

Cureton Townhome Association, Inc.

C/O Cedar Management Group, LLC

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Cureton Townhome Rules & Regulations and Violations Process and Fines

From: Cureton TOA Board of Directors

Bill Dubé, chair

Chesson Seagroves, secretary

Carol Wheeler, member-at-large

To: Cureton Townhome Owners

The 2018 TOA Board of Directors,

- along with the recommendations of various other Townhome Owners Associations along with Cedar Management Company,
- the Cureton Townhomes Architectural Review Committee: Ellen Shake, chair; Maureen Cerino, Debbie Hanks, Carol Wheeler, TOA Board Member-at-Large
- and with the review, edits and approval of Chris Karrenstein, attorney, have approved the attached:
 - Rules & Regulations
 - Policy Resolution Relating to Violation Processing & Fines
 - Schedule of Fines

The Board has agreed to extend a grace period to all owners of one month, to read the Rules & Regulations and the companion documents AND to bring your property into compliance by March 17, 2018. Violations reviews will occur monthly starting no sooner than March 17, 2018.

CURETON TOWNHOME OWNERS ASSOCIATION, INC

Policy Resolution #1: Policy Resolution Relating to Violation Processing and Fines

Effective: 3/15/18

WHEREAS, Cureton Townhome Owners Association, Inc. (“Association”) is empowered to exercise all of the powers, duties and authority vested in or delegated to this Association by provisions of the Bylaws, Articles of Incorporation, and the Declaration of Covenants, Conditions and Restrictions, and other state and federal laws.

WHEREAS, Article VII, Section 4 of Cureton Townhome Owners Association, Inc. Declaration of Covenants, Conditions, and Restrictions states that the Homeowners’ Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges.

WHEREAS, Article 47F-3-102 Section 12 of the North Carolina Planned Community Act and North Carolina House Bill 1541 state that the Association may impose reasonable fines or suspend privileges or suspend services provided by the Association for reasonable periods for violations of the Declaration of Covenants, Conditions & Restrictions, Bylaws, Architectural Guidelines, and landscape and other rules of the Association.

WHEREAS, there is a need for the Board of Directors to give direction regarding the process associated with the enforcement of the Covenants, Conditions and Restrictions, Bylaws, Architectural Guidelines, and landscape and other rules of the Association, and the action of imposing fines against Lots that are in violation of each.

WHEREAS, it is the intent that this policy be applicable for the processing of violations of the Covenants, Conditions and Restrictions, Bylaws, Architectural Guidelines, and landscape and other rules of the Association and the imposing of fines against Owners of Lots that are in violation. This resolution will be in effect from the date listed above until it is rescinded, modified or amended by a majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted by the Board of Directors regarding the process of enforcement of the Covenants, Conditions and Restrictions, Bylaws, Architectural Guidelines, and landscape and other rules of the Association.

1. Any Owner of a Lot that is in violation of the Covenants, Conditions and Restrictions, Bylaws, Architectural Guidelines, or landscape or other rules of the Association shall be issued a violation notice by the Association’s Management Company, Architectural Control Committee, or a rules committee of the Association. The notice will identify the nature of the violation and specific provision of Declaration, Bylaws, or rules and regulations that the offending activity violates.
2. For certain violations, the Owner will be mailed a Friendly Reminder Notice indicating a specified number of calendar days to correct the violation. After the specified numbers of days have elapsed, a re-inspection of the Lot will be performed by the Association’s Management Company, Architectural Control Committee, or a rules committee of the Association to determine if the violation has been corrected.
3. If the violation has not been corrected, the Board of Directors, its Attorney or Management Company, Architectural Control Committee or rules committee shall issue the Owner a Final Notice of Violation, indicating a specified number of calendar days to correct the violation. After the specified numbers of days have elapsed, a re-inspection of the Lot will be performed by the Association’s Management Company, Architectural Control Committee, or a rules committee of the Association to determine if the violation has been corrected.
4. If the violation has not been corrected, the Board of Directors, its Attorney or Management Company, Architectural Control Committee or rules committee shall issue the Owner a hearing notice to appear before the

Board of Directors, Architectural Control Committee or rules committee ("Hearing Panel") to discuss the violation and offer any explanation or evidence regarding the alleged violation.

