

**CAMERON VIEW TOWNES
HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

I. ASSESSMENTS; EFFECT OF NON-PAYMENT OF ASSESSMENTS

A. Assessments are due on the 1st of each month. Any assessment not paid when due is delinquent.

B. Any assessment delinquent for a period of more than 15 days will incur a late charge in the amount of \$10. The Association will give a notice of delinquency to any Owner who has not paid an assessment within 10 days following the due date. If the assessment is not paid within 30 days of the due date, a lien will attach and will include all late charges, all costs of collection, any fines assessed, reasonable attorneys' fees actually incurred, and any other amounts permitted by law. If the assessment remains unpaid after 60 days from the due date, the Association may, as determined by the Board, institute suit to collect the amounts due, file a notice of claim of lien on the public record, and/or foreclose such lien. The Association may suspend the Owner's membership rights in the Association while any assessment or fine remains unpaid.

II. ARCHITECTURAL RESTRICTIONS

A. No construction, reconstruction, remodeling, alteration, painting, roofing or addition to any structure, building, fence, wall, drive or walkway, or portion of same, may be commenced or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same has been submitted to and approved in writing as to harmony of external design (such as style, shape, color and size) and location in relation to surrounding structures and topography, by the Architectural Control Committee.

B. If the Architectural Control Committee does not approve or disapprove the design and location within 60 days after the plans and specifications have been submitted, further approval will not be required and Article II.A of these Rules will be deemed to have been complied with.

C. Any disapproval will be in writing and give reasons for such disapproval, including suggestions for bringing the plans and specifications into compliance.

D. Upon approval, construction will be started and prosecuted to completion promptly and in strict conformity with the plans and specifications as have been previously approved by the Architectural Control Committee. The Architectural Control Committee has an easement to go upon all Lots for the purposes described in this Article II, to include determination of compliance, or to investigate or assess violations of, this Article.

E. The Architectural Control Committee, the Board, or any aggrieved Lot Owner may seek an injunction to stop any construction in violation of this Article.

III. USE RESTRICTIONS

A. Residential Use. All Lots will be used for residential purposes only, and no trade or business may be conducted in or from any Lot, except that an Owner or Occupant may conduct business activities within the improvements on the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (ii) the business activity conforms to all zoning requirements for the Property, (iii) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property, and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants in the Property, as may be determined in the sole discretion of the Board. The leasing of a Lot will not be considered a "trade or business" within the meaning of this Section. Any leases of improvements on any Lot will be in writing and will be for a period of not less than 6 months.

B. Walls, Fences and Hedges. No fence, deck, hedge or wall of any type or kind may be erected or maintained on a Lot except such fences, decks, hedges or walls as may be installed, constructed or erected with the initial construction of the main dwelling located on said Lot, or as may be approved in writing by the Architectural Control Committee.

C. Temporary Structures. No structure of a temporary nature may be erected or allowed to remain on any Lot, and no trailer, recreational vehicle, boat, shed, tent, garage, carport, or any other structure of a similar nature may be used as a residence either temporarily or permanently.

D. Animals. No animals, livestock or poultry of any kind may be raised, bred, pastured or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the Occupants, but not for any commercial use or purpose. Birds will be confined in cages. No animal will be allowed on a Lot if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Owner. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board will provide the Owner of such animal notice and an opportunity for hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property.

E. Pets on Leashes. No Owner or Occupant (or guest or invitee thereof) will permit any pet or other animal to be at large in the Common Area. For purposes of this Section, an animal is "at large" when it is not on a leash and under the control of a competent person. Pets are not to be tied or leashed to patios, balconies or to objects in the Common Area and left unattended.

F. Removal of Pet Waste. Each Owner or Occupant will immediately remove from the Common Area and the Lot of any other Owner any feces deposited thereon by his or her pets, or the pets of any guest or invitee thereof.

G. Signs. No advertising signs of any kind or type will be erected, placed or permitted to remain upon or above any Lot with the exception of a single sign "For Rent" or "For Sale", which sign will not exceed 2 feet by 3 feet in dimension, will refer only to the premises on which displayed, and will be displayed only in a window within the improvement on the premises. No other signs are permitted, such as political announcements.

H. Garbage. All garbage and garbage cans and containers will be kept in an enclosed structure or in an area screened or shielded from the view of neighboring Owners and streets, such as the rear patio or garage. All garbage must be placed in garbage cans or other containers designed specifically for the purpose of holding garbage, or in plastic garbage bags with ties. Garbage may only be placed for pickup by the City of Raleigh after sunset on the day before pickup, and must be removed before sunset on the day of pickup. Garbage that is scattered by animals or the wind must be immediately cleaned up by the Owner or Occupant.

I. Clotheslines. No clotheslines may be erected or maintained on any Lot. Folding clothes racks are also prohibited as are towels or clothing hung on any railings.

J. Antennae and Sattelite Dishes. No radio or television or other aerial, antenna, tower or other transmitting or receiving structure or support thereof, whatever size, may be erected, installed, placed, or maintained on a Lot unless so erected, installed, placed or mantained entirely out of sight within the enclosed portion of the individual townhouse located on the Lot. No television satellite dishes may be erected on any Lot, except that a television satellite dish not exceeding 18 inches in diameter which is attached to the dwelling on the Lot and is not visible from the street or parking area in fron of the Lot shall be permitted.

