

Architectural Guidelines
Gatling Pointe Community Association Inc.

**GUIDELINES FOR MAILBOX VIOLATIONS FROM GATLING POINTE BOARD
OF DIRECTORS 11/18/02**

1. Align post if needed
2. If box is rusting or faded/powdery, it should be painted
3. If the post is rotting or the paint is faded
4. Otherwise the decision will be left up to the Association Managers

Gatling Pointe Community Association
ARB Clarifications

Due to the numerous ARB amendments to the existing GPCA Rules and Regulations that have been published in the past, and the somewhat vague nature of many of the existing ARB covenants, the GPCA Board has resolved that the following rights and restrictions are hereby clarified. These clarifications are not meant to replace the wording of the covenants, but rather only to put in written form the full spirit of the current regulations. Any previously approved amendments to the covenants have been included herein for your convenience. All future resale packets will include a copy of these ARB clarifications. For a full list of the covenants and their specific requirements, please consult the GPCA Rules and Regulations.

FENCES

Book 342, Page 141, Paragraph 4

All fencing must be integral to the design of the house. Fences shall be constructed of wood slats, and shall be 4 feet high. If the fence is for a swimming pool, the height shall be 5 feet. Fences shall come straight off the back corners of the house towards the back of the lot in order to minimize their appearance from the street. Homeowners are encouraged not to fence their entire backyard. Fencing may not be placed on the property line nor utilized to define the front yard.

APPROVED STRUCTURES

Book 342, Page 145, Paragraph 3 & Page 146, Paragraph 8

No structure shall be erected, altered, placed or permitted to remain on a Residential Lot other than one detached single family dwelling and one small one story accessory building (which may include a detached private garage), provided that, in the opinion of the ARB, the use of such accessory building does not overcrowd the lot. This one story accessory building shall match the exterior materials of the house, have a similar roof pitch, and be integrated into the architecture of the house. This also applies to dog houses, gazebos, playhouses, deck railing, etc. Structures should be massed with the house and incorporated into the overall design with landscaping, walkways, fencing, etc. Pre-fabricated tool sheds are highly discouraged due to their failure to meet the aforementioned requirements; attached or detached garages are preferred. No mobile home, trailer, tent, barn or other similar out building or structure shall be placed on any Residential Lot at any time, either temporarily or permanently. Deck supports visible from the street must be either 6" x 6" treated wood posts or 12" x 12" brick piers. 4" x 4" treated wood posts may be used if they are concealed by lattice screening. All decks must use lattice or brick to conceal piers.

RECREATIONAL STRUCTURES

Recreational structures, to include, but not be limited to, swingsets, playsets and playhouses, shall be of a construction style and material befitting the architectural style of the lot dwelling and be maintained in a good state of repair. The preferred construction material is wood. Steel or plastic neon type materials are highly discouraged in new structures. The decision of the Board may be based on architectural conformity and cohesiveness in gray areas. Basketball goals and other sports equipment shall not be installed to interfere with public right-of-ways, and should not be readily visible from the street.

POOLS

No above ground pools shall be erected or maintained on any lot. No in-ground, open swimming pool shall be erected unless approved by the ARB and shall be screened from view and enclosed by an approved fence. Any approved in-ground open swimming pool shall be insured. All approved in-ground swimming pools shall be maintained in a healthy and lawful manner. All fences constructed around pools require ARB approval and must be 5 feet in height.

BOATS/TRAILERS/CAMPERS

Book 342, Page 146, Paragraph 8

Boats, trailers, and recreational vehicles shall not be parked in the driveway or on the street, but may be kept in garages or parked on the rear of the lots provided that they are not visible from the street. The loading and unloading of recreational vehicles in the driveway is permitted, but shall not exceed 24 hours each, per week. Requests for longer stays due to special circumstances must be made in writing, and are subject to the approval of the Board.

PARKING

Book 342, Page 142, Paragraph 7

No commercial vehicles larger than the typical pick-up truck or the van equivalent thereof shall be kept on any lot covered by these rules. Tractor trailer style trucks shall not be kept at any property, temporarily or otherwise. The exception to this rule is a moving van in the performance of hired duties relative to an owner relocation (the truck may be kept overnight while loading or unloading) or material delivery trucks (which shall not be kept overnight). When a small, previously described, commercial vehicle is kept at a property, it shall be kept in a garage or parked to the rear of the lot improvements so as to make it less visible from the street. In no case shall the vehicle be kept in an area forward of the improvement's front line. Commercial vehicles are those not typically and customarily used for the lot owners private and family use.

