

Villas of Wake Forest
Condominium Owners
Association

AMENDED
Rules and Regulations

Board Approved and Effective
February 28, 2023

Villas of Wake Forest Condominium Owners Association, Inc.
Rules and Regulations

Revised Rules and Regulations

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Table of Contents

RULES AND REGULATIONS FOR THE VILLAS OF WAKE FOREST.

Personal Property	3
Decorative Items	4
Holiday Decorations / American Flag	5
Landscape / Other Items	6
Storage / Exterior Alterations / Windows	7
Hazardous Materials / Signs / Animals	8
Parking	9
Pool and Swimming	10
Clubhouse	11
Trash and Recyclables /Garage Sales / Utilities / Sale of Unit/Default of Payment	13
Guidelines and specifications for Awnings and Canopy.	14

The Villas of Wake Forest Condominium Owners Association, Inc.
Rules and Regulations for The Villas of Wake Forest

These rules and regulations have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which The Villas of Wake Forest Condominium Owners Association, Inc. operates. All Residents are reminded their support of and adherence to these rules and regulations make the community a more attractive, safe, and harmonious place to live. Your Board of Directors (Board) welcomes the assistance of all Unit owners in the enforcement of these rules and regulations. Accordingly, Residents have both the right and responsibility to assist with enforcement of these rules and regulations by reporting violations thereof to the property manager in writing.

Definitions

Common Elements shall mean all portions of the Condominiums except the Units. All "Limited Common Elements" shall be part of the Common Elements.

Limited Common Elements shall mean those portions of the Common Elements allocated by the Declaration of the Units, including, but not limited to any deck, porch, or patio appurtenant to a Unit, including the Unit's mulched areas, and including the area between the sidewalk and the front exterior wall of each Unit. An area 18 feet by 18 feet located immediately in front of the garage for each Unit shall also be Limited Common Elements for the exclusive use of such Unit.

Unit shall mean a portion of the Condominium designed for separate ownership or occupancy, whether or not contained solely or partially within a building.

Resident is an individual who lives in a Unit, or a Resident may be the Unit owner or a lessee.

Background

This version of the rules and regulations has been revised by a committee of Villas of Wake Forest Residents and was subsequently reviewed, edited, and approved by the Resident-elected Board of Directors. It is recognized that many Residents come from private, free-standing homes with few or no regulatory constraints which would allow for planting, displaying, and otherwise using their property as only they determined. Other Residents come from communities/ dwellings with active home/property owners' organizations having a myriad of rules and regulations. Residents must recognize that we live in a neighborhood with close proximity to each other. Consequently, our actions/preferences can have significant impact on our neighbor(s). Please be considerate of others.

No matter what our past residential situation, we know that each of us was attracted to this particular community in part by its overall "curb appeal," neatness, and well maintained "Common Elements." It was the Committee's and the Board's desire to create a set of rules and regulations that will protect and enhance property values by having a reasonably consistent appearance throughout, while at the same time, allowing Residents to create/display unique and attractive enhancements to their Unit's "Limited Common Elements" thereby giving the Unit "personality" and "uniqueness" but also protecting the safety and wellbeing of Residents and guests. Residents whose Units have street side frontage will have somewhat more responsibility to maintain the highest level of "curb appeal" since those Units are our community's "public face".

Knowing that all Residents will never be 100% satisfied with every rule and regulation contained herein, the Committee and the Board hope and trust that all Residents will appreciate the ultimate purpose of this effort and will make every reasonable, good-faith effort to abide by them. The end goal is to continue to have The Villas of Wake Forest be a desirable community of well-maintained condominium Units that are attractive and livable, inside and outside.

Note: Any damage caused by a resident's action which is prohibited by these rules and regulations, or any damage caused by an action for which prior written approval is required and no approval was obtained, must be repaired promptly by the resident; otherwise, the damage will be repaired and the damaged area returned to its original condition by the Association, and the cost will be billed to the resident.

