

University Townes HOA

RULES AND REGULATIONS HANDBOOK

www.universityheightshoa.org



HANDBOOK FOR RESIDENTS

PREFACE

This Handbook provides information about practices and policies at University Townes. Each homeowner and/or Resident is requested to become thoroughly familiar with this Handbook, the Declaration of Covenants, Conditions and Restrictions (DCC&R's) and the By-Laws for the Association. This Homeowner's Handbook, DCC&R's and By-Laws contain information regarding ownership, elections and general rules that are detailed within. Copies of each of these legal documents should be furnished to the new Residents as part of the purchase process. If you sell your Home, please forward a copy of these to the new Residents. If you are leasing your Home, it is your responsibility to ensure that your Residents have a copy of these Rules and Regulations as you will be held liable for any violations.

Adherence to the policies in this Handbook, combined with a spirit of consideration and willingness to work together, will ensure the kind of community in which all residents are happy to live.

INTRODUCTION

Because homeowner association living may be a new experience for many of us, this set of Rules and Regulations has been adopted by the Board of Directors to enhance the enjoyment of the homeowner association way of life for Residents.

The facilities of the townhomes and single family homes are for the exclusive use of the Association's members, lessees, resident's houseguests, or visitors accompanied by an Association member. No guest or relative of any resident will be permitted to use any of the common areas unless accompanied by a member. The common areas regarding this section are defined as: the pool, pool building and the surrounding area; the gazebos and surrounding areas; the entrance monuments, etc.

These Rules and Regulations will be reviewed as required by the Board of Directors and appropriate amendments may be made.

WHO WE ARE

Your community is comprised of several components:

1. Owners – who elect the Board of Directors
2. Board of Directors – create policy and make decisions
3. Management Company – hired by the Board and implement the policies and decisions made by the Board

CONTACT INFORMATION

Board of Directors: email Board@UniversityHeightsHOA.org

Management Company:

Association Management Group of Charlotte, Inc. – Dacy Cavicchia

PO Box 472029

Charlotte, NC 28247

Phone: (704) 897-8788

Fax: (704) 889-9500

Email: PropertyManager@UniversityHeightsHOA.org

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RULES AND REGULATIONS
FOR
University Townes HOA

The Board of Directors of the University Townes Homeowners Association, Inc. establishes Rules & Regulations in accordance with Article IX, Section One of the Declaration of Covenants, Conditions and Restriction of University Heights and University Townes. Residents are responsible for compliance with these Rules & Regulations and also by their residents, guests, and family. As an Owner, you agreed to comply with the Rules & Regulations when you purchased your Home by agreeing to comply with the Declarations of Covenants, Conditions and Restrictions of University Heights HOA and University Townes HOA. **It is the Owner's responsibility to ensure that your Home occupants and their guests comply with these provisions. Please provide your lessees a copy of these Rules and Regulations.** Hereinafter, the term "Resident" shall be defined as: A person, 18 years or over, who is either the "Owner of Record" or "Lessees". The Board of Directors asks for support of all Owners and Residents in the enforcement of these Rules & Regulations. Violations should be reported in writing to University Heights HOA, c/o AMG, Inc. P.O. Box 472029, Charlotte, NC 28247 (704-897-8788) or email (PropertyManager@UniversityHeightsHOA.org). The Board of Directors will review reports of violations, and appropriate action will be taken.

I. NOISE DISTURBANCES

1. **Disturbing Noises from Dwellings/Common Areas:** No owner, resident, or guest shall make or permit any disturbing noises in any dwelling or upon the Common Areas, not permit any conduct by such persons that interferes with the rights, comforts, or quiet enjoyment of other residents. This includes but is not limited to, playing or permitting to be played any musical instrument, audio-video systems in such a manner as to disturb the quiet enjoyment of other residents. Minimum volumes of all sounds and sound producing equipment shall be enforced between the hours of **11:00 PM and 8:00 AM**. If you feel that this rule is being violated, call the police.
2. **Disturbing Loud Music/Noise from Vehicle:** Loud music from vehicle audio systems heard outside the vehicle is not permitted at any time. Reduce the volume when entering the community. Other loud noises from vehicles such as engine, muffler, or tires are also violations of the noise regulation.
3. **Disturbing Noise from Repairs:** Repairs inside the home involving noise must be done between the hours of **8:00 AM and 6:00 PM**.

