

## Homeowner's Guide to the Saddle Brook Flats HOA Declarations\*

Article. Section	Summary of Section
IV.3	Assessments (dues) are \$99/month/lot and can be increased no more than 10%/year by a simple majority vote of the Board. Any increases beyond that cap are subject to majority approval by the property owners at the annual budget meeting. (Dues increased from \$90 at 11-11-2013 Annual Meeting)
IV.2	All Assessments (dues) shall be used to maintain the property for the benefit of the residents, and build a Reserve Fund for capital expenditures. All monies collected by the HOA shall be treated as separate property of the HOA.
IV.9	Assessments (dues) are considered a legal obligation of the property owner. Unpaid Dues incur an interest penalty of 1-1/2% per month (18% per year), and are reported to credit agencies with possible penalties up to home foreclosure.
IV.6	Declarant (REO/Turnstone) shall also pay monthly assessments (dues) for each unsold lot equal to 25% of the normal assessment
IV.4	A Special Assessment can be levied by the Board for any capital improvements, subject to 80% approval of the property owners attending a meeting called for such purpose
VI.2	Property owners are responsible for all <b>day-to-day maintenance</b> involving home interior, landscape watering, driveway/entrance, sidewalk, air conditioning/heating equipment, windows, doors, vinyl siding maintenance, gutter cleaning, pressure washing or area inside privacy fence. The HOA Board has the right to repair a property owners property if it is not being properly maintained, then bill the property owner for the expense.
VI.1	In general, the HOA is <u>only</u> responsible for maintaining the Common Areas, lawns, <b>original</b> trees/shrubs, roof/gutters/vinyl siding replacement, public sidewalks and water/sewer mains. The property owner shall advise the HOA Board in writing of any repairs needed in these areas.
V.1	Any permanent changes to the original exterior "look" of the home must be pre-approved by the HOA Architectural Control Committee (ARC). Detailed plans and specifications must be provided as part of the request. The ARC reserves the right to remove any unapproved changes at the property owner's expense! Any new home construction should follow the same general scheme of development that exists.
VII.2	No dwelling or other structure can be constructed that would result in a different exterior design than as originally constructed, unless approved by the ARC
VII.5	All outside satellite dishes/antennas require pre-approval by the ARC and must be located to the rear of the dwelling
V.2	If the ARC does not respond within 30-days of a delivered, detailed written request, then the property owner's request shall be deemed Approved
XI.6a	Each property owner shall carry home insurance with replacement cost coverage from an A-rated insurance company and \$100,000 of general liability coverage. The policy shall list the HOA as an "additional insured". The property owner should send a Certificate of Coverage of the policy to the HOA Secretary <u>annually</u> . Should the proper insurance not be obtained, the HOA can purchase a policy and then bill the property owner.
XI.6b	In the event of an insurance claim, the property owner shall negotiate all adjustments with the insurance company within 30-days of the loss or in a timely fashion; otherwise the HOA can step-in and manage the claim process. Any insurance claim proceeds must be used to return the home to its original as-built condition. All repairs must be made in a timely fashion.

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X.2	Any cost to repair a common wall ("party wall") between the units shall be shared by the 2 property owners in proportion to such use.
VII.4	All pets shall be on a leash when outside. Droppings must be cleaned-up immediately. Excessive pet noise can be considered a nuisance.
VII.6	All commercial and recreational vehicles (boats, campers, trailers, etc.) must be parked within the enclosed garage
VII.8	No sign shall be placed on any lot except for one "For Sale" sign. A single sign identifying a temporary activity may be displayed for a 48-hr period. No sign deemed a nuisance by the HOA Board shall be permitted.
VIII.1	Utility easements may not be blocked in any way, and change of flow in drainage easements is not permitted.
II.2	Rental of any property is permitted. The lease must be in writing, with a minimum rental period of at least 2-months. A copy of the lease agreement must be provided to the HOA. Property owner is responsible for compliance by tenants.
IV.5	Written notice of a Property Owners meeting must be sent 15-60 days in advance, with 10% of all property owners present to constitute a Quorum
III.2	All property owners are considered Class A Voting Members and entitled to 1 vote/lot in any election, either in person or by proxy. Only owners who are current with their Dues can vote per By Laws Article VII.1(b).
XI.4	Additional property can be annexed into the HOA with the consent of 2/3 of the voting property owners
II.4	The HOA Board can establish rules and fines regarding parking, traffic flow and pet ownership as needed
VII.3	The HOA Board has the right to stop any activity deemed a "nuisance" to the neighborhood. No trash dumping nor clothes lines allowed.
XI.1	The HOA can enforce the rules by <u>any</u> legal proceeding, including fines up to \$150/violation, those in Section IV.9, suspension of privileges, or recovery of the repair costs for any damages. The failure of the HOA to enforce any rule in the past does <u>not</u> negate its ability to enforce the rule in the future.
XI.3	These Declarations can be officially amended with the consent of 67% of the property owners once all planned lots have been sold
IV.10	Property owners are responsible for any unpaid Common Area taxes not paid by the HOA
XI.7	All disputes between parties will be settled through binding arbitration with fees paid as set forth in the award
XI.9	<b>The provisions of the NC Planned Community Act under NC General Assembly Statute Chapter 47F shall take precedence, followed by these Declarations. These two documents will override any provisions in the Articles of Incorporation or Bylaws of the HOA.</b>

\* **This sheet is for your convenience!** Property owners should rely on the "Second Tier Declaration of Covenants, Conditions and Restrictions for Saddle Brook" as recorded on July 20, 2006 in Guilford County Real Estate Book 6568, Pages 691-724 as the official record.