

Cedar Hill Condominiums Homeowners'
Association

Homeowner and Residents'

Handbook

Current as of 2017
Policies, Rules and Regulations

(Last revised 2005)

Table of Contents

Table of Contents	2
Contact Information	3
Information you need to know	3
Welcome	5
1.0 Cedar Hill Condominium Homeowners Association	7
2.0 The Governing Documents	7
3.0 Board of Directors	7
4.0 Goals and Objectives	8
5.0 Committees	8
6.0 The Property Manager	9
7.0 Use of Property	9
8.0 Monthly Assessments	10
9.0 Special Assessments	11
10.0 Maintenance Guidelines	11
11.0 Insurance	12
12.0 Leasing or Renting Your Property	13
12.2 Raleigh Probationary Rental Occupancy Permit	14
13.0 Architectural Modifications	16
14.0 Grounds Modifications	16
15.0 Grounds Care	16
16.0 Parking	17
17.0 Trash Collection	18
18.0 Noise	18
19.0 Safe Neighborhood	19
20.0 Lighting	20
21.0 Pets	20
22.0 Good Neighbor	20
23.0 Miscellaneous	21
24.0 Enforcement	22
25.0 Recreational Facilities	23
25.1 Swimming Pool	23
25.2 Tennis Court	25
25.3 Lake	26
25.4 Clubhouse	28
26.0 Directors Conflict of Interest Policy	29

Information You Need to Know

Property Manager

Kohn-Ell Association Management
205 West Millbrook Road
Suite 210
Raleigh, NC 27609(919) 856-1844 - telephone
(919) 571-8290- fax
Contact:

Bill Eller
Mike Ellis

biffeller@kohnell.com
mikeellis@kohnell.com

Board of Directors

Bob Riley, President
Dave Boliek, Vice-President
Regina Ross, Secretary
Gail Germano, Treasurer

Committees

Architectural
Clubhouse
Community Watch
Grounds/Landscaping
Newsletter
Social

Association Communications

Website: www.cedarhillcondos.com
Homeowners' blog: cedarhill.blog.com

FREQUENTLY USED PHONE NUMBERS

Rescue	911	<u>Emergency</u>	
Police Emergency	911	Davis Plumbing	821-5666
Fire Emergency	911	Welch Plumbing	422-1258
Suspicious Activity Police	890-3335	Wake Sewer	833-6749
Animal Control	807-5260	Better Business Bureau	872-9240
SPCA	772-3203	Progress Energy	508-5400
Stray or Nuisance Animals	831-6311	Cedar Hill Maintenance	247-1987
Time Warner Cable	832-2225	Electrician	625-0816
Bell South Service	780-2355		

Pick up services

Vietnam Veterans of America	832-8387
Helping Hands Mission	829-8048
Salvation Army	834-6733

Please send your email address to webmaster@cedarhillcondos.com. This will allow you to receive official emails from your association concerning subjects of importance. Information will most often go to homeowners and tenants through email and through direction to the website. You may check our website – www.cedarhillcondos.com for news and information and you may share your thoughts on our blog – www.cedarhill.blog.com.

Welcome

Welcome to Cedar Hill Condominiums. We're glad to have you. The 216 town homes and condominiums comprise a diverse community of homeowners, tenants, professionals, students and families. The variety of lifestyles makes Cedar Hill Condominiums a unique place to live. Condominium living requires cooperation to support a safe, collegial neighborhood. Living in our community involves consideration for neighbors and for the community as a whole.

Condominium communities have certain rules, regulations and policies that place legally enforceable expectations and obligations on every homeowner and every resident. This allows everyone to understand behaviors expected from all residents so that all may enjoy a safe, comfortable and peaceful community. The rules and regulations are legal policies that can be enforced and are supported by state and city law.

This handbook contains the basic rules, regulations and policies that govern our community so we can all enjoy living together in this community. You will also find helpful information as well as actions you should take in the event of a problem or emergency.

These rules, regulations and policies of the community are based on the Association's governing documents, which include the Declaration of Condominium, the Association By-Laws, the Articles of Incorporation, ordinances of the City of Raleigh and laws of the State of North Carolina. We hope you will find this handbook a useful tool that enhances your enjoyment of living in this unique community.

To ensure this handbook remains an effective guide, please:

- **File new revisions to this handbook as soon as you receive them;**
- **Homeowner/landlords make your new tenants familiar with this document and keep it updated;**
- **Notify the property manager of a transfer of ownership so that new homeowners receive a copy of this handbook.**

NOTE:

- Rules are subject to change. The property manager retains the master copy.
- Meeting times listed are subject to change.
- Additional copies of this handbook are available for \$15.00 to cover printing and mailing costs. Please contact the property manager for additional copies.

In an effort to preserve and enhance the integrity of every homeowner's investment, it may become necessary for the Association to take special action to enforce the Governing Documents of the organization. The Association has authority to suspend voting rights and facility use privileges and report offences to appropriate governmental agencies in the case of those who disregard rules. As a final resort before the initiation of legal action, the Association may impose fines, which may be repeated if violations continue, and to enforce fines through placement of a lien on the offending property and filing foreclosure on the property.

Homeowners are legally responsible for the actions of their dependents, guests and pets and tenants, tenants' guests and tenants' pets.

Policies, Rules and Regulations

1. Cedar Hill Condominiums Homeowners Association

- 1.1 Cedar Hill Condominiums is a condominium community. Someone owns each one of the 216 units in the community. While some homeowners choose to rent their property to tenants, Cedar Hill Condominiums is not an apartment complex. The community has a governing organization known as the Cedar Hill Condominiums Homeowners Association. Every property owner in the community is a member of the Cedar Hill Condominiums Homeowners Association. Tenants do not qualify for membership in the Association. The Association came into existence in 1984 and has responsibility to manage the property and community affairs of the Cedar Hill Condominiums neighborhood. The Association establishes a quality standard of living for all homeowners and residents through effective management designed to maintain and enhance property values. The Association addresses community concerns through various rules, regulations and policies, actions of the Board of Directors and formation of special committees. The Association maintains the grounds, coordinates maintenance and repair of building exteriors, recreational facilities, parking lots and lighting. The Association also handles building, water and sewer emergencies. Association actions result from implementation and enforcement of these rules, regulations and policies.