II. POLICE RESPONSES:

1. **Police Response:** Police responses to situations in the community involving a breach of any regulation or law constitute a violation separate and apart from any other violation of the Rules and Regulations and may result in a fine of up to \$100.00 per response.

III. RESIDENT ACTIVITIES

1. **Quiet Enjoyment:** No noxious or offensive behavior or activity shall be carried on upon the property, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.
2. **Loitering in Common Areas:** Residents, guests, and other persons on the property under the age of 18 shall not loiter in common areas.
3. **Business Operations from a Dwelling:** Businesses that are operated out of a dwelling that substantially increase the flow of traffic or parking are prohibited.
4. **Climbing on Roofs and Trees:** Owners, Residents, family, or guests are not permitted to climb trees on the property or to be on any roofs for any purpose, except as specifically approved by the Board of Directors.

5. **Firearms:** The discharge of any firearm, pellet gun, or BB gun on the property is prohibited.

IV. COMMON AREAS

1. **Obstructions in Common Areas:** The sidewalks, entrances, roadways, and areas of the Common Areas shall not be obstructed or used for any purpose other than for ingress and egress to and from the Homes; nor shall any carts, bicycles, carriages, chairs, tables, or any other similar objects be stored thereon. These are subject to removal without notice as they pose a hazard in the event of an emergency.
2. **Storage of Personal Property:** Personal property of Home Residents shall be stored inside their Homes.
3. **Littering:** Littering in the Common Areas is a violation of these Rules & Regulations. Littering shall include, but not be limited to: discarding cigarette butts, beverage containers, animal feces, trash of any type, and other items that would cause waste on the property. Please discard cigarette butts in appropriate containers as they might cause a fire.
4. **Personal Property in the Common Areas:** Any personal items found to be in the Common Areas such as basketball goals, bicycles, tricycles, toys and other play items, water hoses, screens, and grills will be removed without prior notice, without notice after the fact, and without a holding period and will be discarded.

V. FLAMMABLE MATERIALS/CHEMICALS AND FIREWORKS

1. **Storage of Flammable Materials/Chemicals:** No flammable, combustible, hazardous, or explosive fluids, chemicals, or substances shall be kept in any Home, deck, patio, or in the Common Areas with the exception of grills.
2. **Fireworks:** No fireworks or any form or pyrotechnic devices shall be used on the property at any time.
3. **Grilling Near Buildings:** All grilling must be done at least 15 feet from any building in order to avoid any possible damage. This also includes fire pits. **This is in compliance with Charlotte Fire Code Laws.** Repairs for any damage done to the Homes for violations of this Rule will be assessed to the Resident's homeowner account.

VI. BUILDING EXTERIORS/DECKS/PATIOS

1. **Exterior Modifications:** No exterior changes to the buildings or common areas can be made without prior approval of the Architectural Control Committee. Any changes to the landscaping in front or behind townhomes must be requested and approved by the Architectural Control Committee. If a resident makes changes without prior approval, the Association reserves the right to put the area back to its original condition and bill the owner. Artificial flowers/plants are not allowed to be installed in the front of the homes. Please see Page 11 of this handbook for details.
2. **Exterior Appearance:** To maintain a uniform and pleasing appearance of the exterior of the Buildings, no awnings, canopies, shutters, glass enclosures or projections shall be attached to the outside walls, doors, windows, roofs or other portion of the Buildings or the Common Areas.
3. **Decks/Patios:** Decks and patios shall be maintained in a neat and clean condition. Outdoor patio furniture is the only acceptable furniture to be used on decks or patios. Furniture designed for interior use such as upholstered chairs or couches shall not be kept on any porch, patio or deck. This includes the decks/patios that are enclosed by a fence. If a Resident stores any other items on their deck/patio, the Association will leave a hang tag and after two (2) weeks, the items can be removed without further notice to the Resident after the fact, without a holding period, will be discarded and the owner will be charged for the disposal.
4. **Trash around Building:** It is the Resident's responsibility to ensure that their lot is free of trash and debris.
5. **Satellite Antenna:** Please refer to the attached rules regarding Satellite Dishes.
6. **Exterior Lights:** Homes have an exterior light on their porches, decks or patios. The light bulbs to

be used in these fixtures are to be standard white lights. Walkway or path lighting must be approved by the Architectural Control Committee. They cannot be installed in the grass and must be maintained in proper working condition.

