

REZ-25-04 Opal at Main Rezoning Conditions Revised/Submitted: 03/04/2026

1. The subject property shall be developed generally in accordance with the Concept Site Plan attached hereto and incorporated herein.
2. The development shall allow for a maximum of 62 single-family attached dwellings and 2 single-family detached dwellings.
3. The stormwater control measure (SCM) shall be enhanced with trails, plantings, and a plaque to commemorate the historic significance of the site. The plaque shall be located to ensure public access to the memorial. The exact location and design of the plaque shall be determined at time of site plan.
4. Enhanced plantings shall be provided at the intersections of alleys and internal streets. These plantings shall include evergreen plantings. The exact plants and locations shall be determined at time of site plan.
5. An 30' buffer will be provided along the property boundary with PIN 1769120094 (Little House Museum) where the proposed homes abut the museum. Every effort will be made to preserve the existing magnolia trees there so long as they are in good health and do not pose a safety risk.
6. The architectural conditions for this development shall be:
 - a) No dwelling unit shall be clad with aluminum or vinyl siding. Vinyl windows, trim and soffit are allowed.
 - b) No townhome building shall exceed six (6) units.
 - c) The minimum square footage for townhomes shall be 1,575 square feet.
 - d) Garages will have decorative doors, with windows and/or carriage style adornments.
 - e) Garages will have fully finished interiors, with drywall, paint and trim.
 - f) Roofs will consist of 30-year architectural shingles
 - g) Entryways (defined as front doors) will be covered (either with a canopy or front porch).

General architectural requirements of the neighborhood will be governed by recorded conditions, covenants, and restrictions. The developer shall submit a copy of the conditions, covenants, and restrictions to the Town of Rolesville to allow the Town Attorney to review them before recordation. The above architectural commitments will be included in the developments recorded (CCR's).

7. Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Code of Regulations and Rules and Regulations, if any. However, neither a Dwelling Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which

shall be defined as (i) rental for any period less than ninety (90) days, or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the Rules and Regulations and Architectural Guidelines, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. In the event that the Tenant or any other Occupant of a Lot violates the Declaration, the Code of Regulations, or any Rules and Regulations or Architectural Guidelines for which a fine is imposed, notice of the fine shall be given to the Owner and the Tenant and such fine may be assessed against the Tenant in accordance with the Declaration and the Code of Regulations. If a fine is not paid by the Tenant within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner is responsible for providing the Board with the following information: (i) a copy of the fully executed lease agreement; (ii) the name, address phone number and email of the Tenants and any other Occupant(s); (iii) the name, address, telephone number and email of the Owner and if an entity the individual representative thereof other than at the Lot; and (iv) such other information as the Board may reasonably require. If the Tenant or Owner is an entity whether that be a corporation, limited liability company, trust, partnership or other then the contact information provided shall be for an individual representative of that entity and one who is available within 8 hours of contact. In the event an Owner leases a Lot and does not provide the Board with the information in (i) through (iv) above, the Board may require the Owner, at any time, to provide it with such information within seven (7) days of the Board's request.

If an Owner who is leasing his or her Lot fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant during the period of delinquency, and, upon request by the Board of Directors, Tenant shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to lessor. If Tenant fails to comply with the Board of Director's request to pay Assessments or other charges, Tenant shall pay to the Association all amounts authorized under the Declaration as if Tenant were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible

Site Address/PIN:

Property Owner Name:

Date:

Site Address/PIN:

Property Owner Signature:

Date:

Site Address/PIN:

Property Owner Name:

Date: