

SUNSCAPE HOMEOWNERS ASSOCIATION



General Information AND Rules and Regulations

STATEMENT OF PURPOSE

Every homeowner is automatically a member of the Sunscape Homeowners Association, and is therefore protected by, and bound by, the restrictions and rights explained in the governing documents of the Association. The Board of Directors is charged with the responsibility of adopting and publishing rules covering the use of the Common Areas and facilities, and the personal conduct of the Association members and their guests thereon, and to establish penalties for the infraction of the rules. The restrictions imposed by the Board are intended for the mutual benefit of all residents and the total community.

To make residents familiar with the rules, this list is being provided as a summary. However, not all restrictions in the Declarations are included, and homeowners are cautioned to refer to the entire Declaration of Covenants, to the Articles of Incorporation, and to the By-laws of the Association in order to insure a full understanding of their rights and responsibilities. **Provisions in those documents, even though they may be omitted from this list of responsibilities, rules and regulations, remain in force.**

Absentee homeowners are responsible for providing their tenants with a copy of the legal documents of Sunscape. Tenants must abide by these documents at all times. Homeowners are advised that they are responsible for the actions of their family, tenants and guests. Any fine/s assessed by the Board of Directors is levied against the unit, not the tenant, and is considered a lien against the property.

EXTERIOR MAINTENANCE

ASSOCIATION RESPONSIBILITY:

- Routine maintenance, repair of/and replacement of siding and painting of units, decks, balconies and windows
- Normal repair of water spigots
- Cleaning/sealing/staining of decks and balconies
- Repair sidewalks, driveways only when they are deemed a safety hazard
- Snow removal from community streets
- Replacement and repair of bulbs, fixtures and lampposts that are not under the control of the Homeowner and belong to the community
- Contracting annual termite inspections
- Maintenance and repair of Common areas
- Retaining walls
- Maintenance and repair of community streets
- Repair exterior leaks and replacement of roofs as determined by the Association
- Routine maintenance and cleaning of gutters and downspouts
- Mailbox repair and replacement
- Removal and maintenance of trees and shrubs planted by the Association in the Common Areas

HOMEOWNER RESPONSIBILITY:

- Windows and doors
- Routine cleaning/removal of debris/clearing snow and ice from decks, balconies, sidewalks and patios
- Solar Panels, skylights and satellite dishes
- Light bulbs, fixtures and poles under the homeowner's control.
- All interior maintenance repairs due to damage of any nature, from any source
- Water lines and pipes from the meter to the home and clean out of the sewers on their property
- All major surface (rain water) drainage improvements
- Chimney cleaning
- Exterior and interior termite damage
- Dryer and bathroom vents, dryer ducts, attic fans, etc.
- Removal of and damage repair by termites or animals.
- Building structural components (i.e. walls, floor joists, roof trusses, foundation, etc.)
- Foundation lines under the foundation slabs.
- Trees and shrubs planted by past or present homeowners
- Trash/Garbage cans

ARCHITECTURAL CONTROL AND POLICIES

It is the intention of the Board of Directors to serve as a fair, impartial and helpful group of neighbors to enhance and protect the value, and attractiveness of the Sunscape community.

The Board of Directors and the Architectural Control Committee emphatically request that you adhere to Article IX of the Declaration of Covenants, Conditions and Restrictions which states:

No site preparation or initial instruction, erection, or installation of any improvements, including but not limited to, residence, outbuilding, fences, walls, screens (whether by plants or structures) and other structures, shall be undertaken upon the Properties unless the plans and specifications therefor, showing the nature, kind, shape, height, materials, and location of the proposed improvements shall have been submitted to the Declarant or its agent and expressly approved in writing. No subsequent alteration or modification or any existing improvement nor construction, erection, or installation of additional improvements may be undertaken on any Properties without prior review and express written approval of the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

PROCEDURE FOR ALTERATIONS AND CHANGES

The standard procedure for making alterations and changes to the townhome exterior and exterior areas is:

1. Any homeowner planning a change or alteration to the exterior structure or area of the townhome, must submit an Architectural Request review to the Board of Director of the Association **30 days prior** to the beginning of work. No site preparations or initial construction, erection or installation of any improvement shall be undertaken at Sunscape without PRIOR WRITTEN APPROVAL of the Architectural Review Committee.

2. The request will include:

- A clear and concise description of the changes
- Plans, blueprints, diagrams, sketches, brand names and/or pictures of the proposed changes
- Exact dimensions and location of the proposed change on the plot plan and any changes to the existing yard or exterior wall
- If the changes include paint, wood, siding or roofing, samples must be submitted

3. The Board must develop guidelines for any addition and provide the homeowner a hearing to present their proposal.

4. The Board, at its sole discretion, may or may not approve any changes. A written reply to any request will be made within thirty, (30) days after the next scheduled board meeting.

The Board of Directors may inspect and assess the work in progress. Owners failing to comply with these provisions may be required by the Board of Directors to remove, *at their expense*, any addition or modifications, and to restore the premises to their original condition. Fines may also be assessed.