7. **Holiday Decorations:** All holiday decorations must be taken down by the 15th of the month following the holiday.
8. **Signs:** Only one (1) "For Sale" or "For Rent" sign placed in a front window is permitted to be displayed. Information boxes are prohibited. Signs and information boxes will be pulled with no prior notice. One (1) small security sign is allowed to be displayed in the pine straw in front of the home. "Open House" signs will be permitted on the common areas for no longer than 24 hours.
9. **Yard Sales:** Private yard sales are not permitted within the community as the community parking is not adequate for additional vehicles. It also violates the rule of signs in the common area.
10. **Fenced Yards:** All areas inside your fence must be maintained in a neat and attractive manner (this includes pressure washing and staining inside and out at least every other year, or as needed if sooner). All areas inside the owners' fences must be maintained at their own cost (lawn care, shrub trimming, tree trimming, etc.). Any landscaping which exceeds the fence line must be trimmed back. All lawns inside the fences must be maintained weekly. If a resident does not maintain their fence, the Association will leave a hang tag and after 30 days will repair, pressure wash and/or stain the fence and bill the owner.
11. **Yard Ornaments:** In the front or on the side of any unit, statues & yard ornaments cannot exceed 2 feet in height (24"). Pots (including the stand) that are used for plant material of any kind, cannot be greater than 24" in height and 16" in diameter.

VII. WINDOWS/DOORS/WINDOW COVERINGS

1. **Window Coverings:** All window coverings facing the front of a home shall be white in color.
2. **Window Glass and Screens:** Glass and screens for windows shall be kept in good condition. Torn screens are to be repaired or replaced at the Resident's expense. All glass in the windows and doors are the responsibility of the Residents. Broken glass (including the pressurized gas between the panes) must be repaired in a timely manner. If the resident does not maintain their window screens, the Association will leave a hang tag and after two (2) weeks, the Association will repair/replace the screen and bill the owner.
3. **Door Screens:** If screens are used with doors, the screens shall be kept in good condition. Damaged door screens must be replaced. If the resident does not maintain their door screens, the Association will leave a hang tag and after two (2) weeks, the Association will repair/replace the screen and bill the owner.

VIII. AUTOMOTIVE VEHICLES

1. **Condition of Vehicles:** All vehicles on the property must be operable, have a current registration sticker displayed on the license plate. If you have applied for your registration and have not received it and your sticker on your license plate is out of date, it is your responsibility to notify the Parking Committee and the Property Manager via email.
 - If your vehicle leaks oil, you must clean it off the parking lot immediately. The easiest way to do this is to purchase granular cat litter. On a day where they are not expecting rain for 24 hours, take the cat litter and grind it into the asphalt where the oil stain is. After it sets for 24 hours, sweep away the cat litter and the oil stain should be gone. If it is not, repeat this process. AGAIN – it is imperative to do this only when you are not expecting rain for 24 hours. If you do not do this, the Association will leave a hang tag giving you two (2) weeks to rectify it. After 2 weeks, the Association will do it and you will be billed.
2. **Speed and Traffic Signs:** Vehicles shall not exceed 20 MPH within the property limits. Traffic signs must be strictly observed.
3. **Washing & Repair:** Maintenance (oil changing, etc.), or repair of vehicles in the common areas or street is prohibited.
4. **Motorcycles:** Motorcycles and mopeds must be parked in a valid parking space and cannot be

- parked on the back patios of the Homes.
5. **Garage Doors:** Garage doors must be closed when unattended.

IX. PARKING AND TOWING

Parking in University Heights Townhomes.