K. Patios, Decks and Porches. Patio, deck areas and porches are to be kept in a way that is not unsightly. Coverings that have no ventilation, such as indoor-outdoor carpet will not be permitted on porches or decks. Planters that are reasonable in size and that do not impede ingress or egress are allowable. United States of America, State of North Carolina, holiday, seasonal, or school logo flags may be flown. All other flags must have written permission from the Board to be displayed. Hooks, brackets, and poles may be attached to the wooden porch posts or deck railings. No holes should be made in the siding or brick veneer. Any damage resulting from improper installation must be repaired at the Owner's expense.

L. Window Coverings. Only suitable screens, shutters, shades and curtains of neutral colors are permitted in windows of each townhome within the Property. No makeshift window coverings such as blankets, sheets, towels, aluminum foil, etc. Are permitted.

M. Nuisances.

(i) Generally. No offensive or illegal activity may be carried on or upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to any other Owner or Occupant. No Lot may be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that may cause such Lot to appear in any untidy or unclean condition or that is unsightly; nor may any substance, thing or material be kept upon any Lot that will emit a foul odor or that will cause any noise that will or might disturb the peace and quiet of the surrounding Owners or Occupants. If any Owner fails or

refuses to keep his or her Lot free from unsightly objects, vehicles, weeds, or underbrush in a manner satisfactory to the Board, the Association may, through its agent or representative, 5 days after posting a notice on such Lot or mailing a notice to the Owner thereof requesting the Owner to comply with the requirements of this Section, enter and remove all such unsightly objects, vehicles, debris or other vegetation at the Owner's expense. No such entry as provided in this Section will be deemed a trespass.

(ii) Noise. Intrusively loud noise should be avoided at all times. A quiet period will exist from 11:00 P.M. until 8:00 A.M. without regard to day, holiday, or event. Any Owner violating such rule of quiet period will be subject to appropriate action and fines. Violations should be documented in writing by the complaining Owner or Occupant to the management agent and Board indicating time, date, what happened, and other pertinent information so a determination can be made for any action to be taken by the Association.

N. Parking. No vehicles other than passenger vehicles may be parked in parking spaces within the Property. No vehicles described below shall be stored, allowed to remain, or be parked in the areas unless approved by the Board in writing:

- 1) Boats and/or trailers
- 2) Recreational vehicles such as campers, motor homes, etc.
- 3) Moving trailer, utility trailers and cookers
- 4) Unlicensed, abandoned or disabled vehicles
- 5) Step vans and custom vans that are not primary transportation
- 6) Dirt bike motorcycles
- 7) Commercial vehicles larger than one ton

Violation of any of the above could result in towing at the expense of the Owner, fines, or both. Exceptions may be made for limited parking needs through the Board. "NO PARKING" areas have been designated in the Property, including, without limitation, fire lanes. Parking is only permitted in designated parking areas. Towing will be enforced.

O. Cycles. Owners, Occupants and their guests and invitees may use bicycles and other non-motorized recreational vehicles within the Property, provided they exercise due care and consideration for pedestrians and other motor vehicle traffic.

P. Speed Limit. For safety reasons, the speed limit on any street within the Property is 15 mph. Otherwise, posted city limits are to be observed.

Q. Children. Reasonable supervision of children by a responsible adult should be exercised at all times in the Common Area.

R. Yard Sales. Yard sales are not allowed, except for an annual yard sale day to be announced by the Board each year.

S. Hazards. The discharge of firearms, fireworks or any other noisemaking or explosive device is not permitted at any time within the Property.

III. COMMON AREAS

Except for the right of easement and enjoyment in and to the Common Area given to each Owner in the Declaration, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by the Association or as expressly provided in the Declaration. Any Owner damaging property of the Association in the Common Area is responsible for repairs and subject to fines. Owners are also responsible for any damage caused by their Occupants, guests or invitees.

IV. ENFORCEMENT OF RULES AND REGULATIONS

In order to: (i) promote the health, safety and welfare of the Owners and Occupants within the Property, (ii) provide for the maintenance, preservation and architectural control within the Property, and (iii) preserve the integrity of every Owner's investment, it may become necessary for the Board or its committees to enforce covenants and restrictions in the Declaration and these rules and regulations. The Board is empowered to suspend voting rights of Owners who violate, or permit their Occupants, guests and invitees to violate, these rules and regulations after a request for compliance has been made. In addition, fines may be imposed in an amount up to \$150 per infraction or per day that such infraction continues. Owners are responsible for ensuring that all Occupants and guests and invitees of the Owner and any Occupant, comply with the Declaration and these rules and regulations. Please report all violations to the management company or the President of the Association.

V. AMENDMENT

The Board may, at any duly held meeting (or by written consent in lieu thereof), amend or modify these rules and regulations.

VI. DEFINED TERMS

Capitalized terms used and not otherwise defined in these rules and regulations have the meanings provided in that certain Declaration of Covenants, Conditions and Restrictions of Cameron View Townes, LLC recorded in the Wake County Public Registry.

VII. PUBLICATION; EFFECTIVE DATE

The Board of Directors shall cause these Rules and Regulations to be published to all of the members of the Association. Provided that these Rules and Regulations have been first published, these rules and regulations shall become effective the 1st day of August, 2005.