

WALDEN WOODS CONDOMINIUM
GENERAL RULES AND REGULATIONS
Updated 6.16.2020

PETS

1. Pet owners must complete a Pet Registration Form within 30 days of occupying a unit. A copy of the form can be obtained from the management company.
2. Walden Woods's owners are responsible for ensuring that their tenants are informed about and in compliance with this pet policy.
3. If the pet is either a dog or a cat, a picture should be attached to the form.

Permissible Pets

1. Dogs – 2 per unit
2. Cats/Rabbits/Birds/Fish/Caged Animals (i.e., guinea pigs or rodents) – At unit owner's discretion, as long as the pets do not create a nuisance.

Restrictions

1. Pets shall not be kept, bred or used for any commercial purpose.
2. Pets may not be tied in any common areas.
3. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier.
4. Persons who walk pets are responsible for immediately cleaning up after their animals in both common areas and limited common areas (patios and balconies), and discarding securely bagged pet droppings in owner's garbage receptacles. Cat litter may not be disposed of in toilets.
5. Pet owners are responsible for any damage to the common elements caused by their pets.
6. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Personal injury or property damage caused by unruly behavior.
 - b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night.
 - c. Pets in common areas or limited common areas (patios or balconies) who are not under complete control of a responsible human companion. (Regardless of whether or not said pets are on a leash.)
 - d. Animals who exhibit aggressive or vicious behavior.
 - e. Pets who are conspicuously unclean or parasite-infested.
7. Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectively, in their units. Further, nothing herein shall hinder full access to units and common areas by persons with disabilities.
8. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Wake County Animal Control.
9. Owners are responsible for visiting pets, who are subject to the same restrictions as resident pets.
10. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

PARKING

Approved Vehicles: Parking spaces are for approved vehicles only. Approved vehicles shall include any street designed motorcycle, conventional passenger vehicle, or noncommercial truck of less than $\frac{3}{4}$ ton in gross weight. A commercial truck shall be defined as any truck of more than $\frac{3}{4}$ ton, or any truck of any size which is obviously used for commercial purposes. Junk vehicles, inoperable vehicles, and vehicles which do not have a valid license plate, registration sticker or inspection sticker may not be parked within Walden Woods. Trailers, campers, camper tops, recreational vehicles, house trailers, boats and other machinery or equipment (except as the Association may require for repair or maintenance of common areas) may not be parked within Walden Woods unless the Board has designated areas in which such vehicles may park.

Parking Spaces: Each Unit shall be allocated the use of two parking spaces. The first space will be a numbered space that is reserved exclusively for use of the unit owners or occupants. No one may park a vehicle in another Unit's numbered space. The second space will be one of the unnumbered spaces available in the vicinity of the Unit. If an owner or occupant has more than two vehicles, any additional vehicles must be parked in front of the clubhouse or on Walenda Drive or Gentilly Court.

No vehicle of any type, whether motorized or non-motorized, may be parked in Walden Woods except in areas so designated for parking by the Association. All vehicles must be parked wholly within the lines delineating a parking space. Vehicles may not be parked along street right-of-ways or cul-de-sac islands, and may not be parked on the turf or landscaped areas within the community. The exception is that vehicles may be parked on Walenda Drive or Gentilly Court.

Motorcycles must be parked in marked parking spaces or on Walenda Drive or Gentilly Court. Motorcycles are not allowed on sidewalks, front or back yards, porches, decks or patios. Motorcycles may be parked in a space with a four (4)-wheel vehicle provided the two can be parked within the confines of the space with both vehicles owned by the same party. Only one four (4)-wheel vehicle may be parked in one space.

