

*Cavanaugh Gardens
Homeowners
Association
Handbook*

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Welcome to Cavanaugh Garden Homeowners Association

We are glad you chose Cavanaugh Gardens for your residence and hope that you will enjoy living here. This booklet has been put together by the Cavanaugh Board of Directors with the aim of answering some of your questions. However, it is not in any way intended to replace or supersede details in the covenants and by-laws.

These documents are included on your welcome package cd and on the community website found under elite-mgmt.com

Please take time to read this handbook to become familiar with the guidelines and the operation of the Homeowners Association.

History

Cavanaugh Gardens is a community of 52 condominium homes and is part of the larger Kildaire farms Planned Unit Development (PUD) which is managed by HRW at 469-8661.

Cavanaugh was built by Thompson Investment Company in 1980. It consists of two phases, Cavanaugh - Lake Pine and Cavanaugh II - Arbuckle Lane. The two are governed by one Board of Directors with three directors for each phase.

**As a homeowner you are a member
of the Homeowners Association.**

Management:

Elite Management Professionals

4112 Blue Ridge Road, Suite 100

Raleigh, NC 27612

Phone: 233-7660

Fax- 233-7661

Address to Mail Coupons

PO Box 97454

Raleigh, NC 27624-7454

Board of Directors

The Board of Directors can consist of six directors, three from each phase. They are elected by association members at the annual meeting to a two year term. A notice of the meeting will be sent to you by Elite Management Professionals.

The board is authorized by the covenants and by-laws to review, approve, and disburse all business transactions for the Association. This includes: preparing the yearly budget, expenditure of funds, contracting for required services, maintenance of buildings and grounds, and any other business or interest relating to the Association.

Board meetings are held quarterly or sooner if needed and you are welcome to attend. You may call Elite Management Professionals for the date and time of meetings. We encourage you to become involved with your Association by attending meetings, offering input and serving on committees.

If you are a renter we welcome you and invite you to be a part of the Association. It is incumbent for you to abide by all Association covenants, by-laws and policies.

Each resident's help is needed to keep Cavanaugh neat and attractive.

The aim and commitment of the Board is to maintain, protect, and enhance the assets of the Cavanaugh Garden Homes community.

Assessments

Each condominium home is assessed a monthly fee for services rendered by the Association. Services included are:

Management fees

Building maintenance and repairs

Grounds maintenance

Insurance:

- Liability insurance on the common areas
- Directors and officers - errors and omissions
- Building hazard insurance

Painting of exterior on a rotating basis

Roofs - repair and replacement

Parking pads

Termite inspections and warranty

Cul-de-sac lighting

Payments are due by the 10th of the month and are made to Cavanaugh Gardens HOA. Payment coupons are mailed to homeowners in late December. New owners will receive coupons within a month of their closing. Homeowners are encouraged to sign up for auto draft which is a free service offered to the community. `

In the event of unexpected expenses a special assessment may be necessary and will be presented to the homeowners for a vote of approval.

Delinquent Assessment Collection Policy

A late notice is sent by the 15th of the month to all who are one month late. Late Fees are \$20.00 per month. If late fees are changed, all homeowners will be notified. The collected late fees can be periodically applied to the principal on the Cavanaugh Garden's vinyl siding loan.

Once an account is 60 days past due, the management company will send a certified collections notice.

Once an account is 90 days past due, it will be turned over to the attorney for collection and the costs will be billed to the owner. If the attorney is unsuccessful, after having sent out a letter, a lien will automatically be filed. If payment is not received, the attorney will proceed with foreclosure with approval from the Board. Collection fees will be charged to the homeowner. Collection fees are subject to change.

Landscaping

Cavanaugh Homeowners Association contracts with Mutch Landscaping for maintenance of the grounds. Their responsibilities include: mowing, edging, fertilizing, pruning shrubs and leaf and debris removal.

You are encouraged to plant flowers, however, anything you plant you must maintain. If you wish to expand beyond flowers prior approval of the landscape committee is required.

Ornamental statues, birdbaths, windmills etc. are not allowed by the master association, Kildaire Farm Homeowners Association.

If you are interested in volunteering or would like to offer landscaping suggestions, please call the management company.

