

# Seven Gates Homeowner's Association Handbook

**April 1, 2024 (Revision 9)**



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# Ownership, Insurance, Management and Maintenance

## Ownership

Details of condominium ownership can be found in the Amended and Restated Declaration of Condominium (further referred to as Declaration/Declarations) – a document that is found on the property manager’s website. Below is a high-level summary of the information contained in the Declaration. Please remember that the most current Declaration and any amendments 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 second story ceiling and the 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 also own the windows, garage door, and the HVAC units, as well as the hot water heater associated with your Unit.

## Common Elements

You also own an allocated interest in the Common Elements of the Condominium Association. Please consult the Declarations 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, 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 but are not limited to:

- Doorsteps;
- Stoops;
- Exterior doors;
- Patios and porches with the exception of 3 units in which they are a part of the unit (see the Declarations for the unit numbers);
- The storage areas accessible through a Unit over the garage;
- Chutes, flues, ducts, wires, pipes, and conduits that serve only your Unit

Please consult the Declarations 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. Even though you do not own the Limited Common Elements, you are responsible for maintaining them.

## **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 or repair of individual Units if there is damage to the unit that breaches the Unit as defined in the Declarations. 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 incident** for replacement/repair of property damage. The Association is responsible for this deductible on the Units.

**Personal Policy** – the Association requires that Unit Owners obtain an HO-6 policy to cover damage such as fire and water damage to a Unit that does not breach the Unit and the personal property within the Unit and on porches and patios such as furniture, clothes, kitchen supplies, etc. The

Association recommends that each Unit Owner consult their insurance agent to assist them in determining an adequate amount of coverage to maintain for property and liability coverage 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 Governing Documents, 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 that are not Limited Common Elements as described in the

Declarations are the responsibility of the Association and the Unit and Limited Common Elements as described in the Declarations 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 (Maintenance Responsibility List) is located on the Management Company website. For any items not included on the list, please contact the Management Agent to discuss.



# Governance and Finance

## Governing Documents

The Association was established by and operates under two legal documents – the Declaration and the Bylaws and Articles of Incorporation – 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 the Seven Gates community as a Condominium and identified Units and Common Elements. 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 by a 70% majority vote. Changes to the Declaration may only be made by a 90% majority vote until July 19, 2026 when they may be changed with a 75% majority vote.

Copies of the Declaration and the Bylaws are also available on the Management Company's website.

## The Board of Directors

The Association is governed by a 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 usually 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 themselves 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 Board of Directors the power to create and modify rules/regulations for the Association. 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. The Board requests that the Unit Owner report the tenant's contact information to the Management Agent. Violations of the bylaws, rules or regulations by the Unit Owners, their guests or their renters subject the Unit Owner to the **Violations and Enforcement** section of this handbook.

## **Annual Meeting**

At the annual meeting, a summary of the year's activities is relayed 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 via mail and email at least 10 days in advance of the meeting (14 days for the meeting to ratify the annual budget), with notification of any other business that will transact at the meeting and a proxy to return to establish quorum 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, curbing, 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 30 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 website 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 sixty-seven percent (67%) of the association's 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 or wood mulch 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 issues, please contact the Management Agent.

The Association may also have a Landscape Management 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 Landscape Modification Request form to the Management Agent who will pass it to the Design Review Committee for review. The Design Review Committee will approve or disapprove the request based on their guidelines for the neighborhood. See Management Company website 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. Unit Owners are responsible for maintenance of Limited Common Elements.

## 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, as this is City of Greensboro property.

## Streets

The streets in Seven Gates are private. However, the city maintains the asphalt paving of the streets. 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 has currently identified several committees – Design Review, Landscape Management, Handbook, Social and Newsletter – that may operate when volunteers agree to staff these committees. 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. The Board of Directors may identify and appoint additional committees from time to time based on the needs of the community. Below is a description of each committee’s responsibilities.

### ***Design 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. No changes will be approved that extend beyond the existing footprint of the unit (as shown on Guilford County recorded plat). 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 Design Review Committee for approval. Both of these forms can be found on the Management Company website.

This committee is also responsible for approving any plantings by Unit

Owners that are not automatically approved by the Landscape Guidelines located on the Management Agent website. To request the approval of a planting, please forward the completed Landscape Modification Request form to the Management Agent who will forward to the Design Review Committee for approval. This form, along with Landscaping Guidelines, can be found on the Management Company website.

### ***Landscape Management Committee***

This committee is responsible for landscape related oversight and recommendations that affect our community. This includes: overseeing day to day work by service providers to our community; making suggestions of plantings and plant related materials for long term sustainability; making recommendations for consistency on matters affecting multiple homes; reviewing homeowner complaints about plants; and notifying our Management Company of community matters needing attention, such as a tree limb down.

