

**PROPERTY STANDARDS
ARCHITECTURAL GUIDELINES
&
RULES & REGULATIONS**

**751 SOUTH Community Association, Inc.
&
751 SOUTH Townhome Owners
Association, INC.**

REVISED SEPTEMBER 2021

This documents regulates the display of political signs and regulates the display of the flag of the United States of America, or any national flag, and the State of North Carolina, or any state flag.

APPEARANCE STANDARDS RULES & REGULATIONS

Definitions

AAC- Architectural Approval Committee

Leasing of Residential Lots. Leasing of Townhome Lots, Attached Dwelling Units and Single Family Lots shall only be undertaken with the following restrictions:

(a) Any Owner who rents or leases his or her Lot to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Lot is occupied by such tenant. **The minimal rental period is six (6) months.**

(b) No Owner shall lease or rent less than an entire Lot. Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Governing Documents and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Governing Documents. **No Owner shall place a "For Rent" sign or other such similar sign on its Lot to advertise the Lot for rent.**

(c) In the event an Owner shall rent or lease his or her Lot such Owner shall immediately give to the Association in writing:

(i) the name of the tenant and the Lot rented or leased;

(ii) the current address of such Owner;

(iii) a true and complete copy of the lease or rental agreement; and

(iv) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.

(v) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

(vi) With respect to any tenant or any person present on any Lot other than the Owner and the members of the Owner's immediate family permanently residing with the Owner on the Lot, if such Person shall materially violate any provision of the Declaration, the Articles, the Bylaws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the Owners or shall willfully destroy Common Area property or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such Person and, where necessary, to enjoin such Person from returning. The expense of such action including attorneys' fees may be assessed against the applicable Owner and collected as a special assessment pursuant to Article VI of DCCR. The foregoing is in addition to any other remedy available to the Association. The Association shall provide notice to the Owner of a leased Lot concurrently with any notices sent to the tenant of such Lot, and such Owner shall have the right to participate in any hearing or eviction proceeding. The right of eviction provided for herein shall be included in all leases or rental agreements between an Owner and a tenant, but the omission from a lease or rental agreement of such provision shall not affect the Association's right to evict as permitted herein.

Lot Maintenance

It is the responsibility of each homeowner to maintain his/her property in such a way that it adds to the overall beauty and harmony of the subdivision. Each homeowner should take this responsibility seriously, as failure to do so can negatively impact the value of your own property, surrounding properties, and the subdivision as a whole.

There are many areas in and around the home, which should be inspected, regularly to insure the property is in good repair. These include, but are not limited to:

- Lawn care
- Trimming of trees and shrubbery
- Landscaping
- Decks
- Fences
- Driveways and sidewalks
- Playground equipment
- Paint
- Roofing
- Garbage/Recycling can storage
- Debris and trash removal

Deterioration

If at any time the Board of Directors is made aware of a property that has deteriorated to the point that it is affecting the aesthetics of the community, the homeowner will be given a specified period of time in which to make the necessary repairs. If, after that time, the repairs have not been corrected to the satisfaction of the Board, the Board has the obligation of enforcement as described in the Declaration of Covenants, Conditions and Restrictions for 751 South Homeowners Association.

Temporary Structures Prohibited

No temporary structure, including a construction trailer, sales trailer, partially completed Dwelling, tent or other temporary structure, shall be used on any portion of the Property at any time as a Dwelling Unit (provided, however, the foregoing shall not prohibit or restrict use of a utility apartment in connection with a Detached Dwelling Unit when approved as provided in this Declaration).

Animals

No animals of any kind (including livestock, reptiles or poultry) shall be kept or Maintained on any portion of the Property used for residential purposes (whether single-family or multi-family) or in any Dwelling used for residential purposes (whether single-family or multi-family) except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for breeding or other commercial purposes; that they do not create a nuisance (in the judgment of the Board), by number of animals, noise, odor, damage or destruction of property, animal waste, or any other reason; and further provided that they are kept and maintained in compliance with all applicable Legal Requirements and such rules and regulations pertaining thereto as the Board may adopt from time to time, which rules and regulations may include requirements that all such animals be kept on a leash whenever they are anywhere on the Property other than on the Owner's portion of the Property, and, unless consented to by the Owner of such Facility, **all such animals shall at all times be kept out of each Recreation Facility.** Pets are not permitted at playgrounds, inside pool fence or anywhere inside amenity center, with the exception of certified handicap assistance animals.

The Owner responsible for an animal being on the Property shall promptly clean up or remove from the Property all solid bodily wastes from that animal.

Notwithstanding the foregoing, in no event shall more than two (2) dogs and two (2) cats be regularly kept on any Lot or in any Dwelling Unit.

Each Owner who keeps or Maintains any animal upon any portion of the Property used for residential purposes (whether single-family or multi-family) shall be deemed to have indemnified and agreed to hold harmless the Association, all other Owners, and the Declarant, from and against any loss, claim for damages to person or property, cause of action, or liability of any kind, including all costs of defending against same (including reasonable attorney fees), arising out of or resulting from such keeping or Maintenance of the animal on the Property, including any actions of the animal. An easement over and

upon the Property hereby is reserved for the City to exercise and enforce all applicable Legal Requirements relating to animal control.

Basketball Goals

Permanent basketball goals require prior approval of the AAC. Portable basketball goals are permitted, provided that they are stored in the rear third of the driveway (closest to the garage) and kept erect and in good repair at all times. No basketball play should occur in the streets of the community for safety of participants and drivers. Basketball play should cease after dusk to prevent noise nuisance to adjacent residents.

Recreational Vehicles Prohibited

Boats, etc. No motorboat, houseboat or other similar water-borne vehicle, airplane, travel trailer, other trailer, or "camper" vehicle shall be Maintained, stored or kept on any portion of the Property except in (i) enclosed garages or (ii) storage areas whose size, location and screening materials are approved by the AAC.

Use of the Properties

Except as otherwise allowed by this Declaration, no residential Lot shall be used for commercial purposes.