2. The Governing Documents

- 2.1 The governing documents for Cedar Hill Condominiums and the homeowners' association are:
- 2.1.1 North Carolina State Law
 - 2.1.2 City of Raleigh Ordinances
 - 2.1.3 Cedar Hill Declaration of Condominium
 - 2.1.4 Cedar Hill Articles of Incorporation
 - 2.1.5 Cedar Hill Bylaws
 - 2.1.6 Cedar Hill Rules and Regulations

3. Board of Directors

- 3.1 The Association elects a five-member Board of Directors. Members serve two-year staggered terms. This means the Association elects three members in one year and two the next at the annual Association meeting. Association members hold their required annual meeting in March. Homeowners receive notification of the annual meeting in advance of the meeting. Homeowners receive

information on new Board members recommended for election and proxies to support that election process, if they choose to avail themselves. Only members whose regular and special assessments are current may vote or serve on the board of directors or any of its committees.

- 3.2 The governing documents of the Association hold the Board of Directors responsible for setting and enforcing community rules, regulations and policies; raising sufficient revenues for Association and community operations; and to maintain community facilities and the common areas.
- 3.3 Board members are volunteers. The members of the Board of Directors are not paid or compensated for their work as directors. The people elected to serve on the Board not only contribute their personal talents and expertise, but also demonstrate through their actions their commitment to a quality standard of living in our community. All homeowners interested in serving on a committee of the Board should contact any Board member or the property manager. You will find a list of current Board members in the front of this handbook.
- 3.4 The Board of Directors conducts monthly meetings on the fourth Wednesday of each month. These meetings are held in the Cedar Hill Condominiums Clubhouse. Homeowners are invited to participate in an open discussion period from 7:30 until 8:00pm. The Board welcomes homeowners during this time to discuss any issues and/or concerns.

4.0 Goals and Objectives

The goals established by the Homeowners' Association are that the board:

1. Maintain an atmosphere of safe, secure and high quality of life for the residents of the Cedar Hill Community
2. Maintain and take actions that protect and enhance property values for property owners.
3. Involve property owners in the affairs of the Association.

5.0 Committees

- 5.1 Several permanent and special committees have been established by the Association to help manage ongoing procedures and address specific issues. These committees include, but are not limited to Architectural, Landscaping, Social, Newsletter, Clubhouse and Community Watch. If you are interested in joining an existing

committee, or have identified a community issue and want to start a new committee, please contact any Board member or the property manager. If you have any concerns in any of those areas, please contact the property manager.

6.0 The Property Manager

6.1 The Association hires a property manager. If you see a problem concerning the facilities of the neighborhood or the common area, call the property manager.

6.2 While it is important to understand what the property manager does, it is also important to understand what the property manager does not have responsibility for. The property manager is responsible for fiscal and administrative functions of the organization, communicating with homeowners on behalf of the association, maintenance and repair to common areas, after hours emergency maintenance and repair. The property manager is available to answer association-related questions and to assist homeowners in identifying reputable contractors to provide services to the homeowner.

- The property owner has responsibility for repairing and maintaining individually owned items and providing service to the property. The property manager does not repair, maintain or service items owned by the homeowner.
- The property manager needs to have access to your unit in case of emergency. Please notify the property manager and give them your current address and phone numbers where you can be reached at all times.
- The property manager cannot take specific instructions from a homeowner other than the President of the Board of Directors, or the designated liaison officer. The property manager can relay opinions and ideas from homeowners to the Board *if provided in writing*.
- The property manager cannot make any structural repairs without approval of the Board, unless an emergency exists.
- The property manager does not file tax returns for the Association – The accounting firm hired by the Board of Directors accomplishes this.

7.0 Use of Property

7.1 Condominiums and town homes in the Cedar Hill Community may only be used as private residences by the occupant. Homeowners may choose to live in their unit or they may choose to rent their unit to a tenant. In all cases, state law applies (see Occupancy

Requirements, page 16). Homeowners shall not use or allow their units to be used for purposes generally identified as "homeless shelter," "group home," "halfway house," "boarding house," or "rooming house." Effective, September 1, 2005, any units meeting this definition are banned and must be vacated no later than December 31, 2005. Property owners who do not abide by these rules are subject to fines of \$1,000 per month and can have a lien filed against their property and the Association then has the right to foreclose on the property and take possession when foreclosure is approved. (See Bylaws – 4.H.8; Declaration of Condominium – Terms and Conditions #7 and #16)

- 7.2 No tenant shall rent or sublet rooms under any conditions.
- 7.3 It is the policy of the Cedar Hill Homeowners' Association that all occupied units shall have continual and uninterrupted electrical service from the local power company. Violation of this rule will subject the unit owner to the maximum allowable fine, per month.

8.0 Monthly Assessments

- 8.1 The Association generates revenues to pay its bills through monthly assessments, commonly referred to as "homeowners' dues." These revenues support exterior building maintenance, grounds and landscaping, paving, maintenance of recreational facilities, taxes, insurance, water, sewer, garbage pickup, exterior lighting and property management fees.
- 8.2 Monthly assessments are due on the first of each month and considered delinquent after the fifteenth (15th) of the month. Make all checks payable to Cedar Hill Condominiums HOA and include your unit's address on your payment. The current property manager supplies homeowners with a coupon book to facilitate monthly assessment payments. Contact the property manager if you do not have one.
- 8.3 Homeowners who are delinquent in paying their monthly or special assessments will receive a late fee charge of \$50.00 per incident and their voting rights and rights to use recreational facilities will be suspended until the assessments and late charges are current. **This suspension of rights also applies to tenants of delinquent property owners.** The Association as directed by the bylaws shall place a lien against the delinquent homeowner's property. This will result in legal action, including foreclosure unless the delinquency is promptly satisfied. Delinquent homeowners must also pay late fees, attorney fees, credit bureau investigations and personal judgments.

