

# **Driftwood Manor Rules and Regulations**

This document was approved by the Driftwood Manor Board of Directors on 19 December 2013, and is effective 1 February 2014. It replaces all previous versions of the Rules and Regulations. It was amended on 27 August 2014, 25 November 2014, 26 May 2016, 19 August 2020, 16 September 2020, and 22 November 2025, and the Management Company's address was last updated 22 November 2025.

## **1. Board of Directors' Authority**

*This section describes how the Board of Directors has the legal authority to adopt and enforce these Rules and Regulations.*

At the time you (or the owner of your unit) purchased your condominium at Driftwood Manor, the closing attorney should have furnished you, the purchaser, with a copy of the Declarations and Bylaws and these Rules and Regulations. When purchasing a condominium, the buyer signs a form at the closing which acknowledges the condominium owner's/tenant's duty to abide by the Driftwood Manor Condominium Corporation Declarations and Bylaws. Per the Driftwood Manor Bylaws (section 1):

All present and future unit owners, mortgagees, lessees and occupants of units and their employees and any other persons who may use the facilities of the property in any manner, are subject to the Declaration, the Articles of Incorporation, these Bylaws, and all rules made pursuant hereto and any amendment thereof.

The authority to adopt rules for the Driftwood Manor Condominium is granted to The Driftwood Manor Board of Directors under section 5.2.8 of the Declarations:

The Board of Directors is authorized to adopt rules for the use of the general or limited common areas and facilities, including the right to assign parking spaces, and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the owners, who shall be bound thereby.

The authority to enforce these rules is granted to the Driftwood Manor Board of Directors by section 18 of the Declarations:

Each unit owner shall strictly comply with the provisions of this Declaration, the Bylaws, the community rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or its assignee on behalf of the unit owners, or in an appropriate case, by an aggrieved unit owner.

These Rules and Regulations are in addition to the Declaration and Bylaws and federal, state, and local laws and ordinances. These Rules and Regulations in no way change or override the Declaration and Bylaws or any laws. If these Rules and Regulations are in conflict with the Declaration or Bylaws, then the Declaration and Bylaws prevail. If these Rules and Regulations, or the Declaration or Bylaws are in conflict with any applicable law, then the law prevails.

These Rules and Regulations are subject to change and may be updated from time to time. Updates will be provided to the owners in writing (as required by the Declarations).

## **2. The Management Company**

The Board of Directors is authorized by sections 5.2.2 and 5.3 of the Bylaws to engage the services of a management company. The Board has authorized the management company to enforce these Rules and

Regulations in a fair and equitable manner, under such guidance as the Board may provide from time to time.

Contact information for the management company:

FirstService Residential  
8601 Six Forks Rd Unit 400  
Raleigh, NC 27615  
855-546-9462  
Jack.LaBelle@fsresidential.com

The management company is authorized to update this document for the sole purpose of correcting or updating their contact information contained in this section only without further approval from the Board of Directors.

### **3. General**

The following are general rules and regulations.

The Declarations contain several restrictions on the allowed uses of the property. An excerpt of the Declarations is included here for your convenience.

#### **5. Purpose of Property and Use Restrictions Thereon**

5.1 The purpose of the property is to provide residential housing, parking and recreational facilities for unit owners, their respective families, tenants, guests, and servants.

5.2 The units and common areas shall be occupied and used as follows:

5.2.1 No commercial business shall be permitted within the property other than the renting or leasing of residential units.

5.2.2 There shall be no obstruction of the common areas and facilities. Nothing shall be stored in the common areas and facilities without the prior written consent of the Board of Directors.

5.2.3 Nothing shall be done or kept in any unit or in the general or limited common areas and facilities which shall increase the rate of insurance on the general or limited common areas and facilities without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit or in the general or limited common areas and facilities which will result in the cancellation of insurance of any unit or which would be in violation of any law. No waste will be committed of the general common areas and facilities or limited common areas and facilities.