Home Businesses and Other Activities

An Owner may maintain an office or home business in such Owner's Dwelling if the Owner is a Builder or: (i) such office or home business is operated by the Owner or a member of the Owner's household residing in the Dwelling; (ii) there are no displays or signs indicating that the Dwelling is being used other than as a residence; (iii) such office or business does not generate significant traffic or parking usage (as determined by the Board) by clients, customers or other Persons; (iv) no equipment or other items related to the office or business is stored, parked or otherwise kept outside of an approved enclosure; (v) such Owner has obtained from the City, and maintains in effect, all required approvals for such use; (vi) the activity is consistent with and complies with all Legal Requirements; (vii) no person is employed in such office or home business except for the Owner or the members of the Owner's household residing in the Dwelling; and (viii) the Owner has obtained prior written approval from the Board and thereafter registers annually with the Association as long as the operation of the home business continues. As a condition to such use, the Board may require the Owner to pay any increase in the rate of insurance, trash removal, utilities or other costs for the Association or other Owners which may result from such use. Garage sales, yard sales and similar activities shall be conducted only in accordance with the rules and regulations adopted by the Association and all applicable Legal Requirements. Nothing herein shall prohibit a builder of the initial improvements on the Property from operating a model home or utilizing a model home as an office for sales purposes within the Property.

Hunting and Discharge of Firearms

Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within the Property is prohibited, unless required for public safety.

Lighting

No exterior lighting on any portion of the Property shall be directed outside the boundaries of such portion of the Property, except for required street and parking lot lighting and as otherwise approved by the AAC. Floodlights directed toward a Dwelling or other building shall be permitted when used in a reasonable manner. All exterior lighting that is not in conformity with applicable architectural guidelines, if any, shall be approved in writing by the AAC prior to the installation or use thereof.

Holiday lighting is permitted thirty (30) days prior to a recognized holiday and must be removed within 15 days after the holiday.

Motorized Vehicles & Parking

All motorized vehicles operating within the Property, including automobiles, motorcycles, and trucks,

must have proper and adequate mufflers. Each Owner shall provide for adequate parking space on such Owner's Lot all motorized vehicles and bicycles belonging to household.. No vehicles of any kind or any other apparatus designed for movement over and upon streets or highways (whether self-propelled or not) shall be parked in the Common Property.

Commercial trucks and flat bed trailers owned by or under the control of any Owner or such Owner's family members, agents, contractors, lessees or contract purchasers, shall not be parked overnight within the Property, with the following exception: unless prohibited by applicable Legal Requirements, vehicles used in connection with the construction of Improvements within the Lot may park overnight in such areas. The foregoing restriction on trucks and trailers is not applicable to private, non-commercial trucks, vans, mini-vans and sport utility vehicles.

Recreational vehicles (including but not limited to motorized campers, four wheelers, boats, canoes, kayaks, dirt bikes and similar vehicles), utility trailers, camper, commercial weighted vehicles and the like are prohibited in all parking areas on the Property except where may be specifically provided by the Declarant or the Board. Notwithstanding the foregoing, golf carts shall be permitted in such areas of the Property as are designated by the Board. In addition to and supplemental to the foregoing, except as prohibited by applicable Legal Requirements the Association may promulgate and enforce rules and regulations relating to parking by Owners and Owners' family members, agents, contractors, lessees or contract purchasers within the Property.

Noises

No Person shall cause any unreasonably loud noise, except for security devices used in the manner intended therefor, anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property. Provided, however, the prohibition against noises contained in this Section shall not preclude or limit activities on any Common Property or Recreation Facility, when such activities are conducted in accordance with any applicable rules and regulations of the Association, including, social events, swim meets or tennis exhibitions or matches. **Residents who are disturbed by noise offenses should contact the non-emergency number for Durham Police Department at 919-560-4500.**

Nuisance and Other Matters

No noxious or offensive activity shall be conducted upon any portion of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trade materials or inventories shall be stored upon any portion of the Property and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind shall be stored, regularly placed, or allowed to remain on any portion of the Property unless adequately screened as approved by the AAC, except that trash, leaves, tree limbs, materials for recycling pick-up and similar items may be kept or placed temporarily and only for such time as is reasonably necessary to enable the City or appropriate private entity to remove same, and inoperable motor vehicles may be stored if the same are kept entirely in an enclosed garage.

Seasonal Decorations& Holiday Lighting

Temporary "Seasonal Decorations" related to a holiday, religious observation, national/state observation, cultural observation, celebration, or seasonal event generally do not require approval from the ACC, but must meet the criteria listed above; however, such temporary decorations shall not be displayed earlier than 30 days prior to an event and must be taken down within 15 days following the event.

Signs and Flags

No sign of any kind shall be displayed to the public view on any portion of the Property except for signs which are approved by the Declarant (during the Development Period, and thereafter, by the Board or Architectural Approval Committee) and which are for one or more of the following purposes: (i) advertising a portion of the Property for sale or rent; (ii) advertising the building contractor constructing Improvements on a portion of the Property during the initial construction and sales period; (iii) identifying the sales office and/or model home of the Owner of a Development Parcel, Lot or

Unsubdivided Land; (iv) identifying the subdivision name of the Property or of a phase, section or subdivision of the Property, or the number or street address of any portion of the Property; (v) identifying any portion of the Common Property; (vi) signs required by the City, whether or not approved by the Declarant; (vii) any other purpose approved by the Declarant (or by the Association, following the end of the Development Period); and (viii) as to any portion of the Property developed for commercial purposes, signs advertising the business present within the commercial development (so long as such signs are in compliance with all applicable sign ordinances). However, the foregoing limitations shall not restrict or prohibit the Declarant (or, at the appropriate time, the Association) or the City from Maintaining on any portion of the Property signs describing the identity, location, or "for sale" character of the Property, or portions thereof, or signs identifying various elements of the Property, or regulatory, street and directional signs. All signs Maintained on any portion of the Property must comply with all applicable Legal Requirements.

