

FOREST COURT RESIDENT INFORMATION

INTRODUCTION

Several documents are useful to your understanding of the Forest Court community. These include: 1) Articles of Incorporation, 2) Declaration of Covenants, 3) By-Laws and 4) Rules and Regulations. You should have received the first three documents when you purchased your townhouse. If you do not have these three documents, please contact either your real estate agent or your closing attorney.

The Forest Court Homeowners' Association

The Forest Court Homeowners' Association (FCHOA) was initiated by the developer. It is a legal entity fully recognized by North Carolina law and is described in the By-Laws and Declaration of Covenants. Forest Court home ownership provides one share per house in the Forest Court Homeowners' Association. With this share comes the use of, and responsibility for the common grounds, parking area and facilities such as the lighting around Forest Court, the fire hydrant, dumpster, etc. Each house shareholder has one vote on major Forest Court business. Homeowners are expected to attend the annual meeting of the FCHOA held in January and to vote on issues that arise. While certain decisions require a vote by the entire membership of the FCHOA, the ongoing governance of the FCHOA is the responsibility of the Board of Directors. A professional management company handles the Association's day-to-day operations. The HOA management company is A2Z Realty.

The FCHOA Board of Directors

The Board of Directors consists of a group of four/five individuals elected by homeowners at the annual meeting. The board members serve two-year terms, which are staggered to provide continuity. Each member is a volunteer giving time, experience, and energy to try to make Forest Court a fine place for all of us to live. The Board meets monthly and focuses on policy decisions, working closely with the property management firm hired by Forest Court.

You are encouraged to express your willingness to be nominated for election to the Board, thereby taking your turn in helping the Board fulfill its duties. Everyone has something to give, so please let a member of the Board know when you are available for this type of service.

Property Manager

The FCHOA Board hires a property management firm to conduct Forest Court's day-to-day business. This includes dues collection, financial oversight of Forest Court's budget, contracting with companies to do work in Forest Court, and responding to homeowner requests for repairs, etc.

Our Property Manager Company is A2Z Realty. The phone number is 919-933-1422 and email address is joel@a2zrealty.biz.

Call or email Tammy Newton (Tammy.realty@yahoo.com) if you need repair work on the exterior of your unit, if you see problems that need immediate attention in the common areas, or if you have complaints or suggestions about any of the work that is done in Forest Court.

LIVING IN FOREST COURT

The Rules and Regulations document lays out guidelines that foster harmony in living in a community with close neighbors. Please read and follow the Rules and Regulations. Below you will find a review of some of the information in the Rules and Regulations as well as additional, practical information about living in Forest Court.

Parking

Each unit in Forest Court is allotted two parking spaces. These spaces are side-by-side and are located as close to the front of your unit as possible, depending on the layout of the parking area. There is space for guest parking on either side of the center island and at the entrance to Forest Court. Please do not use your neighbors' parking spaces for guest parking.

Landscaping

The Forest Court Homeowners' Association hires a landscape crew to handle regular yard maintenance in Forest Court. FCHOA grounds maintenance includes mowing, leaf removal, blowing of the parking area and sidewalks, weeding of common areas and trimming and fertilization of shrubbery. As our budget allows, we contract tree maintenance and removal and the planting of new shrubbery. Each homeowner is free to install harmonious plants, either annuals and/or perennials, on their property. Please note that the Declaration of Covenants prohibits homeowners from planting in the Forest Court common areas (Article 10, Section 6). If you have specific questions about planting or landscaping, contact a member of the Board.

Pets and Stray Animals

Dogs and cats are permitted as pets in Forest Court. Cats must be indoor cats and not allowed to roam freely outside. Both the Forest Court and the Town of Carrboro have regulations requiring that dogs always be on a leash when outside. Stray animals may be reported to the Chapel Hill Animal Control Center at (919) 967-7387.

Garbage Disposal

A dumpster is centrally located in Forest Court to provide convenient household trash disposal. Garbage pickup occurs on Wednesday morning. Be sure to put all of your garbage inside the dumpster and close the door so that raccoons and other small animals cannot get into the dumpster. Never place large items on the ground in front of the dumpster; if that path is obstructed, garbage pickup cannot occur. While most common household waste can be disposed of in the dumpster, there are several important exceptions. Please do not dispose of ANY of the following types of items in the dumpster:

- Large, bulky items (e.g. furniture, mattresses, televisions)
- Flammable materials (e.g. oil, gas, paint)
- Toxic or hazardous waste
- Yard waste
- Construction materials
- Corrugated cardboard (recyclable – see below)

A note on corrugated cardboard: The Regional Landfill Authority refuses to accept corrugated cardboard waste and has taken a **ZERO TOLERANCE** position, allowing no recyclable corrugated cardboard to be

dumped at their facility. If cardboard is dumped, the Authority doubles the tipping (dump) fee, which is regularly about \$250 per truck. This extra fee is passed on to the offending community from which the cardboard was picked up. In the past, Forest Court has been reprimanded for having corrugated cardboard in the dumpster. We do not wish the homeowner association to receive a heavy fine if cardboard is found in our dumpster in the future.