5. An egregious violations may immediately trigger a hearing notice to the Owner, in which case the violation notice also serves as the hearing notice.
6. The hearing notice to the Owner will be postmarked at least 10 calendar days prior to the hearing date and mailed via regular and/or certified mail. The hearing notice will specify the violation, the date, time and location of the hearing and the requirement that if the Owner intends to bring a third party representative to the hearing, the Owner must notify the chairman of the Hearing Panel of that fact at least two days prior to the scheduled hearing date.
7. In lieu of attending the hearing the Owner may, no later than 2 days prior to the hearing date, submit written information to the chairman of the Hearing Panel or Management Company to be considered by the Hearing Panel at the scheduled hearing. If the Owner fails to appear at the scheduled hearing and provides no written information by this deadline, the Hearing Panel will rule on the matter based solely on information provided by the Association's Management Company, Architectural Control Committee, or a rules committee of the Association.
8. At the hearing, the Owner will be given up to 10 minutes to present his/her position to the Hearing Panel. Up to 10 additional minutes will be allowed for Hearing Panel members to ask questions of the Owner. A member of the Hearing Panel will monitor and enforce these time limits. At the conclusion of the hearing, the Hearing Panel members will reconvene and decide by a majority vote of its members in attendance as to whether the Owner of the Lot is in violation and, if in violation, levy the appropriate fines.
9. The Board of Directors, the Association's Attorney or Management Company shall send a written notice to the Owner communicating the results of the hearing.
10. Fines will be levied according to the Violation Fine Schedule listed as Exhibit A to this Policy Resolution. Fines will begin to accrue within a specified time frame from the date of the written notice communicating the results of the hearing to the Owner. The Owner may avoid the daily fine if 1) the violation is corrected and the Hearing Panel Chairman receives written notification from the Owner of that fact within the designated time frame and 2) correction of the violation is subsequently verified by the Association's Management Company, Architectural Control Committee, or rules committee of the Association. However, even if the violation is corrected within the time frame, the Hearing Panel may still impose the initial fine for the violation.
11. Fines will accrue according to the Violation Fine Schedule until (1) the violation is corrected, (2) the Owner notifies the chairman of the Hearing Panel in writing of the correction and (3) the Association's Management Company, Architectural Control Committee, or a rules committee of the Association verifies the violation has been remedied. Once verified, fines will be terminated effective with the received date of the Owner's letter notifying the chairman of the Hearing Committee the violation has been remedied.
12. Under North Carolina law, violation fines become an assessment. Failure by the Owner to pay fines will be handled according to section NCGS 47F-3-107 of the North Carolina Planned Community Act. which govern unpaid assessments. A lien may be filed securing payment of past due fines and the lien may be ultimately foreclosed.
13. If the Owner engages the services of an attorney to represent him/her at the violation hearing and/or subsequently as part of this violation fine process, and as a result the Hearing Panel deems it is in the best interest of the Association to refer the matter to its Attorney, if the Hearing Panel finds the Owner in violation, any attorney fees incurred by the Association will be charged to the Owner.

- 14. The Board of Directors, at its discretion, has the right to modify this process in response to circumstances affecting the Owner or Hearing Panel.
- 13. The Board of Directors, in its sole discretion, upon recommendations from the Hearing Panel, may suspend daily fines for equitable and mitigating circumstances during any period during which an Owner is unable to cure a violation due to circumstances out of the Owner's control.