5.2.4 No sign of any kind shall be displayed to the public view or from any unit or from the general or limited common areas and facilities without the prior written consent of the Board of Directors.

5.2.5 No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the general or limited common areas and facilities; except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors.

5.2.6 No noxious, dangerous, or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

5.2.7 Nothing shall be altered or constructed in or removed from the general or limited common areas and facilities, except upon the prior written consent of the Board of Directors.

5.2.8 The Board of Directors is authorized to adopt rules for the use of the general or limited common areas and facilities, including the right to assign parking spaces, and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the owners, who shall be bound thereby.

*This rule expands upon the rule given in section 5.2.2 of the Declarations by providing specific examples of prohibited behavior:*

3.1 The sidewalks, entry, passages, and stairways shall not be obstructed by the residents or their guests, nor used by them for any other purpose than for ingress or egress to and from their respective condominiums. Therefore, you may not store any items in the breezeways and/or on the sidewalks. There is also no loitering in the breezeways, stairways, or sidewalks.

*This rule expands upon the rule given in section 5.2.6 of the Declarations by providing specific examples of prohibited behavior:*

3.2 Residents should be careful not to play stereos and TVs or otherwise make enough noise to cause offense. Residents also should not have parties or gatherings that are loud and offensive. Note that in addition to this rule, the City of Raleigh has an ordinance about "nuisance parties", which may be enforced by the Raleigh Police Department.

*This rule expands upon the rule given in section 5.2.4 of the Declarations by providing specific examples of prohibited behavior:*

3.3 No signs, including "for rent", "for sale", etc., shall be erected or posted on any part of a building, the Driftwood Manor grounds, or any common area element.

*The following rules cover use of general and limited common areas as allowed allowed by section 5.2.8 of the Declarations:*

3.4 Patios and Balconies are limited common area. They must be kept in a clean and orderly fashion. They may not be used for storage.

3.5 Occupants are required to supervise their children at all times, and see that they adhere to all rules and regulations pertaining to the buildings, grounds, and pool.

3.6 No kerosene or gas heaters or wood stoves may be used on the premises. This rule is included for the safety of all residents.

3.7 Fire code prohibits the use of any kind of grill within 10 feet of any building at Driftwood Manor. This includes use on patios and balconies. The fire marshal has been known to issue fines for grills being visible on balconies, whether or not they are in use. So that there is no confusion about whether it is permissible under rule 3.4 (which states that balconies may not be used for storage) to keep any kind of grill on a balcony: Grills are strictly prohibited on balconies, whether in use or not. If the association receives a fine from the fire marshal due to a grill being kept on a balcony then it may assess that fine to the unit owner.

3.8 Littering is prohibited. Trash must be placed in an appropriate receptacle. The Association

provides dumpsters located throughout the property. The dumpsters are for use by owners and residents only. No trash from outside the property may be placed in the dumpsters. Trash must be placed **inside** (not around, beside, in front of, near, etc.) the dumpsters, *even if the dumpster is full*.

*This rule lists specific actions that may be taken for violations of the rule given in section 5.2.6 of the Declarations:*

3.9 Any activity or situation which is an immediate health or safety hazard, or which could cause substantial damage to the property or structure(s) thereon is prohibited. The Board of Directors or its agent may, at its discretion, act to remove such a violation, including entering into a unit or units (as allowed by section 9.1 of the Bylaws) to abate the violation at the expense of the unit owner(s).

*This rule grants a blanket waiver of 5.2.7 for the purpose of installing HVAC equipment at ground level.*

3.10 HVAC units for individual unit use may be installed (at the unit owner's expense) in the limited common area at ground level that is immediately adjacent to the unit's building, provided that the installation is done with all required permits.

