

FOUNDERS ROW CONDOMINIUMS

DOWNTOWN RALEIGH, NORTH CAROLINA

Rules and Regulations

Property Manager: York Properties @ 919.821.1350

Effective January 1, 2021

The Rules and Regulations herein contained have been developed and approved by the Founders Row Board of Directors. The Rules and Regulations have been formulated with consideration for the outside aesthetic appearance and the property value of the Founders Row property. Guests of residents are subject to all rules and regulations. When in conflict with the registered Association Bylaws, Article of Incorporation, Declaration of Intentions, any Amendments, or North Carolina state law, the registered documents and/or North Carolina law supersedes these Rules and Regulations.

A. Unit

1. Annual service of the HVAC unit is required by May 31st and a service report must be filed with the management company each year with the Resident Information Form. Service must clear condensate drain line(s) from blockage and verify that condensate drain channels within the air handlers do not leak. Units are required to have a drain hub overflow switch installed and verified on the annual unit service report. Condensate overflow is a common cause of serious damage to the unit and neighboring units. Financial responsibility of repair resides with the owner of the unit causing the damage. Failure to file a report of the annual HVAC service with verified operating overflow switch by May 31st results in a fee of \$100 in administrative costs for each non-compliance, HVAC or verified overflow switch.
2. Hot water heaters in each unit shall not be older (manufactured date) than 14 years. The Board of Directors shall hire a licensed plumber to have the hot water heater replaced if the unit owner does not have it replaced within 30 days of being notified of the need to replace it due to age threshold. A \$100 fee shall be assessed for any unit in violation, in addition to the cost of replacement of the hot water heater.
3. Each unit owner is recommended to procure an HO-6 insurance policy with Schedule A. (Dwelling) coverage with the minimum coverage amount equal to the amount of the HOA master policy's deductible. See Declarations 17. DUTY TO REPAIR.
4. Front and balcony\patio doors and hardware (door, door lock, door handle, doorknob, peep hole, light fixture and doorbell, etc.) shall be of uniform style and the color consistent with all other units. Doorbell cameras and the like are prohibited. Screen doors are prohibited, except at the balcony entrances. Unit owners will be asked to remove non-conforming hardware/doors and given 60 days to make a replacement. If the non-conforming hardware remains at the end of the 60-day notice period, the Board will arrange for replacement hardware/doors and owner will be assessed a \$100 fee and all costs related to the replacement.
5. Each unit owner shall install and maintain at least one working smoke alarm in their unit. It is recommended to have one on each level of the home.

B. Move-In\Resident Information

1. All residents must complete the Resident Information Form, and it must be filled in completely. Residents are responsible for filing a new Resident Information Form if there is a change. A Resident Information Form must be filed with the property manager at move-in

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time, annually, and when resident information changes at any time during the year.

2. A move-in fee in the amount of \$200 shall be assessed to the unit owner for each time a move-in event occurs. A move-in event occurs when any new resident takes up occupancy of a unit. The move-in fee still applies regardless of the move-in arrangement.
3. A Resident Information Form shall be completed and returned to the property manager no later than the move-in date.
4. Each unit shall limit residency to four adults or less.
5. Move-in and move-out activity shall be limited to the hours of 7:00am to 11:00pm.

C. Lease of Condo Unit

1. Unit owners who lease their units shall be responsible for ensuring that their lessee(s) receive and understand the Rules and Regulations. Fees or fines for non-compliance of lessee(s) shall be the unit owner's responsibility. To verify tenants have received and read Rules and Regulation, owners or their management company shall have tenants sign a copy and file the signed copy with York prior to moving in. Failure to file in a timely manner results in a \$100 administrative fee in addition to the regular move-in fee.
2. Any unit owner who plans to lease a unit shall notify the property manager at least 10 days before occupancy of the name of the lessee(s) and the effective occupancy date.
3. A copy of the finalized (signed by all parties) lease and a completed Resident Information Form shall be registered by the unit owner with the HOA property manager in order to receive a parking permit.
4. Each adult resident shall be named on the lease filed with the property manager.
5. Tenant managed sublets are not allowed.
6. Leases must be re-filed annually as part of the Resident Information Form. Lease filing is required before parking permits will be issued.
7. No unit may be rented or leased for less than a 30-day term or for purposes of occupancy by persons other than the lessee and his or her immediate family. No room may be rented and no transient tenants may be accommodated. See Declarations 23. STATEMENT OF PURPOSES, USE AND RESTRICTIONS.
8. The use of short term rental services such as, but not limited to AirBnB, Vrbo, and HomeAway to rent out, lease, or advertise any unit, is prohibited, regardless of length of stay or rental terms.