Notwithstanding anything to the contrary herein, the following provisions of this Paragraph shall apply to the Property. The display of political signs is permitted; provided, however, there shall be no display of political signs earlier than 45 days before the day of the election nor later than seven days after an election. Further no political sign may be larger than 24 inches by 24 inches in accordance with N.C.G.S. 47F-3-121 of the Act. For purposes of this section a political sign means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on an election ballot.

Further, no pole or other device for the display of decorative flags shall be erected or displayed on or about any Townhome Lot, Single Family Lot, or in the Common Elements unless approved in advance by the Association. In the event that the Association approves installation of a pole or device for the display of decorative flags, any such flags displayed by any Owner shall be in good taste and shall not contain lewd or offensive displays or material.

The display of the flag of United States or North Carolina is permitted as long as its size is no greater than 4 feet by 6 feet and it is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. § 5-10, as amended. No flag (North Carolina or United States included) of a size greater than 4 feet by 6 feet shall be displayed or erected on or about the exterior of any Lot or Common Element.

Storage and Use of Grills and Open Flame Devices.

Owners, and their Residents, Tenants, and Guests, shall at all times be in compliance with the Fire Code of the North Carolina State Building Code and any rule, restriction, or regulation adopted by the Association or the Declarant for storage or use of Open-Flame Devices upon Townhome residences, Single-Family residences, and Common Areas, including any clubhouse, cabana, gazebo, or other structure constructed upon Common Area. "Townhome" shall be defined as any attached residence in the Community with a shared or common wall.

The Association prohibits the storage or use of any devices that have an open-flame, including but not limited to cooking, heating, or decorative devices fueled by charcoal, wood, or liquefied petroleum (LP), butane, kerosene, oil, or propane gas or within 10 feet of the amenity structure or any combustible building materials of structures, furniture, or assets owned, insured, or maintained by the Association or the Declarant, including on any Townhome balcony. "Decorative devices" shall include but not limited to tiki torches.

The storage and use of any open-flame grills or LP gas container having a capacity greater than 2.5 pounds is a fire hazard and is strictly prohibited within ten feet (10') of combustible building materials of structures, furniture, or assets owned, insured, or maintained by the Association or the Declarant, including on any Townhome balcony. "Grills" shall be defined to include charcoal or gas fueled cooking devices.

See Sections 308.3.1 and 308.3.2 of the Fire Code for more details.

http://ecodes.biz/ecodes_support/free_resources/2006NorthCarolina/fire/PDFs/Chapter%203_General%20Precautions%20Against%20Fire.pdf

Window Coverings & Awnings

No metallic foil or other coating, substance, or material which acts as a reflector of light shall be placed or installed on windows on a Lot. Window coverings, including but not limited to drapes, curtains, blinds, and sheers, must be a solid color, non-pattern in white, off-white, beige, taupe, or a similar color on the side visible. See Exhibit B for Awning information.

Yard Sales

The barter, sale, or exchange of new or used personal property at any Lot, commonly referred to as "yard sales," "moving sales," "estate sales," "attic sales," "rummage sales," and/or "garage sales," will be allowed only if sponsored by the Association.

ARCHITECTURAL STANDARDS, SPECIFICATIONS & PROCEDURES

Architectural Approval Committee Jurisdiction and Purpose. With respect to all portions of the Property, except for ordinary and routine repairs and Maintenance, and excluding areas within a Dwelling or other building visible from the exterior only because of the transparency of glass doors, walls or windows, no site preparation, no change in grade or slope, no construction of any Dwelling or other building or Improvement, and no exterior additions or alterations to any Dwelling or other building or Improvement, shall be commenced, nor shall any of the same be placed, altered or allowed to remain thereon, until the Architectural Approval Committee (AAC) has approved in writing the Plans therefor. The AAC is established to assure that the Property and Improvements thereon are constructed and Maintained in a manner that provides for harmony of external design and location in relation to any surrounding Improvements, natural features and topography, that avoids Improvements deleterious to the aesthetic or property values of the Property, and that promotes the general welfare and safety of the Owners. Notwithstanding anything to the contrary expressed or implied herein, all Improvements constructed or Maintained by the Declarant or the Association, all portions of the Property owned by the Declarant, all Common Property, and all portions of the Property owned by the City are specifically excluded from the requirements of this Article.

Notwithstanding the foregoing, as to any Builder selected by Declarant, Declarant will provide approval of all matters included within the definition of "Plans." Once granted, such approval shall be irrevocable and binding on the AAC as to any Lots owned by such Builder or subject to any contract to purchase of Builder. Once approval is granted, a Builder shall not be obligated to obtain approvals from the Board or Committee for improvements that conform to the Plans.

Composition. Declarant has the sole and continuing right to appoint, remove and replace any or all of the members of the AAC. Following the end of the Development Period, the Board has the sole and continuing right to appoint, remove and replace any or all of the members of the AAC, unless the Declarant, in the Declarant's sole option, and as applicable herein, extends the Development period solely for the purposes of appointing the AAC or approving Plans pursuant to Article X of this Declaration for initial Improvements on the Property. The AAC shall consist of not less than three (3) or more than five (5) individuals, each of whom generally is familiar with the development design matters for the Property. In addition to the foregoing, at any time and from time to time the Declarant may assign to the Board its right to appoint, remove or replace members of the AAC, but the Board shall not assign its right to appoint, remove or replace such members.

During the Development Period the Declarant (and thereafter, the Board, subject to the exception herein provided), in its sole discretion, may at any time and from time to time appoint two separate AACs, one for the purpose of reviewing Plans for initial Improvements, and the other to review Plans for subsequent new Improvements and alterations or additions to existing Improvements, the specific division of authority between such AACs to be as specified by the Declarant (during the Development Period, and thereafter, by the Board). Each such AAC separately shall be subject to

and shall comply with the provisions of this Declaration applicable to the AAC, including the appointment, removal and replacement of its members and the review of Plans by the AAC. Upon the time that all of the initial Improvements have been completed on the Property, Declarant's sole and continuing right to appoint, remove and replace any or all of the members of the AAC, and to extend the Development Period for such purposes as provided for herein, shall end.

