

Lakeside at Nottingham Homeowners Association



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 or renter of this home.

This listing is 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 as recorded in the Guilford County Courthouse. The recorded declaration remains in full force and effect and is available for public review.

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WELCOME TO LAKESIDE TOWNHOMES

We hope this handbook will help our homeowners and residents better understand living in this community. 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, 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 Declaration Covenants & Bylaws of the Association, as well as this Handbook, place certain restrictions on making changes to the exterior of our homes and on use of the Common Areas. These restrictions are necessary to maintain the overall appearance, property values, and pleasant lifestyle within our community.

The rules, responsibilities, and procedures outlined in this document have been established by the Board of Directors in compliance with the Declaration of Conditions, and Restrictions of the community and the NC Planned Community Act. The Board of Directors reserves the right to add, amend, or revoke rules and regulations at any time. Homeowners will be notified when any changes are made to the rules and regulations.

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

All unit owners must update the **Managing Agent** with any changes in contact information (name, address, telephone numbers, and emails). We also ask homeowners provide an emergency contact name and number.

Managing Agent

Lakeside Townhomes is managed by Lambeth Management and Realty. 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. Also, they handle the collection and processing of monthly dues, paying the bills of the Association, and preparing financial statements. 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. 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.

Contacting Lambeth Management:

Emails may be sent via the website: www.LambethManagement.com

General questions/concerns: (336) 288-4944

Account questions/concerns: (336) 884-0750

PO Box 8071

Greensboro, NC 27419

Board of Directors

The Board of Directors is the governing body of the Association and has the ultimate responsibility for the operation of the Association on behalf of the owners. The Board makes decisions concerning the raising and the expenditure of funds, the contracts for work done for the Association, and the establishing and enforcement of the rules and regulations of the community. The Board is composed of five elected members who are homeowners. The terms of the directors are staggered and elections are held each year at the annual meeting to fill expired terms.

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 issues just as they would in a neighborhood of single-family homes.

Annual Meetings

An Annual Meeting is held in February 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. Homeowners are entitled to one vote per unit in the Association as long as their monthly assessments are paid in full. 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 will be held periodically. Homeowners will be notified fifteen (15) days 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 Managing Agent, and you **must receive written approval** by the Board of Directors and/or the Architectural Control committee **prior to** making the changes. **See Appendix A for a form.**

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/or 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 with this document (please see the Appendix).

Any homeowner making changes, additions, or renovations without first obtaining written approval from the Association is subject to fines up to \$100.00 per day the violation occurs.

A letter will be sent to the homeowner citing the offense, necessary corrective action(s), and the required action date. If the issue is not resolved by the requested date, a follow-up letter will be sent notifying the homeowner of fine commencement. The homeowner

will be responsible for contacting the Property Manager to advise when the issue is resolved. Upon notification, the Board will re-inspect the property. If the issue is found to have been resolved satisfactorily, the daily fines will cease. If the issue is found to persist, the daily fines will continue.

Homeowners wishing to challenge a violation notice must do so in writing to the attention of the Property Manager. The Board will review any challenges and respond accordingly.

In addition to daily fines, the homeowner will be liable for any charges incurred by the Association to return the townhome to the original approved state if the homeowner fails to comply after a period of sixty days.

Insurance

The Association maintains insurance on common areas ONLY. In addition to the property coverage on any common area structures, the Association also maintains general liability and Directors & Officers (D&O) coverage. Homeowners own their home and should maintain fire & extended 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, etc. If an increase in dues is deemed necessary, homeowners will be notified 30 days in advance of the first payment due date.

Payment of Dues

Monthly HOA dues are charged and due 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. Payments may also be made online at www.LambethManagement.com.

The Board of Directors reviews delinquent accounts and may make changes to the collection policy as deemed necessary. The Board of Directors has adopted the following collection policy which is in compliance with the governing documents and the NC State Laws:

Collection Policy

* Dues are considered delinquent 10 days after the due date. A late fee of \$20.00 is charged on the last day of the month for any account with a past due balance equal to or greater than the monthly dues amount. Past due statements are sent mid-month for any account that has a past due balance.

* Once an owner is 2 months past due (now owes for 3 months of dues), the managing agent will send a collections warning letter to the property address and all known alternate addresses providing 15 days for the owner to pay or make payment arrangements.