Parking Permits: Each Unit within Walden Woods Condominium Association will be issued two (2) permanent parking tags and one (1) visitor parking tag. A parking tag must be displayed on any vehicle that is parked in a numbered space or any unnumbered space, unless parked in front of the clubhouse or on Walenda Drive or Gentilly Court. Visitors may park in the assigned space of the unit they are visiting or any unnumbered space on a temporary basis (meaning up to 6 nights in any 30-day period), as long as they display a visitor parking tag. Visitors that do not display a proper parking tag or exceed the visitor allowance will be towed immediately. Residents or owners that do not display a proper parking tag are subject to immediate towing. Please contact the management company for questions about lost or replacement parking permits.

Towing: ANY VEHICLE THAT DOES NOT DISPLAY A PROPER PERMIT OR IS PARKED IN VIOLATION OF THESE RULES IS SUBJECT TO IMMEDIATE TOWING WITHOUT WARNING. The responsibility to reclaim the vehicle and pay any and all fees relating to the towing, including, but not limited to storage fees, will be that of the vehicle's owner. The Association will not be liable for any such costs.

Unlicensed vehicles or motor vehicles driven by unlicensed drivers are not permitted upon the Condominium Property known as Walden Woods Condominiums.

Repair: Extraordinary repairs or maintenance to passenger vehicles or any other type of vehicle on

common ground is strictly prohibited in Walden Woods. This includes repairs to any system of the vehicle that involve fluids, oil, radiator, transmission, brakes. Vacuuming, battery change, tire change and wiper change are acceptable. Any damage caused by repairs (i.e. oil damaging the asphalt) is charged back to the homeowner.

RENTAL OF UNIT

All rentals of Walden Woods by a unit owner shall be in accordance with the By-Laws and Declarations of Walden Woods, which specify that no rental shall be for an Initial period of less than sixty (60) days. Resident homeowners may rent only one room to only one individual. Non-resident homeowners may only rent to one family, as defined in the City of Raleigh ordinances, with a provision in the lease that prohibits renter from subleasing any part of or the entire unit.

All units rented shall have a written lease with a provision requiring the lessee, and the residents of said unit and their guests and invitees, to comply with all Association rules, By-Laws and Declarations. Failure to comply constitutes a default under the lease. The lease shall also contain a provision requiring all occupants (except for the lessee's dependents) execute the lease and forbids subleasing by the lessee. Within ten (10) days of the execution of such a lease, the unit owner shall provide a copy of the lease to the Board or its designee along with the total number in household, names, telephone number(s), description of all pets and vehicles and other such pertinent information as required on the Tenant Information Sheet (Attachment A).

If during the term of a lease the information on the Resident Form changes or the unit acquires a new lessee, the unit owner is bound to update the Board or its designee within ten (10) days of such change.

All Landlords must provide smoke detectors and one (1) carbon monoxide detector as required by North Carolina General Statute Chapter 42.

CONTROL OF WATER COSTS

The Association reserves the right to conduct plumbing inspections of each unit two times per year, in January and in July, to determine if water leaks exist anywhere in the Unit. In the thirty days prior to each of these inspections, Unit Owners will be permitted to hire their own plumber, at their own expense, to perform these inspections. After such an inspection has been completed, the Unit Owner must provide a letter to the Association, giving the results of the inspection and repairs, if any, performed. The letter shall state that the Unit has no active leaks and shall include the plumber's license number. Any Unit Owner not providing such a letter shall be subject to inspection by the Association's plumber. All water leaks are to be corrected at the Unit Owner's expense. Additionally, all owners and residents within the Walden Woods Condominiums Condominium Property shall be **prohibited** from washing any vehicle including but not limited to automobiles, motorcycles, boats, RV's, buses, trailers, or any other vehicular transportation in Walden Woods community.

TERMITE INSPECTIONS

The Association will conduct annual termite inspections of each Unit on an annual basis and cooperation from all Unit Owners is required, as these inspections are important to prevent the extensive damage that termites

can cause. Should a Unit Owner not provide the necessary access for the initially scheduled termite inspection, the Unit Owner will be required to pay the fee for a rescheduled appointment. If an inspection is not performed due to the Unit Owner's failure to comply, the Unit Owner will be responsible for the cost of all repairs needed to correct damage caused by the termites. In addition, should there be damage to adjacent Units due to the inability of the Association to inspect, the Unit Owner who has not allowed access for the inspection will also be responsible for the cost of all repairs needed in other Units in the affected building.