In addition, vehicles must be parked in driveways or other designated parking areas; however, vehicles may be parked on the street to facilitate repairs to driveways or property, or to handle overflow parking from social events. Parking on the street, when allowed, shall be short term in nature. Under no circumstances shall long term parking on the streets be allowed (i.e., daily or overnight parking on a continual basis). Vehicles must be parked so as not to impede traffic flow or damage vegetation. Parking on lawns is not permitted.

ANTENNA/SATELLITE DISH

Amendment

No ARB approval is required to erect a single television antenna provided that it does not extend more than ten feet above the highest point on the roof. No ARB approval is required to install a single 18 inch diameter satellite dish provided that it not be visible from any street, be screened from view of any adjoining lot(s) or common area, and be located on the rear of the house either just below the roof ridge or on the fascia board below the roof eaves. Any cable associated with either a satellite dish or television antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

GRASS

Book 342, Page 142, Paragraph 9 & Page 143, Paragraph 18

Yards shall be properly maintained. Any debris shall be removed. Grass height shall not extend beyond 12 inches.

EXTERIOR BUILDING MATERIAL

(Paragraph 16 of the Architectural Guidelines)

Except as herein expressly provided, all houses must have natural wood siding or be all brick or a combination of brick, wood, stucco (including without limitation, stucco-like material such as "Hardi Plank Siding") or some other siding will not be allowed in Gatlin Wolverine Technologies will be all exterior elements. Technology is re products with aesthetically resemble wearability or other qualities. Accc approve such new exterior elements homes utilizing approved Chapel Hill natural wood surfaces will not be allowed.

however, vinyl or aluminum el Hill series vinyl siding by appearance to other permitted to produce new types of but often have superior view Board reserves the right to a case by case basis. Except for homes must be stained or painted;

SIGNS

Amendment

If a house is for sale by a builder, the builder may have his or her sign on the lot as well as a sign noting that the property is for sale. Signs advertising subcontractors' work are not allowed on a lot. Houses that have been previously sold by a builder and are being resold may have only one sign advertising that fact. Directional signs to houses for sale are allowed on weekends only and must be professionally made and aesthetically pleasing. Balloons on directional signs are not allowed. No signs are to be placed in the median strips. Vacant lots may have only one "For Sale" sign. A lot may have a "Sold" sign on it for a reasonable period of time after the sale. Prices of homes shall not be advertised on the sign. All signs must be kept in presentable condition. If a sign is in a deteriorated state, the Board can remove the sign and store it for the owner to pick up. The owner will be notified immediately of such an action. Under no circumstances will signs be allowed at the front entrance. Any sign placed there is unauthorized and will be removed by the Board without notification to the owner prior to its removal.

ANIMALS

In no case shall dangerous animals of any kind be kept in the community. Pets cannot be kept for commercial purposes, and any pet causing or creating a nuisance, unreasonable disturbance or noise on an on-going basis, or threatening the safety of persons lawfully occupying the community, shall be subject to permanent removal from the community within ten (10) days after receipt by the owner of written notice regarding such disturbance from the Board. When outdoors, pets should be fenced, chained, or attended by a responsible person who can control the pet, and pets may not be left unattended for an extended period. Pet owners are responsible for the immediate removal and proper disposal of waste from their animal while on or off the leash.

FIREWOOD STORAGE

Book 342, Page 143, Paragraph 20

Because of the threat of pest problems, firewood may be stored on lots a minimum of six (6) inches off of the ground. Firewood must be stored behind the rear foundation line of a lot and stacked in a neat and orderly manner and shall not be stored so that it blocks access to any door or throughway, or any common area or neighborhood common area.

TREE REMOVAL

Book 342, Page 143, Paragraph 16

No trees (other than those that are dead or diseased) measuring six inches or more in diameter at a point two feet above ground level may be removed without the prior written approval of the ARB. Approval for the removal of trees located within ten feet of the main dwelling or accessory building or within ten feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

PAINT

Book 342, Page 141, Paragraph 5

All homes must be stained or painted; natural wood siding will not be allowed. Semi-transparent stains will not be allowed. Houses next door to one another should not be painted the same color or a very similar color. The color palette for homes will not be limited to a restricted list; however, no extremely bright, offensive, or "jarring" colors will be approved. All exterior colors must be reviewed and approved by the ARB prior to painting. In order to insure the color coordination of neighborhoods, and to protect the investment of all property and home owners, the ARB has the authority to require repainting of a house if approval was not obtained in advance.

MAILBOXES

Book 342, Page 142, Paragraph 10

The only approved mailbox color design is Confederate Gray for the wooden post (with white lettering), and black semi-gloss for the mailbox. Faded mailboxes (and posts) must be repainted. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval.