- 8.4 The maximum amount allowed by state law will be charged all checks returned for insufficient funds.

9.0 Special Assessments

- 9.1 From time to time the Association may have need to generate additional revenues. This is accomplished through the levy of a special assessment. These assessments support necessary projects, meet ongoing obligations and the same purposes as monthly assessments as determined by the Board of Directors.
- 9.2 Homeowners delinquent in paying their special assessment will receive a late fee charge of \$50.00 and their voting rights and rights to use recreational facilities will be suspended until the assessments and late charges are current. **This suspension of rights also applies to tenants of delinquent property owners.** The Association as directed by the bylaws, shall place a lien against the delinquent homeowner's property. This will result in legal action, including foreclosure unless the delinquency is promptly satisfied. Delinquent homeowners must also pay late fees, attorney fees, credit bureau investigations and personal judgments.

10.0 Maintenance Guidelines

- 10.1 ***Homeowners have responsibility to maintain the interiors of their property.*** The Association has no responsibility for interior maintenance, as the homeowner owns that property. The Association maintains common areas, freestanding buildings, building exteriors and recreation facilities. The Association's responsibilities include painting, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks and other exterior elements. The Association does not maintain or replace glass surfaces; screens, any mechanical equipment, stairways, or appurtenances located within any unit and/or designed to serve only that unit, including dryer vents. This includes appliances, Heating Ventilation Air Conditioning (HVAC) systems, hot water heaters, cabinets, fixtures and the like. Repairs or replacement for any damage to the interior of the units or damage caused by the willful or negligent act of the homeowner, tenants or guests is the responsibility of the homeowner.
- 10.2 Please notify the property manager if you need assistance during an emergency. The property manager may be helpful in identifying a reputable, competitively priced contractor in the event of interior

damage. Neither the property manager nor the Association is responsible for obtaining vendors to repair the interiors of units or the costs of those repairs.

11.0 Insurance

- 11.1 Homeowners – both those who live in the unit and those who rent their unit(s) out – have two types of property and casualty insurance available to them.
- 11.2 *Homeowners who live in their unit* benefit from the Association's Master Policy. The current Master Policy covers the condominium buildings, including covered damages to the walls, roofs, floors, plumbing, electrical, stairways, windows and doors AND any additions and alterations to your unit, such as wall and floor coverings, cabinets, plumbing fixtures, wall partitions and heating and air conditioning systems. *While the Master Policy covers all of these condominium elements, there is a \$10,000 deductible under the master policy. **This means that if your unit suffers a covered loss, the Master Policy does not pay anything unless the loss exceeds \$10,000. The homeowner has responsibility for the first \$10,000 in damages.*** That responsibility will be met by having a second insurance policy for condominium owners.
- 11.3 The second type of insurance available to homeowners who live in their unit is known as the HO-6 Condominium Unit Owners policy. Homeowners must purchase and maintain their own HO-6 policy. *HO-6 policies provide protection for individual condominium owners and their property. **HO-6 also pays the deductible for major damage that the Master Policy covers.*** You should know that the basic HO-6 and fire policies provide only \$1,000 of "additions and alterations" coverage, or none at all. You should contact your insurance agent to discuss whether to increase "additions and alterations" coverage to \$10,000, which will meet the deductible requirement of the master policy.
- 11.4 *Homeowners who rent their property are covered by the terms of the master policy to the same extent as homeowners who live in their property. See 11.2*
- 11.5 *Property owners who rent their unit* should speak to their insurance agent concerning coverage. The likely policy you need is known as a Dwelling Fire Policy, which may also cover you for loss of rental income. Property owners who rent their units should strongly encourage tenants to obtain renter's insurance. This will protect

the tenant's property within the leased condominium. This policy is generally available from any licensed property and casualty insurance agent.

- 11.6 *If your unit is involved in a covered loss that affects multiple units, the \$10,000 deductible and claim proceeds under the Master Policy will be apportioned among the affected units in the same percentages as the relative amount of damage suffered by each unit.* The insurance company and the Association's governing documents make this determination. You are entitled to arrange and contract for the repairs to your unit, but the property manager will also be available to handle most common repair arrangements for you and will submit the repair bills directly to your HO-6 policy carrier. Under no circumstances is the Association responsible to pay for any portion of the deductible applicable to a loss involving your unit.
- 11.7 **The information in this insurance section is general in nature. The controlling documents are the Master Policy and the policy you purchase for your property. The Association provides this information to help you understand the nature of insurance and is not responsible for its accuracy in relation to any claim you may have.**

12.0 Leasing or renting your property

- 12.1 Cedar Hill Homeowners Association supports homeowners who choose to rent or lease their property. All homeowners who choose to rent their property shall abide by all laws, rules and regulations, including laws prohibiting discrimination. Your association wants you to enjoy success in your rental and to benefit from your investment both in increasing levels of rental income and appreciation of the value of your property. At the same time, the bylaws of the association, rules and regulations and Raleigh city ordinances place a high level of legal responsibility upon homeowner/landlords for the maintenance of their property ***AND*** for the behaviors of their tenants in the community. Basically the Association and Raleigh City ordinances expect landlords to have the same level of responsibility for the community, its safety and appearance, as if they lived in the property themselves. By adhering to these regulations, if you choose to rent or lease your property, you will be protecting and increasing the value of your property and you will be able to receive higher rental fees.