The only exceptions to this rule are things like greasy pizza boxes, which cannot be recycled.

Recycling

Curbside recycling is available every Friday morning. Each house has one or two blue recycling bins provided by Orange County. If you need a recycling bin, call (919) 968-2788. The following may be recycled: newspapers; glossy paper/magazines/catalogs; mixed paper; all plastic bottles; clear, green, brown, and blue glass containers, aluminum; and steel or tin food cans. Flattened corrugated cardboard may be put alongside the bin.

For more information about recycling and solid waste disposal, including drop-off locations and other instructions for disposing of items that cannot be placed in the dumpster, please visit:

Town of Carrboro Public Works Department: <http://www.ci.carrboro.nc.us/pw>

Orange County Solid Waste Management Department: <http://www.co.orange.nc.us/recycling/>

Christmas Tree Disposal

Please leave Christmas trees and wreaths by the side of Bolin Creek Drive near the entrance to Forest Court. If you place these items there, the town of Carrboro will pick them up within a reasonable time following the Christmas holiday. Please do not place Christmas trees near the dumpster because they will not be picked up.

City Bus Service

All Chapel Hill/Carrboro bus service is free. The Bolin Forest neighborhood is served by Chapel Hill Transit's "F" bus on weekdays. The closest bus stop is on N. Greensboro Street near the entrance to Bolin Forest. Schedules may be picked up at the Chapel Hill Town Hall on Martin Luther King Blvd. For more information call Chapel Hill Transit at (919) 969-4933. The number for making reservations for EZ Rider door-to-door service for the elderly and handicapped is (919) 969-5544.

INFORMATION SPECIFIC TO YOUR TOWNHOUSE

Exterior Unit Maintenance

The FCHOA is responsible for maintaining all of the common property and, in addition, maintaining the exterior (excluding front doors, windows and screens) of all units. "Maintenance" refers to actions that continue the condition of the buildings in response to natural wear and tear and deterioration. The FCHOA is not responsible for individual unit construction defects or on any improvements to the units that did not exist at the time of their construction.

If you are in need of some repair work on the exterior of your unit, please contact the property manager, who will inspect the item of concern and determine whether repair is needed in consultation

with the FCHOA Board. If FCHOA Board and property manager determine repair is warranted, the property manager will arrange for the work to be done. The cost of repairs to the exterior of all units is the responsibility of FCHOA. Repairs made by homeowners or tenants will not be reimbursed by the FCHOA without prior approval.

The board has ruled that durable but eco friendly as possible products are to be used for up keep at Forest Court.

There is a choice on the paint color used on your front door, either the same color as the unit or a dark green as used on the shutters.

FCHOA Insurance Coverage

The provider for FCHOA insurance is Harford Mutual Insurance Company. Our policy number is 8145726 and we are listed as the Forest Court Homeowners Association Inc. All requests for insurance claims are to be submitted to A2Z Realty, the Property Manager, before they can be authorized for submittal to the insurance carrier. The contact is Cathleen Lucas at Summers Thompson Lowry, Inc. (919) 969-5311 or cathy@stlinsure.com.

The FCHOA insurance policy covers all components that are considered part of the structure of the dwelling units. This includes, for example, roofs, exterior siding, chimneys, and original decks and porches. Exceptions to this are components, such as skylights, that have been added since the original construction of the Forest Court buildings. Interior items that are covered by this policy include light fixtures (but not ceiling fans), plumbing, cabinets, carpeting, appliances, wallpaper and paint. The structures are covered for loss and damage caused by fire, wind, lightning, smoke, vandalism, falling objects, weight of snow, ice or sleet, and sudden and accidental discharge of water from within a system (such as a burst pipe). The policy does not provide coverage for loss due to water unless caused by the covered perils described above. Losses due to wear and tear, deterioration, latent defect, earthquake, war or nuclear explosion are not covered.

Many residents may choose to obtain homeowners' liability insurance and insurance on their possessions. Our property manager advises that homeowners should have HO6 insurance with \$1000 coverage toward deductible built in for structure. This is done on an individual basis with insurance company of your choice and is completely separate for the Forest Court insurance policy.

Making Changes to your Unit

Historically, very few alterations to the exterior of Forest Court townhouses have been made by individual owners. If a homeowner wishes to make a change that may affect the exterior, it is required by Article V of the Articles of Incorporation that homeowner seek the Board's approval for any change, alteration, or addition to the exterior of the homes. This must be in the form of a detailed, written proposal submitted to the Board. The proposal should include specifications, such as type, size, height, materials to be used, etc. Modifications may not be made until approval is received in writing from the Board. This includes installation of skylights, satellite dishes, etc.

Changes to the interior of the unit are the responsibility of the homeowner and are not governed by the FCHOA.

Clothes Washers and Dryers

The water lines to the washing machines should be turned off when you are not washing clothes. This will prevent flooding and water damage caused by a burst water hose. Use of flexible plastic hoses to vent dryers is illegal and no longer meets the building codes. Because severe lint accumulation in dryer ventilation systems can cause fires, it is recommended that you keep the system clear of lint at all times.