1. Personal Property.

1.1. All personal property, such as lawn chairs, benches, tables of any kind, etc., must be kept inside the patio or courtyard fence or the garage, not outside in the limited common area directly outside your garage doors. Personal property maintained within the patio or courtyard area may not be visible above the patio fence, with the exception of patio umbrellas and covered grills. Where there is no fence around the patio, properly maintained patio furniture is permitted, including a patio table, umbrella and chairs, consistent with the size of the patio. The patio or courtyard area is not to be considered as a "storage" area.

1.2. Included but not limited to signs, awnings, canopies, shutters, antennae, satellite dishes or any other device or ornament may not be affixed to or placed upon the exterior walls, retaining walls, doors, any fence, roof or concrete without the prior written approval of the Board of Directors. No stationary, fixed or metal awnings will be permitted.

1.3. Retractable fabric awnings, and canopies, are permitted under specific specifications and guidelines, and for specific models. Going forward, all must have Board approval. See page 14 for specific models and guidelines. Town of Wake Forest does not allow pergolas within the Villas.

2. Decorative Items.

2.1. Garden/lawn art is permitted in the limited common element mulched area, to no more than two (2). Statues or statuettes, not plastic, not to exceed a quantity of two (2) and no taller than 12" of natural "earth tone" colors, located in limited common element mulched areas are permitted.

2.2. Display of the following item(s) is/are permitted:

2.2.1 Wreath (front door) Decorative wreaths may be hung on the door only. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on walls and on the outside of patio and courtyard fences, with exception at Christmas. A wreath should be seasonably appropriate and when holiday specific displayed one week before through one week after the holiday. Christmas wreaths may be displayed from Thanksgiving until January 7th of the following year. Use over the door "J" hangers or Command Hooks to display wreaths.

2.2.2 Birdfeeders, Birdhouses, Birdbaths:

a) Birdfeeders (freestanding, hummingbird, seed or suet style) may be located in the Unit's limited common element mulched area and hung from L-shaped or 6-foot shepherd's hook. Birdfeeders are limited to three (3).

b) One (1) freestanding birdbath not exceeding 24" in height is allowed in the mulched area directly adjacent to the Unit if it is maintained so as not to create a potential mosquito breeding site.

2.2.3. Flower/plant pots or hanging plants: no more than five (5) in number, located at the front door entrance, or in the Unit's limited common mulched areas. No more than (2) flowerpots that are allowed may be hung on six-foot Shepherd hooks maintained. Pots with no plants or dead plants must be removed.

2.2.4. Hoses will be neatly coiled in the bed or kept inside the reel when not in use (April 1-October31) and put in storage any other time of the year. Reels or hoses may not be mounted or affixed in any manner to any exterior building surface or fencing.

2.2.5. Ground/Landscape lights (solar) emitting white light are permitted in planted limited Common Element mulched areas, running along the sidewalk to the front door. The lights must be 10" tall or less, equally spaced, stand vertical, and kept well maintained. No lights are to be placed around trees. The total number of lights is not to exceed 12.

2.2.6. Decorative garden or seasonal flags: a maximum of two per Unit, up to 30" suspended from a garden flag stand and located in the Unit's limited Common Element mulched areas are permitted.

2.2.7. Wood or metal bench or pair of chairs: properly maintained that will fit within the entry way

is permitted. With an approved ACR a bench may be allowed in the limited common mulched area.

2.3 Holiday Decorations

Christmas lights and decorations are permitted to be placed in the Limited Common Element and/or building exteriors provided the decorations do not damage the Limited Common Element, building, gutters or siding. They may not be displayed before Thanksgiving Day, and must be removed by no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday

2.3.1 No holiday lights or decorations shall be permanently attached or placed on any tree or shrub. This includes trees and shrubs in the common element mulched area and fencing. Holiday lights may, within the time frame specified above, be temporarily placed on fences, trees, bushes, or shrubs at the unit or in the adjoining common element mulched area. All holiday lights, illuminated ground displays and projection lights must be turned off nightly by 10:00 PM. All associated electric power cords shall be protected from landscaping crew activity and shall not be a trip hazard on sidewalks, over-taping is recommended as needed.

