

# **Deerfield Townhomes Homeowners Association, Inc.**

## **Homeowner's Handbook**

This handbook is intended to be a reference guide that each homeowner should keep in a convenient location. Please give this document to any future owner.

This document and its contents are provided for guidance of the Homeowners Association and consideration of the homeowners and management companies as may be retained by the Association. It is NOT, in any way, intended to supplant or set precedent beyond the Declaration of Covenants, the Articles of Incorporation and the Bylaws as recorded in the Guilford County Courthouse.

This handbook was approved by the Board of Directors of Deerfield Homeowners Association.

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## **Welcome to Deerfield**

We hope this handbook will help our homeowners and residents better understand living in this community. There are 35 town homes here, placed in close proximity to one another. Part of living in a planned community is abiding by the rules. The purpose of the rules and regulations is to insure everyone's safety, and to promote the enjoyment and proper maintenance of the community, and to protect and enhance the value of each owner's investment. Consideration for neighbors, cooperation and good, old-fashioned manners are essential if we are all to enjoy our community.

All homeowners and residents must understand that the Covenants & Bylaws of the Association, as well as this Handbook from the Board of Directors, place certain restrictions on making changes to the exterior of our homes and on use of the Common Area. These restrictions are necessary to maintain the good appearance, property values and pleasant lifestyle within our community at a minimum cost and concern to the homeowners.

Use of each unit is restricted to residential dwellings. Commercial enterprises are not permitted.

All unit owners who are absent from their unit for more than 2 weeks at a time must provide the **Management Agent** with an alternate address and phone number for emergency responses.

### **Managing Agent**

Deerfield is managed by Lambeth Management and Realty. The contact person is Scott Lambeth. Feel free to contact his office at 288-4944 between the hours of 10:00 AM and 4:00 PM, Monday through Friday for routine requests. After hours emergency calls will be handled through an answering service using these same numbers.

Your Managing Agent, who is hired by and reports to the Board of Directors, supervises day-to-day operations. The Managing Agent is responsible for supervising exterior repairs, sidewalk maintenance, landscape maintenance, snow removal and other routine maintenance of common areas. When you feel your home or the Association grounds need exterior repair or maintenance, you should fill out and submit an action form. The Managing Agent has the authority to make the repairs in many cases or will refer you to an outside company if the responsibility is the homeowner's.

Emergency repairs will be made as soon as practical. However, in less pressing cases, the Managing Agent will note your concerns but will probably plan for the work to be done later based on Association-wide schedules set by the Board of Directors. If the Managing Agent feels your problem needs quicker attention, he / she will bring your maintenance concerns to the Board meetings for discussion and decision-making.

## **Board of Directors**

The Association is governed by a five (5) member Board of Directors elected by the homeowners. Directors serve two-year terms, staggered to achieve continuity. At least two directors are elected each year from the candidates nominated. Any member, in good standing, of the Association whose dues are fully paid is welcome to be nominated to be elected to the Board.

The Board elects the following officers from its members: President, Vice President, Secretary and Treasurer. Other Directors have committee responsibilities.

Directors are your neighbors, volunteering their time, energy, or expertise to maintain and improve our neighborhood. They deal with exterior and Common Area concerns, not concerns within the walls of your homes. Directors are advised by our attorney not to get involved with personal, family, or neighbor issues. Individual homeowners must deal with their own personal, family, or neighbor issues just as they would in a neighborhood of single-family homes.

## **Annual Meetings**

An Annual Meeting is held in March of each year, at which time a summary of the year's activities is given to the homeowners. Members of the Board of Directors for the coming year are elected at the Annual Meeting. All homeowners are encouraged to attend and to vote. A written notification of the meeting location, date and time is sent to each homeowner, by U.S. mail at least thirty (30) days in advance of the meeting. Also included will be information concerning any other business to be conducted and a proxy to be returned if you cannot attend.

## **Board Meetings**

The Board of Directors meets with the Association manager to conduct the affairs of the Association. If you have questions / requests / concerns that you would like to present to the Board, please fill out and submit an action request form. If you wish to personally present an issue at a Board meeting, contact the Association Manager or the Board President with a written request to be placed on the agenda.

