Neighborhood Association
- Located on the border between Chapel Hill and Carrboro

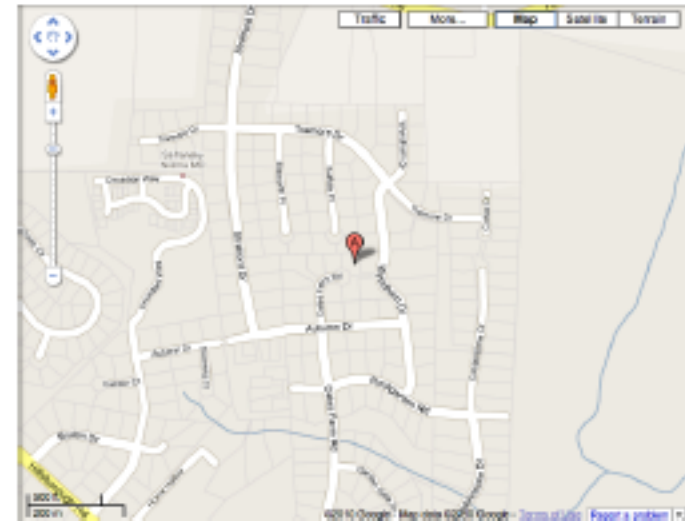


Activity	Restricted	Conditions/requirements
Livestock & poultry	√	
Obnoxious offensive activity/nuisances	√	
Solar panels	√	Approval required
Temporary buildings	√	
Water storage tanks	√	
Yard waste piles	√	Screened from street/neighbors

Cates Farm

Neighborhood Description

- Houses built in the late 1990s, primarily on 0.3 acre lots
- Close to McDougal elementary and middle schools

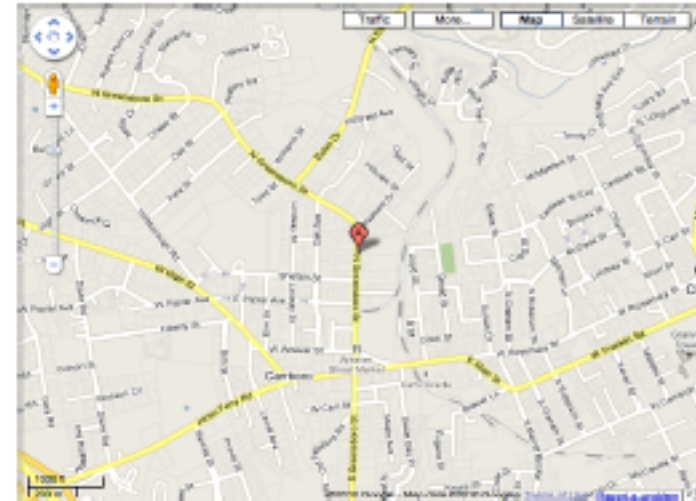


Activity	Restricted	Conditions/requirements
Clotheslines	✓	
Compost	✓	"Stored materials" prohibited
Fences, modifications	✓	Review and approval
Livestock & poultry	✓	
Noxious offensive activity/nuisances	✓	

Cedar Court

Neighborhood Description

- 50-unit townhouse-style condominium development
- Brick exteriors, hardwood floors, patios, community pool and garden, generous open space

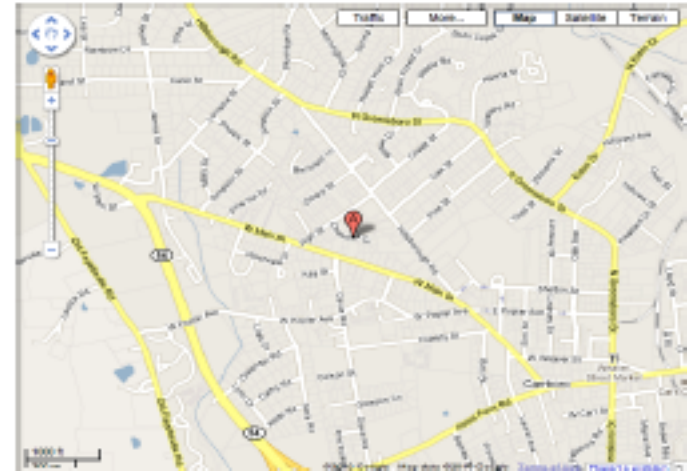


Activity	Restricted	Conditions/requirements
Noxious offensive activity/nuisances	✓	
Non-household animals	✓	

Cheswick

Neighborhood Description

- Peaceful, quiet cul-de-sac
- Close to downtown Carrboro

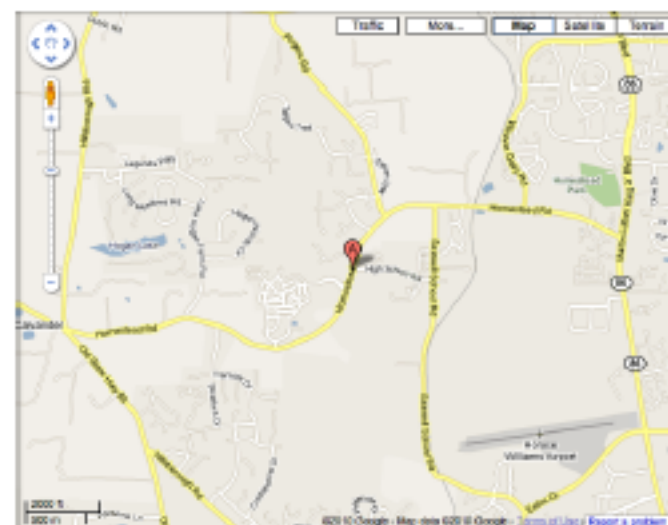


Activity	Restricted	Conditions/requirements
Clothesline	✓	Approved screening
House size	✓	Minimum 1000 ft ²
Livestock & poultry	✓	
Noxious or offensive activity	✓	
Tanks/Rain barrels	✓	Screened from street/neighbors

Claremont

Neighborhood Description

- Houses built in 2006 or earlier
- Average lot size of 0.2 acres
- 46% dedicated to green space
- Tree-lined sidewalks, scenic greenway and ball field

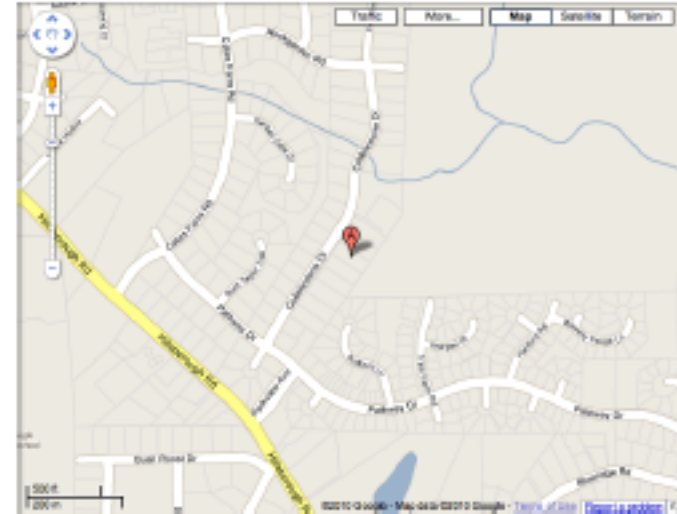


Activity	Restricted	Conditions/requirements
Clotheslines	√	Umbrella clotheslines only
Fences & modifications	√	Review and approval
House size	√	Min 2000 ft ² ; 1000 (multifamily)
Non-household animals	√	
Solar panels or collectors	√	Screened from street view

Cobblestone

Neighborhood Description

- Houses built in 1980s
- Primarily on lots of 0.3 - 0.7 acre
- Close to McDougal elementary and middle schools
- Some visible above-ground power lines

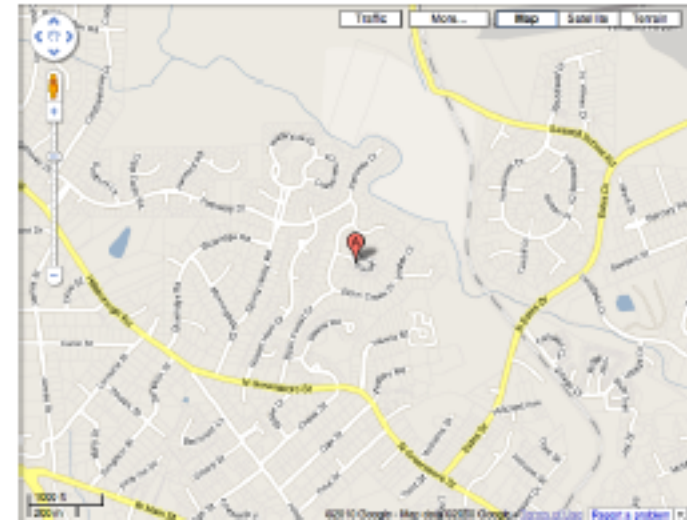


Activity	Restricted	Conditions/requirements
Clothesline	√	
Fences & modifications	√	Review and approval
Non-household animals	√	
Solar panels	√	
Tank/Rain barrels	√	

Forest Court

Neighborhood Description

- Small community in Bolin Forest
- Variety of home styles and sizes
- Constructed in 1980s and 1990s

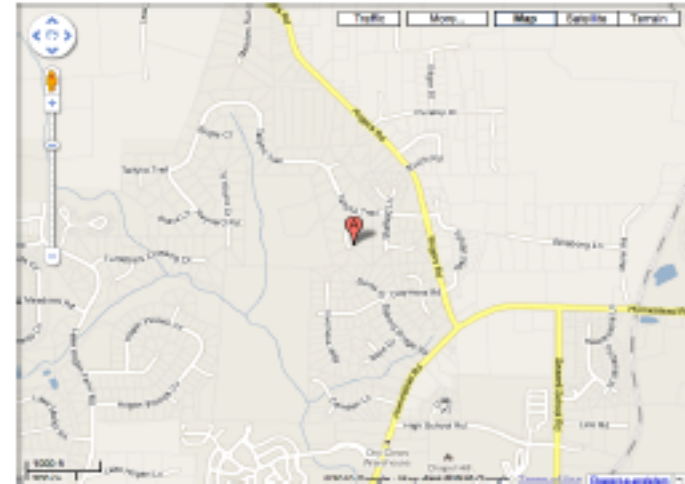


Activity	Restricted	Conditions/requirements
Compost	√	"Stored materials" enclosed
Fences & modifications	√	Review and approval
Obnoxious offensive activity/nuisances	√	

Fox Meadow

Neighborhood Description

- Located off Rogers Road in historic Rogers Road community
- First connected to OWASA in 2009
- No formal HOA exists; covenants can be enforced only through courts

