

HOMEPLACE IV

TOWNEHOME ASSOCIATION, INC.

RULES AND REGULATIONS

April 1996, March, 2006

RULES AND REGULATIONS

You have made an important lifestyle decision by choosing to purchase a home in Homeplace IV. When you purchased your home, you became a member of The Homeplace IV Homeowners Association. The Association exists to provide a life style that requires a minimum amount of your time to be spent on maintenance of your home and property. By the payment of the monthly dues, services are provided for grounds and outside building maintenance and repairs; and you have agreed to honor a special set of rules and regulations. You are a member of the Association and can vote and/or serve on various committees which influence and direct the expenditures of Homeowners Association dues.

The Association's Protective Covenants and By-Laws explain and provide the framework under which the community exists and the Association functions. While there may be certain rules that you may not agree with, these rules are the result of a series of compromises whereby a number of unique individuals can live together in harmony with each respecting the rights of the other.

It is your responsibility, and you have agreed, to pay your dues by the due date. The dues are necessary so that the Association may provide the services necessary to maintain your community. If you do not pay the Association your monthly dues, the Association, by virtue of the Protective Covenants which you agreed to honor when you purchased your home, can place a lien on your townhome, and can advise your mortgage company, if any, that you have not paid your monthly assessment. This can result in the foreclosure of your home.

As provided for under the Homeplace IV Homeowners Association's Declaration of Covenants, the Board of Directors shall formulate reasonable rules and regulations to insure the safe and appropriate use and enjoyment of the common property and facilities. These Rules and Regulations may be updated from time to time in response to changing or unanticipated conditions.

1. **VOTING RIGHTS** – Each homeowner is entitled to cast one (1) vote for each of the Association's Directors. By electing the Directors, the homeowner influences the policies of the Association. Your Directors are entrusted through the By-Laws and Protective Covenants to manage and operate the Association. This means, in simple terms, that the Board of Directors is charged with the responsibility of adhering to the guidelines contained in the Protective Covenants, and to maintain the community in such a fashion that property values are protected. At the annual meeting when elections are held, it is your right and responsibility to cast your vote.
2. **USE OF THE COMMON AREAS** – The common areas are for the use of the members (*unit owners*) and their families who are living in Homeplace IV. When a unit is leased or rented, the lessee is entitled to use the common areas. Common area(s) defined as all real property and amenities, if any, located thereon, excluding the townhouse structure itself and the private drives or streets owned by the Association for the common use and enjoyment of the members of the Association.
3. **RESPONSIBILITY** – Members are responsible for the actions of their lessees. Residents (*members or lessees*) are responsible for the actions of their guests. Members will be held

financially responsible for any damage which they or their guests, contractor(s) or lessees cause to the common area. Members shall be responsible for providing a copy of these Rules and Regulations to their tenants.

4. **NOISE** – The Durham City Ordinance Section 11-1D, Sub-Sections 1, 2, & 3 prohibits the use of outdoor sound amplifying or devices exceeding 60 dba.s during the hours of 8:00 pm to 11:00 pm or 50 dba.s during the hours of 11:00 pm to 8:00 am without a Durham City permit. Any application for a permit must be approved by the Board of Directors and authorized by the President of the Board in writing.

5. **PARKING AND VEHICLES**

- a. Each unit without a garage is entitled to two (2) parking spaces as designated by the Association. Those units with a garage are entitled to (1) parking spaces as designated by the Association
- b. Park in those spaces closest to your home and request that guest **DO NOT** occupy the spaces of your neighbor. Rules of common sense and courtesy apply.
- c. Guest are not permitted to park in resident spaces at any time. Guest parking is allowed on Settlement Drive (street).
- d. Parking is prohibited on all grassed areas.
- e. Unit or visitor parking spaces are limited to parking of cars, motorcycles, bikes, passenger vans, SUV's and trucks of less than one ton capacity.
- f. Parking of all other vehicles, trailers, campers and boats is prohibited. Parking for recreation vehicles is available in the lot behind the WCA swim club on the west end of Woodcroft.
- g. Vehicles that do not have a current license plates and/or current inspection stickers are not allowed in any parking area.
- h. Vehicles are not to be worked on in the Common Area (including drives) or Street

These parking and vehicle regulations will be enforced by the towing of the vehicle, at the vehicle owner's expense.

