

Rules and Regulations

Glenwood North Home Owners Association

HOA Board Adoption and Effective Date: April 18, 2019

Home Owner Notification Date:

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R&R | Section 2.0 | Introduction to the Rules and Regulations

In order to live harmoniously in a close community, it is necessary to have rules. Please keep in mind that each one of these rules is necessary in order to make your day to day life and the day to day lives of your neighbors more pleasant and enjoyable.

By observing these rules, all residents of the Glenwood North community will have the benefit of living in one of the most pleasant and appealing townhome communities in the region. The following rules were adopted by your Board in accordance with the provisions of Article 8, POWERS AND DUTIES OF THE BOARD OF DIRECTORS) Section 1.a) of the Bylaws to adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of Owners and their guests thereon and in the community. Your Board unanimously approved the following rules.

Section 2.1 | How do Rules and Regulations relate to other HOA documents?

Glenwood North is governed by a series of documents. The series of documents are often referred to as the Governing Documents. It is up to the elected HOA Board to interpret the documents, and apply the interpretation to Glenwood North, using legal assistance as needed. The Governing documents can be changed, but the changes are a difficult process. The Governing documents include:

- The North Carolina Planned Community Act.
- The Articles of Incorporation of Glenwood North Townhome Association, Inc.
- The Declaration of the Covenants, Conditions, and Restrictions for Glenwood North (DCCRs)
- The Supplemental Declaration of the Covenants, Conditions, and Restrictions for Glenwood North (DCCRs).
- The Bylaws of Glenwood North Townhome Association, Inc.

To clarify interpretation, the HOA Board may create, update, modify and announce *Rules and Regulations* at any time. The rules and regulations work in conjunction with the Governing documents. Occasionally the rules and regulations could

accidentally conflict with the Governing documents or external laws. In these cases, the order of precedent is as follows:

- Federal, State, County, and Municipal laws have the highest priority.
- The Declaration of the Covenants has the second highest priority.
- The Bylaws have the third highest priority.
- The Rules and Regulations have the lowest priority.

Section 2.2 | Enforcement

The Rules and Regulations are authorized to specify specific enforcement within sections, or may use the general enforcement provisions as outlined in the Glenwood North Bylaws, Article 8, Section 1: Powers (b). Following a Due Process Hearing, the HOA Board may use the following enforcement options:

- Impose monetary penalties.
- Suspend an Owner's rights as a Member of the Association, including voting rights and rights to use any Common Area facilities on the Common Area, for any period during which any fine against such Member or any assessment against such Member's Lot remains unpaid.
- Suspend an Owner's rights as a Member of the Association for a period not to exceed thirty (30) days for any infraction of the Rules and Regulations.
- Enter any Lot, at reasonable hours, after forty-eight (48) hours' notice, in connection with any required work affecting the community. In the event of emergency threatening injury to persons or property, or reasonable cause to believe there is such an emergency, the right of entry shall be immediate and may be exercised without notice.

Section 2.3 | Reporting document errors or suggesting changes

Changes may be suggested to the Rules and Regulations by contacting the proper committee or the HOA Board.

Section 2.4 | Exceptions

Occasionally exceptions may be granted especially for Rules and Regulations regarding the exterior of homes, or landscaping. If you would like an exception please reach out to the Architectural Control Committee (ACC), the HOA Board, or the property management company.

R&R | Section 3.0 | Federal, State, and Municipality Codes

Section 3.1 | Recognition of Primary Laws and Codes

All homeowners are expected to follow all Federal laws and codes, all State of North Carolina laws and codes, all Wake County, and all City of Raleigh laws and codes. In situations where the Federal, State, County, or Municipality law or code differs from the Rules and Regulations, the Government law or code shall supersede the Glenwood North Rules and Regulations, unless the Government law or code specifically allows the Glenwood North HOA to modify the law or code.

Section 3.2 | Homeowner Reporting for Laws and Codes

If a homeowner feels that other homeowners or tenants are in violation of Federal, State, County, or Municipality codes or laws, then the proper Government authority should be contacted. The Glenwood North H.O.A. is not responsible for maintaining Federal, State, County, or Municipality codes or laws.

Section 3.3 | Glenwood North H.O.A Enforcement

If a homeowner fails to follow Federal, State, County, or Municipality laws or codes, such that it creates a detriment to Glenwood North, then the H.O.A. reserves the right to fine or take other action against the homeowner as outlined in the Glenwood North Bylaws, Article 8, Section 1: Powers.

R&R | Section 4.0 | Insurance, Theft, and Safety

Generally speaking, owners are responsible for their own wellbeing, and the wellbeing of the community. The HOA is not responsible for owners whom fail to meet their personal responsibilities.

Section 4.1 | Insurance and Theft

Owners shall insure their property equal to one hundred percent (100%) replacement value. Such coverage shall provide protection against:

- Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief.
- Owners are responsible for replacement and reconstruction due to fire or other casualty. The H.O.A. shall not be held liable for owners whom do not have adequate insurance.
- Owners are responsible for all interior damage due to fire or other casualty, including termites and other pests. The H.O.A. shall not be held liable for owners whom do not have adequate insurance.
- Owners are responsible for the safety within their home. The H.O.A. shall not be held liable for owners whom do not take adequate safety measures, and incur issues within their home.

Section 4.2 | Community Safety

- No owner shall interfere in any manner with any portion of the common lighting apparatus in or about the buildings. To report issues with Glenwood North Street Lights, please use the following web site:
<https://www.duke-energy.com/customer-service/request-light-repair>
- No owner shall dispose of any paint, oil or other similar materials in storm drains or other portions of the Common Areas.
- All outdoor fire pits, stoves, chimineas, and other devices with open flames are banned in Glenwood North with the exception of grills. Grill use must follow the applicable Government laws and codes.
- No discharge of firearms or fireworks shall be permitted in Glenwood North.

R&R | Section 5.0 | Home Businesses

Home based businesses are restricted within Glenwood North. Homes within Glenwood North shall meet the City of Raleigh residential use code, and may not be used for any other reason. Any use of a home that increases traffic or use of parking in the neighborhood is forbidden.

No garage sales or similar activities shall be permitted on any Lot or within the Common Areas, except as Board approved as a community event.

R&R | Section 6.0 | Trash, Garbage, and Recycling

Owners are responsible for their trash and recycling containers. All garbage and refuse from homes shall be deposited in containers provided by the City of Raleigh for such purposes.

- Owners are responsible for transporting the containers to the City or Raleigh supported collection sites no more than 24 hours prior to City Services pickup.
- Owners are responsible for removing the containers no more than 24 hours after City Services pickup.
- All containers must be placed inside owner's garage or placed on the owner's property in a manner that is screened from public view.
- Use of other owners, residents, or tenant's trash and recycling containers for pet waste is not allowed within Glenwood North.
- Exterior composting is not allowed in Glenwood North.
- Job site debris shall be removed from all Lots at least weekly.