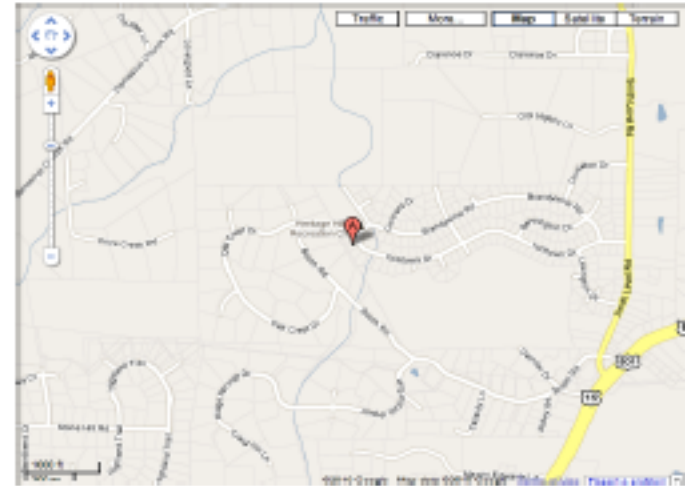


Activity	Restricted	Conditions/requirements
House size	√	Minimum 1400 ft ²
Non-household animals	√	
Outbuildings	√	Limited to 1 bldg; ½ area home

Heritage Hills

Neighborhood Description

- Colonial, ranch, and split level
- Constructed in 1960s - 1980s
- Average prices: \$155,000-\$230,000
- No formal HOA exists; enforcements of covenants through court

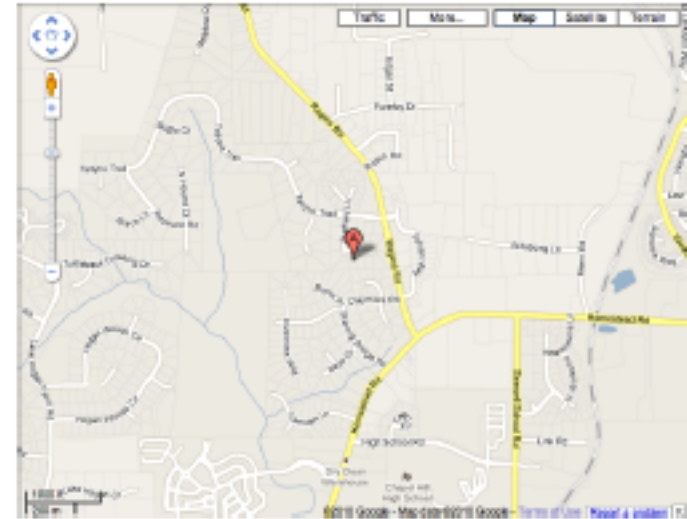


Activity	Restricted	Conditions/requirements
Minimum house size	✓	Minimum 1200 ft ²
Non-household animals	✓	
Temporary buildings	✓	

Highland Meadows

Neighborhood Description

- Located off Rogers Road
- Constructed between 1993 and 1995
- Average home price: \$500,000



Activity	Restricted	Conditions/requirements
Driveway materials	✓	Concrete or asphalt
Fence materials	✓	Decorative wood up to 3' high
House size	✓	Minimum 2000 ft ²
Non-household animals	✓	
Roof materials	✓	Dimensional shingle

Highlands North

Neighborhood Description

- Homes built since 1996
- Price Range: \$255,000-\$297,000
- Lots of 0.25-0.33 acre



Activity	Restricted	Conditions/requirements
Fences & modification	✓	Review and approval
House size	✓	Minimum 1800 ft ²
Obnoxious offensive activity/nuisances	✓	
Solar collectors	✓	Approval of board
Water barrels	✓	Storage receptacles by approval

Hillmont Condominiums

Neighborhood Description:

- One-half mile to downtown Carrboro
- 1-bedroom apartments
- Wooded neighborhood



Activity	Restricted	Conditions/requirements
Non-household animals	✓	
Noxious offensive activity/nuisances	✓	
Unsightly conditions	✓	

Lake Hogan Farms

Neighborhood Description

- Average sale price (2008): \$508,058
- Average year built: 2002
- Size range: 2100-4700 ft²

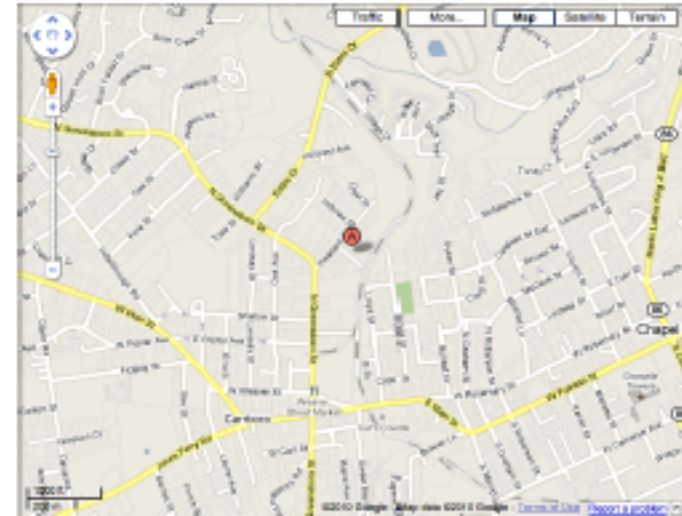


Activity	Restricted	Conditions/requirements
Clotheslines	√	Screened from street/neighbors
Livestock & poultry	√	
Unsightly conditions	√	
Water tanks		Screened; materials restricted

Mulberry Street Condos

Neighborhood Description

- Block of condos in heart of Carrboro
- Three blocks from Weaver Street Market
- Downtown living on a quiet tree-lined street

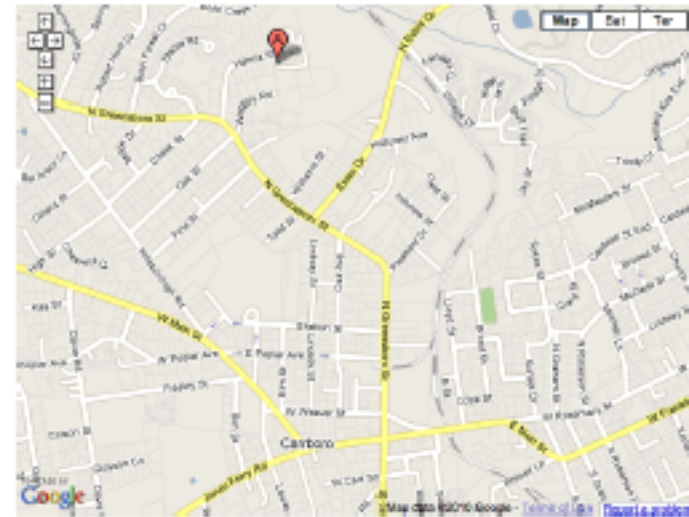


Activity	Restricted	Conditions/requirements
Noxious offensive activity/nuisances	✓	
Temporary structures, outbuildings	✓	
Unsightly conditions	✓	

Pacifica

Neighborhood Description

- A co-housing community
- Characterized by “participatory process, neighborhood design, private homes supplemented by common facilities, resident management after move-in, non-hierarchical structure and decision-making, and no shared community economy”



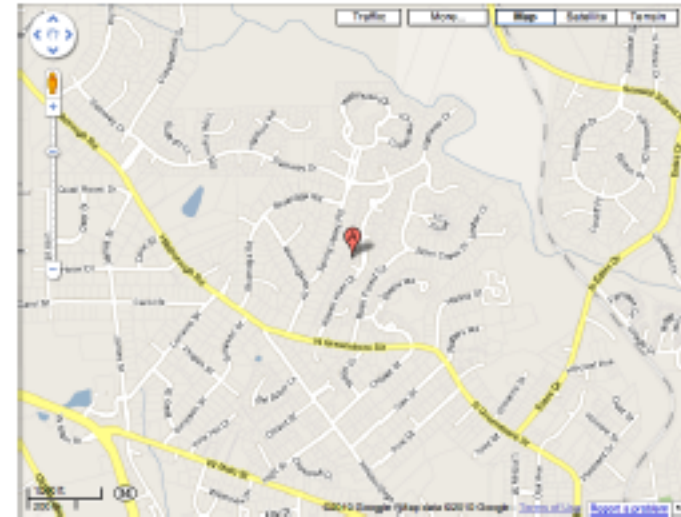
Activity	Restricted	Conditions/requirements
Clotheslines		Consult neighbors on placement
Pets and other animals		As allowed, Carrboro ordinance
Pesticides (other than local termite)		Follow Open Space Mgmt Plan
Fences, outbuildings, modifications	√	Review and approval
Noxious offensive activity/nuisances	√	
Trees and tall structures	√	May not restrict south exposure

Quarterpath Trace

Neighborhood Description

- Built in 1990s
- Mid-size transitional and traditional homes on 0.25 acre lots

Note: Covenants now under review for possible revision to allow certain restricted activities

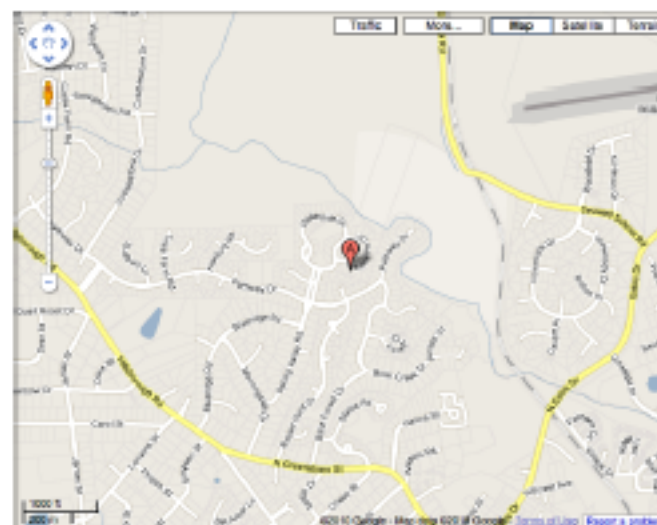


Activity	Restricted	Conditions/requirements
Clothesline	√	
Driveway materials	√	Stone, asphalt, concrete
Fences	√	
Non-household animals	√	Approval required for livestock
Noxious offensive activity/nuisances	√	
Water tanks	√	No exposed above-ground tanks

Spring Valley

Neighborhood Description

- Located off Hillsborough Road
- Homes built in 1980s and 1990s
- Lots of 0.25-0.5 acres