House Numbers

There is no requirement regarding the type of numbers you display on your home. If you wish to replace your house numbers, the FCHOA recommends the following: brass or brass-finish numbers, approximately four inches high with a line width of at least ½ inch. They should be placed horizontally in a well-lit area near the front entrance. You can install the house numbers yourself, or you can ask the property manager to arrange to have this done for you for a fee.

New Shrubbery

When foundation shrubbery is lost due to age or drought the FCHOA will allocate \$50.00 per replacement plant and pay for the cost of planting.

French Doors

When French doors have declined to the point they are not functioning properly, the FCHOA will allocate a total of \$1000.00 toward the replacement doors and their installation. Replacement of French doors for other reasons are the responsibility of the homeowner. Storm and screen doors are the responsibility of the homeowner.

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FOREST COURT HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

1. Regular assessments for maintenance are due on the first day of the month. The monthly assessment for 2018 160.00 per month. Payment shall be made to the order of the Forest Court Homeowners' Association, Inc. and sent to the Management Company. In the event of non-payment of the monthly assessment fee, a bill for the monthly fee and the late fee will be sent on the 15th of the month in which the payment is due. The second month an owner is in arrears, the property manager will send a letter on the 10th of the month requesting amount due including a second \$15.00 late fee. The third month an owner is in arrears, the bill will be turned over to an attorney for collection.

From time to time a special assessment for capital improvements may be necessary. Payment will be subject to the same policies as the regular assessment. Any "bad" check shall be returned to the property owner who will pay a fee of \$25.00. It is the personal obligation of the owner to pay the regular and special assessments. In case of non-payment, a lien against the property in the amount of the assessments, interest, and attorney's fee will be enforced.

2. Exterior maintenance provided by the Association includes grass mowing, leaf removal, and shrubbery care; sidewalk snow removal (as soon as reasonably practical after a snowfall); paint and/or stain of exterior; repair, replace and care of roofs, gutters, downspouts, and all original exterior improvements excluding glass surfaces; and termite inspection and control. No lot owner shall direct, supervise or in an other manner attempt to assert any control over any employees of the Association or employees of any subcontractor performing services for the Association, nor shall any lot owner attempt to send any such employees private business for the lot owner. Complaints regarding the services provided to Forest Court shall be made in writing to the Forest Court Homeowners' Association through the Board of Directors. In the event of an immediate concern, a call should be made to the property manager.
3. Sidewalks, entrances, green areas and parking spaces in and around each lot shall not be obstructed or used for any purpose other that ingress to and egress from the lot.
4. Owners may plant harmonious flowers, shrubs, etc., provided that such plantings are maintained by the owners at their expense and do not hinder the Associations' maintenance of the exterior to the townhouse or remaining yard space.
5. No signs of any kind may be displayed except for a single "House for Sale" for "For Rent" placed in front of the property. Owners may identify their townhouse with a house number and a name, if desired.
6. No building, fence, wall or other structure shall be erected or maintained and no exterior change or alteration may be made without application to the Board. Refer to Article 1, Architectural Control, in the Declaration of Covenants for FCHOA.

7. Each lot owner is entitled to the use of not more than two automobile parking spaces located as conveniently as possible to the owner's lot. Parking spaces shall not be used for storage of boats, wrecked or inoperable vehicles, or for any purpose other than for parking. A lot owner may not lease or assign his space or the spaces provided for guests. Any vehicle parked anywhere on Forest Court property must be in working condition, have a current license tag and, if registered in North Carolina, a current inspection sticker. Vehicles not conforming to these requirements are subject to removal at the owner's responsibility and expense.
8. Household garbage is to be deposited in the dumpster provided. Do not put corrugated cardboard in the dumpster. Recyclable items are to be placed in the blue bins provided each household for curbside recycling. Flattened corrugated cardboard may be left alongside the recycling bins. Building material, yard or garden discards, or large items (mattresses, furniture, etc.) can be placed near the dumpster and the Carrboro Public Works - (919) 918-7425 - should be called to pick up.
9. Each lot owner shall keep the townhouse in a good state of preservation and cleanliness. Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or emanate from their respective townhouse lots. Nothing shall be hung or shaken from doors or windows, or placed upon an outside windowsill. No yard sales shall be permitted, nor any activity that may be or may become a nuisance or annoyance to the neighborhood. Pets are not to roam freely; dogs must be on a leash.
10. Firewood or any other untreated lumber shall not be stacked or stored on or under decks or in crawl spaces. Wood stacked directly on the ground must be at least twelve inches from any and all parts of the structure with no continuous ground-firewood-structure contact. Any temporary stacking must be elevated at least six inches by non-wooden supports and may not come within twelve inches of any wood portion of the structure. Any infraction of this ruling endangers the retention of the termite bond on all units by violating the conditions of the bond.
11. Any consent or approval given under these Rules and Regulations may be added to, amended and/or repealed at any time by resolution of the Board of Directors of FCHOA.

Homeowners not in compliance with these Rules and Regulations may be subject to fines and/or legal action.