

THE VILLAS

McIntyre

HANDBOOK

Of Rules and Regulations For The Villas at McIntyre

Revised September 12, 2002

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I. General Policy

This Handbook of Rules and Regulations adopted by the Board of Directors of the McIntyre Homeowners Association has been established to be used as a companion reference to the recorded Declaration of Covenants, Conditions and Restrictions for McIntyre. These governing documents contain information regarding ownership, occupancy, membership rights in the Association and other general guidelines provided to promote enjoyment of the Community by its residents and to protect and enhance the value of homes within McIntyre. Because the quality of the villa lifestyle depends so heavily upon group effort and cooperation, residents are expected to exercise restraint, moderation, tolerance and consideration in matters of personal conduct that may affect their neighbors.

All Rules and Regulations listed here and in all other referenced documents are binding upon every resident of McIntyre without exception.

PLEASE NOTE: This handbook has been designed so that pages can be replaced as needed. Please file all revisions and supplements to this handbook as you receive them. Should you sell your home, please pass this handbook and other governing documents to the new owners.

II. MANAGEMENT COMPANY

Hawthorne Management Company manages McIntyre. Hawthorne's duties include accounting services (collecting Association dues, mailing late notices, paying bills on behalf of the Association, etc.), handling homeowner complaints and inquiries and managing agents hired by the Board to perform landscaping services and other Common Area repair or maintenance.

Hawthorne should be contacted in the event of any emergency or to answer any questions related to the Homeowner's Association. A 24-hour answering service is provided for *absolute emergencies*.

Key Information:

Hawthorne Management Company
P.O. Box 11906
Charlotte, NC 28220
(704) 377-0114
(704) 347-4475 (fax)

Community Manager: Maxine Alls
President: Joe Aiken

III. BOARD / COMMITTEES / MEETINGS

Please refer to the Bylaws of McIntyre Homeowner's Association, Inc. for detailed information regarding election of Board officers, formulation of committees, voting rights, etc. At least one general meeting is to be held annually and, after the first annual meeting, at least 3 meetings of the Board of Directors will be held yearly.

IV. MAINTENANCE

A. Interior Maintenance

The owner must maintain all windows. Draperies / curtains, mini blinds, venetian blinds, window shades and plantation shutters are permitted. Any color chosen must be complementary to the exterior color of the home. The interior color of draperies / curtains can be of the owner's choice, but the lining must conform to the color requirements. Bed sheets, aluminum foil, newspaper or other such materials may NOT be used as window coverings.

1. Window cleaning (interior and exterior surfaces) is the responsibility of the owner.
2. Maintenance and repair of locks, windows and latches are the responsibility of the owner.
3. Window replacement is the responsibility of the owner.
4. The owner is responsible for and shall fully cover any costs (including damage and waste removal) resulting from blockages in any plumbing lines as a result of misuse or neglect; and shall reimburse the Association on demand for any expense they should incur.
5. Should any adjacent owner incur damage as a result of negligence by an owner (or his/her tenant), that owner will be held responsible for the cost of all repairs to the damaged unit.
6. Owners are responsible for interior pest control.

B. Exterior Maintenance

1. NO OWNER HAS ANY RIGHT TO ALTER COMMON PROPERTY.
2. No structural modification or alteration to any unit in McIntyre shall be performed without first obtaining the written consent of the Association. The Association has total authority to withhold consent on any modification if a majority of the Board deems (at their discretion) that such modification would in any way adversely affect the villa or adjacent villas.
3. No owner shall cause any changes or improvements to be made on the exterior of the villa (including painting or other decoration, the installation of electrical wiring, antennae or other objects that may protrude through the walls or the roof of any unit) or in any manner alter the appearance of the exterior portion of any building without the written consent of the Association prior to action.
4. No owner or tenant shall cause any object to be fixed to the common property (including the planting of any plant material) or in any manner change the appearance of the common property.
5. The Association may approve storm doors in writing. A written request must be submitted to the Association. Storm doors must be "full-view" glass or plexiglass and the frame color must complement the exterior color of the villa.
6. Owners are responsible for the maintenance of all exterior doors.
7. Owners are responsible for all repairs, replacement and clean out of sewer lines and facilities located upon their lot from the clean out to the home.
8. Owners are responsible for the cleaning of walkways, patios, stoops, driveways, parking areas and porches located upon their lot.
9. Owners are responsible for the maintenance, repair and replacement of all exterior light fixtures attached to their unit.
10. Removal of any planting material from the common areas by owners is prohibited.
11. Removal of any planting material provided and maintained by the Association is prohibited, unless approved in writing by the Association.