1. **Type of Vehicle Allowed on Property:** No vehicles other than private passenger vehicles shall be parked on the property. Boats, boat trailers, campers, recreational vehicles, travel trailers, and trailers are prohibited from being parked on the property. Vehicles are defined as any motor vehicle that must be registered with the DMV.
2. **Parking Hang tags for Non-Garage Homes:** Residents who live in the non-garage Homes must have a BLUE University Townes Parking hang tag clearly displayed on the rear view mirror of their vehicle which matches their parking space. If a vehicle is parked in a visitor space, the vehicle must have a University Townes Visitor Hang Tag on their rear view mirror. Any resident who gives their Resident Tag to another Resident takes full legal liability for any action of/to that vehicle while on University Townes property.
3. **Parking for Garage Homes:** Residents in a Garage Homes are allocated two (2) parking spaces: their garage and their driveway.
4. **Visitor Parking:** If parked in a visitor space, the vehicle must be parked in the cul-de-sac of the resident they are visiting and must be moved every 24 hours. Only 1 Visitor Hang Tag is allowed per Home.
5. **Prohibited Areas for Vehicles:** Vehicles are not to be driven or parked on the landscaped areas or sidewalks for any reason.
6. **No Parking Zones:** Vehicles shall not park in any area other than their garages, driveways and designated parking spaces. Vehicles are not allowed to be parked on the private streets, fire lanes or on the patios at any time. **The only on-street parking that is allowed is on Hanberry Blvd.**
7. **Commercial Vehicles:** Commercial vehicles are prohibited from overnight parking in University Townes. A vehicle is considered a Commercial Vehicle if any of the following items applies:
 - a. The vehicle has permanent lettering. Plain magnetic signs may be used to cover the commercial markings on vehicles.
 - b. The vehicle has attachments (i.e. ladder, equipment trailer, etc.).
 - c. The vehicle exceeds a gross weight of 13,000 pounds or those less than 13,000 pounds but with a height of more than 9' including installed accessories and/or a cargo area/work platform more than 9.5' in length.
9. **Towing of Vehicles:** Vehicles not in compliance with Section VIII and IX **will be towed** at the owner's expense with no further notice. Vehicles may not be tagged and Residents will not be notified prior to towing for violations of these Rules and Regulations. The sign indicating the contact information for the towing company is located at the entrance of each street within the community and on the website.
10. **Pool Parking Lot:** Vehicles will not be permitted to park in the pool parking lot outside of the posted pool hours without authorization from the Board of Directors. To obtain a temporary permit, please email propertymanager@universityheightshoa.org.

X. BICYCLES

1. **Riding of Bicycles:** Bicycles are restricted to the streets and sidewalks. Children under the age of 15 shall wear a bike safety helmet when riding on the property at any time.

XI. PETS

1. **Pet Leash Law:** Pets shall be on a leash and under the Resident's control at all times when outside a Home.
2. **Unattended Pets:** Pets shall not be tethered or left unattended on townhome patios, decks, or in the Common Areas at any time. Dog tethers are not permitted at ANY TIME.
3. **Damage to Property:** No pet Resident shall allow their pet to urinate or defecate on the landscaping shrubs in the Common Areas, **in other Homes' yards**, without picking up afterward. This causes damage to the property. Residents of the pets are liable for damages and costs to repair. Please utilize the "doggie stations". Please remember, not cleaning up after your pet can cause disease to be spread. Cat litter is not allowed to be disposed of in the pet waste stations at any time.
4. **Damage or Injury by Pet:** Any pet causing personal injury or property damage should be reported to animal control by dialing 311.

XII. POOL

The pool is for the EXCLUSIVE use of the University Heights homeowners and residents. Unauthorized persons entering the pool will be prosecuted to the fullest extent of the law.

Please be prepared to show your pool card to any authorized representative of the Homeowners Association (Board Members, Committee Members, Pool Attendant and/or the Police Department). Persons at the pool who do not have their pool card or violate any of the rules below can be asked to leave, fined, banned from the pool for the entire pool season and/or arrested for trespassing.

