

CHAMPION COURT CONDOMINIUMS ASSOCIATION

RALEIGH, NORTH CAROLINA

RULES AND REGULATIONS

CHAMPION COURT CONDOMINIUMS ASSOCIATION
RULES AND REGULATIONS
TABLE OF CONTENTS

1. INTRODUCTION TO CCCA RULES AND REGULATIONS.....	4
a. Explanations of Abbreviations and Terms Used in this Document.	4
b. Authority.	4
c. Applicability.	5
d. Purpose.....	5
2. GOVERNANCE OF CCCA.....	5
a. Legal Authority/Documents.....	5
b. CCCA BOD.	5
c. CCCA Officers.	6
d. CCCA Committees.	6
e. CCCA HO Meetings.	6
f. CCCA Directory of Key Personnel.	6
g. CCCA Newsletters.	6
h. CCCA Rules and Regulations Enforcement.	7
i. CCCA Point of Contact in the Event of a Problem.	7
3. APPEARANCE STANDARDS OF FACILITIES.....	7
a. Aesthetic Criteria.	7
b. Aerials, Antennas, Cables, Electronic Devices, Satellite Dishes, and Wires.	7
c. Clothes Lines.	7
d. Dumpsters/Garbage/Trash.	8
e. Exterior Lighting.	8
f. Fences and Gates.	8
g. Firewood.	8
h. Grounds/Driveways/Parking Areas.	8
i. Patios and Patio Overhangs.	8
j. Porches.	8
k. Window Treatments.	9
4. ARCHITECTURAL CONTROL.....	9
a. General Instructions Concerning Exterior Changes to Condos.	9
b. Fence Gate Specifications for Which Prior Approval is Waived.	9
d. Storm Door Specifications for Which Prior Approval is Waived.	10
e. Requests for Approval to Make Exterior Changes.	10
f. Responsibilities of HOs for Approved Exterior Changes.	10
5. COMMUNITY WATCH.....	11
a. Residents Co-Protection.	11
b. Notification of Police/PMA.	11
6. EXTERIOR MAINTENANCE.....	11
a. Exterior Maintenance Defined.	11
b. Overall Responsibilities of CCCA and HOs.....	11
d. Questions and Problems Relating to Exterior Maintenance.	12
e. CCCA Exterior Maintenance Responsibilities.	12
f. HO Exterior Maintenance Responsibilities.	13
7. HOMEOWNER'S RESPONSIBILITIES AS MEMBERS OF CCCA.....	13

a. Administrative.	13
b. Financial.	14
c. Interior Maintenance.	15
d. Exterior Maintenance.	15
e. Leasing Condos.	15
8. INSURANCE.....	16
a. CCCA Responsibilities.	16
b. HO Responsibilities.	16
9. LANDSCAPING AND GROUNDS CARE.....	16
a. Landscaping.	16
b. Lawn Care.	16
c. Patio Areas.	17
d. Vehicles on Common Grounds.	17
10. PARKING.....	17
a. Assigned Parking Spaces.	17
b. Illegal Parking Areas.	17
c. Parking for Vehicles Repairs.	17
d. Parking of Boats, Campers, Recreational Vehicles, and Trailers.	17
e. Towing of Vehicles.	18
11. PEST CONTROL AND TERMITE PROTECTION	18
a. Pest Control.	18
b. Termite Protection.	18
12. PETS	18
a. HO Approval Required.	18
b. Pet Size Restriction.	18
c. Pets Use of Common Grounds.	19
13. RECREATIONAL FACILITIES.....	19
a. Sun Garden.	19
14. SIGNS	19
a. Signs Authorized.	19
b. Signs Not Authorized.	19
15. SOCIAL ACTIVITIES	19
b. Notification of Neighbors Concerning Impending Parties.	20
C. Notificatlon of Non-Resident Guests Concerning Parking.	20
16. TAXES.....	20
a. CCCA Responsibilities.	20
b. H0 Responsibilities.	20
17. CCCA PROPERTY MANAGEMENT AGENT.....	20
a. PMA Services Provided to CCCA.	20
b. PMA Services Available to HOs.	20
c. PMA Identification.	21

1. INTRODUCTION TO CCCA RULES AND REGULATIONS

a. Explanations of Abbreviations and Terms Used in this Document.

In order to avoid the repetitious use and/or repeated definition of certain lengthy abbreviations and terms used throughout this document (e.g. Champion Court Condominiums Association versus CCCA), the following explanations apply:

