

# WATERSIDE DRIVE LONDONDERRY TOWNHOME ASSOCIATION

C/o Pindell-Wilson Property Management Company

## RULES & REGULATIONS

(Revised January 2017)

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1. **GENERAL:** In accordance with Article VIII of the Bylaws, the Board of Directors has established the following rules and regulations which are designed to make living at Londonderry pleasant and comfortable for each member of the Association. The restrictions that the Board imposes upon the members are for the mutual benefit of all. The cooperation and consideration of each member is vital. General questions and concerns should be reported to the Management Company or the Board during normal hours, 8:30 a.m. thru 5:00 p.m. Emergencies should be reported immediately to Management Company at 919-676-4008.
  2. **ANNUAL ASSESSMENT (DUES):** The Annual Assessment is established by the Board of Directors and/or owners under the provisions of Article VI of the Declaration and Article XII of the By-Laws. The Annual Assessment may be paid in equal monthly payments by the owners who make timely payments. The Assessment is due and payable between the first and last day of each month. Any owner who is in arrears for one or more months will be subject to the association's collection process. Late payments may subject the delinquent owner to: (a) \$20 late fee for each month there is an unpaid balance; (b) attorney fees; (c) collection costs; (d) a lien on the property which may result in foreclosure proceedings through the Wake County Courts.
  3. **VIOLATIONS:** The Board, as authorized under the Bylaws, Article VIII, Section 1, may impose penalties/fines for the infraction of any of these rules and regulations. Residents are expected to notify the management company if a violation is observed.
  4. **ALTERATIONS:** Contact Pindell-Wilson and request a Londonderry Exterior Change Form. No exterior alterations, additions, or change of any type to any building or grounds area is permitted without the prior written consent of the Board of Directors. A request must be made in writing to the Board for approval. The Board may or may not approve the request. A written reply to requests will be made within thirty days after the monthly Board meeting following receipt of the request. Should an unauthorized alteration be made, the Board may impose a fine and/or restore the property to its previous status (if possible) and subsequent costs will be charged to the homeowner. Should the homeowner fail to pay these costs, a lien will be filed as described in the preceding section under Item 2, "Dues."
  5. **AUTOMOBILE REPAIRS:** Minor vehicle repairs (oil changing, tire changing, sparkplug replacement, etc.) are allowed; however, major repairs (engine overhaul, transmission repair, brake replacement, rear end repairs, etc.) are not allowed. Any damage, including oil spills, to the

parking lot or any grounds area is the sole responsibility of the homeowner. Vehicles are not allowed on jacks or blocks longer than it takes to do the minor repair, but never for more than 24 hours.

6. **CLOTHESLINES:** Outside clotheslines are not allowed at Londonderry.
7. **COMMON AREAS:** Every homeowner/tenant should protect his interest in the common area. Please do not abuse these areas by littering or restricting the enjoyment of these areas in any way. (See also Item 16)
8. **DAMAGE:** Any damage to the exterior of any building, fence, or common property by the owner/resident, or by a member of the owner's/resident's household or by a guest of the owner/resident or by a worker/vendor employed by the owner/resident shall be charged to the responsible owner/resident. The Association may repair the damages and charge the cost of repairs to the owner responsible for the damage. NOTE: Damage includes, but is not limited to, clogged sewer lines due to pouring/flushing inappropriate items down the drain/toilet. Please do not pour any type of grease or oil down the drain. Please do not flush anything other than toilet paper and human waste down the toilet.
9. A. **EXTERIOR ANTENNAS:** No outside antennas of any type allowed.  
  