1. **Pool Area:** The pool area shall be defined as the "Gated Pool Area", its surrounding periphery, and the adjoining parking lot.
2. **Pool hours:** Pool hours are posted at the pool.
3. **Guests of Residents:** Guests may not be at the pool without the accompaniment of a Resident and are the sole responsibility of the Resident at all times. Residents are not to have more than 4 guests at the pool without prior approval of the HOA.
4. **Overdue assessments or fines:** Residents who are not current on all HOA Assessments or have unpaid fines will not be allowed the use of the pool until these balances are paid in full.
5. **Food:** Any food consumed or brought to the pool must be cleaned up and put in trash cans provided before the Resident leaves the pool area. Grilling is not allowed anywhere in the Pool Area.
6. **Beverages:** No Glass containers of any type are allowed in the Pool Area.
7. **Alcohol:** Alcoholic beverages are not permitted anywhere in the Pool Area.
8. **Music:** Music is to be kept at a low level so as to not disturb other patrons or Residents in the vicinity. NO VULGAR OR OBSCENE MUSIC IS ALLOWED.
9. **Children:** Anyone 13 years and older may be asked to show proof of age. Persons under the age of 13 will not be allowed in the "pool area" without the accompaniment of an adult or guardian. Children under the age of 13 are not to be left unattended at any time.
10. **Parties:** Parties at the pool may be held with prior approval of the HOA through Association Management Group.
11. **Roughhousing/Obnoxious behavior:** Running, rough housing, obnoxious behavior, or other wild activity will not be tolerated. There is to be no smoking, drinking or eating while inside the pool water.
12. **Smoking:** Smoking is not allowed in the pool area.
13. **Pool Attire:** Only "standard" swim wear is allowed to be worn in the pool. No jeans, jean shorts, gym shorts, jogging pants or basketball shorts are allowed to be worn in the pool at any time. Diapers are not allowed in the pool at any time.
14. **Showering:** All guests must shower before entering the pool by using the showers provided in the pool area.
15. **Sign in:** All guests must register their information with the Pool Manager when they are on duty.

XIII. TRASH/GARBAGE

Trash Cans have been supplied to all Home Residents. Trash pickup is on Monday mornings.

1. **Trash/Garbage/Recycling cans:** All trash cans and recycle bins shall be stored in garages or behind the home.
2. **Trash/Recycling Pickup:** Trash and recycling pickup is on Monday mornings. Trash cans/recycling bins can be put in front of homes on SUNDAY only. Trash cans/recycling bins are to be put back in their storage areas by Tuesday night.
3. **Bulky Item Disposal:** Bulky item pickup must be scheduled through the trash service. Please call K&S Sanitation at (704) 549-1451 to schedule a pickup.

XIV. VANDALISM/DAMAGES TO PROPERTY

1. **Vandalism:** Incidents of vandalism should be reported to the Charlotte Police Department and will be investigated.
2. **Damage to Property:** Damage to property is considered a violation of the Declaration of Covenants, Conditions and Restrictions. The cost of the property damage, fines/assessments, court cost, and lawyer's fees resulting from acts of vandalism and property damage shall be assessed to the Home committing such acts.

XV. NOXIOUS ODORS

1. **Noxious Odors in Homes:** Noxious or unusual odors shall not be generated such that they permeate to other Homes or the Common Areas and become annoyances or become obnoxious to other Residents. Such odors may originate from any number of sources including pets. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.
2. **Pet Odors:** Odors originating from pets shall also be considered a violation of the pet restrictions.

XVI. LEASING YOUR HOME

It is the responsibility of every owner who leases their Home to provide the following – prior to the lessee moving in - to the management company:

1. The Owner's offsite address
2. The Owner's phone number
3. The Owner's email address
4. The Lessee's name
5. The Lessee's phone number
6. The Lessee's email address
7. Property Management Company (if applicable)
8. Property Management Contact (if applicable)
9. Property Management Phone Number (if applicable)

It is the Owner's responsibility to ensure that your Home occupants and their guests comply with all provisions in this handbook. Neither the Board nor the Management Company will communicate with a lessee on an incoming issue for any reason (complaints, towing issues, etc.). All communication must be initiated by the Homeowner ONLY. It is your responsibility to instruct your lessee to contact you if they have any issues within the community.

XVI. ASSESSMENTS

Resident Assessments for Common Area Damage -"Each Resident shall pay all costs to repair or replace all portions of the Common Areas that may become damaged or destroyed as a result of their intentional acts or the intentional acts of any occupant or guest of his Home. Such payment shall be submitted by the Resident upon demand when requested by the Association."

