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#### **Preface**

This handbook provides information about rules, regulations and policies at *Watermark Condominiums*. Each homeowner should become thoroughly familiar with this Handbook as well as the Condominium By-laws, Declaration, Covenants and Restrictions. The By-laws and Declarations are the chief source of governing information that pertains to each unit owner and tenant. These documents are obtained at closing and are not part of this Handbook. Adherence to these policies in this handbook and in the governing documents combined with a spirit of consideration and willingness to work together will ensure the kind of community in which all residents are happy to live.

<u>Important Notice:</u> If you sell your unit, please pass this Handbook and the governing documents to the new Owner.

#### **Rules and Regulations**

This set of Rules and Regulations have been adopted as a guideline to enhance the enjoyment of the condominium way of life for owners, their families and guests.

These Rules and Regulations will be reviewed as required and appropriate amendments and/or changes will be made.

Any homeowner in violation of any Rules and Regulations is subject to a fine of up to \$150.00 per violation. These fines are collectable in court and create a Claim of Lien against the property. In addition, other fees, penalties, and/or deposits, including legal costs and fees, associated with these Rules and Regulations represent legal obligation of the homeowner.

# **Changes in Rules and Regulations:**

The Board of Directors may in accordance with the By-laws, alter, amend, revoke and/or add to the Rules and Regulations for preservation of safety and order in the condominium; for its care and cleanliness or for the protection of the reputation thereof. When notice of any such alteration, amendment, revocation or addition is given to any resident, it shall have the same force and effect as if originally made part of these Rules and Regulations.

#### **Board of Directors**

The Board of Directors has responsibilities as outlined in the By-Laws and Declarations, while the Management Company has responsibility of the day-to-day operation of Watermark.

The Board of Directors consists of five (5) member Board of homeowners. Board members are elected by homeowners for a one (1) or two (2) year term. The terms of the Board members are staggered over two years so that there is a continuation of Board members, as well as an annual opportunity to elect new Board members. General elections are held annually. Board vacancies are temporarily filled by appointments of the current Board.

The official meeting of the Board of Directors is open to attendance by any homeowner. Homeowners who wish to participate in the meeting, other than to comment or express opinions of actions of the Board, are asked to be placed on the agenda. Homeowners must notify Chairman or Presiding Officer of the Board or the Management Company of such intent no later than 48 hours prior to meeting. Due to time limitations we ask that homeowners limit presentations to about 3-4 minutes. Homeowners who are distractive or abusive to the business of the Board will, by consent of a majority of the Board in attendance, be requested to leave or remain quite.

#### **Insurance**

The Homeowners' Association maintains a fire and casualty insurance policy to cover the building and common area.

Claims: In case of an accident involving common area or buildings, notify the

Management Company or a member of the Board.

**Coverage:** The policy is maintained in the offices of the Management Company.

**Interior Insurance:** Each resident is responsible for ensuring that they carry personal insurance

that will provide coverage the master policy does not. Homeowners

should make sure that coverage for seepage and leakage from another unit

is included in personal policies.

Renters should have a policy for non-homeowners.