We hope this section will help provide information that will benefit and support you as you lease your property.

12.2 Property owners who rent or lease their property to tenants have a legally established high level of responsibility to their tenants as well as the community. Raleigh's PROP (Probationary Rental Occupancy Permit) ordinance, adopted in 2004 and 2005, requires property owners to not only be responsible for maintaining their property in good and habitable condition, but also for the behaviors of their tenants, their guests and pets in the neighborhood.

Failure to maintain the property and tenant violations of nuisance ordinances and criminal law can lead to fines from the City of Raleigh as well as the Homeowners' Association and the city could take away your ability to rent your property.

You can view the PROP ordinance as well as additional information concerning implementation and enforcement of the ordinance from the City of Raleigh web site.

http://www.raleighnc.gov/portal/server.pt/gateway/PTARGS_0_2_319_20_2_0_43/http%3B/pt03/DIG_Web_Content/feature/public/Home-FeatDtl-20050202-111018.html

12.3 The Association requires that you register all tenants with the property manager within 7-days of their moving into the property. This information shall include the name(s) of the responsible party(ies), all other occupants and their home and work telephone numbers and identification of all motor vehicles, including brand, model and license number.

12.4 It is the policy of the Cedar Hill Homeowners' Association that:

12.4.1 Police activity at a leased unit, charges of criminal activity by authorities or warrant, nuisance code complaints and complaints by a member or members of the Cedar Hill Homeowners' Association are grounds for eviction;

12.4.2 All units adhere to the state occupancy law:

- 1 Bedroom – 2 people
- 2 Bedroom – 2 unrelated people, or a family of four (children of same sex only sharing one bedroom)

- 3 bedroom – 3 unrelated people, or a family of five (children of same sex only sharing bedrooms)”

12.4.3 No unit may be used as an organized housing unit for multiple unrelated people, including, but not limited to homeless shelter, group homes, halfway houses, boarding or rooming houses or any form of housing for transient or temporary residents. **No tenant shall rent or sublet rooms to any person under any circumstance.**

12.4.4 All tenants must receive from the landlord a copy of the Cedar Hill Policies, Rules and Regulations at the time the tenant moves into the residence;

12.4.5 All occupied rental units shall have continual and uninterrupted electrical service from the local power company and shall have continual and uninterrupted telephone service from a hardwired telephone service, such as BellSouth; a voice over IP service, such as Earthlink or Time Warner; or service via cellular telephone.

12.5.6 All tenants must adhere to all appropriate city codes, laws and ordinances as required by section 12-2164(e)(4) of City Code. Additionally, all tenants must comply with all federal and state and all other applicable laws, codes, injunctions and directives.

12.5.7 No unit may be used for business purposes.

12.6 The Association requires that you include in your lease the following statement: “I/we have read, understand and have received a copy of the Cedar Hill Condominiums Manual. I/we agree to strictly abide by the rules, regulations and policies contained therein as required by North Carolina law and failure to do so is grounds for eviction

12.7 . Homeowners are and will be held legally responsible for any and all damages caused by tenants or guests of tenants.

12.8 If you choose to rent your property, you should contact an attorney who can provide legal advice. Neither the Association nor the property manager provides legal advice in rental matters. The following recommendations are decisions you must make and which can protect you as you evaluate prospective tenants.

- You must provide a copy of this handbook to your tenants at the beginning of the lease and it shall remain in the home for their reference.

- Consider a carefully drawn lease for a period of not less than six (6) months. The North Carolina Association of Realtors standard rental lease agreement 410-T is a good starting point.
- You should ensure that prospective tenants are financially qualified and free of criminal record. You should verify employment to validate financial status.
- Prospects should have a good credit rating. You can obtain a report from a credit-reporting agency.
- Prospects should have strong rental references. You can require them to list and you can contact previous landlords.

13.0 Architectural Modifications

- 13.1 Any planned exterior or structural modifications must receive approval from the Architectural Committee and the Board of Directors. This approval protects individual as well as community appearances and property values. Approvals must include, but are not limited to, fences, concrete pads, decks, ramps and windows and doors.
- 13.2 You must submit any plans and specifications detailing any modification in writing to the Architectural Committee. You will receive notification of their decision. The committee will then make recommendation to the Board of Directors. You will receive notification of the Board's decision.
- 13.3 You may install storm doors, but must have prior approval from the property manager. The storm door must be bronze in color. If the homeowner fails to meet this requirement, the door must come down or the homeowner must repaint it. Further action shall be taken at the homeowner's expense up to and including the door's removal. Any storm windows must be installed on the interior and must also be bronze.

14.0 Grounds Modifications

- 14.1 Grounds modifications are handled the same way as architectural modifications. If you plan to plant bushes, trees, and additional flowerbeds or make other changes to the landscaping around your home, you must submit your plans in writing with a drawing to the Landscape Committee for evaluation and Board approval.

15.0 Grounds Care

- 15.1 The Association has responsibility for lawn care, such as mowing, trimming, planting and fertilization. The association contracts this

work annually to professional organizations. To facilitate mowing, homeowners or tenants must assure that their possessions are not in the common areas. This includes bicycles, furniture, toys, hoses and similar belongings.

- 15.2 The Association has responsibility for replacing dead shrubs. The Board of Directors makes necessary determination for replacement.

