

CHINQUAPIN HOMEOWNERS ASSOCIATION, INC.

Declaration & Design Guideline EXTRACTS



Revision: —, adopted 25Aug2026

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Section 1. Introduction

This document provides extracts from the Declaration of Covenants, Conditions and Restrictions for Chinquapin as amended to summarize many of the applicable conditions which owners are obligated to comply with. This document is not expansive and does not portray all aspects of the Declaration; rather it presents items which are deemed to be most helpful to owners in their day-to-day enjoyment of their property. This is intended to facilitate understanding of the Declaration in a simplified, common-sense manner.

In addition, this document also provides similar extracts from the Design Guidelines to present some of those items which owners should be aware.

1.1 Organization

Section 2 of this document provides selected extracts from the Declaration. These extracts are presented in subsections formatted to the left-hand side of the page. The right-hand side of the page are various graphical “call-outs” which provide a simplistic explanation of the corresponding Declaration text. This technique is utilized to simplify the complexity of the Declaration.

Section 3 of this document, similarly provides selected extracts from the Design Guidelines presented in the same manner as Section 2.

Section 2. SELECTED EXTRACTS from DECLARATION

The following subsections provide selected extracts from the Chinquapin Declaration.

2.1 Definitions

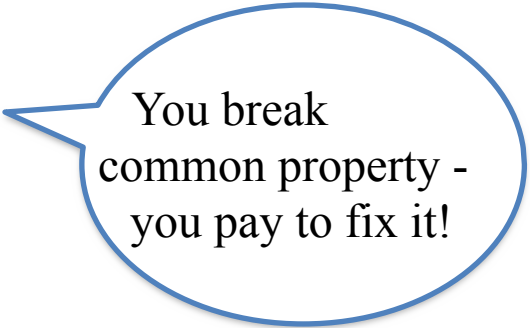
"Improvements" shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to, (a) site preparation and clearing (including the removal of trees or changes in grade or slope; (b) the location, materials, size and design of all buildings and roofed structures (including any exterior devices attached to or separate from such buildings or structures, such as heating and air conditioning equipment, solar heating devices, antennae and satellite dishes); (c) improvements such as storage areas, driveways, parking areas, fences, pet runs, walls, landscaping, hedges, mass plantings, poles, clothes lines, swimming pools, hot tubs, jacuzzis, tennis courts, treehouses, basketball goals, skateboard ramps, signs and exterior illumination; and (d) changes in any exterior color or shape of any dwelling, building or other improvement that has previously been constructed. This definition of Improvements includes both original Improvements and all later changes to Improvements. This definition of Improvements excludes any interior design or interior construction with regard to any dwelling or other building. Improvements to be made to any Lot shall be subject to the provisions of this Declaration, including, without limitation, approval of the Design Review Committee as contemplated in Article VII of this Declaration.



“Improvements”
are basically
everything added or
modified on a lot.

2.2 Damages Caused by an Owner

Each Owner is legally responsible for damage inflicted by such Owner on any Common Property, and the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover damages from the responsible Owner.



You break
common property -
you pay to fix it!

2.3 Restricted Actions as to Common Property

No Owner shall dump or dispose of any waste on any Common Property. No Owner shall obstruct or interfere with the use or operation of any Common Property. No Owner shall cut any



Respect common
property!

vegetation or make any plantings on or make any alterations to any Common Property without the prior written consent of the Association.

2.4 Residential Use of Lots

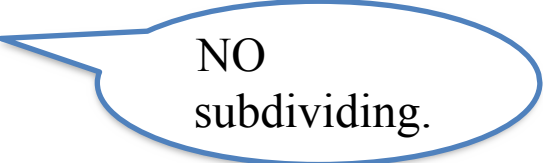
With the exception of community facilities or other uses developed by Declarant or the Association for use by Association Members, the Property shall be used, improved, and devoted exclusively to residential use. An Owner shall construct no buildings on such Owner's Lot other than one single-family dwelling and approved ancillary structures, such as a garage, that are for the benefit of such dwelling.



Residential
use only!
One single-family
dwelling per lot.

2.5 Restriction on Subdivision

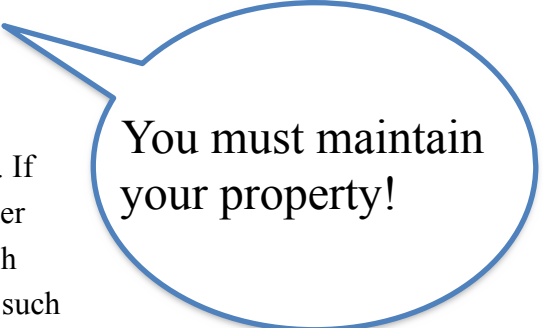
No Owner may subdivide such Owner's Lot into two or more parcels.



