

**Innisfree Homeowners  
Association**

**Rules and Regulations  
(Amended June 2014)**

Prepared By:  
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The Owners of Innisfree Association, Inc.  
Rules and Regulations

**Introduction:**

Pursuant to Article III, Section 1-F of the Innisfree Declaration of Covenants and Restrictions, the Innisfree Board of Directors has formulated the following Rules and Regulations for the protection and general welfare of the neighborhood. Owners and Residents of Innisfree are expected to conduct themselves and to maintain the property in a manner to ensure that the community remains a desirable neighborhood. These Rules and Regulations are intended to supplement the provisions of the Declaration of Covenants and Restrictions of the Association and to ensure a safe, sanitary, and pleasant environment for all Owners, residents, and their guests.

The Board of Directors may amend any policy. Failure by the Association or an Owner to enforce any of the policies herein or the separate Procedures document shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one of these policies or Procedures, by judgment or court order, shall in no way affect any of the other Rules and Regulations which shall remain in force and effect.

Owners are responsible for reporting any damage to the outside of their townhomes, land, or adjacent common areas to the Board of Directors or the Management Company. Please submit the request in writing. This will insure good documentation, review, and timely response.

**Monthly Maintenance Fee:**

Our only source of operating income is from our monthly maintenance fees. It is the obligation of every Owner to pay the monthly maintenance fee on time. Direct draft service is available. Fees are due on the first day of the month, without notice, and are considered late if not received by the end of the month and will be subject to a \$20.00 late fee each month they are not paid. Fees should be paid to the Management Company as follows:

**By Mail:**  
Allenton Management  
P.O. Box 3250  
Durham, NC 27715

**In Person:**  
Allenton Management  
3500 Westgate Drive, Suite 800  
Durham, NC 27707

### **Absentee Owners and Renters:**

Owners may delegate their rights of enjoyment of the Common Areas to any tenant with whom they have negotiated a written lease that:

1. Is for a period of at least three (3) months.
2. Requires the lessee to comply with the Innisfree Homeowners Association (HOA) Rules and Regulations.
3. Provides that failure to comply with the Rules and Regulation constitutes a default under the terms of the lease.
4. Owners must inform the Board of Directors or Management Company, in writing, of a change in tenant occupancy within thirty (30) days of occupancy, by reviewing the "Rental of Property" document and completing the "Rental Information" form at the bottom of that document.
5. Only household pets are allowed in Innisfree.

### **Architectural Standards and Changes:**

1. Owners are not permitted to make any additions or changes to any part of the exterior of their townhomes unless submitting a written request to the Board of Directors and approved, in writing, by the Board. Under no circumstances will a verbal request be considered. The Board will have thirty (30) days to approve the request from the date it is submitted by the Owner (see Procedures document for details).
2. Approved architectural standards:
  - A. Front Door:
    - a. Brass Knocker/Kick plate
    - b. Screen, storm, or security door: If wood, the door must be painted (very dark green). If metal, the door may be painted black or very dark green. Any variations to this must be submitted to the architecture chairperson for consideration.
  - B. Window/Front Door Cloth Awnings:
    - a. Awnings may be deemed appropriate by the Owner for use at windows and doors and on decks or patios.
    - b. Retractable awnings may be used on decks or patios only.
    - c. Retractable awnings may be open on the ends with only a minimum of structural framing parts visible.
    - d. Non-retractable awnings must be enclosed on the ends so that structural framing parts are not visible.
    - e. Awnings are to be constructed of woven cloth material, not plastic or metal and the awning border should be "square scallops."
    - f. Approved awning colors are black or "off white," which might be described as a natural canvas shade. Since material shades are changed by manufactures from time to time, the board needs a sample of any proposed awning material and a description of awning design (or product photographs) in order to assure compliance with appearance standards. The sample and description/photographs should be submitted to

the Architectural Chair who will bring the request for approval to the Architectural Committee and submit the Committee's recommendation to the Board of Directors for final approval.

- g. A uniform appearance is desirable and the Board will seek to promote this concept in its final decision(s).

C. Front Iron Gate and Iron Railings:

- a. Unit numbers on the gate must be brass and large enough to be seen from Innisfree Drive.
- b. Iron gates and all iron railings should be semi-gloss black in color.