D. Pets

1. Generally recognized house pets in reasonable number (no more than two dogs) and sizes (up to 45 lbs.) may be kept and maintained in a unit, provided that such pets are not kept or maintained for commercial purposes.
2. There is a \$100 fee to be paid annually (\$50 if the dog moves in after September 30th) for each dog. This fee covers the costs of additional landscaping and other services that are incurred as a result of maintaining dogs on the premises. The annual fee is due no later than January 15 and within 30 days of a dog's initial arrival to the unit.
3. Pet owners shall provide a photo of the pet and documentation indicating that each pet's rabies vaccination is current upon initial move-in and on the annual updated Resident Information Form.
4. Pets shall be kept on a leash that is less than 8 feet long while in common areas and no unattended pet shall be leashed to any object in the common areas.
5. No animal shall be permitted to bark, howl, or make other loud noises for such an

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unreasonable amount of time as to disturb neighbors' rest or peaceful enjoyment of their unit or any common area.

6. Pet owners or their responsible parties (e.g. pet sitter) shall only allow their pets to go to the bathroom in the designated pet area (located on the southwest corner of the parking lot) and any pet waste shall be removed immediately. Off limit areas include all breezeways and courtyards, parking lot areas (excluding the designated pet area), front of building including the right of way, and outside the brick wall surrounding the Founders Row property. A \$50 fee per occurrence shall be assessed for any unit in violation.
7. Pet owners shall be responsible for any property damage, injury, or disturbance caused by their pets.
8. Non-compliance with pet rules results in an administrative fee of \$100.

E. Balconies, Patios, and Windows

1. All gas and charcoal grill use and storage is prohibited inside units, balconies\patios, and in all common areas.
2. All exterior window screens shall be of uniform style and the color consistent with the exterior window screens of all other units. Window screens shall always be maintained with no visible damage and installed, unless the window\window screen is being cleaned or repaired. A \$50 fee per window screen shall be assessed for any unit in violation in addition to the replacement\repair cost of the window screen(s).
3. No penetration (e.g. inserting nails or screws into the stucco) of the exterior stucco (including balconies\patios) shall be permitted. A \$200 fee per occurrence shall be assessed for any unit in violation in addition to the cost of replacement\repair cost of the stucco where penetration occurred.
4. No bird feeder or bird house may be erected\attached\placed on any balcony\patio or anywhere in the common area.
5. No exercise equipment shall be used or stored on balconies\patios.
6. Any newly installed balcony ceiling fan shall be black or brown in color, no writing or design shall be visible, and fan blades shall be between 19 inches and 24 inches in length (because that is the size that fits). Fans must be maintained in good condition including paint.
7. All balconies\patios shall be clutter-free. No clothing, towels or other articles shall be hung on the balcony railings.
8. No indoor furniture or appliances shall be used or stored on balconies\patios.
9. No sign, foil, cardboard, or any other advertisement or promotion item shall be displayed on any door, in any window or on any balcony\patio.
10. No decorations (including Christmas lights) or flags shall be displayed in windows or balconies\patios at any time except for the below occasions\dates. During the below occasions\dates only non-offensive items shall be displayed. Proper tree disposal is described in the trash and recycling rules section.
 - a. Winter Holidays (Oct 15th – Jan 10th)
 - b. Other (if the Board of Directors determines another occasion warrants decorations or flags the decision will be posted at the mailboxes with any restrictions noted).
11. No objects shall be swept, shaken or thrown from any window, balcony or door.

