

Beech Hill II Homeowners Association Residents' Handbook 2003

Pursuant to Article IX, Section 4 of the Beech Hill II Homeowners Association (BH2) "*Declaration of Covenants, Conditions and Restrictions*," the BH2 Board of Directors formulated the following rules and regulations for the protection and general welfare of the development. These rules supplement the regulations of the Declaration of Covenants, Conditions and Restrictions of the Association.

The Board of Directors may amend any rule. 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, 1991 and were updated in 2003.

RULES AND REGULATIONS

COMMON AREAS

1. Beech Hill II provides a central trash bin area for disposal of household trash. All trash should be bagged and securely tied, placed in one of the rollout containers and the container placed back in the bin.
Do not leave large items such as furniture or mattresses at the bin. For pickup of large items, call the City's Solid Waste Department at 560-4185; see http://www.ci.durham.nc.us/departments/solid/bulky_item.cfm.
2. The City of Durham provides curbside recycling. Owners and Residents are strongly encouraged to participate. To request information or a bin, contact TFC Recycling at 957-8803, or see the City web site at http://www.ci.durham.nc.us/departments/solid/wr_default.cfm.
Make sure your bin is secure to prevent newspapers and other items from spreading by the wind or other means. Recycling bins should be put out only on scheduled pickup day. If you are out of town on the regularly scheduled day, please ask a neighbor to remove your container from the street.
3. All landscaping in the common areas is to be left undisturbed unless approved by the Board; see the section on "Landscape Maintenance," page 3.
4. Residents should respect the common areas adjacent to their neighbors' property.
5. No sports equipment shall be displayed or erected in a permanent way in Beech Hill II. Toys or other personal items used in the common areas shall be removed and not be left out overnight.
6. No pet facility shall be permitted on the common grounds, including doghouses, dog runs, etc.

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. **PARKING RIGHTS:** Ownership of each townhouse shall entitle the Owner thereof to the use of two parking spaces. There is no marked or assigned parking; use shall be on a first-come, first-serve basis.
2. **VISITOR PARKING** is limited. Owners or Residents expecting several visitors should ask them to park at the pool, and not in front of others' homes.
3. Unlicensed and/or inoperable motor vehicles shall not be operated or stored at Beech Hill II. All motor vehicles must have a current state inspection sticker.
4. Parking is permitted in marked spaces only. Parking in the grass or pine straw areas, along the side of street and entrances or on sidewalks is prohibited.
5. No major car repairs are permitted at Beech Hill II, and cars may not be left on jackstands.
6. Washing vehicles is permitted as long as it does not interfere with other parked vehicles and property.
7. The parking of RV's, boats, campers or utility trailers is prohibited.

The BH2 Board of Directors reserves the right to enforce towing, at the Owner's expense, for any parking violations.

BUILDING EXTERIORS

1. No sign shall be erected on the common grounds or outside 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. An annual termite inspection is conducted; you will be notified when this is to take place. Your crawl space should be accessible for the inspection.
3. Decks should be kept clean and neat at all times and should not be used for the storage of items other than outdoor furniture, recycling bins, barbecue grills, and flower pots.
4. Empty outdoor containers of standing water, as these provide breeding places for mosquitoes.
5. Barbecue grills, trash, bicycles, or other personal items shall not be visible from the front of the unit.
6. Recycling bins must not be left on the curb after the regularly scheduled pick-up day.
7. Outside clotheslines shall be prohibited.
8. Seasonal or holiday exterior decorations shall be limited, modest and unobtrusive.
9. No outdoor antennas shall be permitted at Beech Hill II. Digital satellite dishes (21" or less in diameter) may be installed on the back of your townhouse, provided that a written request is submitted to and approved by the BH2 Board of Directors.

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 they submit a proposal to the Board and it is approved in writing as per Article V of the BH2 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.

LANDSCAPE MAINTENANCE

1. The Homeowners Association intends to preserve and enhance the appearance of the neighborhood by providing maintenance of the grounds and plantings, except as noted below.
2. Owners may plant bulbs, annuals, perennials and shrubs in the area directly in front of, beside, or behind their home. Flowers may also be planted in containers. Owners assume responsibility for their plantings.
3. No statuary, fences or other objects are to be placed in the common areas or where they could interfere with maintenance access.

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; plastic bags are available at the pet stations in Colony Hill. 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 BH2 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 applies to cats as well as dogs.
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.

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 Beech Hill II 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 Beech Hill II 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 Beech Hill II Board of Directors or Allenton 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 Beech Hill II Homeowners Association.

GENERAL

1. No professional and/or commercial business activities shall be conducted in or from residences in Beech Hill II.
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 for action.
3. Any suspicious activity should be reported immediately to the Durham Police Department by calling 911.
4. While North Carolina fire code does 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.

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; call Allenton Management at 490-9050 for information. Fees are due on the first day of the month without notice, are considered late if not paid within fifteen 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

VIOLATIONS

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

(Parking violations may be punishable by towing at the expense of the Owner or Resident)

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.