B. **SATELLITE DISHES:** Satellite dishes less than 1 meter in diameter are allowed to be installed on the direct property of the owner and not in common areas. The preferred location for satellite dishes is in the rear of the home on the roof or deck. When possible avoid mounting satellite dishes onto the vinyl siding. Please make every effort in conjunction with your satellite provider to have the dish installed in a visually pleasing location, so not to detract from the appearance of the community. All exterior wiring must be professional in appearance and must be secured to the building in a neat and orderly fashion. The HOA is not responsible for leaks and other damaged caused by the installation of a satellite dish.
10. **FIREWOOD:** Keep all wood or other debris away from the building siding and foundation. Firewood must be kept within the patio/deck area (not directly against a wall due to termite or other insect hazard.) Do not stack firewood on the grass. Owner/tenant should treat the wood to deter insects. (See Item 8 and Item 23).
11. **HAZARDS:** The discharge of firearms, fireworks, or any other noise-making device is not permitted at any time within the boundaries of Londonderry.
12. **INSURANCE:** The Association does not provide insurance for the residential units. Fire and hazard insurance to cover the dwelling is the owner's responsibility as per the Londonderry Restrictive Covenants. The owners must carry sufficient fire and hazard insurance to cover the current replacement value of the dwelling. The Association does provide common property liability insurance. It is recommended that all owners in the same building carry insurance coverage with the same company. It is also recommended that tenants carry the appropriate insurance to cover the replacement value of their property.

13. **MAILBOXES:** Federal Law prohibits any unauthorized entry of mailboxes. Any person in violation will be reported to the Federal Postal authorities. Residents are expected to notify the management company if a violation is observed.
14. **NOISE:** Being thoughtful of one's neighbors is especially important in a community such as Londonderry. Loud noises from televisions, stereo equipment, musical instruments, annoying pets, and other disturbances should be avoided at all times, especially between the hours of 11:00 p.m. and 8:00 a.m. If a homeowner is disturbed by a loud noise, he should first attempt to notify the disturbing party. If the disturbing party is uncooperative and the problem is severe, then the local law enforcement agency should be contacted. The management office should be contacted the next business day.
15. **PARKING:** Two parking spaces are numbered and assigned to each town home unit. Owners / tenants must use **ONLY** the two spaces designated for their unit. Parking spaces designated as 'VISITOR' are for use by guests, on a first come / first serve basis.  
All vehicles parked on Londonderry property must show current registration (license tags) and be in operating condition. Vehicles not in compliance are subject to being towed, at the vehicle owner's expense.  
Parking violations include but are not limited to: parking in non-paved common areas; parking on the grass; parking in non-marked paved areas; and, double parking.  
Parking for recreational vehicles, boats, campers and trailers is located on Loch Laurel Lane, adjacent to the creek near the dumpster. This parking area is reserved only for Londonderry homeowners that reside in their unit. Rental property owners and their tenants or guests cannot use the RV parking area. These spaces are limited to 1 space per unit at any one time and on a first come / first serve basis only.  
**\*\* PARKING OF COMMERCIAL VEHICLES IS PROHIBITED IN LONDONDERRY, UNLESS WRITTEN APPROVAL IS GRANTED BY THE HOA BOARD OF DIRECTORS.**
16. **PETS:** All pets on Londonderry property shall be kept on a leash and under control of their owner at all times. Pets shall not be allowed to run free, disturb, annoy or otherwise interfere with residents and their guests. Any inconvenience, damage, excrement or unpleasantness caused by any pet shall be the responsibility of the owner. In compliance with City Ordinance #12-3011 Section C, dog owners must clean up after their dogs - i.e., pet owners must pick up and properly dispose of pet waste; pet waste must not be left anywhere on Londonderry grounds. Pet owners determined in violation can be assessed a fine of \$50 for each instance where they fail to clean up after their pet and to properly dispose of the waste.

**You may report violations of the City's pet ordinances to Animal Control telephone (919) 996-1449. You should be prepared to produce evidence of violation.**