**Note:** *The policy required for personal coverage is an HO-6 for Homeowners.* 

#### **Insurance Maintenance**

- 1. The cleaning of the balconies/patios/porches and adjacent areas and the inside and outside of the windows facing the balconies/patios/porches is the responsibility of the Unit Owner. Other windows in the unit are the responsibility of the Unit Owner.
- 2. It is required that curtains, drapes, blinds, and other window treatments have either white or off white backing to ensure continuity of the exterior appearance of the building. This will preserve the beauty of our complex.
- 3. Maintenance and repair of the entrance door(s) and locks, windows and latches, and exterior doors and hardware to storage areas are the responsibility of the Unit Owner.
- 4. The Unit Owner shall be responsible and shall pay for any damages of water or waste from stoppage or breakage in the plumbing pipes, fixtures, or appliances as a result of misuse, neglect, or failure. The Unit Owner shall reimburse the Association on demand for the expense incurred due to water or waste damage needing the repair or replacement of the faulty equipment.
- 5. Changing of the filters in the air handling system shall be the responsibility of the Unit Owner. The Unit Owner is responsible for all maintenance of the unit's air handling system.
- 6. Unit Owners are responsible for any and all damage due to the use, misuse, neglect of fireplaces and disposal of hot ashes. Damage from improper storage of electrical heaters and firewood is the responsibility of the owner. KEROSENE HEATERS AND PROPANE TANKS ARE FORBIDDEN ON THE PROPERTY.
- 7. Unit Owners are responsible for the cleaning of their chimney. This should be done yearly before using the fireplace. The buildup in the chimney can cause fire. Any resulting damage of dirty fireplaces and chimneys will be the direct burden of the Unit Owner and tenant responsible.
- 8. All interior maintenance to walls, ceilings, floors and floor covering, appliance, fixtures, and electrical wiring is the responsibility of the Unit Owner, unless such damage is a direct of a roof leak or exterior water leak that the HOA is responsible for.

#### **Exterior Maintenance**

- 1. No exterior alterations are allowed without written permission from the Board of Directors. No attachments, awnings, enclosure of any type are allowed. Any unapproved alterations will be removed at the expense of the Owner.
- 2. No radio aerial, television antenna or other sending or receiving installations shall be installed on the exterior of the building or any other place on the property without prior written consent of the Board of Directors. The expectation is a satellite dish no larger than 16" in diameter placed within the limits of the occupant's balcony or patio.
- 3. No Unit Owner, his employees, agents or guests shall mark, paint, or drill or in any way deface any exterior walls, doors, shrubbery or grounds.
- 4. No signs, plaques or any other commercial or decorative signs may be installed inside or outside the unit.
- 5. All firewood must be stacked in the rear of the building on balconies or patios or inside storage areas and must be kept on metal or plastic racks six (6) inches from the floor and six (6) inches from the walls. Firewood can be a refuge for pests, insects, snakes, termites, wood rot, mold and mildew, all of which can be detrimental to the condominium structures and a nuisance to homeowners. If firewood is improperly stored or stacked, the owner will have three (3) days to remove or correct it. If the situation is not corrected after the third day, the Unit Owner will be charged a removal fee in addition to any and all fines imposed. Any damages caused by improper placement of wood shall be repaired at the Unit Owner's expense.
- 6. No materials, boxes, plastics, paper or wood, etc., which may harbor infestation by insects or pests, or collected and retain moisture, may be stored or placed around the exterior of the unit including porches, balconies, patios, sidewalks and driveways. Decorative planters must be kept a minimum of two (2) inches above wood or paved surfaces for proper drainage, and six (6) inches from exterior walls. Placement of wood or cellulose containing material (paper, cardboard, etc.) in direct contact with the ground is forbidden. There is a \$55 per week fine for improperly stored or placed items. Improperly stored or placed items are subject to removal three (3) days following notification of the Unit Owner, and the Unit Owner will be charged a removal fee in addition to any and all fines imposed. Any damage caused by improper placement of items shall be repaired at the Unit Owner's expense.

#### **Common Areas**

# **Description/Use**

The general common areas and facilities consist of the entire property other than the condominium units, including without limitation, the land on which the buildings are erected and all land surrounding the buildings, the foundation and structure members (including columns, grinder, beams, and supports), and all installations designed and intended for common use such as stairways, entrance areas, pool, tennis courts, parking lot, and clubhouse.

Each unit owner has the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or imposing upon the rights of other unit owners. The Board has the right to promulgate rules and regulations limiting the use of Common Area and Facilities to unit owners and their guests as well as provide for the special occasions, which exclusive use may be conditioned upon, among other things, payment of a fee. Any unit owner may delegate in accordance with the provisions of By-laws and reasonable rules and regulations of the Board, his right to use the Common Areas and Facilities to the immediate members of his family living in the unit, to a limited number of guests, or to tenant(s) who reside in his condominium unit.