APPROVED: William Dubé  Date 02/13/2018
President 11:40 AM EST

Chesson Seagroves  Date 02/13/2018
Secretary 11:10 AM EST

SIGNATURES ON FILE

SAMPLE HOMEOWNERS ASSOCIATION, INC.
EXHIBIT A
SCHEDULE OF FINES

Violation	Subsequent Fine Amount	Fine Frequency
Lawn Maintenance Violations (i.e. Unkempt lawn, failure to mow the lawn, weeds)	\$50.00	Per Week
Architectural Violations (Unapproved ARC Change or Failure to submit for ARC Change)	\$100.00	Per Day
Exterior Maintenance Violations (i.e. shutters, painting, unkempt appearance, pressure washing)	\$50.00	Per Month
Nuisance Violations	\$50.00	Per occurrence/day
Garbage Receptacles unscreened	\$25.00	Per occurrence/day
Animals	\$25.00	Per occurrence/day
Unapproved use of common area	\$25.00	Per occurrence/day
Satellite violation	\$25.00	Weekly
Sign violations (contractor signs, garage sale signs after day of sale)	\$25.00	Per occurrence/day
Improper storage	\$25.00	Per occurrence/day
Improper vehicle (i.e., trailer, RV)	\$100.00	Per Week
Recreational Equipment improperly stored	\$25.00	Per occurrence/day
Animal violations, including improper pet enclosures	\$25.00	Per occurrence/day



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Townhomes Rules & Regulations

Rules and Regulations exist in order to uphold property values and to define and clarify ambiguous or unclear terms, conditions and restrictions defined in the Covenants, Conditions and Restrictions [Declaration or CCRs]. The Rules and Regulations are intended to supplement the CCRs and not to contradict or change the intent or meaning of the CCRs. Rules and Regulations governing the general use and enjoyment of the community property may also be adopted. The Board of Directors reserves the right to create, modify or delete Rules and Regulations as necessary.

Enforcement unless otherwise limited by the terms and provisions of the Act, the Association shall be authorized to impose sanctions for violations of this Declaration, the Bylaws, or the Rules and Regulations. Sanctions may include reasonable monetary fines not to exceed \$100.00 per day and suspension of the right to vote and to use any facilities within the Common Area after Notice and Opportunity for Hearing. In addition, the Association, through the Board, after Notice and Opportunity for Hearing, shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner Lot in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall have the power to seek relief in any court for violations of this Declaration, the Bylaws or the Rules and Regulations or to abate nuisances.

Unless the specific context clearly requires otherwise, the Board of Directors of the Association and the Architectural Review Committee as delegated by the Board shall have the sole and complete discretion to determine whether or not any item herein is in keeping with the overall scheme and aesthetics of the Property and whether or not a violation of these Rules and Regulations has occurred, unless such determination clearly contradicts the specific provisions set forth herein.

Any capitalized term used herein shall be given the definition set forth in the Declaration or Bylaws of the Association, unless the context clearly requires otherwise.

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Townhomes Rules & Regulations

COMMON AREAS

Common Areas are defined as any area outside a Lot, meaning all real property owned by or held in trust for the benefit of the Association for the common use and enjoyment of its Members. Spaces visible from the Common Areas will be considered an area of inspection for Covenant Violations.