12. Removal, alteration or expansion of any planting bed (pine needled or mulched area) on any lot is prohibited.
13. Owners on their lots may plant annuals and other small planting materials in existing planting beds. Any such plant materials must be maintained by the owner, must be promptly removed if dead and may not be placed so as to interfere with any landscape materials provided by the Association. All plant materials must be kept pruned and away from the building.
14. **Owners are strongly encouraged to water new growth of grass upon their lots, as well as to keep grass watered during the summer months. While the Association is responsible for the planting and maintenance of said grass, they are NOT responsible to keep the areas on each lot watered. Thank you in advance for your assistance in maintaining the attractiveness of your lawns and in keeping dues at a minimum.**
15. Planters on front porches are permitted provided that they are unobtrusive in size, shape and color. Plantings in such containers should be appropriate and must be maintained by the owner. Any dead materials must be promptly removed. No artificial plants may be used.
16. Awnings and window flower boxes are prohibited.
17. Owners are responsible for the maintenance, repair and replacement of the heating and air conditioning units that serve their villa.

C. Maintenance Performed by the Association

1. The Association shall maintain, repair and replace as necessary all Common Areas, and all improvements, utilities and facilities located thereon and therein. This responsibility includes, without limitation, landscaping of common areas, fencing (*except additional fencing that may be located upon an individual resident's lot to enclose a patio*), private roadways, alleyways and streets, retaining walls, signage, sidewalks, and all amenity area features.
2. The Association shall provide the following exterior maintenance upon each lot subject to assessment as follows:
 - a. roofs
 - b. gutters and downspouts

- c. exterior building surfaces (excluding doors and windows)
 - d. grass
 - e. walkways (excluding cleaning)
 - f. driveways (excluding cleaning)
- 3. The determination of the need, quality, extent and cost of the aforementioned repairs shall be made by the Board of the Association.
 - 4. The cost of repair or replacement of any improvement maintained by the Association, in cases where the repair or replacement is required because of an act of negligence or omission of any owner (including guests, family members and tenants of the owner), shall be the responsibility of the owner.
 - 5. The Association and its agents have the right, after reasonable notice to the occupant, to access any lot when necessary in order to make repairs or perform routine maintenance on items that they have the responsibility of maintaining.

V. Parking

- 1. Residents are to park their vehicles in their garage or driveway.
- 2. Vehicles not licensed or licensed all-terrain vehicles, etc. may NOT be parked in McIntyre unless fully enclosed in the owner's garage.
- 3. Service, maintenance or delivery vehicles making stops at residences or vehicles of guests of residents may temporarily park a restricted vehicle in designated parking areas for no more than 12 hours in any 24-hour period. The Board must approve any extension of the 12-hour limit.
- 4. Parking in any other areas of the community not intended for parking or not mentioned in these guidelines is prohibited.
- 5. The Association has the right to tow, at the owner's expense, any vehicle that continues to be in violation of any Association guideline.

VI. Aesthetics

- 1. Residents are not to obstruct or clutter driveways, entries or any lawn areas with furniture, bicycles, firewood, grills, boxes, equipment, play equipment or any other objects.

2. Hoses are not to be stored on front porches or front lawns.
3. Lawn statues / figurines, sculptures and flags are prohibited.
4. No grills of any kind are to be used near areas landscaped with flammable items such as pine needles or wood chips.
5. Play and exercise equipment may be utilized in the rear portion of a resident's personal lot, but such equipment must not exceed four (4) feet in height and must be stored out of sight when not in use.
6. Written approval of the Board is required before any structure (such as a screen porch or storage area) is erected on private rear property. **Items constructed without prior approval or that do not meet all specified criteria are subject to removal by the Association if not brought into prompt compliance by the resident.**
7. Residents have the responsibility to keep entranceways, driveways, and patios swept or otherwise cleaned.
8. Cleaning or lawn implements are not to be visible from outside any villa.

VII. Fire Safety

1. Residents are urged to maintain at least one fire extinguisher.
2. Extreme care should be exercised when storing any potentially combustible materials, such as paint thinner and cleaning products.

VIII. Trash Removal

1. Rollout containers should be placed at the curb no sooner than dusk the evening before collection days and retrieved no later than midnight on collection days.
2. Rollout bins are to be stored out of sight.
3. No trash or litter is to be deposited or stored on any Common Area at any time.
4. No trash or litter is to be deposited or stored on the resident's premises where visible from any Common Area.