<u>ABBR/TERMS</u>	<u>EXPLANATIONS</u>
abbr	abbreviation
ACC	Architectural Control Committee. (The ACC assists the President and Board of Directors in the control of the aesthetics of the Champion Court Condominiums by reviewing all homeowners requests for approval to change the exterior appearance of their unit condos.)
BOD	Board of Directors (of the Champion Court Condominiums Association). (The BOD consists of five individuals elected by the homeowners to govern the Champion Court Condominiums.)
BR	bedroom
condo	condominium
e.g	for example
facilities...	Buildings, driveways, dumpsters, fences, gates, grounds, patios, patio overhangs, porches (i.e. front of buildings only), storage rooms, sun garden, swimming pool, utility connections (i.e. cable TV, electrical, sewer, telephone, water).
HO	Homeowner. (The individual who purchases a condo.)
i.e.....	that is
para	paragraph
PMA	Property Management Agent. (The PMA is a company hired by the CCCA to manage its day-to-day business affairs in accordance with instructions from the BOD.)
resident	An individual who lives in a CCC. (A resident may be the HO or a tenant/renter who leases the condo.)
CCC	Champion Court Condominiums. (The CCC complex is a residential community consisting of 18 buildings with 86 condos (i.e., 64 2-BR units, 20 3-BR units, one office unit, and one storage unit), each owned by an individual HO. The CCC complex is located on Champion Court, off Avent Ferry Road, in Raleigh, NC.)
CCCA	Champion Court Condominiums Association. (When you purchase a CCC, you automatically become a member of a homeowners association called CCCA which governs the CCC complex under the authority granted in certain legal documents identified elsewhere in this document.)

b. Authority.

The authority under which these CCCA Rules Regulations are established is stated in Section H of the By-Laws of CCCA. This document (i.e., CCCA Rules & Regulations) is one of four legal documents (identified in paragraph 2a, this document) which govern the CCCA.

c. Applicability.

This document is applicable to all residents/HOs as stated in paragraph(19) of the Declaration of CCC.

d. Purpose.

(1) The purpose of these rules and regulations is to make living at CCC as pleasant and comfortable as possible for the Ho/resident. Guidance required to effectively manage the CCCA that either is not addressed or not adequately addressed in the "Declaration", "Articles of Incorporation", or "By-Laws" of CCC is stated in this document.

(2) The HOs/residents consciously or unconsciously determine the image of our facilities in the eyes of the public. Our image affects the public's desire to own or rent a CCC. Everything possible must be done to maintain and/or enhance the value of the HOs collective Investments. To achieve and maintain a good public image, we must (a) ensure that our facilities remain attractive through adequate maintenance and repair/capital replacement programs, and (b) ensure that our residential community standards of living are based upon common sense values of decency, fairness, neighborliness, and pride.

e. Comments and Suggestions for Improvements.

An effectively managed residential community requires that all participants (i.e., CCCA, BOD, HOs, residents, PMA, public) live/work together in a harmonious and cooperative manner. It is the desire of the BOD that the most reasonable and effective rules and regulations be established. Therefore, your comments/suggestions for Improvements are welcomed. Please submit your input in writing to the President of CCCA in care of our PMA.

2. GOVERNANCE OF CCCA

a. Legal Authority/Documents.

(1) When you purchase or lease a CCC, you become a part of a residential community that is governed under the legal authority prescribed in the following documents:

(a) Declaration of CCC (i.e., Covenants, Conditions, and Restrictions), dated July 6, 1984.

(b) By-Laws of CCCA, dated July 6, 1984.

(c) Articles of CCCA, dated July 10, 1984.

(d) Rules and Regulations of CCCA, dated January 1, 2018.

(2) The H0 should have received a copy of these documents upon closing purchase of their condo. Our PMA can provide additional copies of these documents for the cost of photocopying (and postage when required).

b. CCCA BOD.

The BOD is the governing body of CCCA and has the responsibility for: (1) making decisions concerning the raising and expenditure of funds, (2) approving contracts for work done for CCCA, and (3) establishing and enforcing rules and regulations of CCCA. The BOD is composed of five elected members who must be HOs. Terms of the BOD members are for three years and are staggered so that at

least two expire each year. The BOD meets on the second Tuesday of each month. HO's may attend the meetings of the BOD, but voting is limited to its elected members. A HO may have an item placed on the agenda for the BOD by contacting the president, in writing, before the meeting.

c. CCCA Officers.

The CCCA officers consist of the President, Vice-President, Secretary and/or Treasurer. The President presides over the association meetings and the BOD meetings.

d. CCCA Committees.

The BOD has established several committees to assist the CCCA with its responsibilities. There are standing committees responsible for architectural control, buildings and ground, finance, and security. Occasionally, ad hoc committees are appointed to study a specific problem. Each year the BOD appoints committee chairpersons who in turn select the members of the committee. A member of the BOD is assigned liaison responsibility with each of the committees. If anyone is interested in working on any committee, contact the chairperson shown on the CCCA Directory of Key Personnel. This is a good way to get involved in the CCCA.

e. CCCA HO Meetings.

An annual meeting of the WHCA HO's is required to be held at 8:00 PH on the 4th Thursday in January each year at an announced place. A summary of the expenses incurred in the previous year and the budget for the upcoming year are presented along with other information of interest to the HO's. Also, an election is held to fill the expired terms of individuals on the BOD. A HO is entitled to one vote for each condo owned. As needed, special HO meeting will be held in addition to the annual meeting to discuss urgent matters.

f. CCCA Directory of Key Personnel.

CCCA periodically publishes and distributes a CCCA Directory of Key Personnel to HO's/residents. This directory identifies the names, telephone numbers, and positions of responsibility in CCCA. Also, the name, address, and telephone numbers of our PMA are listed.

g. CCCA Newsletters.

CCCA periodically publishes and distributes CCCA newsletters to HO's, and when appropriate, to residents. These newsletters contain information on matters of interest, such as upcoming events and actions taken by CCCA. It is published on an "as needed basis". HO's/residents may submit items for publication to CCCA in care of our PMA. Items should be of interest to all HO's.

h. CCCA Rules and Regulations Enforcement.