R&R | Section 7.0 | Pets

Owners are responsible for their pets and actions by their pets. The HOA is not responsible for damage or harm caused by an individual owner's pet. Per all other Government laws and codes, pet owners are expected to follow all applicable laws and conditions.

- Allowable pets are limited to those of the applicable Government laws and codes. Livestock is not permitted within Glenwood North.
- Pets cannot be maintained or bred for commercial purposes.
- In no event shall more than a total of three (3) pets be regularly kept by any owner, except for newborn offspring of such household pets which are under nine (9) months in age.
- Owners must properly dispose of pet waste in labeled collection cans.
- Pets shall not be left unattended, allowed to roam free, kept on a chain, or left in an exterior, enclosed area.
- After a Due Process Hearing, the HOA Board may prohibit or require removal of any animal interfering with the peaceful enjoyment by owners of their homes.
- After a Due Process Hearing, the HOA Board may prohibit or require removal of any animal interfering with the safety of owners.

R&R | Section 8.0 | Restrictions on Leasing or Rental of Lots

The general ownership of Glenwood North favors rental restrictions. Restrictions are designed to support a total rental level at or below 15% of the homes in our neighborhood.

Section 8.1 | Qualification for Rental

Any owner who has owned the home for a least two years, and who is able to show their property in Glenwood North as their primary residence for at least the previous two years may rent their home.

- Residency qualifications shall be as listed on Federal or State Tax documents. If tax documents are unavailable, the owner may appeal to the HOA Board.

Section 8.2 | Rental Restrictions

Any Lot or Unit rented after May 1, 2019 is limited to two (2) consecutive leases.

- All rental homes shall have a written lease for a minimum term of 12 months, not to exceed 13 months.
- If an owner stops renting a lot or unit and is able to show primary residency the previous two years, then the Rental Restriction shall be reset.
- Lessors who are Active Military personnel or renting to a direct family member are exempted from the Rental Restriction.

Section 8.3 | Rental Enforcement

- Any homeowner found to be renting their property without following the Rules and Regulations shall forfeit the two (2) year Rental Restriction allowance.
- Any homeowner found to be renting a more than two (2) leases shall be fined \$100 per day for the first ten (10) days of each rental month (\$1,000 per month).
- If the owner is also the resident, Rental Agreements are not required for roommates, housemates, domestic partners, common law marriages, or other individuals not listed on the deed. The HOA shall not interfere with any owner's freedom to determine the composition of their household, except to enforce Government stated occupancy restrictions.

Section 8.4 | Additional Rental Conditions

In addition to the basic rental rules and conditions, the following conditions apply to any rental unit. Failure to meet the Additional Rental Conditions may result in fines to the owner.

8.4.1 | Required Lease Restrictions and Information

The following conditions and restrictions are placed on any owner/landlord who meets the qualifications for rental of their lot and elects to rent their lot.

- A rental home may only have a single lease in effect at any given time.
- Subleasing of a rental property is forbidden.
- All rental home leases must include an addendum outlining the Glenwood North HOA Rules and Regulations. The Glenwood North Rules and Regulations must be signed by both the tenant and landlord.
- All rental home leases must state that failure by the tenant to comply with all HOA Rules and Regulations shall be a default under the rental agreement.
- At no time may rental leases release or relieve the property owner from the obligation to pay annual, special assessments, other assessments, fines, or fees to the Association.
- At no time may rental leases release or relieve the property owner from the obligation to meet all HOA Rules and Regulations, including but not limited to maintaining proper casualty or loss insurance.
- At no time may rental leases transfer owner liability to the HOA Board.
- Any optional amenities with associated fees must be paid by the landlord or property management company and granted to the lessee. This would include the purchase of parking permits.

8.4.2 | Required Rental Documentation

All owners/landlords whom wish to rent their home must complete the rental information through the Glenwood North HOA property management company.

- For 2019, Glenwood North uses Elite Property Management.
- Rental information may be completed at either:
<https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>
<https://glenwoodnorthhoa.com>

All of the following documentation is required within 14 days of the signed lease, and prior to a tenant taking possession of the property:

- The current address and contact information of the owner “Lessor”.
- The property information for the home to be leased.

- An initial copy of the expected lease with included Rules and Regulations. The copy must be a true and complete copy of the lease or rental agreement, with or without initial signatures.
- A signed copy of the completed lease with included Rules and Regulations. The copy must be a true and complete copy of the lease or rental agreement, with signatures. The signed copy may replace the initial copy on the web site.
- The full name of all adult tenants.
- Primary contact information of all adult tenants, including individual cell/mobile phone numbers as available.
- The property management company used, including emergency contact information. Or, if the owner does not use a property management company, the Owner's contact information and 24x7 contact information is required.

8.4.3 | Homeowner Restrictions and Conditions

- Any Owner who rents or leases his or her Lot to a tenant shall relinquish use of any common facilities on the Common Area during the period the Lot is occupied by such tenant.
- All tenants must meet all of the HOA Governing Document conditions, and Rules and Regulations. Homeowners are responsible for paying the tenant fine of \$100.00 per offense.
- Following a Homeowner Due Process Hearing, any homeowner whom is not up to date on all fines and HOA rental fees shall have their keycard access privileges immediately revoked.
- Following a Homeowner Due Process Hearing, any homeowner whom is not up to date on all fines and HOA rental fees shall have their HOA voting privileges immediately revoked.

8.4.4 | Property Management Restrictions

All rental homes must follow North Carolina General Statute 93A-2(a) involving Property Management Company restrictions.

8.4.5 | Existing Landlord Restrictions

Existing, prior-approved landlords shall become subject to the updated Rules and Regulation on May 1, 2019. Any Lot or Unit rented after May 1, 2019 is limited to two (2) NEW leases. Any existing lease not set to expire prior to May 1, 2020 will be counted as having a renewal (new lease) date on May 1 of each subsequent year.

R&R | Section 9.0 | Parking and Enforcement

It is the responsibility of each resident to understand and follow the parking rules and regulations. For more information, please reference Section 7.03 of the Declaration of Covenants, Conditions and Restrictions for Glenwood North.

Section 9.1 | Parking Violations

The following activities may result in immediate fines, vehicle immobilization, or removal.