Resident Assessments for Limited Common Area Damage -"Any Common Area expense associated with the maintenance, repair, or replacement of a Limited Common Area shall be assessed against the Home, or in equal shares to the Homes, to which such Limited Common Area was allocated at the time the expense was incurred."

PROCEDURES FOR ENFORCEMENT OF THE RULES AND REGULATIONS

STEP ONE: A hang tag will be left on the door of the home where the violation exists. Again, if the Owner lives offsite, it is their responsibility to ensure that their Resident is abiding by the Rules and Regulations. **You, as a homeowner, should inspect your property (or have it inspected by your Property Management Company) at least once a month to ensure your lessees are not violating the covenants – for which you will be financially liable.**

STEP TWO: If the violation is not corrected, a second hang tag will be left on the door where the violation exists.

STEP THREE: The homeowner will be invited to a Hearing of the Board of Directors. At this time, the homeowner has the opportunity to state their side of the situation. The Resident will be dismissed from the Hearing; the Board will discuss the case and then will notify the homeowner of the results of the Hearing. The Board has the authority to fine the homeowner up to \$100 per day or per occurrence of future violations of the Rules and Regulations and/or resolve the situation and assess the owner for the costs. If the homeowner does not appear at the Hearing, a Default Hearing will take place. Not appearing at the Hearing does not cancel the Hearing; the Resident is waiving their right to let their side be heard.

TOWNHOME ASSOCIATION MAINTENANCE RESPONSIBILITIES:

1. Exterior maintenance of the building:
 - a. Paint and/or stain the exterior of the Townhomes including front doors
 - b. Repair, replace and care for roofs
 - c. Repair, replace and care for exterior building surfaces
2. Landscaping of the Common area:
 - a. Trees (except those planted by the Resident)
 - b. Shrubs (except those planted by the Resident)
 - c. Grass
3. Sewer and water lines external to the Home.
4. Repair, replace and care for sidewalks and paving
5. Repair, replace and care for mailboxes (not to include the hinges, locks or locking device – if replaced by the owner, they must be stainless steel). This can be found at your local hardware store.
6. Repair, replace and care for fences installed by the Declarant or Association (none were installed at any Home).
7. Repair, replace and care for exterior post lights (excluding electricity therefore)

RESIDENT MAINTENANCE RESPONSIBILITIES:

1. Outside entry doors including opening and locking hardware, glass, frames and weather seals.
2. Outside windows including opening and locking hardware, glass, sash frames and weather

- seals.
- 3. Electrical problems with all metered circuits within the Homes and light fixtures attached to the Home (front and back). If you change your light fixture, you must get ARC approval prior to install.
- 4. Heating and air conditioning systems.
- 5. Exhaust and ventilation systems.
- 6. Vermin and pest control including wasps, ants, spiders, termites, roaches, mice and other insects.
- 7. All interior surface maintenance to the Home.
- 8. Plumbing problems within the Home, including outside faucets in the rear and garage.
- 9. Repair, replace and care for fences or additions made by the Resident.

ARCHITECTURAL MODIFICATIONS

Pursuant to Article VII of the Declaration of Covenants, Conditions and Restrictions for University Heights HOA and University Townes HOA, "No building, fence, wall, antenna or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein (including but not limited to, color or painting or the exterior and type of exterior finish, any existing or builder-installed construction material, plant material or ground cover) be made, except in exceptional cases... without the prior approval of the Architectural Control Committee..."

In order to submit an application, please mail, fax or email your request to: Association Management Group, P.O. Box 472029, Charlotte, NC 28247; email – PropertyManager@UniversityHeightsHOA.org; Fax number (704) 889-9500. The form is also located on the website: www.universityheightshoa.com.