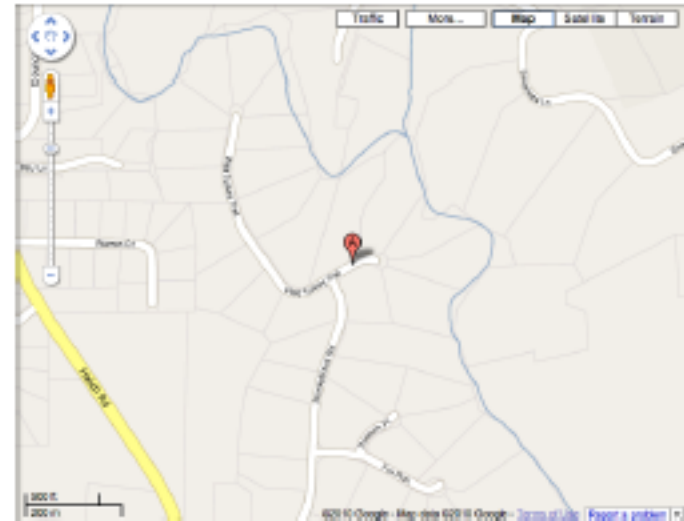


Activity	Restricted	Conditions/requirements
Clotheslines	√	Screened from street view
Driveway materials	√	Stone, asphalt, black concrete
Livestock	√	By approval
Noxious offensive activity/nuisances	√	
Water tanks, above ground	√	Screened, appropriate materials

Stoneybrook

Neighborhood Description

- Moderately priced community
- Riding trails and facilities for horses, as well as walking paths
- Large lots within city school district

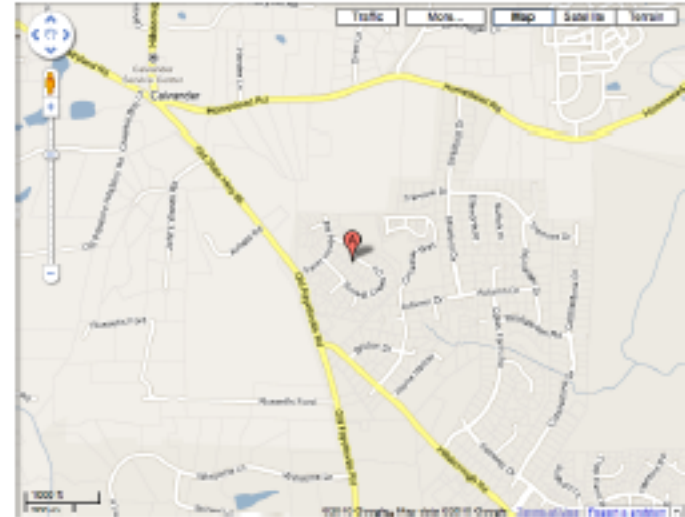


Activity	Restricted	Conditions/requirements
Fences and modifications	✓	Review and approval
House size	✓	Minimum 1500 ft ²
Livestock & poultry	✓	Horses on a few designated lots
Temporary structures	✓	

Sunset Creek

Neighborhood Description

- Family-oriented
- 68 Homes
- Walking distance to McDougle elementary and middle schools

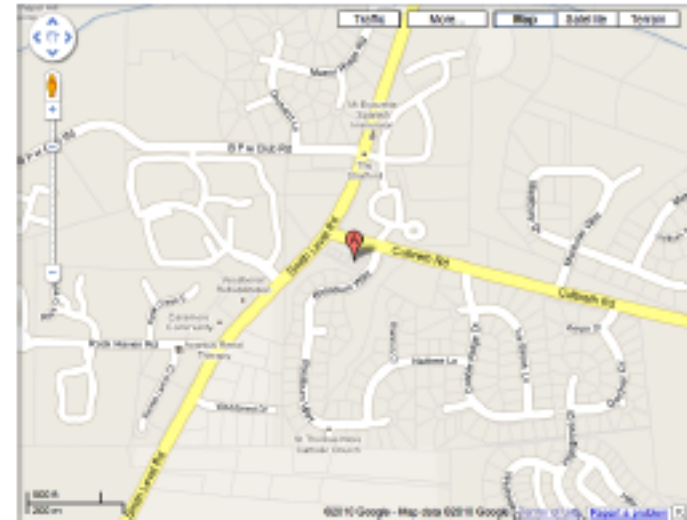


Activity	Restricted	Conditions/requirements
Compost	✓	“Stored materials” enclosed
Obnoxious offensive activity/nuisances	✓	
Solar collectors	✓	Approval required
Tanks and storage receptacles	✓	Approval required

Teal Place

Neighborhood Description:

- Near Carrboro High School
- Average home price: \$200,000
- 1.25 miles south of downtown

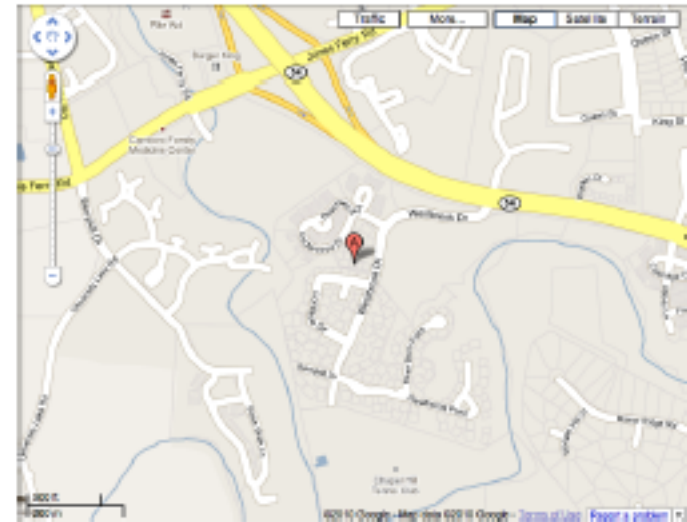


Activity	Restricted	Conditions/requirements
Offensive activity/nuisances	✓	
Fences, walls, modifications	✓	Review and approval
Non-household animals	✓	

Tennis Club Estates

Neighborhood Description

- Located near Chapel Hill Tennis Club
- Mostly affordable starter homes built in mid-1980s

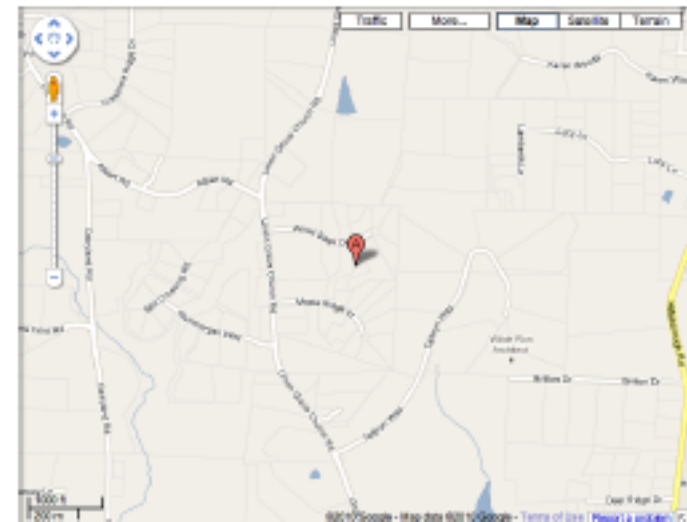


Activity	Restricted	Conditions/requirements
Clotheslines	✓	
Fences, walls, modifications	✓	Review and approval
Livestock & poultry	✓	Approval required
Tanks and rain barrels	✓	Enclosed in approved materials
Temporary buildings		

Tupelo Ridge Subdivision

Neighborhood Description

- Located NW of Chapel Hill
- New custom home on wooded lots of 2 or more acres
- Average home price: \$525,030

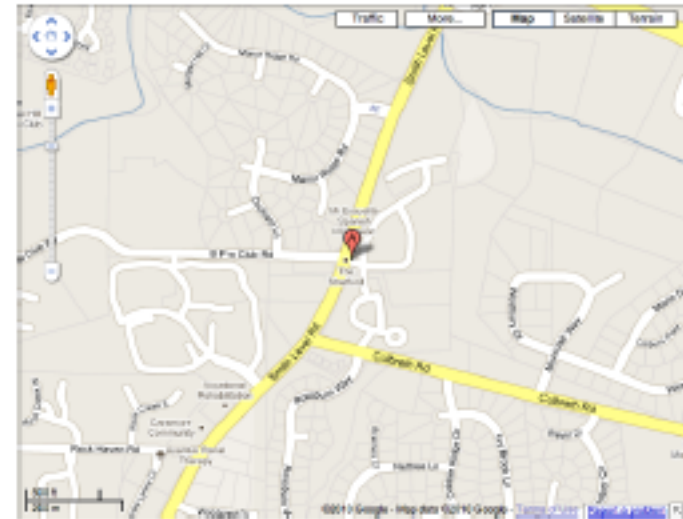


Activity	Restricted	Conditions/requirements
Compost	√	"Stored materials" enclosed
Fences, wall, modifications	√	Review and approval
House size	√	Minimum 1800 ft ²
Livestock or poultry	√	
Noxious offensive activity/nuisances	√	

University Commons

Neighborhood Description:

- 72 four-bedroom condos built in the late-1990s
- Popular among students
- Average selling price (2006): \$141,875

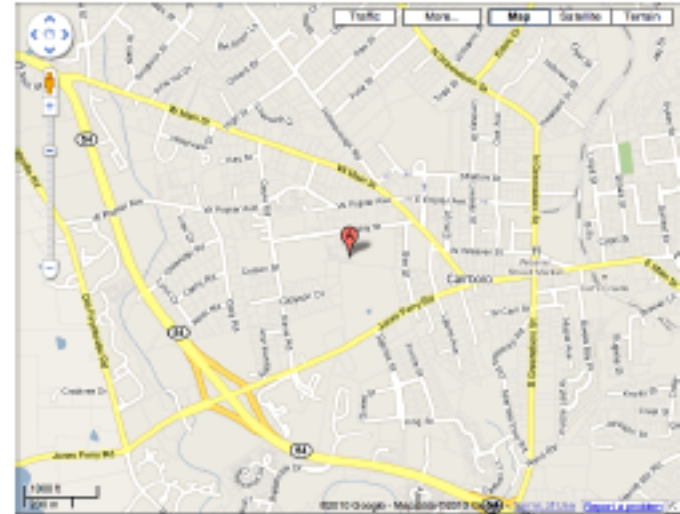


Activity	Restricted	Conditions/requirements
Animals—pets or livestock	✓	Animals of all kinds prohibited
Noxious offensive activity/nuisances	✓	

Village Square Townhomes

Neighborhood Description

- 36-unit townhome development
- Located close to Weaver St. and the Farmers Market

