

# Seven Gates Homeowner's Association Handbook

March 13, 2014 (revision #4)



**THIS DOCUMENT REGULATES OR PROHIBITS THE  
DISPLAY OF POLITICAL SIGNS**

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# Ownership, Insurance, Management and Maintenance

## Ownership

Details of condominium ownership can be found in the Declaration of Condominium – a document that you should have received from your attorney when you closed on your home. Below is a high level summary of the information contained in the Declaration. Please remember that the most current Declaration always overrides anything written here, so always consult it for the final word.

## Your Unit

You are the sole owner of your Unit; you have a deed just like the owner of a single-family home. Generally, you own the interior of your unit from the surfacing material of the walls to the surfacing material of the ceiling and floors. You **do not own** the space:

- Beneath the subflooring materials of all floors;
- Beneath the interior surfacing material of all perimeter walls, interior bearing walls and/or bearing partitions (these are the cinder block walls separating the units in the twin homes);
- Above the interior surface material of the ceilings.

You own pipes, ducts, wires, conduits and other such items from the point they enter the interior surface of the Unit. You also own the heating and air conditioning units as well as the hot water heater associated with your Unit.

Patios and porches located immediately in the front or the rear of Units are part of the respective Units to which they are attached and are, therefore, owned solely by the Unit Owner.

## Common Elements

You also own an allocated interest in the Common Elements of the Condominium Association. Please consult the management web-site or Declarants for a more detailed definition of Common Elements. The amount of this interest varies based on the number of units in the Association and is calculated by dividing one by the number of units in the Association. **Common Elements** include the structures and land within the Association that are not part of the Units as described above. Examples of these are:

- All of the grassy and landscaped areas on Association property including front yards, side yards, and back yards;
- The wet pond;
- The parts of each structure not defined as part of a Unit including exterior walls, roofs, attics, crawl spaces, and the area between the interior walls and exterior walls.

Common Elements are held and maintained for the use and enjoyment of all of the Unit Owners. However, certain portions of the Common Elements are reserved for the use of the Unit Owner only. These are called **Limited Common Elements** and include:

- Doorsteps;
- Stoops;
- Exterior doors;

- Window frames and window panes designed to serve a single Unit.

Please consult the management web-site or Declarants for a more detailed definition of Limited Common Elements. These items are allocated exclusively for the use of the Unit to which they are attached.

## Insurance

Insuring a condominium is a little different from insuring a typical home because you do not own the entire building or the common areas. Unlike covering a house, condominium insurance requires two separate policies. The Association maintains one policy – the Master Policy – and the Unit Owner maintains the other – the Personal Policy (an HO-6 Policy).

**Master Policy** – this policy is purchased and maintained by the Association and is paid for with the monthly Association dues. It covers physical damage such as fire, vandalism, and wind to the structures and common areas and liability in the common areas. **The master policy covers replacement of individual units as they were originally built with the burden of proof on the homeowner.** Any additions or changes since the unit was purchased from the builder must be insured by the Unit Owner. Information regarding the master policy is available on the Management Company's website or may be obtained by calling the Management Agent. The Master Policy contains a deductible **per unit** for replacement/repair of property damage. The Association is responsible for this deductible on the Units.

**Personal Policy** – the Association recommends that Unit Owners obtain an HO-6 policy to cover the personal property within the unit and on

porches and patios such as furniture, clothes, kitchen supplies, etc. **The policy should also cover replacement/repair of damage to any additions or changes to the structure of the property that were made since the unit was purchased from the builder as the Master Policy does not cover these items.** The Association also recommends each Unit Owner consult their carrier to assist them in determining an adequate amount of coverage to maintain for liability insurance in the policy.

## Management

The Association retains a professional management company (see Appendix for contact information including website) to operate the condominium in accordance with the Declaration and Bylaws. The management agent is responsible for day-to-day operations under the supervision of the Board of Directors. The management agent's responsibilities include:

- Collecting Association dues and assessments;
- Responding to requests for general repairs and maintenance of building exteriors, grounds, and street lights;
- Receiving requests for architectural changes and landscape plantings.

The management company's website provides unit owners with resources related to the Association including the most up-to-date version of this handbook, information on paying Association dues, the Declaration of Condominium and Bylaws, request forms for architectural and landscaping changes, and other information.

## **Maintenance**

There is a division of responsibility for maintenance of the property between the Unit Owners and the Association. In general, the Common Elements as described above are the responsibility of the Association and the Unit as described above is the responsibility of the Owner.

Maintenance to the Common Elements required because of the negligence or wrongful act of a Unit Owner (or family, tenants, visitors, or guests of the owner) will be performed by the Association at the expense of the Unit Owner.

A chart of maintenance responsibilities is included in the Appendix to this Handbook. For any items not included on the list, please contact the Management Agent to discuss.



## **Government and Finance**

### **Governing Documents**

The Association was established by and operates under two legal documents – the Declaration and the Bylaws – which were set forth to comply with the requirements of the North Carolina Condominium Act, Chapter 47C of the General Statutes of the State of North Carolina.