(x) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of improvements on a Residential Lot.

**ARTICLE I: COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTY**

Section 1. Purpose of General Property Covenants. The primary purpose of the General Property Covenants is the continuation of a community which is aesthetically pleasing and functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of Property and of technological advances and environmental values.

Section 2. Implementation of General Property Covenants. In order to implement the purpose of these General Property Covenants, the Board may establish and amend from time to time architectural standards, construction specifications, uniform sign regulations, uniform mailbox regulations, landscape guidelines, environmental rules and regulations, and other standards and guidelines which shall be binding on all Owners.

Section 3. Actions by Board. Unless stated to the contrary herein, wherever the approval of or any determination by the Board is required in this Declaration, refusal or approval or such determination may be based by the Board upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Board shall seem sufficient.

Section 4. Approval of Plans. No building, fence or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for on any Property until the proposed building plans, specifications, exterior color or finish, site plan, landscape plan and construction schedule shall have been approved in writing by the Board. One (1) copy of all plans and related data shall be furnished to the Board for its records.

Section 5. Alterations to Buildings or Structures. No alteration in the exterior appearance of any building or structure, including exterior color or finish, shall be made without prior written approval of the Board.

Section 6. Location of Improvements. Buildings and other structures shall be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure and so that structures will be located with due regard to the topography of each Residential Lot, taking into consideration the location of large trees and other aesthetic and environmental considerations.

Section 7. Parking. Space for the parking of automobiles off public streets shall be provided prior to the occupancy of any building or structure constructed on any Residential Lot.

Section 8. Signage. No sign shall be erected or maintained on any Common Property or Residential Lot until the proposed sign, size, color, content and location shall have been approved in writing by the Board.

Section 9. Upkeep of Property. The grounds and all buildings and structures on all Common Property and Residential Lots shall be kept free of unclean, unsightly, unkempt, unhealthy, or unsafe conditions.

Section 10. Mailboxes; Alteration Thereof. No mailbox shall be erected or maintained on any Residential Lot until the proposed mailbox design, color, and location have been approved in writing by the Board. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval of the Board.

Section 11. Sewerage Disposal. Prior to the occupancy of a building or structure on any Residential Lot, provisions acceptable to the Board shall be made for the disposal of sewage.

Section 12. Water Availability. Prior to the occupancy of a building or structure on any Residential Lot, provisions acceptable to the Board for water shall be made by connection.

Section 13. Utilities Easement. The Board reserves a perpetual, alienable, and releasable easement and right, on, over and under the Property to erect, maintain, and use electric, community antenna television, cable television, telephone and other utility poles, wires, cables, and conduits, drainage ways, sewers and water mains, and all related equipment for the provision of electric, telephone, gas, sewer, water, drainage or other public conveniences or utilities to the Property; provided, however, that no such utility easement shall be applicable to any portion of any Property that may (a) have been used prior to the installation of such utilities on such portion of the Property for construction of improvements whose plans were approved pursuant to this Declaration by the Company, or (b) may be designated as the site for a building on a site plan which has been approved in writing by the Board. The foregoing easement includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action necessary to provide economical and safe utility services and to maintain reasonable standards of health, safety, and appearance. The Board will use its reasonable efforts to locate utility services along two (2) boundary lines of a Residential Lot.

Section 14. Wells, Pumping Stations, Etc. The Board may locate wells, pumping stations, siltation basins, and tanks on the Property, provided, however, that it shall not do so on any Residential Lot without the prior written consent of the Owner thereof .

Section 15. Topographical Changes. Topographic and vegetation characteristics of any Property shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting, or any other means without the prior written approval of the Board. Should written notice be served by the Board upon any Owner requiring corrective alteration of topographic and vegetation characteristics pursuant to Sections 16 or 17 of this Article I, such notice shall be deemed to constitute the approval required herein.

Section 16. Removal of Trees. No trees (other than those that are dead or diseased) measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the prior written approval of the Board. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property.

Section 17. Erosion Control. Provided that the Board has given an Owner written notice of action required to establish and maintain effective erosion control on any Residential Lot, and the Owner has failed to take such action within seven (7) days of the date of such notice, the Board shall have the right to enter upon any Residential Lot Property to perform action required to establish and maintain effective erosion control.

Section 18. Control of Vegetation. Provided the Board has given written notice to an Owner of the presence of underbrush, weeds or other unsightly growth that in the Board's opinion detracts from the overall beauty, setting and safety of the Property, and the Owner has failed within thirty (30) days of the date of such notice to correct such condition, the Board may enter upon any Property to mow, remove, clear, cut or prune such underbrush, weeds, or other unsightly growth.

