

**WIND CHASE AT
BEECHTREE TOWNHOMES
ASSOCIATION, INC.**

OWNERS HANDBOOK

1 INTRODUCTION

The Wind Chase Community is a diverse, community composed of homeowners, tenants, professionals, students, and families. This variety of lifestyles makes Wind Chase a unique community. In a close-knit neighborhood, situated in a townhome development requires cooperation and regulation of behavior. Consideration for the community as a whole is very important. In order to assist residents in living together peacefully, the Wind Chase at Beechtree Townhome Homeowners Association (HOA) has compiled this information handbook.

This handbook contains rules, regulations, and policies which govern living in our townhome community along with procedures residents should follow in the event of a problem. Rules and Regulations contained in this handbook are based on local town ordinances and the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and Bylaws for Wind Chase and have been adopted by the Board of Directors as the Rules and Regulations for Wind Chase. These Rules and Regulations are not intended to replace the above mentioned documents, but serve only to enhance them. These Rules and Regulations were adopted to further assist with the mandate of the Declaration for "protecting the value and desirability" of the property in Wind Chase.

- 1.1 **Authority.** Article IX Section I of the Declaration of Covenants states: "The Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations."
- 1.2 **Adoption.** To be effective October 1, 1997, the Board of Directors, hereby adopts this handbook and future amendments hereto, including the rules and regulations herein, as the Rules and Regulations of the Wind Chase at Beechtree Townhomes Homeowners Association.
- 1.3 **Compliance.** Compliance with these Rules and Regulations is compulsory. Unless specified otherwise, the penalty for violation of these Rules and Regulations shall be the suspension of voting for a period of not less than thirty days or a fine of \$50.00, or both. In addition, the Association may pursue an action in equity or at law for compliance with these Rules and Regulations.

2 GENERAL INFORMATION

MANAGEMENT COMPANY:

R. S. Fincher & Co., LLC

P.O. Box 1117

Apex, NC 27502

Office: 919-362-1460

Fax: 919-362-1462

Emergency Pager: 919-873-8705

Email: ron.finch@rsfincher.com, sheri.finch@rsfincher.com

BOARD OF DIRECTORS:

The Directors are elected at the Annual Meeting to serve two-year terms. Please refer to a newsletter or contact the Management Company for a current list of Directors. There are five members of the Board of Directors.

EMERGENCY NUMBERS:

POLICE, FIRE, AMBULANCE

911

OTHER NUMBERS:

This information is provided to assist homeowners/residents in locating essential services. It is not a complete listing of all service providers in the area.

Animal Control Officer	319-4517
Time/Warner Cable	595-4892
North Carolina Division of Motor Vehicles	715-7000
Progress Energy	
General Business	508-5400
Reporting Power Outages	800-419-6356
Bell South	
Customer Service	888-757-6500
Repair Service	611
U.S. Post Office, Main Office, 150 Wrenn Drive	468-5627
PSNC Energy	877-776-2427
Town of Cary Water & Sewer	
New Service	469-4050
Billing	469-4050
Maintenance/Repairs	469-4090
Emergency (After Hours)	469-4012
Town of Cary Sanitation	469-4090
Town of Cary Recycling	469-4090

3 GENERAL HOMEOWNER ASSOCIATION INFORMATION

The Wind Chase at Beechtree Townhomes Homeowners Association, Inc. is a legal entity comprised of the property owners within the Wind Chase Community who live on Beechtree Drive and Silverberry Court. The Association has been in existence since September 22, 1986 for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. Including maintenance of the exterior of the townhouse buildings, the Association also maintains the parking area and common grounds.

Policies and procedures of the Association are set forth in the Declaration of Covenants, Articles of Incorporation, and Bylaws. The Board of Directors, relying upon these documents, makes rules and regulations and provides for the operation of the Association. Committees of homeowners and residents are appointed by the Board of Directors to work with specific areas of concern. A Management Company is retained to provide the day to day administrative duties for the Association. The Management Company reports directly to the Board of Directors.