The success of CCCA's effort to maintain desirable residential community living standards are dependent in part to the conscientious enforcement of CCCA Rules and Regulations by the BOD, HOs, residents, and PMA. Occasionally, it becomes necessary for the BOD to take special action to enforce the rules and regulations of CCCA, such as those pertaining to parking, proper garbage disposal, prompt replacement of missing window screens, etc. The BOD is empowered to suspend recreational privileges and voting rights in the case of those who disregard rules and regulations after a request for compliance has been made. As a final resort before the initiation of legal action, the BOD may impose fines ranging from \$5.00 to \$100.00 which may be repeated if violations continue. HOs are responsible for the actions of their dependents, guests, and renters.

i. CCCA Point of Contact in the Event of a Problem.

If a problem arises which falls within the general responsibilities of the CCCA, it is suggested that you first call or write our PMA. If you are not satisfied with the response you receive, your next recourse is to contact the chairperson of the applicable standing committee, or the member of the BOD who has been assigned liaison responsibility for the committee which covers your area of concern. Beyond that, the matter may be called to the attention of the President of CCCA. Responsible individuals of CCCA are listed in the CCCA Directory of Key Personnel. Correspondence should be submitted to CCCA in care of our PMA.

3. APPEARANCE STANDARDS OF FACILITIES

a. Aesthetic Criteria.

In order for the CCC community to maintain a good public image, It is essential that certain aesthetic criteria be heeded by all residents. A list of such criteria is outlined below.

b. Aerials, Antennas, Cables, Electronic Devices, Satellite Dishes, and Wires.

Aerials, antennas, cables, electronic devices, satellite dishes, and wires are not permitted on the exterior sides/patio overhangs of a condo (exceptions are made where legally mandated). Components of an intrusion detection device (i.e., burglar alarm) that have to be mounted outside the condo, must be installed in an unobtrusive manner and not easily seen by passing residents/public.

c. Clothes Lines.

No clothes lines are permitted on common grounds. Clothes lines erected within the fenced-in patio areas must not be seen by passing residents/public.

d. Dumpsters/Garbage/Trash.

Residents are requested to throw their disposable items into the dumpsters, and not leave anything (e.g., beds, bookcases, boxes, furniture, garbage, mattresses, trash, etc.) on the ground outside the dumpsters. The CCCA has to dispose of such items at additional expense. If you can't put it in the dumpster, don't leave it. Further, residents are requested not to throw trash on top of the dumpsters and to pick up anything spilled on the ground.

e. Exterior Lighting.

Use only white light bulbs for exterior lighting.

f. Fences and Gates.

Residents will not use fences as clothes lines or to store items inside the wood slats.

g. Firewood.

Where applicable, firewood will be stacked within the HO's fenced-in patio area and not outside on the common grounds.

h. Grounds/Driveways/Parking Areas.

All residents are requested to assist in the control of trash on our grounds/driveways/parking areas by: (1) being consciously aware not to throw trash on the grounds, and (2) picking up trash as you move about our facilities. The assistance of our residents coupled with the weekly service of our lawn maintenance company will ensure that our grounds are always neat.

i. Patios and Patio Overhangs.

Patios will be maintained in a manner that presents a neat and orderly appearance to the passing resident/public. Garbage and trash will not be stored on the patios. (Note: Abuse of this rule will result in the offending items being removed by CCCA and the HO may be billed \$5.00 up to \$100 for each bag/box removed). Patio overhangs (i.e., where applicable, condo overhangs are located between the storage room and back door) will not be used as a balcony, or for storage purposes. It is designed structurally to support the weight of the roof only.

j. Porches.

Porches (front of condos) will not be used for storage purposes. Garbage/trash stored on the porches will be removed by CCCA and the HO may be billed \$5.00 up to \$100 for each bag/box removed. Only appropriate porch style furniture will be used. Such furniture must be neat and attractive. Furniture in need of paint or repair is not permitted. CCCA will notify the HO of any offending furniture and give seven days in which to remove such furniture, otherwise, a fee of \$5.00 up to \$100 per item removed will be charged to the HO.

k. Window Treatments.

Inasmuch as windows affect our public image, residents will not do anything to detract from a good image. Broken window panes will be replaced as soon as possible. The following window treatments are prohibited: (1) blinds hanging at 45 degrees, (2) blinds in need of repair, (3) draperies hanging outside of windows, (4) windows without screens, (5) windows with liquor/wine/etc. bottles, (6) windows with signs except those authorized In paragraph 14a, this document.

4. ARCHITECTURAL CONTROL

a. General Instructions Concerning Exterior Changes to Condos.

(1) Aesthetic Appearance of CCC. In order to maintain/improve the aesthetic appearance of CCC, all changes to the condo exterior must conform to certain architectural guidelines as visualized and/or established by the BOD. HO's input to these guidelines are welcomed.

(2) Condo Exterior. The exterior of a condo includes the outside surface of the walls, AC condenser units, doors, fences/gates, foundations, patios, patio overhangs, porches, roofs, storage rooms, and windows, etc.

(3) Explanation of Exterior Changes.