*This rule expands upon the rule given in section 5.2.3 of the Declarations by providing a specific example of something required by our current insurance carrier (at the time of writing) and most insurance carriers which if not done would result in increased rates (or inability to find coverage at all):*

3.11 Every unit must have a functioning smoke detector affixed to an interior ceiling or wall

## 4. Parking

4.1 The majority of the parking spaces on the property require a parking permit. Each unit is allotted a limited number of parking permits (one per bedroom) available at no cost. Additional permits are available at \$100 per year. Owners may request a permit from the management company by contacting them with the make, model, color, and license plate number of the vehicle to which the permit should apply. When a permit is issued, the owner may retrieve it from the Driftwood Manor office (when open), request hand delivery to the unit, or provide a self-addressed, stamped envelope in which the permit should be mailed.

4.2 Parking permits will be issued in the form of a windshield sticker or decal, which should be displayed in the lower right corner of the front windshield. Displaying the sticker in any other location may cause it to be overlooked and the vehicle cited for not having a sticker.

4.3 Parking permits may be denied or revoked for any unit whose account is more than 90 days overdue (for any amounts owed to the association, including regular dues, special assessment dues, and fines), except when a payment plan has been negotiated, or the amount overdue is under dispute.

4.4 Any automobile, trailer, and/or motorcycle on the property may be towed without warning for:

- a) Parking in front of, or in any way blocking, a dumpster.
- b) Parking up on a curb, in a driveway, on the sidewalk, or on any part of the Driftwood Manor grounds other than between the lines of a marked (white lined) parking space.
- c) Parking in or blocking another unit's reserved parking space.
- d) Blocking in another vehicle.
- e) Taking up more than one parking space with a single vehicle.
- f) Failing to correct any deficiency described in 4.6 identified by a warning notice placed on the vehicle (as described below) within 30 days

4.5 Towing will be conducted by a local company and the contact information for them will be posted in the Driftwood Manor office window and/or the entrance to each parking lot. The towing charge will be the current market rate charged by the towing company under contract to service Driftwood Manor. This rate is subject to change.

4.6 A warning sticker will be placed on any automobile, trailer, and/or motorcycle on the property for any of the following reasons. If the deficiency is not cured within 30 days then the vehicle is subject to towing.

- a) Parking in a space designated "permit only" without a valid permit between the hours of 5:00 pm and 7:00 am.
- b) Not having a current license plate and/or safety inspection sticker.
- c) Using a permit which has expired, been revoked, or has been reported lost, stolen, or destroyed.
- d) Using a permit for a different vehicle (i.e. using a permit on a vehicle that does not match the make, model, color, and license plate number associated with that permit).
- e) Vehicle not being "road worthy" (e.g. inoperable with flat tire(s)).
- f) Remaining unmoved for 14 consecutive days without prior arrangement with the management company.
- g) Excessively dripping oil, fuel, or other fluids.
- h) Having graffiti or patently offensive appearance. ("Patently offensive" shall mean the legal definition of the term.)

4.7 Visitor spaces are marked in several areas of the property. A permit is not required to park in a visitor space. However, a vehicle can only remain parked in a visitor space for a maximum of 48 consecutive hours. Vehicles parked in a visitor space for over 48 hours will be subject to being towed.

4.8 Anyone making improper use of the grounds with a vehicle, for example by driving or parking on sidewalks or unpaved areas of the grounds may be charged for any damage caused to the grounds, landscaping, fences, structures, underground sewer, water, or storm drainage lines, etc.

4.9 No trailers, campers, boats, mobile homes, large vans, or any other motor vehicle not used for passenger facilities will be privileged to use the parking areas located and situated in the Driftwood Manor complex, except those vehicles and trailers which are approved to park in the designated "RV" lot at the corner of Teakwood Place and Schaub Drive. Approval for use of the "RV" lot can be obtained through the Driftwood Manor office (while open). Oversized or visibly offensive vehicles or trailers may be refused permission.