Pets

Cary's leash law requires that both dogs and cats be on a leash when not on the owner's personal property. You must clean-up Poop after you pet. A plastic bag works well. Barking dogs are a nuisance for your neighbors. Please be a good neighbor and eliminate the noise problem.

No dog houses are allowed on outside property.

Pest Control

Cavanaugh contracts with Smith Exterminating Company for a yearly termite inspection, treatment and repairs as needed. If you should suspect a problem with termites, call the management company. All other pest control is at the discretion and expense of the owner.

Note: Firewood or wood of any type must not be stored on decks or near buildings because of possible termite and roach infestation.

Storage

Each condominium has a storage room at the rear of their unit. Trash, boxes, wood, etc. must not be stored on or under the deck or porch. All toys, bikes, recycle bins, trash containers, and other items must be stored as inconspicuously as possible at the rear of your home and out of the way of our landscapers.

Certificate of Insurance

If you need a Certificate of Insurance, you or your mortgage company should contact Carter Glass Insurance Agency, North Hills Plaza, 4421 Six Forks Road, Suite 116, Raleigh, North Carolina 27609. The telephone number is 919-781-1973.

Trash Disposal

Household trash should be in tied plastic bags in a closed trash can (two per household). It will be picked up from the rear of your home on Fridays. Items too large for a trash can should be put out at the Curb in front of your home on Thursday night to be picked up on Friday. Cans of old paint will only be picked up if you have filled it with an absorbent material such as kitty litter. The Town of Cary will not pick up any inside of outside construction debris, carpet, or tires. Appliances such as dishwasher, washers and dryers, etc. are your responsibility. You must call the Town of Cary for a pickup and a service fee will be attached to your water bill.

Yard debris should be either put in reusable containers, paper bags, or securely bundled and placed at the curb in front of your home on Sunday evening for the Monday pickup. No plastic bags will be picked up.

Recycling bins should be placed at the curb for pickup in front of your home on Thursday night to be picked up on Friday. They must be securely bound to keep newspapers from scattering. Remember to retrieve the bins Friday night and store inconspicuously in the rear of your home. Fins not taken in by Friday night will be removed.

Parking

Each homeowner has a cement parking pad for vehicles with a current registration tag. Parking is on the hard surface only, not on grass or natural areas.

No boats, trailers, campers, or old automobiles may be parked in Cavanaugh Garden Homes.

If your vehicle leaks oil, you must use an oil dry substance to prevent damage to the cement.

Street parking is not allowed in Kildaire Farms except for the occasional temporary parking to accommodate short duration requirements during social engagements or loading and unloading.

Parking violators will be towed at the owner's expense.

Architectural Approval

Architectural approval is needed for any changes to the exterior of your home. This includes: fences, decks, painting, doors, decorative items, lattice, additions, etc. Consideration and approval will take place at the next regularly scheduled Board of Directors meeting. A six week time frame should be expected. If extenuating circumstances lengthen the time of approval, the Board of Directors will direct the management company to notify the homeowner.

To Request Architectural Approval obtain a form from the management office. Complete the form and return to the management company. They will forward the request to the Board of Directors. If approved by the Board, It will then be sent to HRW for approval by the Kildaire Farm Homeowners Association Architectural Committee.

Once an Architectural Request has been approved by the Board of Directors, the approval cannot be revised or rejected by a future Board of Directors. Below is a list of guidelines for certain changes. Approval is required for all exterior changes.

Doors- Must be white, tan or match the exterior siding. Doors must be solid without glass or decorative items.

Storm Doors- Must be white, brown or match the exterior siding.

Porches- Must remain the color of the current color and match the siding.

Decks- Stains must be a natural color.

Windows- Only white windows are permitted. Grids must be in the window.