(a) A change refers to any deletion, alteration, or addition to a condo exterior that was not a part of the original unit constructed by the builder which involves the use of brick, concrete blocks, glass, metals, mortar, stone, or other building materials.

(b) Changes may pertain to aerials, antennas, awnings, cables, chimneys, doors (exterior/screen/storm), electrical outlets, electronic devices, exhaust fans, fences/gates, fireplaces, gas tanks, intrusion detection devices, light fixtures, paint colors, patios, patio overhangs, satellites dishes, sheds, solar panels, storage rooms, windows (exterior/screen/storm), vents, wires, etc.

(4) Authorized Changes. Unless prior approval has been waived as is the case In paragraphs 4b,c,d, below, a HO must obtain written approval from the ACC/BOD prior to making any exterior changes to his condo. This also applies to doors (exterior/storm), fence gates, and windows (exterior/screen/storm) that do not conform to the specifications stated in paragraph 4b,c,d, below.

(5) Prohibited Exterior Changes. Generally speaking, the following changes are prohibited: (a) decks, (b) room additions, (c) sheds, and (d) changes that would encroach on common grounds, or the air space above them.

(6) Exterior Changes Not in Compliance with CCCA Rules and Regulations. Any changes, additions, or renovations made that are not in compliance with the provisions of CCCA Rules and Regulations, or authority granted by ACC/BOD are in violation and will be corrected at the HO's expense.

b. Fence Gate Specifications for Which Prior Approval is Waived.

The CCCA does not provide fence gates unless it is done for aesthetic reasons. A HO who desires to add a gate to his fenced-in portion of his patio area may do so without prior approval of the ACC so long as the gate is constructed following the theme of the existing fences. Also, the gate must open to the outside. All hardware (e.g, handles, hinges, latches, etc.) must be black in color. The finished product must blend in/conform with the existing fence and there must not be a noticeable difference.

c. Exterior Storm Window Specifications for Which Prior Approval is Waived.

Exterior storm windows must have bronze (i.e., dark brown) aluminum frames.

d. Storm Door Specifications for Which Prior Approval is Waived.

Storm doors must have bronze (i.e., dark brown) aluminum frames with a single glass panel which extends the entire length of the door. The glass may be replaced with a screen insert.

(2) Design. The frame should be plain and unadorned. Storm doors with decorative trim, scallops, or other ornamentation, or which have double panels of glass divided by a metal strip are not acceptable. HO's will be required to remove any door that does not conform to these specifications, unless it was installed prior to the adoption of these storm door specifications by the BOD in November 1987.

e. Requests for Approval to Make Exterior Changes.

Before making any exterior changes other than those specified in the preceding paragraph, HO's must obtain prior written approval of the ACC/BOD.

(1) Submission of Requests. The procedure for securing approval is as follows: (a) a request is made in writing to the Chairperson of the ACC at least 30 days before work is to begin on the change, (b) the request should contain a full description of the proposed change, including dimensions, materials, colors, sketches, cost estimates, etc., and (c) Include the name, address, and telephone number(s) of the requestor. The Chairperson of the ACC may request additional Information such as pictures, samples of materials, name of contractor, etc. for certain types of changes. Requests for paint color changes must be accompanied by color chip for each new color. (NOTE: Generally speaking, changes to fences and the addition of decks, rooms, and sheds will not be approved due to lack of space on common grounds. Due to a possible disruption in CCC color continuity, requests for changes in color will be carefully considered.)

(2) Factors Considered in Requests. The ACC will consider each request as to: (a) the nature of the change of the addition or alteration, (b) design, (c) location, (d) materials, (e) colors, (f) impact on neighbors, (g) compatibility with the original structure, (h) permanency, and (i) aesthetics of CCC.

(3) Approval/Disapproval of Requests. The ACC will coordinate all requests and their approval/disapproval with the BOD. The HO will be informed of the ACC/BOD approval or disapproval of his request, along with any terms required for approval, within 30 days of the receipt of the initial request by the ACC Chairperson. If no answer is received within the 30 days, please escalate your issue to the BOD. There is no automatic approval provision.

(4) HO Appeal of Disapproved Requests. If the ACC/BOD turn down a request for a change or approves it with conditions unacceptable to the HO, an appeal may be made in writing or in person to the BOD.

f. Responsibilities of HO's for Approved Exterior Changes.

(1) HO's must maintain any additions such as fence gates, storm doors/windows, etc. in good repair so as not to become unsightly and a nuisance. Any costs incurred in maintaining additions or in repairing damage to the

original structure resulting from construction or Installation will be borne exclusively by the HO.

(2) HOs making exterior changes are also responsible for any damage to common areas during construction and for the prompt clean-up of any construction debris.

5. COMMUNITY WATCH

a. Residents Co-Protection.

While the CCCA does not have a formal community watch program at the present time, it is to the mutual benefit of all residents to help one another by (1) staying aware of the daily activities occurring in the CCC complex, (2) knowing your neighbors, their patterns of living, and the type of vehicles they drive, and (3) being watchful of suspicious activities occurring during the day or night and reporting such activities to the police immediately (Emergency Telephone 911).

b. Notification of Police/PMA.

In addition to reporting criminal activities to the police, residents are requested to notify our PMA. Also, residents are requested to notify our PMA of any actions of a non-criminal nature that could detrimentally effect our residents/HOs/facilities.