6. **LANDSCAPING** – The Association shall provide for the landscape maintenance of each lot; to consist of care, maintenance and replacement of trees, shrubs, plantings and grassed areas (initially planted by the Association) consistent with the best judgment of the landscape contractor and with the advice and consent of the Board and its property manager. If the homeowner asks for removal of the above, the Association will not replace the plants, shrubs or trees.

The Association will endeavor to maintain and perpetuate the general landscaping theme and appearance which was originally incorporated into the properties. The predominate theme shall be one of a comprehensive, free-flowing and architecturally pleasing appearance as opposed to a series of individually landscaped lots.

Planting & shrubbery on the sides and backs of the building are the responsibility of the unit owner(s). Individual residents may plant low flowering or herbal plants within or at the margins of existing shrub groupings, or at the side of buildings. Residents may not plant vegetable gardens in the common area. If residents desire to plant bushes, shrubs or trees on their lots, or remove existing plants, such actions must be approved by the Association Grounds Committee. Plantings made by individual residents may receive care from the

landscape contractor only to the extent similar plantings under their care are maintained. The Association's landscape contractor will be instructed to take reasonable precautions against damage to resident's plantings in the course of their work, but neither the Association nor the landscaper can be held responsible for damage to plants installed by individual owners.

7. **ARCHITECTURAL MAINTENANCE & MODIFICATIONS** – The Homeplace IV Association will maintain the exterior of buildings, which includes roof, siding, brick veneer, trim and front porch. Maintenance includes repairs to and painting of these exterior surfaces. The maintenance and upkeep of the rear decks are the responsibility of the unit owner(s). However, the decks cannot be painted or stained. Any changes to the existing structure must be approved by the Architectural Committee. Approvals will be governed by the Homeplace IV Homeowners Association's and Woodcroft Community Association's Architectural Review Board and By-Laws and Declaration of Covenants, Conditions and Restrictions.
8. **STORAGE AND BICYCLES** – Outside front porches and walkways shall not be used for storage. Sports and play equipment must be portable and put away when not in use. The *Association's insurance policy does not cover personal liability regarding the use of such equipment.* Bicycles cannot be stored or parked at the front of any unit, but may be stored or parked at the rear of a unit, provided it is not on common property. *Under no circumstance can any sidewalk or street be obstructed at any time.*
9. **PETS** – Dogs must be under the control of the owner (*leased*) at all times in accordance with the City of Durham Ordinances. Failure to comply with this rule may result in fines and/or impoundment of the animal by the City of Durham. Owners must clean up after their pets when walking them through Homeplace IV. Dogs may not be leashed at the front of the unit or where they can reach common property. Any damage caused to common property by pets shall be the sole responsibility of the owner. Dog houses and dog runs are strictly prohibited.
10. **REAL ESTATE SIGNS** – Real estate sales/leasing signs may be placed inside windows only. NO signs may be placed in front of a unit or on any common property of the Association. "Open House" signs are permitted at one entrance to phase in which the unit is located for one day only and must be removed promptly at the end of the open house.
11. **REFUSE** – Trash cans and recycling bins should be put at the curbside the night before or the morning of the scheduled trash pick-up day. Trash cans and recycling bins shall be removed from the curbside and stored behind units the day of pick-up. No trash can or recycling bin shall be left at the curbside for more than 24 hours.
12. **OUTDOOR GRILLS** – No grilling using live coals or charcoal lighter fluid is allowed on either the front or rear porches or decks of any structure within Homeplace IV. The only grills which may be used are electric, butane or gas-fired with ceramics briquettes whose flame is turned on and off by a valve or switch. These grills may be only used on rear decks.
13. **GENERAL MAINTENANCE** – All owners, resident or absentee, of units in the development of Homeplace IV must report all maintenance problems relating to or from the external common areas of the structures. Homeowners must inspect his/her unit on a routine basis in order to discover or report any problems. These problems should be reported no later than 15 days from the initial, visible onset of the problem to the Association or its Management Company as it's acting Agent. In the case of the rented units, each owner or his/her acting agent, designee or other person must inspect his/her unit on a routine basis in

order to discover and report any and all necessary maintenance problems in the time frame as hereby set forth and required.