Section 19. Easement for Pest and Fire Control. The Board reserves a perpetual, alienable, and releasable easement and right on, over and under any Property to dispense pesticides and take other actions necessary or desirable to control insects and vermin and to control fires on any Property or any improvements thereon.

ARTICLE II: ADDITIONAL RESTRICTIONS AFFECTING COMMON PROPERTY

Section 1. Right to Convey. The Board reserves the right to transfer, sell, convey, give, donate, or lease to any third party any portion of the Common Property, subject to the provisions of this Article II and all other restrictions or limitations which the Board shall elect to impose.

Section 2. Easement in Common Property. An easement in the Common Property is hereby granted to the Owners, Tenants, and their guests, which easement shall entitle such Owners, Tenants, and guests to enjoy the Common Property subject to rules and regulations established from time to time by the Board and subject to the restrictions contained herein. The granting of the foregoing easement in no way grants to anyone other than Owners, Tenants and their guests the right to enter the Common Property without the prior written permission of the Board.

Section 3. Improvements. The Common Property may be improved and employed with facilities for social, recreational and Community buildings, public and private clubs and other recreational facilities, and indoor and outdoor recreational establishment. Such facilities may include, but shall not be limited to, appropriate buildings, structures, roads, driveways, parking areas and utility equipment.

Section 4. Board's Right of Access. The Board reserves the right to enter upon the Common Property to construct, landscape, maintain and operate any improvements located thereupon. The Board further reserves the right to authorize the construction, landscaping, maintenance or operation of such facilities within the Common Property by the Association or any other third party.

ARTICLE III: ADDITIONAL RESTRICTIONS AFFECTING RESIDENTIAL LOTS

Section 1. Minimum Size Requirements. Plans required under Article I of this Declaration shall be approved only if the proposed house, dwelling unit, or other structures will have the required minimum square footage of enclosed finished dwelling space (excluding garages, terraces, decks, open porches, screened porches, and similar areas) to be specified in each sales contract and stipulated in each deed.

Section 2. Use. All Residential Lots shall be used solely for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a Residential Lot as an office by an owner or Tenant shall be considered a residential use provided that, in the opinion of the Board, such use does not create undue customer or client traffic, as determined by the Board, to and from the Residential Lot.

Section 3. Permitted Structures. No structure shall be erected, altered, placed or permitted to remain on a Residential Lot other than one (1) detached single family dwelling and one (1) small one-story accessory building (which may include a detached private garage), provided that, in the opinion of the Board, the use of such accessory building does not overcrowd the Lot. Such accessory building may not be constructed prior to the construction of the detached single family dwelling.

Section 4. Guest Wings. A guest suite or like facility without a kitchen may be included as part of the single family detached dwelling or accessory building on any Residential Lot provided, however, that, in the opinion of the Board, such suite will not result in overcrowding the Lot, as determined by the Board. No such suite or facility may be rented or leased except as part of the rental or lease of all improvements on the Residential Lot.

Section 5. Completion of Exterior of Improvements. The exterior of each detached single family dwelling and all other structures on all Residential Lots must be completed within one (1) year after the construction of same shall have commenced except where such completion

is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities, and may not be occupied, whether temporarily or permanently, until such exterior is so completed. During the continuance of construction, the Owner of the Lot shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Provided the Board has given the Owner prior written notice of the Owner's failure to so complete such exterior, and the Owner has failed to complete or cause to be completed such exterior within thirty (30) days of the date of such notice, in the event such exterior is not so completed, the Board shall be entitled to take any action necessary to complete such exterior or, if, in the Board's opinion it is appropriate to do so, to demolish any uncompleted improvements and restore the Residential Lot to its condition prior to the commencement of construction, and assess the expenses for the same to the Owner of the Lot.

Section 6. Screening or Facilities. Each Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar, storage receptacles, electric and gas meters, air conditioning, equipment, clotheslines, and other unsightly objects may be placed or stored in order to conceal them from view of the road and adjacent Property. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground at locations approved in writing by the Board prior to installation.

Section 7. Garbage Pickup. Trash containers may be placed at the curbside the evening prior to garbage pickup and shall be returned to the screened area required by Section 6 above by the morning of the day after the garbage is collected.

Section 8. Limitation on Types of Structures. No mobile home, trailer, tent, barn or other similar outbuilding or structure shall be placed on any Residential Lot at any time, either temporarily or permanently. Boats, utility trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be placed or stored on a Residential Lot, but only within an approved enclosed or screened area such that they are not generally visible from adjacent Property.