1. Parking in another residents' designated parking space or driveway.
2. Double-parking or parking behind other vehicles on Common Property.
3. Parking as to impede sidewalk use, such that a wheelchair may not pass.
 - Residents having a single vehicle parked in their driveway that must abut into the sidewalk area are exempt from this violation.
4. Parking in any area not designated for parking. ^{*1}
 - Residents may park on the street between 5 AM and Midnight.
5. Parking between Midnight and 5 AM in any area not designated for overnight parking. ^{*1}
6. Use of a visitor spot by any non-permitted, vehicle for more than 6 nights in any given Calendar month.
 - Visitor Spot Permits are available through
<https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>
<https://glenwoodnorthhoa.com>
at a Monthly Special Assessment rate.
7. Performing repairs or maintenance of vehicles in public view or on common property.
8. Parking unregistered, unlicensed, inoperable, vehicles with expired tags, or abandoned vehicles in public view or on common property.
9. Parking boats, trailers, recreational vehicles, campers, camper trucks, commercial vehicles, or vehicles containing advertising in public view or on common property.
 - Commercial vendors may park as needed for up to 24 hours while performing service.

- A commercial moving vehicle or portable storage unit may be parked in either a visitor spot or a personal parking spot for up to 3 nights.

*1 Common areas designated for parking will be labeled Visitor. Residents may ignore the numbers painted on the visitor spots. Areas not designated for parking include: parking on the grass, medians, Access Roads, Alleyways, T-junctions, Cul-de-sacs, dead-ends, sidewalks, areas marked as NO PARKING, and Overnight in Pool parking lots unless the pool lots specifically state Visitor parking is allowed.

Section 9.2 | Reporting Violations

Residents of Glenwood North may report Parking Violations in the following manner:

- Any resident may call Unlimited Recovery at (919) 790-9393. Residents may be required to state their name and residence, and show a photo ID with a valid Glenwood North address for action to be taken.
- Homeowners may report parking violation through
<https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>
<https://glenwoodnorthhoa.com>

R&R | Section 10.0 | Clubhouse Rental and Usage

Glenwood North has a beautiful clubhouse available to our community. It is intended to be used and enjoyed for the benefit of everyone. Below you will find details on how to reserve this space for a special event you may have.

Section 10.1 | Clubhouse Rental and Rules and Regulations

The following outlines the clubhouse reservation process.

- The clubhouse is rented via the Glenwood North web site.
- Rental information may be completed at either:
 - <https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>
 - <https://glenwoodnorthhoa.com>
- To complete the rental process, all of the Acknowledgements on the web site must be accepted by the Lessee. These include but are not limited to:
 - Alcohol Policies
 - Damage and Cleanliness Policies
 - General Responsibility Policies and Limitations.
 - Payment and Refund Policies

R&R | Section 11.0 | Pool Rules and Regulations

Glenwood North has a beautiful state of the art swimming pool for all to enjoy. It is important for everyone to be respectful of others in using this amenity.

Section 11.1 | Pool Season and Hours

- The pool opens in early May and closes in late September. The HOA will publish exact dates on the website.
- During the pool season, the pool is open from sunrise to sunset. The sunrise and sunset times are for the Raleigh, NC area.

Section 11.2 | Pool Rules and Regulations

While in the pool area, the following Rules and Regulations apply to all patrons.

- Any and all applicable local and state laws shall be followed.
- No rule in this document shall conflict with any local or state ordinance.
- Residents or guests appearing to be intoxicated or under the influence of a controlled substance will NOT be allowed in the area.
- Residents and guests consuming alcoholic beverages must bring a valid ID, and must comply with all Federal and State guidelines.
- Use of tobacco products, smoking, and vaping is not permitted anywhere in the pool area or clubhouse. Properly dispose of all tobacco and smoking material before entering the pool area.
- The pool is open to Glenwood North residents in good standing and their accompanied guests. Residents may have up to 2 nonresident guests per household at one time.
- All residents and guests use the pool at their own risk.
- If a "Pool Closed" sign is posted, no entry to the pool area is permitted. The pool will be closed at the discretion of the Pool Committee for inclement weather, emergency maintenance, or other necessary reasons.
- Children 16 (sixteen) and under must be supervised by an adult resident or their proxy at all times.
- Residents are responsible for informing their guests of the pool rules.
- All patrons must shower before entering the pool.

- Persons with open sores or wounds, skin rashes or eruptions; sore or inflamed eyes, nasal or ear discharges, and other infectious or communicable diseases are not permitted in the facilities.
- Swimmers must wear appropriate swim attire.
- Glass containers are not permitted in the pool area.
- No diving is allowed.
- At no time will children wearing disposable or cloth diapers be permitted in the pool.
- Running, pushing, acrobatics, wrestling, fighting, spitting, horseplay, unsafe or unruly behavior, or causing undue disturbances, including the use of abusive or foul language, will not be allowed.
- No wheeled toys are permitted in the pool area. This includes wheeled toys, bicycles, skateboards and roller blades.
- Animals are not permitted with the exception of service dogs.
- External speakers shall play family-friendly music at reasonable volumes.
- Oversize rafts and other large pool toys are not allowed in the pool area.
- Furniture and equipment are not to be removed and must only be used for their intended purpose.
- Safety equipment is for emergency purposes only.
- The pool phone is for emergency purposes only.
- Glenwood North is not responsible for lost or stolen items.
- Please clean off tables, discard your trash in the proper receptacles, return chairs to original place, and close umbrellas when leaving the pool area.

Section 11.3 | Severe Weather Restrictions

Thunder clouds and lightning are serious weather conditions. Being in or touching water during a lightning strike could act as a natural conductor of electricity, possibly resulting in death.

- It is the responsibility of residents and their guests to monitor weather conditions.
- The pool shall be considered closed at the sound of thunder, the sight of lightning, or if rainfall becomes so heavy that the bottom of the pool is not visible from the surface.
- All individuals must leave the pool and deck area.
- The pool shall be considered opened thirty (30) minutes after the last sound of thunder or sight of lightning.

Section 11.4 | Enforcement of Pool rules

While the community may have times when the pool and clubhouse common areas will be monitored by a private security service, it is also the responsibility of each

resident to make sure the rules are being followed by themselves and other community members. Each adult community member is empowered to respectfully ask others to stop actions which violate the rules.

- Parents and their proxy are responsible for the conduct of their children and residents are responsible for their guests at the pool.
- Non-compliance with the rules may result in suspension of pool privileges. Repeated violation of rules or conduct detrimental to others may result in suspension or termination of pool privileges for the season.
- The Board of Directors, members of the Pool Committee, and hired personnel have the authority to suspend privileges for the remainder of the day or longer as the infraction may warrant and for any infraction of the rules.
- The Glenwood North Board of Directors may impose a fine to cover the costs incurred by individuals deemed to have broken the pool rules.

If not an emergency, please report all damage, misuse, problems, or failure to follow the Rules and Regulations through:

<https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>

<https://glenwoodnorthhoa.com>

If cases of an emergency including any accident involving bodily harm, call 9-1-1 immediately. Also call Elite Management at 919-233-7660.