IX. Pets

1. Three (3) pets per unit may be kept. Only pets commonly accepted as household pets are permitted.

2. Pets may not be kept or bred for any commercial purpose.
3. Pets must have proper care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions.
4. Pets must be leashed when on any Common Area and owners are responsible for cleaning up any mess that the pet creates.
5. Pet structures (i.e. dog or cat houses) are not permitted on the exterior of any home.
6. All pets must be licensed, tagged and immunized as required by Mecklenburg County.
7. The Board has the authority to conduct a hearing for any owner whose pet has had a complaint lodged against it for being a danger or unreasonable annoyance. Should the Board determine that the pet does constitute an unreasonable annoyance or does endanger others, the Board may require that the pet be removed from the property.

X. Insurance

1. The Association maintains general liability and property damage insurance for all Common Areas **ONLY. In case of fire or other disaster, only Common Area property would be covered under the Association's policy. Villas themselves and any personal property in the units affected would NOT be covered.**
2. **Residents ARE REQUIRED to maintain a personal property and liability policy for their home. Personal liability policies are required in the amount of \$300,000 (minimum) per occurrence. Insurance policies should list the McIntyre Homeowners Association as additional insured.**

XI. Outdoor Sports / Games

1. Unless sponsored by the Association, no organized sport or game shall be conducted on any Common Area.
2. Children at play in Common Areas are at all times the responsibility of their legal guardian.
3. Chalk art is not permitted.
4. Basketball goals are prohibited.
5. Skateboard ramps are prohibited.

XII. Disturbances / Nuisances

1. No resident shall make or permit any disturbing noise to be created that will interfere with the rights, comfort or convenience of others.
2. No resident shall permit any illegal or other offensive activity to be conducted on any portion of their property or on any Common Area within McIntyre.
3. Residents are responsible for the actions of their guests.
4. No doorways, walkways or roadways shall be obstructed in any manner that would interfere with their use for ingress or egress in the event of an emergency such as a fire or medical emergency.

XIII. Tenants / Roommates

1. Owners are responsible for providing tenants and roommates with these Rules and Regulations and other governing documents of the Association.
2. Tenants and roommates must abide by the same rules and regulations as owners.
3. Owners are responsible for any damages and / or violations caused by their tenants and roommates.
4. Owners who rent or lease their villa to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the villa is occupied by such tenant.
5. Owners may not lease their homes for periods less than one (1) year.
6. Owners must immediately provide in writing to the Association upon the rental or lease of their home:
 - tenant's name
 - tenant's current address
 - true and complete copy of the lease or rental agreement
 - certification by the owner that the tenant has been given a copy of the DCCR's, these Rules and Regulations, the Bylaws and any other governing documents at the time of lease or rental; and that such tenant has been advised of any obligations they may have as a tenant

XIV. Utilities

1. Owners are responsible for electric service for their home. Contact Duke Power at 704-594-9400.

2. Owners are responsible for natural gas service for their home. Contact Piedmont Natural Gas at 704-525-3882.
3. Owners should contact BellSouth at 704-780-2355 for telephone service.
4. Owners should contact Time Warner Cable at 704-377-9600 for cable television service, if desired.
5. Owners should contact the Charlotte Mecklenburg Utility Department for water service.

XV. Exterior Decorations / Door Ornamentation

1. Any changes in the color of front doors require the approval of the Board.
2. Seasonal holiday door decorations shall be removed within 20 days after the holiday. Christmas lighting is not permitted before Thanksgiving.
3. Any ornamentation to be permanently affixed to an external door must have prior written approval from the Board.
4. The Board has the right to require removal of any door ornamentation that it deems to be offensive or that detracts from the overall appearance of the community.

XVI. Signs

1. Signs advertising a villa for sale or rent shall be limited to one per villa and shall not be placed on any Common Area or upon any lot. A window is the only location that is acceptable to place a for sale or rent sign. No signs may be affixed (temporarily or permanently) to the exterior of any structure.
2. Small security service signs are permitted provided the sign is displayed in a window or a plant bed.
3. All other signs are prohibited on any lot or Common Area in McIntyre unless approved by the Board for special events.

XVII. Dues

Monthly assessments for Homeowner's Association dues are due on the first day of the month. Please notify Hawthorne Management of any impending sale so that the billing records can be updated. Dues are subject to change each year, as determined by the Board. Any change will take place at least 60 days in advance of each assessment year.

As noted with exceptions in the DCCR's, dues will not be increased more than 10% over the prior year's amount.

Dues are considered delinquent if not received within 10 days of the due date. Late fees of \$10 per month will begin to accrue after the 10th day an assessment is delinquent. Late fees may be adjusted by the Board and will take effect after a 60-day notice is given to homeowners.