

McPherson Green Condominiums

Rules and Regulations

August 10, 2023

These Rules and Regulations will be in effect on the date above. The HOA Board has the authority to establish R&R for the community and to make any additions, deletions, or amendments to it during any Board Meeting. All residents are subject to the R&R of the community.

1. A 15 M.P.H. speed limit within McPherson Green Condominiums shall be adhered to by residents and guests.
2. No boats, trailers, homemade trailers, jet skis, mobile homes, or commercial vehicles shall be permitted at the condominium. A vehicle that cannot operate on its own power on city streets shall not be permitted at the condominium, and all such vehicles shall be subject to towing. Notice of violation will be posted on violating vehicles, with a seven-day notice for owners to move the vehicle prior to towing. Vehicles may be washed only at water points. Vehicular repair at the condominium is prohibited except for flat tires, service vehicle for jump, and other immediate emergency repairs. Only vehicles used on a regular basis shall be parked in front of individual units, except for loading and unloading purposes, limited to maximum 15 minutes. Further exceptions being the initial moving in and final move out of renters or homeowners. Vehicle registration must be up to date, with a 45-day grace period after which grace period the violating vehicles will be subject to towing. Fuel and/or oil leaks will not be permitted as petroleum products destroy asphalt surfaces. If leaks occur and damage is sustained, owners of vehicle may be liable for repairs to the parking lot area.
3. Vehicles shall not be allowed in unpaved areas. Parked vehicles shall not block ingress or egress of other vehicles. Any vehicles blocking fire-hydrants or garbage dumpsters shall be towed immediately without notice. A maximum limit of two cars per unit may be parked in designated parking areas at any one time. Cars on blocks, junk cars and disabled vehicles are prohibited, and any such vehicles are subject to immediate towing. Specific parking places shall not be assigned. Allowance for social events will be recognized if a vehicle has McPherson Green Condominiums parking pass properly displayed.

Vehicles must be parked in one space per vehicle. Vehicles parked outside of designated lines of parking spaces will be subject to towing at the expense of the owner and/or fines.

4. Motorcycles and motorbikes may be used for ingress and egress only. No automobiles, motorcycles or motorbikes without fully operational mufflers shall be operated on the premises at any time. Motorized vehicles can be parked only in designated vehicular parking area. Vehicles shall not be parked on patios, lawns, or other areas not designated as parking areas for vehicles.

5. The sidewalks, entrances, roadways and similar areas of the common elements shall not be obstructed or used for any purpose other than for ingress or egress to the Condominium Residents shall not place any cars, bicycles, motorcycles, carriages, toys, chairs, barbecue grills, tables, firewood or any other similar objects on the sidewalks, entrances, roadways and similar areas of the common elements. Any such items unattended are subject to immediate removal and disposition. The Board of Directors and management assume no responsibility for such items.

6. The personal property of residents must be stored in their respective units. Yard ornaments such as wagon wheels and plastic, concrete or ceramic figurines must be located inside the patio. Exceptions to this rule may include small chairs, small tables, decorative signs always to be limited to the area near the railing and banister to not impede traffic areas or the ingress or egress from first responders. Backyard decorations may be permitted, under 24 inches. Any decorative lights at the front of the buildings are to be white in color, except during the Christmas season. All holidays' decorations must be removed within 2 weeks of the passing of that holiday.

7. No skateboards, bikes, tricycles, scooters, or any wheeled vehicles of any kind are allowed on the sidewalks, breezeways, or on McPherson Green landscaping. Ramps and jumps shall not be constructed, erected, or placed anywhere on McPherson Green property, to include roadways, grass, and natural areas. Exceptions to these rules being change of life and medical necessity and/or as per ADA, fair housing, and city provisions. Accommodation for ramps may include a grassed area. Handicap ramps must satisfy state and federal laws in combination with the approval of the board. All approved handicap ramps must be removed at the sale of the unit, all costs must be assumed by the owner, to include landscaping to be returned to uniform community standard.