Procedure.

a. Unless otherwise permitted by any applicable architectural guidelines, not less than thirty (30) days prior to the commencement of any construction, alteration, addition, or placement of any Improvement requiring approval by the AAC, a completed Architectural Application and all required documentation to accompany that application shall be submitted to the AAC, in such format as the AAC may require. The Plans shall be submitted by or on behalf of the Owner of the portion of the Property subject to the request for approval. The AAC shall have the right to deny any Plans for Improvements which are not, in its sole discretion, suitable or desirable for the Property, including purely aesthetic reasons. Unless a written response is given by the AAC within thirty (30) days following its receipt of the required completed application, with all required plans and attachments and Owner has been notified by Managing Agent that application is complete and under review, the Plans shall be deemed approved. The written response of the AAC will be: 1) approval, 2) a denial, 3) a conditional approval, or 4) a request for additional information. A request for additional information shall be deemed a determination that the information submitted was incomplete or inadequate, and the thirty (30) day time period for further AAC response shall commence only upon receipt of the requested additional information. If conditional approval is granted, and construction, alteration, addition or placement of the Improvement thereafter commences, the conditions shall be deemed accepted by the applicant Owner, and the conditions imposed shall become fully a part of the approved

Plans.

Any modification or change in the Plans submitted to and approved by the AAC must again be submitted to the AAC for its inspection and approval in accordance with the foregoing requirements, or such other procedures as adopted by the AAC.

b. During the Development Period the Declarant (and, thereafter, the Board, subject to the exception herein provided) may from time to time adopt procedures for conducting the architectural reviews (including meetings of the AAC) and other duties of the AAC, provided that such procedures do not conflict with the specific requirements of this Declaration. Such procedures may be different for each AAC, but both AACs shall be subject to the specific procedural provisions contained in this Declaration. Such procedures may include reasonable fees for processing requests for approval and the right of the AAC, in its sole discretion, to procure the services of an architect or other consultant to assist the AAC in its review of any Plans, the costs of which shall be the responsibility of the applicant Owner, and shall be in addition to any fees due for processing the request for approval. Processing fees shall be payable to the Association at the time the Plans are submitted to the AAC, and the charges of the architect or other consultant shall be due and payable immediately to the Association upon its receipt of an invoice therefor. Before incurring any architect or other consultant charges, the AAC shall inform the applicant Owner and afford such Owner a reasonable opportunity either to agree to pay such charges or to withdraw the request for approval. The payment of such fees and costs, as well as other expenses of the AAC required to be paid, shall be deemed to be an individual assessment, enforceable against the applicant Owner in the same manner provided herein for enforcement of annual assessments.

c. The AAC, at any time and from time to time, subject to approval by the Declarant or the Board (whichever is applicable), may establish architectural guidelines for one or more types of Improvements to be constructed, altered, added or placed on any portion of the Property, which guidelines shall be fair and reasonable, and shall carry forward the spirit and intention of this Declaration. With respect to Improvements other than initial construction, the architectural guidelines may, but shall not be required to, allow Owners to construct, alter, add or place Improvements on the Property without submitting the Plans therefor to the AAC and going through the formal approval process provided for herein. Although the AAC shall not have unbridled discretion with respect to taste, design and the standards specified herein or in such guidelines, the AAC shall have broad discretion in considering and approving technological advances or general changes in architectural designs and materials in future years and shall use its best efforts to balance the equities between matters of taste and design and the use of

private property. Subject to the specific terms of this Declaration, different architectural guidelines may be promulgated and applied to different elements, within the Property. Such guidelines shall supplement, but not supersede, the provisions of this Declaration and may be more (but not less) restrictive than the specific provisions of this Declaration. Provided, however, if there is a conflict between any such guideline and the specific provisions of this Declaration, any Supplemental Declaration or any Subdivision Declaration applicable to any phase, section or subdivision in the Property, the provisions of this Declaration, such Supplemental Declaration or Subdivision Declaration shall control.

i. Approval by any AAC of any Plans shall not relieve the applicant Owner from any obligation to obtain all required City approvals and permits, and shall not relieve the applicant Owner of the obligation and responsibility to comply with all applicable Legal Requirements with respect to such Improvements.

ii. Approval of any particular Plans does not waive the right of the AAC or Board to disapprove the same or substantially similar Plans subsequently submitted, nor does such approval relieve an Owner of the requirement to resubmit such Plans for approval in connection with a portion of the Property other than the portion for which the Plans specifically were approved.

iii. Once an approval is given by the AAC, or approval is deemed to have been given by the AAC as provided in this Declaration, such approval shall not be revoked or withdrawn without the written consent of the Owner of the portion of the Property to which the approval applies.

Appeal.

With the exception of decisions rendered by an AAC consisting solely of members appointed by the Declarant, an applicant Owner who disagrees with the decision of the AAC may appeal the decision to the Board by giving written notice of appeal within fifteen (15) days following receipt of notice of disapproval. The Board then shall review the Plans and any additional information requested by the Board, and shall give the applicant Owner and the AAC a reasonable opportunity, at one or more meetings of the Board, to present evidence and arguments as to why the decision should be affirmed or overruled. Following the last such meeting the Board, by majority vote, either shall affirm or overrule, in whole or in part, the decision of the AAC, and shall notify the AAC and the applicant Owner of its decision within thirty (30) days following its decision.

Variances.

Notwithstanding anything to the contrary appearing herein, and subject to the provisions of this Section and any applicable Supplemental Declaration or Subdivision Declaration, during the Development Period the Declarant (and thereafter, the Board) and the AAC, when such authority has been conferred upon the AAC by the Declarant or the Board (whichever is applicable), may in its sole discretion grant one or more variances to any applicable building setback distances established by any applicable Supplemental Declaration or Subdivision Declaration. All such variances shall be evidenced by a written certification, in form suitable for recording in the Registry. When such variances are granted by the AAC, the certification may be executed either by a majority of the members of the AAC, or by any two officers of the Association. When a variance is granted, the Owner of the affected portion of the Property shall remain responsible for complying with all applicable Legal Requirements, including building setback distances.