17. **PLANTING:** The area within your patio may be planted at your discretion so long as it is not unsightly or damaging to the property. This area should be kept neat and clean at all times and is the responsibility of the owner/resident. Planting outside this area is not permitted without written permission from The Board. A request for planting must be submitted in writing. (See Item 4, Alterations)
18. **RENTERS:** All renters/tenants must comply with the rules, regulations, and By-Laws of the Association and should be properly informed of the responsibilities by the owner of the unit. Any damage done by the renters shall be charged to the respective unit homeowner. Violations of these Rules and Regulation by tenants may result in fines or penalties against the owner.
19. **SNOW & ICE REMOVAL:** The Association will have sand/salt spread on the hills of Loch Laurel Lane, Highcastle Court and at the Millbrook entrance to Plumbridge Court. This work will be done after the snow/ice subsides, and consistent with similar actions taken by the city. The steps and walks will be the responsibility of each individual owner/resident. Cat litter is suggested for steps and walkways so vegetation will not be harmed. **Do not use Salt** because it is detrimental to vegetation and masonry. (See Item 8)
20. **SPEED LIMITS:** For safety reasons, the speed limit on any street within Londonderry shall not exceed 10 miles per hour. Special attention should be exercised when driving to insure the safety of all residents.
21. **TERMITE INSPECTIONS** and other infestations: An annual termite inspection is conducted as a service to owners but does not relieve the owner of responsibility to have termite protection for any repairs required. Active termites are sprayed during the inspection. A termite letter is sent to each owner where an inspection problem is determined. Other infestations (ants, carpenter bees or beetles, spiders, fleas, etc.) should be treated as needed by the owner or the owner should hire an exterminator to treat the problem. (See Item 3 and Item 8)  
**\*\*Home owners must provide access for the termite inspections**
22. **TOYS:** Bicycles, toys, and so forth must not be left in the common areas or in the way of ground maintenance. No playground equipment of any kind is allowed. Children must exercise caution and restraint when riding bicycles or push toys within the private streets of our community. Reasonable supervision of children by a responsible adult must be exercised at all times when children are playing on the common grounds. Parents assume the risk of all such activities. **Skateboarding is not allowed on the community streets.**
23. **TRASH & GARBAGE:** Report violations to Pindell-Wilson immediately. Londonderry Dumpsters are for household trash and garbage only. Allowable items must be placed **IN** the dumpster. Any others objects, i.e. furniture, building materials, doors, mattresses/box springs, tires, windows, wood, etc. are not allowed in or around the dumpsters. Batteries and other chemical waste must not be placed in or beside the dumpsters as it violates State Law. Owners must properly dispose of their own debris. Contact the city (831-6522) to determine the most convenient Yard Waste or Household Waste Disposal locations for you. The cost to correct these violations is the specific unit owner's responsibility. Notify Pindell-Wilson (676-4008) immediately if you see a resident leaving materials outside the dumpster or leaving materials that is prohibited in the dumpsters. Also, notify Pindell-Wilson if you see non-residents using a

Londonderry dumpster. Give Pindell-Wilson the time, location, description, and vehicle license number of any non-resident you see using Londonderry dumpsters on Highcastle, Loch Laurel, or Plumbridge. **VIOLATORS ARE SUBJECT TO FINES.**

24. **WINDOW AIR CONDITIONERS:** Window air conditioners of any type are not allowed.
  25. **WINDOW COVERING:** Temporary window coverings may be used for a period of no longer than 30 days, after which the owner/tenant is expected to have normally acceptable permanent window coverings, such as blinds, shades and/or curtains. Exterior view of blinds, shades and/or curtains must be maintained in good condition. All window covering must be neutral in color. No signs of any type are permitted in the windows at Londonderry.
  26. **WATER:** Water & Sewer lines between the unit and the meter servicing that unit are the responsibility of the owner.
  27. **DECKS, FENCES & PATIOS:** As the owner enjoys sole benefit and enjoyment of the area, the rear deck and patio is not considered common area. All deck and patio repair and maintenance is the responsibility of the homeowner. The rear deck and patio area must be kept safe, neat & clean and free of any trash or debris. All rear areas must be kept in a state of good repair and remain visually pleasing to the community. Maintenance and repair of fences and patios is also the responsibility of the owner and not the association.
  28. **ANIMALS, LIVESTOCK, POULTRY:** No game, fowl, livestock, poultry, chickens, roosters, ducks, pigeons, rodents, and other non-domesticated animals/pets are allowed in Londonderry. Under no circumstances will any type of living creature be kept or stored outside of the townhome. No outdoor cages, pens, or crates of any type are allowed. Indoor pets such as small lizards, snakes, guinea pigs, fish, etc. are allowed.
- \* In accordance with chapter 47-F of the NC Planned Community Act, Failure to adhere to the above Rules & Regulations of Londonderry may result in a fine issued against the property owner.**