USE OF RESIDENCES

All units shall be used for residential purposes only in accordance with all applicable local and state law. No business may be conducted from or operated within a Unit. No unit may be subdivided for the purpose of housing an occupant in a separate and permanent manner. All Units must contain operable smoke detectors.

CLOTHESLINES

No outdoors clotheslines or other device for drying clothes shall be installed outside any unit on or about the common or limited common area. This includes the balconies of the Beachcombers.

SIGNS

No signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about the Common Areas, including the mailboxes. However, one temporary real estate "For Sale" or "For Rent" sign, not to exceed six (6) square feet in area, may be erected directly in front of the unit. Any such temporary real estate sign shall be removed promptly following the sale or rental of unit. Also, alarm system signs are allowed to be displayed. One alarm system sign may be displayed at the front entrance and one at back entrance of unit. Nothing in this resolution shall be construed as prohibiting the Association from erecting entrance, directional, and other traffic control signs for the benefit of the Association.

VEGETATION

No living trees or bushes may be removed from or added to the Common Area without written approval from the Board. Homeowners are responsible for removing and/or maintaining trees/bushes within fenced areas as needed. When the Association determines that trees/bushes inside the fenced areas might be causing damage to the siding or foundation, homeowners will be required, at their expense, to remove those trees/bushes and treat them so as to prevent further root growth. Non-compliance of this request may result in fines or Association removal at the expense of the owner.

ARCHITECTUAL

No unit owner may make any additions or alterations to common or limited common areas without prior application to and approval of the Board of Directors or its designee. If a unit owner wishes to make any alterations or addition, he/she must submit a written proposal to the Board or its designee describing the nature and specifications of the project. The Board or its designee may require the unit owner to submit diagrams and such as it deems accessory.

After the proposal is submitted, the Board or its designee shall conduct a preliminary site inspection and then hold a hearing with the unit owner. After the hearing, the Board or its designee may either approve or disapprove the proposal. Notification of the Board or its designee decision shall be given to the unit owner in writing.

If the proposal is approved, the unit owner must notify the Board or its designee upon completion of the project. The Board or its designee shall conduct a final inspection of the addition or alteration within twenty (20) days after notification of completion. If the Board or its designee finds that the completed project deviates materially from the proposal, it shall notify the unit owner in writing and the unit owner shall correct the deviation within a reasonable time, unless the notification from the Board or its designee indicates specifically that correction will not be required.

All alterations and additions shall: (1) conform to the North Carolina State Building Code as set forth by the North Carolina Dept. of insurance; (2) conform to requirements of the Association's Insurance policies; (3) conform to the Declaration, By-Laws, and rules of Walden Woods; and (4) reflect architectural continuity and maintain structural integrity.

The unit owner must obtain all necessary building and construction permits. The unit owner shall indemnify and hold harmless the Walden Woods Condominium Association, and its members, from any and all actions, claims, damages or expenses incurred as a result of the alteration or addition. If maintenance of the approved alteration or addition is determined to be the responsibility of the unit owner, a document acknowledging such shall be recorded in the Wake County Register of Deeds. The administrative and recording cost for this document will be the unit owner's expense.

If a unit owner constructs or starts to construct an addition or alteration to common or limited common areas in violation of this Rule, the unit owner will be issued a violation and must cease construction until such time that application has been made to the Board and approved. If the application is disapproved, the addition or alteration must be removed within ten (10) days of notice of disapproval. If the addition or alteration is not removed in accordance with this paragraph, the Board shall take steps to complete the removal at the expense of the unit owner. Any and all subsequent owners of said unit will be responsible for any and all maintenance of said alteration and/or addition.