1. Pets

- 1.1 No animals, livestock or poultry of any kind shall be kept or maintained on any portion of the Property or in any home except that household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, that they do not create a nuisance [in the judgment of the Board], such as, but without limitation, by number, noise, odor, damage or destruction of property or refuse, and further provided that they are kept and maintained in compliance with all laws and ordinances of applicable governmental authorities relating thereto.
- 1.2 In no event shall more than a total of 3 dogs and/or cats be kept on any Lot except for newborn offspring of such household pets which are under 9 months in age. The Board may prohibit or require removal of any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference with the peaceful enjoyment by other Owners of their Lots, and the security measures taken by the Owner with respect to such animal, the Board, after affording the Owner of such animal Notice and Opportunity for Hearing, deems to be undesirable, a nuisance or safety hazard. Any animal that has bitten, injured or attacked another animal or any person is prohibited on the Property and may be removed from the Property by the Board in its sole discretion.
- 1.3 All pets must have proper vaccinations and licenses.
- 1.4 Pets shall be restrained on a leash at all times when outside a unit, and must be accompanied by the pet owner or obligated caregiver. Pets are not permitted to be unattended or tied up in the Common Area, or any space visible from the common area at any time. Pets enclosed in a fenced back yard may be off leash, but may not be left unattended. Pets are not allowed to be tethered in a back yard unless that back yard has an HOA approved fence.
- 1.5 Pet owners must immediately clean up after their pet and dispose of the pet waste in appropriate receptacles.
- 1.6 Porches, patios and courtyards or any space visible from the Common Area shall not be used as animal control areas. Any pet that is determined to be, in the sole discretion of the Board of Directors, an unreasonable nuisance to the neighborhood due to the excessive noise or odor, shall be subject to removal from the neighborhood. Outdoor pet houses are not allowed, unless enclosed inside a fenced back yard.
- 1.7 Pet owners are responsible for any damage to Common Areas or buildings [house, garage, etc.] or to any other real or personal property of the Association or of an Owner, his guests or invitees that is caused by their pet[s]. Any necessary repairs shall be made by the Association and assessed to the Owner.
- 1.8 In the event that any pet belonging to any Owner's tenant, guest or invitee is in violation of the Rules and Regulations herein, any applicable violation fines may be assessed against such Owner.



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Townhomes Rules & Regulations

2. Outdoor Décor

2.1 Front Porch & Back Patio [without a fence]

All **non-seasonal** outside décor on patios and front porches visible from Common Areas must be in keeping with the overall scheme and aesthetics of the Property. Acceptable items include, but are not limited to, standard patio furniture, outdoor rugs, patio umbrellas and plant pots/stands. Unacceptable items include, but are not limited to, wind chimes, folding lawn chairs, folding table chairs camping/athletic chairs, statues and furniture intended for interior use. An Architectural Change Request [ACR] form [downloadable at Cureton website] must be submitted along with photo for review and approval of any questionable items.

All **seasonal holiday** décor must be removed *within 5 days* after conclusion of holiday. *Christmas and other December holiday decorations, including lights, may be placed on Lots from the weekend of Thanksgiving of each year through January 15th of the following year.*

2.2 Front Porches

- May not be used as a storage area for any items.
- Décor may not detract from the appearance of the building and be in good condition.
- Must be in keeping with the overall scheme and aesthetics of the Property.
- Must be kept tidy by Owner. This means clean with minimal décor and free of clutter.
- No front porch area shall be enclosed.
- The addition of any ramps or railings to the front porch must be made via submission of an ACR [Architectural Change Request] form and are at the sole discretion of the ARC [Architectural Review Committee] and the Board.
- Prohibited items may not remain on front porch when not in use and include, but are not limited to, recreational items, toys, tools, clothing, folding/camping/lawn/beach chairs and furniture intended for inside use.

2.3 Backyard & Back Patio [without fence] and Backyard & Back Patios [with a fence]

- Backyards, courtyards or patios visible from Common Areas may not be used as storage area for any items.
- Décor may not detract from appearance of the building and be in good condition.
- Must be in keeping with the overall scheme and aesthetics of the Property.
- Must be kept tidy by owner. This means clean with minimal décor and free of clutter.
- No front porch area shall be enclosed.
- Potted plants and flowers visible from Common Areas [includes alleys] must be healthy and in good condition.
- Planting pots visible from Common Areas [includes alleys] must be aesthetically acceptable, as determined by the ARC.
- At no time during use may any grill be closer than 6 feet to any structure. Grills must be stored in an acceptable manner when not in use. Any damage caused to Property from use of a grill will be repaired or replaced at Owner's expense.
- Exterior saunas, spas, and/or hot tubs are not allowed.