2.3.2 There will be no Inflatables decorations, or seasonal music outside of the unit. All decorative lights and projection lights must be turned off by 10:00 PM. If there are spotlights in the mulch areas, please mark them with a red ribbon or flag for the Landscapers.

2.4. The American Flag

2.4.1. A freestanding flagpole within the owner's Limited Common/mulched area is a good permanent display method for The American Flag at a residence. It may be displayed following normal flag protocol. The flagpole should be a maximum height of 10 feet to fly the flag, unrestricted by fence or foliage. An Architectural Change Request must be completed for any flag mount which is mounted to the garage trim, wood columns, or permanently mounted in the ground with a 10-foot pole

2.4.2. The American Flag may be mounted on a standard display pole, using a white metal bracket securely fixed with stainless steel screws onto the vinyl around the garage door trim or from the wood columns, if applicable. The flag shall be unrestricted to wave in the wind above fences, shrubs, or other planted foliage. No flag shall be mounted on any window trim, or by inserting the stick between the gutter and downspouts.

2.4.3 Stick mounted, parade type flags may be displayed on sticks that are long enough so that the flag does not touch the ground, vertical to the ground, and secure enough so as not to be blown over by the wind. These flags are limited to the unit mulch area

2.4.4. Any American flag that is permanently displayed 24/7 shall be fully illuminated and unobstructed for visibility. Illumination by street lights is acceptable.

2.4.5. Worn, tattered or discolored American Flags, including small, stick flags, should be replaced and properly disposed

3. Landscape Plants/Plantings

3.1. Annuals/Perennials

Annuals and Perennials may be planted inside the patio fence or directly outside the patio fence or veranda in existing mulched areas. These do not need approval from the Landscape Committee. Annuals or Perennials should not exceed the height of the patio or courtyard fence when mature. Residents who choose to plant annuals and perennials will be responsible for weeding and maintaining their own beds.

3.2. Trees and Shrubs

Planting of new shrubs or trees in existing mulch area requires a Landscape Variance Request Form filled out and approved by the Landscape Committee. No shrubs or trees can be planted, transplanted or removed without an approved Landscape Variance Request Form. LVR request forms are available from the Landscape Committee and on the web site.

3.2.1. Additional landscape plants may be considered that will not exceed the height of the patio or courtyard fence. Please remember native plants are always the best choice.

3.2.2. Additional trees may be planted, upon approval from the Landscape Committee. The planting must conform to the specifications approved by the Landscape Committee for planting trees, shall have appropriate mulched areas, and be selected from the approved list on Appendix A. (Appendix A can be found on the website and posted in the clubhouse).

3.2.3. New or additional mulch must match existing brown mulch. Borders between mulch areas and grass may be added. Borders may be stone, plastic, or rubber material, but may be no taller than three (3) inches above ground. Colors may be black, brick, or natural stone.

3.3. Any landscaping problem or concerns should be directed to the Landscape Committee.

Other items

4.1. Prohibited Items and Activities

4.1.1. The following items will be strictly prohibited in the Common Element of the Condominium unless specific exceptions are made: any type of yard sign, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, outdoor play equipment associated with children's activities, mounted hose reels, laundry poles or clotheslines, or other such items.

4.1.2. Laundry may not be hung over any patio fence (including, without limitation, swim suits, towels and rugs).

4.1.3. The following activities will be strictly prohibited in the Common Areas: playing basketball, softball, baseball, football, skating, skateboarding, or playing any audio device so as to be audible to any other unit owner.

4.1.4. Discarding of cigarette butts or other or other littering in common areas, limited common areas is strictly prohibited.

4.1.5. Chimineas and wood burning fire pits are strictly prohibited anywhere in the community. Gas fire pits are permitted (an ACR is required) if it is connected to a dedicated gas line installed by the gas company or a qualified licensed and insured contractor/subcontractor. Propane gas fire pits are also permitted.