NO
subdividing.

2.6 Maintenance of Improvements

The Owner of any developed Lot shall keep all Improvements that have been made to the Lot in a good condition and state of repair, making replacements as necessary if repair is not possible. If any of the Improvements are damaged or destroyed by fire or other casualty, then within eighteen (18) months following the date such damage or destruction occurs, the Owner must repair and restore such damaged Improvements (in accordance with plans and specifications approved by the Design Review Committee and otherwise in accordance with the terms and provisions of this Declaration) or remove such damaged Improvements and restore the Lot, to the extent reasonably possible, to the condition in which it existed prior to the time the Improvements were made. The Design Review Committee may, in its discretion, grant a longer period of time to complete restoration and reconstruction activities.



You must maintain
your property!

2.7 Signs

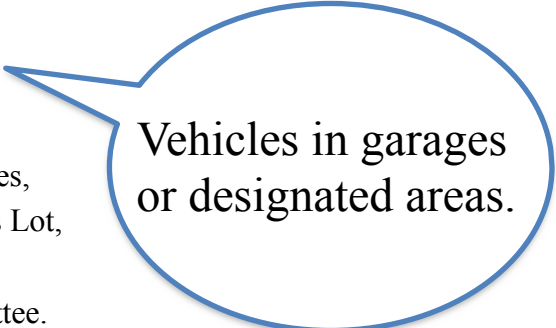
Except for signs authorized by the Design Review Committee in guidelines published by it or flags of the United States of America or the State of North Carolina, no Owner may display a sign or flag of any kind on the Owner's Lot or on any Common Property.



No signs.
US & NC flags OK.

2.8 Parking and Storage of Vehicles on Lots

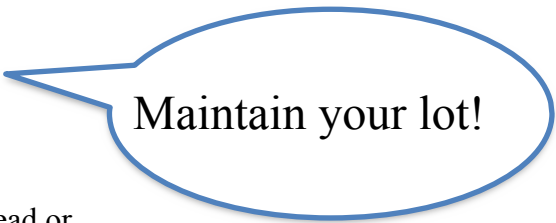
No Owner shall keep or store vehicles of any type (including, but not limited to, cars, trucks, recreational vehicles, motorcycles, boats, campers, trailers, and all-terrain vehicles) on the Owner's Lot, except in an enclosed garage or in parking areas constructed in accordance with plans approved by the Design Review Committee. Notwithstanding the foregoing, (a) no truck with a load capacity in excess of one ton shall be kept or parked overnight on any Lot, and (b) any vehicle that is in a non-operating condition must be kept at all times in an enclosed garage. No vehicles of any type shall be parked on the Roadways overnight.



Vehicles in garages or designated areas.

2.9 Lot Maintenance

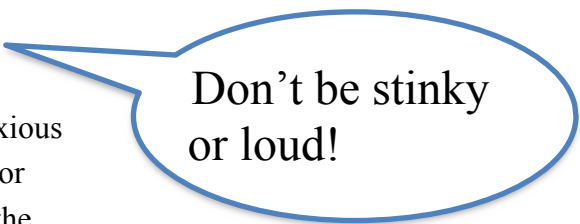
The Owner of any developed Lot shall ensure that grass and shrubbery on the Owner's Lot are well maintained at all times. Moreover, the Owner of any developed Lot shall remove any dead or diseased plant material.



Maintain your lot!

2.10 Nuisances

No Owner shall conduct any activities, or permit any condition to exist, on the Owner's Lot that emits foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the owners or occupants of surrounding property.



Don't be stinky or loud!

2.10 Animals

Except for dogs, cats or other household pets (excluding snakes, ferrets and pot-bellied pigs), no Owner may keep or maintain animals of any kind on the Owner's Lot or on any other portions of the Property. All dogs must be kept contained, tied or on a lead, unless contained by an invisible fence or other appropriate similar technology as may be approved by the Design Review Committee. No dog run may be constructed or maintained on any Lot, unless such dog run has been approved by the Design Review Committee.



Control your pet!