R&R | Section 12.0 | Workout Room/Gym Rules/Fitness Center Rules and Regulations

The following conditions apply to the Glenwood North Workout Room/Gym Rules/Fitness Center, henceforth “fitness center”.

Section 12.1 | Fitness Center Hours

- The Fitness Center is open all year long; however, the HOA may not be able to ensure access is immediately available after inclement weather. Residents whom use the facility are responsible for their own safety if the HOA has not been able to ensure all access surfaces are free from ice and/or other risks.
- The Fitness Center is open 24 hours per day. Fitness Center parking is only available during the published parking hours.

Section 12.2 | Fitness Center Liability

- All residents and guests use the fitness center at their own risk. It is recommended that all users exercise with another adult.
- All residents and guests use should consult their physician before beginning any exercise program. Residents and guests should not over exercise and should stop at the first signs of discomfort, pain, or stress.
- Use of the equipment by residents and guests is at your own risk. The Glenwood North HOA is not responsible for injuries related to equipment use. Anyone using the fitness equipment does so at their own risk and assumes full and complete responsibility for any injury or loss suffered as a result of such use.

Section 12.3 | Fitness Center Rules and Regulations

- The Fitness Center is for the exclusive use of Glenwood North residents in good standing and their accompanied guests.
- Children 16 (sixteen) and under must be supervised by an adult resident or their proxy at all times.
- Residents are responsible for informing their guests of the fitness center rules.

- Running, pushing, acrobatics, wrestling, fighting, spitting, horseplay, unsafe or unruly behavior, or causing undue disturbances, including the use of abusive or foul language, will not be allowed.
- Glass containers are not permitted in the fitness center.
- Alcohol is not permitted in the fitness center.
- Smoking is not permitted in the fitness center.
- Animals are not permitted with the exception of service dogs.
- Proper exercise attire is required to use the fitness center, including the removal of all jewelry, belts, watches, and other objects that may damage the equipment or upholstery. Wet clothing, sandals or bare feet or not allowed.
- Residents should limit their workouts to a single piece of equipment at a time. The Fitness Center is not designed to support Cross-fit and other multi-station workouts.
- Personal entertainment devices are permitted only with the use of headphones.
- Use the equipment only as intended by the equipment manufacturer.
- Wipe down the equipment when moving to the next piece of equipment.
- Turn off all electronics (TV) upon completing your workout.
- Safety equipment is for emergency purposes only.
- Glenwood North is not responsible for lost or stolen items.

Section 12.4 | Reporting Issues or Concerns

- If not an emergency, please report all damage, misuse, problems, or failure to follow the Rules and Regulations through:

<https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>

<https://glenwoodnorthhoa.com>

- If cases of an emergency including any accident involving bodily harm, call 9-1-1 immediately. Also call Elite Management at 919-233-7660.

R&R | Section 13.0 | Home Exteriors

The following Rules and Regulations apply to the exterior of homes and/or visibility from the exterior of the home. Generally speaking, most significant changes require Architectural Control Committee approval; however, changes that are minor in scope, do not affect the look and feel of the home, or do not transfer with the property do not require approval. Further, due to the popularity of certain changes, the HOA Board has pre-approved a group of changes that homeowners may perform without ACC approval.

Section 13.1 | Approved Replacement Doors and Windows

Homeowners are responsible for all doors and windows on the home. The following outlines approved replacement doors and window styles. Any changes from the approved styles require ACC approval.

13.1.1 | Primary Doors

Glenwood North uses a small window, primary door or no-window door. Any replacement door must have the same window size and location. Changes in size of the door, the color of the door, the window location or size, the window grid pattern, or the size of the trim require ACC approval.

- Upon installation, the door must be painted one of the acceptable colors. Colors include:
 - Sherwin-Williams: Ripe Olive, SW6209 217-C7
 - Sherwin-Williams: Darkroom, SW7093 227-C7
 - Sherwin-Williams: Cyberspace, SW7076 235-C7
 - Sherwin-Williams: Tricorn Black, SW6258 251-C7
 - Sherwin-Williams: Intellectual Gray, SW7045 245-C3
 - Sherwin-Williams: Rare Gray, SW6199 216-C3



- For homes with shutters, the door color used must be consistent with the shutter color.

13.1.2 | Glass and Sliding Doors

Glenwood North uses a white patio door. All replacement sliding and glass doors must use the existing color, and be the same size as the existing door. Door trim must be within ½ inch of the existing trim size. Changes in size of the door, the color of the door, or the size of the trim require ACC approval.

13.1.3 | Garage Doors

Glenwood North uses a white garage door, with small windows along the top panel. All replacement garage doors must use the existing color, and be the same size as the existing door. Replacement garage doors must use the same window size and grid pattern as the existing garage door. Door trim must be within ½ inch of the existing trim size. Changes in size of the door, the color of the door, the window location or size, the window grid pattern, or the size of the trim require ACC approval.

13.1.4 | Windows

The original builder installed, dual pane, single hung windows. Glenwood North uses a white, vinyl window with various grid patterns. All replacement windows must use the existing color, and be the same size as the existing window. Replacement windows must use the same grid pattern as the existing windows. Window trim must be no greater than 3.5 inches, and the bump or offset of the window must be no greater than 1.5 inches. For any changes to the existing window look and feel, ACC approval is required. The ACC may not allow changes to the overall size of the window, the color of the window, the window location, or the window grid pattern. The ACC may not approve a change from a flush style window to a bay style window.

13.1.4.1 | High Efficiency Windows, glazing, and Tints

The original builder installed dual pane windows that do not include a glazing or tint. High efficiency windows contain a glazing or tint. Generally, a high efficiency window has a pale green, grey, or smoke-like color when viewed directly.

- For basic information on high efficiency windows:
<https://www.energy.gov/energysaver/design/windows-doors-and-skylights/energy-performance-ratings-windows-doors-and>
- For additional information on window glazing:
<https://www.efficientwindows.org/gtypes.php>

The HOA Board has approved the replace of existing windows with High Efficiency windows with the following restrictions:

- All of the windows panes must be replaced with the same high efficiency window or pane.
- All windows on a facing of the home must be replaced with the same high efficiency window or pane.

The HOA Board acknowledges certain high efficiency windows have been associated with melting and damage to nearby areas. Any homeowner who installs high efficiency windows is responsible for any damage related to the window. For information please refer to:

- <https://www.nachi.org/low-e-windows.htm>

13.1.4.2 | Replacement Window Inserts

Owners may not be required to replace the entire window. The original, builder windows were manufactured by MI Windows and Doors. Window inserts (glass panels) and other parts may be ordered through the following:

- www.miwindows.com

13.1.4.3 | Replacement Windows

Replacement windows are available through various manufacturers. The HOA does not require windows through a specific manufacturer.

