

The Oaks at Hope Valley

Rules and Regulations

January 2014

Oaks at Hope Valley Home Owners Association, Inc.

Rules and Regulations

The Board wishes to foster a community of friends who respect the rights of others. Compliance with certain rules and regulations is necessary to accomplish this in the close community in which we live. No owner, resident, or guest will be allowed to infringe on the rights of their neighbors. It is the responsibility of the Board to enforce compliance with these rules in an equitable manner but not harass those that may occasionally slip.

Pursuant to Article VI Section 1 of the HOA By Laws, the HOA Board of Directors for the protection and general welfare of the community has formulated the following rules and regulations. These rules supplement the contents of the Declaration of Covenants, Conditions, and Restrictions of the Association.

The Board of Directors may amend any rule. Delay or failure by the Association or any Owner to enforce any of the rules and regulations herein contained shall in no event be deemed a 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 affect any of the other rules, which shall remain in force and effect.

Violations of these rules and regulations should be reported by phone to a member of the Board of Directors or the management company and followed up in writing. Owners are responsible for reporting any damage to the outside of their town home, land or adjacent common area to the Board or the Management Company.

These rules became effective on November, 1999 and were amended in January, 2014.

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. Fees are due on the first day of the month without notice and are considered late if not paid by the last business day of that month. Electronic fund transfer service is available. Late payments will be assessed a \$20.00 penalty each month on each payment. Monthly maintenance 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.

Building Maintenance

1. HOA shall provide routine exterior maintenance as per Article VIII of the HOA Declaration of Covenants, Conditions, and Restrictions, on each town home as follows: paint, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks, patio fences and other exterior improvements made prior to the transfer of title to the Owner. Any other maintenance including is the responsibility of the Owner.

2. Repairs of damage caused by an “act of God” such as a windstorm, are the owner’s responsibility. HOA owns only common ground including parking lots, streets, and streetlights, but not structures. In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his or her family, guests or invitees, or is caused by fire, lightening, windstorms, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance is the Owner’s.
3. The association assumes responsibility of an annual termite inspection. Any repairs required as the result of these inspections must be performed and paid for by the Owner. In the event that an Owner fails to complete the required repairs after notice from the Association, the Board may decide to have the repairs completed and charge these to the Owner. If the Owner fails to make arrangements with the Association for reimbursement, the Association may proceed with the collection procedures called for in Article IV Section 9 of the Declaration of Covenants, Conditions, and Restrictions.
4. The Board has established a painting and inspection schedule that gets every unit painted within a five-year period. A copy of the schedule is available from the Board or management company. The policy is to paint railing at the same time the siding is done. Replacement of rotted wood on all the building exterior surfaces, including but not limited to decking, railing, siding, facial boards, window and door trim, is the responsibility of the individual unit Owner. The Association will have the exterior of each unit that the scheduled for painting that year inspected for rotted wood by a licensed contractor. The Association will contact each Owner approximately ninety days prior to the scheduled painting and provide them with a list of the items that need to be replaced on their unit and give them an opportunity to repair. If the Owner fails to repair within this period, the Association will have the work done and will bill the Owner. Outside the normal scheduled painting, the Association will furnish paint for those Owners who replace rotted wood. Contact the management company to make arrangements for delivery.

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 and approved in writing as per Article V of the HOA Declaration of Covenants, Conditions and Restrictions. Under no circumstance will a verbal request be considered.
2. All landscaping is to be left undisturbed. All requests for additions or changes to the landscaping must be submitted to the Board in writing. No verbal request will be considered.

To illustrate this rule, planting spring bulbs or seasonal flowers in the already landscaped area in front of your unit is permissible and does not require written permission. In the alternative, if you wish to dig up a section of your lawn for gardening or landscaping, the permission of the board is required. That is, architectural control is

necessary because of the concern that unauthorized landscaping will detract from the appearance and uniformity of this planned community. Also, the HOA is concerned that additionally landscaped areas render lawn maintenance more difficult, time-consuming, and costly.

3. No antennas shall be permitted. Digital satellite dishes of 18 inches or less are acceptable. Management must approve the placement prior to installation.

Landscape Maintenance:

1. The Association intends to preserve and enhance the beautiful, natural and informal appearance of the grounds by providing maintenance of the grounds and assuming responsibility for all plantings (except watering) unless otherwise noted. Owners assume responsibility for anything that they plant.
2. Spring bulbs and seasonal flowers may be planted in the area directly in front of beside, or behind each unit. Flowers may also be planted in containers. Maintenance of these shall be the responsibility of the Owner.
3. No statuary, fences or other objects are to be placed in the common area or in any green space in which objects interfere with lawn mower access.
4. The Board has the right to remove any unauthorized changes to the grounds that an Owner refuses to correct after being notified of such. The cost of the removal will be billed to the Owner.
5. Owners are asked to make any special or individual requests through the management company, not to the landscaping contractor. It is impossible for the contractor to know who is responsible for payment of special requests. Directing these requests to the management company should eliminate confusion.

Common areas:

1. Owners and residents should respect the common areas adjacent to their neighbor's property.
2. No sports equipment shall be displayed or erected in a permanent way in the Oaks at Hope Valley. Toys or other personal items used in the common areas on a temporary basis shall be removed and are not to be left overnight.
3. No pet facility is permitted on the common grounds, including doghouses, pet runs, etc.
4. Personal items shall not be stored or kept in the common areas without written approval from the Board.