The Declaration established Seven Gates Condominium as a Condominium and identified Units and Common Elements and their respective locations. The Declaration and the Bylaws are the condominium's essential governing documents, which establish the mutual obligations of Unit Owners and the Association. Changes to the Bylaws may only be made at a Unit Owner's meeting by a 2/3 majority vote. Changes to the Declaration may only be made at a Unit Owner's meeting by a 90% majority vote.

Each Unit Owner should have received a copy of the Declaration and the Bylaws from the prior owner at the closing of their Unit. They are also available on the Management Company's website.

### **The Board of Directors**

The Association is governed by a seven (7) member Board of Directors that is elected by the Unit Owners. The Bylaws allow the Board to be between

five (5) and nine (9) members as determined by the Board at any point in time. Directors serve three (3) year staggered terms to ensure continuity with at least two (2) directors elected annually from the candidates nominated at the annual meeting.

## **Running for the Board**

Any member of the Association whose dues are fully paid can be nominated or can nominate himself to be elected to the Board.

## **Powers and Duties**

Primary responsibilities of the Board include:

- Adopting Annual Budget
- Overseeing Finances
- Retaining a Management Agent
- Approving Contracts for Services and Supplies
- Adopting Policies and Rules and Overseeing Enforcement of These

## **Annual Budget**

The Board adopts a budget for the fiscal year that runs from January 1 through December 31. Revenues are derived primarily from monthly dues. Projected needs are determined over several months and the budget is set. The budget includes reserves to finance replacement of Common Elements and to make other capital improvements.

## **Bylaws, Policies, Rules and Regulations**

Many policies and rules for the Association were outlined in the Declaration and Bylaws when the Condominium was created. These documents also grant the Association the power to create and modify rules through the Board of Directors. All Unit Owners and residents are responsible for understanding and abiding by the Declaration, Bylaws and Policies of the Association and the Rules and Regulations outlined by this handbook or in any communication from the Board of Directors or the Management Agent. These restrictions are necessary to maintain the appearance, property values and pleasant lifestyle of the neighborhood. In the event that a Unit Owner leases a unit, it is the Unit Owner's responsibility to provide the tenant with the documents necessary to comply with the rules of the neighborhood and ultimately the Unit Owner's responsibility to ensure that the tenant follows these rules. Copies of these documents can be obtained by contacting the Management Company or by visiting their website. It is also the Unit Owner's responsibility to supply the Board with a copy of the lease and to report the tenants contact information to the Management Agent.

## **Annual Meeting**

At the annual meeting, a summary of the year's activities is given to the Unit Owners, and new Directors for the coming year are nominated and elected. All Unit Owners are encouraged to attend and vote. At other times during the year, special meetings can be held as called by the Board. In either case, a written notification of the date, time and location of the meeting is sent to each Unit Owner at least 10 days in advance of the

meeting, with notification of any other business that will transact at the meeting and a proxy to return if the Unit Owner cannot attend.

## **Association Dues and Fees**

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 the 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 improvements, damage, etc. At this time, management will send notice to Unit Owners of the dues amount for the following year. The Board of Directors may increase dues by a maximum of 10% per year without a vote of the Association.

Association dues are to be paid monthly and are collected by the Management Company. The Management Agent will advise Unit Owners of the amount of monthly dues and will provide 45 days notice of any changes to the dues. The Association dues are due on the 1<sup>st</sup> of each month and will be considered late after 15 days. Late penalties may apply as defined by the Board. Unit owners may consult the Management Company's web-site for payment methods.

## **Special Assessments**

In addition to the Association dues, the Board may levy in any year a special assessment applicable to that year. The assessment may only be for the purpose of defraying the cost of construction, reconstruction, repair

or replacement of the common elements, which include buildings and streets. A vote of approval of two-thirds (2/3) of the associations voting members must be obtained for the Board to levy the assessment.

## **Services and Getting Involved**

### **Landscape and Lawn Maintenance**

The Association hires a landscaping contractor to maintain our common grounds. This service includes maintenance of the grassy areas and the plantings, and putting down pine needles as instructed by the Board of Directors. The Association maintains a sprinkler system that waters the grounds from Spring through Fall each year. If you identify any landscaping, drainage, sprinkler, soaker hose or erosion issue, please contact the Management Agent.

The Association also has a Landscaping Committee made up of volunteers from the community who provide input into the plantings and maintenance of the grounds. If you would like to install plantings around your Unit, you must submit a planting request form to the Management Agent who will pass it to the Landscaping Committee for review. The Landscaping Committee will approve or disapprove the request based on their guidelines for the neighborhood. (See Appendix for **Landscaping Guidelines**)

### **Repair or Maintenance Requests**

Residents should contact the Management Agent in writing to request repairs or maintenance for any Common Element including building repair or landscaping issues.

## Snow Removal

The Association hires a contractor for snow removal from the streets when necessary. Unit Owners are responsible for clearing their own driveways, patios and sidewalks as they see fit. **Unit Owners SHOULD NOT use salt or commercial deicer products on the walkways or driveways as they will damage the concrete and brick.** The sidewalks along Northlake and New Garden will not be cleared as part of the Associations snow removal contract.