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- Residents shall not hang to dry, any item in any area visible from any Common Area, except temporarily such as towels, bathing suits after pool use and these must be removed at the end of each day.
- No lines or poles may be hung on the exterior or any building.
- No exterior shades, pergolas, awnings, window guards, ventilators, or air conditioning devices shall be used in or about the buildings, Common Areas, patios, yards, or private courtyards. Exceptions must be requested via submission of an ACR [Architectural Change Request] form and are at the sole discretion of the ARC [Architectural Review Committee] and the Board.
- Patio enclosure requests must be made via submission of an ACR [Architectural Change Request] form and are at the sole discretion of the ARC [Architectural Review Committee] and the Board.

2.4 Backyard Fences

- Fences must be pre-approved prior to installation via submission of an ACR [Architectural Change Request] form, and when approved must follow guidelines #7.01 on page 17 of the Cureton Townhomes CCRs.
- No items shall be hung from the courtyard fences that will be visible from Common Areas [or outside of the fence], including but not limited to, lights, flags, plants/vegetation, awnings, art, laundry or umbrellas. Seasonal holiday lights are allowed, but must be removed following conclusion of the holiday, as set forth in Section 2.1, above.

3. Building Exterior

- 3.1** No items may be attached or affixed to any portion of the outside of the building covered by siding. Items hung to any wooden portion on the building exterior must be pre-approved prior to hanging via submission of an ACR [Architectural Change Request] form and are at the sole discretion of the ARC [Architectural Review Committee] and the Board.
- 3.2** No items shall be stacked or stored against side of garage, shed or home which are visible from Common Areas [includes alleys].
- 3.3** Storm/screen doors are allowed but design style and color must be pre-approved prior to installation, via submission of an ACR [Architectural Change Request] form, and when approved, must be installed by a professional or in a manner acceptable to the Board in its sole discretion. Unapproved storm/screen doors and door hardware must be removed at owner expense. Door hardware must be brushed nickel.
- 3.4** Fences must be pre-approved prior to installation via submission of an ACR [Architectural Change Request] form, and when approved must follow guidelines #7.01 on page 17 of the Cureton Townhomes CCRs.
- 3.5** Front porch ceiling light fixture must be shallow (no more than 7 inches) and flush to ceiling such that it is barely and/or not visible from street. Any chandelier fixture either hanging by a chain or fastened to porch ceiling without it's chain is prohibited.
- 3.6** Window tinting on rear facing windows must be pre-approved prior to installation via submission of an ACR [Architectural Change Request] form. Dark and mirrored windowing tinting will not be approved. NV25 with Carolina Premier Window Films is an acceptable tinting once preapproved by the ARC [Architectural Review Committee] and the Board.



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4. Exterior Landscape & Exterior Décor

