

## **Booklet Purpose**

This booklet is designed to help the homeowner or renter become more familiar with the Northclift Townhouse Association, Inc. It is the Association rules and regulations which apply to everyone. Please read it carefully. Since this booklet cannot provide all the details on any given subject, you should feel free to ask the Property Manager or a Board member about any sections which need clarification, or reference your copy of the Association By-Laws.

This booklet is not at all inclusive. In addition, changes will be made from time-to-time based on input from Association members and on actions of the Board of Directors. This new information will be communicated through the Association website (<http://www.neighborhoodlink.com/raleigh/nclifftownhomes/main.html>) and other correspondences. This booklet will be updated as appropriate.

## **Welcome**

**Dear Homeowner:**

**Welcome to the neighborhood. You join 106 families who have chosen to make this community their home – who together make up the Northclift Townhouse Association.** Individually, we each own our home, but collectively we own the swimming pool, the yards, and the parking lots. This arrangement provides us with the advantage of access to features we may not have individually. It also carries responsibility to balance our actions with the needs and rights of all our neighbors.

This booklet sets forth the rules and regulations established over the years to protect the common welfare. These rules and regulations were established to provide individuals the maximum personal freedom possible while retaining a neighborhood standard that is consistent and will protect property values.

Each member of the Northclift Townhouse Association can make an important contribution to the quality of life in our community. Please plan to be an active member.

## **Association Responsibilities to its Members**

The Northclift Townhouse Association exists to provide for the external maintenance, preservation, and the architectural control of the lots and common areas and to promote the health, safety and welfare of the residents.

This involves the general maintenance of the yards and grounds as well as the swimming pool and parking lots. In addition, the Association provides for the external maintenance of each home including roofs, gutters and downspouts, dividers, porches, and painting. In terms of architectural control, any changes external to your home **must be approved** by the Association to assure consistency throughout the neighborhood. Promoting the health, safety, and welfare of residents involves policies for behavior that take into account the common good. More specific areas of responsibility are addressed later in the booklet.

## **Member Responsibilities to the Association**

As a member of the Association, each resident is responsible for paying monthly homeowners dues in a prompt and consistent manner and for abiding by the rules and regulations of the Association. These are the minimum responsibilities. It is hoped that members will be interested in the functioning of the Association and will participate in Association projects and social events.

## **Specific Responsibilities of the Association Board of Directors**

The Board of Directors is comprised of member homeowners elected by the membership for three-year terms during the annual homeowners' meeting in January each year. A total of nine homeowners serve on the Board, with three seats open each year. In cases of vacancies during a term, a new board member is selected by the remaining board members to fill that particular slot until that term is up. Once seated, the Board elects officers from among its members.

Board members meet monthly to consider the business of the Association. This includes considering homeowner requests, overseeing budget expenditures, and determining Association rules and future direction. All Northclift Townhouse residents are welcome and encouraged to attend these meetings. The meeting dates and times are available by contacting the property management company, and can also be found on the Association website (<http://www.neighborhoodlink.com/raleigh/nclifttownhomes/events.html>).

Further details concerning the Association, its Members, and its Board can be obtained from the By-Laws, Articles I-XV, and from the Covenants, Conditions and restrictions, articles I-III.

## **Northclift Property Manager**

The Association Board of Directors hires and oversees the work of the property manager. The Property Manager is responsible for addressing residents' property concerns and explaining Association rules and regulations. The Property Manager can be reached by using the phone number referenced in the website.

## **General Maintenance**

### **Yards and Grounds** (Updated October 2009)

The area in front of your home is maintained by the Association. Your property extends approximately 10 feet from the foundation of your home (this varies from home to home). The Association has architectural control of all the lots and common areas. Plants or shrubs provided by the Association are maintained and replaced as a function of the monthly dues you pay.

Homeowners who wish to enhance their landscaping may do so, within the following restrictions:

- Bedding plants should not exceed 36" in height, must be maintained, and should never block windows;
- Bushes, shrubs, and bedding plants cannot encroach on sidewalks or walkways;

- Bushes and shrubs planted next to the home should be kept 18” from the foundation and need to be kept below the bottoms of the windows;
- Bushes and shrubs planted along the sidewalks should not exceed 48” in height;
- Trees must be kept in pots;
- Vegetables are not permitted in the front of your home, regardless of whether they are planted in the ground or kept in pots.

Any deviations from the above restrictions must be submitted to the Board for approval using the Architectural Review form.

Hanging baskets and plants in containers on decks and patios are at the discretion of the homeowner. Please remember that vegetables are not permitted in the front of your home.

All architecture features, such as walls, fountains, trellises, stone borders, etc. must be submitted for approval using the Architectural Review form. This applies to improvements made to the front or rear of your home.

Please be aware that the Association is never responsible for the replacement of a tree or plant set out by a homeowner.