Building Exteriors/Trash:

1. No sign or flag shall be erected on the common grounds, at the entrance, or outside of any unit, except for sale/for lease signs and markers designating the use of a home security system, without the express written permission of the Board. Each unit owner may erect one for sale or for lease sign directly in front of his or her unit only.
2. All residents' barbeque grills, bicycles or other personal items shall not be visible from the front of the unit. Porch furniture designed specifically for outdoor use is exempt from this requirement.
3. The Association rents a dumpster for disposal of household trash. All trash should be bagged and securely tied before placing in the dumpster. As a courtesy to other residents, please slide the side doors of the dumpster closed after each use. All boxes should be broken down before being placed in the dumpster. No large items such as furniture or mattresses should be left at the dumpster. Call the City of Durham Solid Waste Department at 560-4185 for pickup of these items or take them to the City of Durham Landfill on East Club Blvd. Should you find a problem with the dumpster, please report it immediately to Allenton Management at 490-9050.
4. Permanent outside clotheslines are prohibited.
5. An Owner who is moving may place a storage POD in their parking space for up to one week. Additional time must be approved by the Management Company.
6. Statuary and exterior decorations such as seasonal or holiday decorations shall be limited, modest, and unobtrusive. Any lighted displays are particularly subject to this requirement. Holiday decorations should be removed after the holiday season.

Vehicles and Parking:

1. All motor vehicle laws of the State of North Carolina shall be observed on all roads in The Oaks at Hope Valley.
2. Speed limit – The speed limit shall be 15 MPH throughout the development.
3. No on street parking is allowed. The roads are considered "fire lanes" and must not be blocked. Parking is permitted only in areas marked for that purpose. Please notify neighbors as a courtesy when having multiple guests and advise your guest not to park in marked spaces.
4. Parking rights – Ownership of each Lot shall entitle the Owner or resident 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. Owners and residents may not use others' assigned spaces as overflow without the express permission of that neighbor.

5. No unlicensed and/or inoperable vehicle, truck of more than one and one-half tons gross weight, boat, RV, trailer, etc. are to be operated or stored in The Oaks at Hope Valley.
6. Motorcycle owners shall provide metal plates for kickstands to prevent damage to the pavement.
7. Washing a vehicle is permitted in the homeowner's assigned space only, and should in no way interfere with others.
8. The Board of Directors reserves the right to enforce towing, at the Owner or Resident's expense, for any parking violations.

Pets:

Keeping 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. Moreover, the animal should wear a valid license tag and rabies tag at all times (cats as well as dogs).
2. Animals are to be walked on leashes. Animals should not be allowed to urinate on decorative shrubs or bushes. Owners MUST clean up immediately after their pets in ALL areas. This clean-up rule applies regardless of where the act occurs and no animal is exempt regardless of its size. Curbing pets in neighbors' areas is strictly prohibited.
3. Animals are not to be tied or staked outside or left on decks or patios without the Owner in attendance.
4. Any dog or cat running loose will be considered a stray and will be reported to the animal control officer of the City of Durham. A pet is considered a stray when it is off the property of its owner and not under restraint by means of a chain, leash, or other device. Voice command is not recognized as adequate restraint. Please note this provision also applies to cats.
5. According to the City of Durham ordinances, a dog is considered a nuisance when it habitually and continuously barks, whines, or howls in an excessive manner (one or more times per minute during a ten-minute period or between 11 p.m. and 7 a.m.). Violators may be reported to the Animal Control Officer or the Police Department.
6. The breeding of animals for commercial purposes is not permitted.
7. The Board of Directors shall have the right to order any person whose pet is a nuisance and who does not comply with the above rules to remove such pet from the premises.

Procedures for Enforcement:

1. Any resident should feel free to remind a violator that owners must clean up immediately after pets. Size of pets does not exempt participation.
2. If a reminder is unheeded it is the resident's responsibility as the observer to contact a board member. A board member will then contact the violator directly.
3. Any resident can report infractions directly to the Durham County Animal Control Department 560-0630.

Penalties for Violations:

1. North Carolina Statutes for violations of City/County ordinances provide for fines and possible imprisonment. Infractions for loose stray dogs, nuisance cats, non-vaccination, etc. are considered misdemeanors and carry fines of \$50.00 or imprisonments not exceeding 30 days.
2. Ultimate enforcement of penalties for violations will be coordinated between the Board, individual residents and the Animal Control Department.

Absentee Owners and Renters:

Owners may delegate their rights of enjoyment of our common properties to any tenant with whom they have negotiated a written lease provided that the following conditions are met:

1. Owners must inform the Board or management company in writing immediately of the name, telephone number and email address (if applicable) of any new tenant.
2. The Lease must be for a period of at least three months.
3. The Lease must require the lessee to comply with the HOA rules and regulations.
4. The Lease must provide that failure to comply constitutes default under the lease.
5. Leasing shall not relieve Owners from their obligations of ownership.

General:

1. Any suspicious activity should be reported immediately to the Durham Police Department by calling 911.
2. All personnel hired by the Board shall be the responsibility of the Board or management company. All concerns should be directed to the management company or the appropriate committee chair.

3. While the North Carolina fire codes do not apply to town homes when regulating charcoal and gas grills, Owners are urged to keep these as far from the units as possible. The NC fire code recommends at least 10 feet from any living area.
4. The HOA Board will notify any Owner or Resident found in violation of any of these rules and regulations in writing prior to any fine or remedies.

OWNERS HAVE THE RIGHT BY NC State Statute 47F-3-107.1 TO AN APPEAL to a panel appointed by the OAHV Board of Directors, who are members of the Association but not members of the OAHV 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 days after the decision that the violation occurs. Such fines shall be assessments secured by liens.