

GLENPARK HOMEOWNERS' ASSOCIATION
GENERAL RULES AND REGULATIONS
Revised and Adopted on October 9, 2024

GENERAL AUTHORITY: Article 4.02 (f) and 4.11 of the Glenpark Declaration of Covenants, Conditions and Restrictions (CCR's) give the Association, through its Board of Directors, the authority to adopt, publish and enforce reasonable Rules and Regulations for BOTH the community's Common Area as well as on a homeowner's private property. The rules listed below further detail principles and conditions found in the CCR's and are meant to enhance the use and enjoyment of the Glenpark Property. Further, these Rules were developed for the mutual benefit of all homeowners. Therefore, the cooperation and consideration of each Member is essential.

NOTE: Tenants are subject to the same rules as homeowners. "Resident" is defined herein as both a homeowner and a tenant. When the term "Property" is capitalized, it refers to both the Common Area and a homeowner's private property.

#1. MONTHLY ASSESSMENTS: Homeowner assessments are due and payable no later than the first day of each month. Any homeowner who is in arrears for one or more months will be subject to late fees and/or legal action and a judgment administered by the Wake County Court System. All reasonable legal/court costs shall be the homeowner's responsibility. (Article 9 of CCR's)

#2. ALTERATIONS TO A HOMEOWNER'S PRIVATE PROPERTY: Prior to ANY exterior alterations or additions to a homeowner's structure, a request MUST be submitted in writing to the Glenpark Architectural Control Committee (ACC) for approval. The ACC, at its sole discretion, may or may not approve proposed changes. A written reply to an appropriately submitted and complete request will be made within 30 days after its formal submittal. If additional information is needed, the ACC will generally inform the homeowner within ten (10) days of original submittal and specify any additional information needed in order to make a decision on the proposed project. Any homeowner who makes exterior alterations to their property without prior ACC approval will be subject to daily fines/other penalties for a confirmed violation.

There are certain alterations to a homeowner's exterior property that can require a Town of Cary building permit(s) and/or require the submittal of more detailed information for the ACC in its review of a proposed project. For example, these alterations could include (but are not necessarily limited to): 1) Town of Cary building permit(s): the conversion of a back porch/screened-in area into a 3-Season room; exterior electrical modifications/additions; and removal of a structural column on a residence; and 2) More detailed information necessary for ACC review: any patio construction/alteration; installation of solar tubes/other roofing placements; and backyard fencing. It is the responsibility of the homeowner to obtain any necessary permits from the Town of Cary and be in compliance with all local building codes. Before any construction begins on such projects, the homeowner must have obtained approval from the Town of Cary since it would be a violation of the Town's ordinance to begin construction without such approval.

IN ADDITION, THE ACC WILL NEED TO HAVE A PLAT/SURVEY SUBMITTED WITH ANY REQUEST FOR PATIO NEW CONSTRUCTION/ALTERATION OR BACKYARD FENCING/ CONSTRUCTION/ALTERATION SO THAT IT CAN ADEQUATELY REVIEW PROPOSED SETBACKS/MEASUREMENTS, PERMEABILITY COMPUTATIONS, AND ANY POSSIBLE ENCROACHMENT ISSUES. FAILURE TO PROVIDE SUCH INFORMATION WILL CAUSE AN APPLICATION TO BE CONSIDERED AS AN “INCOMPLETE” APPLICATION, thus delaying the start of the 30-day review period afforded the ACC for project review. (Article 7.07 and 7.13(a); and Article 13.01 and 13.08 of CCR’s)

#3. PARKING: Each home in the community has a 2-car driveway and 2-car garage for parking which should be generally adequate for homeowner parking purposes. Garages are to be used primarily for vehicle storage, and resident parking is to be generally limited to either a unit’s garage or driveway area since the community has limited available Common Area parking spaces and the community’s road is narrow. **IMPORTANT NOTICE:** Parking is NOT allowed on any sidewalk; any grassy area; or blocking driveways. There should be no parking on the community’s main street (which is now a public street) since the Association still has the authority to enforce its Covenants with respect to on-street parking (excluding the towing of a vehicle in the absence of identifying signage).