- Replacement windows may be either single or double hung, without ACC approval.

13.1.4.4 | Storm Windows

- Storm windows and other exterior window treatments are banned in Glenwood North.

Section 13.2 | Approved Storm Doors

Storms doors are permitted in the front and back of the house. The following style storm doors are allowed without Architectural Control Committee approval.

- Full view, full height glass without cross members.
- Full view, full height glass with a single, horizontal cross member in the center of the door.

The following limits are placed on the storm doors.

- The border color must be white, bronze, black, or brushed nickel to match the prevailing trim color of the home.
- The borders, trim, and cross members may not be great than 3 inches wide.

Examples of pre-approved, storms doors include:



Section 13.3 | Approved Motion and Video Sensor Doorbells

Motion Sensor and Video Door Bells (Ring) are allowed at the front entrance to your home. The doorbell must replace the existing doorbell and must fit within the existing location. For homes without builder install intercoms, door bells are limited to no larger and 2 inches wide by 4 inches tall by 1 inch deep. For homes with builder installed intercoms, the owner may replace the existing intercom with trim matching the existing trim to blend the new doorbell.

Section 13.4 | Approved Motion and Video Sensor Lighting

Motion Sensor and Video lighting is allowed at the rear of each home. The lighting must replace the existing rear light fixture, and may not be mounted in any other location without approval.

The following conditions apply to pre-approved, motion and video sensor lighting:

- Lights may only be used on the rear of units, and may not be used to replace light assemblies on the front of units.
- Maximum Lumens (watts) per bulb: 1000 LM (60 watts)
- Lights must dim or turn off within 5 minutes.
- Lights may not point to neighboring property.
- Total light kit size may not exceed 12"x12"x12".

- Decibel alarm systems and audio controls must be disabled.

Section 13.5 | Approved Porch Ceiling Fans

The rear porches are equipped for a ceiling fan. A fan with a light kit may be placed such that the fan blades do not exceed 42 inches.

Section 13.6 | Banned Exterior, Building Changes and Uses

The Governing documents have been interpreted as to ban the following exterior changes. Unless clearly noted, the Architectural Control Committee may not approve any of the following items:

13.6.1 | General Items

- Owners may not obstruct doorways, walkways or streets in any manner.
- No drying or airing of any clothing or bedding shall be permitted outdoors.
- Clothes lines, reels, poles, and/or frames are not allowed in Glenwood North.
- No permanent carpeting, hot tub, or other type of pool shall be installed on any balcony.
- No exterior shades, awnings, window guards, ventilators, or air conditioning devices shall be used in or about the buildings; Common Areas, balconies or private courtyards
- No Owner shall do any painting, decorating, alterations or improvements of or to the exterior of the buildings or any of the Common Areas.
- Owners may not install Hot Tubs and Outdoor Spas
- Owners may not install Solar Collectors, except for small collectors that are part of a light kit or similar (i.e. an inch or so on a side).
- Sheds and other exterior buildings are not allowed in Glenwood North.
- Owners may not install permanent basketballs hoops, both pole-mounted and mounted to the house.
- Owners may not install permanent playground equipment
- Owners may not install flagpoles installed in the ground
- Owners may not install above ground pools, trampolines, or similar.
- Owners may not install outdoor dog pens or runs.

13.6.2 | Windows, Signs, and Curtains

- Windows must be free of metallic foil or other coating, substance or material which similarly acts as a reflector of light.
- Windows must be free of newspapers or bed sheets.
- Owners who may wish blinds and/or curtains that differ from a flat white color may request such from the Architectural Control Committee.

- Owners may display a single sign advertising a home sale or home rental. No other advertisements are allowed in Glenwood North.

13.6.3 | Satellite Dishes and Antennas

Except for antennas as covered by, and installed in strict compliance with the Telecommunications Act of 1996, no Owner shall construct, install, erect or maintain any outside television antenna, radio pole, satellite dish, or receiving antenna.

- Owners may mount an exterior satellite dish on the rear roof or shed roof of their residence. The exterior satellite dish must not be visible from the front of the home at street distance.
- Any home with an existing satellite dish that is not presently mounted on the roof, but can be mounted on the roof must do so by July 1, 2021.
- Unused outdoor television antennas or satellite dishes must be removed by the owner within 3 months of the service or use being discontinued.
- Any damage associated to the home due to an antenna or dish is the responsibility of the owner to repair.
- The homeowner is responsible for the removal and replacement of any satellite dish when HOA roof maintenance is performed.
- Interior antennas shall not be mounted visibly in windows.
- Any satellite dish that cannot meet the previous conditions require written approval of the Architectural Control Committee.

R&R | Section 14.0 | Home Repair and Maintenance

Home repair and maintenance is a combined effort between the Home owner and the association. Historically, the HOA has deemed it the responsibility of the owner to perform repairs between maintenance cycles, unless the repair falls under very specific conditions. Builder defects, changes in the building code, and other factors that force owners to maintain their property has been deemed to be the owner's responsibility and not the HOA responsibility. This approach was adopted to reduce overall repair costs within the community, and lessen the overall cost of assessments. For specific information:

- DCCRs | Article 6 | 6.01. Maintenance by Association.
- DCCRs | Article 6 | 6.02. Maintenance by Owners.
- DCCRs | Article 6 | 6.03. Negligence.
- DCCRs | Article 11 | 11.01. Damage to Lots.

All homeowners are required to carry general warranty insurance, and are responsible for the insurance of their home. Optional coverage's are up to each owner. Pest control is up to individual homeowners; however, the HOA felt that an annual policy for termites was in the best interest of all owners and has such a policy in place.

In general terms, the HOA Association has defined "exterior building surfaces" to mean the siding and trim of a home. Home sheathing, water permeable surfaces, and other building features behind the siding are the responsibility of the homeowner; unless, a siding replacement project is in process. In cases where the siding is damaged such that it must be replaced between maintenance cycles, the HOA will perform repairs, unless the damage was due to homeowner actions. Siding that is cosmetically damaged, but fully functional will not be replaced between cycles.

Porch and deck maintenance will be performed by the HOA during the maintenance cycle. If a flashing concern is found between maintenance cycles, the HOA will only address the flashing. All damage due to delays in notice or affecting building materials other than trim, flashing, and similar are the responsibility of the homeowner.

The HOA is responsible for all roofs, roof fittings, chimneys, roof piping, and similar, unless specific conditions are met where the homeowner has either made a change to the roof or has created a situation where the roof has been damaged.

Building flashing is not clearly defined within the governing documents, such that the HOA has determined the following policy. If the flashing is around doors or windows, where the homeowner is clearly responsible, then the HOA will not perform repairs. If the flashing is around an exterior surface, away from doors and windows then the HOA will perform repairs to the flashing. Any damage to other surfaces due to delayed reporting of the damage or failure of the siding is the homeowner’s responsibility.

