Greene's Crossing Association, Inc.

Community Rules and Regulations

Whereas Article VIII of the By-Laws of the Greene's Crossing Association, Inc. empowers the Board of Directors of the Association to "adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof"

The Board of Directors of Greene's Crossing Association, Inc. has adopted the following rules and regulations at Greene's Crossing Townhomes. Each Association member is authorized under these regulations to report, in writing, any infraction made by another member to our management company's community association manager.

A. As used herein, the word "member" shall mean and refer to any owner of a townhome at Greene's Crossing, or as the context may require, any assignee or lessee of any member and shall include the masculine, feminine, neuter, singular or plural as the context shall require.

B. All members and invited guests as well as any other persons who might lawfully be entitled to use the grounds or facilities of Greene's Crossing Association, Inc. are subject to its By-Laws; Declaration of Covenants, Conditions and Restrictions; and the Community Rules and Regulations adopted and published by the Association's governing Board of Directors.

C. Any member choosing to lease their townhome must provide the managing agent with an alternate address and phone number, as well as the phone number(s) of the tenants residing in the member's townhome and the length of the lease. The homeowner is responsible for notifying the lessee of all rules, regulations and restrictions. Homeowners are responsible for any infractions made by their guest, agent or lessee and shall be responsible to the Association for any violations.

D. Enforcement: The Board of Directors may assess a fine against any member for any violation of its By-Laws; Declaration of Covenants, Conditions and Restrictions; and the Community Rules and Regulations adopted and published by the Association's governing Board of Directors. If deemed necessary in enforcing any of the governing documents, the Association may seek legal remedies in a court of law. All costs incurred, including legal and administrative fees, shall be the responsibility of the offending homeowner.

E. The Board of Directors at their regular meetings shall consider assessment of such fines as outlined in the N. C. General Statute 47F-3-107.1 "The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs.(1)

F. If an imposed fine is not paid within thirty (30) days, a claim of lien may be filed against the property. If the lien remains unpaid, the Association may proceed with foreclosure against the property in order to satisfy it.

Managing Agent

The Board of Directors contracted with Lambeth Management to work with us in managing the community. They are responsible for handling owner payments and collections, paying association bills, inspecting for violations, and overseeing our contractors. Our Community Association Manager is Monica Konate and she can be reached by phone during regular operating hours at the main number (336) 288-4944, or via email at monica@lambethmanagement.com.

The regular operating hours are Monday-Thursday 9 AM - 5 PM, and Fridays 9 AM - Noon. You may register to access our community web portal at <u>lambethmgmt.cincwebaxis.com</u> to view your account, make online payments, enter exterior maintenance work orders or architectural change requests, and to access all of the Association's governing documents.

Association Dues, Fees and Collection Policy

The fiscal year of the Association is the same as the calendar year. A budget is prepared by the Board of Directors each fall in coordination with our Managing Agent. Association dues are based on the operating needs of the Association for the coming year and for capital reserve funds necessary for major future expenses such as painting, paving, roofing and other common area replacements or improvements.

Association dues are payable on the first day of each month and may be prepaid. A late payment fee of \$20.00 will be charged if monthly association dues remain unpaid as of the last day of the month in which they are assessed and a past due statement will be sent to the homeowner.

If an owner's account remains unpaid after 60 days, a collection letter will be mailed to the homeowner with 15 days to respond with payment or intention of payment.

If an owner's account remains unpaid after 90 days, a Demand Letter will be sent from the Attorney that gives 30 days for the homeowner to pay or dispute the balance due. All collection costs from this point will be charged to the homeowner's account.

If an owner's account remains unpaid after 120 days, and no contact has been made from the homeowner following the Demand Letter, the Attorney will file a Claim of Lien against the owner's townhome. Foreclosure and Sale of the property at auction will be the final steps taken to collect all monies due to the Association.

Conduct

Quiet, orderly behavior is expected of all members and their guests at all times. Residents shall abide by the City of Greensboro Noise Ordinance. When needed, residents are encouraged to call the Greensboro Code Compliance at (336) 373-2111 to complain about noise ordinance violations.

This ordinance prohibits anyone from making unreasonably loud, disturbing noises caused by:

- Pets or animals causing frequent or continuous noise.
- Motor vehicles creating loud, unnecessary noise.
- Loudspeakers or amplifiers used for commercial purposes.
- Radios, sound producing or amplifying devices that annoy or disturb, particularly between the hours of 11:00 PM and 7:00 AM

Common Areas

Members may not use the common areas or concrete walkways for the placement of their personal property. Examples include, but are not limited to: bird feeders, outdoor furniture, solar lights, flower pots, yard art, flags, storage bins, sheds, ladders or any other miscellaneous items.

Members may not use the common areas for the planting or growing of flowers, trees, shrubs, or other vegetation.

NO feeding of wild animals in the common areas will be tolerated as it attracts rodents and snakes. Bird feeders cannot be located outside of an owner's fenced rear lot or deck.