*Limited Common Areas and Facilities* include all balconies, patios, and any designated on the plans as Limited Common Areas and Facility, or set by the Board of Directors as Limited Common Area for a unit.

Exclusive use of the Limited Common Area may be delegated by an Owner to the immediate members of his family, his guests, or tenant(s) who reside in his unit. Owners may place plants, furniture, or other similar items within the Limited Common Areas and Facilities subject to reasonable rules and regulation duly adopted by the Board. No Owner can build or construct any type of storage or workshop facility or other similar type of structure within the Limited Common Areas and Facilities unless prior approval is obtained by the Board of Directors.

#### **Restrictions**

- 1. **Residential.** Each of the units is restricted exclusively to residential use. One bedroom units are limited to occupancy by no more than two (2) full time residents, two bedroom units are limited to occupancy by no more than four (4) full time residents.
- **2. Business Activities.** No business activities can be conducted on any portion of the property. Private offices may be maintained in a unit so long as such use is incidental to primary residential use of the unit.
- 3. Alterations and Attachments by Unit Owner. No Unit Owner can make structural alterations or modifications to his unit or to any of the Common Area and Facilities or Limited Common Areas without written approval of the Board of Directors. The Board of Directors cannot approve any alterations, decorations, or modification which would jeopardize or impair the soundness, safety, or overall appearance of the Condominium Property.
- 4. Prohibitions in Use of Common Areas and Facilities. Except on specific approval of the Board, the Common Areas and Facilities, including Limited Common Areas, cannot be used for temporary or permanent storage of supplies, personal property, trash or refuse of any kind, except in common trash receptacles placed at the discretion of the Board, nor can they be used in any way for drying, or airing of clothes, rugs, or other fabrics. Entrances, sidewalks, yards, driveways, parking areas and stairways cannot be obstructed in any way (bicycles, toys, planters, etc.) for safety and insurance liability reasons. In general, no activities can be carried on nor conditions maintained by the Unit Owner/Renter either in his unit or upon Common Areas and Facilities, if such activities/conditions should despoil or ten to despoil the appearance of the Condominium Property.
- 5. Leasing of Units. With exception of a lender in passion of a condominium unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner is permitted to lease his unit for transient or hotel purposes. No Unit Owner may lease less than the entire unit. Any lease agreement shall be in writing and shall provide that the terms shall be subject in all respects to the provisions of the Declarations and By-laws and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease.
- **6. Animals.** No animal can be kept on the Condominium Property, except for small household pets (15" at the shoulders and no more than 25 lbs). Such pets may not be kept or bred for any commercial purposes and must have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions, other nuisance. No savage or dangerous animal can be kept or permitted on the Condominium Property.

#### **Outdoor Grills**

Summer fun often includes cooking and eating outdoors with family and friends. Residents of apartments and condominiums who want to share in this favorite pastime must take special precautions. Using most barbecue grills on balconies and patios is unsafe and against the law.

Charlotte Fire Prevention Code and City Ordinance NO. 2750 adopted by City Council on November 14, 1989, prohibits the use of an open flame cooking appliance, including grills, on outside balconies/ patios or within ten (10) feet of any combustible portion (such as wood siding) of any multi-family dwelling apartment house, townhome, or condominium unit. The ordinance applies to charcoal grills, LP-gas grills, natural gas grills, hibachis, smokers or any appliance which uses an open flame to cook. These restrictions are enforced for two (2) reasons: thereis always the danger of fire getting out-of-control and spreading rapidly to living areas, and the smoke given off by these devices can be harmful-even fatal. Lethal smoke could be building in your neighbor's unit without your knowing it.

The only cooking device permitted to be used on a balcony – patio of a multi-family dwelling is one which uses electricity as a power source and has been designated as safe by testing laboratory. The device must also be designed or approved for the use of lave rocks or permanent briquettes only.

Electric cords should be placed where they will not be subject to physical damage. If an extension cord is used, it should be three-wire grounded and of the proper size to carry the amperage or wattage of the electric grill.