Any damage caused by homeowner actions will be the responsibility of the homeowner to repair.

For situations where water enters the home, the homeowner is responsible from the water meter to the home, and within the home. The HOA and the City or Raleigh take responsibility from the water meter to the utility. For homes that have sprinkler systems installed, the HOA is responsible for ensuring the sprinkler system is operating and free of leaks; however, is not responsible for any damage to the home if the system should have a failure.

For sewer lines, the homeowner is responsible for the lines up to and including the exterior clean outs. The HOA and the City or Raleigh take responsibility for the sewer lines after the clean outs.

For electrical and other easements, the HOA is not involved. The proper utility is responsible for maintenance of their easement.

Section 14.1 | Home Repair and Maintenance Matrix

The following charts were created to assist owners in the levels of responsibility.

14.1.1 | Table: Warranties and Insurance

Warranties and Insurance	Association	Homeowner
Insurance (Property-building structure and foundation, liability and personal content)		X

Insects (interior)		X
Insects (termites & bees)	X	
Insurance (common property liability and all Association owned amenities)	X	

14.1.2 | Table: Maintenance: Doors, Windows, and Glass

Doors, Windows, and Glass	Association	Homeowner
Glass surfaces/windows & doors		X
Door-Garage and Storage Room		X
Window, window frame, sashes & sill		X
Door & door frame (repairs & replacement)		X
Screens (windows & doors)		X
Storm windows & doors		X
On Cycle: Exterior Shutters	X	
On Cycle: Door painting and trim (exterior)	X	

14.1.3 | Table: Maintenance: Roofs

Roofs and Roof Areas	Association	Homeowner
Gutter cleaning between HOA cleanings		X
Dryer Vent Cleaning		X
Annual: Gutter maintenance/repair/cleaning	X	
On Cycle: Roof, Dryer and other ventilation	X	
Chimney cap/bird screens	X	
Roof (including boots and flashing)	X	

14.1.4 | Table: Maintenance: Interior and Exterior Housing Surfaces

Interior, Exterior: Housing Surfaces	Association	Homeowner
Interior building surfaces		X
Interior damage		X
Framing of building structure		X
Exterior Flashing, associated with windows and doors		X
Exterior Flashing, away from windows and doors	X	
Siding, Brick, and Stone Surfaces	X	
On Cycle: Exterior trim & siding	X	
On Cycle: Painting exterior of building & storage unit	X	

14.1.5 | Table: Maintenance: Porches, Decks, Patios, Walkways, and Driveways

Exterior: Slabs, Walkways, and Driveways	Association	Homeowner
Screened in porch (wood screen mounts)		X
Concrete stair failure; builder defect (due to improper soil compaction)		X
Deck and Stair failure due to builder defect (improper compaction)		X
On Cycle: Concrete patio slabs (cleaning)	X	
On Cycle: Driveways (cleaning)	X	
On Cycle: Deck & patio (cleaning)	X	
On Cycle: Screened in porch (screens)	X	
On Cycle: Screened in porch, primary structure (wood)	X	
On Cycle: Deck (railing included)/front stoop & patio Maintenance	X	
On Cycle: Driveways (maintenance and replacement)	X	
On Cycle: Deck (wood in rear)	X	

14.1.6 | Table: Maintenance: Water and Sewage

Water and Sewer Lines	Association	Homeowner
Backflow Preventer /valve for Drinking Water System (maintenance, inspection, replacement)		X
Water lines (from meter to unit)		X
Outside spigot		X
Sewage lines (from cleanout to unit)		X
Water lines (from meter to the street)	X	

Backflow Preventer/valve for Fire Sprinkler (maintenance, inspection, replacement)	X	
Fire Sprinklers only in last phase of townhomes (maintenance, repair, replacement)	X	
Sewage lines (from cleanout to main)	X	

14.1.7 | Table: Maintenance: Electrical and Other Utilities

Electrical and Other Utilities	Association	Homeowner
Heating & A/C lines/equipment		X
Electrical wiring & service		X
Exterior lighting fixtures attached to building		X
Exterior outlets		X

Section 14.2 | Back flow preventers (FSP) maintenance

Those Lots that have a back flow preventer installed in the unit are subject to an annual FSP (Fire Sprinkler Protection) assessment charge. The annual FSP (Fire Sprinkler Protection) assessment charge shall be determined as part of the overall Glenwood North budget. Generally speaking, lots on Springerly, Braidwood, Matterly, and Longoria were all built with back flow preventors.

All Lots with a back flow preventor are responsible for the annual FSP assessment. The City of Raleigh master list shall be used if there is any concern.

Owners are responsible for scheduling the annual inspection, once the Glenwood North HOA announces the vendor and inspection time period. The Glenwood North HOA is responsible for repairs to the back flow preventor and Fire Sprinkler Protection system, including the water lines and associated hardware. The Glenwood North HOA is not responsible for any damage associated with issues with the Fire Sprinkler Protection system. Individual homeowner insurance policies or homeowners are responsible for any damage associated with issues surrounding the Fire Sprinkler Protection system. Glenwood North shall not be responsible for any damage for Lots that have refused the annual inspection.

R&R | Section 15.0 | Exterior Landscaping Changes and Uses

The following Rules and Regulations apply to the exterior landscaping around homes. Generally speaking, most significant changes require Architectural Control Committee approval; however, changes that are minor in scope, do not affect the look and feel of the home, or do not transfer with the property do not require approval. Further, due to the popularity of certain changes, the HOA Board has pre-approved a group of changes that homeowners may perform without ACC approval.

Section 15.1 | Homeowner Landscaping Responsibilities

Per the Governing documents, it is the responsibility of each homeowner to maintain the landscaping immediately surrounding their home. Maintenance includes watering the grass, trees, shrubs, and other plants or landscaping.

Additionally, no disturbance of any creeks, storm water detention areas or landscaping areas located within the Common Areas shall be permitted.

Section 15.2 | Approved Landscaping Changes

Glenwood North Townhomes Association encourages its homeowners to accent their homes with landscaping elements. Landscaping around the home can add a personal touch and increase the value of one's home. The association allows the following without Architectural Control Approval.

- Small, welcome flags or college/sport team flags.
- Standard size, home mounted flags.
- Annual flowers that complement the foundation plantings.
- Small bushes and shrubs that complement the foundation plantings.
- Small potted flowers and shrubs where the pots do not exceed 18 inches tall or 18 inches wide.
- Potted fruits and vegetables (e.g. tomato vines) where the pots do not exceed 18 inches tall or 18 inches wide, and are kept in the rear of the building.