Open meetings for the community may be held periodically. Homeowners will be notified in advance of these meetings.

## **Architectural Control**

To make any change whatsoever to the exterior of your home, such change must be requested in writing through the Management Agent, and you **must receive written approval** by the Board of Directors and the Architectural Control committee **prior to** making the changes.

This requirement helps to maintain some sense of architectural consistency and structural integrity. The homeowner must present the request in writing, along with a drawing and pictures of the proposed change and should **allow thirty (30) days** for the Association's response.

Items such as storm doors, fences and satellite dishes may only be installed with written approval from the Board of Directors and the Architectural Control Committee. The location of a satellite dish must be approved by the Architectural Control Committee prior to installation. Requests must be submitted on the appropriate forms, which are included as attachments to this document.

**All additions and alterations are subject to final inspection and approval by the Association Board of Directors or Architectural Control Committee.**

## **Insurance**

The Association is a townhome community. The Association owns and maintains insurance on the common areas ONLY. In addition to the property coverage on any structures, the Association also maintains liability and D&O coverage.

**Homeowners own their home and should maintain insurance coverage on their unit and personal property by obtaining an HO-3 policy. Homeowners should contact their insurance agent to be sure that they have proper coverage.**

## **Association Dues and Fees**

The fiscal year of the Association is the same as the calendar year. Association dues are based on the operating needs of the Association and an assessment of the funds needed for capital reserves. A proposed budget is prepared in the fall of each year and Association Dues are set to cover anticipated operating expenses and capital reserves for long term major expenses such as painting, paving, roofing, major landscaping, grounds improvement, and damage, etc.

## **Payment of Dues**

Dues are payable on the first day of each month and may be prepaid. Automatic draft of dues from your checking account is available by contacting the Managing Agent to complete the necessary paperwork. Coupon books are provided for those choosing not to use the bank draft method of payment. Check amounts must match the total of the coupons enclosed with the payment.

For accounts that are past due, reminder notices are sent on the 16<sup>th</sup> of each month (or the next business day thereafter). All association fees, interest, and legal fees involved in the collection of late payments are the responsibility of the delinquent homeowner. The Association retains an attorney for collection of accounts that are more than 60 days past due. All collection fees are assessed to the Homeowner's account. Delinquency can result in loss of all Association privileges and can lead to the eventual foreclosure of the property. After the last day of the month, a \$20.00 fee will be assessed.

result in loss of all Association privileges and can lead to the eventual foreclosure of the property. After the last day of the month, a \$20.00 fee will be assessed.

Association dues are reviewed annually as part of the budget process. If an increase is necessary, homeowners will be notified 30 days in advance of the first payment due date.

## **Common Area Maintenance**

The Association is responsible for the lawns, trees, water lines, sewer lines, and other services on the common Area. If you have concerns about the grass, trees, shrubs, mowing, pruning, weeding, or snow removal on the Common Areas, please contact the Management Agent.

## **Residential Landscaping**

The Association is responsible for all shrubbery and provides year round weeding and yearly distribution of pine needles in the bedded areas, as well as pruning on a predetermined schedule. Please contact the Managing Agent to discuss any landscaping issues.

You may plant flowers in the front and rear (if applicable) beds of your lot. You must obtain written permission from the Association before you make any substantial change to be sure it does not interfere with normal lawn maintenance. The homeowner is responsible for maintaining such areas.

Nothing can be planted in the Common Area without prior written approval from the Board of Directors and the Architectural Control Committee. Plantings in the Common Area become the property of the Association.

If you receive written approval from the Board of Directors and the Architectural Control Committee and install a fence, maintenance of the area inside the fence becomes the responsibility of the homeowner rather than of the lawn maintenance company.

## **Garbage Removal & Recycle Service**

Dumpster service is provided by the City of High Point on Mondays and Republic Waste every Friday. Please do not place items outside the dumpster. Dumpster service is for Deerfield Townhomes Homeowners Association only.

Recycle service is provided every Wednesday. Recycle containers should be placed at curb side. Recycle containers should be clearly identified as "Recycle" and should contain only normal recycle items such as glass bottles & containers, plastic bottles & containers, metal cans & containers, cardboard, newspapers, etc. All recycle containers are to be placed at curb side no earlier than the evening prior to pick up, and returned to your garage no later than the evening of the pick up day.