## Streets

The streets in Seven Gates are private. However, the city maintains the asphalt paving of the streets. Phase I is currently maintained by the city, and the streets in Phase II are maintained by the Association until the Phase II streets receive their final paved top coat at which time the city will be responsible for paving. The HOA is responsible for the underground water lines and sewer lines beneath the streets. If you identify any problems with the streets or street signs, please contact the Management Agent.

## Getting Involved

Unit Owners have the opportunity to be involved in the governance and future of Seven Gates. Without your involvement, there is no Board of Directors, no Committees and no self-management of our funds. The section of this handbook titled “The Board of Directors” provides information on how to run for a position on the Board.

## **Committees**

The Association currently has five committees – Architectural Review, Landscaping, Handbook, Social and Newsletter. Unit Owners are welcome to join and serve on these committees. The Board of Directors determines the size of each committee, so any request to join a committee should be made to the Board. Additionally, when a spot is open on a committee, the Board will send out a notice to the Unit Owners asking for volunteers. Below is a description of each committee's responsibilities.

### ***Architectural Review Committee***

This committee regulates the external design and appearance of Seven Gates in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. This committee is responsible for approving all external improvements or changes to Units requested by the Unit Owners. To request an improvement or change, Unit Owners must complete an Architectural Modification Request form, or a Satellite Dish Specifications form if requesting a satellite dish, and submit the form(s) to the Management Agent who will forward to the Architectural Review Committee for approval. Both of these forms are included in the Appendix and can also be found on the Management Company's website.

### ***Landscaping Committee***

This committee is responsible for determining the plantings that are included in the neighborhood and recommending to the Board a landscaping contractor. This committee also approves any plantings by



Unit Owners. To request the approval of a planting, please forward the Landscaping Modification Request form to the Management Agent who will forward to the Landscaping Committee for approval. This form, along with Landscaping Guidelines, are included in the Appendix and can also be found on the Management Company's website.

### ***Handbook Committee***

This committee produces and maintains this handbook with the assistance and input of the Board of Directors and the other committees. If you have any suggestions for the handbook, please forward to the Management Company. If you have any questions about the handbook, please contact the Management Company.

### ***Social Committee***

This committee is responsible for planning and encouraging neighborhood events, maintaining a welcoming committee.

### ***Newsletter Committee***

This committee is responsible for producing a periodic newsletter containing important information about the neighborhood and the Association with input from the Board of Directors and the Committees.

## **Good Neighbor Policies and Rules**

Our quality of life depends on our observance of reasonable, common sense rules. The rules are intended to allow everyone to enjoy Seven Gates to the fullest. If you have questions, please call the Management Agent or any Board member.

### **Access to Units**

#### ***Emergency***

There may be times when the Board or the Management Agent needs access to the interior of your unit or to your crawlspace, as provided by the Bylaws. The Management Company collects emergency contact information and alternate emergency contact information in case they cannot reach you. Please consider providing them with this information via their website. If you have provided emergency contact information, the Management Company will make all reasonable efforts to contact you. However, during an emergency, a locksmith will be called to gain entry if they have been unable to contact you.

#### ***Non-Emergency***

The Board or the Management Agent will provide telephone or written notice of the need to enter your unit and will make arrangements with you to gain access.

## **Rules**

For the well being of you and your neighbors, the Board of Directors has adopted a variety of policies consistent with the Declaration and Bylaws. As a Unit Owner, you are responsible for ensuring that your family members and guests abide by them. Violations are subject to penalties as described in the section titled Violations and Enforcement below.

The following alphabetical list is a partial list of the rules. There are additional rules located in the Declaration and the Bylaws.

## **Antennae and Satellite Dishes**

While antennae are not permitted, satellite dishes are allowed, subject to the approval of the Architectural Review Committee. See the Appendix for the "Satellite Dish Specifications" form.

## **Architectural or Landscaping Changes**

The Declaration specifies that structural alterations to the interior or exterior of a unit, or landscaping alterations to the common areas, requires the advance approval of the Architectural Review Committee or the Landscaping Committee who reviews the Unit Owner's written request. See the Appendix for the "Architectural Modification Request" form and the "Landscaping Modification Request" form. Only the owner of the unit may submit these forms.

Common requests include: interior renovations that involve moving an existing wall or cutting a hole in an interior stud wall or in the exterior brick; installing new HVAC equipment or generators; replacing an exterior door; installing a satellite dish, a storm door or window screens; or planting trees, shrubs or flowers in common areas. Completed Architectural/Landscape Modification Request forms should be mailed, emailed, or faxed to Lambeth Management: fax: (336) 464-2576, email: Tiffany.Lmgmt@gmail.com, mailed: PO Box 8071, Greensboro NC 27419

## **Awnings**

All types of exterior awnings are prohibited.

## **Clothes Lines**

All types of exterior clothes dryers or clotheslines are prohibited.

## **Exterior Doors, Electrical Outlets, Lighting Fixtures and Vents**

The Association provides for the painting of all exterior unit doors on a schedule approved by the Board. For other changes to existing exterior doors or the installation of new doors, including the installation of storm doors, see the section ***Architectural or Landscaping Changes*** and the Appendix. Likewise, for changes to existing, or installation of new, exterior electrical outlets, lighting fixtures and vents, refer to this same section.