6. EXTERIOR MAINTENANCE

a. Exterior Maintenance Defined.

(1) Responsibilities of the CCCA are limited to termite protection, and maintenance and repairs/capital replacements resulting from normal aging and exposure. Maintenance and repairs, and capital replacements resulting from accidents, fire, flood, water, winds or other natural disasters, civil disturbances, vandalism, HO/resident negligence, and other similar acts shall be maintained or replaced under the CCCA insurance policy where covered, otherwise they will be covered by the HO.

(2) All maintenance and repair/capital replacement responsibilities of the CCCA will be provided under the direction of the BOD after considering the specific circumstances and the most economical and appropriate method. The BOD will decide when a situation requires a remedy. Action may be delayed for budgetary reasons.

(3) The CCCA is responsible for interior damage resulting from exterior failure. However, interior structural damages to floors, walls, etc., resulting from settling of the foundation is the responsibility of the HO, not the CCCA.

b. Overall Responsibilities of CCCA and HOs.

(1) It is the responsibility of the CCCA to maintain and repair only specific portions of the originally constructed condo which are described in paragraph 6e, this document.

(2) All prior and current HO improvements to the originally constructed condo are the current HO's responsibility to maintain/repair/replace. When a HO replaces any exterior improvements which is his responsibility, these items require prior approval of the CCCA with respect to color and type. The CCCA is authorized to require each HO to maintain and repair all exterior improvements indicated as his responsibility in a manner and condition satisfactory and acceptable to the CCCA.

(3) When selling a condo, the HO has the responsibility to describe in detail any HO additions or improvements to the buyer.

c. Exterior Painting and Color Selections.

It is the responsibility of the CCCA to paint certain exterior surfaces of the condos. Caulk, putty, and waterproofing shall be applied as the need occurs. The PMA shall give reasonable written notice to residents up to 30 days in advance indicating the planned painting schedule dates. To ensure harmonious continuity, the BOD will approve all paint colors used.

d. Questions and Problems Relating to Exterior Maintenance.

All questions and problems concerning exterior maintenance should be made in writing and directed to the CCCA in care of our PMA. Items which are urgent and require immediate attention should be reported by telephone directly to our PMA and then confirmed in writing. When an emergency exists, and the PMA cannot be reached, the HO should contact any member of the BOD.

e. CCCA Exterior Maintenance Responsibilities.

Except as noted in paragraph 6a, this document, the following areas are applicable:

- (1) Exterior wood, and wood-like siding and trim.
- (2) Bricks and mortar siding and trim.
- (3) Soffitts
- (4) Roofing materials (e.g., shingles, etc.) for building and storage room roofs.
- (5) Roof vents.
- (6) Gutters, downspouts, and splash blocks.
- (7) Exterior wall electrical outlets.
- (8) Concrete patio pads and back walk built as original part of the patio.
- (9) Termite protection and repair of damage due to termites to exterior areas of the condo including the storage rooms.
- (10) Exterior house numbers.
- (11) Light fixtures on front porch and back patio.
- (12) Window frames and window encasements. (NOTE: Window glass is the responsibility of the HO.)
- (13) Painting exterior door surface and threshold surface. Repainting doors due to vandalism/resident abuse is the responsibility of the HO who must restore to original design and color, etc.
- (14) Brick walls (common grounds).
- (15) Exterior water spigots.
- (16) Fences (and gates when installed by the CCCA).
- (17) Storage room doors.
- (18) Exterior steps.
- (19) Exterior condo water leaks below ground.
- (20) Parking areas, sidewalks, utilities.
 - (a) Asphalt paving.

- (b) Pavement painting.
- (c) Curbs and gutters.
- (d) Exterior storm drains/lines.
- (e) Exterior water and exterior sanitation lines.
- (f) Concrete sidewalks.
- (g) Exterior utility connections.
- (21) Thresholds (wooden/concrete). (NOTE: The weather stripping threshold is the responsibility of the HO.)
- (22) Sun garden/swimming pool/signs.
 - (a) Sun garden maintenance and repair.
 - (b) Swimming pool maintenance and repair, and operations.
 - (c) Repair/replace CCCA approved signs.

f. HO Exterior Maintenance Responsibilities.

Except as noted in paragraph 7a, this document, the following areas are applicable:

- (1) Window glass. (NOTE: Broken glass shall be replaced by the HO. Any damage to wood, metal, paint or putty shall be repaired by the HO also.)
- (2) Window screens.
- (3) Door bells, buzzers, knobs, locks, and deadbolts and accessories.
- (4) Weather stripping, including weather stripping threshold.
- (5) Storm doors/windows.
- (6) Window frames and window encasements obstructed by storm windows shall not be caulked, puttied or painted by CCCA unless the additional cost is assumed and authorized by the HO. (NOTE: To prevent damage to exterior surfaces and paint, the CCCA retains the authority to require the HO to have this work performed as needed. Storm windows, when improperly installed, can cause severe moisture and water damage. These windows should properly drain water accumulating on the interior side).
- (7) Mail boxes (where applicable).
- (8) Light bulbs (front/back doors, and storage rooms).
- (9) Roof exhaust fans (when installed by HO).
- (10) Exterior AC condenser unit/heat-pump.

