

# **Skiles Heights Homeowners' Association, Inc.**

## *Rules, Regulations, and Guidelines*

### **Architectural Issues**

1. Architectural additions or improvements must adhere to the existing standards in structural design and color and any such plans must be submitted in writing to the Board of Directors in advance with supporting documentation for prior approval. Documentation shall include written plans and specifications showing the nature, kind, shape, height, materials, location, and color of the proposed improvements. Building permits and compliance with any city set-back restrictions are required. The Board will approve, deny, or request modifications within 30 days, except when erroneous data or incomplete information is presented. In the latter case, the Homeowner will be requested to submit additional data and the period for Board approval shall be extended on the request to within 30 days following submission of such additional data. Any action by the Homeowner prior to the Board decision is subject to removal if the proposal is not approved. This rule shall apply to ANY exterior improvement.
2. No pools, hot tubs, or other facilities similar in structure shall be allowed anywhere on the premises of Skiles Heights.
3. Except as may be permissible by federal law, no exterior antennas or satellite dishes shall be permissible upon the townhomes or common area of the Skiles Heights community.
4. Except as specifically authorized in writing by the Board of Directors, no commerce shall be conducted anywhere upon the property of the Skiles Heights community.
5. Except as specifically authorized by the restrictive covenants, bug control lights, basketball hoops, pole floodlights, clotheslines, and outbuildings are expressly prohibited.
6. Seasonal holiday decorations shall be permissible so long as they are displayed in "good taste", as determined by the Board of Directors. Said decorations shall not be set out prior to four weeks before the holiday and shall be removed no later than two weeks following the holiday.

### **Common Areas**

7. Except that property not already deeded to the Association, the areas surrounding all units including the parking areas and other "open space" areas in the Skiles Heights community are common area and owned by the Association.

8. Common areas shall be kept free of personal belongings including but not limited to: chairs, furniture, toys, satellite dishes, bicycles, lawn art, statuary, and other such items, except those as permitted for limited use under the "Garden Areas" section of these rules.
9. Due to liability concerns, minor children, whether residents or guests, playing, congregating, skating, or any other similar activity upon the parking areas is expressly prohibited. Further, children participating in such activities upon any other portions of the common area shall be accompanied and actively supervised by the homeowner at all times and the conduct of said children shall not, in any circumstance, interfere or disrupt the activities of any other homeowner. As a condition of allowing children to utilize the "open space" common areas for such recreational activities, the homeowner assumes and the Association hereby disavows all liability for any personal injury or destruction of property that may occur as a result of said activities.
10. Affixing any item by any method to any exterior surface of any unit is prohibited unless specifically authorized in writing by the Board of Directors.
11. Homeowners shall take no action to contribute to the destruction or deterioration of any exterior surface of any unit or any part of the common area. Homeowners undertaking any such action deemed deliberate by the Board of Directors, shall bear the full cost of repair for such actions.
12. Homeowners, residents, and/or their guests shall not play music, whether through vehicle, home stereo, or similar device, at a volume at anytime sufficient to interfere or disrupt the activities of any other homeowner.

### **Garden Areas**

13. As has been the practice, the Association will permit individual flower garden areas at the front and rear of townhomes. However, each homeowner is responsible for creating flower gardens in "good taste" as determined by the Board of Directors and for the regular maintenance and upkeep of said gardens. "Gardens" for this purpose, in addition to flowers, shrubs, etc., shall include yard statuary, metal designs, pottery, identity signs, benches, bird baths, bird houses, bird feeders, and any other similar decorations. Failure of a homeowner to maintain an individual garden area to a condition acceptable to the Board of Directors shall result in the area being maintained by the Association, the costs of which shall be borne by the individual homeowner.
14. Food producing gardens are prohibited. Artificial gardens/landscapes shall only be permissible at a minimum and as displayed in "good taste" as determined by the Board of Directors. The keeping of

herb gardens, so long as they are potted, within the interior of a back patio of a unit, and well-maintained, shall be exempt from this provision.

### **Garbage Cans/Recycling Bins**

15. Garbage cans and recycle bins shall be stored either within a homeowner's garage or within the interior of a homeowner's back patio area. Placement/storage in any other area is expressly prohibited.
16. Garbage cans/recycle bins shall only be pulled to the street for collection/pick-up the evening immediately preceding the morning of collection/pick-up as designated by the City.
17. Garbage cans/recycle bins must be returned to their appropriate storage location no later than the evening of the day of pick-up.
18. Trash shall only be stored within the appropriate and designated containers and homeowners are responsible to ensure that trash is not left in the common areas around the perimeter (or any other area) of the community.
19. No food shall be disposed of or thrown out onto any portion of the common area under any circumstances. Such items shall be properly bagged and stored within the homeowner's garbage can for collection.