4.1.6 Expanding or reducing the size of any existing limited common mulched area is not allowed without an approved ACR.

4.1.7 No golf carts are permitted.

4.2. Storage

No unit owner shall obstruct any of the Common Element nor shall any unit owner store anything upon any of the Common Element unless in areas specifically designated for storage by the Board of Directors. Any items reasonably found by the Board of Directors or the Property Manager to exist in violation of the foregoing may be removed without any notice being required.

5. Exterior Alterations

No alterations, modifications or additions to fences, walls, patios, decks, walkways and entryways may be made to the unit exterior without an approved ACR.

5.1. Storm Doors

Storm doors may be added at the resident's expense when an ACR has been approved by the Board. Only white doors will be approved. No alterations, modifications or additions to fences, walls, patios, decks, walkways and entryways may be made to the unit exterior without an approved ACR.

5.2. An ACR must be submitted for any Exterior modification.

5.2.1. Patios shall be constructed in accordance with those plans and specifications of existing Patios in the Community for the Type of Unit for which the application is being made, except patio sizes may be restricted based on unit location and grade. Fences shall be installed in accordance with the plans and specifications of existing patios and follow the Manufacturer's recommendations. Gates, as with existing units, are optional.

5.3. Satellite Dishes: Satellite dishes are permissible with an approved ACR.

5.3.1. Dish installation is permitted only in certain locations on each building; only on the fascia, not the roof. It is the homeowner's responsibility to make sure the contractor installing the dish follows the installation guidelines. Any installation that does not follow these guidelines shall result in a rules violation by the homeowner.

5.3.2. The homeowner is responsible for any injury or damage to persons or property caused by their satellite dish.

6. Windows and Window Coverings.

All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off-white, light beige, light gray on the exterior side.

7. Hazardous Materials

No potentially hazardous or toxic materials or substances shall be used or stored in any Unit or Common Element other than normal household, lawn and garden products which shall be used by Owner in a manner not to permit spills or runoff of such materials onto the common element or, adjacent property, wetlands area, ponds or buffers. No activity shall be allowed which violates local, state or federal laws or regulations; provided however, the Board shall have no obligation to take enforcement action. In the event of a violation, it will be handled by the Property Management Company.

8. Signs.

No signs or other advertising devices shall be erected upon or displayed or otherwise exposed to view on any Common Element, Limited Common Element, or any Unit without the prior written consent of the Association, except for a professionally prepared security system decal or small sign in the limited common element. A two-pronged, in-the-ground, "For Sale" or "For Rent" sign may be placed in the unit's common area close to the unit with an information box. If the realtor places a For Sale sign with an inground post it is mandatory that the hole be filled once the sign is removed. In addition, "Open House" signs (one at each entrance, and no more than 2 at the unit are permitted and must be removed at the close of the Open House. Pursuant to North Carolina General Statute section 47F-3-121, this document regulates or prohibits the display of political signs.

9. Animals

9.1. No animals of any kind, including livestock and poultry shall be raised, bred, or kept on any portion of the community, except that for each Dwelling Unit there shall be permitted up to a total of three (3) dogs or three (3) cats or a combination of dogs and cats not exceed three (3) in total and shall not exceed 150 lbs. in combined weight, no more than three (3) birds, and a reasonable number, as determined by the Board, of other usual common household pets, subject to compliance with applicable laws. Notwithstanding the foregoing, Pit Bulls are expressly prohibited or any other breed the Board of Directors identifies and determines prohibited due to being deemed dangerous. The Association shall have the right to prohibit, or require the removal of, any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of the Common Element and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard. In no event, however, shall monkeys, snakes, pigs, or ferrets be permitted in any Dwelling Unit. Pets which are permitted to roam free, or which in the Association's sole discretion, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to other Owners or Residents of any portion of the Community shall be removed from the Community upon the Board's request at the Owner's expense. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. The Board may adopt reasonable Rules designed to minimize damage and disturbance to other Owners and Residents, including Rules requiring damage deposits, waste removal, leash controls, noise controls, more restrictive pet occupancy limits than those set forth above based on the size and facilities of the Dwelling Unit and fair share use of the Common Area or Neighborhood Facilities; provided, however, any rule prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which