**Carports:**

1. Firewood must be stacked on a metal frame so as to keep the wood clear of the ground, against the rear wall only and one log deep (see Firewood heading).
2. Only non-commercial automobiles/vans/small truck/SUVs parking are permitted in the carport and on the cement pads. Business vehicles, trailers, motor homes, recreational vehicles, boats, motorcycles, etc., are not allowed in the outside areas.
3. The owner or renter must maintain the carport in a clean and orderly manner, including prompt removal of stains, such as grease and oil, from the concrete surfaces in front surfaces in front of garages and inside the carport.
4. Trash and recycling containers must be stored or screened out of normal sight in the carport until collection day. These containers should be removed promptly from street side on collection day.
5. Cook-out equipment cannot be stored in the carport or the backyard in the common areas.

**Common Areas:**

1. For purposes of these Rules and Regulations, "Common Areas" refers to property of The Owners of Innisfree Association and the homeowner property maintained by the Association, e.g. front yards outside the courtyards and backyards beyond patios and decks.
2. Owners who desire to improve areas other than their courtyards must petition the Board of Directors (Landscape Chairperson) for permission to do so (see Procedures document).
3. No television, radio, communication or other similar antenna(s) should be erected, attached to or hung from or in any part of the Common Areas (see Television Antennas section in this document).

**Complaints:**

All complaints should be directed to the Board of Directors in writing (see Procedures document).

**Courtyards:**

The Association provides two services: grass cutting/leaf blowing and one yearly application of fertilizer and weed control. The owner of the unit is responsible for everything else. Care must be taken to avoid damage to brick walls, paving, and underground drains, etc. Landscaping must not be permitted to invade the properties of neighbors or the Common Areas. Should there be damage or encroachment; the property owner shall solve the problem without delay and bear all the expense of restoration. All damages must be reported to the Board of Directors.

**Covenants, Conditions and Restrictions:**

1. The Innisfree Homeowners Association Resident Handbook should be passed between the buyer and seller. If you do not have this Resident Handbook, the owner should contact the management company or a member of the Innisfree Board of Directors.
2. Duplicate copies may be obtained in the same manner and will be billed to the requesting owner.
3. Any owner who rents or leases his/her unit must incorporate these Rules and Regulations into the lease agreement. A copy of this lease must be supplied to the Innisfree management company. The owner must also provide the lessee with a copy of the Innisfree Homeowners Association Resident Handbook.

**Dumpsters:**

When moving or repair/renovations are being performed at an Owner's townhome, dumpsters are permitted for not more than thirty (30) days without special permission from the Board of Directors. The dumpster must be placed and fit on the Owner's personal parking pad. Reimbursement for any damages to landscaping, parking pad, roadway or pavement caused by the placement of the dumpster in Innisfree will be the responsibility of the unit Owner.

**Firewood:**

Firewood must be stacked on a metal frame either in the back of the carport or on the brick patio of those units that have them. No wood should be stored on the bare ground, on or under decks, or in crawl spaces.

**Garage Sales:**

Outdoor garage sales of any kind are strictly prohibited in Innisfree.

**Gazebo:**

Board notification is required for all scheduled events.

**Landscaping:**

See Common Areas or Courtyard sections of this document.

**Noise:**

Residents, lessees, or renters will not cause or permit unusual or objectionable noises that disturb others. "Objectionable" refers to frequent or continuous noise from social gatherings, pets, stereo/TV/radio/alarms, vehicles or other equipment.

**Parking:**

In order to reduce the possibility of damage to vehicles of owners and guests, and provide adequate access for emergency vehicles, trash collection and other large vehicles that must enter Innisfree, **No Parking** is permitted on Innisfree Drive subject to the following restrictions:

1. Homeowners must park their vehicles (see Carports section in this document) on the cement pads, in the garage or in the carport of their townhomes. Parking by Owners is not permitted in designated visitor parking areas between units #1 and #2, across from unit #10, and at the end of Innisfree Drive between units #39 and #42. In exceptional cases, permission to park on Innisfree Drive or temporarily use the visitor parking areas may be granted by the Board of Directors upon written request by the homeowner.
2. Visitors of Owners should park on/in the areas (in front of the carport, carport, or in front of the garage of the) Owner they are visiting. For short visits, not to exceed two weeks, visitors may use the visitor parking areas noted above. Homeowners may request an extension by submitting a written request (see Procedure document) to the Board of Directors.
3. No parking is permitted on the grass. Homeowners, renters, and visitors must exercise care leaving an Owner's driveway so as not to damage the grass/landscaping. Damages will be repaired by the Association at the expense of the Owner, whether caused by the Owner, renter, or visitor.