There is absolutely no driving of vehicles on grass. Any loading or unloading of furniture, appliances, landscaping materials, construction materials, or debris are to be done by way of the homeowner's front entrance or carried to the rear of their property.

Onsite repair work to personal vehicles is limited to minor work such as changing a tire, replacing a battery, wiper blades, etc.

Littering is prohibited. Paper, empty cans or bottles, cigarette butts and other similar items should be disposed of properly, not thrown in parking spaces, roads, or other common areas.

Members shall not post any advertisements or notices of any kind in or on the common area, including the mail kiosks, except as authorized by the Board of Directors.

The cost to repair damage to the common area caused by a member or their lessee, guest, or vendor will be billed to the member's account.

<u>Child/Play Guidelines</u>

Parents or Guardians assume all responsibility for monitoring and safeguarding their children's safety. Toys and play equipment shall not be left in common areas when not in use.

<u>Grills</u>

North Carolina State Fire Codes prohibit the use of all open flame charcoal or gas grills within ten (10) feet of the building.

No grills are to be left in the common area. All grilling is to be in the rear of your home.

Pest Control

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

The Association carries external termite coverage on the buildings. Buildings were initially treated for termite protection after construction. The termite coverage includes an annual termite inspection for each townhome's exterior and crawlspace and re-treatment for termites if required.

<u>Pets</u>

Residents keeping domestic animals must abide by the ordinances and sanitary regulations of the City of Greensboro, Guilford County and the State of North Carolina.

- Only traditional household pets such as dogs*, domesticated cats, birds and fish will be permitted. No farm animals, reptiles, or zoo-like animals will be permitted. **No traditionally known aggressive dog breeds will be permitted, including, but not limited to: pit bulls, rottweilers and dobermans.*
- All damage to Association property caused by a pet is the sole responsibility of the pet owner or the homeowner if the pet owner is a renter. The cost of any repairs to the common area or property due to damage caused by a pet will be billed to the member's account.
- No animal shall be kept or bred for commercial purposes.
- No pets are permitted to run at large. All pets must be kept restrained, on a leash, or under the owner's control at all times per City of Greensboro ordinance.
- Pet owners shall pick up and dispose of all solid pet waste immediately. This applies to the common area as well as the owner's lot. Do not allow your pet to urinate on grass or shrubbery as it may damage or kill it.
- Any pet that disturbs the neighbors, creates excessive noise, is allowed to run freely, is aggressive to people, destructive to property, or when the owner fails to properly dispose of waste, may be declared a nuisance.

Compliance Procedure

If a pet is being offensive, the offended party should first talk with the pet owner and request correction. If the offense continues, written details should be submitted to the management company's community association manager explaining the offense, time, place, pet description, pet owner and address.

Snow Removal Policy

Since snow events vary greatly, snow removal decisions are made on an event by event basis.

If snow accumulation is predicted to be 3 or more inches and the temperature has not been above freezing for at least 3 previous days, the sideways and roadways will be treated with ice melt or similar compound.

If snow accumulation is 3-5 inches and temperatures are forecast not to exceed freezing within 24 hours after the snowfall has stopped, the roadways are to be plowed.

If snow accumulation is 6 inches or more, the roadways are to be plowed regardless of temperature.

Parking

Whereas Article II, Section 3 of the Declaration of Covenants, Conditions and Restrictions of the Greene's Crossing Association, Inc. declares:

<u>Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2)</u> <u>automobile parking spaces for each Lot</u>, which shall be as near as and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon the parking area. The Association shall permanently assign one (1) vehicle parking spaces for each Lot.

- All lots shall have one permanent and one temporary assigned space. For the three-story units, the permanent parking space for each unit will be the area immediately behind/adjacent to the garage door for that townhome, whether the pavement is marked or unmarked.
- Vehicles parked by members, their guests or vendors in another member's assigned parking space could be towed without notice at the owner's expense. Members are encouraged to resolve parking infringements directly with the car owner. If unable to do so, please provide car and driver details to the Association management company.
- Members of the Association may assign their parking spaces to other members of the Association so long as the Association is notified in writing of any such assignment.
- Parking spaces designated as VISITOR are to be used by a resident's visitors or vendors only and not for use by residents who own more than two (2) vehicles.
- Any vehicle occupying a visitor parking space for more than 48 hours is subject to being towed at the owner's expense.
- Do not park vehicles in front of mailbox kiosks, fire lanes, fire hydrants, along curbs, on grass, or in roadway. Illegally parked cars could be towed without notice at the owner's expense.