16.0 Parking

- 16.1 Each resident, whether homeowner or tenant, is responsible for ensuring that their vehicles and guest vehicles are parked in accordance with parking rules.
- 16.2 Cars, trucks, motorcycles and all other motorized vehicles, except those used by the grounds contractor, are not permitted on common areas or on lawns at any time. Homeowners will be held responsible for all damage to the property, including lawns, trees, shrubbery, underground pipes, asphalt, sidewalks and curbs. Homeowners are and will be held legally responsible for any and all of the same damages caused by guests, tenants or guests of tenants.
- 16.3 Any vehicle parked on condominium property **must have a current license plate, current inspection sticker and be owned or leased by a resident living in adjacent Cedar Hill Community condominiums or townhomes. Vehicles not meeting all three elements of this standard will be considered abandoned, disabled and/or nuisance vehicles and will be towed at the owner's expense** in accordance with Raleigh city ordinances, which specify that towing shall occur seven days after notification.
- 16.4 Boats, trailers (licensed or not), cookers, large trucks, large commercial vehicles and motor homes may not be parked in the parking area. Owners will be fined and vehicles will be towed at the owner's expense in accordance with Raleigh city ordinances.
- 16.5 Motorcycles, mopeds, mini-bikes or any machinery using a liquid fuel combustible engine are not allowed in the condominium units, stairwells, patios, balconies or landings at any time.
- 16.6 The repair or maintenance of vehicles, whether passenger or any other type of vehicle, on the property is strictly prohibited. Expenses generated in cleaning up after any prohibited activity will be charged to the homeowner.

17.0 Trash Collection

- 17.1 Household trash is collected twice weekly. You will find dumpsters throughout the community for your convenience. You must place all trash in the dumpster.
- 17.2 No large items, such as furniture, appliances, mattresses or box springs are to be placed in or around the dumpster. You may request a special load pickup for furniture, appliances, etc. by calling the city of Raleigh. The resident has responsibility for any applicable charges. Homeowners are responsible for any garbage spread by animals, wind and especially any litter spread by guests, tenants or guests of tenants. Failure to clean up all debris immediately can result in the homeowner being billed for contractor services and fined.
- 17.3 No resident shall place any trash, garbage or other refuse in the common or limited common area, which includes patios, decks, walks, yards. Residents shall take their trash, garbage or other refuse to dumpsters provided for that purpose.
- 17.4 Cardboard boxes shall be placed in dumpsters identified specifically for cardboard and not in regular dumpsters. Boxes must be "broken down" or made flat in order to fit inside the cardboard receiving dumpsters.

18.0 Noise

- 18.1 **All residents have the right to a quiet, peaceful neighborhood.** The Association policy calls for radios, TVs, cars and pets to be no louder than normal conversation levels. All residents, especially between 11PM and 8AM, in accordance with Raleigh city ordinances, shall avoid loud noises. The City of Raleigh has a noise ordinance and any resident who is disturbed by excessive or persistent noise at any time shall report violations to police (890-3335). Neither the Association nor the Property Manager handles noise complaints or violations.
- 18.2 You must notify the Property Manager in writing of all noise complaints that you call to police. This is particularly important in the case of property tenants. In the case of rental property, the Property Manager upon receipt of a written noise complaint shall notify the landlord of any such complaints against his or her tenants.

- 18.3 Swift and firm action against offenders is the only means to preserve your rights. The Raleigh Police Department is very sympathetic to community noise problems and will be even more effective if they are aware of the exact nature of the offense... especially in the case of persistent offenders. For second or repeat violations, any resident may opt to press criminal charges against the offenders. You may issue the first warning anytime, day or night.
- 18.4 **Homeowners are legally responsible for any disturbances created by themselves or their guests. Homeowners are also legally responsible for any disturbances created by their tenants or guests of tenants under the City of Raleigh PROP ordinance. Offenders are subject to fines, arrest and criminal charges filed by their neighbors or police.**

19.0 Safe Neighborhood

- 19.1 **ALL RESIDENTS OF CEDAR HILL COMMUNITY HAVE THE RIGHT AND EXPECTATION OF A SAFE NEIGHBORHOOD. ALL RESIDENTS, WHETHER HOMEOWNER OR TENANT SHALL OBEY ALL LAWS OF THE CITY, STATE AND FEDERAL GOVERNMENT AND THE RULES AND REGULATIONS OF THE CEDAR HILL COMMUNITY.**
- 19.2 **Homeowners are legally responsible for any disturbances created by themselves, their guests, tenants or guests of tenants. Failure to adhere to Safe Neighborhood requirements will result in homeowners and tenants facing criminal charges, homeowners facing fines, as well as losing the right to rent their property under the City of Raleigh's PROP law.**
- 19.3 **No Firearm or weapon of any kind may be discharged in any area of Cedar Hill Condominiums.** This includes, but is not limited to, pistols, rifles, shotguns, pellet guns, bows and arrows, BB guns or fireworks. Report all violations immediately to the police and notify the Property Manager in writing.
- 19.4 Residents shall immediately report all criminal activity to police (911).
- 19.5 Residents shall immediately report any suspicious activity to police (809-3335).

- 19.6 Homeowners, who violate laws, create nuisances and/or cause police response to their residence on more than one occasion will be fined by the Homeowners' Association upon determination of facts surrounding the event.
- 19.7 Tenants, who violate laws, create nuisances and cause police response to their residence on more than one occasion will be reported to their landlord by the Homeowners' Association with a directive to resolve the issue, up to and including eviction. Failure to address the issue within two weeks of notification will result in the Association levying fines upon the homeowner and requesting police citation of the homeowner under the terms of the City of Raleigh's PROP ordinance. Citation and conviction will result in further court fines, requirement of a permit to rent the property along with increasing fines and possible loss of ability to rent the property.

20.0 Lighting

- 20.1 Progress Energy maintains streetlights. Report outages or damages to the Property Manager. Light poles have an alphanumeric code that should be reported along with the outage.
- 20.2 The Association has responsibility for maintaining lighting in stairwells.

21.0 Pets

- 21.1 All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals and pets, adopted by Wake County and the City of Raleigh, are adopted as rules and regulations of Cedar Hill Condominiums. Pets must be walked on leashes when outdoors and should be walked in rough areas only, where residents do not normally walk. Pets shall not be penned or chained outdoors. Do not leave pets unattended on patios or decks.
- 21.2 Breeds of dogs known to be aggressive are not allowed in the Cedar Hill Community

22.0 Good Neighbor -- please introduce yourself to your neighbors. With the combined efforts of all residents, Cedar Hill Condominiums will continue to be a safe and secure place to live.