### ***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 or questions about the handbook, please contact the Management Company.

### ***Social Committee***

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

**Any exceptions to these policies and rules should be requested through the Management Agent. Exceptions are not approved unless provided in writing by the Management Agent. The Board of Directors is the only body that has authority to provide an exception or change a rule.**

### 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 antennas are not permitted, satellite dishes are allowed, subject to the approval of the Design Review Committee. See Management Company website for "Satellite Dish Specifications" form.

## **Architectural or Landscaping Changes**

The Declaration specifies that alterations to the exterior of a unit, or landscaping alterations to the common areas, require the advance approval of the Design Review Committee who reviews the Unit Owner's written request. See the Management Company website 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: installing new HVAC equipment or generators; replacing an exterior door; garage door replacement or painting; installing a satellite dish, a storm door, hand rails, or window screens; or planting trees, shrubs or flowers in common areas. See the **Heating and Air Conditioning Lines** section for more information on replacement of existing HVAC units.

Additionally, Unit Owners may not make improvements or alterations to the interior of the Unit that may impair the structural integrity of the building housing the Unit or lessen the support of any portion of the building housing the Unit. For this reason, the Board requests that all interior alterations that involve construction also be submitted to the Design Review Committee for review.

## **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***. Likewise, for changes to existing, or installation of new, exterior electrical outlets, lighting fixtures and vents, refer to this same section.

## **Firearms**

Firearms of any type should not be discharged in the neighborhood common areas. This includes BB guns, air guns and paint ball guns.

## **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 no larger than 14" by 20" 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 planting beds. Display in any other part of the Common Elements must be submitted to the Design Review Committee for approval.
- Flagpoles cannot be placed in the Common Elements or attached to the exterior structure of the Unit.
- 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.

## **Garage Doors**

Garage doors are the responsibility of the Unit Owner. Garage door replacements should be submitted to the Design Review Committee for review and approval.

Painting of garage doors must be requested by completing and submitting a form on the Management Agent's website agreeing to and following the procedure outlined on the form.

## **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 **Management Company website** for the Architectural Modification Request form.

## **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 of the current year and must be removed no later than January 8<sup>th</sup> of the following year.

## **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, providing instructions to the neighborhood maintenance or landscaping personnel

without permission, 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. Additionally, employees of the Association or its professional managing agent shall not be sent off the condominium premises by any Owner at any time for any purpose. No Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association or the managing agent.

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 costs to return the common elements to their original state.

## **Leasing of Your Unit**

Units may be leased but a lease may not be for a term less than thirty (30) days. Owners intending to lease their unit are requested to provide the Management Agent and the Board of Directors with an alternate address and phone number and the name and phone number of the tenants residing in the unit. 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**

Every unit has four dedicated parking spaces, two in the garage and two in the driveway. Those are the assigned parking spaces to each unit. Unit Owners should park their vehicles in their garages and driveways as a rule. Parking outside of those spaces is generally prohibited.

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, the marked no parking areas, or streets if parking on the street is necessary for a short period.

Additionally, to ensure that emergency vehicles can safely enter and exit the neighborhood, cars should never be parked across from each other

on both sides of the street. Cars parked in the cul de sac should be front into the curb. Unit Owners are responsible for ensuring their guests follow these parking rules.

Exceptions may be made by the Board of Directors to accommodate special circumstances, such as physical condition of resident/guest that impacts their ability to access a vehicle, moving, or sending/receiving deliveries that require garage or street access, but such exceptions are to be short term. Exceptions will not be granted because a vehicle will not fit in or cannot pull into a dedicated parking space for a unit.

If a Unit Owner anticipates that they or a guest will need to park on the street for more than one night, they can make a request to the Board for an exception through the Management Agent. The Board will establish a time limit for any parking beyond one night. Unit Owners are responsible for their guest's behavior in the neighborhood and must ensure that no litter, loud music, engine noise, or any other intrusion emanates from their or their guest's vehicle.

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 and Enforcement** section for enforcement information. In addition to fining, violations of this section shall constitute a nuisance and, in addition to all other remedies available to it at law and in equity, the Association shall have the right to remove the offending vehicle from the Common Elements upon the commission of a second offense by an Owner, his family, guests, invitees and lessees. The cost of such removal and any storage fees shall be the responsibility of the Owner and the guest, invitee and lessee. The costs and fees described in this section shall be deemed to be assessments as set forth in the Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in the Declaration for the enforcement and collection of delinquent assessments.

As a courtesy to other neighbors, it is suggested that you notify your neighbors if you will have a significant number of guests parking in the neighborhood.