3.1 Legal Documents. Several legal documents provide for the existence of the Wind Chase at Beechtree Townhomes Homeowners Association. In addition to existing statutory provisions regulating administrative requirements of not-for-profit corporations, the following documents provide the legal standing of the Association. Amendments to these documents are voted on by the Membership.

3.1.1 Declaration of Covenants and Restrictions. This document, and its amendments, are on file in the Wake County Register of Deeds Office and are a binding covenant against each individual Lot.

3.1.2 Articles of Incorporation. This document creates the legal entity known as the Wind Chase at Beechtree Townhomes Homeowners Association, Inc. It is on file in the Office of the North Carolina Secretary of State.

- 3.1.3 **Bylaws.** This document provides for the operation of the Homeowners Association.
- 3.1.4 **Copies of Documents.** In addition to other sources, copies of these documents may be obtained from the Management Company for a fee of \$10.00.
- 3.2 **Membership.** The Association affords membership in the Association to any person who is an Owner of a lot subject to an assessment. Membership is mandatory.
 - 3.2.1 **Meetings of Members.** The membership of the Association holds an annual meeting of members each March. Each Member receives advance notification of this meeting and is encouraged to attend.
- 3.3 **Board of Directors.** A Board of Directors governs the Association. The five Board Members are volunteers. They contribute their personal talents and expertise and are committed to a quality standard of living in our community. Please contact the Management Agent to express interest in becoming a Board Member.
 - 3.3.1 **Election.** New Directors are elected by the Association Membership each year at the Annual Meeting of Members.
 - 3.3.2 **Meetings of Directors.** Meetings of the Directors are held on a regular basis and are open to the Membership. Please contact the Management Company for a schedule of meetings. Members wishing to address the Board of Directors may do so prior to each meeting. Advanced notification is required.
- 3.4 **Committees.** Committees are established by the Board of Directors to manage ongoing procedures and address specific issues. The current standing committees of the Association are:
 - 3.4.1 **Nomination Committee:** Appointed annually, this committee presents a slate of candidates to the Membership for election to the Board of Directors.
- 3.5 **Management Company.** The Board of Directors has selected a community association Management Company to provide the day to day administrative operation of the Association. The Management Company carries out the decisions of the Board of Directors. In addition to other duties, the Management Company collects the monthly assessments, pays bills, oversees contractors used by the Association, and facilitates correspondence. All suggestions, comments, complaints, or other business of the Association should be communicated directly to the Management Agent. As necessary and appropriate, communication is made to individual homeowners, the Board of Directors, the Membership at large, contractors, etc.

If for some reason a homeowner is dissatisfied with any action of the management agent, the homeowner should express his or her concern, in writing, to the Board of Directors. Please address your comments to the Board of Directors, in care of the Management Company. You will receive immediate response indicating receipt of the correspondence.

4 ASSESSMENTS

- 4.1 As provided by the legal documents, assessments for the townhomes are collected in the following manner:
 - 4.1.1 **Due Date.** Monthly assessments are due on the first of each month.

- 4.1.2 **Billing.** Monthly coupons are sent to all homeowners. Payment is expected without further notice.
- 4.2 **Form of Payment.** Personal checks are accepted at the discretion of the Management Company. Checks should be made payable directly to the Wind Chase Homeowners Association. Cash and credit cards are not acceptable.
- 4.3 **Delinquency.** Assessment payments are delinquent if not received by the due date. To encourage payment, the following delinquency policy has been implemented.
 - 4.3.1 Assessment payments are due by the first of the month.
 - 4.3.2 Homeowners delinquent in their assessments shall be assessed a \$10.00 late fee each month the monthly assessment amount is not paid by the 15th of the month.
 - 4.3.3 Accounts which are 30 days delinquent are charged interest at a rate of 8% per annum (0.66% per moth).
 - 4.3.4 All accounts that exceed 60 days overdue are subject to litigation. A judgment may be sought against the owner. In addition, a negative credit report may be issued. The past due amount being a lien against the homeowner's property, foreclosure action is also possible.
- 4.4 **Assessment Increase.**
 - 4.4.1 **Increase by Association.** From and after December 31, 1990, the annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed ten (10%) percent.
 - 4.4.2 **Increase by Members.** From and after December 31, 1990, the annual assessment may be increased by a percentage greater than permitted by this Article with the assent of Members or proxies entitled to cast two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The limitations herein set forth shall not apply to an increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under this Articles of Incorporation.