was being kept in the Community in compliance with the Rules in effect prior to the adoption of such rule. Nothing in this paragraph shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of Residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept, bred, or maintained for any commercial purpose. As of the date hereof, Town of Wake Forest ordinances require dogs, cats, and certain other animals to be maintained on a leash when off their owner's property, except in certain circumstances. It is each Owner's responsibility to comply with the Town of Wake Forest leash laws, as they may be amended at any time.

9.2 All animals, when outdoors, shall be under a person's physical control and maintained on a leash not to exceed eight (8) feet in length. Pets shall be supervised by a responsible individual at all times. The person walking the pet must: maintain control at all times, shorten leashes to prevent interference with approaching residents, and observe all courtesies to prevent injury to persons or property. Such individuals shall be responsible for the immediate cleanup of all pet litter.

9.3. No pet shall be tethered, staked, penned, or caged outside in the Limited Common Element or Common Element nor shall any pet be tied to any patio fence.

9.4 All pets must be registered and /or inoculated as required by law.

10. Parking/ Vehicles

10.1. No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway except on an overnight basis (24 hours) for loading, unloading or providing service. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Other vehicles used for recreation (van conversions / RV's) will be permitted to park in limited common area (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Commercial moving vans when conducting business and commercial trucks when in the area to perform services or repair work are an authorized exception.

10.2. All parking by residents or guests must be: (a) within the garage (b) in the Limited Common Element in front of the garage door, (c) in the parking spaces at the Clubhouse area. The preferred parking is in the garage or in the Limited Common area in front of the units' garage doors. Overnight parking in the street is prohibited.

10.3. Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident or a resident's invitee, which are parked in any Common Element or Limited Common Element for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Limited Common Element or Common element with the exception of short-term emergency such as flat tire or battery exchange

10.4. No motorized vehicles, including, without limitation, motorcycles, mopeds, etc. may be driven or used upon the Common Element (except for paved roads, parking areas and driveways) without the prior written consent of the Board of Directors.

10.5. No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owner's garage. The speed limit within the community is 20 mph. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

10.6. When attending an event in the Clubhouse, parking in the Clubhouse lot is encouraged and preferred. If the handicapped slot is filled, parking on the street in front of the Clubhouse is permissible. Park only on the clubhouse side

11. Swimming Pool / Pool area.

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area.

11.1. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

11.2. All persons without swimming skills must be accompanied by a person with swimming skills, regardless of age.

11.3. Generally, guests are limited to four (4) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present. The-four (4) guest-per-household limit will be enforced if the pool area becomes too crowded or disruptive for the enjoyment of residents.

11.4. The following are prohibited in the pool area

Animals, Pets

Glass, other breakable items, or electrical devices

Running in pool area

Diving or jumping into the pool or disruptive behavior

Excessive noise, splashing or radios unless using headphones

Private pool parties

All rafts/body floats/children's pools

No smoking of tobacco products or vapes in the pool inside fence or in common area

11.5. Swimming is permitted in garments sold as swim wear. Infants must also wear swim suits. No diapers are permitted in the water except those designed for this use.

11.6. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use. Cover chairs to protect them from tanning and other lotions. Close umbrellas after use and when leaving. Take with you what you brought or dispose of it in the trash receptacles.

11.7. The pool will be open daily during swimming season from dawn to dusk when it is closed to ALL persons. The county defines pool as everything within the fence, therefore the deck will be closed at dusk. The pool gate must remain locked when not in use. The last person out of the pool is responsible for locking the gate.

11.8 Wet swim wear is not permitted in the Clubhouse, except in the restrooms. Enter and exit the restrooms using restroom exterior doors

11.9. The gas grill is to be operated by adult residents only and must be cleaned after each use.

11.10. If a resident or their guests cause the pool to be closed (glass breakage, etc.) drained, cleaned or refilled, the cost incurred will be charged to the person responsible.