## **Flags, Display of**

Flags should be tasteful and appropriate for the community and considerate of other neighbors. The Board of Directors may request that

flags that do not meet these guidelines are removed. General guidelines for flag display are as follows:

- Small flags on decorative stakes, known as Garden Flags, can be displayed in Common Elements around the Owner's Unit as long as they are placed in the pine needles. Display in any other part of the Common Elements must be submitted to the Landscaping Committee for approval.
- Flagpoles cannot be placed in the Common Elements or attached to the exterior structure of the building.
- Flags may not be hung outside the Unit from windows.
- The American and North Carolina state flags can be displayed as allowed by law under the NC Planned Community Act.

Special rules apply to flags displayed for Holidays. See the Holiday Decorations section for more information.

## **Grills and Other Outdoor Cooking Appliances**

All types of gas and charcoal grills and other outdoor cooking appliances are prohibited from use on covered or screened porches. If a Unit Owner chooses to use one of these appliances, the Owner must make sure that the item is at least three feet from the Unit. Due to smoke and/or cooking odors, the Owner should also make sure that the grill or other outdoor cooking appliance is an appropriate distance from the adjacent Unit.

## **Heating and Air Conditioning Lines (HVAC)**

Replacement of HVAC lines does not require a variance if the lines are run through an existing building penetration. Otherwise, a unit owner must request a variance. See the Appendix.

## **Holiday Decorations (exterior)**

Decorative exterior holiday seasonal lighting (e.g., Christmas lights) may only be installed during the holiday season and at the holiday season's conclusion must be removed. Holiday decorations must be tasteful and appropriate for the community and considerate of other neighbors. The Board may request that decorations not meeting these guidelines are removed.

Exterior holiday decorations can be displayed no more than two (2) weeks prior to the holiday and must be removed within seven (7) days following the holiday. The exception is Christmas decorations, which can be displayed as early as the Friday following Thanksgiving and must be removed no later than two (2) weeks following Christmas Day.

## **Interference with the Workings of the Association**

The Association spends the majority of the Association dues on upkeep of the property in Seven Gates. To ensure that this money is spent effectively, it is imperative that Unit Owners do not interfere with the management and upkeep of the grounds, the common areas or the buildings. Examples of interference include turning on or off the sprinkler system at the main control panel or in isolated areas, adjusting the

sprinkler heads or drip hoses, applying chemicals or fertilizer to the grass or plants in the common areas, adjusting or tampering with drainage implements, removing or damaging a planting, etc. If a Unit Owner feels that maintenance, adjustment, or repairs should be made to the services on the grounds, the common area, or the buildings, the Owner should contact the Management Agent and allow the service provider to make the repair. Any Unit Owner found violating this regulation is subject to one written warning. If the violation continues after the written warning, the Unit Owner will be fined according to the section in this Handbook on Violations and Enforcement, and the Unit Owner will be assessed for the repair of damages caused by the Unit Owner's actions and to return the common elements to their original state.

### **Leasing of Your Unit**

Unit Owners intending to lease their unit must provide the Management Agent and the Board of Directors with an alternate address and phone number. The Unit Owner must also provide the Management Agent and the Board of Directors with the name and phone number of the tenants residing in the unit and a copy of the lease. The lease must include a clause that tenants will comply with the Declaration, Bylaws and other rules. Unit Owners are responsible for the actions of their tenants. Even if a Unit is rented, the Unit Owner is still responsible for payment of the Association dues and/or assessments against the Unit.

## **Noise**

Every Unit Owner has the right to quiet enjoyment of his or her property. Generally residents should be considerate of their neighbors at all times and particularly during nighttime hours, 10 p.m. to 7 a.m. Unreasonable noises or actions (i.e. loud music and barking dogs,) or any other nuisance or illegal activity will not be permitted.

## **Odors**

Residents shall not cause or permit any objectionable odors to be produced upon or emanate from their unit.

## **Parking**

Each Unit is entitled to parking spaces consisting of their attached garage and driveway. Unit Owners should park their vehicles in their garages and driveways as a rule. Parking on the street should be infrequent and, for the most part, limited to guests. At no time should Unit Owners or their guests obstruct driveways, fire hydrants, mailboxes, or streets if parking on the street is necessary for a short period.

Trailers, motor homes, campers, boats, jet skis, ATVs, large trucks, oversized commercial or construction vehicles or inoperable motor vehicles are not to be parked or stored outdoors within the community. Temporary parking of such vehicles is permitted when necessary such as moving trucks parked during loading or unloading. This type of temporary parking should be a rare occurrence and Unit Owners can be



asked by the Board of Directors to discontinue this practice if it becomes a regular occurrence.

Repeat violators of the parking rules and those continuing to park improperly can be fined. See the Violation section for enforcement information.

## **Pest Control**

Unit Owners should be vigilant and contact the Management Agent if they see an opening in a condo that may allow pests (insects, mice, squirrels, birds, etc.) to enter. The Association is responsible for securing the exterior of the buildings and for repairing all damage done by termites. The Unit Owner is responsible for securing and treating the interior against pests inside the home, and for any damages inside (except for that caused by termites). During construction all condos were installed with pest tubes for easy outside access to inject granulates that are both pet and human friendly. If a Unit develops a pest problem that is not immediately corrected by the Unit Owner, the Association has the right to exterminate the pest(s) at the Unit Owner's expense.