5 MAINTENANCE

- 5.1 **Common Areas.** Property owned by the Association is maintained by the Association. This includes parking areas, signs, and the majority of the lawn areas around the townhomes. Homeowners should not provide maintenance to these areas or make improvements or changes without prior approval of the Association.
- 5.2 **Exterior Building Surfaces.** Maintenance is provided to all exterior building surfaces in the townhomes except:
 - 5.2.1 Glass.

5.2.2. Debris, leaves, etc. on decks and porches should be removed by the unit owner or occupant.

- 5.3 **Interior Maintenance.** All interior maintenance is the responsibility of the homeowner. This includes doors, post lights, doorbell systems, door knobs, etc. except when such items are damaged as the result of the association's failure to properly maintain an exterior surface.
- 5.4 **Mailboxes.** Mailboxes are the property of and maintained by the Postal Service. If you need assistance with mailbox keys, please contact the Postal Service. If you have questions regarding maintenance of the postal boxes, please contact the Management Company.
- 5.5 **Keys.** Neither the Association nor the Association's Management Company maintains keys to individual units.
- 5.6 **Procedure.** In the event of any necessary repair or maintenance concern, please notify the Management Company during normal business hours. If you need emergency assistance, a 24 hour pager # is provided. The management agent can inform the homeowner of the Association's liability in the matter. If the Association is not responsible for the repair, assistance may be available in obtaining a contractor for such repairs.

6 INSURANCE

- 6.1 **Association Provided.** The Association provides the following insurance:
- 6.1.1 **Public Liability.** This coverage is for injury caused upon the Common Property or in some other way as a direct result of the negligence of the Association or its agents.
- 6.1.2 **Property.** This coverage is for damage caused to improvements to real property owned by the Association.
- 6.1.3 **Directors and Officers.** D&O coverage protects the Board of Directors and Committee Members in the case of an error or -omission on their part while performing in their capacity as a Director or Committee Member.
- 6.2 **Homeowner Provided.** Each homeowner must maintain proper "homeowner coverage." This includes coverage of the structure and contents protection in the event of a liability on the part of an Owner.
- 6.3 **Tenant Provided.** Although not required, tenants are strongly encouraged to obtain renters insurance to protect their personal possessions. The association's insurance, or the insurance carried by the owner of the property, will not protect a tenant's possessions.

7 LEASING

Leasing, as used under this section, includes the use of the townhomes by children or other relatives of the owner when the owner is not a permanent resident within the townhome.

- 7.1 **Leases.** In all cases, landlords are encouraged to have a properly drawn lease. Although the Association has no preapproval restriction for leases, owners should include a provision that the tenant(s) must abide by all conditions of the Declaration and other Rules and Regulations.

- 7.2 **Enforcement.** Tenant(s) and their guests must abide by all regulations of the Association. Damage to the properties caused by tenants and their guests will be charged to the assessment to be paid by the owner of the property.