In order to maintain consistency and inform the Residents prior to requesting the change, the following is a brief description of what will be approved:

1. **DOORS, LOCKS, WINDOWS:**
 - a. Peepholes and door knocks are permitted. The Resident is responsible for maintenance and installation of knocks, peepholes.
 - b. Storm doors are permitted using the following guidelines:
 - i) Doors must be full view glass
 - ii) Doors must be trimmed in white, match the door color or pewter/nickel provided that the hardware and kickplate on the front door is changed to match. If the storm door has a metal finish anywhere on it, this must match the hardware on the door.
 - iii) Hardware must match the entry door finish
 - c. Residents must obtain written approval before installing a storm door.
 - d. Once the storm door is installed, the upkeep and maintenance of the door will be the responsibility of the Resident.
2. **FENCE SPECIFICATIONS:**
 - a. Size: Only 6' tall and extend 11' in length from the predominant rear building line.
 - b. Style: Wooden shadow box fencing.
 - c. Color: Cedar Stain sealant only – the exact shade will be given once approved.
 - d. The homeowner will contact all local utility companies to verify the location of underground utility lines. If fences are installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove or damage your fence in the event repairs on a line are necessary. The utility companies will not be responsible for reinstalling or repairing your fence.
 - e. Your fence will not restrict a neighbor or utility company's reasonable access path (5'0" wide or more of level ground outside the fence) from the back of the fence to both sides of the home.
 - f. After installing your fence, the homeowner is then responsible for maintaining the

- fence itself (including pressure washing and staining inside and out at least every other year, or sooner if needed) and the area inside of the fence including the lawn areas. If the area inside the fence has grass, it must be kept at the same height as the grass outside the fence at all times (not including the berms).
- g. The fence is only allowed within your deeded property. A copy of your plat must be included in your request.
 - h. The fence location will not impede storm water flow, especially storm water in swales. If it does, the homeowner will be responsible for all costs to correct.
 - i. The homeowner must obtain any and all necessary permits and governmental approvals.
 - j. Your fence cannot block any existing drain pattern.
 - k. Variances to the above requirements may be approved by the Board of Directors after being reviewed by the Architectural Control Committee based on the layout of the property.
3. SATELLITE SPECIFICATIONS – FOR SATELLITES LESS THAN ONE METER
- a. The dish should not be more than 5' from the building structure.
 - b. The total height of the apparatus cannot exceed 7' (measuring from the ground to the top of the dish).
 - c. Only one dish per home is permitted.
 - d. The dish cannot be painted; it must maintain the manufacturer's original color.
 - e. **All wires must be installed behind the siding.** If the wires are not hidden, the Association will remove the siding, hide the wires and bill the owner.
 - f. The dish cannot be more than one meter in diameter.
 - g. If the dish cannot be located as indicated above, the Resident shall determine the best location and request permission from the Architectural Review Committee.
 - h. The dish must be located on the Resident's property; no dish can be located on the common property.
 - i. If it is necessary to locate the dish on the roof, the Resident agrees to be responsible for any damage, leaks or otherwise caused by the dish.
 - j. In the event it is necessary for the Association to do roof repairs or replacements, the Resident will be responsible for the cost of removal and replacement of any dish placed on the roof. This does not eliminate his/her responsibility caused by future problems caused by the dish.

In the event a Resident of any Lot in the Properties shall make unauthorized changes to the premises and the improvements situated thereon in a manner unsatisfactory to the said Board of Directors or the Architectural Control Committee, said Board of Directors or the Architectural Control Committee shall have the right, through its agents or employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. **The costs of such exterior maintenance and any other costs or attorney's fees incurred in the enforcement of the rights under these provisions shall be added to and become a part of the assessments to which such Lot is subject.** Any approval by the said Board of Directors or the Architectural Control Committee shall be in accordance with the requirements set forth.

The Board of Directors also retains the right to follow the above **PROCEDURES FOR ENFORCEMENT OF THE RULES AND REGULATIONS** in order to resolve violations of this Covenant.

EMERGENCY CONTACT INFORMATION AND PHONE NUMBERS

Ambulance, Medical, Fire, Police	911
City/County Information	311
Animal Control (violations of the Leash Law and Pooper Scooper Law)	311
Duke Power (power outages or street light outage)	1-800-POWERON
Trash Collection (Bulky Item Pickup and information – K&S Sanitation)	(704) 549-1451
Piedmont Natural Gas	(704) 525-3882
Time Warner Cable	(704) 545-0136
Association Management Group, Dacy Flynt, Manager	(704) 889-7500
After Hours Emergency Maintenance Issues – AMG	(704) 889-7500

DOCTOR _____

SCHOOL _____

DENTIST _____

HOSPITAL _____

EMERGENCY CONTACT _____

OTHER _____