Procedure for Violations of Architectural Guidelines or Declaration.

Prior to imposing a fine or other such sanctions on an Owner or other Occupant of the Property for violations of the Declaration, Bylaws or any rules and regulations of the Association, the following procedure will be followed:

a. Demand to Cease and Desist. Written demand to cease and desist from an alleged violation will be served upon the Owner responsible for such violation specifying:

i. The alleged violation

ii. The action required to abate the violation; and

iii. A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or of the rules and regulations of the Association may result in the imposition of the sanctions after notice and hearing.

b. Notice and Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice will contain:

- i. The nature of the alleged violation;
- ii. The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;
- iii. An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
- iv. The proposed sanction to be imposed.

c. Hearing. The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice together with a statement of the date and matter of delivery is entered by the officer, director, or other individual who delivered such notice. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any. The Board will establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over private roads and streets constituting Common Elements will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

Limitation of Liability.

Neither the AAC nor the members thereof, nor the Declarant, nor the Association, nor any members, managers, officers, directors, employees or agents of the Declarant or the Association, shall be liable in damages or otherwise to any Owner by reason of: (i) mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of Plans, or the failure to approve or disapprove, any Plans, except where the foregoing results from gross negligence or willful misconduct; or (ii) for any failure of approved Plans, or construction of any Improvements in accordance with approved Plans, to comply with any applicable Legal Requirements, including zoning and building codes.

HELPFUL SUMMARY OF WHEN PRIOR APPROVAL IS NEEDED FOR CHANGES *(NOTE: THIS IS NOT A COMPLETE LIST, BUT A LIST OF COMMON TYPES)*

The following are examples of the types of changes, additions or deletions that would either:

1. **REQUIRE** submittal of an "Architectural Request Form"
2. **NOT** require a submittal, or
3. Are **PROHIBITED**

While every effort has been made to identify all aspects of change, the owner who has doubt if his/her situation is adequately addressed should contact the ACC for guidance.

Throughout this document the term “*changes*” shall include additions and deletions.

A. Types of changes which **REQUIRE** submittal/approval:

1. Changes to the exterior of the home, such as:
2. Addition of:
 - a. Awnings.
 - b. Decorative lighting.
 - c. Porches.
 - d. New living space/room additions (**please note: Garage conversions are prohibited**)
 - e. Appearance, such as:
 - f. Color
 - i. Materials (such as siding).
 - ii. Other exterior changes, such as:
3. Outdoor Buildings/Structures
4. Decks, Back Porches, and Patios
5. Driveway extensions and parking pads
6. Enclosures (Garbage Can Screens or other enclosures)
7. Fences and privacy screens
8. Major landscaping, including retaining walls
9. Mailboxes
10. Parking
11. Play sets, swing sets, etc.
12. Other recreation or sport equipment (e.g., trampolines)
13. Live tree removal
14. Staining of decks

B. Specific changes which **DO NOT** require a submittal (Please note that when the set specifications are not met, an Application may be required. Please review each relevant section carefully):

1. Portable basketball goals (to be put away when not in use)
2. Birdbaths, fountains, birdfeeders, and birdhouses (in rear yards only)
3. Minor landscaping
4. Non-permanent children’s play equipment (excluding trampolines)
5. Periodic repainting and re-staining with the existing color for maintenance
6. Portable pools usable only by small children (to be put away when not in use)
7. Replacement of dead trees or shrubs
8. Small, discretely located, garden plots completely contained behind home
9. Small statues in the rear yard

Special changes/items which are PROHIBITED:

1. Window air conditioning units or window fans
2. Artificial vegetation or flowers
3. Animals other than household pets
4. Chain-link, vinyl, wire fences
5. Commercial advertising signs
6. Encroachment on other property
7. Metal or vinyl storage sheds
8. Metal swing sets
9. Parking of vehicles or trailers on soft surfaces, such as grass
10. Permanent clotheslines
11. Pools, above ground (except portable pools usable only by small children and emptied and stored in garage at the end of each use/day)
12. Unclean, unsightly, unkempt, unhealthy or unsafe conditions which tend substantially to decrease beauty or safety

13. Converting garages to living space
14. Dog pens, dog runs, dog houses
15. Plastic, wood, or vinyl portable, non-affixed garbage can screens

Deck Staining

Single Family Homeowners must submit an architectural application with a color sample of the stain for approval of the ACC

The Townhome Association has determined that they will undertake the responsibility for initial staining and periodic re-staining of the decks of all townhomes in the community. There will be a waiting period of at least 6-9 months after the decks are constructed before the deck staining will occur as the Association has been advised that the wood needs time to age/cure before applying the stain.

Should townhome owners want/need to touch up their decks between scheduled re-staining, the approved colors are:

Buildings with Brick or Partial Brick Facades:

Rails, Beams, Posts and Supports: Sherwin Williams Solid Stain in Leather (SW 3068)

Horizontal boards on the Deck: Sherwin Williams Semi-Transparent in Banyan Brown (SW 3522)

Buildings with Siding Only:

Rails, Beams, Posts and Supports: Sherwin Williams Solid Stain in Tobacco (SW 3039)

Horizontal boards on the Deck: Sherwin Williams Semi-Transparent in Hill Country (SW 3532)

Hot Tubs, Saunas & In Ground Pools

All hot tubs, saunas (located outside the residence), or pools must be submitted for AAC approval.

Information Required in Submittal:

- a. Plans and specifications showing the nature, kind, shape, height, and materials must be submitted.
- b. Plot Plan/Survey Map showing the location of hot tub, sauna, or pool.
- c. Plan for screening (fencing or natural landscaping screening).