Section 15.3 | Holiday Lights and Decorations

Holiday lights and decorations are allowed in Glenwood North, such that the following conditions are met.

- Holiday decorations must meet all of the conditions listed for plantings, such that the decorations do not infringe on walkways, home access, driving visibility, emergency vehicle access, and other listed conditions.
- Holiday lighting and decorations must be removed within 14 days of the holiday event.

Section 15.4 | Fencing

Glenwood North allows a limited amount of personal, privacy fencing. All fencing requires approval by the Architectural Control Committee. The following restrictions apply, and shall not approve any fencing that does not meet the restrictions:

- Fencing may not exceed five (5) feet in height.
- Fencing may not extend onto common property in any form.
- Fencing must be white in color, and fit the general appearance of the existing fencing within Glenwood North.
- Chain link fencing is expressly prohibited.

Section 15.5 | Banned Landscaping Changes and Restrictions

The Governing documents have been interpreted as to ban the personal landscaping. Unless clearly noted, the Architectural Control Committee may not approve any of the following items. The Association reserves the right to remove any planting without notice.

- Homeowner planting may only be done on homeowner owned property.
- Plantings and other changes must be placed a sufficient distance to accommodate their full growth potential. Owners may not block walkways in any manner.
- Any and all landscaping changes must retain a 12 foot clearance from the center of any road, access road, or alleyway and may not block vehicle access in any form.
- Repair costs caused by climbing plants or vines, or other landscaping that damages exterior surfaces shall be borne by the home owner.
- Ground planted, vegetable gardens are not permitted in Glenwood North.
- Owners may not install outdoor dog pens or runs.

R&R | Section 16.0 | Landscaping Repair and Maintenance

Landscaping repair and maintenance is a combined effort between the Home owner and the association. Historically, other than the efforts of the landscaping company, the HOA has deemed it the responsibility of the owner to perform landscaping maintenance functions. Over the years, individual owners have added landscaping outside of the Association supported plant varieties. Issues or concerns with plants outside of the Association supported varieties are up to individual owners to maintain, and the association does not take any responsibility for the plantings.

Section 16.1 | Landscaping Repair and Maintenance Matrix

The following charts were created to assist owners in the levels of responsibility.

16.1.1 | Table: Maintenance: Interior and Exterior Housing Surfaces

Interior, Exterior: Housing Surfaces	Association	Homeowner
Patio and Deck Fences and Visibility Screens (homeowner)		X
Builder installed Lawn Sprinkler Systems	X	
Street/parking area (private streets)	X	
Street lights (Dominion Energy)	X	
Exterior post lights	X	
Fences in common area & partitions	X	
Mailbox Kiosks	X	
Retaining walls	X	

R&R | Section 17.0 | | Architectural Control Committee Change Requests

Unless specifically stated as allowed or as banned, all other requests require Architectural Approval. The size and scope of the approval process is dependent on the size and scope of the change.

The form for Architectural Change Requests is available on the web site. Once submitted, you should hear back within 30 days. Any changes that are denied may be escalated for a second review at a monthly HOA Board meeting.

To complete an Architectural Change Request, visit the following:

<https://glenwoodnorthtownhomes.nabrnetwork.com/home.php>

<https://glenwoodnorthhoa.com>

R&R | Section 18.0 | Volunteer and Committee Requirements

Volunteers and committee members are crucial to ensuring the HOA is able to meet all of the needs within the community. It is up to the HOA Board to allow and encourage committee's and volunteers; however, it is the inclusion of every resident that helps to make the community great.

For a Committee to be recognized, several key items are important. An active committee must meet at least once a quarter, announce the meeting to the home owners in advance, and take minutes from the meeting. Each committee should have a committee chair (responsible for organizing the committee) and a Committee Sponsor (HOA Board member who the committee can turn to for support). And, prior to taking any significant action, committees must ask for HOA Board approval.

Committees may have multiple sub-committees or operate as a single unit. Committees may empower any individuals as needed to reach their goals. Using the website, committees will be able to announce activities, store documents for public review, and take advantage of automated comment delivery to the members.

Section 18.1 | Committee Member and Volunteer Qualifications

Any owner, tenant, or resident who is in good standing may volunteer and/or be part of a committee.

- Tenants and residents are welcome to volunteer and join committees; however, they may not vote on issues or hold committee Chair positions.
- Any community individual who publicly acts such as to reflect an appearance as representing the Glenwood North Community must be a Glenwood North HOA recognized volunteer or part of a Glenwood North HOA Committee.

R&R | Section 19.0 | Monthly Board Meeting Process

After election, the HOA Board may set the dates, times, and processes for HOA Board meetings. Traditionally, the HOA Board has held a meeting once per month, in each and every month; however, each HOA Board may adapt the meeting schedule to their availability.

Section 19.1 | HOA Board Meeting Process

Historically, HOA Board meetings have had an Open Forum session for owners to bring topics to the HOA Board, followed by the HOA Board meeting. If needed the HOA Board may call for an Executive Session for the HOA Board.

Per the Governing Documents, HOA Board meetings must be announced in advance. It is not required that topics be announced in advance.

19.1.1 | Open Forum

Historically, the Open Forum is an opportunity for owners to address the HOA Board; however, the Governing Documents do not require an Open Forum. Owners may attend the Open Forum and bring up topics as needed. It is recommended that owners whom wish to have information available, request time at the Open Forum through the web site, and attach a description, diagrams, pictures, or other items as needed.

19.1.2 | HOA Board Meeting

The HOA Board Meeting is open to all owners to attend. During the meeting, owners are technically unable to be actively involved; however, it is up to the HOA Board to determine the level of interaction desired.

19.1.3 | HOA Board Meeting Executive Session

If, and only if, the HOA Board addresses sensitive issues, limited to Delinquent Owner Review, Violations Review, Attorney and Legal Concerns, and Personnel Issues, then the HOA Board may vote to move to Executive Session. Only HOA Board Members, Legal Representation, and the Property Management Company

representatives are allowed in the Executive Session. No topics other than those listed previously are allowed in Executive Session. All items to be addressed in the Executive Session must be announced in the HOA Board Meeting, prior to the vote for Executive Session.