4.10 Any vehicle that excessively drips oil, gasoline, or other fluids must be immediately repaired or removed from the property. The owner may be charged for any damage to the parking lot.

## **5. Assessments**

Section 16.1 of the Declarations requires each owner to pay assessments (including monthly assessments, association dues, and any special assessments).

**16.1 Agreement to pay assessments.** Each owner of a unit by the acceptance of a deed or contract therefore, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Board of Directors to pay his proportionate share of the common expenses and special assessments for capital improvements and other matters in such amounts and at such times as determined by the Executive Board in accordance with terms of the Bylaws

5.1 Monthly assessment payments are due on the first day of the month.

5.2 In keeping with the Bylaws Section 7.10, dues and assessments or installments thereof are late if not paid on or before the 10th day after the due date. As a convenience to our members, the Board of Directors will allow an additional five day grace period for all accounts with no outstanding balance. If the

outstanding payment is received within the grace period then the late fees and interest will be waived.

5.3 The late fee will be \$10, and the rate of interest on late payments is 6%.  
(As per the Bylaws Section 7.10, interest accrues from the due date, and payments on an account are applied first to interest and late fees, and then to the assessment payment first due.)

5.4 Any owner who is more than 60 days overdue in their assessment payment will be subject to having their account turned over to an attorney for collection. Section 16.4 of the Declaration states that an owner shall be liable for "all cost of collecting such assessments or installment and interest thereon, including reasonable attorney's fees, whether suit be brought or not." Therefore if an attorney has to be used for collection purposes, his fees and associated charges will be charged to the delinquent owner.

## 6. Pets

Pets are subject to the restrictions listed in the Bylaws, section 16:

The Board of Directors may permit dogs, cats and pets to be kept in units, provided that they are not allowed to roam or run loose outside of the unit. When outside of the unit, dogs, cats and pets must be on a leash, be carried or otherwise be restrained.

6.1 No pet is to be left unattended in the common area.

6.2 Pets may not be kept in limited common areas such as porches and balconies.

6.3 Pets should be walked in the natural areas well away from buildings, sidewalks, dumpsters, playgrounds, and flowerbeds. In accordance with City of Raleigh ordinances, pet feces may not be left on the grounds or washed down storm drains.

6.4 All dogs and cats must have their rabies vaccinations kept up to date and their current rabies license displayed on their collar when they are outside of a unit. Other types of pets must have all legally required vaccinations and tags displayed as appropriate when they are outside of a unit.

6.5 Pets are not allowed to act in an aggressive manner towards people or other pets. It is the owner's responsibility to prevent them from doing so.

6.6 It is recommended (but not required) that pets be spayed or neutered.

6.7 Violators of the city animal control codes may be reported to the city animal control officer.

## 7. Pool

7.1 The pool is for the exclusive use of Driftwood Manor residents, tenants, and their guests **ONLY**. Uninvited visitors should be asked to leave. If they refuse, call the police (at 911).

7.2 The pool is accessible by key card only, available at nominal cost from the Management Company and valid for the summer season. The key card will not open the gate after closing time.

7.3 Homeowners are responsible for all actions and conduct of their guests and tenants for any damage or liability resulting from their actions or conduct. Each homeowner may have up to four guests at any one time, and guests must be accompanied by an owner or tenant at all times.

7.4 Driftwood Manor homeowners and tenants **must have proper identification with them while using the pool**. Acceptable identification includes a valid driver's license or state ID with a Driftwood

Manor address.

7.5 **There is no lifeguard on duty.** The Association may employ or contract for a pool attendant, but the attendant is not a lifeguard. All persons using the pool and pool areas do so at their own risk and assume all liability. The Driftwood Manor Owners Association assumes no liability or risk for bodily injury or death of anyone using the pool facility or loss or damage to any personal property.

7.6 The pool season dates and hours of operation will be communicated to owners via normal communication channels, and posted at the pool and/or clubhouse. The pool is closed outside of the posted dates and times.