Requirements:

- a. Any wood support structure must be the same color as the house or deck.
- b. Hot tub, sauna, or pool cannot be located within a buffer or easement.
- c. All Health Department regulations must be met.
- d. Hot tub, sauna, or pool must be screened from view from any street.
- e. Hot tub cannot be freestanding. It must be adjacent to the house.

Fencing, Walls, Hedges and Gate Installation

Location and type must be submitted to the AAC, along with plat plan with proposed location of fence. "Except as specifically approved in writing by the Architectural Approval Committee, no fence, wall or hedge shall be Maintained on any portion of the Property nearer to any street adjoining the front of such portion of the Property than the front corner of the Dwelling Unit or other main building thereon, and shall not exceed six (6) feet in height unless otherwise specifically required by the City. All fences, walls and hedges on the Property shall be Maintained at all times in a structurally sound and attractive manner and in a good state of repair. All fences, walls and hedges on the Property shall be of materials and design approved by the Architectural Approval Committee, and no fence, wall or hedge shall be Maintained on any portion of the Property until the Owner thereof has obtained written approval therefor from the ARB.

Please be advised that fences cannot be placed within the 5' easement and setback inside the property line for installation of dry utilities of alley load lots.

See Exhibit A for approved fence specifications

Trash Enclosures

- a. If trash cans are not kept in garages they must be placed in an enclosure of not less than 5' tall. These enclosures can be fence or some sort of landscaping hedge which has a means of access.
- b. Trash enclosures may be place in the side and rear yards. If a fence is provided, it shall match the design of other fences on the lot.

Play Equipment

Play equipment such as playsets, swingsets, and trampolines require prior approval of the AAC. Metal playsets are prohibited. All play equipment must be located in rear yard.

Satellite Dishes, Antennas and Other Attachments.

No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas and satellite dishes or other device for reception of television or radio signals) shall be made to the roof or exterior walls of any Dwelling or other building on any portion of the Property, nor shall the same be located on any portion of the Property outside of any Dwelling or other building, unless such attachments first shall have been submitted to and approved by the AAC, with the following exception: **Satellite dishes no greater than 39 inches in diameter may be placed on the rear roof line of a unit, with all associated wiring hidden from view without prior approval of the AAC.**

Generally, exterior antennas, satellite dishes greater than one meter (39 inches) in diameter or located in or on the front of a Dwelling or other building, will not be allowed on the Property. Provided, however, the Association shall not prevent access to telecommunication services in violation of any applicable Legal Requirement. Further provided: (i) an Owner may install an antenna permitted by any applicable architectural guideline upon prior written notice to the AAC; (ii) the AAC may approve other antennas in appropriate circumstances; (iii) the AAC may establish additional guidelines as technology changes; and (iv) approval of such devices will not be unreasonably withheld, conditioned or delayed. Further provided, the Board may install and maintain antennas, satellite dishes or similar equipment in or on the Common Property to serve the Property. No outdoor clotheslines shall be allowed on any portion of the Property.

Solar Panels

Solar panels / equipment shall not be installed without the prior written approval of the ACC. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building architecture as possible. This shall generally mean that the panels shall be roof mounted so that the top surface is as flush with the roof surface whenever possible, with all appurtenances recessed into the structure's attic. Solar panels should be located on the rear or side roof of a home whenever possible. The ACC will review in advance and approve in writing all equipment placement.

Storm Doors. Properly installed storm doors are permitted, provided that they are full height glass without cross members, white in color with narrow stiles. Color must match trim or door color.

Utility Yards.

A "utility yard" is an area within which one or more of the following is located: above ground garbage and trash cans or receptacles, above ground and exterior air-conditioning, heating and other mechanical equipment, meters, transformers and other utility equipment; and all other buildings, structures and objects determined by the AAC to be of a similar nature to the foregoing items or determined by the AAC to be of an unsightly nature or appearance. Each utility yard shall be walled or fenced or otherwise screened from view as required by the AAC. Provided, however: (i) this Section shall not prohibit location of trash cans, meters, transformers or other equipment in such places outside of utility

yards as required by the City or applicable public utility provider, as long as such items are screened from view as required by the AAC; (ii) this Section shall not prohibit a utility yards that serve more than one Dwelling Unit, it being specifically contemplated by this Declaration that, generally, each Lot on which a Detached Dwelling Unit is located will have its own, separate utility yard, and that Attached Dwelling Units and Apartments Units will not have their own, separate utility yards but will share utility yards with other Attached Dwelling Units and Apartment Units, as the case may be.

Tree Cutting.

No live trees with a diameter in excess of six (6) inches and a diameter of 18.75 inches, measured twelve (12) inches above the ground, nor "flowering trees" (such as dogwood or redbud) or broad leaf evergreens (such as holly, laurel or rhododendron) trees in excess of two (2) inches in diameter (a circumference of 6.25 inches), similarly measured, no live vegetation on slopes of greater than twenty percent (20%) gradient or marked "no cut" areas on architectural plans approved by the AAC, may be cut without the prior written approval of the AAC, unless necessary to construct Improvements based on Plans approved by the AAC or as reasonably required to prevent injury to Persons or property. The Board (or AAC, as delegated by the Board) may adopt rules and regulations for cutting of trees to allow for selective clearing or cutting. Provided, however, in no event shall live trees be cut or removed in violation of any applicable Legal Requirements.

Grading of Lot for Hardscape and Landscape Projects

a. Due to the topography of the site, grading information might be required on a lot by lot basis. 751 South will provide spot grades for the lots based on the Civil Plans. It will ultimately be the responsibility of the builder to ensure that water drains away from the house given the information provided.

b. Finished grades shall generally slope from the house to the sidewalks or parks at the front of the lot, swales at the common side yards and to the alleys or streets at the front, side and rear of lots.

c. All patios and other exterior hardscapes shall slope away from houses and garages. Grades on patios shall be in the 1% to 2% range maximum. Add yard drains and retaining walls if needed to control grades and water in patio areas where furniture needs to be reasonably level.

d. The following are slope guidelines to follow in 751 South

Driveways = .5% min, 20% max (10% cross slope max)

Walkways = .5% min, 10% max (4% cross slope max), 8% max ADA

Concrete Patios = .5% min, 2% max

Brick/Stone Patios = .75% min, 2% max

Lawn = 2% min, 25% max

Planted Slopes = 2% min, 30% max

Paint Colors for Exteriors of Homes, Additions, Modifications

A color palate has been selected from Sherwin Williams. Please base your selection of colors for the houses on this palate.

