

Lake Shore Condominium HOA

May 2, 2023

HOA Rules & Regulations

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Lake Shore Condominium HOMEOWNERS' ASSOCIATION RULES & REGULATIONS

These rules and regulations apply to all owners and their families, tenants, and guests. These policies should not be interpreted as superseding any clause contained within the By Laws. The HOA Board reserves the right to make policy changes at any time but shall provide advance notice and time for review and comment by homeowners unless circumstances dictate otherwise.

Reporting Violations. Please direct any complaints or policy violations to a Board member or the Association's management company.

Reporting Repairs. If a common area is in need of repair, please contact the Association's management company immediately.

Lake Shore Condominium HOMEOWNERS' ASSOCIATION RULES & REGULATIONS

1. Parking and Parking Lots

Overview: The parking policies are intended to promote a pleasant property appearance and the safety of residents. Additionally, some policies are aimed at ensuring that residents and their guests continue to have ample and conveniently located parking on a regular basis. Fines and enforcement for violations of this Rule are set forth in this document.

1.1 Parking Spaces. Motor vehicles, including motorcycles, must be parked in parking spaces, except during loading or unloading. Handicap parking signs must be honored. Only one vehicle per parking space is permitted. Parking is not permitted at any time in the following places: (a) "No Parking" areas; (b) in front of handicap ramps and garage or driveway entrances; (c) on sidewalks or grass; (d) in fire or traffic lanes; (e) in front of fire hydrants; (f) in front of trash/recycling receptacles; and (g) in front of garages. Double parking is never permitted.

Residents should park in spaces assigned to their unit unless authorized by the owner of another space. Visitor spaces are available along Campus Shore Drive, Twin Branches Way, & Capability Drive with a North Shore Master HOA parking permit. Lake Shore residents and guests may not park in the alleyways behind the other buildings within the North Shore Master HOA. Permits can be obtained through York Properties by emailing Julie Price at julieprice@yorkproperties.com. **Handicapped parking** spaces are intended for use by **disabled drivers** with a visible permit. Vehicles parked in violation of these rules may be removed at the owner's expense. Neither the Association, Board or member of the Board, Property Manager, nor any employee or agent, acting pursuant to this Section, shall be responsible for damage to a vehicle that is removed.

1.2 Speed Limit. The speed limit within the Lake Shore property is 10 miles per hour.

1.3 Vehicle Repair. Vehicle repair is not allowed on the property. Minor vehicle maintenance such as changing wiper blades or changing a flat tire is generally permitted. Otherwise, vehicles must be repaired or serviced off the property. Major vehicle repairs may not be done in the parking lot. Owners are responsible for cleaning or costs associated with cleaning any leaked, spilled fluids, or damage to the parking lot. Residents must take measures to protect parking lot surfaces prior to performing any vehicle maintenance. Mobile detailing services and vehicle cleaning are not allowed on site with the exception of cleaning of interior windows. No activity can cause a negative impact to the grounds or stormwater system.

1.4 Prohibited Vehicles. Vehicles which have expired license plates, flat tires, appear inoperable, or are otherwise deemed a nuisance by the Board are prohibited and may be removed from the property at the Owner's expense. Nonresident homeowners may not store vehicles on the property. Owner or resident shall park or store any large commercial-type vehicle or trailer, any recreational vehicle (including, but not limited to, campers, boats, motor homes, trailers, and jet skis), or any other vehicle which is not street legal or otherwise deemed inappropriate by the Board on the property. No trucks shall be permitted except for standard pickup trucks weighing 7,000 pounds or less.

1.5 Anti-Theft Alarms. Residents who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other residents for more than a reasonable amount of time after being notified.

1.6 Registering with Property Management. All residents must provide the Association's Property Management Company with the current license plate number of all vehicles regularly kept on the property on move-in or annual registration.

1.7 Bicycles. Bicycles must be stored only in places explicitly designated by the Board for the storage of bicycles or in the owner's/resident's unit or storage unit, **not on balconies**.