Homeowner Responsibilities

1. **Prompt reporting any repairs that are the responsibility of the Association:** The homeowner must report necessary Association repairs in a timely manner. Delay in reporting needed repairs results in higher costs and, ultimately, higher Association dues. All homeowners of rental properties are required to inspect their property and report any necessary repairs to the Association at least once a year or upon notification that a repair problem exists.
2. The homeowner is responsible for any damage caused to the front porch during the moving process and is cautioned to take extreme care that no damage occurs to the front porch from moving van ramps used in the loading and unloading process. This includes exterior portions, excluding vinyl coverings
3. Interior of Unit.
4. All glass surfaces - windows and sliding doors, including glass and screens.
5. Doors (Doors (including shed doors and under the house storage doors).
6. Exterior lighting - porch lights.
7. Heating or air conditioning units or any feeder lines to them.
8. Architecturally approved fences and the fenced in areas.
9. Approved changes to the exterior.
10. Flower bed planted by the homeowner.
11. Inside and outside insect control except termites.
12. Ice and snow removal necessary for convenience or safety.
13. Window boxes or damage to structure on which they are attached or placed.
14. Maintenance and repair of dryer venting.
15. Chimney flues and fireplaces.
16. Damage to landscape caused by improper parking by family, employees, guests, etc., or by auto repairs, oil spill, negligence, etc.
17. Pipes, wires, conduits and other facilities for the furnishing of utilities and others services to the units, that are within the unit itself, but not including those inside the non-structural, non-load bearing walls, electrical outlets installed in or on a wall surface.

Association Responsibilities

1. Building exterior - painting and maintenance.
2. Roofs - repair and replacement including attic air vents and fans.
3. Decks/'porches/steps/railings - repair and replacement.
4. Maintain existing gutters/down-spouts including cleaning twice yearly.
5. Grounds maintenance - grass, shrubs, trees.
6. Parking pads - repair and maintenance unless caused by homeowner negligence.
7. Outdoor street lighting - under contract with Progress Energy.
8. Mailboxes/posts - repair and replacement.
9. Animals within the building in areas such as attics, exterior walls, and crawl spaces.
10. Inside damage caused by outside leaks or failures.
11. Maintenance only of the caulking and flashing around doors and windows.
12. Repair/ replace insulation under the condominium unit or in the attic.
13. Pipes, wires, conduits and other facilities for the furnishing of utilities and other services to the units, including those inside the non-structural, non-load bearing walls, but not those otherwise within a unit.

Satellite Dish Policy

1. The Federal Communication Commission (FCC) has ruled that owners in a condominium association cannot be prevented from having a satellite dish on their limited common areas (i.e. deck porch, patio, property where the owner has exclusive-use). Satellite dishes installed on common property or common elements are not permitted unless the Board explicitly permits the installation.
 2. The Board approved blanket variances allow the installation of satellite dishes subject to the following conditions:
 - A. Satellite dish will be no larger than one meter (39.37 inches) in diameter.
 - B. Subject to reception capabilities, the antenna shall be mounted in a location as unobtrusive as possible. The resident will be required to sign an indemnification agreement to reimburse the association for any personal injury or damage relating to the antenna installation, including building, roof or landscape repairs. A licensed and insured professional contractor should install all satellite dishes.
 - C. All wiring between the antenna and the unit must be buried or tacked along the trim or behind the downspouts. The satellite dish, its mounting hardware and all related visible wires and cables, will be painted to match the surrounding structure. The dish should not be attached to the vinyl siding.
 3. Additional unit owner responsibilities:
 - A. The unit owner is responsible for removing the antenna when necessary to allow the association clear access to the area for maintenance purposes. For example, the antenna should be removed during painting or any repairs so it does not interfere with the work. The satellite dish will be installed in such a manner to minimize any safety hazards to maintenance staff accessing the area to perform tasks necessary for maintenance of the property, such as weeding and watering.
 - B. The unit owner will be responsible for removing the dish and restoring the area to its original condition when the unit is sold unless the new owner accepts, in writing, the responsibility for continued maintenance of the dish.
 - C. The unit owner will be responsible for immediate repair of any damages caused by the satellite dish at the time damage occurs.
 4. Any violation not corrected within notices will result in a fine as is provided by law.
- Any variance to this policy will be submitted in writing to the Board of Directors for approval before any installation takes place.

Building Maintenance Policy

The Association shall maintain, repair and replace all parts of the common areas and facilities, whether or not located within the perimeter walls of the unit, the cost of which shall be charged to the Unit Owners as a common expense.

