

Atlantic Place II Condominium

Homeowner's Association

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Homeowner's Handbook

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What is the Atlantic Place II Condominium Homeowner's Association, Inc.?

It is an administrative organization, the purpose of which is to maintain and preserve the architectural and landscape integrity, and consistently enforce the rules and regulations stated in the Owner's Handbook and provide other common services to owners. Membership in the association is automatic upon purchase of an Atlantic Place II condominium, and all owners are required to share equitably in the expense of carrying out the Association's functions. Funding is provided by a monthly assessment which all owners are required to pay.

Owners are invited to participate in the Association and its activities. Owners are encouraged to attend the Annual homeowners meeting. It is at this meeting that owners are elected to serve on the Board of Directors and referenda decisions regarding significant issues are made. The Board of Directors is responsible for the operation of the Association on behalf of the owners. Open Board meetings are held quarterly or as needed. If a homeowner or tenant wishes to address the Board, they may do so by calling the Management Company to be placed on the agenda. Homeowners may also contribute to the Association's work by serving on the committees and maintaining a spirit of cooperation.

The Rules, Procedures, and Responsibilities outlined in this handbook have been established by the Association in compliance with the corporation's "Declaration of Covenants and By-Laws. Experience has proven that these rules contribute to harmonious living and enhance owner's property values.

Atlantic Place II Condominium Association employs a property management company to handle the administrative and day-to-day business of the Association. Questions can be answered and problems resolved by contacting the Management Company. The address and telephone number are on the back of this booklet. The Management Company maintains a 24-hour service for night and weekend emergencies.

Atlantic Place II Condominium Homeowner's Association, Inc.

Rules and Regulations

1. USE OF RESIDENCES

All units shall be used for residential purposes only in accordance with all applicable local and state laws and the By-Laws of the Association. No unit may be subdivided into smaller units or any portions thereof for the purpose of housing an occupant in a separate and permanent manner.

No more than two persons over the age of eighteen unrelated by blood or marriage shall reside in any single unit for more than thirty (30) days in any one consecutive calendar year.

2. RENTAL OF UNIT

All rentals of Atlantic Place II by unit owners shall not be for an initial period of less than thirty (30) days.

All Units rented shall have a written lease with a provision requiring the lessee to comply with all Association rules, By-Laws and Declarations, and 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 of household, names, telephone number (s), description of all pets and vehicles and other such pertinent information. Failure to provide a copy of the lease and the Resident Form will result in a \$25.00 fine.

3. PARKING

Unit owners shall not park or store any motorcycle, camper, trailer, vehicle, or similar vehicle anywhere on the premises. No trucks shall be permitted except for standard 2-ton or less pickup trucks or small sized trucks.

All approved vehicles must be in operable condition and display current tags, registration stickers, and inspection sticker to be parked within the boundaries of Atlantic Place II Condominium Association.

All Vehicles must be parked in a parking space. Vehicles parked along street right-of-ways , non-parking, handicapped spaces and the turnaround space adjacent to the handicapped spaces, and in front of the dumpsters are subject to immediate towing.

Subject to Towing: All vehicles in violation of the top three paragraphs under this section are subject to towing.

Notice of parking violations shall consists of a violation tag placed on the windshield of an illegally parked vehicle. Once proper notice has been issued, a seven (7) day grace period will be provided in order for the vehicle to be brought into compliance or removed. Should the vehicle remain after the grace period, the vehicle shall be towed and stored at the owner's expense. At no time are any vehicles allowed on the turf or landscaped areas within the community. A \$50.00 fine will be levied for this violation.

Chronic repair or extraordinary maintenance (rebuilding transmission or changing out engine) Of vehicles is prohibited within the confines of Atlantic Place II. This would exclude emergency repairs.

To appeal towing, the vehicle owner must contact the Managing Agent, By phone or fax within seven (7) days. The Association may not consider action on a towing without the aforementioned action.

4. SIGNS

No signs or advertising devices of any character shall be erected, posted, or displayed on or about the units or common areas, including mailboxes, so that the sign may be viewed from the common areas. Real Estate signs are only allowed to be displayed in unit windows. Nothing in this resolution shall be construed as prohibiting the Association from the erecting entrance, directional, and other traffic control signs for the benefit of the Association.

5. ANIMAL/PETS

No animals may be kept in any unit or in the Common Area except cats, dogs, or other household pets provided they are not kept, raised, or maintained for commercial purposes. The pets must be kept in a way that they do not disturb other residents. Pets may not be left unattended on balconies. Pets shall be leashed, restrained, registered, licensed, and inoculated as required by applicable State, County, and/or City laws.

All pets must be leashed at all time when the pet is outside the unit per the City of Raleigh. Violations will be enforced by the City Humane Officer and the Association.

Damages to the common area or individual property are the responsibility of the pet owner. The pet owner shall be responsible for cleaning up after the pet.

Failure to comply to any of the above three paragraphs will result in a \$50.00 fine per incident.

6. 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 of the condominium unit. No sheets, Blankets, bedspreads, etc. will be allowed. Should violations occur, a forty-eight (48) hour violation letter shall be sent to the owner in violation. If a violation is not corrected within this time frame, a fine will be assessed in the amount of \$25.00 per offense.