Landscape, Hardscape and Site Design

a. Landscape design is required to be approved prior to installation.

b. Bermuda Sod is the only turf approved for community. Artificial turf is not permitted.

c. All street tree replacements must be the same specimen type previously planted by Builder as indicated on the approved Site Plans.

Planting Beds

a. Planting beds should be edged with brick, slate or simple metal edging. No concrete curbs or plastic edging is allowed as edging material.

b. Use of tan, red or black mulch is not allowed in 751 South. Brown or dark brown hardwood mulch is permitted.

c. Use of pinestraw for mulch beds is not allowed in 751 South.

- d. Large mulch beds with no plantings are only permitted in areas not visible from the street.
- e. Stone or gravel mulching is not permitted.
- f. Lots with alleys at the side property lines should consider ground cover or shrub material to keep vehicular traffic off the property.
- g. A minimum of one (1) tree shall be placed on each lot.

Driveways and Sidewalks

- a. Driveways and sidewalks should be pavers or concrete. Stamped concrete or stamped asphalt is not allowed.
- b. Parking spaces visible from the street or other public right of way shall be screened with a structure, fence or tall hedge.

Accessory Buildings and Additions.

Owners who are planning to construct accessory buildings and additions to their home must also comply with all requirements set forth in the “751 South Design & Materials Guidelines,” established by the Declarant and available upon request or at the Association’s portal at www.charlestonmanagement.com.

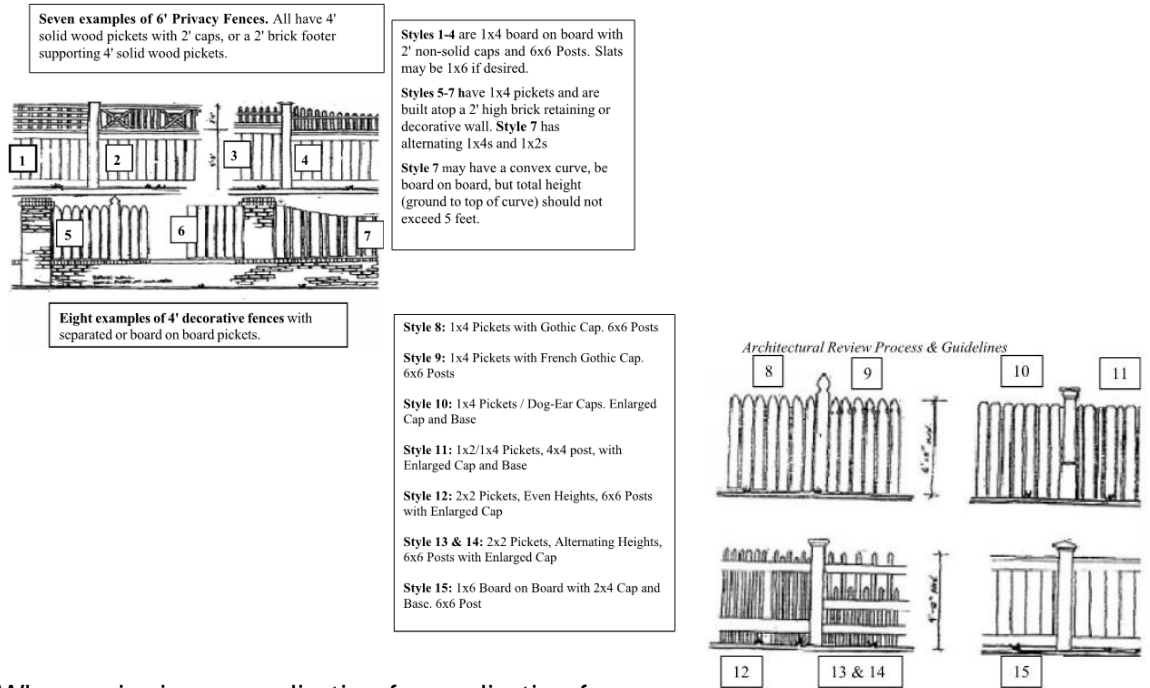
751 South Townhome Responsibility Chart

TOWNHOME RESPONSIBILITY CHART	Association	Home owner
Common areas:	X	
Fencing (originally installed)	X	
Landscaping installed by Builder	X	
Private roadways, street and alleyways	X	
Retaining walls	X	
Walkway from porch to sidewalk	X	
Lot:		
Decks	X	
Driveways	X	
Patio		X
Exterior doors, frames, and windows, frames and appurtenant hardware		X
Exterior building surfaces maintenance and repair	X	
Exterior glass (windows, patio doors), windows, and window frames, screens		X
Exterior light fixtures attached to unit	X	
Fencing (if originally installed)	X	
Foundation/ structural components of home, including water infiltration from exterior of home		X
Garage doors and appurtenant hardware		X
Gutter and downspouts	X	
HCVAC system		X
Improvements to lot/ additional landscaping added by home owner		X
Interior fixtures, electrical/ plumbing equipment/ utility pipes, lines, & fittings		X
Party walls		X
Painting/Staining exterior building surfaces	X	
Re-construction or replacement of lot improvements due to casualty		X
Roof repair and replacement (due to normal wear and tear)	X	
Sewer lines from clean-out to unit		X
Storm doors		X
Termite inspection/ warranty protection plan	X	
Maintenance of trees, landscaping and grass on lot (originally installed)	X	
Watering grass, plants, trees and landscaping		X
Replacement of dead plantings (except from non-watering/neglect)	X	
Damage to landscaping caused by residents, guests, pets		X
Negligence or damage of exterior of unit by home owner		X
<p>**In the event that the need for maintenance, repair and/or replacement is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in the NC Standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance, repair and/or replacement shall be the responsibility of the Owner.</p>		