**Pets:**

1. Only household pets are allowed in Innisfree.
2. No pet will be kept outside the home in a cage, pen, and fenced area or on a tether.
3. Pet Owners are not permitted to allow their pet(s) access to the Common Areas (see Common Areas section in this document) unless on a leash. Pet Owners are not permitted to allow their pet(s) to roam freely at any time. Failure to maintain control of pet(s) at any time will be considered a violation of this rule.

4. Owners walking their pet(s) must take precautions to protect the landscaping and plantings of neighbors and the Common Areas, and especially all areas likely to be walked upon or viewed by others; some means must be used to remove potentially offending material(s), e.g. a “pooper scooper.”

**Service Personnel:**

People hired by the Association are under contract to provide specific services for pre-determined fees. No Owner or renter is permitted to interfere with or redirect such employees, unless there is an immediate issue of bodily harm or safety involved, including environmental issues such as dumping hazardous materials on or into Innisfree grounds. Call the Management Company or a member of the Board of Directors if a problem is witnessed and noted. Private arrangements between Owners or renters and service personnel require separate arrangements that do not, in any way, involve or add to the expenses of the Association.

**Signs:**

1. Owners may post only two types of signs at their homes: “For Sale” and Security.
2. A single “For Sale” sign may be placed on the Owners property so long as the sign does not damage a neighbor’s property or interfere with Innisfree signs or markers. Words such as “Reduced [for Quick Sale,” cannot be added to any “For Sale” sign. No “For Rent” signs are permitted.
3. A single Security sign may be placed in the lower right or left panel of the homeowner’s garage door or nearby.

**Solicitations:**

Door-to-door and mailbox solicitations are not permitted. All residents are urged to so inform solicitors that Innisfree Drive is private property, not a public thoroughfare and, therefore, City permits are not valid for solicitation in Innisfree.

**Speed Limit:**

The speed limit in Innisfree is 15 mph.

**Television Antennas:**

In accordance with the Telecommunications Act of 1996 and amended in 1999, satellite antennas of 21” or less in diameter may be installed by homeowners on or within their property in such a manner that they are not visible from the front of the townhouse. If necessary to locate the antenna on any part of the dwelling maintained by the Association, in order to receive an “acceptable signal,” any damage caused thereby shall be the responsibility of the homeowner. No satellite or other television antenna shall be erected in the Common Areas. In the interest of maintaining the

overall décor of Innisfree, homeowners are encouraged to locate antennas in such a manner that they are not visible to neighbors as well as from the front of the townhouse. Homeowners are requested to discuss the proposed location with the Architectural Chair prior to installation. If it appears necessary to locate an antenna without the above guidelines in order to receive an “acceptable signal,” the homeowner is requested to notify the Board of Directors for possible resolution.

**Temporary Storage Containers (PODS):**

Storage containers such as these are used when moving or for repairs and renovations are permitted for no more than thirty (30) days without special permission from the Board of Directors. The container must be placed and fit on the Owner’s personal parking pad. Reimbursement for any damages to parking pad, roadway, pavement or landscaping caused by the placement of the container in Innisfree will be the responsibility of the unit Owner.

**Trash and Recycling Containers:**

Containers for trash and recycling must be stored or screened so that they are out of normal sight in the carport until collection day, which is currently Tuesday mornings. These containers should be removed as promptly as possible from the curb on collection day.

**Violations:**

Any Owner or resident found in violation of any of these Rules and Regulations will be notified, in writing, prior to any fines or remedies being imposed by the HOA Board of Directors.

OWNERS HAVE THE RIGHT BY NC State Statue 47F-3-107.1 TO AN APPEAL to a panel appointed by the HOA Board of Directors, who are members of the Association but not members of the HOA Board of Directors. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be assessments secured by liens.