As an additional note, pine needles are used in the bed areas at Seven Gates because mulch coming in contact with outside wood surfaces contributes to the incidences of termite infestation.

## **Pets**

Pets are welcome at Seven Gates; however, pet owners are responsible for their pets. Pets are not allowed to be loose in the Seven Gates community as defined in Greensboro's leash laws. Additionally, invisible fences are not allowed in any common area. You may refer to page 5 in this Handbook for a definition of "Common Elements".

**Pet owners are required to immediately clean up after their pets, regardless of the location.** In addition, pet owners should insure that their pets do not urinate on the flowers or shrubbery planted throughout common areas. Owners will be held liable for damage to plantings that is caused by their pets. Any Unit Owner found violating this regulation is subject to one written warning. If the violation continues after the written warning, the Unit Owner will be fined according to the section in this Handbook on Violations and Enforcement.

Chaining animals on common area is not permitted. Any Unit Owner in Seven Gates has the right to contact Animal Control services from the City of Greensboro if you see violations of City or County animal control requirements.

## **Planting Beds**

The Association is responsible for the ongoing weeding and distribution of pine needles in all plant bed areas, as well as pruning of trees and shrubs on a predetermined schedule. Please contact the Management Agent to discuss any landscaping issues. The only plants, shrubs and

trees that will be maintained by the Association are the original ones planted by the Association. A resident may improve the plant beds adjacent to his/her unit by planting flowers, shrubs and/or trees. However, the resident must follow the Landscaping Guidelines approved by the Board (see Appendix - Landscaping Guidelines) and obtain approval as stipulated in these guidelines.

### **Plumbing and Sewer Lines**

To keep the sewer lines clear, please use common sense on what items you dispose. If there is a plumbing problem in which the location of the problem cannot be determined, it is the responsibility of the Unit Owner to initiate repairs. If the Unit Owner's plumber determines that the source of the problem is in the water lines leading to the condo, the Unit Owner should only continue making the repairs in an emergency situation. Otherwise, the Unit Owner should contact the Management Agent and Board of Directors as soon as possible.

### **Retention Pond**

No persons, pets or watercraft are allowed in the water of the wet retention pond.

### **Signs**

No signs larger than two (2) square feet may be displayed on the property at any time. Signs may not be attached to the buildings, mailbox or any other structure.

Only the following signs are permitted:

- a. *Alarm Company* signs may be a maximum of one (1) foot square and must be located close to the unit and not in the grassy areas.
- b. *Real Estate "For Sale"* signs may be a maximum of two (2) square feet and must be located close to the mailbox and not in the grassy areas. These signs must be removed within three (3) days from the date of the fully executed closing. **Real Estate directional and open house signs may be placed on the common area between 7:00pm Friday and 7:00pm Sunday.** Any signs placed on common area in violation of the above will be removed and disposed of by the Association. **"For Rent"** signs are not permitted at any time.
- c. *Political* signs may be a maximum of two (2) square feet and must be located in front of the Unit Owner's unit and not in the grassy areas. There can be a maximum of one sign per unit at any time. Signs may be erected 45 days before the corresponding election date and must be removed within 7 days following the election date.
- d. *Workman* signs are signs that contractors or others may ask to display at your home while performing work on your unit. These signs are permitted if they are not larger than two (2) feet square. They must be located close to the mailbox and not in the grassy areas and there can only be one sign per unit at any time. Signs may be displayed for a maximum of 30 days.

## **Solicitation**

There shall be no solicitation in our neighborhood. We have “No Solicitation” signs posted at each entrance.

## **Speed Limit**

To ensure the safety of all Owners and guests, the speed limit in the neighborhood is **25 miles per hour**.

## **Storage**

No items may be stored on porches, on driveways/sidewalks, or in front of crawl space doors. Instead, they must be stored within the Unit, including the garage.

## **Temporary Structures**

No temporary structures (trailers, tents, barns or other out buildings) may be maintained on common elements.

## **Thermostats**

Heating units should never be turned off in winter. We advise you to set your thermostat no lower than 55 degrees to keep water pipes from bursting. The Unit Owner will be financially responsible for water damage caused by heating systems not being left on during the winter months.

## **Trash**

Trash collection is performed by the City of Greensboro on Tuesdays (this day is subject to change by the City). Your green trash container is serviced every week; your brown recycling container is serviced every two weeks. Residents must obtain trash and recycling receptacles from the City upon occupying a unit. Receptacles should not sit in driveways for extended periods of time. Place them on the street no earlier than the night before pick up and remove them by the end of the day of pick up. At all other times, receptacles must be kept in enclosed garages or areas specifically designed to house the receptacle.

Hazardous wastes, including paints, motor oil, household chemicals and other toxins, are unacceptable for curbside disposal. Renovation debris is the responsibility of the owner.

## **Use of Units**

Because Seven Gates is a residential community, no owner shall permit the use of his/her unit for any transient hotel or commercial purposes, or for any activity deemed offensive, illegal or harmful.