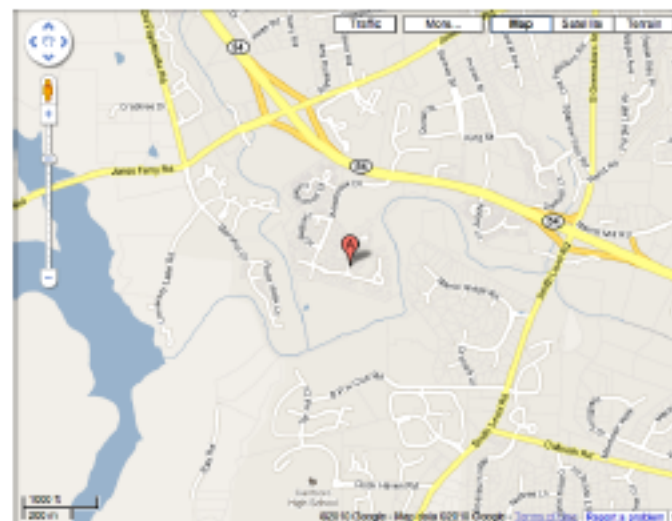


Activity	Restricted	Conditions/requirements
Clotheslines	✓	Screened from street view
Fences, walls, modifications		Review and approval
Livestock	✓	Approval required
Noxious offensive activity/nuisances		
Water tanks, above ground	✓	Enclosed; compatible materials

Weatherhill Pointe

Neighborhood Description

- Average home price: \$278,333
- 1500 to 2500 ft² homes
- Built between 1990 and 1999

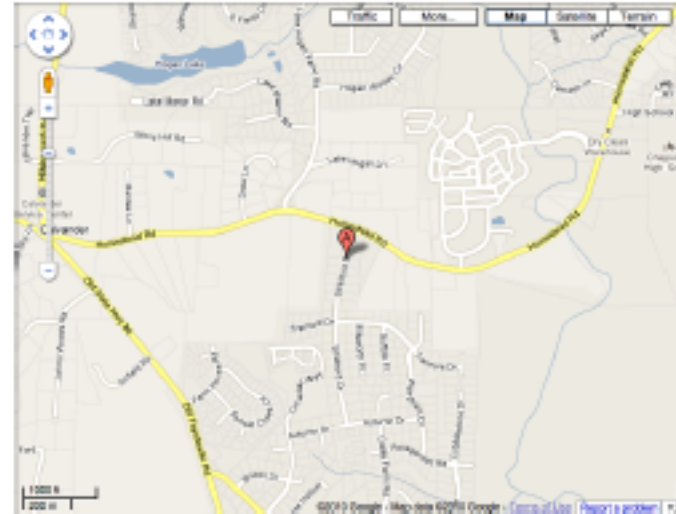


Activity	Restricted	Conditions/requirements
Clotheslines	√	
Compost	√	No unsightly unkempt conditions
Fences, walls, modifications	√	Review and approval
Livestock & poultry	√	

Wexford

Neighborhood Description

- Custom homes on 0.5 acre lots
- Pool, clubhouse, tennis courts included in HOA dues
- New, high-priced homes still being built

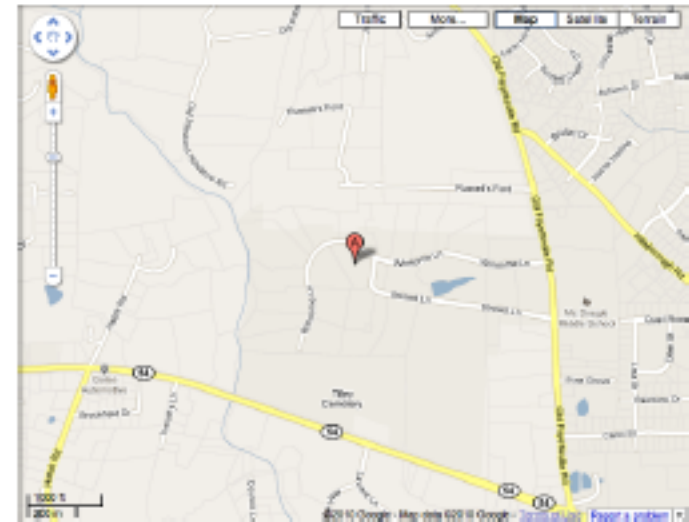


Activity	Restricted	Conditions/requirements
Compost	√	No unkempt substances stored
Driveways	√	Approved materials only
Fences, walls, modifications	√	Review and approval
House size	√	Minimum 2000 ft ²
Non-household animals	√	

Winsome Lane

Neighborhood Description

- Situated within walking distance of McDougle elementary and middle schools
- Space available for gardening



Activity	Restricted	Conditions/requirements
Clotheslines	✓	Screened from street/neighbors
Fuel Tanks	✓	Approval required
House size	✓	Minimum 1800 ft ²
Livestock, pets		Allowed (may not roam)
Manure, stored materials	✓	Enclosed
Solar collectors	✓	Approval required

Select covenants--for illustrative purposes only

605 W. Main Condos

Article VII: Restrictions on Use

- VII-IV Garbage
 - Trash, garbage, and other waste shall be kept in sanitary containers within each Unit, or deposited in the common trash receptacles located on the Property. No trash or garbage shall be kept or stored on any balcony.
- VII-VIII Animals
 - No animals, livestock, or poultry of any kind shall be kept or maintained on the Property or in any Unit, except for that small common household pets may be kept or maintained in each Residential Unit, provided they are not kept or maintained for commercial purposes. No pet shall be permitted upon the Common Elements unless carried or leashed by a person that can control the pet. All pets shall be controlled as to not create a nuisance or unreasonable disturbance on the Property...
- VII-IX Utilities
 - Total electrical usage in any Unit shall not exceed the capacity of the circuits of that Unit as labeled on the circuit breaker boxes, and no electrical device causing overloading of the standard circuits may be used in any Unit without permission of the Association.
- VII-XII Architectural Control
 - No building, landscaping, fence, wall or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to either the Unit or the Common Elements be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography of the Association.
- VII-XVII Balconies
 - The balconies...shall not be used for overnight storage of garbage or for the drying of laundry. In particular, towels or banners shall not be hung on the balcony railings, and any dead plants shall be removed promptly.

Article XIV: Amendments

- Need vote of 67% of the residents and not less than 51% of the Mortgagees, cast in person or by proxy at a meeting.

Bel Arbor

Section II: Land Use and Building Restrictions

- (a) No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling. No duplex, mobile, or modular home may be erected or permitted to remain upon any Lot. A private garage and outbuildings as herein expressly permitted are permitted. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot.
- (e) No mobile home, trailer, camper, tent, or temporary house, temporary garage, or other temporary outbuilding shall be placed or erected on any Lot, provided, however, the Declarant may maintain a temporary office and temporary storage and construction buildings.
- (g) Fences must be erected and maintained upon any Lot only in accordance with the provisions of these covenants, conditions, and restrictions. There shall be no chain link or vinyl class chain link, chicken wire, welded wire, or similar wire fences erected on any lot.
- (h) All dwelling and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality, and appearance,

and all construction shall be performed in good and workmanlike manner and quality. The exterior of all dwellings and permitted structures shall be either natural wood, aluminum, vinyl, stone, or brick. The covering for all roofs shall be composite shingles. No used structures shall be relocated or placed on any Lot and no structures shall have an exterior constructed of concrete blocks, asbestos, or asphalt siding. Any permitted outbuildings shall be of the same material, quality, general appearance, and workmanship as the dwelling on the Lot. All dwellings or additions to dwellings shall have gutters, downspouts, roof style and roof pitch which are consistent with and harmonious with the other structures on the Property. The requirements of the Board of Directors or its designated committee shall control all improvements to any Lot as is therein specified. All driveways or parking areas serving any dwelling on a Lot shall be paved or covered with concrete, asphalt, or masonry pavers.

- (i) All Lot, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. No trash, ashes, garbage, or other refuse shall be dumped or store or accumulated on any Lot or other area of the Property.
- (m) All outdoor receptacles for ashes, trash, rubbish or garbage shall be kept in areas designated and approved by Declarantor the Board for roll out carts or other such facilities. All bins, cans, carts, or containers for trash, rubbish, garbage, or recycled materials which are placed on or near the street for collection shall be left in such areas for no more than 24 hours and then replaced in the designated areas for the same.
- (n) All outdoor poles, clotheslines, and similar equipment shall be screened or so placed as not to be visible to the occupants of other Lots or the users of any street or recreation area.
- (t) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other household pets....

Amendment Process

- *2/3 of the vote of the Class A members and also 2/3 of the Class B members.

Berry Hill

Article V: Architectural Control

- No building, wall, fence, swimming pool, or other improvement shall be commenced, erected, or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, kind, shape, height, materials and location of the same hall have been approved... as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Board of Directors of the Association....

Article X: Durations and Amendments

- Can be amended at any time with 2/3 of the vote of the members. The Board can also make amendments.

Bolin Forest II

Section Unknown:

- No lot may be stripped of its topsoil and trees or permitted to go to waste by being excavated, neglected or having trash or refuse thrown, dropped, or dumped on it.
- Each lot owner shall maintain and preserve his lot in a clean, orderly and attractive manner within the spirit of the development. lot owners shall be responsible for maintaining the portion of the street right of way between their lot and the pavement of the street. Maintenance and

preservation of a lot shall include, for example, the trimming of shrubs and the mowing of grass. Should a lot owner fail to maintain the grassed area of the road right-of-way adjoining his lot, the association may have it so maintained and charge the owner for reasonable expense of so doing. Such charges shall be an assessment of the lot and if unpaid shall result in a lien...

- In no event shall any solar panel or collector be installed in any dwelling on any lot on the side of the structure facing the street unless such installation shall be “non-visible” from said street.

Section III: Quiet Enjoyment

- Household pets such as dogs, cats, fish in an aquarium or birds in a cage may be kept within the premises, provided that the same are not bred for commercial purposes and provided that the same are not allowed to roam free and unattended outside the premises. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that this shall not be construed to prohibit temporary deposits of trash, rubbish, and other such for pickup by governmental or other similar garbage/trash removal surfaces.

Section V: Use of Common Area

- No planting or gardening shall be done upon or in any Common Area except as authorized by the Board of Directors of the Association.

Section VI: Items to be Approved by HOA

- Without the prior approval of the HOA as to location, style, type, size and composition, no antennae, aerials, pole towers, solar collectors or similar structures, no fuel tanks or any similar type of storage receptacle, no mailboxes or newspaper containers, and no temporary structures such as sheds, mobile homes, or trailers or tents may be placed upon any lot or the common area.

Section VIII: Screening

- Personal property such as boats, travel trailers, clotheslines, pet runs, or pet enclosures and the like of all garbage cans and trash shall be discreetly screened from a view from the street or any adjoining Lot.

Section XIII: Amendments

- Can be amended after special meeting of the members by a vote of a majority of the quorum of members present in person or by proxy.