#### Grounds Damage

Please be aware that the damage done to common grounds by a contractors truck, delivery truck, or public utility vehicle should be reported to the Property Manager immediately so that the appropriate individual can be contacted to correct the damage. This kind of response helps keep costs down and Association dues reasonable by making the party who damaged common property responsible for fixing it.

#### Weather Related Damage

Your unit may suffer damage due to severe weather. The Association is not responsible for the repair of storm damage. The Association is responsible for the routine maintenance of your unit, not damage due to weather. Check your homeowner’s policy for storm damage coverage.

#### Garbage and Trash Pick-Up

The City of Raleigh collects garbage on Tuesday morning. All phases deposit trash in covered City containers located behind your unit. These containers are taken to the curb on Monday night or Tuesday morning. **Trash should be set out late evening on Monday or Tuesday morning.** City containers must be returned, behind your unit, no later than **Tuesday evening**. This schedule may change when a holiday interrupts the week, and residents should watch the newsletter or newspaper or call the City for the specific schedule that week. The number to call for the pick-up schedule is 831-6890. Residents unable to move their trash container from the back to the curb can call the City to arrange special trash pickup.

#### Large Trash, Rubbish

In addition, the City collects trash from outside on Tuesdays. This includes properly secured boxes, and other similar items. The City will also collect yard trimmings (branches, clippings, leaves, twigs, etc.) and other odd-sized items if bundled properly

(branches five feet long bound 18 inches in diameter). Trash should not be placed at the curbside any earlier than Monday evening.

If trash has not been picked up by Tuesday evening it should be removed from curb by the resident. A holiday any day in the week normally may result in suspended curbside trash service for that week, but the City should be consulted for the specific schedule. Garbage and trash put out to the curbside too early may end up on the resident's front porch by the Property Manager and a fine may be imposed.

**Residents who inappropriately dispose of garbage or trash are responsible for the cost of any special trash pick-ups necessary to keep our community safe and sanitary.**

### Large Article Pick Up

On request by the Property Manager, a couple of times a year the City will do a large item pick-up which includes old appliances and such, but not construction materials or hazardous materials. Watch the newsletter or website for schedule. Large items may not be indiscriminately placed at the curb when no large item pick up scheduled.

### Recycling

The City of Raleigh picks up recycled material from green containers provided by the City to residents. The schedule is the same as the trash pick-up, Tuesday of each week. Recycled items the City will accept include:

- Newspapers
- Aluminum Cans (food + beverage)
- Plastic Milk Containers
- Glass (clear, brown and green)

The items the City will accept may vary in the future. Please retrieve your recycling bin directly after it has been emptied or no later than dark Tuesday night.

**Do not** leave your green recycling containers on your front deck or in your front yard. The containers detract from the aesthetics of the neighborhood and will be removed by the Property Manager.

### Gutters and Roofs

The Association will arrange for and oversee the repair and replacement and cleaning of roofs and gutters as determined necessary. Please refer specific concerns to the Property Manager.

### Privacy Partitions

The Association will pay to have a privacy partition replaced or repaired. Those selected for replacement will be chosen by the Board and will be limited by yearly budget considerations.

### Painting

Homes are repainted at approximately seven year intervals. The same or similar color scheme is normally adhered to through each cycle, although any variations are announced in advance. A homeowner with a specific request for a different color should bring that request to the Board of Directors with an appropriate sample for consideration. If the change is approved the homeowner is responsible for any additional costs incurred by the color change.

Special paint problems outside the normal paint cycle should be brought to the Property Manager's attention, and may then be brought to the Board for consideration.

### Front Decks

Front decks are one of the first things anyone sees when looking at our units. Your front deck is also your neighbor's front deck. Because of this close relationship to each other and the effect the appearance of the deck has on both units, it is important to set standards that will benefit all. No grills, trash cans, recycling containers, storage shelving, junk or toys are to be on the front deck. Units with these items on their decks will be contacted by the management company and ask to remove them. Repeated offenses are subject to the homeowner being fined.

### Rear Decks and Patios

Your rear deck and patio area is as important as your front deck. This area is to be kept clean and free of non-functioning items. Dog pen, used appliances or boats are not allowed on back decks and patios. If the Board determines that the property owner has caused the deck or patio damage due to neglect, the property owner will be assessed the repair costs. This includes not cleaning leaves off of wooden decks.

A shed can be placed on your rear deck area. **This storage unit must be approved by the Board.** Existing sheds will be accepted until they need repaired or replaced - at that time a Rubbermaid or comparable type of shed will be required.

### **Architectural Control**

To provide a uniform appearance for our community, architectural control is provided for through the Covenants, Conditions and Restrictions. The Board is responsible for approving any change to the exterior of an individuals unit. This includes building decks or fences, erecting structures, planting shrubs or trees, or altering structures.