8 PARKING & TOWING

- 8.1 **Number of Vehicles.** Each property owner is entitled to the use of two parking spaces. No more than two vehicles are allowed per unit.
- 8.2 **Assignment of Spaces.** Two spaces have been assigned to each townhome and have been marked. Any space that is not marked is available for use by guests or visitors.
- 8.3 **No Parking Areas.** Parking is restricted to spaces properly marked by the Association. Parking is specifically prohibited in these areas:
- 8.3.1 Adjacent to curbs
 - 8.3.2 In driveways
 - 8.3.3 On sidewalks
 - 8.3.4 On lawns
 - 8.3.5 In front of mailboxes
 - 8.3.6 Any area not properly marked by the Association as a parking space
- 8.4 **Abandoned Vehicles.** Any vehicle parked upon the property (whether in a marked space or not) must be operational, properly licensed, inspected, and insured.
- 8.5 **Angled/doubled parking.** Angled or doubled parking is not permitted. Vehicles must, at all times, be parked within the confines of a single parking space.
- 8.6 **Damage to Property Caused by Vehicles.** Homeowners will be held responsible for all damage to the property including lawns, trees, shrubbery, underground pipes, curbs, etc. caused by illegally parked cars owned by the property owner, their tenant(s), or guest(s).
- 8.7 **Trailers, Boats, and Other Recreational Vehicles.** Trailers, boats, and other recreational type vehicles shall not be parked upon the property unless prior written approval is obtained from the Board of Directors.
- 8.8 **Enforcement.** All vehicles parked in violation of these Rules and Regulations will be towed at the expense of the owner.
- 8.9 **Towing.** Vehicles are towed at the discretion of the towing contractor. The property is regularly patrolled and illegally parked vehicles removed.?????
- 8.9.1 **Assigned Spaces.** Vehicles parked in assigned spaces will be towed when a request is made by the owner, tenant, or assignee of the owner of the unit the space is assigned, too. The individual making the complaint will be required to show proof of identification and have proper documentation indicating their ownership, or assignment of the right to have vehicles towed from the designated space. A signature on the complaint will be required. You should contact the towing company directly. Their number is indicated in the directory at the front of this handbook.
 - 8.9.2 **Disputes.** Disputes over towing should be addressed to the towing agent. If a suitable agreement cannot be made, the Management Company should be contacted.

9 ARCHITECTURAL MODIFICATION

1. For the protection of all homeowners and to maintain property values, exterior changes to buildings or grounds require the approval of the Board of Directors.

9.1 **Prior Approval.** Any change or exterior alteration whatsoever, including but not limited to, small changes such as storm doors, hanging baskets, flags, exterior lights, etc. and larger modifications such as fences, concrete pads, sheds, plantings, decks, etc. must first have approval from the Board of Directors as set out in the Declaration of Covenants, Conditions, and Restrictions.

9.2 **Procedure.** The following procedure has been established to review architectural change requests.

9.2.1 **Form Request.** A copy of the Architectural Change Form is included at the end of this handbook.

9.2.2 **Completion of Form.** The Architectural Change Form must be completed and signed by the owner of the property. Tenants, other residents, children, assignees, and other such individuals may not sign Architectural Review Forms.

9.2.3 **Submittance of Form.** Architectural Change Forms are to be submitted to the Management Company who will review the form and, if necessary, request additional information. Once the completed form and any additional information have been received, the Management Company will notify the homeowner of the date of receipt of the completed form.

9.2.4 **Review by Board of Directors.** Completed forms will be reviewed by the Board of Directors within 30 days of the date the form is received.

9.2.5 **Notification to Owner.** The property owner will be notified by the Management Company, in writing, of the decision by the Board of Directors.

9.2.6 **Denials.** When requests are denied, homeowners may submit alternative proposals or additional information to the Board of Directors by submitting the information to the Management Company.

9.2.7 **Project Progress and Completion.** Projects must be completed within a reasonable time following approval but in no case more than 90 days, unless an exception is granted in writing by the Board of Directors.

9.2.8 **Inspection.** During construction and upon completion, the work may be inspected by the Management Company to determine compliance with the initial application.

9.2.9 **Permits/Licenses/Insurance.** Homeowners are required to obtain all appropriate permits, licenses, and insurance that may be required by the Association or by local, state, or federal government agencies.