Mounting of decorative baskets, satellite dishes or any other object to the vinyl siding is expressly forbidden as it voids the warranty of the siding. Repairs to bring the vinyl siding back into warranty will be the responsibility of unit owner. Any and all subsequent owners of said unit will be responsible for any and all maintenance of said alteration and/or addition.

WINDOW AND DOOR TREATMENTS

All owners and residents shall display only acceptable window and door treatments, i.e. draperies, curtains, and/or blinds, in good repair and with a neutral backing (white or off-white), which would face the exterior or the condominium unit. No sheets, blankets, bedspreads, etc. will be allowed. Windows MUST have window screens in place if they are opened.

TRASH COLLECTION

All owners and residents within Walden Woods Condominiums shall abide by the current City of Raleigh Solid Waste Management Services Guidelines. Owners will be further required to refrain from placing any

trash or debris of any kind outside their individual unit or fenced area prior to sundown the day before such collection services are available through the City of Raleigh. Trash cans and recycling bins MUST be marked with the unit number. Non-collected trash must be removed by the owner or resident by sundown of the day on which it was not collected. Likewise, all trash cans and recycling bins must be removed from the curb by sundown. If not removed from the curb, they will be stored in the Club House and may be claimed by contacting the board.

NO appliances, furniture, building materials, water heaters, tires, batteries, and paint cans, etc. will be collected by the City. Consult with the City if you have questions as to whether or not they will pick up a certain item. No litter or trash of any kind may be left in the Common Areas. Bulky item collection should be scheduled through the property management company.

LOITERING

Loitering is considered to be "a gathering of three or more persons in a common area without a definitive purpose." Approved places for gathering are within the limited common areas such as resident's patio, decks, and/or balconies.

NOISE

All precautionary measures should be taken to keep from disturbing the peace and tranquility to which your neighbor is entitled in his/her condominium. Do not operate any sound producing instruments (i.e. TV, stereo sets, automobile sound systems, etc.) above conversational loudness with doors and windows open. Use of radios, TV, etc. on patios or balconies should be carefully monitored as the sound carries into many of the surrounding condominiums. Intrusively loud noises should be avoided at all times. Quiet period will exist from 11:00 pm until 8:00am without regard to day, holiday, or event. Any homeowner not following such rule of quiet period will be subject to appropriate action and fines. Car radios may not be played above normal conversational level while inside Walden Woods Condominiums' Condominium Property. Horn blowing is not permitted.

INTERFERENCE WITH PEDESTRIAN OR VEHICULAR TRAFFIC

No person may walk, stand, sit, lie, or place an object in such a manner as to block passage by another person or vehicle, or to require another person or driver of a vehicle to take evasive action to avoid physical contact.

PATIOS, BALCONIES, DECKS

Patios, balconies, and decks must be kept in a manner that is not unsightly for neighbors. Only outdoor furniture is allowed to be displayed on patios, balconies and decks. Areas should be kept clean and neat.

All storage sheds should be maintained with a door affixed to the entrance. Storage shed doors must be painted the approved paint color as designated by the Board.

Any decorative ornaments used must be in good repair, and must not be offensive in nature as to disrupt the uniform appearance within Walden Woods. Decorative ornaments should NOT be affixed to the vinyl siding or fences or balconies that would cause damage to the structure. Any structure that is damaged by such will be repaired at the homeowner's expense.

DEFACING CONDOMINIUM PROPERTY WITHIN WALDEN WOODS

Defacing or destruction of Common Property will NOT be allowed. Any person causing damage to any Condominium Property shall be responsible for the cost of its replacement or repair. If such person is a tenant, guest, or family member of a Unit Owner, said Unit Owner will also be responsible for the cost of replacement and repair.

FINES

“§ 47C-3-107.1. Procedures for fines and suspension of condominium privileges or services.

Unless a specific procedure for the imposition of fines or suspension of condominium privileges or services is provided for in the declaration, a hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any unit owner should be fined or if condominium privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47C-3-102(11). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The unit owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47C-3-116. If it is decided that a suspension of condominium privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. A unit owner may appeal a decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body.”