12. Clubhouse

The Clubhouse facilities and grounds are intended for the exclusive use of all residents of the community in good standing and their guests but may be rented for private member hosted functions during available dates. New Year's Eve and Day, Christmas Eve and Day, Easter, Memorial Day, 4th of July, Labor Day, and Thanksgiving will **not** be available for individual rental. The Clubhouse may be rented for resident functions only. A \$175.00 refundable deposit is required for renters and a \$50.00 rental fee will be required. Rental arrangements must be made and rental forms obtained through the current management company. Forms are also available on the website.

12.1. The Board shall designate a Committee or other body to manage the Clubhouse.

12.2. When groups, organizations or service providers are invited by a resident to present programs to the community, the following guidelines must be observed:

a) Information must benefit the entire community, i.e., problems addressing medical, safety, insurance, community issues, etc.

b) Organizations may leave information following the presentation with the understanding that there will be no solicitation, no contacting of residents or any attempt to sell a service or product.

c) When outside groups, organizations or service providers are invited to present educational programs in the clubhouse, the presentations are for the exclusive benefit of the Villas residents and their guests, and not the community outside the Villas of Wake Forest.

d) Forms and details can be found on the Villas Website or by contacting a member of the Clubhouse Committee.

12.3. Guest(s) will be permitted to enter and use the Clubhouse only while personally accompanied by a resident. No one under the age of eighteen (18) is permitted in the Clubhouse or exercise room without an adult resident present. The key code shall not be given to a nonresident.

12.4. When the Clubhouse is rented for a private party, the hosting resident is responsible for supervising the function and, therefore, must be present at all times. Such resident accepts full responsibility for the building, furnishings, and equipment and for the conduct of the persons attending the function.

12.5. Children and teenage parties will be prohibited.

12.6. The renting resident will have exclusive use of the party room only; the guests may not use the pool, exercise equipment, or the small meeting room. The pool may not be reserved for any party. No party items will be furnished by the COA.

12.7. The total number of guests, which shall not exceed 83 (per fire code) will be submitted on the rental application. No entry or admittance fee may be charged for invited guests at the door

12.8. The Clubhouse committee, or the Board of Directors, may deny any person or organization the right to use the Clubhouse when such refusal is considered to be in the best interest of the residents; and in granting use of the Clubhouse, the committee may require such additional conditions as it may deem appropriate. In no event shall the Clubhouse be used by anyone other than a resident.

12.9. Persons abusing or damaging any furniture or equipment through improper use, carelessness, or neglect will be assessed for the cost of repair or replacement.

12.10. Community events will not have priority over private functions booked in advance. Rentals will be placed on the calendar once a completed, signed application has been received and approved along with all applicable fees and deposit. Private reservations may be made up to 90 days in advance.

12.11. Residents renting the Clubhouse must assume all responsibilities for the event, including making arrangements for use of the facility, arranging for entry to the facility, being present throughout the event to maintain order and safety and to handle cleanup operations. These responsibilities cannot be passed on to anyone else.

12.12. Residents renting the Clubhouse may not attach decorations, posters, pictures, etc. to the walls. Also, all tables and chairs are to be returned to their original locations.

12.13. Parking must be supervised by the host to prevent illegal parking by guests. For safety reasons, guest should park on only one side of the street, which should be in the direction of travel on the Clubhouse side of the street. If the clubhouse is rented for a private function, the hosting member may be asked to have guests carpool, if the number of vehicles exceeds the clubhouse parking area and the limited space on the street in front of the clubhouse. The rental application must specify the estimated attendance.

12.14.1. Renting resident will participate in a pre-event inspection with a member of the Clubhouse committee.

12.14.2. Renting resident is responsible to set up a post-rental inspection time and meet with the designated person at the appointed time. Failure to meet for the inspection will result in forfeiture of the deposit.