7.7 Everyone must shower before using the pool. Oils and sunscreens can build up in the pool and cause the temporary closing of the pool.

7.8 No children under 6 years of age will be permitted in the pool area at any time except with a parent or guardian. Children under 16 years of age will not be permitted in the pool area unless accompanied by an adult at least 18 years of age. Children of age 16 years or older may use the pool unsupervised, but as per §7.4, **must have proper identification**, or they may be asked to leave the pool area. Parents or legal guardians of children of age 16 or over are reminded as per §7.5 that **there is no lifeguard on duty**, and that they are ultimately responsible for their children's safety and behavior whether or not they are present with them at the pool.

7.9 Beverages are allowed in cans or non-glass containers. **No glass of any kind** is permitted in the pool area.

7.10 No eating or drinking is allowed **IN** the pool itself. No smoking is allowed in the fenced pool area.

7.11 No littering. Please dispose of trash appropriately in the receptacle provided.

7.12 No pets are allowed in or around the pool area.

7.13 No running, pushing, or horse-playing is allowed in or around the pool.

7.14 No abusive or profane language or excessive noise will be tolerated. Radios, etc. should not be at an excessive volume where they bother others.

7.15 All pool equipment (rope, net, float ring, etc.) must be kept in its proper place. Emergency equipment is only to be used and/or disturbed in the case of an emergency.

7.16 No one with any infectious disease, inflamed eyes, nasal or ear discharge, open wound or bandages will be allowed on the pool.

7.17 Proper bathing attire is required. Babies must wear clean disposable diapers under sealing plastic pants. No 'cut-offs' are allowed.

7.18 The pool may be closed by the Board of Directors or the management company at any time, for any length of time, due to weather, breakdown, other operational difficulties, or any other reason deemed necessary.

7.19 Anyone can be barred from the pool area at the discretion of the Management Company or Board of Directors for violations of these rules and regulations or for any reason which, in their judgment, constitutes a hazard or nuisance to others or to the Driftwood Manor Owners Association and its members.

7.20 In case of an emergency dial 911.

7.21 The rope that separates the deep and shallow ends of the pool is not to be taken down.

7.22 The Association may employ or contract for a pool attendant. The Board of Directors grants the pool attendant authority to enforce all pool rules, including (but not limited to) the authority to close the pool (as per §7.18) or bar anyone from the pool area (as per §7.19).

## **8. Clubhouse Rental**

8.1 The Driftwood Manor clubhouse is available for all homeowners to rent on a first come, first served basis. Procedures for renting the clubhouse are available by contacting the Management Company.

8.2 Clubhouse rental requires both a deposit and a rental fee. The amounts of the deposit and rental fee are set by the Board of Directors; their current value can be obtained by inquiring with the Management Company. The deposit will be returned if the Clubhouse is cleaned and undamaged. Otherwise, the fees for cleaning or repairing damage will be taken from the deposit. If damages exceed the deposit amount then the renting homeowner will be billed by the Association and held responsible for the remaining balance due.

8.3 Use of the clubhouse must be within the hours of 8:00 AM to 10:00 PM.

8.4 An adult homeowner must be in attendance at all times during private parties.

8.5 The pool cannot be privately rented. Access and/or entry to the pool and pool deck is prohibited when the pool is closed.

8.6 Locks on doors may not be tampered with or removed at any time.

8.7 Alterations to surfaces of the clubhouse (e.g., removing lighting fixtures or fire extinguisher brackets) may not be made. Push pins, thumbtacks and/or tape may not be used on any interior surfaces or walls.

8.8 The clubhouse must be returned to its original condition, with furniture, plants, etc. put back in their original places, on the same day of the event. Floors must be vacuumed, swept, and/or mopped. Countertop surfaces must be wiped down and cleaned. Trash must be emptied and taken out to the dumpster.