Section 9. Temporary Structures. No structure of a temporary character shall be placed upon any Residential Lot at any time, other than shelters or temporary structures used by the contractor during the construction of the detached single family dwelling, the design and color of which have been approved in writing by the Board. No permitted temporary shelter may remain on a Residential Lot after completion of construction of the detached single family dwelling.

Section 10. Limitation on Antennas, Etc. The following devices do not require prior written approval of the Board provided they are erected, used and maintained in strict conformance with the standards set forth herein: (a) one roof antenna for television reception, provided, however, the antenna shall not extend more than ten (10) feet above the highest point of the roof or (b) one satellite dish, provided, however, the dish antenna must not exceed eighteen (18) inches in diameter, shall not be visible from any street, shall be screened from view of any adjoining Residential Lot(s), street(s) and/or Common Property and shall be located on

the rear of the house either just below the roof ridge or on the fascia board below the roof eaves. Any cable associated with such satellite dish antenna shall be buried or shall be visible on the structure to which it is attached or extended.

Section 11. Subdivision. Except as set forth below, no Residential Lot shall be subdivided or its boundary lines changed without the prior written consent of the Board. Two (2) or more contiguous Residential Lots may be combined by an Owner into one (1) larger Residential Lot, and, in such event, only the exterior boundary lines of the resulting larger Residential Lot shall be considered in the interpretation of this Declaration.

Section 12. Docks. No dock, pier or other structure, or any portion thereof, shall be constructed below or channelward of the high-water mark of any water course within or adjoining the Property or any portion thereof by the Owner of any Residential Lot or the Tenant of any such Owner or by the Association. The only such structures permitted within the Property shall be in connection with the improvements to be known as the "Gatling Pointe Yacht Club".

ARTICLE IV: PROPERTY RIGHTS IN COMMON PROPERTY

Section 1. Easement of Enjoyment. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member, every guest of such Member, and employees and agents of the Association shall have an easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot. A Member's spouse, parents, children and grandchildren who reside with such Member in Gatling Pointe shall have the same easement of enjoyment hereunder as a Member.

Section 2. Extent of Members' Easements. The easement of enjoyment created hereby shall be subject to the following rights of the Association:

(a) To borrow money from any lender for the purpose of improving end/or maintaining the Common Property and providing services authorized herein, or any other purpose permitted by the Articles of Incorporation of the Association, and, in aid thereof, to mortgage said Property, provided that any such mortgage is with the prior consent of two-thirds (2/3rds) of the Members, which consent may be evidenced by petition or an affirmative vote at a duly called meeting;

(b) To take such steps as are reasonably necessary to protect the Common Property against foreclosures;

(c) To suspend the easement of enjoyment of any Member or guest of any Member for any period during which the payment of any assessment against a Residential Lot owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for

any infraction of its published rules and regulations, it being understood that any suspension for nonpayment of any assessment shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(d) To charge reasonable admission and other fees for the use of recreational facilities and services on the Common Property;

(e) To dedicate or transfer appropriate easements to any public or private utility on any part of the common Property; and

(f) To give or sell all or any part of the Common Property including leasehold interests, subject to the limitations and restrictions imposed by the General Property Covenants and all other restrictions and limitations of record at the time of any such gift or sale, to any public agency, authority, public service district, utility, or private concern for such purposes and subject to conditions as may be agreed to by the Members, provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfer, and determination as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4ths) of the votes cast at a duly called meeting of the Members. Upon any such conveyance, a true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and annexed to the deed and recorded therewith in the Clerk's Office. Such certificate shall be conclusive evidence of authorization by the Membership. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its discretion.

ARTICLE V: COVENANTS FOR ASSESSMENTS

Section 1. Covenant to Pay Assessments. Each Owner of a Residential Lot at the time any such assessment first becomes due covenants to pay to the Association annual assessments and special assessments for the purposes as provided for in this Article. In the case of co-ownership of a Residential Lot such co-owners shall be jointly and severally liable for the entire amount of any assessments.

Section 2. Purpose of Assessments. Assessments shall be used exclusively to improve, maintain, enhance, enlarge, and operate the Common Property, and to provide services which the Association is authorized to provide. Special assessments shall be used exclusively for the purposes set forth in Article VII of this Declaration.

Section 3. Annual Assessment. The initial Annual Assessment shall be in the amount of 40 Dollars (\$40.00) per calendar quarter for each Unimproved Residential Lot and the sum of Forty Dollars (\$40.00) per calendar quarter for each Improved Residential Lot. The initial Annual Assessment shall be levied for the remainder of 1988 commencing no later than October 1, 1988.