2. Pets

Overview: Lake Shore Condominium is a pet-friendly community; however, residents must ensure that their pets do not disturb or create a nuisance for others. No animals, including those considered "exotic," poisonous or livestock or poultry of any kind shall be kept or maintained in any unit or any dwelling except for dogs, cats or other household pets. Raleigh City Ordinance Sec. 12-3011 and these Rules & Regulations require unit owners, residents and guests to promptly clean and remove waste deposited by pets in common areas.

Pets shall not be allowed to behave in a manner annoying or offensive to others or to damage landscapes, plantings or structures. Pet and unit owners are responsible for restoring any physical damage to the grounds and plants caused by their pets. Pets are not allowed inside the fitness center or the fenced pool/grill area. Spotting that results from a pet accident inside the common areas of a building shall be immediately cleaned and restored to good condition by the owner of the pet or unit.

No owner may have more than two pets at a time, excluding fish.

2.1 Control. All pets must be restrained on a hand leash when outside a homeowner unit. Pets may not be left unsupervised and must be leashed and held by a person capable of controlling the animal while in any common element of the property. Unsupervised pets may not be restrained by leashing or chaining to an object. Unleashed pets, including cats, are not allowed outside of units.

2.2 Where Pets May Be Walked, and Allowed to Relieve Themselves. Pets owners should take care when walking their animals and not be in the road in harm's way of vehicles. Pets are not allowed to relieve themselves on any part of the building or landscaping immediately around the building.

2.3 Pet Waste. Pet owners are responsible for **immediately** cleaning up after their pets defecate in any portion of the property. Owners are responsible for ensuring that their pets do not urinate or defecate inside the building. If such happens, the owner is responsible for immediately cleaning up the floor, carpet, or elevator. The HOA Board may require permanent removal of any pet that repeatedly soils the floors or carpet.

2.4 Outdoor Feeding. No outside feeding of pets or wildlife is allowed. Bird feeders are expressly prohibited on any portion of the property, including balconies.

2.5 Pet Services. Residents may not operate pet boarding, breeding, pet adoption services, or other commercial pet services from their individual units or elsewhere on the property.

2.6 Nuisance. Loud and persistent pet noises, offensive pet odors, or insects (such as fleas and ticks) emanating from a unit must be avoided. The Board may require permanent removal of any pet when the pet or its owner has repeatedly violated the policies or, in the opinion of the Board, the pet has become objectionable or constitutes an unreasonable nuisance to any other owner or resident.

2.7 Owner Liability. The unit owner is liable for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the property by any resident, family member, tenant, or guest.

2.8 Local Ordinances. Pet owners must comply with all City of Raleigh ordinances regarding pets. Raleigh city ordinances require pets to be licensed, to wear a license tag, and to be vaccinated against rabies.

3. Noise

Overview: Residents are asked to limit noise that may disturb others' enjoyment of their property. Please be considerate when adjusting television or audio system volumes, moving objects along the floors, and engaging in other activities that may be heard in adjacent units. Out of respect for neighbors all residents will control their noise levels especially during "courtesy hours," as defined below.

3.1 Appliances Residents should try to avoid operating appliances that could be heard in adjacent units such as washers, dryers and vacuum cleaners residents during "courtesy hours."

3.2 Home Projects or Construction. Construction or other home projects which are noisy or otherwise disturbing to neighbors may be conducted only during the following hours: Monday- Friday 8:00am to 6:00pm and Saturday 11:00am to 6:00pm. No construction is allowed on Sunday, unless it is necessary for emergency purposes. Prior to any work being done in a unit, the owner must notify the manager and their neighbors.

3.3 Noise. Residents and homeowners are responsible for maintaining a reasonable noise level in their units and in the common areas. "Courtesy hours" are 11:00 p.m. to 7:00 a.m.

4. Common Areas

Overview: Common areas are generally defined as all areas of the property except the interior of units or other elements specifically defined in the Declaration of Condominium. Residents share the use of common areas. Thus, the collective needs of the community must outweigh the individual desires of a particular resident or owner.

Amenities are for the exclusive use of residents and guests. Amenities include the following common areas: lobby, parking lots, hallways and storage locker room.

4.1 Tampering. Tampering with common area water, lighting, sprinklers, fire safety equipment, thermostats, or other common area equipment or devices is not allowed.