R&R | Section 20.0 | Books and Records Policy

The Glenwood North HOA Board recognizes the need for specific procedures to be set and followed regarding the review of the Books and Records of the Association. The procedure for the review of the Books and Records shall be as outlined below:

1. The Association shall keep and maintain a copy of its Declaration of Covenants, Conditions, and Restrictions (and any amendments thereto), the Articles of Incorporation, the Bylaws (and any amendments thereto), and the current Rules and Regulations and or Architectural Guidelines, and a list of the names and addresses of the current officers and directors, available to copy and review upon request.
2. Upon five (5) days written notice, a Member or his legal representative shall be allowed to review and copy:
 - a. Membership list;
 - b. Financial Reports;
 - c. Minutes of meetings of the Association, the Board of Directors, and any Committees appointed by the Board, and any Resolutions or actions taken by written consent and adopted by the Board;
 - d. All written Notices provided to the members, including attachments thereto.
3. "Financial Reports" shall include Annual Budgets, as supplemented or revised, Balance Sheets showing the assets and liabilities of the Association, Operating (Income) Statement showing assessments received and receivable, and Annual Report showing the end of the year Balance Sheet, Operating (Income) and Expense Statement, and a Statement of changes in financial position of the Association.
4. Upon five (5) days written notice, and upon a showing by the Member that the request is made in good faith and for proper purpose, and that the purpose of the request is made with reasonable particularity, and that the records requested are directly connected to the purpose stated, the Member may review the following additional documents:
 - a. the membership list (including the addresses of the Members), provided that that list shall not be used to solicit money or property, or for a commercial purpose, nor may it be sold to any person; or

- b. the right to review other accounting records of the association not specifically available for inspection as listed above;
- 5. The Association shall have the right to charge reasonable fees to the Member for the cost of production and copying of the documents requested;
- 6. A Mortgagee shall have the same rights to review the records as the mortgagor Member;
- 7. Notwithstanding any provision above, the Association shall have the obligation to produce only the last three (3) years of documents requested;
- 8. Any Member, or their legal representative, may request documents as provided above.

R&R | Section 21.0 | Payment Collections Policy

The Glenwood North HOA Board recognizes the need for specific procedures to be set and followed in the collection of assessments for members of the Association. The assessment collections procedure shall be as outlined below:

1. That the Board shall set the Annual Assessment sixty days in advance of the calendar year; and send written notice of the same to all Members.
2. Monthly installments of the Annual Assessment are due on the first day of the month for which they are due and are considered past due if not received on the tenth day of the month for which they are due. Assessments not received by the tenth day of the month in which they were due will be charged a \$10 late fee. Such charges shall become a part of the assessment charged for such lot in default.

NOTE: For the duration of the 2019 year the late day will stay the 30th. The change will take effect at the start of 2020.

3. The managing agent is authorized to send late payment notices by the 5th day of the following month in which payment is due.
4. If payment is not received by the 30th day of the following month a letter will be sent notifying the member that if payment arrangements are not made within 15 days or any larger amount as may be stated, that the costs of collection, including attorney's fees, shall be added to the assessment owed.
5. Assessment checks returned for insufficient funds or any other reason to the Association will result in a \$30.00 processing charge against the owner and will be added to his/her assessment owed.
6. Any fines imposed against an owner will be added to the Assessment owed and shall be collected in the same manner as an Assessment, except as otherwise prohibited by North Carolina law.
7. The term Assessment shall include all Annual Assessments, Special Assessments, Stormwater Assessments, Supplemental Annual Assessments, HOA Usage Fees, Fines imposed against a Member, attorney's fees, collection costs, and late fees.
8. A lien may be filed against a Member when any Assessment remains unpaid for a period of more than 30 days.

9. A foreclosure action may be filed against a Member when any Assessment remains unpaid for a period of more than 90 days.
10. The Board may elect, pursuant to the power granted in the North Carolina General Statutes, to suspend the privileges to use the amenities, including the use of the pool and clubhouse, to any owner, his family, tenants, guests and invitees, when any Assessment remains unpaid for more than 30 days. Such suspension shall not occur until the Owner has been notified and has had opportunity to appear at a hearing before the Board to whether his privileges shall be suspended in this nature.
11. The managing agent is further empowered to undertake all necessary action to continue collection procedures through the Association's attorney until such delinquency is brought current. In the event the assessment is considered uncollectable because of bankruptcy or foreclosure, the managing agent will advise the Board of Director.
12. All payments made upon any account will first be applied to fines, attorney fees and legal costs, late fees, administrative costs, and then assessments, whether Annual, Special, Stormwater, or Supplemental Annual Assessments, regardless of any direction or notation from the payor to the contrary.
13. All members must notify the Association in writing of their current mailing address or any changes thereto.

21.1.1 | Table: Payment Policy Timing and Effects

Fee	Timing	Owner Notice	Additional Fees and Effects
Dues	0-30 days	None	None
HOA Fines	0-30 days	Infraction Warning Or Fine Notice	Possible: HOA Due Process Hearing Possible: Suspension of Privileges
Usage Fees	0-30 days	None	None
Dues	31-60 Days	Late Payment Notice	\$10.00
HOA Fines	31-60 Days	Late Payment Notice	None
Usage Fees	31-60 Days	Late Payment Notice	None
Dues, Fines, and Fees	61-90 Days	Second Notice: Past Due Balance Notice	\$150 Required: HOA Due Process Hearing Required: Suspension of Privileges
Dues, Fines, and Fees	91 Days	Foreclosure Notice	All HOA Incurred Costs

R&R | Section 22.0 | North Carolina right to Prelitigation Mediation

Section 22.1 | Prelitigation Mediation Process

In accordance with the State of North Carolina, any homeowner may use the following process to invoke prelitigation mediation:

1. In the event of a dispute, the association or owner may contact the N.C. Dispute Resolution Commission or the Mediation Network of North Carolina for the name of a mediator or community mediation center.
2. The mediator must contact the other party, who can decline mediation. Mediation is a voluntary process.
3. If both parties wish to mediate, the mediation must be scheduled within 25 days.
4. Regardless of whether mediation resolves the conflict, the cost of mediation (including the mediator's fees) is shared equally between the parties unless agreed otherwise.

Section 22.2 | Prelitigation Mediation Limitations

In accordance with the State of North Carolina, homeowners using prelitigation mediation have the following limitations:

- The time periods relating to the filing of a civil action, including any applicable statutes of limitations or statutes of repose, shall be tolled upon the initiation of mediation until 30 days after the date on which the mediation is concluded as set forth in the mediator's certification.
- Statutes of limitation and repose give finality to disputes by setting the date by which a lawsuit must be filed.
- If an owner has a potential claim against his/her association (or the association against the owner) and the deadline for filing a lawsuit is near, initiating mediation would extend any deadlines throughout the mediation process.

Section 22.3 | HOA Prelitigation Mediation Obligations

In accordance with the State of North Carolina, The Glenwood North Home Owners Association must support prelitigation mediation in the following manner:

- While mediation is voluntary, the statute mandates that associations notify members each year of the right to initiate mediation.
- The law provides that the notice should be published on the associations website, and if there is no website, the forwarded with the names and addresses of association officers and board members as required by NCGS 47C-3-103 and 47F-3-103.

For questions, please see:

<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H278v4.pdf>