8. All refuse, waste, bottles, cans and garbage shall be securely contained in plastic bags and stored in

trash containers in designated areas of the Condominium. No trash is to be left overnight in breezeways or patios at any time. All dumpster lids and doors must be kept closed. Boxes must be broken down for placement in the dumpsters and are not to be left beside or on top of the dumpsters. Residents are responsible for removal of mattresses, appliances, and all similar items. Boxes, chemicals, and trash items too large to dispose of in the dumpster are the responsibility of the resident/homeowner. If the dumpster is full DO NOT leave trash on the ground.

9. To maintain a uniform and pleasing appearance of the exterior of the buildings, no awnings, canopies, shutters, screens, glass enclosures or projections shall be attached to the outside walls, doors, windows, roofs, or other part of the buildings or placed on the common area. Additionally, clothes lines are prohibited, and residents shall not place clothes lines, other objects over the railing for drying for an extended period. In lieu of a screened porch, curtains may be permitted. These curtains must be created and suitable for outdoor use, limited to solid coloring and neutral tones. Modifications which have already been made to units are hereby deemed to have been approved, and it is the responsibility of the homeowner to maintain their units in good and working repair. Any temporary structures that are resultant of unrepaired systems, deviate from original system function, and/or items created and/or intended for temporary use will not be considered approved modifications. This includes, but is not limited to, AC window units (refer to Rules and Regulations #35 for limitations of temporary relief allowances and timelines of such systems/items). Any future modifications must be approved by the board and held to specifications approved by the board. These specifications include but not limited to gardening, in which instance residents must submit plant planning specifications to be approved by the board, prior to action regarding the same.

10. Patios are limited common areas, which retain exclusive unit use. No resident shall allow anything to fall from the window, balcony, or doors of the premises. Residents shall not sweep onto the balcony or throw any liquid on the balcony floor. Residents shall be courteous to the residents and personal property below them.

11. No resident shall place aluminum foil, plastic or any reflective substance in any window, glass or door except those objects approved by the Board of Directors of energy conservation process.

12. Interior window and/or blinds visible to the exterior must be white or off white, and if lined or under

draped where visible to the exterior, must be lined or under draped in white or off white.

13. Current doors are allowed. All future repair and/or replacement must meet guidelines set forward by the HOA Board. Screen and glass exterior doors are both permitted, with the framing colors to be uniform in selection and decided by the board of directors.

14. No resident, family members, guests, or invitees shall make or permit any disturbing noises in the building or the common area. Community quiet hours shall be in effect from 10PM to 8AM. Residents shall not engage in or permit any conduct by family members, guests or invitees that will interfere with the rights, comforts or conveniences of other residents. Residents shall not play or be permitted to play any musical instrument, phonograph, television, radio, sound amplifier or other sound equipment in any unit in such a manner as to disturb or annoy other residents. No resident shall conduct a permit to be conducted, vocal or instrumental instruction to practice at any time which disturbs other residents.

15. No radio, television, or other electronic installation may be placed in any unit which interferes with the television or radio reception of another unit.

16. Exterior antennae or satellite or satellite dishes' size, color, and location must be approved by the board of directors prior to installation. Owners will be responsible for the installation, removal and in the case of damage, restoration costs resulting from the installation of the same. Owners will be responsible for removal and required to remove all such items prior to moving from and/or selling the property.

17. No tent or other temporary structure shall be erected on common areas unless approved by the board of directors

18. There shall be no solicitation by any person anywhere in the Condominium for any cause, charity or any purpose unless specifically authorized by the board of directors.

19. No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the condominium unit or association property by any resident without written permission from the board of directors except sale and lease signs in a window. Sale or lease signs shall not be affixed to the exterior of any building.

20. Residents are not permitted on the roofs for any purpose, except as otherwise permitted by the board of directors.

21. The maintenance, keeping, boarding and/or raising (breeding) of animals, livestock, or poultry, is prohibited in the common area.