No recycle receptacles are to be stored in your driveway or in front of your home

## **Pets**

Pets are welcome at Deerfield, however, pet owners are responsible for their pets. Pet owners are required to immediately clean up after their pets, regardless of the location.

Pets are not allowed to be loose in Deerfield as defined in Guilford County's leash laws as well as the Deerfield Covenants. While outside, pets are required to be on a leash and under the owner's control.

Chained animals must be restricted to the owner's premises. Chaining of animals on Common Areas is not permitted.

Any homeowner at Deerfield has the right to request Animal Control services from Guilford County by calling 641-5990.

## **Parking**

Each home is entitled to parking spaces consisting of the attached garage and driveway. On-street parking is not permitted overnight. Parking on the grass is prohibited at all times. If an improperly parked vehicle or other situation interferes with your personal parking, it should be reported to the Managing Agent.

Vehicles that interfere with emergency access, or which block access to fire hydrants or mailboxes will be towed immediately.

Trailers, motor homes, campers, boats, jet skis, ATVs, large trucks, oversized commercial or construction vehicles and unlicensed or inoperable motor vehicles are not to be parked or stored outdoors within the community. All vehicles must display current, valid registration and inspection decals.

Repeat violators of the parking policy, those continuing to park improperly, as well as vehicles that do not display current registration and inspection stickers, are inoperable or otherwise appear to be abandoned are subject to towing.

**All towing is at the owner's expense.**

## **Personal Property**

Personal property (such as bicycles, toys, grills, etc.) may not be left or stored on the common area. It may prove dangerous to others, slow our grounds maintenance efforts, or be considered unattractive by neighbors. If personal property is left in the common area, it will be removed by the Association and the homeowner will be billed for that cost.

## **Please Watch Your Speed**

Posted speed limit is 25 miles per hour throughout the community, but congestion and weather conditions as well as the presence of children and pedestrians frequently dictate

that a lower speed is appropriate. Please be considerate and keep the safety of all residents and guests in mind.

## **Children**

We welcome children of all ages. We urge you to talk frequently with your family about the responsibilities we all share while living as a community. Please help children understand that in a community such as this, a healthy respect for neighbors and their property is essential. Children's toys and play equipment should be kept inside when not in use. If left out, these may be removed by the Association as they impede mowing and maintenance, and could increase the risk of injury.

## **Mailboxes**

Mailboxes are a part of the common area. Any problems regarding stability or use (maintenance) by the homeowner or the U.S. Post Office should be reported to the Managing Agent for repair. Timely reporting of any problem is the responsibility of individual homeowners.

## **Pest Control**

The Association has made arrangements with a pest control and termite protection provider. Termite protection is on-going with annual inspections and appropriate treatment(s) determined by the service provider. Termite protection includes termite elimination and repair of any resultant termite damage. The cost of pest control and termite protection is accepted as a homeowner responsibility, and the cost of these services is billed annually to each homeowner.

All interior pest problems are the responsibility of the homeowner. Contact telephone numbers for the pest control provider can be obtained through the Managing Agent's office.

As an additional note, the Association has chosen to use pine needles in the bed areas adjacent to the buildings, as some incidence of termites have been caused by using mulch that may come in contact with outside wood surfaces.

## **Excessive Noise**

Every homeowner has the right to quiet enjoyment of his or her property. Unreasonable noises or actions (i.e. loud music, barking dogs, wind chimes, etc.) or any other nuisance or illegal activity will not be permitted.

## **Signs, Flags and Decorations**

For Sale signs should be placed in the front yard of your unit. Security service signs may be placed adjacent to your unit, in the ground, not affixed to the brick or siding.

Holiday decorations are allowed but must be removed within 7 days following the holiday. Decorations are not to be placed in grassed areas maintained by lawn maintenance personnel.

## **Plumbing Problems**

If there is a plumbing problem in which the location of the difficulty cannot be determined, it is the responsibility of the homeowner to initiate repairs. If the source of the problem is within or under the home, the homeowner will be responsible for the repairs.