- 4.1** Unless otherwise specified or approved in writing by the ARC [Architectural Review Committee], no exterior landscaping changes or decorative objects [included, but not limited to bird houses/feeders, trellises, statues, etc] are allowed in bark mulch or lawns visible from Common Areas [which includes alleys], **except for school, military, causes [depending upon topic] or seasonal flags/banners no larger than 12 ½ inches wide and 18 inches long and seasonal decorations, all in good condition.** This includes, but is not limited to, brick pavers, edging stones, stepping stones and decorative stone. Without limitation, “good condition” is defined as being without stains, tears, frays, chips, cracks, holes, rot, mold, mildew, sun damage, and being unbroken, untattered, not color faded and not bleached. The Board shall have sole discretion in determining acceptable condition hereunder.
- 4.2 Solar Lighting**
- Must be made via submission of an ACR [Architectural Change Request] form and are at the sole discretion of the ARC [Architectural Review Committee], and the Board.
 - Must be standard white lighting only with bases that are in keeping with the overall scheme and aesthetics of the Property. Colored, blinking or rotating solar lights are not allowed in areas visible from Common Areas.
 - Replacement of solar lights and security system signs damaged by landscaping crews are at the Owner’s expense. The landscaping crew will take reasonable precaution to avoid damaging said items.
 - Owners must keep solar lights propped straight and remove or replace nonfunctioning ones immediately.
- 4.3** Planting pots are allowed on patios visible from Common Area as long as pots are decorative and in good condition. Plants and pots must be well maintained and in keeping with the scheme and aesthetics of the Property. The black/green/terra cotta temporary plastic containers many plants are purchased in are not acceptable décor. See Section 4.1 for definition of good condition.
- 4.4** No decorative items, including, but not limited to, flower pots, figurines/statues, poles with hooks, handheld flags, bird baths and feeders, lawn and garden decorations may be placed on the lawn or in bark mulched areas visible from the front and sides of the property **except for school, military, causes [depending upon topic] and seasonal flags/banners no larger than 12 ½ inches wide and 18 inches long and seasonal decorations, all in good condition.** Front door wreaths are allowed and must be seasonally appropriate and aesthetically acceptable in keeping with the aesthetics of the Property in the sole discretion of the Board.
- 4.5** Vehicular traffic on lawn or landscaped areas is not permitted. The expense to repair areas due to repeated foot or vehicular access will be assessed to the Owner causing said damage.
- 4.6** External fire pits and fireplaces are prohibited in all areas.
- 4.7** It is the responsibility of the Owner to water grass, plants, trees and landscaping on it’s Lot.



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5. Maintenance

- 5.1 Most exterior maintenance is the responsibility of the Association. Refer to the guidelines #6.01 and 6.02 on pages 15-16 of the Cureton Townhomes CCRs. However, Owners are responsible for conducting basic **visual** inspections of the exterior condition of their home including, but not limited to, paint, caulk, sealants, gutters, concrete, vents, decks, patios, fences, front entry areas, garage doors, water spigots, doors, windows and roofs. Report damage or concerns to the management company by calling 704.644.8808 or emailing maintenance@mycmg.com
- 5.2 Normal fence maintenance and repairs are at the Townhome Owners Association expense if your unit does not have a garage. This means your fence was part of the original build of your unit. If your unit has a garage that means your fence was installed after the TOA was established [not part of the original build] and therefore maintenance is at owner expense.
- 5.3 Damaged window screens must be replaced/repared at Owner expense to their original state within 30 days.
- 5.4 Damage to garage doors and garage door trim must be repaired/restored at Owner expense to their original state within 30 days.
- 5.5 Interior objects, such as stain glass windows, window decorations, décor placed on window sills, etc, may not interfere with the exterior aesthetic of the Unit. Owners are responsible to maintain the overall uniform appearance of the windows, blinds, and all window treatments. Objects should not be hung from front facing windows or placed on front facing window sills if they will be visible from Common Areas or streets. Seasonal holiday items are acceptable, but must be removed following conclusion of the holiday.
- 5.6 Owners are responsible for maintaining inside temperatures through the cold season in order to avoid freezing of pipes. If damage from breakage of frozen pipes occurs, Owners are responsible for any damage done to their unit and any affected units.
- 5.7 No owner shall dispose of any paint, oil, or other similar materials/toxins in storm drains or other portions of the Common Areas or Property.
- 5.8 Owners are responsible for removing car fluid stains from alley or street pavement.

6. Trash & Recycling

- 6.1 All refuse must be placed in the trash receptacle provided by the City of Waxhaw. This is the only approved container to be used. No other containers, recycle bins or trash receptacles are allowed. Call the City of Waxhaw at 704.843.7439 to request replacement bins for damaged ones or for additional bins. Information can also be found at <http://www.waxhaw.com/138/Trash-Collections-Recycling>
- 6.2 Owners are responsible for picking up any trash and recycling that falls out of their bins and/or the trash/recycling truck.
- 6.3 Trash and recycle bins may be placed by the curb after 6pm the night before pickup and must be returned by the end of the pickup day.
- 6.4 All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the owner for removal and shall not be charged to the Association [such as but not