The homeowner is responsible for the maintenance, replacement and repair of any modifications to the exterior.

Arbitration: If the proposed changes are not approved, or the owner is asked to remove any work in progress, the homeowner may submit a request for Arbitration. An architect will be the Arbitrator. The homeowner requesting the Arbitration shall pay all fees, legal and otherwise, incurred by Sunscape because of this process.

RULES AND REGULATIONS

FENCES

No fences may be erected without the **prior** consent of the Board of Directors of the Homeowner's Association. An Architectural Review application must be made to the BOD for approval before the installation and meet the specifications that have been determined by the board. If the fence does not meet standards, the owner will be asked to remove it and return the property to its prior condition at the Homeowners expense. The homeowner is responsible for the maintenance of these fences and the yard within.

FIREARMS/FIRECRACKERS

The discharge of firearms (BB guns, pellet guns, guns of all types), fireworks, or any other noise-making device is prohibited at any time within the boundaries of Sunscape. The use of bows and arrows is prohibited.

MAILBOXES

Federal Law prohibits any unauthorized entry of mailboxes. Any person in violation will be reported to the Federal Postal authorities. The owner is responsible of the replacing keys and/or locks.

MONTHLY/SPECIAL ASSESSMENTS:

Homeowner Assessments are due and payable on the first day of each month and delinquent after the last day of the month. A late fee will be charged for each subsequent month in which the owed assessment remains upheld. The Association may foreclose the lien against any property for which assessments are not paid. Legal proceedings will commence within **90** days after the due date. Voting rights may be suspended.

Special Assessments needed to undertake major improvements to the community, must be approved by a majority of the Homeowners.

NOISE

Noise levels are to be kept at a level deemed acceptable to the surrounding neighbors and our community. Loud voices or noises outside the unit, loud televisions, stereo equipment, musical instruments, pets, and other disturbances should be avoided at all times, especially between the hours of 11:00pm and 8:00am.

A City Noise Ordinance exists. Any resident disturbed by excessive or persistent noises is encouraged to take the responsibility for reporting these violations to the Raleigh Police. Being considerate of others is especially important to our community.

PARKING

- Each townhouse has two (2) parking spaces. Please ask visitors to park in the overflow areas located around the community and not in front of the buildings.
- Parking is prohibited on the grass, in medians, or along throughways for safety reasons. Illegally parked vehicles may be towed at the owner's expense.
- Recreational vehicles (4 wheelers, go carts, etc.), commercial vehicles, boats, RVs, trailers are not to be parked within Association limits are **prohibited**.
- All vehicles parked on the Sunscape property must be in operating condition, both legally and mechanically (current license plates and inspection stickers, no flat tires, accident damage etc.). Those not meeting these conditions will be towed at the owner's expense after 10 days written notification.
- Fines may be assessed to vehicles parked that violate the parking regulations.

PETS

- Dogs and cats are allowed. The Homeowners Association has adopted the laws, ordinances and regulations pertaining to domestic animals in Wake County and the City of Raleigh.
- Raleigh has a city wide leash law and requires that all pets be on a leash at all times in the community.
- No pet houses, runs or pens are permitted
- There is a Raleigh "Poop Scoop" ordinance requiring all pet owners to pick up and properly dispose of their pet's waste. Please adhere to this law, not only in the Common Areas, but also in your front and back yards.
- The Association may assess fines.

RENTERS

Renters should be properly informed by the homeowner and must comply with the rules, regulations, by-laws and Covenants of the Association. Property damage or infractions to regulations by a renter will be charged to the respective homeowner.

SATELLITE DISHES

Small satellite dishes are allowed and must be installed in the back area and not visible from the street/parking lot. Satellite dishes are not to be attached to the roof or in the common areas.

SOLICITORS

Soliciting is not permitted. All residents are requested to inform door-to-door salespeople that this is *prohibited* in our community. No business, trade, occupation, or profession of any kind is allowed.

SPEED LIMIT

For safety reasons, the speed limit on any street within Sunscape shall be fifteen miles per hour or lower. Careful attention should be exercised when driving within the community to ensure the safety of all residents.

TRASH

- Trash cans need to be screened and not visible from the street.
- Homeowners are responsible for purchasing trash and recycling receptacles that meet the guidelines for pickup by the City of Raleigh.
- It is the responsibility of the homeowner to remove large, bulk items that cannot fit in the trash.
- No garbage shall be discarded onto the Common Areas or lots.
- Trash and recycling cans must be placed on the curb the evening before pick up (after 6 pm), and removed by the end of the day of pick up (midnight). Fines may be assessed by the City of Raleigh for repeat offenders
- NO trash or debris should collect in the trash enclosures, on decks, balconies or patios that is unsightly or encourages the infestation of pests and animals.
- The trash pick up schedule is every Tuesday and recycling occurs the 1st and 3rd Tuesday of the month.