## **Ownership and Responsibilities**

### **What You Own**

As an individual homeowner, you own, from and including, the exterior walls of your townhome inward, the interior space and contents and the land underneath your townhome. You also own the land a certain number of feet out from the foundation of your home, as defined in your plot plan and deed.

### **Common Area that the Association Owns**

As a member of the Association, you with the other homeowners also own all of the common property owned by the Association. This includes all areas not included in the paragraph above (**What You Own**), the shrubbery, the common lawn, all paved streets, water lines, lampposts, trees, mail boxes.

## **Maintenance Responsibilities**

### **Responsibilities of the Unit Owner**

While some sellers of real estate might tell you that you are buying into a “maintenance free” home, that is not completely true. Both the Association and the individual homeowners have obligations described in our documents, some of which are listed here. Certain items are always the responsibility of the homeowner to repair or replace. Such items include but are not limited to:

1. All interior maintenance including but not limited to:
  - a. Plumbing problems including outside faucets on the front, rear and in the garage
  - b. Electrical problems with all metered circuits within the units.
  - c. Heating and air conditioning systems.
  - d. Exhaust and ventilation systems, including all duct work.
  - e. Vermin and pest control including mice, wasps, ants, spiders, termites, roaches, and other insects (except as discussed under **Pest Control** above).
  - f. All painting within the unit.

2. Certain exterior maintenance including:
  - a. Outside entry doors including glass, frames and weather seals.
  - b. Outside windows including glass, screens, frames and weather seals.
  - c. Garage door including panels, all mountings opening and locking hardware, weather stripping and automatic door openers (if applicable).
  - d. All owner installed items and options such as but not limited to optional end unit side patios, rear patio additions, window well covers, gas grills, storm doors, rear and side patio lights and fixtures, etc.
  - e. Keeping the area surrounding the unit free from trash, paper and other debris.
3. Insurance on unit upgrades and personal content.
4. Payment of real estate taxes assessed on the unit.

Even though the home owner is individually responsible for these items, each owner must obtain written permission from the board before making modifications. Permission is rarely refused as long as the change is within the parameters of maintaining the architectural consistency and structural integrity of the complex.

### **Responsibilities of the Association**

1. Infrastructure and Common Area Maintenance Includes:
  - a. Insurance: The Association owns and maintains insurance on the common areas ONLY. In addition to the property coverage on any structures, the Association also maintains liability and D&O coverage. Homeowners own their home and should maintain insurance coverage on their unit and personal property by obtaining a HO-3 policy. **Homeowners should contact their insurance agent to be sure that they have proper coverage.**
  - b. Sewer lines external to the unit (main line).
  - c. Water lines external to the units (meter to street).
  - d. Community streets, curbs and public walkways.
  - e. Street lighting.
  - f. All turf areas, trees and landscaping in common areas.
  - g. Mail boxes
2. External Building Maintenance Includes:
  - a. Wood and vinyl siding repairs as needed.
  - b. Roof repairs as required including flashing.
  - c. Outside vents, limited to replacement and / or cleaning of the outside vent.
  - d. Rain gutter and downspout repairs or replacements (if applicable).
  - e. Skylight repair or replacement (if applicable).

## **Procedures Regarding Resale of Units**

In the event of any resale of a unit, the following procedures should be followed:

1. A written notification should be sent to the Managing Agent when the unit is available for resale.
2. If you are no longer residing in the unit, an alternate address and phone number must be provided to the Managing Agent.
3. Units may be listed through an agent or broker.
4. If a paid assessment letter is needed, a minimum 14-day notice is required.
5. After your unit is sold, a notice of sale should be sent to the management agent which should include the name of new owner(s).

**Deerfield Townhomes HOA**

**Architectural Committee**  
c/o Lambeth Management  
PO Box 8071  
Greensboro NC 27419

**ALTERATIONS AND ADDITIONS SPECIFICATIONS**

Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_ High Point \_\_\_\_\_ NC \_\_\_\_\_ 27265  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Description of Alteration or Addition:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIZE: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_

APPROXIMATE COST: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
License Number \_\_\_\_\_

A sketch or drawing of your proposed addition or alteration must be attached to this application. Please show as much detail as possible and include location in reference to your unit. A copy of your plat of survey must be included if this alteration is external to your home.