Notwithstanding the foregoing, the Association may prohibit or require the removal of any dog or other animal from the Property that it deems, in its sole discretion, to be undesirable, a nuisance or a

safety hazard. Each Owner shall be responsible for picking up from the Common Property for proper disposal any waste from such Owner's pets.

2.10 Design Review and Control

In order to preserve the natural state of Chinquapin and to establish a long-term, unifying design for Chinquapin, each Owner must obtain the approval of the Design Review Committee for any Improvements to be made on or to the Owner's Lot. Having the Design Committee review and approve plans for Improvements is intended to (a) prevent excessive grading and the indiscriminate removal of trees and vegetation; (b) ensure that the location and configuration of buildings are visually harmonious with the terrain and vegetation of the Lot and the surrounding Lots and the general plans for the development of Chinquapin; (c) ensure that the architectural design of buildings and their massing, materials and colors are harmonious with the general plans for the development of Chinquapin; and (d) ensure that plans for landscaping blend or co-exist harmoniously with the natural landscape.



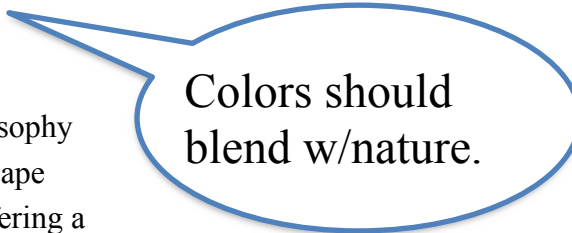
Improvements
require Design
Review Committee
approval.

Section 3. SELECTED EXTRACTS from DESIGN GUIDELINES

The following subsections provide selected extracts from the Chinquapin Design Guidelines.

3.1 Exterior Colors

Native building materials and natural or neutral stained wood and stone materials are encouraged. Chinquapin's design philosophy is that home sites are meant to integrate with the natural landscape and with each other to create a rural mountain environment offering a variety of views, exposures and settings. The design objective is to blend the introduced development into the original scenery rather than compete or contrast with it.



Colors should
blend w/nature.

3.3 Landscaping

As much as possible, native plant material or their cultivars shall be specified, with the selection of material guided by the assortment of plants which existed on the site prior to construction. Formally pruned shrubs or hedges and topiaries are not permitted. Tall grasses

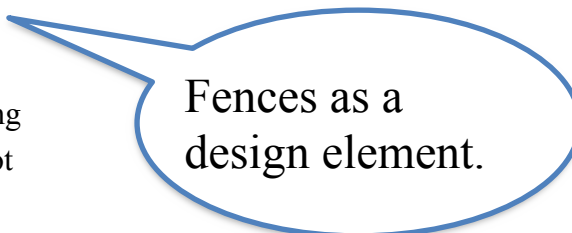


Native landscaping.

and plants with unnatural or obtrusive foliage colors should be avoided. Plants identified by the USDA Forest Service as “invasive” shall not be used. The landscape design shall be compatible with the mountain environment by using native stone, wood and other materials in conjunction with plantings.

3.3 Fences

Fencing as a landscape element may be allowed if approved. Rail, split rail and low stonewalls are encouraged as landscaping elements. Privacy screens and chain link or wire fencing are not permitted.



Fences as a design element.

3.4 Exterior Lighting

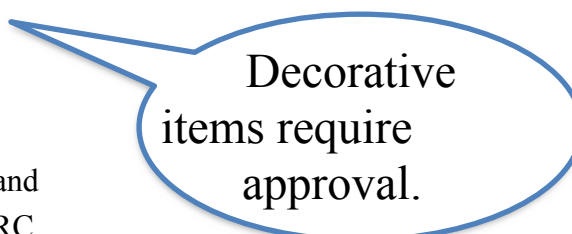
No exterior lighting from which the direct source is visible to a neighboring residence or produces light spillover or glare to pedestrian or vehicular traffic shall be allowed. When exterior lighting is used, soft-white exterior lights are required. Low-level landscape lighting immediately adjacent to the residence may be permitted. Up lighting of any sort is strictly prohibited.



No light pollution!

3.5 Exterior Decorative Accessories & Installations

All exterior accessories including, but not limited to, address numbers, hardware, ornamentation, light fixtures, pole lamps, and lawn ornaments and must have prior written approval of the ARC prior to installation. Such accessories must conform to the prevailing theme of the Chinquapin community.



Decorative items require approval.

Appendix A – Revision history

The following table details the revisions to this manual with their associated adoption dates by the Board of Directors.

Revision	Adoption date	Description
—	20Aug2026	Initial release