7. HOMEOWNER'S RESPONSIBILITIES AS MEMBERS OF CCCA

a. Administrative.

To fulfill certain administrative needs, It is essential that HOs provide the CCCA with the following: (1) HO's current name/address/residence and work telephone numbers/condo unit number, and (2) at least one key to an exterior door. (NOTE: Keys are for emergency use only (e.g., fire, medical, pest/termite control, frozen pipes or water damage, etc. and will be accounted for in a safe and secure manner by our PMA.)

b. Financial.

The operation of the CCCA is financed from funds generated from HO assessments. These assessments are referred to either as monthly assessments or annual assessments.

(1) Monthly Assessments (i.e., Monthly HO Dues).

(a) A monthly assessment (more commonly referred to as monthly HO dues) is levied on the HO of each condo. These funds are used for the care of the grounds, exterior maintenance of the condos, upkeep of the sun garden, swimming pool, property management agent services, and other miscellaneous expenses incurred by the CCCA. All costs are identified in the annual budget. In addition, a portion of the monthly dues is allocated to a capital reserve fund for capital replacements (e.g., painting, paving, replacing roofs, etc.). (NOTE: The CCCA, in coordination with our PMA, is currently developing long-range cost estimates for CCCA capital replacements of our facilities. These costs will be incorporated into future monthly dues). The BOD sets the amount of assessments each year based upon budget requirements. The authority for the BOD to levy assessments is authorized in Section 8E, Article II, By-Laws of CCCA.

(b) Monthly HO dues are due on the first day of each month. If not received in the PMA's office by the 15th day of the month in which they are due, they are considered delinquent and subject to a late payment fee. If an assessment is not paid within 60 days of the date it is due, the HO's recreational privileges and voting rights may be suspended, and legal action will be taken to collect unpaid monthly HO dues (including late payment fees and court costs). Some HOs may find it convenient to pay at the beginning of each quarter, or to have their mortgage holder pay from an escrow account. The CCCA does not invoice HOs for their monthly dues. It is the responsibility of the HO to make timely payments.

(c) Checks should be made to CCCA and mailed to our PMA.

(2) Annual Assessments (i.e., Special Assessments).

(a) Pending such point in time when the CCCA can develop realistic cost projections for all expenses and such costs are included in the monthly dues, it will be necessary to levy an annual assessment (more commonly referred to as special assessments) against the HO of each condo. (NOTE: The CCCA was created in August 1984 at which time our condos were approximately 20 years old. There has been no reserve established for capital replacements and thus far it has been necessary to levy special assessments to replace roofs and fences. The BOD intends that these costs will eventually be incorporated into our monthly dues structure and eliminate special assessments. The BOD realizes that special assessments are an undesirable method to finance capital replacements and intends to resolve this problem as soon as possible.)

(b) Special assessments are due on the first day of the month specified by the BOD. If not received in the PMA's office by the 15th day of the month in which they are due, they are considered delinquent and are subject to a late payment fee. If not paid within 60 days of the date it is due, legal action will be taken to collect the special assessments (including late payment fees and court costs).

(3) Finance Charges for Late Payments/Returned Checks. Due to the untimeliness of some HOs and/or their failure to submit good checks, the CCCA has experienced too much additional expense in trying to collect valid assessments. Therefore, the BOD has established the following schedule of finance charges:

(a) Late payment fee for monthly dues not received by 15th of month in which due\$25.00

(b) Late payment fee for special assessments not received by 15th of month in which due\$25.00

(c) Returned check charge\$25.00

c. Interior Maintenance.

(1) Basic Responsibilities. HOs are responsible for:

(a) Maintaining the interiors of their condos (i.e., from the dry walls or paneling inward) in a manner that precludes any nuisance/disturbance/problem with their neighbors. For example, cleanliness reduces/eliminates pests (e.g., mice/roaches, etc.) and avoids disagreeable odors (e.g., garbage/pets, etc.),

(b) Ensuring that the heat is on in their condos (occupied or unoccupied) during the winter months to prevent frozen/burst pipes which may damage the interior of the HO's condo as well as his neighbor's,

(c) Making any and all repairs that may adversely affect any other HO.

(2) Water Leaks. HOs are responsible for ensuring that all water leaks are promptly corrected and/or reported to our PMA. Leaks from roofs should be promptly reported to our PMA to prevent structural damage to the building.

3) Damages Covered by Insurance. HOs are responsible for repairing damages to the interior of a condo covered by insurance. These repairs will be performed in a timely manner, otherwise the CCCA will take necessary action to ensure the timely completion of any work.

d. Exterior Maintenance.

The HO is responsible for those duties prescribed in Paragraph 6f, this document.

e. Leasing Condos.

(1) Legal Restrictions.

(a) Paragraph (12) of the Declaration states that "all buildings and the common areas and facilities shall be used for residential and related common purposes. Each unit shall be used for residential and related common purposes. Each unit shall be used as a residence for a single family and for no other purpose. Units 2355 1/2 and 2319 1/2 are excluded from this Provision." (NOTE: Additional restrictions are stated in this Paragraph.) With the exception of this qualification, the declaration does not restrict the HO from renting his condo. However, it is important that HOs be aware of their responsibilities when renting.