## OVERALL OWNER/TENANT RESPONSIBILITIES

*\*Residents are expected to notify Pindell-Wilson if a violation is observed and/or there is any other incident or problem that the Board or Management Company should be aware of.*

There are a few routine things that each resident can do to keep the expenses down and improve the appearance and attractiveness of the complex. Please do not put mattresses and other large items by the dumpsters, as they will not be picked up. The HOA must then hire someone to get rid of the items. Also, please keep the other residents in mind when you walk your dog and report violations. (See Item 16, Pets) Judicious guidance of your dog and/or cleanup will be greatly appreciated by your neighbors. As you go about your daily activities, please avoid littering, and please pick up any debris on the ground. These neighborly duties require very little effort on your part, but collectively can make a big difference in the appearance of the complex.

### LONDONDERRY HOMEOWNERS ASSOCIATION HOMEOWNERS AND ASSOCIATION RESPONSIBILITIES

	<u>Association</u>	<u>Homeowner</u>
<b>Common Area (Grounds)</b>		
Maintenance, repair & improvements	X	
<b>Chimney Flue &amp; Fireplace</b>		
Maintenance & repair		X
<b>Doors (including French, storage, and sliding)</b>		
Maintenance & repair		X
Painting (scheduled)	X	
Other than scheduled		X
<b>Electrical</b>		
Service to electric meter	CP&L	
Service from meter to house		X
All wiring from meter including panel & inside house		X
Cable TV and phone connections		X
<b>Exterior building surfaces</b>		
Maintenance & painting (also see "Glass Surfaces")	X	
<b>Fences</b>		
Patio - maintenance & repair		X
All rear fencing & decks		X
<b>Gas (Natural)</b>		
Gas main to gas meter	PSNC	
From gas meter to and including house		X
<b>Glass Surfaces</b>		
Maintenance & repair of windows, doors, door & window casings, door and window sills, door & window locks		X
Storm doors		X

	<u>Association</u>	<u>Homeowner</u>
<b>Gutters &amp; Downspouts</b>		
Maintenance, Replacement, Repair & Cleaning	X	
<b>HVAC (Heating &amp; AC Equipment)</b>		
Maintenance & repair including lines, ducts, drains, condensers, compressor & electrical connections		X
<b>Interior Damage</b>		
Repair to ceilings, walls, carpet, floors, underside of house etc., caused by leaking roofs, siding, or foundations/walls, or from ground water		X
Interior damage from stopped up sewer lines.		X
<b>Mailboxes</b>		
Supports & boxes	X	
Lock and Key services		X
<b>Negligence</b>		
Negligent damage to grounds, building or any common areas		X
<b>Nuisances</b>		
Removal or extermination of rodents, birds, squirrels, insects, woods destroying insects, (termites) etc.		X
Repair of termite damage		X
<b>Patio Areas</b>		
Concrete Repairs		X
Maintenance of plants & shrubs		X
Repairs due to negligence		X
<b>Decks</b>		
Repair or Replace damaged/rotted wood		X
Painting or Staining		X
Pressure Washing		X
Maintenance		X
<b>Plumbing System</b>		
Water Line from main to meter	X	
Water Line from meter to house		X
Water lines under and within walls of townhouse		X
Sewer line main	X	
Sewer line from main to house and including house		X
Outside water faucets		X
Water heater & equipment		X
<b>Roof</b>		
Covering (shingles) maintenance & repair	X	
Sheathing & framing (under shingles)		X
Interior damage from roof leak		X
<b>Screens</b>		
Window & Door (maintenance, repair/replacement)		X

**Trees, Shrubs, & Plantings**

Maintenance in common areas

**X**

Maintenance & replacement in patio areas

**X**