SEVEN OAKS HOMEOWNERS ASSOCIATION

Rules and Regulations

Pursuant to Article XI, Section 1 of the Seven Oaks Homeowners Association (SOHA) Declaration of Covenants, Conditions and Restrictions, the following rules and regulations have been formulated by the SOHA Board of Directors for the protection and general welfare of the development. These rules, **which prohibit political signs**, supplement the regulations of the Declaration of Covenants, Conditions and Restrictions of the Association.

Any rule may be amended by the Board of Directors. Failure by the Association or any resident to enforce any of the rules and regulations herein contained shall in no event be deemed waiver of the right to do so thereafter. Invalidation of any one of these rules or regulations by judgment or court order shall in no way effect any of the other rules that shall remain in full force and effect. Violations of these rules and regulations should be reported in writing to the Board of Directors or the management company. Homeowners are responsible for reporting any damage to the outside of their units, their land and adjacent common areas.

These rules and regulations became effective on January 1, 2004 and were amended on March 28, 2006 and **September 25, 2007**.

COMMON AREAS

1. All landscaping in the common areas is to be left undisturbed unless approved by the Board.
2. Residents should respect the common areas adjacent to their neighbor's property.
3. No sports equipment shall be displayed or erected in a permanent way in Seven Oaks. Toys or other personal items used in the common areas on a temporary basis shall be removed and not be left overnight.
4. No pet facility shall be permitted on the common grounds, including doghouses, dog runs, etc.
5. No antenna shall be permitted at Seven Oaks.
6. Digital satellite dishes (21" or less in diameter) may be installed on your townhouse, provided that a request is submitted to and approved by the SOHA Board of Directors or management company. Request must include the location and the method of installation. Any costs or damages caused by the installation or removal of the satellite dish will be the responsibility of the Owner.

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 paid within ten (10) days of the due date, and will be subject to a **$20 late fee** each month on each payment. 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 901
Durham, NC 27707

BUILDING EXTERIORS

1. No sign, ***including but not limited to political signs,*** shall be erected on the common grounds or in front of any unit, except "for sale/lease" signs without the express written permission of the Board of Directors. Each unit Owner shall be allowed to erect one "for sale or for rent" sign directly in front of his or her unit only.

2. Wood for fireplaces shall be neatly stacked at least 10 feet away from the unit to avoid problems with termite infestation.

3. Front porches should be kept clean and neat at all times and should not be used for the placement of any items other than patio furniture and flower pots.

4. All residents' garbage containers, recycling bins, barbecue grills, bicycles, or other personal items shall be not be visible from the front of the unit.

5. Garbage containers and recycling bins must be removed from the street immediately after each regularly scheduled pick-up day, which currently is Tuesday.

6. Outside clotheslines shall be prohibited.

7. **Garage and estate sales are prohibited.**

8. **Temporary storage containers (PODS) that are used when moving or for repairs or renovations are permitted for thirty (30) days and may only be placed in the Owner's parking space. Any damage to the road or pavement caused by the placement of the container on Seven Oaks property will be the responsibility of the Owner to repair.**

9. Exterior decorations, seasonal or holiday shall be limited, modest and unobtrusive **and must be placed on the Owner's property only and not on common property. This includes holiday decorations, which must be removed after the holiday season.**

LANDSCAPE MAINTENANCE

1. The Association intends to preserve and enhance the appearance of the grounds by providing maintenance of the grounds and assuming responsibility for all plantings, unless otherwise noted. Owners assume maintenance for anything they plant.

2. The Owners may plant, on their own land, bulbs, annuals, perennials and shrubs in the area directly in front of, beside, or behind their home. Flowers may also be planted in containers.

3. No statuary, fences or other objects are to be placed in the common area or in any green space, where they interfere with lawn mower access.

ARCHITECTURAL CONTROL - BUILDING AND LANDSCAPE CHANGES:

1. Owners are not permitted to make any additions or changes to any part of the exterior of the building unless submitted to the Board of Directors or Architectural Control Committee and approved in writing within thirty (30) days as per Article VI of the SOHA Declaration of Covenants, Conditions, and Restrictions. Under no circumstance will a verbal request be considered.

2. All landscaping is to be left undisturbed unless approved in writing by the Board. All requests for additions or changes to the landscaping must be submitted to the Board in writing. No verbal request will be considered.

3. Storm doors may be installed, provided they are the full-view type and match the color of the door or door trim.

PETS

KEEPING OF TYPICAL DOMESTIC PETS IS PERMITTED WHEN THE FOLLOWING RULES ARE OBSERVED

1. All animals should be vaccinated and properly licensed with the City of Durham.

2. Dogs are to be walked on leashes. Owners must clean up immediately after their dogs. Dogs are not to be tied or staked outside without the Owner in attendance.

3. Cats, when outside, should have Owner identification tags.

4. Breeding of animals for commercial purposes will not be permitted on SOHA property or any common areas.

5. Any pet running loose shall be considered a stray and may be reported the animal control officer for Durham at 560-0360. **Please note that this provision also applies to cats.**

6. The Board of Directors shall have the right to order, through management, any person whose pet is a nuisance and who does not comply with the above rules to remove such pet from the premises.