**VIOLATORS** of this ordinance are subject to punishment by imprisonment not to exceed thirty (30) days or fines not more than \$500.00. Each day that the violation continues after a service of notification is deemed a separate offense.

So when you get the urge to enjoy a freshly grilled steak, remember to follow these guidelines for **safe and legal outdoor cooking.** 

#### **Grilling Safety Tips**

- Never use charcoal lighter fluid on a burning fire.
- Leave grill hood open until ignition occurs with lighting gas grills.
- Do not grill near combustible materials such as pine needles and wood siding.
- Keep fire extinguisher or charged garden hose accessible.
- Discard hot coals in metal container after use.
- Always shut off valve to propane tanks when not in use.
- Always follow manufacturer's recommendations.
- There are additional safety brochures available from the Charlotte Fire Department

#### **Frozen Water Pipes**

Prolonged outside temperatures below 20 degrees F, can result in frozen pipes if precautions are not taken by the Homeowner. <u>These precautions include:</u>

- 1. Maintaining the heat in the unit at 65 degrees F and higher at all times. Insurance policies will not cover damage from frozen pipes if the heat has been turned off in the residence. PLEASE DO NOT TURN OFF YOUR HEAT!!! *It could result in personal liability*.
- 2. Running water in all inside faucets on occasions to prevent standing water from freezing.
- 3. Informing neighbors when you will be out of town during cold weather months and leaving a key with neighbors so they can periodically check your pipes.
- 4. If the unit will be vacant during cold months, turn off the water supply and drain pipes by opening all faucets in the kitchen and bath.
- 5. Check all outside faucets to determine that these pipes are not freezing.
- 6. Notify Management Company if you feel a unit is subject to frozen pipes and should be checked.

# **Pest Control**

Pest Control in and around the unit is the responsibility of the Unit Owners. Such pests include but are not limited to: ants, cockroaches, crickets, centipedes, "rolly" bugs, bees and wasps, fleas, spiders, silverfish, waterbugs, mice, slugs, lizards, small snakes, and other insects and small rodents.

# Extermination contracts are the responsibility of the Homeowner.

Please notify the Management Company of extensive pest infestations and/or potentially hazardous situations (e.g. rats, hornets' nest, poisonous snakes, etc.) For large animals (e.g. raccoons, skunks, muskrats, snapping turtles, dogs, etc.) which pose eminent danger, call Animal Control....336-3786.

#### **Termites**

The Homeowner Association has a termite control bond with National Pest Control. If you have any questions, please contact Management Company.

The Board and Management Company will take such actions as deemed appropriate on behalf of the community for termite control to minimize damage and units affected. Building perimeter, structural and exterior damage outside the unit boundaries are typically the responsibility of the Association, however, the Board and Management Company will evaluate on a case basis for the incidence of negligence and/or homeowner responsibility.

Termites and their damage associates with improper storage of wood and cellulous materials or other items shall be the liability of the Unit Owner. The liability would include all costs incurred including possible fines, and legal costs.

#### **Garbage Disposal**

All garbage is to be placed in dumpsters provided.

- No articles larger than household garbage can be placed in the dumpster. All garbage must be placed into dumpster. DO NOT throw trash from your car. DO NOT place garbage or trash on the ground. All garbage and/or trash spilled in the area of the dumpster must be cleaned up and placed in the dumpster.
   VIOLATORS are subject to a fine for littering and will be charged for cleanup of debris.
- No furniture, mattresses, carpets, appliances, etc. are allowed to be placed in the dumpster. For such items to be removed from the property, please contact City-County Garbage, Recyclables & Yard Waste......336-2673.
- Anyone depositing anything other than household trash/garbage will be charged for the removal of these articles from the dumpster and proper removal to a disposal site and will be subject to a fine. The Collector will not empty the container if anything other than household garbage/trash is seen or gets lodged in the dumpster.
- The dumpsters are emptied on a biweekly basis.
- Garbage cannot be placed-stored-left outside of units under any circumstances. VIOLATORS will be fined.
- Recyclable items such as newspapers, magazines, aluminum cans, glass, plastic, cardboard, and used motor oil, anti-freeze and paint should be taken to the Charlotte Recycling Center on Pence Road or call.......336-6087.
- Large items such as furniture, mattresses, or appliances may be taken to the recycle center or donated to Good Will or other charitable organizations.