* If the owner does not pay or make a payment plan, the account is turned over to the attorney (owner now owes for 4 months of dues). The attorney sends out a demand letter giving 30 days to pay the account or make an approved payment arrangement. (\$\$ is paid to the attorney and added to the owner's account).

* If the owner doesn't pay or make an agreed payment arrangement, Lambeth Management will instruct the attorney to file a lien against the property and the owner is given 30 days to pay or make an approved payment arrangement (\$\$ is paid to the attorney and added to the owner's account).

* If the owner doesn't pay or make an agreed payment arrangement, Lambeth Management contacts the Board of Directors. The account is reviewed and the Board of Directors votes on whether or not to proceed with foreclosure of the home.

* If the Board votes to proceed with foreclosure, Lambeth Management will send a letter to the owner providing five (5) days to pay their balance due or make and agreed payment arrangement. If the owner fails to do so, Lambeth Management will instruct the attorney to proceed with foreclosure of the home and eviction of any residents.

Homeowners should note: the Association does not wish to take collection actions or foreclose on homes within the community. However, it is important that all owners in the community pay their monthly dues. We encourage any owner(s) with a delinquent account to contact the managing agent as soon as possible and work out a payment arrangement to avoid unnecessary collection costs being added to their account.

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 Managing 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 beds and inside your patio fence. 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 Architectural Control Committee. Plantings in the Common Area become the property of the Association.

The Board of Directors reserves the right to have plantings removed that are considered to be unsightly, damaging, or planted without prior written approval.

Snow Removal

The Association contracts with our lawn maintenance service, or an independent contractor, for snow removal when necessary. Since weather events vary greatly, snow removal decisions are made on an event by event basis, where the snow conditions and weather forecasts are monitored to determine what action is appropriate. Ice melt will be put out around cluster mailboxes and other high-risk areas when conditions warrant.

Garbage Removal

Garbage removal service is provided on Thursday of each week by the City of High Point. Please contact the City if you need containers. Recycling and large item pick up is every other week (please check with the City of High Point for a schedule). All garbage and/or recycling containers should be placed at curb side no earlier than the evening prior to pick up and should be returned behind the townhome no later than the evening of the pick up day. Please clean up any spilled trash so our community is clean and neat. **No trash receptacles are to be stored in your driveway or on your front porch.**

Pets

Pets are welcome at Lakeside; however pet owners are responsible for their pets. Pet owners are required to immediately clean up after their pets, regardless of the location, and properly dispose of pet waste.

While outside, pets are required to be on a leash and under the owners control at all times. Pets are not allowed to run free, disturb, annoy, or otherwise interfere with residents and their guests. Any inconvenience, damage, excrement or other unpleasantness caused by any pet shall be the sole responsibility of the owner.

Pets are permitted inside enclosed patios so long as they do not become a nuisance to neighbors (i.e. barking, smell, etc).

Parking

Parking within the community is for owners, residents, or visitors only. Each unit has two (2) assigned parking spaces which may or may not be directly in front of their homes. Owners and residents are responsible for advising guests and visitors of the appropriate parking locations. Please exercise common courtesy and avoid parking problems.

Parking is NOT allowed on the grass, medians, or sidewalks.

Vehicles parked within the community should be properly tagged and registered with a current State DMV registration.

Recreational vehicles (including, but not limited to: boats, trailers, campers, towed vehicles/equipment, vehicles with more than two axles, vehicles of more than 15 feet, or unlicensed/inoperative vehicles) are not permitted on Lakeside property without the prior written approval of the Board of Directors. The Board reserves the right to refuse any homeowner from parking any recreational vehicle on community property.

Anyone parking in the community not meeting these criteria will receive a tag on their vehicle and it will be towed. **All towing is at the owner's expense.** The Association has a towing contract with Kirk Sineath Towing and signs are posted with contact information.

Personal Property

Personal property (including but not limited to: bicycles, toys, grills, skateboards, scooters, garbage cans, water hose reels and hoses, etc.) may not be left or stored on the common area and she be kept out of visible areas. It may prove dangerous to others, slow our grounds maintenance efforts, or be considered unattractive by neighbors. Your front porch or stoop and patio must be kept clean and neat at all times. 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

Please honor the posted speed limit throughout the community and be aware that 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

Parents are responsible for the general conduct of their children at all times. We urge you to talk frequently with your family about the responsibilities we all share while living as a community. Please help your children understand that in a community such as this, a healthy respect for neighbors and their property is essential. Damage to common property or personal property of other residents is the sole responsibility of the parent. 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

Any problems regarding cluster mailboxes or keys should be referred to the Post Office. Signs or posters are not permitted on any mailbox units.