**Homeowners who wish to make changes to the exterior of their home must submit their detailed plans in writing for consideration. It is suggested that the homeowner may also want to attend the Board meeting to answer any questions Board members may have. There are two copies of the 2009 "Architectural Request Form" at the rear of this booklet. Check with the management company to insure you have the most current form.**

Changes can be made to decks. The Board has adopted two designs for both front and back decks. The first design is the basic replacement. The second is a larger, less square design. It should be understood that the Association has allotted a set amount of money for the basic front or rear deck. If you decide to go with the larger size design the cost difference will be calculated at the time of the replacement. That difference will be assigned to your unit, when replacement is necessary, your unit will be charged the difference.

For example, if the allotted amount for a front deck is \$1800.00 and the larger design costs \$2200.00, you pay the builder the \$400.00 difference. The Association will record the cost and difference under your unit number for future reference. Each time the deck is replaced your unit would be responsible for the \$400.00 difference. This transfers to new owners.

It should be understood that failure to request approval in advance does not secure unauthorized activity. The By-Laws and the Covenants, Conditions and Restrictions provided for the Board to seek relief through legal means.

## **General Information**

### Animals

The ownership of animals on Association property is restricted to household pets. Please be reminded, however, the dog houses or other such structures cannot be erected on common property. Also, please abide by City leash laws and be considerate of your neighbors and the sanitary conditions of the neighborhood when walking your pet. If animals are a nuisance, residents can call Animal Control at 919-831-6311.

### Antennas and Satellite Dishes

Please be aware that outside antennas are prohibited by the Covenants, Conditions and Restrictions. It is suggested that antennas erected in the resident's attic can provide adequate reception. If you wish to erect a satellite dish please address the Board of your request.

### Common Grounds

The common grounds belong to everyone. This gives everyone additional space for recreation and additional responsibility to keep it neat. Please pick up any litter you may see in the common are and dispose of it properly. In addition, please be aware that recreation does not mean abuse. Grassy areas are not appropriate for bicycling or skateboarding. The families who engage in these or similar activities will be held responsible for any damage that results.

Finally, patio furniture and grills should not be left on the common grounds unless approved by the Board. Grills are not to be used or stored on front decks. We each have back decks or patio areas for grilling. No charcoal grills are to be used on wooden decks – if you have a charcoal grill, move it to the ground during grilling, and remove it after it has cooled off. No grills should be left on common ground overnight or for extended an extended amount of time.

### Homeowners Dues (Updated July 2009)

The rate of Association dues is set and announced by December of each year for the forthcoming year. This amount covers the general maintenance activities described previously, costs for the Property Manager, Landscaping, Caretakers, Special Projects as determined by the Board, and water, sewage and common electricity services.

Starting August 1, 2009 a 6% late charge will be assessed to dues paid 30 days after the due date. This late charge will be charged for every month the dues have not been paid.

The dues are payable to the Northclift Townhouse Association, Inc, they are due the first day of each month - they are late after the first of the month. Dues 30 days late will result in a "15 day letter". This letter will inform you that in 15 day your account will be forwarded to the Attorney for the purpose payment or foreclosure. All costs for the Attorney will be added to your account.

### Neighborly Behavior

The proximity of your homes in a townhouse community means that our habits influence people's perceptions not only of us, but also of our neighbors. Please keep your front porch clear of debris. In addition, consider the impression your back deck or patio makes as it is visible from your neighbors' windows as well as from the common grounds. Neither area should be used for storage. No large items should be stored there, and the patios and decks should be swept and kept clean. Fines may be imposed or charges assessed for repair or clean-up.

### Noise

Loud parties, drunken and disorderly behavior will not be tolerated. Use of profanity, loud radios, and car stereos are all examples of unneighborly behavior. City police may be called by dialing 911.

### Parking (UPDATE July 2008)

Each resident is entitled to two parking spaces as per the Covenants, Conditions, and Restrictions. Each unit will have two permanently assigned spaces in all phases. Residents are asked to adhere to this policy and to park additional vehicles off the premises. The association has 12 additional spaces; these are spaces that are not assigned to any unit. These 12 spaces can be leased for a 6 or 12 month periods at the cost of \$150.00 for 6 months and \$250.00 for 12 months, with the option to renew. Initial rental period can be prorated with renewal periods being January and July. There are 2 spaces in Phase 1, and 10 in Phase 3. This lease is not transferable if you sell. Members that sell will be reimbursed any remaining full months lease money upon closing. . Example: you close after 3 ½ months of your 6 month lease. You would be reimbursed 2 months lease money.

In addition, parking is restricted to marked spaces. Parking along the curb (where not marked for resident parking) is prohibited because it inhibits other resident's ability to get in and out of parking spaces and to travel safely in and out of the lot. Parking illegally also inhibits emergency vehicles. Random towing will be enforced. This means that the towing company will monitor the parking 24/7. They have been instructed to tow any

vehicle not parked in a numbered space, this includes double parked and cross parked vehicles.

