

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

**Revised February 2026**

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 to **[www.Allenton.com/Innisfree](http://www.Allenton.com/Innisfree)**. This will **ensure** 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 end 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 borne by the homeowner.

Fees should be paid to the management company. **Monthly ACH draft service is also available:**

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:
    1. Brass knocker/kick plate
    2. Screen, storm, or security door: If wood, the door must be painted very dark green, **black** or stained a natural color. If metal, the door may be painted black or very dark green.
  - B. Window/Front Door Cloth Awnings:
    1. Awnings may be deemed appropriate by the owner for use at windows and doors and on decks and patios.
    2. Retractable awnings may be used on decks or patios only. Retractable awnings may be open on the ends, with only a minimum of framing parts in view.
    3. Non-retractable awnings must be enclosed on the ends so that framing parts are not visible.
    4. Awnings are to be of woven cloth material, not plastic or metal. The awning border should be square scallops. Approved awning colors are black or **natural canvas**. 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.
    4. Awnings must be maintained and cleaned on a regular basis. Maintenance is the responsibility of the homeowner. A uniform appearance is desirable, and the board will seek to promote that concept in its decisions.
  - C. Front Iron Gates and Iron Railings:
    1. Unit numbers on the gate must be brass and large enough to be seen from the street.
    2. Iron gate and all iron railings must be semi-gloss black.
  - D. **Exterior Doors & Window Frames**
    1. **Front doors are to be painted black or dark green.**
    - Replacement of exterior windows and doors (other than front door) must be architecturally consistent with existing**

**windows and doors. They must be able to be painted Innisfree Bisque upon installation. Board approval is required for replacement of windows and doors.**

**E. Exterior Lighting**

**If replacing any exterior lighting, it should be a carriage light in a brass or black finish in order to maintain consistency. Before installing exterior lighting the home owner must get board approval.**

Carpports:

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. **The carport is not to be used as a storage area.**
4. Trash and recycling containers must be stored or screened so that they are out of normal sight **(in the garage, at the back of the carport or screened at the back of the carport)** other than the normal collection day. These containers should be removed promptly from the 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 courtyards should be kept neat and orderly, free of debris, grills and trash. The courtyards must not be used as a storage area.** 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.

**Patios and Decks:**

**These are to be kept in a neat and orderly manner, just as the courtyards are expected to be kept. Neither the patios, the decks, or the visible areas under the decks are to be used for storage of items other than outdoor furniture and pots.**

**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. **If an owner adds landscaping outside of the courtyard, he/she is expected to keep it maintained as long as they are in residence. If said owner moves, the HOA landscaping service will take over maintaining the plantings so as to keep them from overgrowing.**

**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. **A by appointment only sale may be considered on a case by case basis, and absolutely no signs about the sale are allowed.**

**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. **All vehicles must be currently licensed and inspected as well as fully operable. If a vehicle does not meet these criteria, the HOA and management will notify the homeowner and give them time to have the vehicle removed. If the vehicle is not removed in the allotted timeframe, the HOA and management reserve the right to impose a per diem fine (please see NC Statute 47F-3-107.1)** 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. **All pets should be up to date on their vaccinations.**
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. **Owners are not allowed to fence in any property in front of their courtyard or in the back of their home for any purpose as it would obstruct the landscaping service from doing their maintenance.**
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 any time.
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, **safety (including environmental issues such as dumping hazardous material on Innisfree property) or damage to the property.** 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 as 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. **No For Sale signs are permitted at the entrance of Innisfree, with the exception of an Open House sign, which must be removed within an hour of the conclusion of the open house.**
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 the solicitors. Innisfree Drive is private property, not a public thoroughfare, and City permits are not valid for soliciting in Innisfree.

Absentee Owners and Renters:

**Innisfree is a residential community of private single-family townhomes.**

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 **twelve (12) 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.

**Absolutely no short term room rentals of any kind are permitted.**

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

Trash and Recycling Containers:

**Please see Carports, item number four above.**

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. 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 or to Allenton Management at: [https://allenton.com/innisfree.](https://allenton.com/innisfree/)**

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 board, 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.