Noise

Please be thoughtful and respectful of your neighbors. Noise complaints should be addressed directly with the owner/resident involved. If the owner/resident is uncooperative and the problem continues, you should notify the High Point Police Department via the non-emergency number (336) 883-3224 and file a noise complaint.

Pest Control

The Association provides for an annual inspection for termites. This inspection does not include other insects such as ants, ladybugs, roaches, spiders, etc. You will be notified by the Managing Agent when termite inspections are scheduled and you must arrange a time with the exterminator for your inspection. The inspector must enter your unit and briefly check the interior walls. Failure to have the inspection done may void the contract in case of damage and the expense of damage repair will be the responsibility of the owner.

All interior pest problems are the responsibility of the homeowner. Any exterior pest problems are the responsibility of the Association.

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

Flags and Signs

“For Sale” signs may be placed directly in front of the unit in flower beds so they do not interfere with ground maintenance. Realty signs are not permitted at the entrance, with the exception of “Open House” signs, which are only permitted during the set open house time.

Political signs may be displayed no earlier than 45 days before the day of the election and no later than 7 days after the election. Only one (1) sign is permitted per unit. Signs may be no larger than 24 inches by 24 inches and must be on the owner’s property only, not on common area.

The United States or North Carolina flag no larger than 4 feet by 6 feet and may only be displayed on property owned exclusively by the homeowner (may not be in common area).

Lake

The lake on the Lakeside Townhomes property is not to be used for fishing, swimming, playing, or any other recreational activity. As with any body of water, it can be dangerous. Please report any activity in violation of these rules to the Managing Agent or the High Point Police.

Painting

The door trim and other exterior paintable surfaces of our homes are painted by the Association. The homeowner will be charged for the cost of repairs to those surfaces where damage is determined to have been caused by negligence or abuse.

Plumbing Problems

If there is a plumbing problem in which the location of the difficulty cannot be easily determined, it is the responsibility of the homeowner to initiate repairs.

Water: If the source of a water problem is between the meter to, in, or under the home the homeowner will be responsible for the repairs. If the water problem is from the main line to the meter the association will be responsible for the repair.

Sewer: If the source of the sewer problem is between the cleanout to, in, or under the home the homeowner will be responsible for the repairs. If the source of the sewer problem is between the individual clean out to the common area the association will be responsible for the repair.

If the homeowner’s plumber determines that the source of the problem is in area that the Association is responsible for, the homeowner should notify the Managing Agent immediately.

Renting

Tenants are required to abide by all of the rules and regulations of the Association. It is the owners' responsibility to inform their tenants of all rules within the community. Any violation of the rules and regulations is the responsibility of the homeowner. With the exception of spring and fall Furniture Markets, no homeowner is to enter into a rental agreement of less than 30 days. Homeowners are required to provide the Association with names and contact information for all residents.

Satellite Dishes / Antennas

No outside radio, television, or satellite antennas of any type shall be erected or installed without prior written approval from the Board of Directors. Antennas must be affixed in the rear/downward slope of the roof on the townhome and should not be visible from any street.

Seasonal Decorations

Seasonal decorations are permitted so long as they are tasteful and are not a nuisance. During the holiday seasons (i.e. Easter, Thanksgiving, Christmas, Hanukkah, etc), decorations will be permitted in the month that the holiday occurs. Seasonal decorations should be removed within thirty days of the holiday passing.

Skateboarding / Rollerblading

Skateboarding and rollerblading are not permitted in the Lakeside Townhomes common areas including the streets and sidewalks.

Yard Sales

Personal yard sales are not permitted. However, the Association will coordinate community yard sales in the spring and fall if there is interest. If you are interested in participating in a community yard sale, please contact the managing agent.

Ownership and Responsibilities

What You Own

As an individual homeowner, you own, from and including the exterior walls of your home inward, the interior space and contents and the land underneath your home. 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 and parking areas, water lines, lampposts, trees, sidewalks, mail boxes, etc.