F. Common Areas and Roof

1. One Realtor Information Box shall be used for all properties for sale\lease. No additional real

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estate signs shall be permitted on or about the Founders Row property. This includes placing a for sale\lease sign in a window or balcony\patio. A \$50 fee per occurrence shall be assessed for any unit in violation in addition to the cost of the removal of the real estate sign.

2. One Realtor lock box with a gate key shall be located at each Davie St. front entrance gate. All units listed for sale must use the mounted lock box for gate access. This a shared lockbox. Contact York Properties for usage. A \$50 fee per occurrence shall be assessed for any unit attaching a lock box to a gate or fence in addition to the cost of the removal of the lock box not located in the proper location. Realtor lock boxes with keys to individual units shall be attached to the front door of the unit for sale\lease.
3. No outside water spigot shall be used by any resident or representative of resident except in the case of HVAC service, emergency or with prior approval from the Board of Directors.
4. No common area shall be used for games such as skateboards, golf, football, baseball, etc.
5. No common area shall be used for personal storage (e.g. firewood, boxes, bicycles, strollers, furniture, etc.).
6. No litter (e.g. candy wrappers, beer cans, cigarette butts, etc.) shall be discarded in the common areas including but not limited to parking lot, breezeways, and courtyards. A \$50 fee per occurrence shall be assessed for any unit in violation.
7. Contents of flower pots\planters shall not be dumped in any common area. A \$100 fee per occurrence shall be assessed for any unit in violation.
8. No trash shall be placed or stored in the common areas for any amount of time.
9. No penetration of the roof shall occur. A \$100 fee per occurrence shall be assessed for any unit in violation in addition to the cost of repairing the penetration and any remediation cost that may be required to return the roof to warranty status.
- 10.No item, excluding HVAC units, shall be installed on the roof. All HVAC units and related parts shall be secured including electrical connection boxes. Heat exchange lines (cooling/heating) penetrating the roof must be sealed. Any sealant installed on the unit service lines that is not compatible with roofing material will be replaced at unit owner's cost. Roof HVAC equipment shall be labeled with the Unit number.
- 11.Only personnel authorized by the Board or Management Company are allowed on the roof. Each incident of an unauthorized person beyond the roof deck enclosure will result in a \$100 assessment to the unit owner.
- 12.Unit owners shall be responsible for any property damage to common areas (courtyards, mews, parking lot, perimeter), at and around the roof access (e.g. walls, stairwell, stucco, etc.) or on the roof itself caused by themselves, their lessee(s), or third parties performing services for the owner. Unit owners shall be assessed an amount equal to the cost of having any damaged area repaired.
- 13.No resident shall hold yard sales or charity sales on the Founders Row property.
- 14.No motorized vehicle of any type shall be permitted on any common property (including limited common areas [balcony\patios]) excluding the parking lot. A \$100 fee per occurrence shall be assessed for any unit in violation in addition to the cost of removing the prohibited item.

G. Parking: General

1. All vehicles shall display a valid Founders Row Resident Parking Permit on driver's side windshield.
2. Parking shall only be allowed inside marked spaces.

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3. Unit owners shall be responsible for any damage to parking spaces and auxiliary spaces they, their lessee(s), or a third party may cause.
4. Work vans and trucks such as moving trucks, painters, plumbers, and landscapers shall be permitted between 8:00am and 5:00pm on weekdays without a parking pass if the work is being done to Founders Row property and the parking is temporary.
5. Overnight or extended parking of unregistered commercial vehicles shall be prohibited.
6. Unregistered (or expired registration), unlicensed, inoperable cars, recreational vehicles, boats, trailers, and over-sized vehicles are prohibited.
7. Storage of any kind in the parking lot (including mobile storage units and large trash containers) for any duration shall be prohibited. A waiver may be requested from the Board of Directors at least 10 days prior to use. A \$100 fee per day shall be assessed for any unit in violation in addition to the cost of removing the prohibited item.
8. Any vehicle not displaying a valid Resident Parking Permit or a valid Temporary Visitors Pass shall be towed at the vehicle owner's expense.
9. Any unit that has an outstanding accounting balance in excess of \$500 for over 60 days shall have all Resident Parking Permits and any Temporary Visitors Passes immediately revoked.
10. Front-in to curb parking is permitted, but not tail-in. Parked vehicles shall not cover any landscaping material including the lighting which is commonly broken by tail-in vehicles. A fee of \$50 per tail-in occurrence shall be assessed to cover added landscaping costs.
11. Gate keys or gate remotes shall not be given to visitors for continuous daily parking.