Vehicles

- An approved vehicle is defined as an operative automobile, non-commercial truck, passenger van or motorcycle. Inoperable, wrecked or unlicensed vehicles are not permitted to be parked or stored in your assigned parking or common areas.
- Commercial vehicles (other than those temporarily onsite for community or home maintenance repair or other service providers), furniture vans (except when moving in or out), trailers, boats, jet skis, ATVs, RVs and tractor-trailers are prohibited from being parked or stored in your assigned parking or common areas.
- Residents whose personal vehicle is work-related may park or store it in their assigned parking spaces or in common areas unless it is over-sized. Over-sized is regarded as being too high to clear the entrance of a residential garage or too long or wide to fit within a single enclosed garage.
- Non-complying vehicles may be towed at the owner's expense.

Exterior Appearance

Members shall keep glass, screens, windows and doors in good repair. New or replacements shall be of equal quality, color and size.

Members must maintain any pickets, railings, fences, decks, and balconies existing on their lot in good repair. Members must not allow any climbing flowers, shrubs or vines to grow upon the building surfaces, gutters or downspouts. The Association has the right to remove any tree or shrubbery on a member's lot that prohibits the Association from fulfilling its maintenance responsibilities or that may cause damage to the structure. All porches, balconies, decks, patios and fenced/enclosed areas are to be kept in a neat, clean, sanitary and orderly condition.

NO clothesline or similar items will be allowed on the exterior portion of any townhome or common area. NO television or radio antennas, air conditioning units or any other machinery that may attach or protrude through the windows, exterior walls or roofs will be permitted.

Exterior Changes

No member shall cause any improvements or alterations to be made to the exterior of their townhome without the prior written permission of the Board of Directors and/or a duly appointed Architectural Control Committee.

Requests for exterior changes should be directed to our management company's community association manager. The manager will refer your request to the Board of Directors and/or a duly appointed Architectural Control Committee.

Exterior changes include, but are not limited to: painting; installation of replacement windows, storm windows or doors, exterior doors, and light fixtures; wiring for electrical, internet or telephone installations; or for any other purpose that may attach to or protrude through the windows, exterior walls or roof of the townhome.

Additionally, no awnings, rooms, walls, sheds, decks, arbors, fences or any other structures shall be placed on, nor erected upon the property, until the plans and specifications showing the nature, kind, shape, height, material, harmony of external design, and location in relation to surrounding structures has been submitted in writing for review and approval granted in writing.

Exterior Lighting Specifications

In order to maintain the **traditional** design appearance of the community, the following guidelines will be used in the approval of an owner's ACC request for exterior lighting replacements:

The size of the fixture should fall within 10% plus or minus of these dimensions: 13" Height 7" Width

Fixture colors should be Polished or Antique Brass, Black or Aged Bronze, or similar. In addition, the color of the front porch fixture should match the color of the light fixture of your neighboring unit that shares the same exterior paint color/design as your unit.

The following are examples of fixtures that are traditional in design that are available for purchase at Lowes or Home Depot:

Progress Lighting Burlington 1-Light 12.87-in H Antique Bronze Led, Outdoor Wall Light Item #955350 Model #P6615-20 Depth: 7.75" Height: 12.87" Width: 7"



Craftmade - Frances 1-Light 13.75-in H Oiled Bronze Outdoor Wall Light Item #1606020 Model #Z6004-OBO 1 Depth: 9" Height: 13.75" Width: 6.25"



Craftmade - Briarwick 1-Light 12-in H Textured Matte Black Outdoor Wall Light Item #3713773 Model #ZA3004-TB 1 Depth: 7.88" Height: 12" Width: 6.75"



Design House - Augusta 1-Light 13.75-in H Polished Brass Outdoor Wall Light Item #1260981 Model #501692 1 Depth: 8.5" Height: 13.75" Width: 5.5"



Item #1260981 Model #501692 1 Depth: 10.5" Height: 14" Width: 7.75"



Home Decorators Collection - Brimfield 12.75-in H Aged Iron 1-Light Outdoor Wall Lantern Sconce Item #1260981 Model #501692 1 Depth: 8.88" Height: 12.75" Width: 7"



Portable Storage Containers

After requesting and receiving approval from the Board of Directors, a portable storage container such as PODS or PACK-RAT is permitted to be placed in one of your designated parking spaces for a period of up to seven (7) days. No extension of this time period will be permitted without prior approval.

<u>Trash</u>

Trash pick-up for the community is scheduled weekly by the City's Solid Waste Manager. Trash containers may be placed at curbside no earlier than 7:00 P.M. the day before collection and must be removed by 7:00 A.M the day after collection.

If you have a disability or difficulty moving your residential trash container to and from the curb, contact the City's Contact Center at 336-373-CITY (2489).

When not placed at curb for collection, trash containers are to be stored at the rear of each unit.

Items that should never be put in your trash container include:

- Yard waste
- Household hazardous waste, such as paint, gasoline, antifreeze, and batteries. Take these items to the HHW Collection Center at 2750 Patterson Street.
- Electronic waste, such as televisions, laptops, printers, and phones. Take these items to the HHW Collection Center at 2750 Patterson Street.
- Tires
- Wooden pallets