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limited to, furniture, appliances, carpet, boards, large toys, bikes, electronics]. These items must not be placed curbside for removal and must be stored in home, garage or storage shed until disposed of by owner. For a complete list of trash and recycling items that can and cannot be picked up go to <http://www.waxhaw.com/DocumentCenter/View/1065>

- 6.5** No dumping of **ANY** items in Common Areas which includes the embankment along the East side of Sunset Hill Road. Items prohibited from dumping are, but not limited to, yard debris, plants, flowers, dirt, Christmas trees, pumpkins, hay bales, food and pet waste. Owners who do so are responsible for cleaning up any disposed material and may be called to a hearing with possibility of fines up to \$100/day as per N.C.G.S. 47F-3-102(12).

7. Signs

- 7.1** Owners may place one (1) sign indicating that a security system exists on the property.
- 7.2** Stickers are prohibited on windows except for those indicating pets, medical emergency and alarm systems and are to be placed in the bottom corner of the unit's window. Seasonal holiday stickers are allowed on windows but must be removed following conclusion of the holiday as set forth in Section 2.1.
- 7.3** All other signs in windows and on property are prohibited, including, but not limited to, political and college signage, except as set forth in Section 7.4, below.
- 7.4** A political sign, defined as a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on a public election ballot, may be displayed on an Owner's Lot no earlier than forty-five (45) days before and no later than seven (7) days after an election day so long as any such political sign is limited to a maximum dimension of twenty-four (24) inches by twenty-four (24) inches and is limited to one (1) sign in number. However, this proscription on political signs shall not be more restrictive than any ordinance of either Union County or the Town of Waxhaw which regulates the size and number of political signs on residential property.
- 7.5** No one other than the Association is allowed to place any political or other sign on any Common Area, easement, right-of-way or property owned by others.

8. Flags

- 8.1** United States of America or North Carolina flags are allowed of a size no greater than four (4) feet by six (6) feet, but must hang on a flag pole attached to the wooden column on the exterior of the building. Contact the ARC [Architectural Review Committee] if hanging clarification is needed. Flags must be kept clean and neat in appearance. Flags that are torn or dirty must be removed or replaced.
- 8.2** Installation of any flag pole or staff in a location other than described in 8.1 must have the written approval of the ARC [Architectural Review Committee] and Board.
- 8.3** Other flags or banners visible from Common Areas [includes alleys] are prohibited unless the Owner has received the written approval of the ARC **except for school, military, causes [depending upon topic] and seasonal flags/banners no larger than 12 ½ inches wide and 18 inches long and seasonal decorations, all in good condition. For definition of "good condition" see Section 4.1, above.**



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9. Exterior Lighting & Seasonal Lighting

- 9.1 The Association shall be responsible for Common Area lighting. The Owner shall maintain all lights controlled by an interior switch, including replacing the light bulbs for these lights.
- 9.2 No additional installation of light poles, security lights, or landscape lighting is allowed unless approved in writing by the ARC [Architectural Review Committee].
- 9.3 Exterior fixtures and lighting must be approved in writing by the ARC [Architectural Review Committee], professionally installed and in keeping with the aesthetics of the Property.
- 9.4 Exterior lighting, if hung from backyard fences, must not be visible from outside the fence. Seasonal holiday lights are allowed to be visible, but must be removed following conclusion of the holiday pursuant to the provisions of Section 2.1, above.

10. HVAC Units

- 10.1 Window air conditioning units or window fans are not permitted.

