

**The Owners of Innisfree Association, Inc.
Rules and Regulations**

Revised November 2020

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 any owner to enforce any of the policies or procedures herein contained 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 townhouse, land or adjacent common area to the board 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 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, are considered late if not received by the 20th of the month, and will be subject to a \$20.00 late fee each month they are not paid. Fees in arrears for more than 90 days will be turned over to the association attorney for imposition of a lien on the property. All legal fees will be born by the homeowner.

Fees should be paid to the management company:

By Mail

Allenton Management
P.O. Box 3250
Durham, NC 27715

In Person

Allenton Management
3500 Westgate Drive, Suite 800
Durham, NC 27707

Architectural Standards and Changes:

1. Owners are not permitted to make any additions or changes to any part of the exterior of their townhouse unless submitted in writing to the board and approved in writing. Under no circumstance will a verbal request be considered. The board will have thirty (30) days to approve the request from the date the owner submits it.
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 or stained a natural color. If metal, the door may be painted black or very dark green. Any variations must be submitted to the architecture chair 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 and 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 framing parts in view.
 - d. Non-retractable awnings must be enclosed on the ends so that framing parts are not visible.
 - e. Awnings are to be of woven cloth material, not plastic or metal. 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 manufacturers 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 submit a recommendation to the board for final approval.
 - g. Awnings must be maintained and cleaned on a regular basis. Maintenance is the responsibility of the homeowner.
 - h. A uniform appearance is desirable, and the board will seek to promote that concept in its decisions.
 - C. Front Iron Gates and Iron Railings:
 - a. Unit numbers on the gate must be brass and large enough to be seen from the street.
 - b. Iron gate and all iron railings must be semi-gloss black.

Carports:

1. Firewood must be stacked on a metal frame to keep the wood clear of the ground, against the rear wall only and one log deep. All firewood must be stored in either the carport or on the brick patio.
2. Only non-commercial automobile/van/small truck/SUV parking is permitted

- in the carport and on the cement pads. Business vehicles, trailers, motor homes, recreational vehicles, boats, etc. are not allowed.
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 of garages and inside the carport.
 4. Trash and recycling containers must be stored or screened so that they are out of normal sight other than the normal collection day. These containers should be removed promptly from street on collection day.
 5. Cookout equipment cannot be stored in the carport or in 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 outside of patios.
2. Owners who desire to improve areas other than their courtyards must petition the board (landscape chairperson) for permission.
3. No television, radio, communication or other similar antenna(s) should be erected, attached to or hung from any part of the common areas (see Television Antennas section in this document).

Gazebo: Board notification is required for any proposed events.

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 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 costs of restoration. All damages must be reported to the board of directors.

Landscape:

Owners are not permitted to make any additions or changes to any part of the landscaping outside of the townhouse courtyard unless submitted in writing to the board and approved in writing. Under no circumstance will a verbal request be considered. The board will have thirty (30) days to approve the request from the date the owner submits it.

Garage Sales:

Garage sales, tag sales, estate sales or any other event that brings the general public or invited shoppers to the neighborhood are strictly prohibited in Innisfree.

Parking:

1. 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.

2. Homeowners must park their vehicles on the cement pads, in the garage or in the carport of their townhome. Parking by homeowners 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 the street or temporarily use the visitor parking area may be granted by the board upon written request of the homeowner.
3. Visitors of homeowners should park on/in the homeowner's parking area 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 such a request to the board in writing.
4. No parking is permitted on the grass. Homeowners must exercise care in leaving their driveways so as not to damage the grass. Damage to the grass will be repaired at the expense of the damaging owner, whether caused by the owner, renter or visitor.

Pets:

1. Only house pets are allowed in Innisfree.
2. Vicious dogs or other animals are strictly forbidden.
3. No pet can be kept outside the home in a cage, pen, fenced area or on a tether.
4. Pet owners are not permitted to allow their pet(s) access to the common area (See Common Area in this document) unless on a leash. Pet owners are not permitted to allow their pet(s) to roam freely at anytime.
5. 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, 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 if a problem is noted. Private arrangements between owners or renters and service personnel require separate arrangements that do not in any way involve 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 owner's property so long as the

sign does not damage a neighbor's property. 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 owner's garage door or nearby.

Solicitations:

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

Absentee Owners and Renters:

Owners may delegate their rights of enjoyment of 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 Rules and Regulations.
3. Provides that failure to comply constitutes a default under the lease.
4. Owners must inform the board or management company in writing of a change in tenant within 30 days of occupancy.
5. A copy of the lease agreement must be provided to the management company.

Speed Limit: The speed limit in Innisfree is 15 MPH.

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. These containers should be removed as promptly as possible from the curb on collection day.

Temporary Storage Units and Dumpsters:

Temporary storage containers, such as PODS, and/or dumpsters that are used when moving or for repairs and renovations are permitted for not more than thirty (30) days, without special permission from the board. The container 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 container in Innisfree will be the responsibility of the unit owner.

Television Antennas and Satellite Dish:

In accordance with the Telecommunications Act of 1996 and amended in 1999, homeowners may install satellite antennas of 21" or less in diameter on or within their property in such a manner the antenna is 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 can be erected in the common areas. In the interest of

maintaining the overall decor of Innisfree, homeowners are encouraged to locate antennas in such a manner that they are not visible to neighbors or from the front of the townhouse. Homeowners should 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 should notify the board for possible resolution.

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.

Covenants, Conditions and Restrictions:

All Innisfree governing documents can be found online at:
<https://allenton.com/innisfree/>

Complaints: All complaints should be directed to the board in writing.

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 imposed by the board.

OWNERS HAVE THE RIGHT BY NC State Statute 47F-3-107.1 TO AN APPEAL to a panel appointed by the boards, who are members of the association but not members of the board. 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.