Camden Place II

Article V - Architectural Control

- Section I. - Approval of Plans and Architectural Committee
 - No building, fence, wall or other structure or improvement of any nature whatsoever including driveways and driveway locations, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color, location, and physical site of the same shall have been submitted to and approved in writing.
- Section II. - Roofs and Foundations
 - Any dwelling or structure, whether attached or detached from the main dwelling, shall use GAF Woodline or comparable shingles on its roof. The foundation of all structure located upon any Lot shall be constructed of brick.
- Section III. - Fences
 - All fences placed or erected upon any Lot shall be wooden picket fences. No fence shall be erected between and dwelling and the street right of way.

- Section IV. Outbuildings
 - No metal buildings shall be erected or permitted to remain on any Lot.

Article VI - Use and Maintenance Restrictions

- Section II - Dwelling size
 - The minimum size for any dwelling constructed on any Lot shall be 2800 square feet of heated floor space. Each dwelling shall include a garage large enough to accommodate two automobiles.
- Section III - Setback Requirements
 - No structure shall be placed or constructed on any Lot closer to the front, side or rear lot lines than permitted by the applicable zoning regulations. No unattached outbuildings, sheds, garages, satellite dishes or other structures incidental to the main dwelling shall be located closer to the front of the Lot than the dwelling is located.
- Section VI - Clotheslines
 - No noxious or offensive or illegal activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- Section VIII - Animals
 - No horses, swine, cattle, poultry or animals of any kind shall be kept or maintained on any Lot or in any dwelling except domesticated household pets which shall include dogs and cats.

Article IX - General Provisions

- Section IV - Duration and Amendment
 - The covenants and restrictions contained in this Declaration shall run with and bind the land, for a term of twenty (25) years* from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a recorded instrument signed by the Owners of not less than three-quarters of the Lots.

Canterbury Townhomes

(http://cthoa.org/GovDocs/CTHOA_Declarations_w-admendments.pdf)

Article IV - Covenant for Maintenance Assessments

- Section I - Required Approval
 - No building, fence, wall or other structure or improvement of any nature whatsoever including driveways and driveway locations, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color, location, and physical site of the same shall have been submitted to and approved in writing.
- Section II - Exterior Maintenance
 - Any owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain the fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its maintenance duties as to the residential structure located on a Lot, the remaining yard spaces, or the Common Areas. No such maintenance by an Owner shall reduce the Assessment payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his

yard in a neat and orderly manner, the Association may revoke the Owner, maintenance rights or a period not to exceed one year and the Association shall perform maintenance during the revocation period.

Article VIII - Use Restrictions

- Section II - Use of Properties
 - Outside clotheslines shall not be permitted upon any Lot at locations where they can be viewed from any street.
 - (d) No exposed above-ground tanks will be permitted for the storage of fuel or water of any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and locale with the previously constructed residential structure. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.
- Section III - Hobbies and Activities
 - The pursuit of hobbies or other activities, including specifically, without the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of any Lot at locations where they can be viewed from any street or from any Lot or upon any portion of the Common Area.
- Section V - Animals and Pets
 - No stable, poultry house or yard or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature of classification whatsoever be kept or maintained on any Lot without the express written permission of the Association first had and obtained. However, a reasonable number of household pets as determined by the Board of Directors of the Association shall not be permitted, provided they are not raised for commercial purposes.
- Section VI - Prohibited Activities
 - Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot, which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Each Owner shall keep and maintain his Lot in a neat, orderly and well-kept manner.

Article IX - General Provisions

- Section III - Amendment
 - The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after this time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument approved by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument approved by not less than seventy-five percent (75%) of the Lot owners.

Carr Court

Section XI: Architectural Control and Use Restrictions

- XI-III Structures
 - No structures of temporary character, manufactured home, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of the property at any time as a residence, either temporarily or permanently.
- XI-VI Animals
 - No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Lots, except that a reasonable number of

domesticated household pets may be kept, provided they are not maintained for commercial purposes.

- XI-VII Screening
 - All equipment, serviced yards, woodpiles, or storage piles shall be kept screened by adequate improvements so as to screen them from view from the street and adjoining Lots. All garbage, trash, or rubbish shall be regularly removed from the Lot and shall not be allowed to unreasonably accumulate.
- XI-XI Tanks
 - Other than hot tubs or similar devices approved by the Architectural Committee, no above or belowground tanks or pools will be permitted for storage of fuel or water or any other substance. The installation of such tanks shall be subject to reasonable screening requirements established by the Architectural Committee.

Amendments

- All of the above must be amended with 75% vote of the owners and then approved by the Association's Board.

Cates Farm

Article IV: Property Rights

- Section VI:
 - No Owner or other person shall, without the prior written consent of the Association:
 - 1) Remove any trees or vegetation within the Private open space:
 - 2) Erect gates, fences of other structures
 - 3) Place any garbage receptacles on or in the private open space
 - 4) Plant vegetation or otherwise restrict or interfere with the use, maintenance and preservation of the Private Open Space.

Article VI: Architectural control

- No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall a building permit for such improvement or change be made, nor shall any major landscaping or relandscaping of any Lot be commenced or made unless approved by the Declarant.

Cedar Court

Rules and Regulations (Section Title)

Article I.

- Section I-IV: Unit Owners shall not cause or permit anything other than blinds, curtains, conventional draperies and curtains, holiday decorations, and decorative flags and hanging plants to be visible from or hung, displayed, or exposed at or on the outside of windows or outside of Units or in any of the Common Element areas without the prior consent of the Board of Directors or such committee established by the Board of Directors having jurisdiction over such matters, if any.
- Section III-III:
 - No animals, birds or reptiles of any kind shall be raised, bred or kept on the common area property. Pets may not be kept, bred or maintained for any commercial purposes.

Cheswick

Article Unknown

- Section III:
 - Single family residence
- Section IV:
 - No residential structure which has an area of less than 1000 square feet of enclosed contiguous living area, which shall be exclusive of porches, decks and garage, shall be erected or placed on any building site. No detached garages, storage buildings, child playhouses and pet houses shall be erected, place or altered upon any of the lots above designated until the building plans have been approved in writing...
- Section VII:
 - No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- Section IX:
 - No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, bred or maintained for any commercial purpose, and are properly confined and maintained so as not to constitute a nuisance, danger or unreasonable annoyance to others in development.
- Section X:
 - All rubbish, trash, garbage or other waste shall be kept in sanitary containers screened from public view.
- Section XI:
 - All personal property, including, but not limited to boats, recreational vehicles, travel trailers, clotheslines, dish antennae shall be discreetly screened or unobtrusively located on the homesite in a manner to conceal them from view. Said shielding to be approved in writing by the Architectural Committee.
- Section XV:
 - Any tanks for use in connection with any residence constructed on such premises, including tanks for storage of fuels must be buried or walled sufficiently to conceal them from view from neighboring lots, roads or streets.

Claremont

Article VI: Architectural Control

- Section I: Plans and Specification Review
 - No building, outbuilding, fence, wall, porch, deck, patio, or other structure of any kind including without limitation skateboard ramps, swing sets and play structures, satellite dish or antenna, landscaping, or tree removal shall be commenced, erected, or maintained upon any of the Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, schedule or exterior color, finish, roofing, changes in topography, roof drainage, area drainage and/or elevation, landscaping, tree disturbance or removal and locations of the same shall have been submitted to and approval in writing by the Declarant, or its successors and/or assigns, as to harmony of external design and location in relation to surrounding structures, topography, and appearance, all as provided in Section 2 hereunder.

- Section III: Right to Inspect
 - The Design Review committee or its agents shall have the right to inspect all construction and/or land disturbance to ensure that such work is performed in accordance with the approved application, and the Review Committee shall have the right to bring an action to enjoin any activity taken in violation of this Article or the approved application.

Article IX: Use Restrictions

- Section I: Use of property
 - No Lot shall be used except for single-family residential purposes.
 - a) Except for the dwellings contained in duplexes or townhouses, o houses built on the affordable lots, all single family residences shall be two stories and shall consist of at least two thousand square feet of heated space. Porches, breezeways, steps and garages shall not be included in the square footage calculations. Dwelling units contained in duplexes or townhouses shall contain at least one thousand square feet of heated space.
 - d) No buildings or other structures of any kind, other than the crossing of a sidewalk or entrance driveway, shall be allowed in the set back areas.
 - h) At no time shall any Lot or parcel be stripped of its topsoil and trees, or allowed to be erode by being excavated or neglected.
 - Each owner shall maintain and preserve his or her lot in a clean, orderly, and attractive condition. Maintenance and preservation of the Lat shall included, for example, the trimming of shrubs, the mowing of grass, landscaping, and the removal of trash, leaves, debris and fallen trees or limbs.
 - k) Driveway and parking area shall be constructed of asphalt, concrete or other equivalent material.
 - p) No noxious or offensive activity shall be conducted upon any Lot or the Common Area, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to neighborhood or to the occupants of any adjoining Lots.
 - q) No animals other than a limited number of ordinary household pets such as dogs, cats, birds, fish and hamsters shall be kept or allowed to remain on any Lot, for any purpose.
 - t) No clotheslines except for umbrella clotheslines shall be allowed or maintained on any Lot or in the common Area.
 - v) Solar panels and/or collectors shall not be installed or constructed on the side of any structure constructed on a Lot that faces any street or installed or constructed anywhere on such structure if such solar panels and/or collectors are visible from any street in the subdivision.
 - w) no signs unless for sale or for rent signs.
 - y) no heating or air conditioning systems (including window units), Jacuzzi, backup generation system or other substantial mechanical equipment shall be installed on or placed on any Lot without approval of Declarant.

Cobblestone

Article V: Architectural control

- No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location by the Board of Directors.

Forest Court

Article V: Architectural Control

- No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing

Article VIII: Exterior Maintenance

- Section I:
 - The association shall provide exterior maintenance upon each Lot which is subject to easement hereunder, as follows: paint and / or stain, grass mowing, leaf raking, sidewalk snow removal, repair, replace and care of roofs, gutters, downspouts, and all original exterior improvements, excluding glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association and its duly authorized agents the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as herein provided.
- Section II:
 - The Owner of any Lot may, at his election, plant harmonious trees, shrubs, flowers, and grass in the Lot's yard space; provided, however, that such plantings and voluntary Owner maintenance does not hinder the Association from performing its maintenance of the exterior of the townhouse, the Common Area, and the remaining yard space.

Article X: Use Restrictions

- Section I: Rules and Regulations
 - The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Area
- Section IV: Quite Enjoyment
 - No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure.
- Section VI: Use of Common Area
 - No planting or gardening shall be done upon or in any Common Area except as authorized by the Board of Directors of the Association.

Fox Meadow

Article IX: Animals

- No animals other than domestic dogs and cats shall be kept and maintained on the lots of their owners.
- No more than two domestic animals, including dogs and cats, shall be kept or maintained on any one lot at any time.