9.2.10 **Enforcement.** Upon notification to the Owner, a request must be submitted for any unapproved alternations. Upon review by the Board of Directors, any unapproved alternations must be removed or altered as determined by the Board of Directors. If any owner fails to comply with the decision of the Board of Directors, the Association may,

at its discretion, take legal action to remove the alteration. Alterations on the Common Property will be removed without notification.

10 GROUNDS MAINTENANCE

- 10.1 The Association provides lawn care to the common areas and the front and back lawns of the townhomes.
- 10.2 **Gardens.** Approved gardens are the responsibility of the homeowner. Any approved garden which is not maintained by the owner in a neat and productive condition may be removed at the discretion of the Association. the cost of such removal will be at the homeowner's expense.
- 10.3 **Bicycles, toys, lawn chairs, hoses, etc.** Bicycles, toys, lawn chairs, hoses, and other such items should not be stored on the townhouse lawn. Grounds maintenance staff are not responsible for moving these items in order to mow.

11 OPEN SPACE

Use of the open spaces is regulated to provide a safe and pleasant area.

- 11.1 **Private Use.** These areas are for the private use and enjoyment of the members, residents, and their invited guests. They are not intended for large parties or other similar gatherings.
- 11.2 **Hours of Use.** The open space may be used between the hours of 9:00 AM and 8:00 PM.
- 11.3 **Noise.** Noise from the play areas must be limited so as not to be heard over ambient noise within the adjoining homes.

12 PETS

In order to provide a harmonious neighborhood, residents should recognize the need to maintain only indoor pets. All laws, ordinances, rules and regulations pertaining to dogs, cats, and other domestic animals adopted by local officials are hereby adopted as rules and regulations of the Wind Chase at Beechtree Townhomes Homeowners Association.

- 12.1 **Leashes.** All animals must be on leashes or similarly restrained at all times when outside the dwelling. This applies to animals on your property and on Common Property.

Animals are not to be left unattended on the Common Area, patios, decks, or yards of the townhomes. This includes the chaining of animals to posts, doors, electrical boxes, etc. Unattended animals often create a disturbance or are threatening to those passing by, and Animal Control may be called.

- 12.2 **Defecation.** Do not let your pet defecate on the lawn areas of others. Owners walking their dogs within the common areas must have a device available for the collection of feces.
- 12.3 **Enforcement.** Enforcement of the leash law and other local ordinance will be done by local officials. Please contact the animal control office as listed in the front of this directory. Other complaints regarding animals should be directed to the Management Company.

13 GARBAGE/TRASH COLLECTION AND RECYCLING

- 13.1 **Garbage.** Garbage (food containers and other household items) are collected weekly on Fridays from the rear of the dwelling.
 - 13.1.1 **Containers.** Garbage containers must be specifically designed for the temporary storage of garbage and be kept in good repair.
 - 13.1.1.1 **Lids.** In addition to being properly maintained, all garbage containers must be tightly closed.
 - 13.1.2 **Location.** Garbage cans must be kept so that they are not visible from the street.
 - 13.1.3 The Association will remove, without notice, garbage or trash containers left without lids that are allowed to collect water or emit a strong odor, or are in other ways determined to be offensive.
- 13.2 **Trash.** Trash items (paper, boxes, etc.) are collected on Fridays.
 - 13.2.1 **Location.** These items must be placed at the curb for pickup. They may be placed at the curb the Thursday evening prior to pickup.
- 13.3 **Extra Large Items.** Extra large items such as furniture are collected by special arrangement only. Please call the Town of Cary as listed in the directory at the front of this handbook for information.
- 13.4 **Yard Waste.** Yard waste such as lawn clippings, branches, and other similar items are collected from the curb weekly on Mondays. Please call the Town of Cary concerning preparation of these items for pickup.
- 13.5 **Recycling.** Residents are encouraged to recycle. The Town of Cary provides curbside pick-up of glass, plastic, aluminum, newspapers, etc. Recycle pick-ups are weekly on Fridays.
 - 13.5.1 **Location.** Recyclables are collected from the curb at the front of the buildings.
 - 13.5.2 **Storage.** Recycle bins are to be stored inside the home or storage room or other manner so as not to be visible at all times other than pick-up days. Items should be clean before placing in recycling bins to reduce the potential for attraction of bugs, etc.
- 13.6 Trash, boxes, recycling bins, and large items for pick-up should be placed at curbside no earlier than the evening before pick-up.
- 13.7 Homeowners are responsible for any garbage spread by animals, weather, tenants, or guests of tenants. Failure to clean up all debris in a timely manner can result in the homeowner being billed for the pick-up of items.