## **Vehicle Registration**

No unlicensed vehicles shall be parked on the private streets or driveways within the Seven Gates community, both of which are considered common areas.

## **Violations and Enforcement**

The Bylaws of Seven Gates (4.j.xiii) allows for the owner of a unit to be fined up to the maximum limit (\$100) allowed by the North Carolina Planned Community Act for each violation of the Declaration, the Bylaws or any of the rules and regulations of the Seven Gates Homeowners Association including those found in this handbook. If allowed by law, such fines may be assessed on a daily basis for a continuing violation. An adjudicatory panel shall accord the Unit Owner charged with the violation notice of the charge, an opportunity to be heard and to present evidence, and notice of the panel's decision. Any fine established hereunder by an adjudicatory panel shall be an assessment against the owner charged with the violation and a lien against said owner's unit, subject to all provisions and enforcement of Article 30 of the Declaration.

Section 11 of the Bylaws provides for the enforcement of all rules and regulations. The Association, or any Owner, has the right to enforce the Rules and Regulations of the Association. The Board of Directors has the right to assess fines against Unit Owners for violations of the Association's published Rules and Regulations by the Unit Owner, his family, guests, invitees or lessees. Fines are considered assessments and must be paid within thirty (30) days after notice of assessment.

## **Water Faucets**

Before the first freeze, Unit Owners must disconnect garden hoses from outdoor faucets.

## **Window Air Conditioners**

Window air conditioning units are prohibited.

## **Window Replacements and Screens**

Window frames and panes are the responsibility of the Unit Owner to replace and maintain. Replacements must be approved by the Architectural Review Committee. Window screens are not allowed for the front windows of a unit.

## **Window Treatments**

Interior window treatments such as drapes, shades, blinds and shutters must be in good condition so as to not detract from the exterior appearance of the buildings. Detachable window dividers, if used, must be installed correctly and aligned to the window frames.

## **Yard Art (Decorative Accents or Hardscape)**

Yard art can be displayed according to Landscaping Guidelines (see Appendix). Any yard art displayed that does not conform to these guidelines can be removed by the Board of Directors. In addition, the Unit Owner can be fined for each day the yard art is displayed without conforming with these guidelines. See the Violation section for details.

## **Yard Sales**

You are not permitted to hold an individual yard sale on Seven Gates' property. Periodically, the Board of Directors may permit a neighborhood yard sale if enough interest exists within the neighborhood.



## **Appendix**

### **Management Agent Contact Information**

Lambeth Management & Realty, Inc.  
PO Box 8071  
Greensboro, NC 27419  
(336) 288-4944  
Email: [lambmgmt@aol.com](mailto:lambmgmt@aol.com)  
Website: [www.lambethmanagement.com](http://www.lambethmanagement.com)

### **Maintenance Responsibilities**

There is a division of responsibility for maintenance of the property between the Unit Owners and the Association. In general, the Common Elements are the responsibility of the Association. Maintenance to the Common Elements required because of the negligence or wrongful act of a Unit Owner (or family, tenants, visitors, or guests of the owner) will be performed by the Association at the expense of the Unit Owner.

Attached is a maintenance responsibilities listing. For any items not included on the list, please contact the Management Agent to discuss.

**Maintenance Responsibilities List (revised 10-28-13)**

RESPONSIBILITY			Maintenance Item
#	Home Owner	HOA	
1		X	Brick work on buildings
2		X	Brick walls separating condo patios
3	X		Brick walls around patios and shower enclosure (includes inside landscape and fixtures)
4	X		Brick walls around trash receptacles, and sidewalks to receptacles and crawl space
5		X	Chain link or wrought iron fences, brick and rock walls, and retaining walls incorporated by builder in Seven Gates landscape and retention pond designs.
6		X	Chimney Caps
7		X	Columns supporting porch/patio roofs (excludes everything else beneath roof)
8		X	Crawl space and crawl space door
9	X		Decks and deck stairs <i>{per amended Declarant, Article 3.3, 9/10/13}</i>
10		X	Direct Vent Fireplace (exterior vent plate)
11		X	Driveways and sidewalks to front porch (except if damaged through homeowner accident or neglect)
12	X		Exterior - doors, handrails, door bells, house lights, electric outlets/fence, hardware, locks, (all exterior items require prior approval from the Architectural Committee) <i>{per original Declarant, Article 3.3}</i>
13		X	Exterior Vinyl Siding & Trim
14		X	Foundation Wells and Vents
15	X		Garage Doors & Hardware (requires approval by Architectural Committee)
16	X		Gas service lines to patio/porch/BBQ
17		X	Gutters & Downspouts
18	X		HVAC equipment, lines, ducts <i>{per original Declarant, Article 3}</i>
19		X	Interior repairs as a result of a roof leak
20		X	Irrigation, lines, meters, and clocks
21		X	Mailboxes, mailbox posts, and house numbers (except if damaged through accident or negligence of homeowner, his/her family or guest)
22		X	Painting of exterior doors & wooden trim
23	X		Patio/Porch, gates or doors, brick barbeques and fireplaces, lights, fans and decorative fixtures