## **Pest Control**

Unit Owners should be vigilant and contact the Management Agent if they see an opening in a Unit 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 of the buildings against pests, and for any damages inside

(except for that caused by termites). During construction all Units 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.

## **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. Additionally, invisible fences are not allowed in any common area.

**Pet owners are required to immediately clean up after their pets, regardless of the location.** In addition, pet owners should ensure 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.

Pet food should not be left outside.

## **Planting Beds**

The Association is responsible for the ongoing weeding and distribution of bed coverings in all plant bed areas, as well as pruning of trees and shrubs maintained by the Association 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 and any replacements installed 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 **Management Company website - Landscaping Guidelines**) and obtain approval as stipulated in these guidelines.

## **Plumbing and Sewer Lines**

To keep the sewer lines clear, please use common sense of 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 or sewer lines leading from the Unit, the Unit Owner should only continue making the repairs in an emergency situation. Otherwise, the Unit Owner should contact the Management Company 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. The Association is responsible for maintaining the retention pond to prevent sediment build-up, stagnant water, etc.

## Signs

No signs larger than 2'x2' may be displayed on the property at any time. Signs may not be attached to the buildings, windows, mailbox or any other structure.

Only the following signs are permitted:

- a. *Alarm Company* signs may be a maximum of 1'x1' 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 2'x2' 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 2'x2' and must be in front of the Unit Owner's unit and not in the grassy areas. There can be a maximum of two (2) signs 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 2'x2'. 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. Signs must be removed upon completion of work.

## **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 19 miles per hour.

## **Storage**

No items may be stored on porches or patios, in the planting beds, on driveways or sidewalks, or in front of crawl space doors. Instead, they must be stored within the Unit, including the garage. Garbage cans must be stored in garages or inside brick enclosures specifically created to store the garbage cans (see section on "Trash").

## **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; bulk trash is picked up 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. They may be placed on the street no earlier than the night before pick-up and must be removed 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. Removal of 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 accommodations (such as Airbnb or Vrbo), or commercial purposes, or for any activity deemed offensive, illegal or harmful.

## **Vehicles**

No unlicensed or untagged vehicles shall be parked within the Seven Gates community. All vehicles parked on the Seven Gates community streets and driveways must display a valid license plate. No car covers are allowed on cars parked outside of garages. No maintenance or repair work to any type of motor vehicles shall be conducted on the Common Elements. Mopeds or other motorized bicycles must be kept in garages at all times.

## **Violations and Enforcement**

A unit owner may be fined as 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. The Board through the Management Company shall accord the Unit Owner charged with the violation notice of the charge. The Board or an adjudicatory panel appointed by the Board will then offer the Unit Owner an opportunity to be heard to present evidence in their defense and will provide the Unit Owner a notice of their decision. Any fine established hereunder by the Board shall be an assessment against the Unit Owner charged with the violation and a lien

against said owner's Unit, subject to all provisions and enforcement of Article 19 of the Declaration.

Violations of the Bylaws, Declarations and rules and regulations can be reported by any Unit Owner to the Management Company. 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.

### **Wild Animals**

Unit Owners are prohibited from feeding wild animals or stray animals in the neighborhood. The only exception to this is bird or hummingbird feeders. Unit Owners must properly maintain their bird feeders or remove them.

### **Window Air Conditioners**

Window air conditioning units are prohibited.

## Window Replacements and Screens

Window units are the responsibility of the Unit Owner to replace and maintain. Replacements must be approved by the Design Review Committee. Window screens are not allowed in 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. All front windows in finished areas of the unit, excluding ½ moon and transom windows, must be fitted with window treatments including but not limited to drapes, shades, blinds or shutters. All outward facing window treatments must be white or off-white. 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 **Management Company website**) and must be maintained by the Unit Owner. 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 and Enforcement** 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: [Robin.lmgmt@gmail.com](mailto:Robin.lmgmt@gmail.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, excluding the Limited 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.

Units and Limited Common Elements must be maintained by the Unit Owners.

The Management Company website contains a Maintenance Responsibility List. For any items not included on the list, please contact the Management Agent to discuss.

## **Architectural Modification Request Form**

The Architectural Modification Request form 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 Company website. The form should be submitted to the Management Agent for review by the Design Review Committee. Unit Owner 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 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 Company website. The form should be submitted to the Management Agent for review by the Design Review Committee. Unit Owners 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 should be used to make a request for a landscape modification including any plantings that are not automatically approved by the Landscape Guidelines located on the Management Agent website, 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 Company website. The form should be submitted to the Management Agent for review by the Design Review Committee. The Design Review Committee will approve or disapprove the request based on their guidelines for the neighborhood. Unit Owners 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.