23.0 Miscellaneous

- 23.1 **No grilling is permitted on decks.** City fire regulations prohibit grilling on decks. Grills must be on the ground at least 10 feet away from the building when in use. Violators can be charged with violating city ordinances. Grills shall not be stored or left on decks, patios or common grounds, in accordance with city ordinances. If the City of Raleigh cites you for violation of this ordinance, the fine is \$100.
- 23.2 **Kerosene heaters are not allowed.** City of Raleigh fire codes prohibit kerosene heaters in multi-family housing.
- 23.3 **Do not leave bicycles in breezeways or on commons grounds.**
- 23.4 **Keep balconies and patios orderly.** Balconies and patios are designed for chairs, plants, etc. Balconies shall not be used for storage or any laundry purposes. Anyone so using these areas will receive a warning letter for the first offense. Afterward, the Board of Directors has the option to remove stored items at the owner's expense.
- 23.5 **No flashing lights or colored neon signs are permitted** in windows or on exterior surfaces, except as December holiday decorations.
- 23.6 **Play equipment shall not be stored or left on common grounds.** This includes, but not limited to, bicycles, sandboxes, swings, seesaws, tents, play houses, lawn chairs and other outdoor furniture. Failure to remove such objects will result in homeowner being fined and paying the cost of removal.
- 23.7 **The property manager must approve yard sales requests,** in order to keep non-residents from using Cedar Hill Condominiums property. Residents holding yard sales must display their letter of approval or they may be asked to close the sale.
- 23.8 **Businesses may not be operated in Cedar Hill Condominiums,** in accordance with Raleigh city ordinances. Violators will be prosecuted.
- 23.9 **Firewood shall not be stored on common grounds.** Stacking firewood against buildings, fences or on decks can result in termites and is prohibited. Building damage that is the result of homeowners or tenants ignoring or violating this rule will be repaired and billed to the homeowner along with appropriate fine.
- 23.10 **No signs may be posted, except "For Sale" or "For Rent" signs.** These must be displayed from a window of each individually owned home. The only exception is for condominiums with no windows facing any street. These

owners may attach a sign to the railing of their breezeway. There is a limit of one sign per home.

- 23.11 **Soliciting is prohibited in Cedar Hill Condominiums.** Please advise solicitors of this regulation. This includes any solicitation of monies for subscriptions, donations, religious, etc. Call the Raleigh Police Department if the solicitors persist.
- 23.12 **Vegetables and vines are not allowed on common grounds** unless approved by the Board of Directors.
- 23.13 **Clotheslines are not allowed on patios or common grounds or areas.**
- 23.14 **All window coverings facing exterior streets are to be white or off white.** Blankets, sheets, towels and other makeshift window coverings shall only be temporary and shall be promptly replaced with curtains or blinds within 14 days of installation.
- 23.15 **Do not feed geese or ducks from patios or lawns.**
- 23.16 **Replacement heating and air conditioning units must be placed on the ground.** No new units may be placed in the original overhead locations. No holes may be cut in the roofs at Cedar Hill Condominiums.
- 23.17 **No satellite dishes or other electronic equipment may be attached to any roofs at Cedar Hill Condominiums.** These devices may be attached to poles or other positions that do not compromise the integrity of the building. Residents must have approval from the Board of Directors to install this equipment.
- 23.18 **If you use outdoor hoses to water plants or wash cars, you MUST use a hose nozzle with automatic shutoff.**
- 23.19 **Problems with a dryer vent are the responsibility of the homeowner.** Clean the lint from your dryer filter and from the back of your dryer and dryer hose. If the problem persists, contact the property manager for listings of vendors who can resolve the problem
- 23.20 Parent(s) or guardian(s) shall monitor children at play.

24.0 Enforcement

- 24.1** The Association shall enforce rules and regulations through any and all remedies available. Among the remedies are fines levied against homeowners who violate regulations and fines levied against homeowners who rent their property for violations of regulations by their tenants. If fines are not paid, the Association has the option of filing legal action, liens on property and institution of foreclosure proceedings, according to the governing documents.

25.0 Recreational Facilities

25.1 Swimming Pool

25.1.1 The swimming pool and surrounding deck area is provided for the exclusive enjoyment of Cedar Hill Condominium residents. Homeowners relinquish their right to use the pool to their tenants when the homeowner leases or rents their property. This means homeowners, family or guests cannot use the pool if they rent their property. Renters enjoy the same privileges and responsibilities in using the pool as homeowners.

25.1.2 Residents can acquire pool passes when the pool opens. Pool passes are not good from one year to the next. All individuals issued pool passes accept and agree to abide by all the Association's Rules and Regulations governing the operation of the swimming pool. Proof of residency must be provided before pool passes will be issued. Pool passes must be displayed by everyone using the pool facilities. ***Violating any of these rules may result in the loss of pool passes and privileges.***

25.1.3 In consideration of using the swimming pool facilities, the residents, guests, tenants and their guests expressly agree to assume the risk of personal injury sustained while using the facility, and hereby agree that the Association and its Board of Directors will in no way be held liable for any injury. Residents also agree to indemnify and hold harmless the Association and its Board of Directors for any injuries sustained by tenants or guests or guests of tenants while using the swimming pool facility.

25.1.4 Homeowners are responsible for their own conduct and the conduct of their families and guests and for the conduct of tenants and tenants' guests. Homeowners will be held liable for damages to the pool area resulting from their actions, the actions of their guests or tenants or tenants' guests.

25.1.5 Children under 12 years of age must be accompanied at all times by an adult 18 or older. The adult must remain with the child during the entire time the child is at the pool. The adult is responsible for supervising or arranging for adult supervision of the child.