24	X		Patio/Porch, uncovered or covered (includes treated, decorative, stamped or concrete floors) <i>{per amended Declarant, Article 3.3, 9/10/13}</i>
25		X	Retention Pond and Sand Filter
26		X	Roofs and roof columns
27	X		Room additions and exterior modifications (requires prior approval by Architectural Committee)
28	X		Screens; windows, rear doors or porches (requires prior approval by Architectural Committee) <i>{per original Declarant, Article 3.3}</i>
29		X	Sewer - main line and to point of entry to home (except if damaged through homeowner accident or negligence; includes costs to repair to concrete and turf)
30		X	Signage (including Seven Gates Dr. entrance, privacy, no soliciting, and no trespassing signs)
31	X		Solar tubes, skylights, and attic fans (requires prior approval by Architectural Committee)
32	X		Steps - front porch and back patio <i>{per original Declarant, Article 3.3}</i>
33	X		Stone walls (In common areas as requested and paid for by the home owner and pre-approved by the Architectural/Landscape Committee.)
34	X		Storm doors, front or rear (requires prior approval by Architectural Committee) <i>{per original Declarant, Article 3.3}</i>
35		X	Streets and street lights
36	X		Trees, shrubs, flowers, planted by homeowner (requires prior approval from landscape committee, except flowers)
37	X		Utility connections and meters (water, light, power, telephone)
38	X		Vent pipe cleaning
39		X	Vent pipe covers
40		X	Water lines to meter and from individual meter to house (except if damaged through homeowner accident or neglect)
41	X		Water spigots (outdoor)
42	X		Window frames and window panes <i>{per original Declarant, Article 3.3}</i>
43	X		Cost of HOA performed maintenance, repairs, or replacement of Common Elements and Limited Common Elements, caused through accident or negligence of homeowner, his/her family or guests.
44		X	Maintenance of all land and Landscaping, "Common Elements", in the Seven Gates Community (excludes maintenance of explicit, common element landscape delegated to a homeowner as specified in their approved Landscape Modification Request)

## **Architectural Modification Request Form**

The Architectural Modification Request form (page 37) should be used to make a request for an architectural modification or addition to a Unit. The most up to date form can be found on the Management Agent's website. The form should be submitted to the Management Agent for review by the Architectural Review Committee. Unit Owner's will be advised of the Committee's decision within thirty (30) days of the submission. Unit Owners should not make architectural changes without approval by the Committee.

## **Satellite Dish Specifications Form**

The Satellite Dish Specifications form (page 38) should be used to make a request to add a satellite dish to a property. The most up to date form can be found on the Management Agent's website. The form should be submitted to the Management Agent for review by the Architectural Review Committee. Unit Owner's will be advised of the Committee's decision within thirty (30) days of the submission. Unit Owners should not install satellite dishes without approval by the Committee.

## **Landscape Modification Request Form**

The Landscape Modification Request form (page 39) should be used to make a request for a landscape modification including any plantings, changes or additions to hardscape or addition of a decorative feature such as yard art. The most up to date form can be found on the Management Agent's website. The form should be submitted to the Management Agent for review by the Landscape Committee. The Landscaping Committee will approve or disapprove the request based on their guidelines (page 40) for the neighborhood. Unit Owner's will be advised of the Committee's decision within thirty (30) days of the submission. Unit Owners should not begin planting, make changes or install decorative features without approval by the Committee.

### Seven Gates Homeowners' Association Architectural Modification Request

Due to the additional information required when submitting this request, it cannot be submitted on-line. **Remember**, all necessary City 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 to reach a decision.

- |               |                    |                           |
|---------------|--------------------|---------------------------|
| 1. Location   | 6. Roof Design     | 11. Utilities             |
| 2. Size       | 7. Plans/Drawings  | 12. Copy of Property Plat |
| 3. Color      | 8. Photos/Brochure | Map with proposed         |
| 4. Material   | 9. Exterior Finish | changes/additions         |
| 5. Contractor | 10. Dimensions     | shown                     |

**Type of Modification:**

Addition    Exterior Painting    Patio    Porch    Interior Construction/Remodeling

Other: \_\_\_\_\_

The Board has 30 days to make all decisions once all necessary items have been received.

**If information is incomplete, the request process must be started over.**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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.

\_\_\_\_\_ Date: \_\_\_\_\_  
( Homeowner's Signature )

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**

<b>For Office Use Only:</b>	
Date Received: _____	<input type="checkbox"/> Approved
Received By: _____	<input type="checkbox"/> Denied

## **Seven Gates Homeowners' Association Satellite Dish Specifications**

The Seven Gates HOA has established the following guidelines for any homeowner wishing to establish a satellite dish:

1. Satellite dishes may not be larger than 18-inches (or 22-inches for HD systems).
2. You must contact the HOA for the preferred and/or acceptable locations for your satellite dish **prior to installation**.
3. If your satellite dish is installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove or damage your dish in the event of repairs (**before installation, your installers must check for underground lines before digging**). Utility companies are not responsible for re-installing or repairing your dish.
4. Exercise care around landscape material.