(b) To assist the HO in maintaining his condo investment and to help the CCCA enjoy a satisfactory residential atmosphere, the CCCA recommends to HOs, when leasing, to include clauses which restrict subleasing and require compliance with the CCCA governing legal documents and rules and regulations. Some HO associations experience with renters who obtain short term leases (less than one year) have proven more troublesome than leases running one year or more. These suggested restrictions can help a HO maintain a strong demand for CCC condos.

(c) All CCC condos are single family dwellings which do not permit renting of a portion of a residence for a utility apartment. Renting of rooms is not permitted nor renting to transients. Also, there can not be more than two individuals per bedroom when a condo is rented. For complete information and clarification, refer to the City of Raleigh zoning ordinance. The CCCA shall report zoning ordinance violations to the City of Raleigh.

(2) Damages to Property. The HO assumes full responsibility for all renter caused damages to the HO's property, to the common grounds, and recreational facilities (e.g., sun garden). The CCCA shall assess charges for damages caused by the renter directly to the HO.

(3) Payment of Monthly HO Dues. Payment of the monthly HO dues, along with any late payment fees, is the responsibility of the HO. The CCCA shall not seek to collect any assessment from a lessee.

(4) Rules Governing Common Grounds Use. Renter's knowledge of and compliance with parking rules and use of common grounds are the responsibility of the HO. Punitive actions and assessments to cover necessary corrective measures shall be charged to the HO.

(5) Transfer of Recreational Facilities Privileges. The HO automatically transfers his rights for the use of recreational facilities (i.e., sun garden) to the renter when the HO leases his condo. The HO thereafter has no recreational facilities privileges. The HO and renter rights to recreational facilities may be suspended through violation of the CCCA Rules and Regulations or misconduct of the renter.

8. INSURANCE

a. CCCA Responsibilities.

CCCA carries certain liability and property damage insurance as it relates to common area property and the unit condo residential dwelling.

b. HO Responsibilities.

The CCCA does not carry insurance for damage to any personal property within the unit condos. It is the HO's responsibility to carry fire, personal, and property damage insurance on the contents of their condos. In addition, CCCA recommends that each HO consult with his/her own insurance agent about protection from any potential liability the HO might have for damage to a neighboring condo caused by negligence.

9. LANDSCAPING AND GROUNDS CARE

a. Landscaping.

One of the principal responsibilities of the CCCA is to maintain and improve the appearance of the grounds. The Grounds Committee assists the BOD in fulfilling the responsibilities. When funds become available, the BOD/PMA, in coordination with the Grounds Committee, will contract for the services of a landscape architect for assistance in drawing up long-range landscaping priorities and for advice on annual grounds maintenance.

b. Lawn Care.

Lawn care, such as mowing, trimming, and fertilizing, etc., is the responsibility of the CCCA. Normally this work is contracted annually to a lawn care firm on the basis of competitive bids. The patio areas at the rear of the condos will be mowed unless inaccessible because of a locked gate or a dog. HOs may request that this area not be mowed. Workers are not responsible for moving bicycles, lawn furniture, toys, etc., in order to mow/trim. To facilitate mowing/trimming and to keep up the appearance of our facilities, no personal belongings should be left on the common areas.

c. Patio Areas.

HOs may landscape the rear patio areas with trees, shrubs, and flowers as they please without securing the approval of the Grounds Committee. HOs will be responsible for the maintenance of such items.

d. Vehicles on Common Grounds.

Bicycles, cars, motorcycles, trucks, and other motorized vehicles (e.g., two/three/four wheelers) except those used by the grounds contractor, are not permitted on the lawns at any time. Motorcycles are to be operated only on the public streets and will be pushed manually when brought on any portion of the common grounds. Violators may be fined, and are responsible for any damage to common property, including curbs, lawn, shrubbery, trees, underground pipes, etc.

10. PARKING

a. Assigned Parking Spaces.

Residents are permitted to park in those spaces assigned to their condo only. Such spaces are identified by the condo unit number which is painted on the curb as well as on the pavement. Residents of each condo will ensure that their guests are advised of the limited parking available. Double/triple parking against any one space is prohibited.

b. Illegal Parking Areas.

Parking is prohibited in illegal parking areas which are identified as follows: (1) along curbs painted in yellow, (2) along curb areas marked by 'No Parking' signs, (3) along curbs in front of post office boxes, and (4) on the lawns or curbs. Residents are advised that the Raleigh City Police will issue tickets for parking along the curbs marked by "No Parking" signs.

c. Parking for Vehicles Repairs.

No vehicle repairs or maintenance, other than for emergency repairs shall be performed in the parking areas.

d. Parking of Boats, Campers, Recreational Vehicles, and Trailers.

Due to the unsightliness of boats, campers, recreational vehicles and trailers, residents are encouraged to store such items at locations other than at the CCC. While this does not prohibit the parking of, such items at this time, this rule is subject to review by the BOD when the numbers of such items become untenable. Canvases will be tucked/tied in a neat manner. These items will not be stored on the common grounds.

e. Towing of Vehicles.

(1) Vehicles not parked in accordance with the rules in this paragraph are subject to being towed at the vehicles owner's expense.

(2) Residents whose assigned parking spaces have been taken are encouraged to block the illegally parked car and call the towing company currently responsible for towing illegally parked cars at the CCC. The name of such company and their telephone number is listed in the CCCA Directory of Key Personnel.

