

Falls River Condominiums Homeowners Association

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Homeowner's Handbook

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What is the Falls River Condominium Homeowners Association, Inc?

Falls River Condominium Homeowners Association is an administrative organization, the purpose of which is to maintain and preserve architectural and landscape integrity and to 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 a unit within the Falls River Condominium community, and all owners are required to share equally in the expense of carrying out the Association's functions. Funding is provided by a monthly assessment, which all owners are required to pay. This is different from the annual assessment for the master Falls River Community Association. All owners are invited to participate in the Association and its activities. Owners are encouraged to attend the annual homeowners meeting (typically held each January). It is at this meeting that owners are elected to serve on the Board of Directors and issues with broad or significant impact for the Association in the coming year are discussed, and as needed, voted upon. 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, and all owners are welcome to attend. If a homeowner wishes to address the Board, they may do so by calling the management company to be placed on the agenda for the next meeting. Homeowners may also contribute to the Association's work by serving on the Committees and maintaining a spirit of cooperation.

The Association, in compliance with the Association's Declaration of Covenants and By-Laws, has established the rules, procedures, and responsibilities outlined in this handbook for the benefit of all homeowners and tenants. Experience has proven that these rules contribute to harmonious living and enhance property values.

Use of Residences

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

No more than two persons over the age of 18 who are unrelated by blood or marriage shall reside in any single unit for more than 30 days in any calendar year.

Please note that no personal items may be kept or stored in any hallways or, areas with buildings.

Rental of Unit

All rentals of Falls River Condominiums by unit owners shall not be for an initial period of less than one(1) year.

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) to execute the lease and forbids subleasing by the lessee. Within ten days of the execution of said lease, the unit owner shall provide a copy of the lease to the Board or its designee along with the total number in household, names, telephone numbers, description of pets and vehicle information.

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. Any costs associated with damage to vegetation within the common areas of the Association by any unit owner or tenant shall be reimbursed to the Association by the unit owner.

Balconies / Patios

Balconies and patios shall not be used for storage. Only outdoor furniture and plants are acceptable. No motorcycles or bicycles shall be stored on balconies or on balcony rails; or outside balcony rails. **Absolutely no charcoal or gas grills** are allowed on balconies or patios per NC State Building Code. Additionally, grills are prohibited within ten feet of combustible materials at all residential occupancies. When using a grill in the common area, hot coals need to cool and be placed in the trash. Dumping of hot ash or charcoal in any of the common is prohibited. Electric grills (i.e. George Foreman style) are allowed to be used on balconies and patios.

No outdoor clothesline or other device for drying clothes shall be installed outside any unit on or about the common or limited common area, balconies and patios. The hanging of clothing on balcony railings is prohibited. Additionally, any other items whatsoever (decorative items, sunshades, etc.) should never hang outside the confines of balcony or patio rails. Sunshades, (bamboo type roll up shades, etc) that are not permanently affixed to the buildings, in a neutral color, can be installed on balconies and patios if owners wish. Please refer to the Signs / Flags section for additional information.

Antennas & Satellite Dishes

No outside video or television antennas, including satellite dishes or receivers, shall be erected on any unit unless and until the Association has granted permission for the same. Unit owner shall submit in writing to the Board of Directors a plan describing the nature and specifications for mounting antennas and satellite dishes. All antennas and satellite dishes must be attached to the building in a temporary manner (i.e. no screws or nails), and must allow for easy removal when no longer needed. A tripod-like stand placed on the balcony/patio for supporting satellite dishes will, in most cases, satisfy the requirements of the Association.

Unit owners may be required to remove such antennas or dishes if the Board has not been notified.

Architectural Restrictions

No unit owner shall make any structural additions, alterations or improvements in or to any unit or building without the prior written consent from the Board or its designee. The Board shall have the obligation to answer any written request by unit owner for consideration of a proposed structural addition, alteration or improvement brought by a unit owner. Failure to do so within thirty days from the date in which the written request was received by the Board or assigned designee shall constitute a consent by the Board on the proposed structure or alteration.

Unit owner must submit a written proposal to the Board on the Architectural Application that can be attained by the management company. This form should be fully completed and submitted along with required documentation.

Upon receipt of the proposal, 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 will be given to the owner in writing.

The unit owner must notify the Board of the approved project's completion for a final inspection to ensure it was completed as required and indicated on the Architectural Application. If the Board or its designee finds that the completed project deviates materially from the proposal, it shall notify unit owners in writing and the unit owners shall correct the deviation within a reasonable time, unless the notification for the Board or its designee indicates specifically that correction will not be required.

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

The unit owner must obtain all necessary building and construction permits. The unit owner shall adhere to all of the following requirements:

1. Conform to the NC State Building Code as set forth by the NC Department of Insurance.

2. Conform to the Association's insurance policy.
3. Conform to the Declaration, By-Laws, and rules and regulations set forth by the Falls River Condominiums.
4. Reflect architectural continuity and maintain structural integrity.

The unit owner shall indemnify and save harmless the Falls River 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.

If a unit owner constructs or starts a project to common limited common areas in violation of this rule, the unit owner must make application to the Board or its designee within ten days of notice of disapproval. If the addition or alteration is not removed or stopped in accordance with this paragraph, the Board shall take legal steps to remove the project at the expense of the owner.

Interior decorative changes that do not impact common features or the structural Integrity of any building, such as paint and wall coverings, may be freely changed and updated by unit owners without approval of the Board. Please refer to the *Window and Door Treatments* section for more information on decorative installations.