25.1.6 The pool is open daily from Memorial Day through Labor Day weekends unless otherwise posted. All residents must have and display current pool passes in order to use the pool. Non-residents and persons without pool passes are trespassing and will be

required to leave. This includes non-resident family members of homeowners unless the homeowner who is a current resident is present.

25.1.7 Homeowners 90-days or more in arrears in their homeowner dues and assessments are not entitled to pool passes for themselves or their tenants. Pool privileges will be restored when all past due amounts are paid in full. Homeowners in arrears in their homeowner dues and assessments and whose pool privileges have been revoked may not utilize the pool in any manner, including but not limited to acting as another homeowner's guest or as a member of anyone else's household.

25.1.8 Pool hours are from 11:00am until dark during the pool season, which generally begins Memorial Day weekend and ends Labor Day weekend. The pool is locked during other times. Anyone using the pool when it is closed will be trespassing and required to leave. Loud noise, music, etc., is not permitted out of respect for neighbors who live near the pool. Please remove all personal articles such as towels, swimming pool toys and the like when you leave the pool. Anything left at the pool will be discarded. The Association is not responsible for any personal belongings left at the pool.

25.1.9 **There is no lifeguard on duty. All persons use the pool at their own risk. The Association assumes no liability for personal injury or death, or for the loss of or damage to personal property.**

25.1.10 A resident must accompany all guests. It is up to each resident to abide by and enforce these rules. Violators shall be reported to the Property Manager. Each homeowner, if they rent to a tenant, is responsible for the tenant abiding by the rules.

25.1.11 **Birthday and other parties.** The Homeowners' Association encourages homeowners and tenants to use the facilities of the community to celebrate occasions. You must schedule the party with the property manager. You will be responsible for providing sufficient supervision to insure safety and for supervision of all participants at the party.

25.1.12 Here are additional rules governing the Cedar Hill Condominiums swimming pool and pool area. These rules are also posted at the pool entrance and inside the pool area.

- 25.1.12.1 **Do not use the pool if you have an infectious disease, sore or inflamed eyes, a cold, open wounds or discharge from the nose or ears.**
- 25.1.12.2 **No running, pushing, wrestling or other rough play.** The area around the pool is slippery and dangerous for play.
- 25.1.12.3 **No pets permitted inside the pool area.** Service animals such as guide dogs are allowed.
- 25.1.12.4 **Eating and drinking IN the swimming pool is prohibited. No glass containers are allowed within the pool gates.**
- 25.1.12.5 **Alcohol consumption and intoxicated persons are prohibited.**
- 25.1.12.6 **Bicycles, skateboards, roller skates and the like are prohibited.**
- 25.1.12.7 **Bathers must wear proper bathing attire.**
- 25.1.12.8 **Spitting water and other unhygienic actions are prohibited.**
- 25.1.12.9 **Abusive and profane language or breach of the peace is prohibited**
- 25.1.12.10 **Loud noises, such as tapes, CDs and music, are prohibited.**

25.2 Tennis Court

- 25.2.1 The tennis court is available to any resident to enjoy at any time during daylight hours, assuming favorable weather conditions. There is a combination lock on the gate. The combination to the lock is 1916.
- 25.2.2 The homeowner is responsible for appropriate use of the court and any damage caused by homeowner, homeowner guest, tenant or tenant guests. The Association has no responsibility for any personal belongings that court users may leave in the tennis court area.
- 25.2.3 Each resident is allowed up to three (3) guests at any given time, as long as play is confined to one court only. The resident must accompany his guests while they are playing. Persons from the neighborhood who are not residents of Cedar Hill Condominiums may use the courts ONLY when they are guests of a resident.

25.2.4 General Use and Conduct

- 25.2.4.1 Use smooth sole shoes at all times.
- 25.2.4.2 No glass permitted in the tennis court area at any time.
- 25.2.4.3 No pets allowed on the courts.
- 25.2.4.4 Players shall not litter the court area.
- 25.2.4.5 No loud music permitted in the court area.
- 25.2.4.6 No skating, bicycling, skateboarding or similar activity permitted on the courts at any time.
- 25.2.4.7 Gate must be locked when players leave the area.

25.2.5 Homeowners 90-days or more in arrears in their homeowner dues and assessments and their tenants are not entitled to use the tennis court. Court privileges will be restored when past due amounts are paid in full.

25.3 Lake

25.3.1 The Cedar Hill Condominiums Lake is available for resident pleasure and enjoyment. In order to have an enjoyable experience, please be aware of the following:

25.3.2 The Association is not responsible for any direct or indirect accidents or injuries resulting from the use of the lake by residents, guests or uninvited people. Homeowners are responsible for any damages resulting from the use of the lake by themselves, their guests, their tenants or their tenants' guests. Homeowners 90-days or more in arrears in their homeowner dues and assessments and their tenants are not entitled to use the lake. Lake privileges will be restored when past due amounts are paid in full.

25.3.3 Swimming is absolutely forbidden in the lake.

25.3.4 Pets are not allowed in the lake.

25.3.5 Boating is allowed on the lake with the following conditions:

25.3.5.1 No motorized boat of any type will be allowed. This includes remote control devices.

25.3.5.2 Boats must be 12-feet or less in size.

25.3.5.3 Boats may be kept on shore if they are locked with a chain and oars or paddles are not left with the boat.

25.3.5.4 All persons must wear life preservers while boating.

25.3.5.5 Adults MUST accompany children at all times.

- 25.3.6 Fishing is allowed on the lake by residents and their guests ONLY. Fishing is not allowed from the earth dam banks or spillway area.
- 25.3.7 No one is allowed on the earthen dam for any purpose. Bicycles, mopeds, skateboards and motorcycles are not allowed on the jogging trail.
- 25.3.8 Residents shall pick up all trash and litter around the lake and deposit it in trash receptacles provided around the lake area.
- 25.3.9 No resident shall walk on ice that covers part or all of the lake during cold weather under any circumstances.