### **Parking**

20. Each unit/townhome is provided two (2) dedicated parking spaces: one within the garage of the unit and the other directly in front/outside of the unit's garage door. All other parking spaces are in common with other homeowners and their guests.
21. Parking in areas other than those designated for parking is strictly prohibited and vehicles in violation will be towed without notice at the vehicle owner's expense.
22. Double-parking within any parking area of the Skiles Heights community is prohibited. Vehicles in violation will be towed without notice at the vehicle owner's expense.

23. Parking of recreational vehicles, boats, trailers, campers, utility trailers, commercial vehicles, or any other non-conventional passenger vehicle upon any area within the community is prohibited.
24. All vehicles on the premises must have a current license plate displayed, be in operable condition, and receive normal and regular use as determined by the Board of Directors. Vehicles in violation will be towed without notice at the vehicle owner's expense.
25. Writing or drawing upon any portion of a parking area within the community is expressly prohibited.
26. Homeowners, residents, and/or their guests must be mindful of the proximity to others in which they live and shall not enter or exit the community while driving at an imprudent speed.
27. Homeowners, residents, and/or their guests shall not approach the vicinity of the community nor enter or exit any parking area of the community with music playing at a volume sufficient enough to disrupt and/or cause concern to any other homeowner.

### **Pets**

28. All owners shall immediately pick up and dispose of pet droppings occurring in any part of the common area. Failure to immediately pick up and dispose of animal waste will result in fines.
29. Dogs, cats, or other pets shall not be allowed to run free in the community under any circumstances.
30. No animal is to be tied, chained, or otherwise tethered anywhere upon a unit's patio areas or the common area.
31. No animal shall be housed or kept for any period of time upon the exterior of any unit, including a unit's patio areas and the common area.
32. Excessive barking, as determined by the Board of Directors, will not be tolerated.

### **Garage/Yard Sales**

33. Garage and/or Yard sales are not permitted unless expressly pre-approved in writing by the Board.

## **Outside Patio Areas**

34. Outside patio areas are not to be used for storage.
35. Standard patio furniture, outside decorative items, grills, and city-issued trash/recycling containers are the only items permitted on the patio areas. All other items are to be stored in-doors or disposed of properly. Any items found to be in violation of this regulation, as determined by the Board of Directors, will be removed and disposed of at the homeowner's expense.
36. The use of fire pits, fireplaces, or other similar open flame containers on any outside patio area or upon the common area is expressly prohibited.
37. As a fire precaution, all grilling must be performed within the interior of the back patio of a unit and shall not be performed within 10 feet of a vinyl-covered exterior surface of a unit.

## **Signs**

38. A real estate "For Sale" sign may be placed only in the front garden area of any unit for sale in the community. Placement of any other signs for any other purpose in any other location in the community is expressly prohibited.

## **Dues/Assessments**

39. Monthly dues/assessments are due by the 10<sup>th</sup> of each calendar month. Nonpayment of dues for a period greater than 30 days shall result in a \$20 per month late fee so long as the account remains in arrears and a repayment plan has not been agreed upon by the affected homeowner and the Board. This fee shall not preclude the Association from pursuing further action or instilling additional penalties, as allowed by law, as a result of non-payment of dues/assessments.

## **Applicability**

40. All unit owners are members of the Association, regardless of any intervening factors or conditions, and therefore subject to the various provisions set out in these rules, regulations, and guidelines.
41. All homeowners are responsible for the conduct and actions of not only a respective unit's residents, but also their respective guests. As such, these rules, regulations, and guidelines shall apply to all homeowners, residents, and guests of the community; however, all financial obligations to the

Association shall rest with the Homeowner.

### **Violations**

42. Violations of these Rules, Regulations, and Guidelines may progressively result in the following:

- a. Oral and/or written request to correct the violation;
- b. Written notice from the Association directing correction of the violation;
- c. Assessment of \$25, \$50, and \$100 fines for the first, second, and third (and subsequent) occurrences that the violation remains or recurs following notification to the Homeowner.

Use of the above measures shall be in addition to any and all fees or assessments as set forth in the Restrictive Covenants, By-laws, or General Statutes where applicable.

*Authority to enact and approve these Rules, Regulations and Guidelines is granted by the bylaws and “The Planned Community Act” – Chapter 47F of the North Carolina General Statutes.*