The installation of hard surface floors is allowed in 2nd floor units provided the flooring and installation procedures meet proper guidelines for underlayment to ensure adequate noise reduction. Tile or other solid flooring may be installed in foyer/entryway, kitchen, and bath areas without need for additional underlayment. However, any hard surface flooring installed in any other areas of the unit must have sufficient underlayment for sound concealment. While there are three levels of underlayment in the marketplace (standard foam, modified or upgraded underlayment, and solid cork underlayment), only modified/upgraded or solid cork underlayment is accepted for installation in units. Below are brief descriptions of these two varieties of underlayment, however, before installing any hard-surface flooring in a 2nd floor unit, owners should contact a Board member or the management company for an updated and more thorough a listing of requirements for flooring installation in 2nd floor units.

- **Modified or Upgraded Underlayment** - “Modified” or “Upgraded” refer to underlayment which is usually thicker and/or denser than standard foam. This type of underlayment is sometimes constructed out of a denser foam, closed cell foam, fiber, or rubber. Their main purpose is to reduce more sound than the Standard foam type underlayment.
- **Solid Cork Underlayment** - Solid Cork underlayment is simply constructed out of cork. The most common cork is 1/4” thick, but the thickness may vary depending on the vendor selling the material. The Cork is generally only used when it is required, because the cost is much higher than other underlayment, and it has to be glued down to the sub-floor.

Any flooring installed in the 2nd floor units that does not meet requirements as set forth by the Board will be required to be removed or corrected at the expense of the unit owner.

Signs / Flags

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. It is permissible to display real estate signs in unit windows when a given unit is actively listed for sale or rent. Real estate signs should not be placed outside the unit or attached to any common area or architectural feature. Nothing in this resolution shall be construed as prohibiting the association from erecting entrance, directional, and other traffic control signs for the benefit of the association.

No decorative flags shall be displayed at any time on the balconies at Falls River Condominiums. No mounting of flag poles on the building is permitted.

Animals / Pets

Cats, dogs, and other household pets may be kept in any unit, provided they are not kept, raised, or maintained for commercial purposes. No animals may be kept or housed in any common area. All 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 city laws.

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

Window and Door Treatments

All owners and residents shall display only acceptable windows and door treatments, i.e. draperies, curtains, and/or blinds with a neutral or white backing facing the exterior of the unit. Decorations are not allowed on glass patio / balcony doors.

Parking

Neither unit owners nor tenants shall park or store any camper, trailer, trailer vehicle or similar vehicle anywhere on the premises. No trucks shall be permitted except for the standard 2-ton (or smaller) pickup trucks.

All vehicles must be in operable condition and display current tags and registration stickers to be parked within the boundaries of Falls River Condominium.

All vehicles must be parked within a **single** parking space. Vehicles parked along the street rights-of-way, non-parking areas, taking up multiple spaces, handicap spaces, turf or landscaped areas, the walkways adjacent to the handicapped spaces and in front of the dumpsters are subject to immediate towing.

Please note that **there is only one parking space per unit available in the front of the building in which you reside**. A vehicle belonging to a second occupant or to the guest of any unit owners or tenants must be parked at the **side** of the building.

Chronic repair or extraordinary maintenance of vehicles is prohibited within the confines of the Falls River Condominium. This excludes emergency repairs.

Notice of parking violations shall consist of a violation tag placed on the windshield of an illegally parked vehicle. Once proper notice has been issued, a seven-day grace period will be provided in order to bring the vehicle into compliance or removed. Should the vehicle remain in violation after the grace period, it will be towed and stored at owner's expense. To appeal a towing, the vehicle owner must contact the managing agent by phone, fax or email within the seven days. The association may not consider action on a towing without proper notification action as outlined above.

Trash/Littering

All owners and residents of Falls River Condominiums shall abide by the current City of Raleigh Solid Waste Management Service guidelines. Owners will be further required to refrain from placing any trash or debris of any kind outside of their individual unit, balcony, or hall way. All trash is to be disposed of in the dumpsters provided.

No appliances, furniture, building materials, water heaters, tires, batteries, paint cans, mattresses, Christmas trees etc. should be left by the dumpsters nor disposed of in the dumpster. These items will not be collected by the City of Raleigh or our contractually engaged trash collection service. For information on disposing of such items, please refer to the City of Raleigh website to locate the closest waste disposal center, or contact the management company for information or assistance.

Please place all cardboard in the dumpster specifically reserved for this purpose. Not only is it more environmentally friendly to recycle the cardboard in this manner, placing cardboard in the trash dumpster takes up a great deal of space and requires additional expense to have the dumpster emptied more frequently than what is contractually specified.

No litter or trash of any kind may be left in the common area, including cigarette butts.

Please note that all unit owners and/or tenants are responsible for their guest's trash.

While the Association does provide periodic cleaning of the hallways and common area, it is expected that all residents and their guests take personal responsibility for cleaning any spills or tracked-in-dirt in the hallways.

Noise Control

No noxious or offensive activity shall be conducted within any unit nor shall anything be done therein which may be or may become an annoyance or nuisance or shall interfere with a peaceful possession of property by unit owners.

Falls River Condominiums share common walls, ceilings, and floors. All activities and noises shall be kept within acceptable levels as not to become an annoyance or nuisance to other unit owners and residents.

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

Collections/Violation Policy

The annual and special assessments are the personal obligation of the person/persons who hold a deed to the unit at Falls River Condominiums. Assessments are due on the 1st of each month and are considered late after the end of the month. In the event of a late-payment, a late fee of \$20 will be charged to the offending unit owner. Liens and foreclosure can and will be instituted against owners refusing to pay delinquent assessment and fines. In the event of such collection, interest and cost of attorney fees will become the obligation of the owner.

Failure to comply with the rules set forth in the Falls River Condominiums Restrictive Covenants and handbook could result in a hearing and a possible fine of \$100 per day.

Falls River Condominium Association employs a property management company 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.