11. Vehicles & Parking

- 11.1 Given that parking spaces are limited, it would be considerate of Owners with garages that have two vehicles to park one vehicle in their garage.
- 11.2 Owners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to alleyways, garages or traffic.
- 11.3 All vehicles shall meet local noise ordinance requirements, including motor, muffler and stereo noise.
- 11.4 No vehicles with car covers are to be parked on the street or visible from Common Areas. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle shall be parked, stored or left on any portion of the Property. The term "commercial vehicle" shall generally exclude government-issued vehicles or automobiles of a type commonly used for family transportation notwithstanding that they may have commercial lettering or logos on their exteriors, provided: no objects, signs, tools, tool racks, or other forms of commercial advertising are attached or affixed to the vehicle and the ARC [Architectural Review Committee] and Board shall have the authority in its sole discretion to make final determinations as to whether a vehicle is a commercial vehicle on a case by case basis. Notwithstanding any other provision above, any vehicle which requires a commercial driver's license to operate and/or has a tonnage in excess of one (1) ton shall be considered a commercial vehicle.
- 11.5 No inoperable or wrecked vehicles of any type are allowed on the Property, either temporarily or permanently. No repairs to any vehicle or other personal property shall be made in parking spaces or driveways except in the case of emergency.
- 11.6 For the safety of residents and to maintain aesthetics, garage doors shall remain closed when not being used for ingress or egress.
- 11.7 No vehicles of any type shall be parked or stored on any sidewalk in the Property or on any part of a Lot other than in those areas improved for that purpose [driveway or parking pad], and all parking and storage shall otherwise comply with all governmental and private rules and regulations, including regulations regarding nuisance and on and off-street parking.



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Townhomes Rules & Regulations

RESTRICTIONS ON THE LEASING OR RENTAL OF LOTS

In accordance with the restrictions contained in the Declaration, no Owner shall lease or rent its Lot except as may be permitted by these Rules and Regulations. The Owners and prospective owners of Lots in owner-occupied communities are able to obtain more varied and flexible financing from federally regulated lenders, and, for this reason and others, the Board deems it in the best interest of the Owners and prospective owners of Lots in this community to restrict the leasing or rental of Lots in Cureton Townhomes. Except in cases of emergency or undue hardship, no Owner shall be permitted to lease or rent its Lot. The Board shall determine instances of emergency and undue hardship on a case by case basis, and such determinations shall be made in the Board's sole and absolute discretion. An Owner who desires to lease or rent its Lot shall submit a written request to the Board, which request shall set forth, among other things, the extraordinary circumstances applicable such Owner's request to lease or rent its Lot. Written requests shall be deemed to be disapproved in the event the Board has not expressly and in writing approved such request within thirty (30) business days of the submission of such request.

No member of the Board shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of a request for lease to any Owner. Each request for lease submitted hereunder shall be reviewed separately and apart from other such requests and the grant of any such request to any Owner shall not constitute a waiver of the Board's right to strictly enforce the Declaration or these Rules and Regulations against any other Owner. In the event the Board grants a request for lease, the Board may impose such conditions or restrictions on the leasing arrangement as it deems appropriate. In all events, if the Board grants a request for lease, the following restrictions shall apply:

- Any Owner who rents or leases his or her Lot to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Lot is occupied by such tenant.
- No Owner shall lease or rent less than an entire Lot and no more than one family shall live on any one Lot, The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than twelve (12) months (unless a lease is executed for a shorter term in connection with the sale of a Lot by an Owner who is to temporarily occupy such Lot following the closing of the sale thereof). Any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Declaration, the Bylaws, and these Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Declaration, the Bylaws, and these Rules and Regulations.
- Owners must provide to the Board in writing such documentation evidencing the leasing arrangement as may be requested by the Board, including, without limitation, the following:
 - (a) the name of the tenant and the Lot rented or leased;
 - (b) the current address of such Owner;



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- (c) a true and complete copy of the leases or rental agreement (financial details may be redacted); and**
 - (d) the certification of the Owner that the tenant has been given a copy of the Declaration, any applicable amendments, the Bylaws and these Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.**
- **In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay annual and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.**
- **In the event that any tenant violates these Rules and Regulations or is in violation of any other governing provision of the Association, the Owner landlord and the associated Lot will be assessed any and all applicable violation fines associated therewith.**