  Donations of used clothing or other household items are an alternative to disposal.

Fines for violation of Garbage Disposal rules and regulations will be assessed on a case-by-case basis, but will not be less than \$25.00, but no than \$150.00 for each offense.

# **Parking and Automobile Regulations**

The Management Company has been given the authority to tow, at owner's expense, cars or other vehicles improperly parked. Repeat offenders of Parking Rules and Regulations will be subject to a fine of \$100.00 for each offense.

- 1. The Property contains assigned parking spaces to accommodate one automobile for each condominium unit.
- 2. Park all motorcycles in a marked space using appropriate kickstand asphalt protectors. Motorcycles parked on the sidewalk or lawn will be removed by the wrecker service.
- 3. Repair and maintenance of vehicles, with the exception of washing and waxing of vehicles is prohibited on the property.
- 4. All vehicles must be currently licensed and currently inspected,
- 5. Boat, trailers, RV's or large trucks may not be parked overnight within the community.
- 6. Vehicles parked on the grass, in fire lanes or otherwise in violation of these policies will be towed at the owner's expense.
- 7. The noise level of all motor vehicles driving through Watermark must be at a level that does not disturb other residents. This is applicable to residents and their visitors and includes stereo systems and loud mufflers etc.

If your vehicle is towed, please contact the Management Company.

Please use common courtesy and caution when driving in, out, and through Watermark. It is very difficult to see vehicles backing out of certain parking areas. Also remember children playing in the complex.

Drive on the proper side of the street. There have been particularly close calls due to high speeds and lack of visibility around shrubs and curves. Community <u>speed limit is 15 mph.</u>

# **Disturbing Noises and Nuisances**

- 1. No Unit Owner shall make or permit any disturbing noises in the building by self, family, servants, employees, agents, visitors, tenants and licensee, or to permit by such person(s) anything that will interfere with the rights, comforts, or convenience of other unit owners.
- 2. No obnoxious, offensive, or illegal activities shall be carried out upon common areas or limited common areas, parking areas or within any unit, nor shall anything be done thereon which may be an annoyance or nuisance to other residents.
- 3. Televisions, stereos, etc., are to be kept at reasonable volume levels at all times. Noise heard outside the unit is prohibited. Mecklenburg County Noise Ordinance prohibits noise from 10 pm to 6 am.
- 4. After three (3) disturbances in which police reports were filed the resident will be in violation of the Homeowners Association regulations and subject to fines and/or lease termination.

Offenders will be given verbal/written notifications of creating a disturbance. Repeat or serious offenders are subject to fines of not less than \$50.00 but no more than \$150.00 for each offense.

# **Pets**

- 1. Pets are NOT allowed to run free at any time!! Pets must be leashed and attended to at all times while outside the unit. Pets cannot be tethered outside. VIOLATORS will be fined \$100.00 per occurrence. After the third (3<sup>rd</sup>) offense the owner will be required to remove the pet permanently.
- 2. Only dogs, cats, fish, lizards, and birds are allowed to be kept as pets. NO horses, livestock, wild animals or undomesticated animals are allowed on the Watermark property, inside or outside a unit. **Pets must be no longer than 15" at the shoulders and 25 lbs.**
- 3. Disposal of cat litter, fish tank gravel, bird cage mulch, or other such pet waste and debris shall be placed in an appropriate container and put in the dumpster. There is a \$75.00 fine for dumping or disposal of these pet wastes in Common Areas and Facilities.
- 4. Pet waste can be very unpleasant and damage or kill plants and trees. The Association has designated specific areas in front of tennis courts and in the rear of the property near the field where pets **MUST** be walked for elimination purposes. If your pet has an accident, use a "pooper scooper" to remove waste from landscape.
- 5. Any pet causing personal injury or property damage of any kind must be removed from the property immediately. Pets allowed to roam free are a nuisance and will be removed by the Animal Control authorities under the City Leash Laws.
- 6. These rules apply to visiting pets.
- 7. No animals are allowed in the pool areas. This is an ordinance set forth by the North Carolina Health Department.
- 8. Pet owners are responsible for knowledge and compliance with Animal Control Laws including licensing of dogs and cats.