7. CLOTHESLINE/BALCONIES

No Outdoor clotheslines or other devices for drying clothes shall be installed outside any unit on or about the common or limited commons area, including balconies. Balconies shall not be used for storage. No motorcycles shall be stored on balconies. Only outdoor furniture, bicycles and plants are acceptable. Absolutely no outdoor grills (charcoal or gas) or other cooking devices allowed on balconies or patios. The North Carolina State Building Code, Volume V, Fire Prevention, Section 504.8 states, "charcoal and gas grills are prohibited within 10 feet of combustible materials at all residential occupancies. The distance is measured horizontally and vertically from all portions of the building and /or landscaping. Violations of this law may result in civil or criminal penalties".

Failure to comply will result in warning letter, followed by a \$50.00 fine if not removed within (5) days.

8. ANTENNAS AND SATELLITE DISHES

"According to Federal Communication Commission Regulations, Homeowner Associations cannot regulate the placement of satellite dishes."

9. ARCHITECTURAL

No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent by the Board or its designee. The Board shall have the obligation to answer any written request by a unit owner for consideration of a proposed structural addition, alteration or improvement brought by a unit owner. Failure to do so within forty-five (45) days from the day on which the written request shall first have been made to the Board shall constitute a consent by the Board to the proposed addition, alteration or improvement.

Unit owner 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 necessary.

After the proposal is submitted, the Board or its designee may 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's 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 addition or alteration within twenty (20) days after notification of completion. If the Board or its designee finds 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.

If the proposal or completed project is disapproved by a designee of the Board, the unit owner may appeal to the Board. If the disapproval comes from the Board, the unit owner may appeal to the Association at the next Association meeting at which there is a quorum present. Notice to the Association concerning such appeal will be given to unit owners before such meeting at the expense of the unit owner appealing.

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 continuity and maintain structural integrity; (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 save harmless the Atlantic Place II Condominium Association, and its members, from any and all actions, claims, damages or expenses incurred as a result of the alteration or addition. The unit owner and all subsequent owners will be responsible for maintaining the alteration or addition. All alterations or additions will be recorded with the deed and become the sole responsibility of the unit owner.

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 must make application to the Board or its designee within ten (10) days of receiving notice of violation. 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 the paragraph, the Board shall take steps to complete the removal at the expense of the unitowner.

Any and all subsequent owners of said unit will be responsible for any and all maintenance of said alteration and/or addition.

10. TRASH/LITTERING

All owners and residents of Atlantic Place II 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, balcony, or hallway at anytime. All trash is to be disposed of in the dumpsters provided.

No appliances, furniture, building materials, water heaters, tires, batteries, paint cans, mattresses, etc. should be left by the dumpster and will not be collected by the City or trash service.

No litter or trash of any kind may be left in the Common Area including cigarette butts.

All owners are responsible for their guest's trash.

Should violation of this policy occur, fines will be assessed in the amount of \$50.00 to \$75.00 per occurrence, in addition to the cost of removal.

11. NOISE CONTROL

No obnoxious or offensive activity shall be conducted upon any unit nor shall anything be done thereon which may be or may become an annoyance or nuisance or shall interfere with the peaceful possession of property by Unit Owners.

Atlantic Place II condominiums share party walls, ceilings, and flooring. All activities and noise shall be kept within acceptable levels so as not to become an annoyance or nuisance to other unit owners and residents. Fines up to \$50.00 will be imposed for repeated offenses and the police may be called.

The City of Raleigh Noise Ordinance is enforceable 24 hours a day, and specifically prohibits, among other things, loud stereos, televisions, and barking dogs.

All unit owners are entitled to the peaceful and quiet enjoyment of their homes.

12. VEGETATION

No living trees or bushes may be removed from or added to the Common Area without written approval from the board or its designee. Failure to obtain approval will result in a \$50.00 fine. Damage to any vegetation by a unit owner is the responsibility of said owner to reimburse the Association for such damage.

13. ADMISISTRATIVE POLICY: DELINQUENCIES & COLLECTIONS

The annual and special assessments are the personal obligation of the person (or persons) who holds a deed to a unit at Atlantic Place condominiums. Assessments are due by the 1st of each calendar month and will be late after the 15th of the month. In the event of a late payment, a \$10.00 fee will be charged to the offending unit owner. If an owner is delinquent in their assessment for two (2) months or more, the account will be turned over to the Association's attorney for collection. In the event of such collection, interest and costs and attorney's fees incurred shall be the personal obligation of the owner. Also if fine have been levied against an owner and the fines are not paid, they will also be turned over to the attorneys for collection. Liens and foreclosure can and will be instituted against owners refusing to pay delinquent assessments and fine.

HARDWOOD FLOOR POLICY

Hardwood floors are allowed on the second and third floors only with the concurrent installation of an underlayment that has been proven to be effective in reducing impact noise and absorbing sound. These products will have received a certification from an independent laboratory in a sound-control test. The results should describe the method used and certify the results for Impact Insulation Class and Sound Transmission Class.

All hardwood floor installations need approval by the Board before any work begins.

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**WILLIAM DOUGLAS
MANAGEMENT**

**1033 WADE AVE, SUITE 208
RALEIGH, NC 27605**

**P: 919-459-1860
F: 919-459-1861**