Maintenance Responsibilities

While some sellers of real estate might tell you that you are buying into 'maintenance free' home, that is not completely true. Both the Association and the individual homeowners have obligations described in our documents. Certain items are always the responsibility of the homeowner to repair or replace (**see Appendix B for a listing**). 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.

APPENDIX

Architectural Request Form
Maintenance Responsibility List

Architectural Modification Request

Due to additional information required for this request, it can not be submitted on-line. **Remember:** All necessary building permits **MUST** be obtained prior to work being done.

Please print this form and attach any necessary items suggested below. The more information included will make it easier for the Board or Architectural Committee to reach a decision.

Location	Roof Design	Copy of the <u>property Plat Map*</u> with proposed changes written on the map
Size	Plans/Drawings	
Color	Photos/Brochures	
Material	Exterior Finish	
Contractor (w/proof of their insurance)	Dimensions	
	Utilities	

*Guilford County Plat maps may be found online at www.co.guilford.nc.us/services/index.php - your plat book and page numbers may be found on your deed.

The Board or Architectural Committee has **30 days** to make all decisions once all necessary items have been received. **If information is incomplete, the request process must begin over.**

Name of Association: _____

Name: _____ Date of Request: _____

Property Address: _____

Phone: _____ (home) _____ (work) _____ (cell)

Email: _____ # Pages in request: _____

Description of Request: _____

I hereby request that the Architectural Control Committee review the attached request. I agree not to begin work until I have written approval and to be responsible for the ongoing maintenance and upkeep on the alteration/addition in perpetuity. The upkeep responsibility will transfer to all future owners as well. Further, I agree that all work will be in a workmanship-like fashion, and comply with all building codes. **I agree to contact Lambeth Management once the work is completed in order for a follow up inspection to be completed by the committee or Lambeth Management.**

Signed: _____

All necessary items need to be mailed to:
Lambeth Management
PO Box 8071
Greensboro NC 27419

or faxed to:
(336) 869-7268

or emailed to:
Kim.Mullins@LambethManagement.com

FOR OFFICE USE ONLY

DATE RCVD: _____ RCVD BY: _____

APPROVED

DENIED

Lakeside HOA

Maintenance Responsibilities List

#	Homeowner	Association	Item	revised 7/19/11
1	X		air conditioning and heating equipment HVAC & concrete pad	
2		X	brick veneer	
3		X	chimneys	
4		X	common areas	
5	X		door bells	
7	X		dryer vent - cleaning inside vent	
8		X	dryer vent covers	
9	X		electrical outlets	
10	X		exterior doors	
11	X		exterior door hardware	
12	X		exterior front & back house lights	
13		X	exterior siding & trim	
14		X	fencing separating units in back	
15	X		Fencing around individual patios	
16	X		fixtures to provide water, light, power, telephone	
17	X		glass surfaces (storm doors & windows)	
19		X	grounds	
20		X	gutters & downspouts	
21	X		hardware on all doors	
22		X	house number	
23	X		interior repairs as a result of a roof leak or water penetration	
24		X	lamp posts	
25		X	lawns	
26	X		light bulbs	
27		X	mailboxes & housing	
28		X	main sewer lines	
29		X	meters	
30		X	painting of exterior doors & wooden trim	
31	X		patios	
32		X	plant replacement	
33	X		plumbing	
34		X	porticos	
35		X	roof maintenance & replacement (shingles, vents)	
36		X	round vents on homes	
37	X		screens (window & door)	
38	X		screen doors	
39	X		sewer line from cleanout to townhome	
40		X	sewer line from common area to individual cleanout	
41		X	shutters	
42		X	sidewalks	
43		X	sprinkler system	
44	X		storm doors	
45		X	street lights	
46		X	steps	
47		X	stoops	
48		X	trees & shrubs	
49	X		utility lines, fixtures and /or connections required to provide	
50			light, power, telephone service to lot	
51	X		water lines from meter to house	
52		X	water lines to the individual meters	
53	X		water spigots	
54	X		Maintenance, repairs, or replacement caused through	
55			the willful negligent act of the owner, his family, guest	
56			or invitees	
57	X		Maintenance, repairs, or replacement caused by fire,	
58			lightning, windstorm, hail, explosion, riot, strike, civil	
59			commotion, aircrafts, vehicles, and smoke (insurance claim)	
60	Items in yellow listed in the Declaration of Covenant or Amendment			