22. Each condo will be allowed to maintain two orderly domestic pets. It is expected that all pets are to be inoculated in accordance with legal requirements. All pet owners must maintain insurance specific to dog breeds that the insurance industry considers a hazardous breed and must be submitted to property management. Pet owners must hold renters/homeowner's insurance with liability coverage of one million dollars, minimum. It is recommended that all renters/homeowners have a form of renter/homeowners insurance. All pets, to include cats must be kept on a leash under the control of a person capable of restraint and control of the same when outside the unit. Pet owners must keep their pets in control always. The NC State and Cumberland County Animal Control Regulation (C-C-C-3-29 Leash Law) will be strictly adhered to. All occupants are encouraged to call animal control to enforce this law. All solid matter left by the pet at any place on the premises must be "picked up" immediately to prevent unsightly nuisance, unpleasant odors, and sanitation problems. Animals deemed dangerous and/or recurring nuisance will be recommended for removal from the property. All pets must be registered with property management. Fines will be given to those who do not comply with these rules. After the third infraction the management company will schedule a meeting to work out a resolution with the unit owner/resident or representative. The pet may be recommended for removal if compliance with these rules are not met. The board of directors has final approval for any unexpected issues, concerns, or special circumstances which may arise. No pets shall be left on patios or balconies while residents are not home, and no pets shall be left on any restraining device on McPherson Green landscaping. No pet is to be left on the porch/patio at night. A "pooper-scooper" must be always in possession of the pet owner while walking their pet(s). Pets must be maintained in the pet owner's unit. Pets are prohibited from entering other units without invitation of the unit's owner. This includes the patio area in the rear of the unit.

23. No noxious or unusual odors (including pet odors, tobacco use, incense or any other olfactory emissions) shall be generated in such quantities that they permeate to other units or the common area and become annoyances or become obnoxious to other residents. Normal cooking odors, reasonably generated, shall not be deemed a violation of this regulation.

24. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or

on the common area, except of those normally used in small barbecues.

25. Outdoor cooking shall not be done within 10 feet of buildings, fences, wooded areas, or any combustible materials. No grills can be used on patios or decks.

26. No resident shall direct, supervise, or in any manner attempt to assert any control over the employees or contractors of the association.

27. Residents shall be liable for all damages to the buildings caused by receiving deliveries, moving removing furniture, or other articles to or from buildings.

28. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium. Children are not to color, chalk, or put any other type of graphite on any area of the common areas include sidewalks, buildings, and parking lot. Full compliance with these rules and Regulations and all other rules and regulations of the association shall be required of such children.

29. Homeowners shall be held responsible for the actions of any tenants residing on their property. Homeowners shall inform tenants of the rules, regulations and changes made by letter from time to time.

30. Every resident shall comply with the rules and regulations as set forth in this handbook, and any rules and regulations that may be adopted or amended from time to time. Failure of a resident to comply shall be grounds for action that may include, without limitation, an action to recover sums due for damages, injunctions, or any combination thereof.

32. If a resident is in violation, a letter to correct the violation will be sent to notify the resident and/or owner. The violation scheduling shall allow for two weeks to correct the violation, incurring no fee. Should a violation continue beyond the allotted two-week grace period, notice will be given followed by a \$50.00 fee for the next seven days, before the next fee period of then three days with \$100.00 fee, to final fee period of \$150.00 fee per day, until the violation is resolved.

33. Violations may not be submitted by residents who are in current violation or arrears. Emergency repair requests and maintenance requests must be submitted to property management, regardless of violation or arrears status. Violations must only be made with substantiating evidence and may not be

made in a harassing manner.

34. Understanding the need to balance both security and privacy as approved by the board, cameras will be permitted. Approved examples include but are not limited to; ring doorbells, parking lot cameras, and cameras facing the front entrance of the complex. Mounting motion activated lights will be permitted by owners, if approved by the board. No devices shall be pointed directly at another person's unit, with doorbell cameras being the only exception. Cameras must be approved by the board of directors prior to installation, and owners will be responsible for the cost of removal and repairs resultant of the removal of cameras.

35. All owners shall be responsible for the replacement of heating and AC unit equipment and shall be kept up to original standards. The use of alternative sources such as AC window units, in conjunction with repair completion, is not to exceed 30 days.

<i>HOA Responsibility</i>	<i>Homeowner Responsibility</i>
Structure of building	Windows
Outside structures	Doors
Lawn	HVAC
Sidewalks	Electrical wiring inside units
Parking Lot	Back Deck
Outside Lighting	Water pipes & lines to unit