4.2 Modification. No owner or tenant may construct, alter, modify, remove, plant, landscape, trim, or otherwise perform any work upon any Common Areas without prior written approval of the Board.

4.3 Outdoor Decoration. Personal yard ornaments such as statues, bird baths, decorative flags, etc. are not permitted in common areas or within common area planting beds. Nothing may be attached to the building or other building structures, including but not limited to exterior wall art, flag poles, planters, plaques, and lights.

4.4 Exterior Unit Decorations. – Residents may have a standard doormat and door decorations, such as a wreath or a welcome sign.

4.5 Smoking – Common Areas. Smoking is not permitted in interior common areas or in proximity to any of the entrances to the main building. Smoking is also prohibited in the pool area. Cigarette butts must be disposed of in proper receptacles, not on the ground. Dirty ashtrays may not be left outside.

a. Smoking – Units. Residents may smoke within units; however, Unit Owners are responsible for ensuring that all cigarette/cigar odors and/or smoke are contained within their units. Unit Owners are required to take measures inside of their units, such as the installation of additional caulking or air cleaners, to prevent smoke and/or odors from entering the common areas or other units. If you are smoking within your unit, it is **your responsibility to understand fire safety and prevention.**

b. Smoking – Balconies. Residents may not smoke on the balcony.

4.6 Common Area Furnishings - Furniture may not be placed in interior or exterior common areas (which include hallways.) Common area furnishing and equipment may not be rearranged or relocated to other areas of the property without the permission of the Board.

4.7 Grills – No cooking grills of any type or fire-pits may be used or stored on the balconies.

4.8 Non-Resident Use of Common Facilities Unit occupants are responsible for their non-resident guests and their behavior. Unit Owners are responsible for all damage caused by non-residents they or their lessees allow onto the property. Non-residents may be asked to leave and gatherings disbanded if nuisance conditions arise. The Board reserves the right to ask anyone at any time to cease use of common facilities for safety or nuisance reasons. Residents are responsible for insuring that their guests obey the quiet hours. Residents are reminded that the pet area, parking lots, and all common areas all border units and even "normal" social activity may be too noisy for quiet hours.

4.9 Roof. Residents are prohibited from accessing the roof of any building without Board approval. Contractors and service personnel must

contact the Property Manager to arrange for roof access for repairs.

4.10 Elevator. The passenger elevator must be reserved for moves or large deliveries. All such reservations shall be made not less than four (4) days prior to the move. Otherwise, the elevator is for owners and guests only. Please see the move-in/move-out policy (Appendix C) for more information. Elevator pads must be hung on the walls every time the elevators are used to move large, heavy or multiple furnishings or appliances and construction materials. Lobby furniture and elevator carpets should also be protected when using the elevator to move personal property. Unit owners are responsible for all damage that may be reasonably attributed to failure to comply with this rule.

4.11 Logos and Other Intellectual Properties. Official logos and other intellectual properties of the HOA may not be used by owners, residents, or anyone else without the written permission of the HOA Board.

5. Exterior Appearance

Overview: These policies are intended to promote a pleasant community appearance and preserve property values. The exterior should present a uniform and upscale appearance consistent with the historic nature of the property.

5.1 Signs. No sign, poster, display, no decorative flags or other ornamentation or other advertising device of any kind shall be displayed to the public view on doors, in windows, or on any portion of the property. For Sale & Rental agency signs are prohibited at Lake Shore Condominium (Article IX, Section K – Declaration of Condominium).

5.2 Trash. Garbage, discarded items, or other waste material must be placed in designated containers and may not be placed in the common corridor outside a unit *unless it is placed there on trash pickup day while the valet trash service is active. If placed in the corridor for trash pickup, garbage must be in a bag that does not leak and cardboard must be broken down. Trash may not be placed* on balconies, on sidewalks, on exterior landings, or in other common or limited common areas. Do not place household trash in common area waste cans intended only for incidental use. The bags deposited should contain household waste only and no recyclable items, cardboard or construction material. *Please note that trash and recycling dumpsters will be installed for the Lake Shore buildings in the future.* Cardboard boxes are to be broken down and deposited in the recycling dumpster designated for that purpose. Please refer to the Lake Shore Condominium Recycling Policy (Appendix D) for more information.