25.4 Clubhouse

25.4.1 One of the nicest amenities to Cedar Hill Condominiums is the clubhouse, which is available for homeowners. Tenants of rental properties do not have direct access and may not use the Clubhouse unless reserved by their homeowner. Homeowners may use the clubhouse by reservation only and you make the reservation with the Property Manager. Each homeowner reservation must include a \$100.00 refundable deposit and rental fee of \$100.00 per day. If alcoholic beverages are to be consumed, the homeowner will sign a waiver of Association responsibility. For further information regarding rental of the Clubhouse, please contact the Property Manager.

Clubhouse Rules and Regulations

25.4.2 An adult homeowner of Cedar Hill Condominiums may reserve the clubhouse for the purpose of hosting an event.

- a. The reserving homeowner must be present at all times during the event
- b. The clubhouse may not be reserved by a resident then sub-leased or loaned to anyone else.
- c. IF THE RESERVING HOMEOWNER VIOLATES THESE TERMS, violation will result in forfeiture of deposit, possible fines and liability for damage repair and cleanup. Additionally the reserving homeowner will forfeit all clubhouse privileges.

25.4.3 Reservations will be accepted on a first come, first served basis.

25.4.4 In accordance with local fire ordinances, reservations will not be accepted for events involving more than fifty (50) people. Violation will result in forfeiture of deposit as well as liability for any fine levied against the association.

25.4.5 Parking: Those individuals reserving the clubhouse shall advise their guests not to park in spaces reserved for individual homeowners. Driveway parking is available as well as parking in the natural area in front of the clubhouse.

25.4.6 A clubhouse reservation agreement receipt must be read, accepted and signed by the reserving homeowner.

25.4.7 Reserved functions for persons under age 18 must be chaperoned by the reserving homeowner. That homeowner will be responsible for any damage.

25.4.8 Reservations may be made through the Property Manager by paying the \$100.00 per day usage fee and a \$100.00 security deposit. Reservations will be confirmed only upon receipt of the usage fee and deposit, made payable to Cedar Hill HOA on separate checks. The \$100.00 security deposit will be refunded in full, except under the following circumstance:

- 25.4.8.1 If damage occurs, the homeowner who reserved the clubhouse must pay all costs and charges for repairing all damages and all cleanup. The \$100.00 deposit will be applied toward the cost of cleanup and repairs.
- 25.8.4.2 If the clubhouse is not cleaned thoroughly, the deposit will be retained to cover the cost of cleaning. The reserving resident will be provided with a list of cleaning duties to be completed after the event.
- 25.8.5 The clubhouse shall not be used after 12:00 midnight or any event, with noise levels limited after 11:00PM. Violation will result in forfeiture of deposit. The reserving homeowner will remain liable for any damage and cleanup.
- 25.8.6 The following rules apply to everyday use, as well as reserved functions:
 - 25.8.6.1 The reserving homeowner must accompany all guests and be onsite at all times.
 - 25.8.6.2 No pets are allowed in the clubhouse. Service animals are allowed.
 - 25.8.6.3 Music levels shall be kept sufficiently low that neighboring residents are not disturbed.
 - 25.8.6.4 No Live Bands allowed.
 - 25.8.6.5 The city of Raleigh has an 11:00pm city noise limitation ordinance. Any resident annoyed by music shall call Raleigh Police.
 - 25.8.6.6 Board members will not respond to noise complaints.
 - 25.8.6.7 Reservations and checks must be received, deposited and cleared 72 hours prior to use of the clubhouse.
- 25.8.7 Commercial entities may rent the clubhouse. Contact the property manager for details

26.0 Conflict of Interest Policy

- 26.1 The purpose of the following policy and procedure is to complement Article 4, Section L of the Cedar Hill Homeowners' Association bylaws and is adopted to prevent the personal interest of officers, directors and committee or other individuals acting with and on behalf of the Cedar Hill Homeowners' Association from interfering with the performance of their duties to Cedar Hill, or resulting in improper personal financial, professional and/or political gain on the part of such persons at the expense of Cedar Hill Homeowners' Association.
- 26.2 Definitions: Conflict of Interest (also conflict) means actual or appearance of an inconsistency and difference between the private interests and official responsibilities of a person in a position of trust.

- 26.3 Improper means inappropriate or unsuitable. The Board of Directors determines its application.
- 26.4 Full disclosure, by notice in writing, shall be made by interested parties to the full Board of Directors in all conflicts of interest including, but not limited to, the following:
 - 26.4.1 A director is related to another director.
 - 26.4.2 A director is related to another committee member or anyone receiving direct or indirect payment from the Cedar Hill Homeowners' Association.
 - 26.4.3 A director is also a contractor or receives direct or indirect payment from the Cedar Hill Homeowners' Association. In this case, the director shall not vote on matters which relate to his or her own finances, employment, contract or other topic where a conflict of interest or the appearance of a conflict of interest may be present.
 - 26.4.4 A director or staff member receives payment from Cedar Hill Homeowners' Association for any reason other than as reimbursement for reasonable expenses as provided in the bylaws.
 - 26.4.5 A director, committee member or anyone acting on behalf of Cedar Hill Homeowners' Association is a member of the governing body or employed by a contractor of Cedar Hill Homeowners' Association.
 - 26.4.6 A director, committee member or anyone in a position to act on behalf of Cedar Hill Homeowners' Association may have personal, financial, professional or political gain at the expense of CHHOA.
- 26.5 Following full disclosure of a possible conflict of interest or any condition listed above, the Board of Directors shall determine whether a conflict of interest exists and if so the Board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote. The interested director, if there is one, shall not vote, even if the disinterested Directors voting are less than a quorum.