**As of the approval date of this alteration, I accept full responsibility for the altered area and agree to maintain it in a safe and presentable condition.**

**All installations are subject to inspection by the HOA Board / Architectural Committee**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Office Use Only:

Date Received: \_\_\_\_\_ By: \_\_\_\_\_  
Date Approved: \_\_\_\_\_ By: \_\_\_\_\_

**Attachment 1 – Alteration and Addition Request**

Architectural Committee  
c/o Lambeth Management  
PO Box 8071  
Greensboro NC 27419

**FENCE SPECIFICATIONS**

We have established the following guidelines for any homeowner wishing to install a fence on their property.

- 1) **SIZE:** Only **6' high** and extend out **11' in length** from the **predominant rear building line**.  
According to the Declaration of Covenants.
- 2) **STYLE:** Wood
- 3) **COLOR:** Natural (Cedar)
- 4) The homeowner will contact all local utility companies to verify the location of underground utility lines. If fences are installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove your fence in the event repairs are on a line are necessary. The utility company will not be responsible for any damage, or reinstalling your fence.
- 5) Your fence will not restrict a neighbor or utility company's reasonable access path (5' 0" wide or more of level ground outside the fence) from the back of the fence to both sides of the home.
- 6) After installing your fence, the homeowner is then responsible for maintaining the inside of the fence including the lawn area.
- 7) The fence is only allowed within your deeded property. A copy of your plat must be included.
- 8) The fence location will not impede storm water flow, especially storm water in swales. If it does the homeowner will be responsible for all costs to correct.
- 9) The homeowner must obtain any and all necessary permits and governmental approvals.
- 10) Your fence cannot block any existing drain pattern.

I have read the above guidelines and understand that if the installation of my proposed fence is not in full compliance with the above, that I will be asked to remove or correct the errors at my expense.

All Installations are subject to inspection by the HOA Board / Architectural Committee

Homeowner's signature: \_\_\_\_\_

Name: \_\_\_\_\_ Tel No : (336)- \_\_\_\_\_

Address: \_\_\_\_\_

City: High Point State: NC Zip: 27265

Email: \_\_\_\_\_

**NOTE: DO NOT MAKE ANY CHANGES OR ALTERATIONS UNTIL YOU HAVE WRITTEN APPROVAL FROM LAMBETH MANAGEMENT.**

**IN ORDER TO RECEIVE APPROVAL, YOUR MUST SUBMIT THE FOLLOWING:**

- 1) A signed copy of this form.
- 2) A copy of your plat of survey, with the fence lines sketched in with dimensions.
- 3) A drawing showing the planned view of the fence layout with all dimensions noted.

For Office Use Only:

**Attachment 2 – Fence Request**

**STORM DOOR SPECIFICATIONS**

We have established the following guidelines for any homeowner wishing to install a storm door:

- 1) Door must be **full view plain glass**.
- 2) Door must be trimmed in **white**.
- 3) Door must have **brass** lever latch.

**If you install your door and do not follow these guidelines you may be asked to remove the door at your expense.**

I have read the above guidelines and understand that if the installation of my proposed door is not in full compliance with the above, that I will be asked to remove or correct the errors at my expense.

All Installations are subject to inspection by the HOA Board / Architectural Committee

Homeowner's signature: \_\_\_\_\_

Name: \_\_\_\_\_ Tel No : \_\_\_\_\_

Address: \_\_\_\_\_

City: High Point State: NC Zip: 27265

Email: \_\_\_\_\_

**NOTE: DO NOT MAKE ANY CHANGES OR ALTERATIONS UNTIL YOU HAVE WRITTEN APPROVAL FROM LAMBETH MANAGEMENT.**

**IN ORDER TO RECEIVE APPROVAL, YOUR MUST SUBMIT THE FOLLOWING:**

- 1) **A signed copy of this form.**
- 2) **A detailed description of your proposed door.**

For Office Use Only:

Date Received: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied \_\_\_\_\_

Date Approved: \_\_\_\_\_ By: \_\_\_\_\_