# **Recreational Facilities**

Watermark contains for the enjoyment of its owner's: a pool, clubhouse, pond area and tennis courts. Please do not extend open invitations to guest to use our facilities.

Clubhouse and indoor facilities: are available not available at this time.

**Tennis Courts:** Are provided for residents and guests. The courts are to be used for playing tennis only! Skateboards, bicycles, and similar times are NOT allowed on the courts.

**Pool:** Hours of operation are 8:00 am -9:00 pm Sunday through Saturday. There are no lifeguards on duty therefore swimming is at your own risk. Residents are allowed four (4) guests to attend the pool. Children 13 and under must be accompanied by an adult (18 years or older).

Pool Rules: are posted and must be observed by residents and guests.

Adults should not swim alone. Use the "Buddy system"!

# **Pool Rules**

- 1. All residents must have a key to enter the pool and wear their wristbands them at all times. The door should not be opened for anyone without a key.
- 2. NO children 13 and under should be in the pool without a parent or guardian's (someone 18 or older) supervision.
- 3. NO glass of any kind is permitted in the pool area. If glass is found in the pool, it must be drained and cleaned at considerable expense and the Health Department may close for the entire season.
- 4. NO running, pushing, wrestling, dunking, or other horseplay.
- 5. Please limit the number of guests you invite to four (4). Any large groups wishing to use the pool must first receive the Board's approval.
- 6. Proper, decent bathing attire is required for any one swimming in the pool. Cut-off jeans may not be worn in the water. No street clothes or cut offs please.
- 7. DO NOT litter!! Trash cans are provided for all garbage. Please do not put cigarette butts on the cement or in the shrubbery areas. Bring an ashtray with you.
- 8. Radio volumes are to be kept low so as not to disturb anyone... head phones are suggested.
- 9. NO ONE is allowed in the pool in an intoxicated condition!
- 10. Absolutely no playing with the pool equipment.
- 11. Pool hours are from 8:00 am to 9:00 pm Sunday through Saturday.
- 12. NO pets are allowed-PERIOD! Again, the Health Department may close the pool for the entire season.
- 13. Skateboards, bicycles, or similar items are NOT allowed inside the pool facilities.
- 14. NO lifeguard is on duty at any time. USE THE POOL AT YOUR OWN RISK!

# **Tenants/Leasing of Units**

- 1. No unit shall be leased for a period of less than six (6) months. No transient or hotel type leases are allowed.
- 2. No Unit Owner may lease less than the entire unit.
- 3. It is the responsibility of the owner of the unit to provide their tenant(s) with the Rules and Regulations of the Association.
- 4. Tenant(s) are to abide by the same Rules and Regulations as the homeowners. All leases must be subject to all documents governing Watermark.
- 5. Owners are responsible for any damage caused by their tenant(s).
- 6. Owners MUST inform the Management Company who their tenant(s) are each time the unit is leased or rented.
- 7. Owners forfeit their use of the facilities at Watermark to their tenant(s) when they rent their unit.
- 8. Tenant(s) will NOT be allowed to use the amenities if homeowner dues are not kept current by the owner.
- 9. Tenant(s) may attend OPEN Association Meetings, but may NOT vote, or voice comment or opinion on pending business before the Association.
- 10. Tenant(s) may NOT attend any meeting of the board of Directors, except as so requested or stipulated by the Board.
- 11. Owners must provide a copy of the Handbook to new tenants before occupancy so the tenant will be informed of the rules and regulations of our community.