8.9 Clubhouse rental may be suspended by the Board of Directors or the management company at any time, for any length of time, for any reason deemed necessary.

8.10 Anyone can be barred from the clubhouse and from renting the clubhouse at the discretion of the Management Company or Board of Directors for violations of these rules and regulations or for any reason which, in their judgment, constitutes a hazard or nuisance to others or to the Driftwood Manor Owners Association and its members.

## **9. Insurance**

In case of fire or other disaster that damages less than two-thirds (2/3) of the property, the Driftwood Manor Owners Association is obligated restore the damaged buildings, with each unit and the common

areas and facilities having the same vertical and horizontal boundaries as before. The Association is not obligated to restore the *contents* of the building nor the privately owned parts of any unit within the building, except those which the Association must remove or destroy in the process of making repairs to the common areas or facilities.

Owners and tenants in Driftwood Manor are responsible for insuring their own units and property. It is strongly recommended that they do so. The Association's insurance does **not** cover:

- Personal belongings
- Alterations and Additions
- Housing
- Lost Rent
- Earthquake Damage
- Flood Damage
- Liability Coverage inside of a condominium, and/or liability issues raised by an owner's and/or renter's negligence.

In some emergency situations, the Association may make repairs on an owner's behalf and pass this cost to the owner. For example, if a sewage backup has left raw sewage in a unit and the owner cannot be contacted immediately, the Association may cause the situation to be remediated so that it is no longer a health hazard and charge to the owner the cost of the remediation.

## **10. Satellite Dishes and Antennas**

10.1 Satellite dishes and antennas are not permitted on any of the common areas of the property.

10.2 Satellite dishes and antennas are not allowed to be installed in limited common areas of the condominiums (i.e. patios and balconies) except to the extent required by law.

For details, see CFR-47-1.4000 at <http://www.fcc.gov/guides/over-air-reception-devices-rule>

In particular:

The rule does not prohibit restrictions on antennas installed beyond the balcony or patio of a condominium or apartment unit if such installation is in, on, or over a common area. An antenna that extends out beyond the balcony or patio is usually considered to be in a common area that is not within the scope of the rule. Therefore, the rule does not apply to a condominium or rental apartment unit unless the antenna is installed wholly within the exclusive use area, such as the balcony or patio.

## **11. Enforcement**

11.1 As authorized by NCGS 47C-3-102(a)(11), these rules and regulations shall be enforced by the Board of Directors, and its management agent, in the manner set forth in Declaration and Bylaws, including but not limited to suit or other legal proceeding to enforce compliance, and/or by the assessment against offending party of a reasonable penalty not to exceed \$100 per day for repeated offenses, to be imposed so long as such offense(s) continue unabated, and to be added to and become a part of the monthly assessment imposed on the owner of the unit which is occupied by the offending party.

11.2 Before a unit owner can be fined for violation of any rule in the Declarations, Bylaws, or this Rules and Regulations document, he will be given a notice of violation. If the violation is not corrected within 30 days, or another violation occurs then the Board of Directors may choose to fine the owner. Before fines can be levied, the Board of Directors will have a hearing to determine whether a fine will be levied and the amount of the fine. As required by NCGS 47C-3-107.1, the owner will be given notice of the charge,

opportunity to be heard and to present evidence, and notice of the decision.

11.3 Violations of any federal, state, or local laws or ordinances may be reported to law enforcement immediately.

11.4 It is the responsibility of the owners to ensure that any tenants, their families, guests, and any other persons using their condominium unit abide by these Rules and Regulations and any applicable parts of the Bylaws and any other governing documents, and to ensure that they do not cause damage to the common areas and facilities. Any fines for violations of these Rules and Regulations, or any damages sought for damage to the property or for any other reason as allowed under our governing documents, shall be levied against the owner. The owner should convey to his tenants that the violation occurred to prevent it from happening again, and may at his discretion seek recovery of fines and/or damages from his tenant.