Furthermore, parking is restricted to operational vehicles only. Inoperable vehicles or vehicles with expired inspections or registrations will be towed without notice.

Finally, parking privileges do not extend to boats or other items on trailers, or trailers themselves. After an initial notification these vehicles will be towed at the owner's expense. Owners should arrange to rent garage or marine facilities if storage is needed.

#### Parking Lot

Please remind children that the parking lots are for ingress and egress of vehicles and not to be used as play areas. Because of the size of our community and the subsequent number of vehicles playing in the parking lots is similar to playing in the streets. Both practices are very dangerous.

#### Signs

Please be aware that For Rent, For Sale, or other similar signs are restricted to the yards directly in front of each home. For Sale and For Rent signs may be erected on common property at entrances on Dixon Drive. Other signs will be removed from common property and the owner notified where to retrieve it.

#### Windows and Doors

The Association is not responsible for replacement of broken windowpanes or the maintenance of storm windows or front and rear doors. **If the homeowner wants to replace windows or doors an "Architectural Request Form" (2 copies of the 2009 form are located at the rear of this booklet) must be submitted to the Board for approval. Check with the management company to insure you have the most current form. Work done without approval may result in fines, legal cost or removal of newly installed windows or doors.**

#### Wood

Fireplace wood may be stored neatly by the resident in the rear of the townhouse on common property. It cannot be placed on or under the deck, on the patio or against the divider, as these practices put the home at the risk for termites.

#### **Swimming Pool**

Residents of Northclift have the opportunity to make use of a swimming pool located off Dixon Drive in Phase III and open from Memorial Day until Labor Day or at the Board's discretion. The pool area includes an open-air clubhouse, toilet facilities, an outdoor shower and a telephone which is to be used for 911 calls only.

Swimming hours are from 10 a.m. to 8 p.m. daily and are subject to change.

A pool attendant (if applicable) may be hired to maintain the pool and provide supervision of the area. Hours may vary considerably. The door to the pool is locked and must remain that way. Children under 16 may not be in the pool area or in the pool



unless accompanied by an adult (18 or older) member. **The pool attendant is not a baby sitter and will not be allowed to watch those under 16!**

### Rules and Regulations

General Rules and Regulations are posted at the pool each year.

All persons using the swimming facility do so at their own risk. Any person may be barred from the pool or pool area at the discretion of the pool attendant in charge, the Property Manager, or any Board member for any violation of the rules and regulations or for any other reason which constitutes in his or her opinion, a hazard to self, to others, or to the Association. Failure to comply with rules and regulations will result in action by the Association. The Association reserves the right to refuse entry or deny pool privileges to anyone for appropriate reasons. Should the Association determine it necessary to deny pool privileges, a hearing will be held prior to suspension of privileges.

The Association or its agents will not be responsible for loss of or damages to any personal property of any kind.

No Association-Owned equipment may be removed from the pool area.

### Guest policy

All guests, regardless of age, must be accompanied by a member at all times. Adult (18 or older) members are limited to no more than four guests per household.

Members are responsible for the actions of their families and guests. The cost of any property damage will be charge to the member responsible.

### Health and Safety

- No eating, drinking, card playing or smoking is permitted in the water.
- Garbage including cigarette butts, food wrappers, etc. should be placed in the trash containers provided.
- No pets are allowed in the pool area.
- No person with skin abrasions, colds, coughs, inflamed eye infections or wearing bandages may enter the water.
- Expectorating and blowing of the nose in the water is prohibited.
- No cut-off blue jeans or other frayed clothing is permitted in the water. Only normal bathing attire is permitted (frayed clothing will clog the filtration system).
- Persons using sun tan lotions must shower before entering the pool.
- Radios may not be played in a disturbing manner.
- No disrupting or disrespectful behavior is permitted.

### Avoid Accidents

- Always obey the instructions of the pool attendant.

- Running, ball playing, riding on vehicles, horseplay, actions abusing Association-owned equipment, and conduct not conducive to everyone's safety is prohibited.
- Tubes and floats of any kind are permitted in the water where space permits and at the discretion of the attendant.
- Glassware of any type (drinking glasses or bottles) is prohibited in the pool area.

#### Video Surveillance Policy

Because of damage to pool furniture and pool equipment the pool area will be under 24 hour video surveillance seven days a week. The Association will prosecute to the fullest extent of the law.

**When you purchase or rent a home in the Northclift community you agree to abide by the rules and regulations as outlined in the By-Laws and the Covenants, Conditions and Restrictions and the rules and regulations as established by the Board of Directors. Please be aware that these items are advanced for the common good. Your participation in this process is eagerly solicited.**