Article VI: Residences

- There shall not be erected on any lot more than one residence.
- There shall not be erected on any lot more than one outbuilding, which outbuilding shall not be located between any residence and the said

road upon which such residence is located and no such outbuilding shall contain more than half the floor area of the residence.

- The exterior of all buildings shall be kept neatly maintained, all lawn areas shall be kept neatly mowed and landscaped, no garbage containers shall be used except closed containers, and no garbage or containers of garbage shall be visible from the road or adjoining lots.
- Any residence erected upon any lot upon this property shall include no less than 1,400 square feet of living space

Heritage Hills

Article I:

- No lot shall be used except for residential purposes. No building shall be erected, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories and an attic in height and a private garage for not more than two cars, which may include quarters for servants.

Article II:

- No dwelling shall be erected or allowed to remain on said property having a ground area of the main structure, exclusive of one-story open porches and garage, of less than 1,200 square feet.

Article III:

- Said property shall not be used for business, manufacturing, or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on said property for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on said property for any purpose, nor shall anything be done on said property which is a nuisance or an annoyance to the community in which said property is located.

Article VIII:

- No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuildings erected on said property shall be used as a residence either temporarily or permanently.

Article IX:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Highland Meadows

Article II: Single-family and new construction requirements

- Each lot above described shall constitute a single residential building site and shall be used for single-family residential purposes only.

Article IV: Size and setback requirements/waivers

- No residential building less than 2,000 square feet of heated living area, exclusive of porches, carports, decks, or other out structures, shall be placed on any lot.

Article V: Driveways, mailboxes, and culverts

- All driveways constructed to serve a Highland Meadows lot must be constructed of concrete or asphalt.

Article VI: Roof and gutters

- Any dwelling or structure, whether attached or detached from the main dwelling, shall use a dimensional shingle.

Article XI: Fences

- Only decorative wood fencing not exceeding 36 inches in height shall be maintained, constructed, or permitted in the front setback area of any lot, provided that developer must approve the design and location of the fence prior to installation.

Article XIV: Animal and pet restrictions

- No horses, poultry, fowl, swine, cattle or other animals, with the exception of the usual domesticated house pets, shall be maintained or kept upon any lot.

Article 16: Term

- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for 25 years from the date of recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of five years, unless by vote or a majority of lot owners, each lot having one vote, it is agreed to change said covenants in whole or in part or to terminate them.

Highlands North

Article VI: Architectural Control

- No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location by the Board of Directors.

Article IV: Easement

- Section I. ...Satellite dishes not to exceed 18 inches in diameter shall be permitted, provided that the location of such a satellite dish shall be in the rear or behind the house...

Article X: Use Restriction

- Section IV: Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood. No trash, rubbish, stored materials or other unsightly items shall be allowed to remain on any Lot outside an enclosed structure...
- Section VI: Items to be Approved by Association. Without prior approval of the Board of Directors as to location, style, type, size and composition...no solar collectors or similar structures, no fuel tanks or any similar type of storage receptacle...
- Section VII: No structure less than eighteen hundred (1800) square feet of heated living space for a one story structure nor less than two thousand (2000) square feet of heated living space shall be permitted to be built upon any Lot in Highlands North.

Article XII: General Provisions

- Section III: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for excessive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot owners.

Hillmont Condos

Article VI: Operation of the Property

- Section XI: Use Restrictions
 - (a) No noxious or offensive activity shall be carried on...which may be or become an annoyance or nuisance.

Hillmont Declaration of Unit Ownership under the Provisions of Chapter 47A of the General Statutes of North Carolina, and of Covenants, Conditions, and Restrictions:

- Section XVI: Restrictions
 - (a) It shall be the responsibility of each unit owner and the Board of Directors to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such property which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.
 - (b) No noxious or offensive activity shall be carried on in or upon any unit, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood or to other unit owners. There shall not be maintained in or upon any unit any plants, poultry, or animals, other than household pets...or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant...”

Lake Hogan Farms

Article I: Covenants, Restrictions, and Affirmative Obligations Applicable to All Properties in Lake Hogan Farms

- Section III:
 - Each Owner shall provide space for the parking of automobiles off of public streets prior to the occupancy of any building or structure...All driveways shall be paved...
- Section V:
 - It shall be the responsibility of every Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Lake Hogan Farms, the neighborhood as a whole, or the specific area. The company and its agent(s) shall have the right to enter upon any Property for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the property, and the cost of such corrective action shall be paid by the Owner.
- Section VII:
 - No animals, livestock or poultry of any kind shall be kept or maintained on the Properties except that dogs, cats or other household pets may be maintained provided that they are not kept or maintained for commercial purposes, and provided that such pet(s) shall at all times be under the control of its owner.
- Section X:
 - No building, buildings or any portion of a building shall be converted to a condominium or cooperative form of Ownership within the Properties without the prior written consent of the Company...

Article II: Additional Restrictions to Implement Effective Environmental and Land Management Controls

- Section I:
 - Topographic and vegetation characteristics...shall not be altered...without the prior written approval of the Company...
- Section IV:
 - The company and its agent(s) have the right to enter upon any Property for the purpose of mowing, removing, clearing, cutting, or pruning of underbrush, weeds, or other unsightly growth which...detracts from the overall beauty, setting, and safety of Lake Hogan Farms. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner...
- Section V:
 - The company reserves...a perpetual, alienable and releasable easement and right on, over and under any Property to dispense pesticides and take other actions which, in the opinion of the Company, are necessary or desirable to control insects and vermin.

Article III: Additional Restrictions Affecting Open Space Areas

- Section X:
 - No dumping of trash, garbage, sewage, sawdust, or any other unsightly or offensive material shall be placed upon any Open Space or Community Open Space...

Article IV: Additional Restrictions Affecting Residential Properties

- Section IX:
 - (a) Each Residential Property Owner shall screen garbage receptacles, fuel tanks or similar storage receptacles, clotheslines and other unsightly objects in order to conceal them from view from the road and adjacent Properties.

Article V: Additions, Limitations, Duration and Violation of Covenants Together with Afterword

- Section II:
 - ...Any such Amendment shall be deemed approved if two-thirds (2/3) of the votes (as determined in subparagraph (1)(c), Part V hereinabove) cast at such a meeting vote in favor of such Amendment...

Mulberry St Condos

Section XVII:

- It shall be the responsibility of each unit owner and the Board of Directors to prevent the development of any unclean, unsightly or unkempt conditions for the building(s) or grounds on such property, which shall tend to decrease the beauty of the Condominium as a whole or the specific area.
- No noxious or offensive activity shall be carried on, in or upon any unit, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the Condominium or to other unit owners. There shall not be maintained in or upon any unit any plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy enjoyment of other property in the Condominium by the other unit owners thereof. No one shall interfere with or otherwise restrict the free right of passage of the owners, their agents, servants, tenants guests or employees over driveways or passageways leading to their respective units or to the parking areas.
- Garbage and trash shall be disposed of only in areas specifically designated for that purpose.
- No structure of a temporary character shall be placed upon the property at any time.

Pacifica

Article III: Land Use Restrictions

- III-II Restrictions: Each Building, Dwelling, Lot and Unit, the Common Area, Condominium Common Area and the Limited Common Area shall be subject to the restrictions contained in this Master Declaration and any applicable Supplementary Declaration and to any and all restrictions set forth in the bylaws of the Master Association and/or in the bylaws of the appropriate Sub-Association, including without limitation, the following restrictions:
 - (a) Nuisances/Prohibited Activities: No noxious or offensive activity shall be carried on, in or upon any Unit, Lot, Common Area, or Limited Common Area nor shall anything be done therein tending to cause discomfort, annoyance, or nuisance to the other Owners. There shall not be maintained in or upon any Unit or Lot any plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property within Pacifica by the other Owners thereof.
 - (c) Clotheslines: Owners shall consult with neighbors and the Association in the placement of outside clotheslines to minimize the conflict that may arise with this issue.
 - (f) Solid Waste: Garbage, trash and recyclable materials shall be disposed of or deposited only in areas specifically designated for those purposes.
 - (s) Animals and Pets: Household pets shall be welcomed into the community and may be kept and maintained on or in any Lot or Unit, provided that such pets shall at all times be under the control of their owner. All Owners, guests and tenants shall be bound by the Animal Control Ordinance of the Town of Carrboro. Owners, and tenants shall also be bound by any pet control guidelines that may be established by the Association or appropriate Sub-Association, which may be stricter than the Town of Carrboro Ordinance.
 - (u) Environmental Control: In order to avoid placing hazardous or toxic substances under Dwelling and Buildings and in the ground, the application of persistent herbicides or pesticides is prohibited upon or within any Unit, Lot, Dwelling, Common Area, or Limited Common Area.
 - (1) Pesticides may be used as necessary for treatment of termites and other wood destroying insects. In that case, only local treatment, and not general foundation treatment is recommended unless such general foundation treatment is required by stat or local building codes.
 - (2) Any other application or use of pesticides or herbicides in or upon any Building, Dwelling, Unit, Lot, Limited Common Area or Common Area shall be done in accordance with the provisions set forth in the Open Space Management Plan.
 - (aa) Approval of Plans and Architectural Committee: No outbuilding, fence, wall or other structure or improvement of any nature whatsoever shall be commenced, erected, or maintained upon or within an Lot, Unit, Limited Common Area or Common Area, nor shall any exterior addition to or change or alteration therein be made thereto, including expansions of the initial Building or Dwelling or a material change in the exterior color of the Building or Dwelling, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures.
 - (bb) Interference with Solar Access: Neither the Association nor any Lot or Unit Owner shall construct any structure or plant any tree which will affect the direct southerly solar access of any Unit or Lot.

Quarter Path Terrace

(http://www.qpt-hoa.org/QPT_Public_Site/Community_interest.html)

Article VI - Architectural and Appearance Control

- Section I. Required Approval
 - (d) No fences shall be allowed on any Lot. Other than the foregoing, no building, wall or other structure shall be commenced, enacted or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including expansions of the initial residential structure constructed until the plans and specifications have been approved,
- Section V. Driveways.
 - All driveways shall be constructed of stone or shall be paved with asphalt or concrete.

Article VII: Use Restrictions

- Section II - Use of Properties.
 - Outside clotheslines shall not be permitted upon any Lot.
 - No exposed aboveground tanks will be permitted for the storage of fuel or water or any other substance.
- Section II - Hobbies and Activities
 - The pursuit of hobbies or other activities, including specifically, without the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of any Lot at locations where they can be viewed from any street or from any Lot or upon any portion of the Common Area.
- Section III - Animals and Pets
 - No stable, poultry house or yard or other similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any Lot without the express written permission of the Association first had and obtained. However, a reasonable number of household pets as determined by the Board of Directors of the Association shall be permitted, provided they are not raised for commercial purposes.
- Section IV. Prohibited Activities
 - Noxious, offensive or loud activities shall not be carried on upon any Lot. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Each Owner shall keep and maintain his Lot in a neat, orderly and well-kept manner.
- Section V. Environmental Control
 - The use of persistent herbicides or pesticides shall be prohibited upon any Lot or Common area except as may be necessary as treatment for termites and other wood destroying insects.