5.3 Doormats. Doormats, other than those owned and provided by the HOA, are not permitted in the interior common corridors of the building. *Doormats must be placed inside each individual unit, per fire code. Check with fire marshal.*

5.4 Door/Entrance Decorations. Unit entry doors are permitted to have door decorations at any time so long as they comply with the following standards:

1. Door decorations shall be made of high-grade materials and shall not be offensive to others. Lewd, obscene, or suggestive door decorations are not permitted.
2. No flashing lights or fluorescent-colored decorations will be permitted.
3. Decorations shall be appropriate for the season and no political or athletic team regalia shall be permitted.
4. Decorations shall span no more than 24 x 24 inches in area or its equivalent and shall not project from the door more than 5 inches.
5. Decorations shall be kept in good and attractive condition. Decorations that start to show wear shall be removed promptly by the Unit Owner. Holiday decorations shall not be displayed more than four (4) weeks before a holiday and shall be removed no later than four (4) weeks after the holiday.
6. Door decorations shall meet fire code regulations.
7. No items shall be placed outside Unit Entry doors per city fire code with the exception of the trash container for valet trash service on the days trash pickup is scheduled.

If door decorations meet the criteria outlined above, Unit Owners do not need Board approval. If decorations do not meet these criteria, Unit Owners must submit a request for approval to the Board which shall indicate the size, materials, and a photograph of the proposed decorations. Hardware used to display decorations must be removable without damaging the door surface. The cost of repairing and repainting a door will be assessed to the Unit Owner, if the door is damaged due to owners misuse.

5.5 Realtor Lock Boxes. *Realtor lock boxes, or similar items, may not be placed on doors or in spaces exterior to a Unit. Lock boxes are allowed only on the railing at the east (rear) entrance to the building.*

5.6 Hanging Laundry. No laundry, including towels and bathing suits, or other household items, including mops, brooms and rugs, shall be hung, dried or aired in any common or limited common area such as exterior landings, balconies, parking lots, or from windows.

5.7 Storage. Personal property of any kind may not be stored temporarily or permanently on exterior landings, sidewalks, in parking lots, in corridors, or in other common areas, general or limited. All personal property must be kept inside units or storage lockers unless other policy provisions explicitly make allowances, e.g. approved porch furniture. Do not leave personal property in the corridors of the main building. If you plan to be out of town, please make arrangements for a neighbor to pick up newspapers and deliveries.

5.8 Windows. Any window coverings **must be white, almond or a little beige color on the side facing out**, e.g. white/light neutral liners if necessary. If a homeowner is in doubt as to whether a window covering will meet the requirement they should consult with the property manager. Window covers must cover the entire window. Window appearance may not be altered by installing adhesive "films" that are tinted or frosted glass, foils, decorative screens or any other method that disrupts the uniform appearance of the windows without the express approval of the Board. Window hardware may not be visible from the outside.

5.9 Unit Entry Doors. All unit entry doors must be painted a uniform color as determined by the Board. Replacement doors must match all other units' entry doors. Residents are responsible for cleaning and maintaining their doors and thresholds. All entry door hardware including, but not limited to, doorknobs, peepholes, keypads must be uniform. All door hardware finish must be *brushed nickel* and conform to the original hardware. Any deviations in door hardware must be approved by the Board using the architecture change document.

5.10 Security Bars. Burglar bars on doors or windows are not permitted.

5.11 Plants. Plants are permitted on units balconies as long as the plants are healthy, regularly ~~maintained~~, in well maintained containers approved by the Architectural Review Committee (i.e. no plastic nursery pots), and do not pose a nuisance or hazard to other residents. Empty pots, planters, or gardening supplies may not be kept on balconies. Owners will not excessively water plantings so that water leaks from one balcony to another. Please see instructions for Balconies for further guidelines and rules.

5.12 Maintenance. Residents are responsible for keeping entry areas, walkways, steps, and landings to individual units clean, neat, and uncluttered.