11. PEST CONTROL AND TERMITE PROTECTION

a. Pest Control.

CCCA maintains a contract for pest control services (e.g., ants, insects, mice, roaches, silverfish, spiders, water bugs, etc.) found in the interior of a condo. With the permission of the HO treatments for pest control can be applied on a regular basis. It is the responsibility of the HO to notify the PMA when such services are required. Also, it is the responsibility of the HO to ensure the cleanliness of the dwellings. (NOTE: Flea and bedbug control is the responsibility of the HO and not the CCCA.)

b. Termite Protection.

If termites are detected inside or outside your unit, the resident or HO should inform the PMA so that immediate corrective action can be taken. The CCCA will provide exterior and interior termite protection, however, repair of the interior for damage caused by termites is the responsibility of the HO.

12. PETS

a. HO Approval Required.

Because of property damages and other neighborhood problems associated with certain pets, a resident must obtain permission from the HO before acquiring a cat, dog, snake or any other pet.

b. Pet Size Restriction.

Due to the limited space available within the fenced-in patio areas of a condo, the number of pets is limited to two and the size of a pet is limited to 30 pounds or less.

c. Pets Use of Common Grounds.

In accordance with the city leash law, pets must not be allowed to run freely on common areas, nor may they be chained in these areas. Except when on a leash, pets must be confined within the condo/fenced-in patio areas. Pets may not be confined on front porches of condos. Whenever possible, keep your pets

from eliminating on or in the vicinity of the sidewalks. HO's are responsible for cleaning up their pet's feces.

13. RECREATIONAL FACILITIES

a. Sun Garden.

The Sun Garden located on Champion Court is an area where residents and their invited guests can enjoy quiet conversation, peace and quiet. The sun garden has patios, trees, shrubbery, and from time-to-time flowers. It is not designed to be used for spirited social activities such as parties, picnics, etc.

14. SIGNS

a. Signs Authorized.

Only one type of sign (i.e., "For Lease", "For Rent", "For Sale",) is approved for use by the HO/resident. Such signs may not exceed six square feet (city ordinance). Such signs will be placed inside the condo windows (i.e., one at front and one at back, as desired). No sign may be attached directly to the outside wall of the buildings. A Realtors "For Sale" sign must be removed no later than three weeks after the condo has been sold.

b. Signs Not Authorized.

No signs (including directional signs) may be placed along the streets or at the entrance to courts (city ordinance). Residents will not place any other type of signs in their windows (e.g., No Soliciting, political, etc.).

15. SOCIAL ACTIVITIES

a. Public Order.

Residents who sponsor social activities are responsible for ensuring that public order is maintained in a dignified manner. Annoying noise levels and trashing of the grounds/parking areas are unacceptable. Sponsoring residents will ensure that all trash/debris thrown on common grounds and attributed to their social activities are promptly cleaned-up.

b. Notification of Neighbors Concerning Impending Parties.

To avoid/reduce conflict, it is suggested that sponsoring residents inform their neighbors of impending parties and seek their cooperation and understanding.

C. Notification of Non-Resident Guests Concerning Parking.

It is the responsibility of the sponsoring residents to inform their non-resident guests of the CCCA assigned parking policy.

16. TAXES

a. CCCA Responsibilities.

Property taxes for the common grounds are assessed against each condo/HO on a pro-rata basis. CCCA has no property tax responsibilities. CCCA will file any required income tax forms.

b. HO Responsibilities.

HOs are responsible for listing their condo properties with the Wake County Tax Supervisor, and for paying all required property taxes.

17. CCCA PROPERTY MANAGEMENT AGENT

a. PMA Services Provided to CCCA.

Because of the magnitude of the responsibilities of the day-to day-operations of CCCA, It is necessary for the CCCA to employ the services of a professional PMA. The primary PMA services are: (1) receiving/depositing monthly/special assessments, (2) paying bills, (3) record keeping, (4) administrative services, (5) preparation of budget/financial/managerial reports, (6) weekly inspections of CCC property , (7) providing or contracting for required maintenance and repair services, (8) opening/closing swimming pool, (9) developing/scheduling capital replacements, (10) overseeing the work of contractors for grounds/landscaping care/maintenance and repair, and (11) providing financial/managerial expertise, etc.

b. PMA Services Available to HOs.

The services identified below are not a part of the CCCA management provided by the PMA. As a convenience, they are available to the HO for a reasonable fee. Such services include:

- (1) Repair service for interior/exterior HO maintenance responsibilities
 - (2) Repair/replacement/installation of window screens
 - (3) Repair/replacement/installation of keys/locks/deadbolts
 - (4) Provide lockout service for residents who lose/misplace keys
 - (5) Leasing/selling/management of condos
 - (6) Providing additional copies of CCCA governance documents (i.e., Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations).
- (NOTE: The HO receives one copy, plus updates, at no charge from the CCCA.)

c. PMA Identification.

The CCCA PMA's name, address, and telephone number are as follows:

(1) Company Name.

Ammons Pittman HOA Management
10224 Durant Rd
Raleigh, NC 27614

(2) Contact

Mr. Rod Hamby

(3) Telephone Number.

Day/Night: (919) 790-5350