Enforcement – Failure to notify the Association of a maintenance problem within the required time frame of 15 DAYS from the initial, visible onset of the problem stated, shall result in:

- All damage to the affected unit will be considered to have been damaged through the willful or negligent behavior of the unit owner
- The unit owner shall be responsible for making the necessary repairs, even the repairs to the common areas and all repairs must be made to the satisfaction and approval of the Association
- Failure on behalf of the unit owner to assume responsibility for the necessary repairs and failure to make the needed repairs shall result in the Association making the necessary repairs and assessing the individual unit owner for the cost of such repairs

14. **RETAIL/SERVICE BUSINESSES** – Because your home is in a residential community, the conduct of retail or service businesses is not allowed. You certainly may maintain a home office, as long as the office is not available to the public and no signage of any type is used.

14. **ENFORCEMENT** – Failure to comply with any of these Rules and Regulations other than Rule 14 will result in a written warning. If the subject violation continues past the date cited in the written warning, the Association shall have the right to assess fines up to \$15.00 each day the violation is repeated or continues. In the case of illegally parked vehicles, the Association has the right to have the vehicle towed at the owner's expense.

The major services that you receive for the dues you pay to the Association are as follows:

- Grounds maintenance services
- Trash pick-up and removal
- Street, sidewalk, and curb repair maintenance
- Repair and replacement of gutters and roof
- Painting and repair of the building exterior, including recaulking of windows, but excluding replacement of doors, windows, or deck maintenance
- Insurance protection for the common grounds
- Street lights
- Gutter cleaning
- Exterior maintenance upon each townhome excluding exterior doors

COMMITTEES – The Protective Covenants authorize the Association to form 1) an Architectural Committee, which regulates the exterior appearance of the buildings; 2) a Grounds Committee, which administers and controls the appearance of the landscape; and 3) authorizes the

formation of other committees as may be deemed appropriate by the Board to provide an appropriate lifestyle for your community. You are encouraged to volunteer to serve on any of these committees by contacting any of your Association Directors.

- Architectural Committee is required by the Protective Covenants to maintain certain rules that must be honored by all homeowners.

In general, you may not alter the exterior appearance of your home, add any structures, or change the paint color of your home, unless the Architectural Committee approves. This also includes

- ✓ Placing of signage of any type in or on the building or grounds
- ✓ Any requests for changes to the exterior building or the addition or modification of any structure (homeowners are responsible for maintenance for any addition or modification of the structure and must notify future owners of the same).

All request for changes must be submitted in writing and approved by the Architectural Committee before any addition, deletion, or alteration can be made.

- The Ground Committee is required by the Protective Covenant to provide an attractive and uniform landscape. The committee establishes the grounds maintenance activities, services, and appearance standards required. Any changes, additions or deletions to the landscape must be submitted to the Grounds Committee in writing before plants can be added, trees removed, or any changes made which affect the appearance of the community.

HOMEPLACE IV TOWNEHOME ASSOCIATION, INC.
1999 GUIDELINES TO THE HOMEPLACE IV TOWNEHOME ASSOCIATION
DECLARATION OF COVENANTS (Updated 3/06)

These guidelines have been prepared by the Homeplace IV Townhome Association (HTA) Board of Directors to help explain how the HTA Declaration of Covenants are interpreted with regard to the HTA or homeowner responsibilities of exterior maintenance.

The Declaration of Covenants states in Article VII: Exterior Maintenance that the HTA shall, except as otherwise noted herein, provide maintenance of common areas and to the exterior of each townhome which is subject to assessment hereunder.

HTA responsibilities relating to Homeplace IV Townhomes are confined to maintenance, repairs, and replacement resulting from *normal aging and exposure. Repairs and replacements resulting from original construction defects, accidents, termites, fire flood water, wind, natural disasters, civil disturbances, vandalism, and any other loss covered under homeowner's insurance, homeowner negligence, and other similar acts shall be the responsibility of the homeowner.* Likewise, any additions done to the townhome is the responsibility of the owner (this includes repair of roofs, wood, siding, painting etc.).

The HTA will not be responsible for interior damage resulting from exterior failure. Structural damage to walls, floors, roofs, etc., resulting from settling of the foundation is the responsibility of the homeowner, not the HTA.

All plans for exterior changes or additions to your property must be approved by the HTA and Woodcroft Community Association Architectural Review Board. The approval process stipulates that the homeowner is responsible for all maintenance of any changes or additions.