When trash, boxes, crates, bins, large items, etc. are found adjacent to townhomes, they will be removed without further notice. The owner of the townhome will be held responsible for the cost of such removal. Because of the close proximity of the townhomes to one another, prompt removal of such items is important.

14 STORAGE

- 14.1 Grills, lawn furniture, bicycles, etc. should be stored inside the home or storage area or on the rear deck in a neat and orderly manner. You may not use the front of your home as a storage area. This includes the porch and parking areas.
- 14.2 In the event of storage of items in violation of this section, the items will be removed and the homeowner charged for the cost of the removal of the items. No notification will be given prior to the removal of such items.
- 14.3 Firewood. Firewood must be stored within the confines of the rear yard and not on the Common property. Firewood should not be stored against deck posts, on the lawn, on the deck, or in the storage room. Note: stacking firewood against retaining walls, decks, etc. can result in termite problems in the units. Please contact the management agent for additional information regarding the storage of firewood.

15 OBJECTIONABLE ACTIVITY

As stated in the Declaration: "No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become an a nuisance or annoyance to the neighborhood" including but not limited to partying or picnicking in the visible front yard or parking area. Homeowners will be held legally and financially responsible for any trash cleanup or property damage caused by themselves or their guests.

- 15.1 **Noise.** A local noise ordinance exists and any resident disturbed by excessive or persistent noise at any time should report violations immediately to the police. Disturbances include, but are not limited to, loud music, voices, cars, animals, etc., that may interrupt sleep or in any way disturb the well being of community residents.

Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police.

All residents have the right to a quiet neighborhood. Swift and firm action against offenders is the only means to preserve such rights. It is strongly recommended that you request the police to come to your home prior to visiting the noise problem.

In the event you are required to contact the police about a noise problem, please notify the management agent. The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

16 SIGNS

- 16.1 **Sale or Rent Signs.** One standard and reasonable sign indicating a home is for sale or rent may be posted at a location reasonably near the front of the home. In the event of an open house during the sale, a sign may be posted at a convenient location showing the direction to the open house. A directional sign no larger than eighteen inches by twenty-four inches may be placed at the entrance on Beechtree Drive or Cary Parkway.
- 16.2 **Political Signs.** One political sign or poster may be posted on the homeowner's property. The sign may not be larger than twenty-four by twenty-four inches. The sign or poster may be

displayed up to sixty days before the election and must be removed within forty-eight hours following the election.

- 16.3 **Other Signs.** No other signs may be posted on the townhome, Lot, or Common Property.
- 16.4 Signs may not be posted on the mail boxes, light posts, trees, electrical poles, buildings, etc. except by the Wind Chase at Beechtree Townhomes Homeowners Association.
- 16.5 **Enforcement.** Signs in violation of this section will be removed and any cost associated with the removal will be billed to the property owner.

17 SOLICITING

- 17.1 Soliciting is not allowed. Please advise solicitors that the parking areas, sidewalks, and Common Property are private property and ask them to leave. If they do not leave, please contact the police department. Please also notify the Management Company of the problem. Soliciting includes the distribution of any information or the collection of money for any purpose. Religious organizations are not exempt from this section.