No parking is allowed in the Common Area parking spaces located at the bottom of the street, EXCEPT for their designated use. **There are a total of thirteen (13) Common Area parking spaces that are marked:** these include: one (1) Fifteen Minute Mail Pickup space; one (1) generally-available Handicapped parking space (which is primarily reserved for visitor use but can be used by residents for loading/unloading purposes); one (1) specially-designated/Reserved Handicapped parking space (which is reserved ONLY for the handicapped resident residing in Unit 135); four (4) resident Reserved parking spaces (whose use precludes parking overnight from 11PM-6AM and/or parking on a continual, habitual or exclusive basis); and precludes visitor parking; and six (6) Visitor Only parking spaces that preclude resident parking . For additional detailed information on the use of these spaces, please refer to the Glenpark Parking Rule that is posted on the property management website.

Illegally parked vehicles shall be subject to sanctions, including daily monetary fines and other penalties for confirmed violations after a Notice of Opportunity for Hearing.

If a resident has an unusual need to use any of the resident Reserved parking spaces that would not ordinarily comply with the parking rules (for example, furniture moving/delivery; work done by contractors, etc.), then they must obtain a parking pass from any member of the HOA Board of Directors. Additionally, if a resident has a guest who will be staying on the Glenpark property for 24 hours or more, and they can NOT be accommodated on the resident’s property, that resident must obtain a parking pass from an HOA Board member for their guest’s vehicle. **ALL VISITORS MUST PARK EITHER IN THE HOST’S GARAGE/DRIVEWAY OR IN A VISITOR PARKING SPACE.**

Recreational vehicles (RV’s), commercial vehicles or any type, all towed vehicles or equipment, vehicles with more than 2 axles, or vehicles of more than 18 feet in length are not allowed. This includes (but is not necessarily limited to) all campers, boats, and trailers. (Article 7.12 of CCR’s)

All permitted vehicles parked on the Glenpark Property must be in operating condition both legally and mechanically (i.e.; current license plate and inspection sticker, no flat tires, etc.) Any vehicle not in operating condition will be towed at the owner’s expense after written notification. (Article 4.02 and Article 7.03 of CCR’s)

#4. AUTOMOBILE REPAIRS/MAINTENANCE: Minor vehicle repairs/maintenance (such as tire changing; washing/detailing) are allowed ONLY on a resident's property. Major repairs (including but not necessarily limited to): engine or transmission overhaul/repair; brake replacement; rear end repairs; etc. are not allowed. Any damage or cleanup needed from on-site work, including oil spills, must be done promptly and will be the sole responsibility of the resident. Under no circumstances are vehicles allowed to be put up or left on jacks or blocks. (Article 7.03 of CCR's)

#5. SPEED LIMIT: For both safety reasons and because of the Town of Cary's local ordinance, the maximum speed limit on Glenpark Place shall not exceed 25 miles per hour. Careful attention should be exercised while driving within the community to ensure the safety of all residents. Playing in the street is not allowed.

#6. EXTERIOR DAMAGE/MAINTENANCE/REPAIR: Any damage caused by a resident's neglect or misconduct to the exterior of any building, fence, parking lot, or any other Common Area property under the purview of the Association shall be charged to the responsible homeowner. Repair/maintenance of exterior items on a homeowner's property, including, but not limited to: glass, doors, door casings, door locks, windows, window casings, screens, patios, fences, outside hose faucets, driveways and walkways, etc. is the responsibility of the homeowner, and items should be kept in good repair/condition. (Article 6.04 and 6.05 and 10 of CCR's)

#7. INSURANCE: The Association does NOT provide insurance for residential units. The Glenpark Covenants require that each homeowner, at their own expense, secure and maintain the full force and effect one or more insurance policies insuring the Lot and any improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy—including fire and lightning, vandalism, and malicious mischief. The Association must be named as an additional insured party on the homeowner's policy.

A homeowner should add the Glenpark Homeowners' Association as an "additional insured" onto their homeowner's policy.

The Covenants also require that a homeowner, at their own expense, secure and maintain in full force and effect, comprehensive general liability insurance at not less than \$300,000 per occurrence for any damage or injury to person or property of others occurring on his Lot. Any damage to any unit that would be covered under a standard "Extended Coverage" policy such as wind, hail, vandalism, malicious mischief, and lightning, etc shall be the responsibility of the homeowner. (Article 6.04 and 10.02 of CCR's)

#8. NUISANCE/NOISE: No noxious or offensive activities are allowed upon any part of the Property, and nothing shall be done by a resident that may cause or become an unreasonable annoyance, inconvenience or nuisance to other residents of the Property or unreasonably interfere with their quiet enjoyment of their home. Each resident shall abide by the Town of Cary's noise ordinance. (Article 7.02 and 7.10 of CCR's)

Further, loud noises (such as, but not necessarily limited to: televisions, radios, stereo equipment, musical instruments, pets and other disturbances) should always be avoided—especially

between the hours of 10 PM and 8 AM. If a resident is disturbed, first attempt to notify and resolve the issue with the offending party. If that party is uncooperative and the problem is severe and persists, then contact the Town of Cary Police since there is a local noise ordinance in effect. Notice of the incident should also be given to the community's property manager so that the Association can keep ongoing track of the issue and take appropriate action, when warranted.