Article VIII - General Provisions

- Section III – Amendment
 - The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically be tended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument approved by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument a proved by not less than seventy-five percent (75%) of the Lot Owners.

Spring Valley

Article VI: Architecture and Appearance Control

- Section I: Required Approval
 - Roofs and other exterior surfaces may be repaired or altered so long as the roof pitch and any exterior material used are the same as those that existed originally.
 - Fences and carports may be built in accordance with the design options offered by the Declarant or by Structure Plus, Incorporated
- Section V: Driveways
 - All driveways shall be constructed of stone or shall be paved with asphalt or black concrete

Article IX: Use Restrictions

- Section II: Use of Properties
 - Outside clotheslines shall not be permitted upon any lot at locations where they can be viewed from any street.
 - No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance
- Section IV: Animals and Pets
 - No stable, poultry house, or yard or any similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot without the express written permission of the Association first had and obtained.

Article X: General Provisions

- Section III: Amendment
 - The covenants, conditions, and restrictions of this declaration shall run with and bind the land, for a term of 20 years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be ended during the first 20 years by an instrument approved by not less than 90% of the lot owners, and thereafter by an instrument approved by not less than 75% of the Lot Owners. Any amendment must be recorded.

Stone Creek Homeowners Association, Inc.

Article IX

- The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members...

Article X – Amendment

- Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

Article X: General Provisions

- Section II
 - No noxious or offensive trade or activity shall be carried on upon any Lot or Living Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- Section VI: Amendment
 - These covenants and restrictions may be amended during the first twenty (20) year time period after the recording of these documents by the vote of at least ninety (90%) percent of each class of members cast in person or by proxy at a meeting duly called

for this purpose...After the expiration of the first twenty (20) year period, such amendments may be by vote of seventy-five (75%) percent of the members...

Stoneybrook

Amendments:

- Bylaws can be amended at a regular or special meeting by getting a majority of a quorum of members present (or by proxy). Must have given 10 days advance written notice for proposed amendment

Article V: Restrictions as to Individual Lots

- No lot shall be used except for residential purposes, meaning no other buildings apart from the house. This would preclude any sort of greenhouse or hoop houses for winter gardening, no structure of a temporary character (shack/shed).
- No temporary structures, including sheds and barns
- No animals, livestock, or poultry
- Any proposed improvements must be submitted with plans to developers and be approved

Article VIII: Amendment

- Only 1 paragraph - Covenant can be amended by an instrument signed by at least 75% of the lot owners

Sunset Creek

Article Eight: Use Restriction

- Section II: Use of Property
 - No portion of the Property shall be used except for residential purposes. “Single-family residential” purposes may include “light-housekeeping” attached apartments containing no more than one bedroom.
- Section IV: Quiet Enjoyment
 - No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or become a nuisance or annoyance in the neighborhood.
- Section 6: Use of Common Areas
 - No planting or gardening shall be done upon or in any Open Space or Common Area lands except as done by Declarant or as authorized by the Board of Directors of the Association.
- Section VII: Items to be Approved by Association
 - Without the prior approval of Declarant or the Board of Directors of the Association as to location, style, type, size and composition, no aerials, pole towers, solar collectors or similar structures, no fuel tanks or any similar type of storage receptacle, no mailbox replacements or newspaper containers and no temporary structures such as shed, mobile homes, trailers or tents may be placed on any Lot or upon the Open Space or Common Area lands.
- Section III: Amendment

- The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in Orange County.
 - (a) Any “material” change to the Declaration or Bylaws will require the written consent of at least fifty-one (51%) percent of the mortgagees who hold a first mortgage lien on a unit.

Teal Place Townhouses

Article IV: Restrictive Covenants

- Section IV: Alterations and Attachments by Unit Owner
 - No Unit Owner shall make structural alterations or external esthetic modification to a unit...without the written approval of the Board of Officers. The Board of Officers shall not approve any alterations, decorations, or modifications which in said Board’s sole opinion will or may jeopardize or impair the soundness, safety, appearance or value of the Townhouse Property...
- Section VIII: Animals
 - No animal shall be kept in or on the Townhouse Property, except for dogs and small household pets.
- Section XI: Nuisances
 - No nuisances shall be allowed upon the Townhouse Property and no person shall engage in any use, practice, or activity upon the Townhouse Property which is noxious, offensive or a source of annoyance to Unit Owners or which reasonably interferes with the peaceful possession and property use of the Condominium Property...[N]o rubbish, refuse, or garbage shall be allowed to accumulate...

Article VII: Maintenance, Ordinary Repairs, and Alterations to Common Areas

- Section III: Restriction on Unit Owner. No unit owner shall perform or cause to be performed any maintenance, repair or replacement work upon a Unit which disturbs the rights of other Unit Owners...

Article X: Architectural Control

- Approval Required for Changes
 - ...[N]o exterior construction of any nature whatsoever, shall be commenced or maintained on or behalf of any Unit Owner upon any improvement, nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces or facades...nor shall any exterior additions or changes, including...the erection or construction of any fence or wall...unless and until the plans and specifications shown the nature, kind, shape, height, color, and location in relation to the surrounding structures by the Board. The Declarant shall be exempt from the provisions of this Article until ninety percent (90%) of the Units have been sold and conveyed or the date three years following the conveyance of the first Unit by the Declarant, whichever shall occur first.

Article XIII: Amendments

- By Owners
 - This Declaration may be amended by the vote of the Unit Owners owning at least seventy-five (75%) percent of the Percentage Interest...

Tennis Club Estates

Article VI: Architectural Control

- No building, fence, wall, or other structure may be built, nor can any exterior addition, change, or alteration to existing buildings be made, without the approval of the Board of Directors of the Association, or by an Architectural committee composed of 3 representatives appointed by the Board. Board or Committee must address any proposed designs or plans within 30 days, or approval will no longer be required.

Article VII: Individual Landscaping

- Section I: Rear Yard Maintenance:
 - Must keep and maintain rear yard in a neat and orderly manner. May plant “harmonious” trees, shrubs, flowers, and grass
- Section II: Individual Common Area Landscaping:
 - Can maintain and improve portion of Common Area immediately surrounding owner’s lot, provided it is approved by Board or Committee of 3 approved Landscapers.

Article VIII: Multi-Family Lots HOA

- Section I: Applicability of Article:
 - Only lots designated as such by the Town of Carrboro are approved for 2 family use. All other lots are single-family use

Article IX: Use Restrictions

- Section II: Use of Properties:
 - No clotheslines will be permitted
 - No temporary buildings
 - No exposed above-ground tanks for the storage of fuel, water, or any other substance, unless placed in screened in enclosure compatible with existing designs and a foot higher than the tank (this would restrict rain barrels and compost bins)
- Section III: Hobbies and Activities:
 - No unsightly hobbies, such as motor vehicle assembly and disassembly (could include gardening)
- Section IV: Animals and Pets:
 - No stable, poultry house, or similar structure can be constructed
 - No livestock can be kept (restricts chickens, goats)

Article X: General Provisions

- Section 3. Amendment:
 - During first twenty year, document can be amended by instrument signed by 90% of lot owners. After the first 20 years, need 75%

Tupelo Ridge II Subdivision

Article VI: Architectural Control, Maintenance and Use Restrictions

- Section I: Approval of Plans and Architectural Committee
 - No building, fence, wall or other structure or improvement of any nature whatsoever including driveways and driveway locations, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location and physicals site of the same shall have been submitted to and approved in writing as to the design, color and location in relation to surrounding structures and

topography by Declarant.

- Section II: Land Use and Building Type
 - No lot shall be used except for residential purposes only.
 - The minimum house size for a home shall be 1800 square feet measured from the outside of the house of the enclosed heated floor area for a single level house, and shall be 200 square feet measured from the outside of heated floor space for a multi-level house. If the house is multi-level and does not have a double car garage, which is attached to and incorporated in the ground floor, then there shall be a minimum of 1200 square feet of space on the ground floor. All multi-level homes must have a minimum of 1200 square feet of floor space located on the ground floor.
- Section III: Nuisance
 - No noxious or offensive activity shall be conducted up any Lot or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- Section IV: Animals
 - No animals, livestock or poultry or any kind shall be kept or maintained on any Lot or in any dwelling except that household pets which shall include dogs and cats, may be kept or maintained provided they are not kept or maintained for commercial purposes, and proved that such pets shall at all times be under the control of its owner.
- Section VII: Use of Common Areas
 - No structures shall be placed upon any Common Area unless authorized or permitted by the Board of Directors of the Association.
- Section IV: Duration and Amendment
 - The covenants and restrictions of this Declarant shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than two-thirds of the Lots, subject to the rights of the Eligible Mortgage Holders as provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

University Commons Unit Owners Association

Declaration of University Commons Condominium

- Section XII: Restrictions on Use
 - (c) Noxious, offensive or loud activities shall not be conducted within any unit. Each unit owner shall refrain from any use of his or her unit which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other unit owner or occupant.
 - (f) No animals of any kind shall be kept within any unit or on any of the common elements of the condominium.
- Section XVII: General Provisions
 - (c) Amendment or Recission

...this Declaration may be amended or rescinded only by a written instrument executed by the Association and authorized by the affirmative vote of at least two-thirds (2/3) of all units existing at that time, cast in person or by proxy at a meeting duly held in accordance with the bylaws of the Association...

Village Square Townhomes 3
(Covenants found at: <http://www.casnc.com>)

Article VI: Architectural and Appearance Control

- Section I: Required Approval
 - No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, until plans on the nature kind, shape, height, materials, and location has been approved, by the Board of Directors of the Association or architectural committee composed of 3 or more representatives appointed by the board.
- Section II: Exterior Maintenance
 - If fence gets approved by the association, owner may plant trees, shrubs, flowers, and grass in fenced or enclosed portion as he elects and shall maintain the enclosed portion at his own expense
 - No owner can plant vegetation on the common area w/o approval

Article 8: Use Restrictions

- Section II: Use of Property
 - b) No outside clothes lines where they can be viewed from the street
 - d) No exposed above ground tanks for storage of fuel or water (or any other substance) unless kept in a screened enclosure (restrictions about enclose)
- Section V: Animals and Pets
 - No stable, poultry house or yard or other similar structure shall be allowed to remain on any lot or livestock w/o permission

Article IX: General Provisions

- Section III: Amendment
 - The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, for a term of twenty years for the date this Declaration is declared, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first twenty-year period by an instrument approved by not less than 90% of the Lot Owners, and thereafter by an instrument approved by not less than 75% of the Lot Owners. Any amendment must be recorded.