MOTOR VEHICLES AND PARKING

(For the purpose of this section, an approved motor vehicle is a conventional passenger automobile, motorcycle or truck of ½ ton or less)

1. Unlicensed and/or inoperable motor vehicles, shall not be operated or stored at Seven Oaks. All approved motor vehicles must have current inspection stickers.

2. Parking is permitted in designated spaces only. **Parking in the grass, along the side of street and entrances or on sidewalks is prohibited**.

3. PARKING RIGHTS: Ownership of each townhouse shall entitle the Owner or Owners thereof to the use of not more than **two vehicular parking spaces**, which shall be as near and convenient to said unit as is reasonably possible.

4. VISITOR PARKING is permitted only in designated and/or marked visitor spaces. **If you plan to have several guests using parking spaces, please inform your neighbors as a courtesy.**

5. SPEED LIMIT: The speed limit shall be 10 MPM throughout the development.

6. CAR REPAIRS: No car repairs are permitted at Seven Oaks.

7. VEHICLE WASHING: Washing of a vehicle is permitted in the homeowner's assigned space only and as long as it does not interfere with other neighboring parked vehicles and property.

8. The parking of RV's, boats, campers or utility trailers is prohibited. (Call Woodcroft at 493-1551 for availability of offsite storage)

9. The SOHA Board of Directors reserves the right to enforce towing, at the Owner's expense, for any parking violations.

GENERAL

1. No professional and/or commercial business activities shall be conducted in or from residences in Seven Oaks.

2. All personnel hired by the Board or management company shall be the responsibility of the Board or management company. All concerns should be directed to the management company or a member of the Board of Directors for action.

3. Any suspicious activity should be reported immediately to the Durham Police Department by calling 911 and to management company or a member of the Seven Oaks board.

4. While North Carolina fire code do not apply to townhomes when regulating charcoal and gas grills, Owners are urged to keep these as far from the unit as possible. The NC Fire code recommends at least 10 feet from any living area.

NON-RESIDENT OWNERS AND TENANTS

1. Non-resident Owners may delegate their rights of enjoyment of our common properties to any Tenant with whom they have negotiated a written Lease that:

   a. requires the Lessee to comply with the Seven Oaks rules and regulations; and
   b. provides that failure to comply constitutes a default under the Lease.

2. Non-resident Owners must notify a member of the Seven Oaks Board of Directors or the Association Management Company of any change in their address or phone number within ten (10) days of the change.

3. All Non-resident Owners must provide a member of the Seven Oaks Board of Director or the Association Management Company with a copy of the Lease Agreement, including the phone number of any new Tenant within thirty (30) days of a change.

4. Leasing shall not relieve any Non-resident Owner from their obligations of ownership hereunder the rules and regulations, declaration of covenants, by-laws or article of incorporation of the Seven Oaks Homeowners Association.

VIOLATION OF ANY OF THE ABOVE RULES MAY BE PUNISHABLE AS FOLLOWS:

First Offense:	**Written warning**
Second Offense:	**$ 25.00 Fine**
Third Offense:	**$ 50.00 Fine**
Fourth Offense:	**$ 100.00 Fine**

Fines will be due and payable upon receipt of notice. Fees not paid within thirty (30) days will result in a lien being placed on the property and all court fees and attorney fees associated with the proceeding will be added to the cost.

Seven Oaks Homeowners Association

MAINTENANCE RESPONSIBILITIES

The Seven Oaks Homeowners Association is responsible for:

1. Repairing and/or replacing roofs, flashing, ridge vents and plumbing vent boots.
2. Repairing and/or replacing flashing around skylights.
3. Pressure washing and painting of exterior building surfaces every five (5) years.
4. Repairing and/or replacing rotted siding, trim, facia, crawl space doors, foundation vents and all step and front porch hand rails and railings.
5. Cleaning, repairing and/or replacing gutters, downspouts and exterior foundation drains.
6. Repairing and/or replacing water, sewer and storm drain lines between the meter and the exterior of the townhome or on any Seven Oaks common property.
7. Exterior drainage – french drains, natural swells, etc.
8. Repairing and/or replacing all street, entrance or mail house lighting.
9. Repairing and/or replacing all roadways, parking areas and sidewalks.
10. Repairing and/or replacing mailbox and mailbox locks.
11. Performing annual termite inspection.
12. Lawn Care:
    - Grass will be mowed, edged, seeded, fertilized and aerated.
    - Natural areas visible from the street will be weeded and mulched as needed.
    - Shrubbery will be pruned, sprayed for disease and replaced when necessary.
    - Trees will be pruned away from buildings, walkways and other surfaces. Dead, diseased and dying trees will be removed as needed.

The Seven Oaks Unit Owner is responsible for:

1. Repairing and/or replacing skylights and solar tubes. (Association will repair flashing only)
2. Repairing and/or replacing attic fans.
3. Repairing and/or replacing all exterior doors, including storm and storage room doors.
4. Repairing and/or replacing windows and screens.
5. Repairing and/or replacing porches (including ones screened), decks, patios and deck steps.
6. Repairing and/or replacing exterior water faucets, whether attached to the unit or otherwise.
7. Repairing and/or replacing exterior light bulbs and fixtures.
8. All pest control (except for Termite contract, which is furnished by Association).
9. All structural, foundation and brick repairs, including but not limited to damages caused by settlement.