As stated in the Declaration of Cavanaugh Garden Homes Condominium and Cavanaugh Garden Homes Condominium II, 6. Unit Description...

Each unit owner is the sole owner of the following portions and areas of his respective unit:

All damage must be reported immediately. Failure to do so will result in the repair being the Homeowner's responsibility. Each Homeowner will be required to complete a form detailing any needed repairs and submit to Elite Management Professionals (at least annually). Failure to submit this form will require the Homeowner to complete any necessary repairs.

All of that area between the top of the sub-floor and the bottom of the ceiling joist and between the inside face of the studs of the exterior walls except interior load-bearing walls (exclusive of wall coverings such as sheetrock, tile, etc.) and including, without limitation, all items such as sheetrock, floor carpet, vinyl floor coverings, ceiling tile, bath tile, non-load bearing and non-stress bearing partition walls, doors, electric switches, plumbing fixtures, electrical sockets, electric switches, heating and air conditioning units serving only one unit, water heaters, ovens dishwashers, disposals and other built-in appliances of whatever nature, cabinets, grills sinks, lavatories and pipes and wiring which are inside a unit and which are not located within a load-bearing wall. All such appliances and equipment which serve more than one unit shall be a part of the common areas and facilities. If any mechanical system servicing only one unit is located outside of the unit, it shall nevertheless be the sole property of the unit owner.

Therefore, each owner shall maintain, repair and replace at his or her expense all portions of a unit which become in need thereof, including all drywall, molding and paneling; bathroom and kitchen fixtures; light fixtures; wall, ceiling, and floor covering materials; matting, carpeting, and drapes; heating and air conditioning systems serving the unit, wherever located; lighting fixtures and electrical receptacles serving the unit, wherever located; non-structural, non-load bearing interior partition walls; pipes, wire, conduits, and other facilities for the furnishing of facilities and other services, located within the boundaries of the unit; and other items within the unit. Each unit owner will maintain, repair, and replace, when necessary, all windows and doors and storm windows and doors, which are a part of his/her unit.

Any and all maintenance which is the responsibility of the Association will be provided under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The Board or its agent will decide when a situation requires remedy. Non-emergency repairs may be delayed for budgetary reasons.

The Association will not be responsible for interior damage resulting from exterior failure due to the normal wear and tear. If the repair is a result of an insured damage covered by the condominium Association policy, the Association will be responsible for repairing the damage only to the limit of the insurance payment. The homeowner will be expected to file a claim under his/her insurance when applicable and sharing of expenses not covered by insurance will be addressed by the Board of Directors on an individual basis.

If non-insured damage occurs due to failure of any kind in an adjacent unit the owner of the adjacent unit will be completely responsible for the repairs.

Building Maintenance Policy (Continued)

The homeowner, in no instance, will dictate the method of repair used when the Association is responsible for the repair and all repairs must be authorized by the Board of Directors or its agent. The Association will not be responsible for payment of any repairs not authorized by the Association prior to the start of work. The homeowner will not be reimbursed by the Association for any repairs not previously authorized by the management company or the President of the Board of Directors. Both the homeowner and the Association are to provide maintenance and repairs in good faith on a timely basis so as to prevent further damage. All repairs must meet the minimum standards of the Board of Directors of the Association or its agent.

VINYL SIDING- The vinyl siding that was installed in 2003-2004 will require much less maintenance. If you note any coming loose please report this to Elite Management Professionals. You are not allowed to hang anything from the siding. Do not put nails into the siding. The warranty will be invalid if anything is placed on the vinyl siding. The homeowner will be fully responsible for the cost to replace the siding where nails or other items have been attached.

Any holes or other damage, excluding weather related issues or normal wear and tear, will be the Homeowner's responsibility. The damaged siding will be replaced and the Homeowner will be accessed for any damages.

Phone Numbers

Elite Management Professionals..... 233-7660
HRW.....469-8661
Town of Cary469-4000
Trash Pickup.....469-4090
Holiday Schedule..... 319-4500 ext. 308
Water/Sewer Billing.....469-4050
Police (Non-emergency).....469-4012
Fire Department (Non-emergency) 469-4056