#9. RENTING/LEASING OF UNITS: All renters must be properly informed by the owner of the unit of the Association's CCR's, Rules/Regulations, and other relevant governing documents. All renters must comply with all such governing documents. Any exterior property damage caused by a renter will be the responsibility of and charged to the respective homeowner.

ONLY AN ENTIRE UNIT CAN BE RENTED/LEASED OUT (i.e.; no renting of rooms or portions of a unit, and no unit can be rented for less than 6 months at a time.

All leases/rental agreements must be in writing and signed by both the Landlord and all lessees. A signed copy of the current agreement shall be promptly provided to the Association. No owner may place a "For Rent" sign or other similar sign on the Lot. (Article 4.04(a-c) of CCR's)

SUBDIVISION OF LOTS OR TIME-SHARING IS PROHIBITED. (Article 4.07 of CCR's)

SHORT-TERM RENTALS ARE PROHIBITED. No short-term/vacation type rentals are allowed such as Air B/B, Vacation Rental by Owner (VRBO) or other such rentals. (Article 4.04 (b) and 7.01 of CCR's)

#10. SIGNS: Allowable front yard signs are as follows: One (1) standard real estate "For Sale" sign; political signs that are in compliance with all local ordinances with respect to size and timing; and one (1) small security sign located near a home's front entrance. All other front yard signs are prohibited. A homeowner may place one (1) small sign in their back yard mulched area with prior approval from the ACC.

All advertising signage is prohibited, including "For Rent" signs. If a resident's vehicle has advertising or other signage of any kind on it, then that vehicle must be parked in the garage when not in use.

No signs shall be placed in the Common Area. (Article 4.04 (b) and 7.04 of CCR's)

#11. TOYS/RECREATIONAL EQUIPMENT: Any such items (including but not necessarily limited to: bicycles, tricycles, skateboards, sports equipment, wading pools, etc.) must be promptly/properly stored out of view from any neighbor after their use.

In no case should such items be left in the Common Area. (Article 7.11 and 13.01 of CCR's)

#12. PETS: Up to three (3) household pets (generally dogs and cats) are allowed provided they do not disturb or annoy residents. No breeding operations are allowed. When outdoors, all dogs/cats should be kept under direct control of their owners and shall not be allowed to

run free or otherwise interfere with the comfort or convenience of a resident or guest. Pets are not allowed to be restrained outside a homeowner's residence or in the Common Area with ropes/chains, etc. No outdoor houses/cages of any kind are allowed anywhere on the Property.

A homeowner is responsible for cleaning up their pet's feces both on its Lot and in the Common Area. Further, NO PET WASTE OR LITTER IS TO BE DISPOSED OF IN THE COMMON AREA OR LEFT TO ACCUMULATE ON A RESIDENT'S PROPERTY. (Article 7.08 of CCR's)

#13. HAZARDS: The discharge of firearms, fireworks, or any other noise making or potentially destructive devices or materials is not permitted at any time within the Glenpark Property. (Article 7.10 of CCR's)

#14. ASSOCIATION COMMON AREAS: The Common Areas belong to the community as a whole and are maintained for everyone's enjoyment and non-exclusive use. Every resident should protect their collective interest in keeping these areas in good condition.

NO OBJECTS SHALL BE AFFIXED TO ANY COMMON AREA WALLS/FENCES; AND NO PLANTS/OBJECTS SHALL BE PLACED IN ANY OF THE COMMUNITY'S COMMON AREAS—WHICH INCLUDE BOTH MULCHED AND GRASSY AREAS. (Article 4.01 and 4.02(f) of CCR's)

#15. ALTERATIONS TO A HOMEOWNER'S PROPERTY GROUNDS: In general, any proposed alterations or additions to a homeowner's property grounds must have prior approval from the ACC. Any plantings or decorative objects, whether located in the front or back yard of a homeowner's property, shall be generally limited to the mulched areas. Further, no plantings or decorative objects of any kind are allowed in the grassy areas of a homeowner's property, and no decorative objects or planters are allowed on homeowner fencing.