FENCING DESIGNS AND REQUIREMENTS

Exhibit A

751 South has two types of fences: privacy and decorative. Privacy fences are generally located along the rear and sides of the lot. Decorative fences are typically located along the street and/or alley facing the front or side elevation of the house. Some examples of these types of fences are illustrated below:



3. When reviewing an application for application for approval of a fence installation the ARB will consider the following factors:
 - **Style and height:** Decorative fences are usually 2.5 to 3.5 feet high; privacy fences are up to 6 feet high. A board-on-board, solid wood privacy fence should not be more than 4 feet high, to avoid a “stockade-like” appearance.
 - **Setback:** The fence should be clear of lot lines and easements, with sufficient room for sprinklers and landscaping. **Front** decorative fences should be at least 2 feet off the sidewalk. **Side** privacy fences should run 1 foot inside to avoid any encroachment on neighboring property. **Rear** privacy fences for homes on alleys should be a minimum of 4 feet off the alley². Privacy fences for homes not on alleys may run along the rear property line.
 - **Finish:** The proposed fence finish should maintain the streetscape and be harmonious with its immediate surroundings. Accordingly, fences abutting a street or an alley must be painted white. If painted, fences must be painted on both sides of the pickets. In any case, all fences must be treated, painted or stained, after a sufficient curing time but no longer than six (6) months.
4. Any material except chain link fencing may be allowed. If an ornamental metal fencing is specified, it should be factory prefinished.
5. 4' high fences should be provided where trash receptacles, HVAC units, Electrical or Gas Meters are shown. Shrubs or hedges to screen these will also be considered.
6. The tops of fences should be horizontal and should not slope with the slope of the finished grade. This means that the top of the fencing is required to step with the grade rather than slope with it. The bottom of the fence shall slope with the finished grade.
7. “Living Fences” will be considered on a lot by lot basis and can only be installed in the rear and along the sides of the lots that are not exposed to street views.
- g. All foundation plantings shall be an evergreen type of material.
- h. Lots with considerable slope between the front porch and the sidewalk, may be required to have a garden wall built along the front of the lot of reduce the slope between the finished grade and house/sidewalk.

EXHIBIT B

751 South Retractable Awning Specifications

Owners must submit a completed architectural application with an elevation drawing or photo of rear deck/patio area with dimensions/location of the retractable awning noted and drawn on the document.

The application must also include the Owner's TOP THREE color choices for awning fabric.

There is an anti-monotony policy for the awning fabric. No repeating colors or patterns will be permitted on any one building. The same color/patterns may not be repeated on the end units of two buildings if they are directly adjacent to each other.

The approved fabric manufacturer is Sunbrella and the approved color/pattern selections are listed below and samples are attached.

Captain Navy
Marine Blue
Burgundy
Terracotta
Silver
Beaufort Black & White
Manhattan Fog
Manhattan Classic
Putty Regimental
Beaufort Forest
Cooper Navy

Some owners have requested info on authorized vendors/contractors for this work. Owners may select the contractor of their choice as long as that contractor utilizes the approved fabric manufacturer and colors/patterns. A local firm consulted regarding the awning specifications, but not a required vendor is:

DAC Awnings, Inc

Architectural Fabric & Metal Canopies

6709 Mount Herman Church Rd
Durham, NC 27705

www.dacawnings.com

w. 919-309-4444

Sunbrella® Awning Stripes

Putty Regimental

Item Width Style
874961 46" 4961-0000

REPEAT: 3.8"W
SELVEDGE: →
Sunbrella Acrylic



FOR MORE INFORMATION CONTACT YOUR TRIVANTAGE SALES REPRESENTATIVE OR CALL 800.786.1876 WWW.TRIVANTAGE.COM

SUNBRELLA® AND TRIVANTAGE® ARE REGISTERED TRADEMARKS OF GLEN RAVEN, INC.

Sunbrella® Awning Stripes

Beaufort Forest Green /

Item Width Style
874806 46" 4806-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic



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Sunbrella® Awning Stripes

Cooper Navy

Item Width Style
874987 46" 4987-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic



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Sunbrella® Awning Stripes

Manhattan Classic

Item Width Style
874789 46" 4789-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic



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Sunbrella® Awning/Marine
Solids 46 in.

Item	Width	Style
874678	46"	4678-0000
721812	60"	6078-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic
TRIVANTAGE
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Sunbrella® Awning/Marine
Solids 46 in.

Item	Width	Style
874622	46"	4622-0000
721744	60"	6022-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic
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Sunbrella® Awning/Marine
Solids 46 in.

Item	Width	Style
874646	46"	4646-0000
721780	60"	6046-0000
722346	80"	80046-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic
TRIVANTAGE
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Sunbrella® Awning/Marine
Solids 46 in.

Item	Width	Style
874631	46"	4631-0000
721765	60"	6031-0000
722331	80"	80031-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic
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Sunbrella® Awning Stripes

Beaufort Black / White 6 Bar

Item	Width	Style
874704	46"	5704-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic

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Sunbrella® Awning Stripes

Manhattan Fog

Item	Width	Style
874876	46"	4876-0000

REPEAT:
SELVEDGE: →
Sunbrella Acrylic

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Sunbrella® Awning/Marine
Solids 46 in.

Silver

Item	Width	Style
874651	46"	4651-0000
721785	60"	6051-0000

REPEAT:

SELVEDGE: →

Sunbrella Acrylic
TRIVANTAGE 

FOR MORE INFORMATION CONTACT YOUR TRIVANTAGE SALES REPRESENTATIVE OR CALL 800.738.1876. WWW.TRIVANTAGE.COM
SUNBRELLA® AND TRIVANTAGE® ARE REGISTERED TRADEMARKS OF GEN SlACK INC.