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

**Note: If after installation, you are not getting satisfactory reception, contact your installer and submit your alternate plan in writing to Lambeth Management.**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

\_\_\_\_\_ Date: \_\_\_\_\_  
( Homeowner's Signature)

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

*For approval, you must submit the following:*

1. **A signed copy of this form**
2. **A drawing showing the planned location of the satellite dish and your home.**

All necessary items need to be mailed to: or faxed to: or emailed to:  
Lambeth Management (336) 869-7268 Kim.Mullins@LambethManagement.com  
PO Box 8071  
Greensboro, NC 27419

<b>For Office Use Only:</b>	
Date Received: _____	<input type="checkbox"/> Approved
Received By: _____	<input type="checkbox"/> Denied

## Seven Gates Homeowners' Association Landscape Modification Request

Due to the additional information required when submitting this request, it cannot be submitted on-line.

**Please print this form and attach any necessary items suggested below.**

The more information included will make it easier for the Board to reach a decision.

- |             |                    |                                 |
|-------------|--------------------|---------------------------------|
| 1. Location | 5. Contractor      | 9. Hardscape/Decorative Feature |
| 2. Size     | 6. Plans/Drawings  |                                 |
| 3. Color    | 7. Photos/Brochure |                                 |
| 4. Material | 8. Dimensions      |                                 |

**Type of modification to existing landscape plan**

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**Type of tree, plant or shrub you want to plant**

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**Approximate size of mature tree or shrub**

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_ # Pages in Request: \_\_\_\_\_

I hereby request that the Landscape 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 modification/addition in perpetuity. The upkeep responsibility will transfer to all future owners as well.

\_\_\_\_\_  
( Homeowner's Signature) Date: \_\_\_\_\_

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 Received: \_\_\_\_\_  Approved

Received By: \_\_\_\_\_  Denied

## Landscaping Guidelines

Based upon recommendations from the Landscaping Committee, the Association's Board of Directors approved the following landscaping guidelines on March 15, 2013. These guidelines became effective immediately.

### General Guidelines:

- The only plants and trees that will be maintained by the HOA are the original ones planted by D. Stone Builder/Developer or the HOA.
- Any hardscape\*, plants, trees, or shrubs that are added by an individual homeowner are to be maintained by the homeowner and should not interfere with turf growth and maintenance (mowers must be able to perform their usual job).
- In the case of a transfer of ownership of any home, the Homeowner is responsible to disclose to the new owner what they will be responsible to maintain as outlined above. **This a material fact.**
- Only annual and perennial flowers are allowed in the planting beds without approval.
- No other items (e.g. hardscape\*, plants, trees, or shrubs) can be planted or placed in the planting beds or grassy areas outside the existing beds, without prior approval of the Landscape Committee.
- Request to change the landscape by the addition or removal of plants and/or hardscape should be submitted to the Landscape Committee for approval via the Landscape Modification Request Form that can be found in the Handbook or on the Lambeth Management Website.
- No vegetable plants are allowed in any beds that can be seen from Seven Gates Drive or Perrou Court.
- Any berms, expansion or elimination of existing planting beds must be approved by the Landscape Committee via the Landscape Modification Request Form.
- Any permanent structure such as planting bed walls that use wood, brick and cement or stone would need to be approved by the Architectural Committee.



- There can be no plantings in any beds that are invasive on the grassy and/or common areas or that will interfere with turf growth and maintenance (mowers must be able to perform their usual job).
- Plantings in the beds must not become invasive and kill or impede the growth of the original plantings.
- If Homeowners install invasive plants that kill out the original plantings, to include any damage to turf and irrigation, they will be responsible to pay the Association's appropriate vendor to replace plants or make repairs.
- All hardscape\* and decorative accents need to follow the Principles of Design and be consistent with Seven Gates architecture and landscape.
- In case of infraction to the above guidelines, the homeowner will have 30 days from non-complaint notice to correct specified issues. After that time they will be responsible to pay the Association's appropriate vendor to make corrections. Anyone causing damage to turf, natural beds, or irrigation system will be responsible for the costs of repairs.

**\*Definition - Hardscape/Yard Art** consist of the inanimate elements of landscaping, especially any masonry work or woodwork. For instance, stone walls, concrete or brick patios, tile paths, wooden decks and wooden arbors would be considered part of the hardscape. But by extension, anything used in landscaping that is not part of the **softscape (trees, shrubbery, flowers and plants in general)** can be considered a hardscape element, including home accents such as water fountains, statues, bird baths, flower pots, garden flags and yes, even pink flamingoes!

**REMEMBER - You must obtain permission for any and all Hardscape/Yard Art and Softscape** in Common Areas (everywhere - front, side and back of your home) which includes everything except your front stoop/porch and back patio/deck. The **ONLY EXCEPTIONS** are one (1) small garden flag (not to exceed 14"x20"), a security sign, annuals and perennials in the planting beds as specified in the Handbook Guidelines.

**PETS in relationship to Landscaping** - Pets are not allowed to be loose in Seven Gates as defined in Greensboro's leash laws. **Pet owners are required to immediately clean up after their pets, regardless of location.** In addition, pet owners should insure that their pets do not urinate on the flowers or shrubbery planted throughout common areas. Owners will be held liable for damage to plantings that are caused by their pets.