In the event that a homeowner does not undertake needed repairs or maintenance for which the owner is responsible, the HTA may notify the homeowner of the need for the maintenance or repair and specify a reasonable amount of time for the homeowner to complete the maintenance or repair. Any such notice shall specify the needed maintenance or repair and shall specify the time in which the homeowner must complete the maintenance or repair. The HTA will in all instances identify the method and extent of the repairs.

If the homeowner does not complete the maintenance or repair within the specified time, the HTA may undertake the contractors or repair itself. In so doing, the HTA may use contractors or other persons of its own choosing. The homeowner shall allow access to the exterior or interior of the property at reasonable times to permit the HTA, or its contractors to complete the needed repair or maintenance. The homeowner shall promptly reimburse the HTA for any and all costs incurred for such repairs or maintenance. Failure to comply with this requirement will result in a special assessment to the homeowner.

Any and all maintenance, which is the responsibility of the HTA, will be provided under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The HTA Board of Directors will decide when a situation requires remedy. Repairs may be delayed for budgetary reasons.

THE HTA IS RESPONSIBLE FOR THE FOLLOWING:

1. Repair of roofs including leaking around chimney installed by the builder and replacement of roofing shingles. This replacement may include any repair or replacement of sheathing and attic ventilation devices as originally installed. (Damage to roof caused by owner installed attic fans or wind/hurricanes/tornadoes is not the responsibility of the HTA).
2. Clean the gutters and down spouts. Replacement or repair of gutters and down spouts.
3. Repair or replacement of siding and shutters.
4. Painting of the exterior. Repair of wood trim that has rotted unless caused by plantings by owner.
5. Repair and replacement of window frames due to normal aging and exposure. However, it should be noted that doors, locks, door knobs, and any ornamental brass, etc. will be the responsibility of the homeowner. It should also be noted that repairs or replacement of glass surfaces, storm doors, storm windows, and window screens are not the responsibility of the HTA.
6. Maintenance of trees, shrubs, grass, and walks. Private plantings such as gardens. Trees, shrubs, or flowers are not maintained by the HTA.
7. Repair and maintenance of front railings as installed by the builder. Damage caused by flower boxes on the front railing is the responsibility of the homeowner. Any damage caused to the front railing caused by pets being tied to the post is the responsibility of the homeowner.
8. Repair and replacement of parking areas and roads.
9. All water lines from meters to the City of Durham's main water lines within the boundaries of Homeplace IV.
10. Termite protection. This does not include other types of insects.
11. All common sewer lines from their origin until they reach the city maintained sewer line.
12. All common areas

THE HOMEOWNER IS RESPONSIBLE FOR THE FOLLOWING:

1. Problems with animals, birds, and insects getting in chimney, HVAC system, ventilation system, etc.
2. Foundation and Structural problems causing a unit or any portion of a unit of shift position or any problems to the unit caused by this shift.
3. Heating and air conditioning units or any feeder lines to them. Any and all ventilation systems and their piping and attachments.

4. All glass
5. All plumbing within the unit.
6. All sewer blockages and all sewer lines from the unit to a common sewer line.
7. All water lines from the city meter to the unit. All outside plumbing between the unit and the water meter and any landscaping associated with those repairs.
8. All electrical fixtures and lines within each unit.
9. Any inside damage caused by outside leaks or failures.
10. Maintenance of any private plantings such as gardens, trees, shrubs, or flowers installed by the owner. Pruning and maintaining plantings on the side and back of the unit.
11. Repair and maintenance of all decks and steps. Homeowner cannot stain or paint the deck without prior approval from the Homeplace IV Architectural Review Board and the Board of Directors. Failure to comply will result in the Board asking the homeowner to remove the stain/paint.
A water sealant such as linseed oil, Thompson's Water Sealant, etc. may be used on the deck.
12. Inside and outside insect control (except termites).
13. Ice and snow removal from decks steps and individual walkways.
14. Area under the townhome (including deck).
15. Storm doors, screens, storm windows, all doors, and glass (repair and painting of garage door).
16. Exterior flower boxes or damage to structure on which they are attached or on which they are placed.
17. Damage to landscape caused by improper parking by family, employees, guests, or by auto repairers, oil spills, negligence, pets, driving on lawn.
18. Termites caused by storage of firewood on deck, under the deck or near the townhome.
19. Any damage to unit, deck, or landscape caused by negligence.
20. The extra cost of painting or repair of additions to the unit, or because of owner negligence.
21. The interior of the unit. Homeowner must have the townhome insured. Shared responsibility of party walls
22. Garages and garage doors