Weatherhill Pointe

Article I: Definitions

- Apron: portion of every lot lying and situated between each exterior lot line and the dwelling structure erected on each lot. Sidewalks and driveways shall be considered part of the Apron. Where Dwelling Units are constructed without garages, the Apron shall include all area between the side lot line and the dwelling structure: however, should the owner later construct a garage or other addition, the Apron shall be displaced and reduced in size by the erection of such garage. In the event the Apron shall include all area between the exterior lot line and the dwelling structure as augmented and extended by the garage or addition.

Article VI: Architectural Control

- Except for the initial residential structure...no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties. No exterior addition to or change or alteration shall be made, including expansions of the initial residential structure constructed

or changes to the original exterior color of the residential structure until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board.

Article VII: Landscaping and Maintenance

- Section I: Apron Maintenance
 - The Apron of each lot will, with the exception of those areas of the Apron covered by any driveway or sidewalk, shall be landscaped and maintained by the Association. No member shall be permitted to store equipment, unstacked firewood, gardening implements, or other unsightly materials or debris on any portion of the Apron
- Section II: Individual Common Area Landscaping
 - If approved by HOA directors, an owner may, at his own expense, landscape, maintain, and improve the portion of the Common Area, as well as the Apron, immediately surrounding his lot. Such landscaping maintenance and improvement shall include, but is not limited to, the planting of harmonious trees, shrubs, flowers, and grass...

Article VIII: Use Restrictions

- Section II: Use of Properties
 - a) Outside clotheslines will not be permitted
 - c) Boats, trailers, campers, tents, or temporary building shall not be permitted on any lot except in areas approved by the Association
- Section III: Hobbies and Activities
 - The pursuit of hobbies or other activities...which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of any lot of Common Area.
- Section IV: Animals and Pets
 - a) No stable, poultry house or yard, rabbit hutch, or other similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot. However, household pets shall be permitted, provided they are not raised for commercial purposes and provided that the regulations and ordinances of all state and local governing bodies and agencies are complied with.

Article XIII: Amendments

- Can be amended by 2/3 vote of the members of the Association, as well as the approval of the eligible mortgage holders representing at least 51% of the votes of eligible members.

West Park Condominiums: Declaration of Unit Ownership

Article Unknown

- Section II: Descriptions and Unit Designations:
 - (c) Each unit will be designed for single-family residential living.
- Section XIII: Restrictions
 - (a) It shall be the responsibility of each unit owner and the Board of Directors to prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds on such property, which shall tend to decrease the beauty of the neighborhood as a whole

- or the specific area.
 - (b) No noxious or offensive activity shall be carried on or upon any unit, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to other unit owners. A limited number of household pets only, and no other animals, may be kept as long as they do not become nuisances to the other unit owners and are not raised and maintained for commercial purposes. No device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other unit owners in their property will be permitted to remain in the unit.
 - (c) Garbage and trash shall be disposed of only in areas specifically designated therefore.
- Section XIV: Amendment to Declaration
 - (a) All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded in Orange County, after which time said covenants shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended at any time during its existence by an instrument signed by the record owners of seventy-five (75%) percent of the unit, there being but six unit in West Park save and except for those matters set forth in Paragraph 3 and under North Carolina General Statute 47A-16 concerning the removal of property from the impact of the Declaration. All amendments must be written vote cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No amendment shall be effective until recorded in the Office of the Register of Deeds for Orange County.

Wexford Home Owners Association

Article IV - Use Restrictions

- Section II - Prohibition Against Commercial Uses
 - The Lots shall not be used for business, manufacturing or commercial purposes, nor shall any animals or fowels be kept or allowed to remain on said Lots for commercial purposes, and no animals other than household pets nor shall anything be done on said Lots which is a nuisance or any annoyance to the community.
- Section IV - Minimum Size of Residence
 - (A). In the case of the one-story residence, the main floor of the residence shall not contain less than two thousand (2,000) square feet of heated, finished living area;
 - (B). In the case of a one and one-half residence, or a two story residence, such residences shall contain not less than two thousand two hundred (2,200) square feet of heated, finished living area with a minimum of one thousand one hundred (1,100) square feet thereof on the first floor.
 - All computations of square footage as above required, shall exclude basements (whether daylight or underground), open porches and garages. No floor or level of any residences, which floor or level is wholly or partially below the natural grade of the front elevation of the residence constructed on the Lot, shall be included in the computation of the above-required square footage.
- Section V - Approval of residence Design and Site Plan
 - No residence, building, fence, wall, driveway, or structure shall be erected, altered, remodeled, added to, or allowed to remain upon

any Lot unless the plans and specifications therefore including a comprehensive plan showing all site improvements (including tree removal and all site preparation) and the location thereof have been submitted to and approved in writing by the Declarant. The Declarant shall have the sole right and authority to approve or disapprove the plans and specifications for any reason, including, but not limited to, exterior colors and appearances, landscaping, location of the structure or structures and aesthetics.

- No street shall be laid out or opened across or through any Lot, nor shall any fence be erected or allowed to remain on any Lot nearer to any street abutting the same than the building lines as represented on the recorded plat, except with the written consent of the Declarant;
- Section XIV – Nuisances
 - No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or substance which will cause such Lot to appear in an unclean or unkempt condition; not shall any foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.
- Section XVI - Driveways
 - All driveways shall be paved in concrete, asphalt or other paving materials approved by the Declarant.

Article V - General Provisions

- Section III - Term and Amendment
 - The covenants and restrictions of this Declarant shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the owners provided that no amendment shall alter any obligation to pay as valorem taxes or assessments for public improvements as herein provided, or affected any lien for the payment thereof established herein.

Winsome Lane

Article V: Architectural Control

- No building, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant. In the event Declarant fails to approve or disapprove such designs and location within ten (10) days after said plans and specifications have been submitted to it, approval will not be required and this Article deemed satisfied.

Article VII: Use Restrictions

- Section II: Use of Property
 - No lot shall be used except for single family residential purposes in accordance with the aforesaid recorded Conditional Use Permit. “Single-family residential” purposes may include “light housekeeping” apartments containing no more than one bedroom.
 - (c) No building with less than 1,800 sq feet of heated living space

- (f) Each lot owner must provide off-street parking for at least two vehicles
- (g) No lot may be stripped of its topsoil or permitted to go to waste by being excavated, neglected or having trash or refuse throw, dropped or dumped on it
- (i) Each Lot owner shall maintain and preserve his Lot in a clean, orderly, and attractive manner within the spirit of the Development
- Section III: Quiet Enjoyment
 - No obnoxious offensive activity shall be carried on upon the Properties, nor shall anything be done with which may be or may become a nuisance or annoyance to the neighborhood.
 - Household pets, such as livestock, dogs, cats, fish in an aquarium or birds in a cage, may be kept within the premises; provided that the same are not allowed to roam free and unattended outside the premises.
 - No trash, rubbish, manure, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure
- Section V: Use of Common Area
 - No planting or gardening shall be done upon or in any Common Area except as authorized by the Board of Directors of the Association.
- Section VI: Items to be Approved by Homeowner's Association
 - Without prior approval of the HOA as to location, style, type, size and composition, no antennae, aerials, pole towers, solar collectors or similar structures, no fuel tanks or any similar type of storage receptacle, no mailboxes or newspaper containers, and no temporary structures such as sheds, mobile homes or tents may be placed upon any Lot or the Common Area; provided that the foregoing may be approved by the Declarant prior to the date upon which the architectural control is transferred to the HOA pursuant to Article V.
- Section VIII: Screening
 - Personal property such as boats, travel trailers, clotheslines, pet runs or pet enclosures and the like and all garbage cans and trash shall be discreetly screened from a view from the street or any adjoining lot.

Article IX: General Provisions

- Section III: Amendment
 - The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than sixty-six and two-thirds (66 2/3%) percent of the Lot Owners. Any amendment must be recorded.

Neighborhood	Animals, non-household	Buildings & structures	Clothes-lines	Compost (unsightly materials)	Fences and walls	House size minimum	Materials, roof or driveway	Offensive activity	Solar collectors	Tanks & rain barrels
605 W Main	R		~		HOA			R		
Bel Arbor	R	R	R	~			R			
Berryhill		HOA			HOA					
Bolin Forest II			R	~					R	HOA
Camden Place II		HOA	R	~	R	R	R	R		
Canterbury Townhomes		HOA	R	R	HOA			R		R
Carr Court	R	R		R				R	HOA	R
Cates Farm	R	HOA	R	R	HOA			R		
Cedar Court	R				?			R		?
Cheswick	R		R			R		R		R
Claremont	R	HOA	R		HOA	R	R	R	R	
Cobblestone	R		R		HOA				R	R
Forest Court				~	HOA			R		
Fox Meadow	R	R				R				
Heritage Hills	R	R				R				
Highland Meadows	R				R	R	R			
Highlands North		HOA		~	HOA	R		R	HOA	HOA
Key:	HOA: Requires HOA approval R: Restricted—but <i>not necessarily prohibited</i> ; conditions apply ~: ambiguous									

Disclaimers: HOA covenants often are written in vague language; conflicts may be decided on a case-by-case basis

Contact information for HOAs may be available from the Town of Carboro, or from HOA websites. Because this information may change, no email or phone information is provided here

Neighborhood	Animals, non-household	Buildings & structures	Clothes-lines	Compost (unsightly materials)	Fences and walls	House size minimum	Materials, roof or driveway	Offensive activity	Solar collectors	Tanks & rain barrels
Hillmont Condos	R			~				R		
Lake Hogan Farms	R		R	~						R
Mulberry St Condos		R		~				R		
Pacifica					HOA			R		
Quarterpath Trace	HOA		R		HOA		R	R		R
Spring Valley	HOA		R		R		R	R		R
Stoneybrook	R	R			HOA	R				
Sunset Creek		HOA		~				R	HOA	HOA
Teal Place	R	HOA		~	HOA			R		
Tennis Club Estates	HOA	R	R		HOA					R
Tupelo Ridge	R	HOA		~	HOA	R		R		
University Commons	R			R				R		
Village Square	HOA	HOA	R		HOA			R		HOA
Weatherhill Pointe	R	HOA	R	?	R					
Wexford	R	HOA		~	HOA	R	R			
Winsome Lane		HOW		~	HOA	R		R	HOA	HOA
Key:	HOA: Requires HOA approval R: Restricted—but <i>not necessarily prohibited</i> ; conditions apply ~: ambiguous									

Disclaimers: HOA covenants often are written in vague language; conflicts may be decided on a case-by-case basis

Contact information for HOAs may be available from the Town of Carboro, or from HOA websites. Because this information may change, no email or phone information is provided here

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