WINDOW/DECK/BALCONY REPAIR/REPLACEMENT

As a part of the exterior repair, the Homeowner's Association shall be responsible for the repair or replacement of window units, and decks or balconies that the Board of Directors have determined, through inspection, are the direct result or lack of proper long term exterior maintenance over the years. This will be determined on a case-by-case basis following established HOA criteria. The Board of Directors will determine priority, with an emphasis on health and safety. Replacement of windows not meeting the guidelines as determined by the Board of Directors will be at the Homeowners expense.

Not to be covered by the HOA are glass breakage, smoked glass due to a broken seal, etc., sliding glass doors, skylights, storm doors or other replacement doors or windows. Any approved modifications to a structure and the addition of windows is completely the Homeowner's responsibility.

TERMITE INSPECTIONS AND INSECT CONTROL

The Homeowner is responsible for maintaining a home free of any factor that contributes to termite infestation. This includes controlling moisture, faulty plumbing, lumber or wood in direct contact with the ground or stored on or under the decks. The owner needs to contract their own internal inspections for the treatment and control of termites and insects. The owner is responsible for all **internal** repairs necessitated by termites, insects and other infestations. Because of termite infestation, no firewood is to be stored under or on decks.

The Association is responsible for inspections and treatment when needed. The Association termite warranty covers termite damage if not caused by the Owner's actions. The Association will only eliminate insects that will damage the exterior of the building (i.e. carpenter bees, woodpeckers, etc).

INSURANCE

The Homeowners Association **does not** provide insurance for the residential units. It is recommended that each owner, secure and maintain in full force and effect one or more insurance policies insuring the lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief. It is also suggested that the owner, at the owners expense, secure and maintain in full force and effect, comprehensive general liability insurance for damage or injury to person or property of others occurring on his lot.

DAMAGE: Any damage to the exterior of any building, fence, parking lot, or any common property shall be charged to the responsible party. Breakage and maintenance of exterior glass, doors, door casings, door locks, windows, window casings, screens, patios, fences on the owner's lot, is the responsibility of the homeowner. Catastrophic damage (wind, hail, lighting, fire, etc.) to the units will be the owner's responsibility to repair/replace.

The Association is responsible for the general liability for the Common Areas.

LANDSCAPING AND GROUNDS

COMMON AREAS: *No homeowner is allowed to change the common area (cutting down trees, etc.) or construction on the area.* Homeowners are not allowed to use the common areas for storage. A fine may be imposed for violators. The Association is responsible for the driveways on the Common property.

LANDSCAPING: Owners are responsible for ensuring that the grounds around their unit are free and clear of obstructions and debris. Owners are asked to water any plants/grass that has been planted near their unit by the Association to improve the aesthetics of the community.

No statues, artificial flowers or animals are permitted on lawns or common areas.

The grounds contractor is responsible to maintain the grounds, common areas and mulch beds, per the contract agreed upon by the contractor and the Board.

PLANTING: Prior approval must be submitted in writing to the Grounds Committee for planting outside the mulched areas. The Owner is responsible for maintaining any planting done by the Homeowner. Rock gardens, landscaping timbers, water fountains, and similar items require prior approval. The Board reserves the right to remove any plants at their sole discretion. Any other plantings/modifications without prior approval of the Board of Directors may require removal at the owner's expense and restoration of the area to the original condition.

The Association will remove any ivy or other climbing plants on the exterior of buildings.

Dead tree removal is the responsibility of the Homeowner on their property. The Association is responsible for removing dead trees in the Common Areas and the street line.

GENERAL SUGGESTIONS

The Board of Directors of the Sunscape Community would like to pass on the following suggestions for improving life in our community:

- If the landscapers have just planted grass, please water it when it is dry.
- In order to avoid costly repairs to balconies/decks/front enclosures, residents are asked to periodically clean debris (leaves, sticks, etc.) to deter rotting. Residents might also want to remove cobwebs, leaves that have collected around windows and areas.
- Residents should periodically walk around their unit and alert the community manager at the first signs of repairs that may be needed.
- As a community we need to remember that we are very close to our neighbors and therefore need to be courteous and respect each other.
- Firewood cannot be stored on, under or around the unit or decks. This will only encourage termites, etc.
- Window air conditioners of any type are not allowed. Window coverings must be drapes and/or blinds and ***must be in good condition***. Sheets are not allowed as window coverings. Please maintain your screens, blinds and window coverings. Often damaged ones cast a negative appearance on the community.
- If you are a smoker, please do not throw your butts in the yard, front or back or along the streets. Please have a way to dispose of these in a proper manner.
- Each townhome is a single-family unit.
- Please be on the lookout for suspicious behavior and contact the other homeowners or police. We are all part of Community Watch.
- In the event that maintenance or damage is caused through the willful or negligent act of the Owner/Renter, the cost will be the responsibility of the Homeowner.
- Remember that this community is our home. Let's make sure that **we** maintain it.