H. Parking: Resident Parking Permit

1. Resident Parking Permits shall be issued only to unit owners who reside at Founders Row or to tenants with a lease on file with the property manager.
2. Resident Parking Permits shall be issued after a member of the Board of Directors reviews and approves the request.
3. Each vehicle's state registration shall be in the resident's name. A waiver may be requested from the Board of Directors.
4. Residents shall display the Resident Parking Permit on the driver side of the front windshield of each registered vehicle.
5. Two Resident Parking Permits shall be the maximum allowed per unit and only two vehicles shall be registered per unit at any one time.
6. Annually one Resident Parking Permit shall be provided at no cost and the second Resident Parking Permit shall be \$50 per year (\$25 if after September 30th), payable before the review process begins.
7. Replacement cost of lost, stolen, or destroyed Resident Parking Permits shall be \$50 (\$25 if after September 30th).
8. Resident Parking Permits shall be transferable to a resident's new vehicle if a revised Resident Information Form is updated with the new vehicle's information and a copy of the vehicle's state registration in the resident's name is provided to the property manager. Non-compliance may result in the vehicle being towed if the permit number does not match the car description on the Resident Information Form.
9. Resident parking permits are not transferable to new residents.
10. Unit accounts must be clear of all fees, assessments and fines, including applicable move in fee and dog fees, in order to receive a Resident Parking Permit.

I. Parking: Temporary Pass

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1. Temporary Visitor Passes shall be used by all visitors.
2. Temporary Visitor Passes shall be filled out completely, accurately, and legibly.
3. Temporary Visitor Passes shall be limited to four consecutive days per vehicle per seven days.
4. Temporary Visitor Passes shall be one-time use only. A new Temporary Pass shall be used per visit.
5. Residents' vehicles shall not be permitted to use a Temporary Visitor Pass unless a permanent pass is pending approval/delivery.
6. Temporary Visitor Passes may be downloaded and printed from the York Properties website or requested from the property manager.

J. Recycling and Trash

1. All trash shall be bagged and placed in the dumpster.
2. All recyclables shall be placed in the recycling containers located in the dumpster area.
3. Dumpsters shall not be used for the disposal of hazardous electronics, chemicals\materials or construction waste (including but not limited to electronics with transistors, televisions, wood, metal, drywall, paint, applicators, appliances, carpets, or carpet pads). A \$100 fee per item occurrence shall be assessed for any unit in violation in addition to the cost of removing the prohibited item.
4. Furniture, mattresses, appliances, and electronic devices shall not be disposed in the dumpster or dumpster area. A \$100 fee per item occurrence shall be assessed to any unit in violation in addition to the cost of removing the prohibited item.
5. Christmas trees must be properly placed along the Person street sidewalk area (between the sidewalk and the street) for pickup by the City of Raleigh. Do not place trees in the dumpsters or trash area. A \$100 fee per item occurrence shall be assessed to any unit in violation in addition to the cost of removing the prohibited item.

K. Misc.

1. In compliance with Raleigh city ordinances, Fireworks and noisemakers shall be prohibited and discharging any firearm (including BB\pellet guns) except when used in self-defense shall be prohibited anywhere on the Founders Row property.
2. All residents and guests shall maintain a quiet period from 11:00pm to 7:00am. Disrupting the peaceful occupancy of any resident is prohibited during this time.

L. Enforcement

1. Fees shall be assessed without a formal hearing.
2. Fines shall be assessed at the discretion of the Board of Directors after a unit owner has been given written notice of a formal hearing and has had an opportunity to be heard on why the fine should not be assessed with continuing fines at the discretion of the Board of Directors if the violation continues.
3. Any fee or fine assessed and not paid may become a lien against the unit which may be foreclosed pursuant to Chapter 47C of the North Carolina Statutes.
4. Any violation of any rule or regulation without a specified administrative fee shall be \$50 per occurrence plus any costs incurred by the HOA.