Routine maintenance of a homeowner's existing landscape/grounds does not need prior approval from the ACC. This routine maintenance includes: replacing a tree or shrub with a "like kind" (i.e.; one of the same size and species); replacing existing areas of diseased or dead grass with a "like kind;" removing any dead or diseased plants; pruning existing vegetation for aesthetic purposes or to ensure that it does not interfere with a neighbor's driveway or walkway; replenishing existing mulch with the same texture and color; and planting/removing annual flowers in front and/or back yard mulch beds.

Routine maintenance of a homeowner's existing grounds can also include (but is not necessarily limited to): power washing/sealing a homeowner's driveway, walkway or patio with a CLEAR sealant; repairing cracks in an existing driveway, walkway or patio area; repairing existing stone edging around a mulch bed; limited touch-up painting of the exterior using paint of an identical color; and re-staining a front door with the same color stain as originally found on the door.

All dead or diseased plants on a homeowner's property are to be promptly removed by the homeowner (Article 7.09 of CCR's).

Homeowners are encouraged to replace any plants that are removed so as to maintain the overall aesthetic appearance/appeal of the neighborhood.

No hanging plants or hanging decorative objects may be installed anywhere on a homeowner's property unless they have been given prior ACC approval. (Article 7.13 (f-g) of CCR's)
Up to two (2) bird feeders are allowed in a homeowner's back yard mulched area only. (Note: bird feeders may be installed in that area without receiving prior ACC approval). Bird baths are prohibited in a homeowner's front yard. One (1) bird bath is allowed in a homeowner's back yard area with prior ACC approval. (Article 4.02 (f) of CCR's)

Outbuildings, sheds, gazebos, trampolines, freestanding flagpoles and above-ground pools are strictly prohibited. (Article 7.11 of CCR's)

#16. HOMEOWNER FRONT YARD PORCHES/BACK YARD PATIO AREAS:

These areas must always be kept in a neat and clean condition and are NOT to be used for storage purposes of any kind (i.e.; storage of toys/recreational equipment, miscellaneous items, etc.).

Front porch area furniture must receive prior ACC approval. Indoor furniture is not allowed to be used on patios or front porches. (Article 7.13 (h) of CCR's)

Patios must remain "open" in appearance so as to not interfere with the existing view shed or obstruct a neighbor's view and enjoyment of the Property. No temporary structures shall be placed on any portion of a homeowner's property, including patios. In addition, no permanent structures, such as gazebos, pergolas, etc. will be allowed to be constructed on any part of a homeowner's property. (Article 4.02 (f) and Article 7.11 and 7.12 of CCR's)

One (1) privacy screen (metal and black in color) is allowed to be installed on a homeowner's back yard patio area with prior ACC approval and following ACC guidelines. Its location must not interfere with the existing view shed or obstruct another neighbor's view and enjoyment of the Property. In addition, an approved screen must be properly secured in place in such a manner that it does not present a potential hazard to the surrounding area. (Article 4.02 (f) of CCR's)

Awnings of any kind are prohibited in the front of a home; back yard patio awnings must be retractable in nature and have prior approval from the ACC. (Article 7.11 of CCR's)

#17. EXTERIOR ANTENNAS: Antennas are not allowed. A small 18 inch satellite dish is allowed but must be located at the back of a unit; not visible from the street; and must be approved by the ACC prior to its installation. Any damage caused to the unit/landscape because of dish placement is the sole responsibility of the homeowner. (Article 13.01 of CCR's)

#18. WINDOW AIR CONDITIONERS AND WINDOW COVERINGS: Window air conditioners are not allowed. No decals/stickers/signs, etc of any kind shall be allowed on windows, doors or any exterior surface of the unit. (Article 7.04 and 7.13 (b and d) of CCR's)

#19. TRASH AND RECYCLING COLLECTION: The Town of Cary provides trash/recycling containers. Each unit is limited to one of each type. Each container must be stored in the garage when not outside for weekly trash/recycling pickup. All containers should be placed on the curb (not in the street) for pickup. Containers can be placed out the evening be-

fore the day designated by the Town for pickup. However, once the trash/recyclables have been picked up, all containers must be promptly returned to the garage. (Article 7.09 of CCR's)

#20. EXTERIOR LIGHTING: All exterior lighting modifications/additions that are affixed to a homeowner's residence must have prior approval from the ACC. Lighting attached to a free-standing pole is prohibited in a homeowner's front yard and must have prior approval from the ACC prior to any placement in the back yard. All lighting shall be of a brightness level that will not cause a nuisance to adjacent homeowners and must be shielded/directed so as not to shine directly onto another Lot. (Article 7.13 (e) of CCR's)