12.14.3. After inspection of the Clubhouse to verify that it has been returned to satisfactory condition and that any damages have been satisfied, the security deposit will be returned. If damage repair or cleanup result in costs beyond the deposit, the member shall reimburse the Association for these costs.

NOTE: A cover is available for the pool table, so that it may be used as extra serving space. If it is not used, the renting resident assumes full responsibility for any damages incurred to the pool table and equipment during the scheduled event.

12.15. The renting resident will be responsible for all cleanup and trash removal. Cleanup must be done (completely) the day of the party.

12.16. Cleanup is to include vacuuming all carpeted areas, wiping down counters, tables, and damp mopping the kitchen. Vacuum, mop, and brooms are in the storage area.

12.17. No smoking is allowed in the Clubhouse.

12.18. No pets are allowed in the Clubhouse.

12.19. Loud music, profanity, or offensive behavior is not permitted in the Clubhouse. Advise guests leaving private parties to respect residents by controlling noise.

12.20. Trash is to be disposed of in containers provided outside the Clubhouse. Please separate trash and recyclables. If the containers are full, the renting resident is responsible for taking all of the trash and recyclables with them for proper disposal.

13. Trash Collection.

Roll-out trash collection carts are not to be set out prior to 4:30 pm the day preceding collection and must be put away as soon as practicable. Roll-out carts provided by the Town of Wake Forest must be used, and the trash must be bagged before being placed in the carts. All trash for collection must be set out at the main street, next to the curb, away from the driveway entrance. When not out for collection, roll-out carts should be stored in the garage, if practicable; if not, then in a spot not visible from the street. If the placement of your unit does not allow for the out-of-sight option, then your carts must be placed along the side of the unit as close to the garage as possible. No storage of carts is permissible between the two garages.

14. Solicitation and Garage Sales.

Solicitation by commercial enterprises is not authorized within the community. Garage sales are specifically prohibited, unless approved by the Board of Directors as a planned community activity.

15. Utilities.

Residents are responsible for maintenance and payment of separately metered gas, electric, television, telephone and for calling to initiate service on the date of possession.

16. Condominium Sales.

Any owner who sells his or her Condominium is responsible for:

- Notifying the Association and the Property Management Company.

- Making certain all condominium dues are current.

- Making certain new owners receive the Condominium Declaration Bylaws, and these Regulations.

- Insure that 3 mailbox keys, pool keys, all house keys and patio key (if applicable) are given to new owner.

17. Default in Payment of Assessments.:

If any owner defaults in the payment of any Common Expenses, as such terms are defined in the Declaration of The Villas of Wake Forest, a Condominium, or other sum against such Unit Owner or a unit and the default continues for a period on excess of ten (10) days, such Unit Owner shall pay interest on the amounts due at the rate of eighteen percent (18%) from the due date thereof until paid. In addition, the Common Expenses or other sums due shall be subject to a late fee, the larger amount of \$10 or the amount equal to five percent (5%) of the amount past due if not paid within ten (10) days after the due date thereof.

Amendments.

These rules and regulations may be amended from time to time by a majority vote of the Board of Directors.

Awnings and Canopies

Villas, Chateau, Abbey, Windsor

Original Canterbury

Umbrella ONLY

No Board Approval Needed

Colonnade, Ducal, New Canterbury

Umbrella

Retractable Awning

Canopy

Board Approval Needed except for
Umbrella

Installation Guidelines

Retractable Awnings

1. Fabric - Fade resistant Sunbrella or equivalent
2. Size - Dependent on approved models
3. Color - Solid or striped to blend/match unit color
4. Options - Motorized/wind sensors recommended
5. No roof mounted installation
6. Must be installed on secure header over French doors (New Canterbury) or sliding glass doors (Colonnade & Ducal)

Canopies

1. Size - No higher than eave; fit footprint of courtyard & on concrete pad
 2. Color -White or color blend with unit;
 3. Mounting (stability) - Hard in concrete/soft with stabilization
- An Architectural Change Request Form (ACR) must be filled out in detail before consideration by the Rules & Regulations Committee.