5.13 Insect Traps. Electronic and chemical insect traps are not permitted in common areas, limited or general, without the permission of the Board.

5.14 Balconies. Permanent outdoor furniture is permitted on balconies if it is of a reasonable quality and finish, is appropriately sized, is kept in good repair and conforms to any other HOA guidelines. Wood and metal are preferred but plastic furniture is acceptable if it is of high quality/grade plastic. Furniture intended for indoor use is not permitted on balconies. Movable objects such as pots, plants and accessories that could cause injury or damage by falling, shall not be placed on unsecured open window ledges, porch railings, or balconies. Nothing shall be permanently installed on the balcony railings. Temporary rail baskets can be used on the inside of the rail so long as they are well maintained and do not cause damage to the railing. Owners are responsible for all damage caused. **All items should be secured inside during inclement weather.** No rug, mop or fabric may be hung on or shaken from windows or balconies. Care must be used in sweeping or washing balcony floors and watering plants so that neighbors and pedestrians below are not affected. Bird baths, animal feeders and bird houses are not permitted on any portion of the property, including the balconies, windows or ledges. Residents shall provide access to balconies when needed for maintenance or repairs to the exterior of the building.

5.15 Exterior Lighting. Holiday lighting and decor is permitted from Thanksgiving week through January 15th. Any such holiday lighting must use white non-blinking bulbs. Lights may not be permanently attached to any surfaces. They may be wrapped through rails and hung with removable adhesive products, such as Command strips or hooks.

5.16 Unit Owners. Unit owners are responsible for tenants following all exterior appearance rules.

6. Maintenance and Use of Individual Units

Overview: Residents share structural elements, e.g. walls, floors, etc., with at least one other neighboring unit. Poor maintenance and inappropriate use of a unit can damage other units and interfere with residents' enjoyment of their home.

6.1 Plumbing Repairs. Each Unit Owner is responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, shower stalls, water heaters, or other plumbing fixtures inside a unit.

6.2 Electrical Interference. No equipment may be operated from a unit in such a way that electrical or audio interference is created in adjacent units.

6.3 Business and Commercial Activity. Each unit is restricted to residential use as a single-family resident pursuant to the By Laws. This provision does not preclude professional or administrative occupations merely incidental to the use of the unit as a residential home without external evidence thereof and that do not significantly increase traffic into the property or affect parking of residents. It is the intent of this section to permit "home occupations" as defined in the Raleigh Unified Development Ordinance as of October 16, 2014 (see Appendix B). Common areas may not be used for commercial activity.

6.4 Move-In & Fee. When a unit is sold or rented, the owner(s) must notify the Property Management Company no later than seven days prior to the move out and move in dates and provide the name and contact information for the new owner(s) or tenant. Each party moving **out or in** must first pay a **\$250.00** fee to Lake Shore Condominium HOA and sent to the Property Management Company. Owners of any unit being moved out of or into are primarily responsible for payment of the fee and all damage that is attributed to the moving process. The lobby furniture and elevator should be protected as provided in the Lake Shore Condominium Move-in/Move-Out Policy Appendix C. Moving is only allowed between the hours of 9:00 AM and 5:30 PM on Monday through Sunday. Unattended building doors should not be left open. If the door must stay open it must be propped with an approved door stop. Placing tools, sticks, rocks or other items between the door and door frame to hold it open is not permitted. The party moving in must properly dispose of all materials, boxes and packaging in accordance with the Lake Shore Condominium Move-In/Move-Out Policy Appendix C. Any invoiced fees for damage are due within 30 days and are subject to late fees thereafter.

6.5 Storage Units - Gasoline, kerosene, turpentine and similar combustible or accelerant products shall not be kept in storage lockers or anything outside of fire code. Wine, alcohol, paint and similar noncombustible products are not prohibited by this rule.

6.6 Other - Board members, the Property Manager, its employees and other persons authorized by them shall have the immediate right to enter any unit and its limited common areas, whether or not the unit owner or resident is present, to investigate and make emergency repairs needed to remediate or abate a condition suspected of originating therein and threatening any unit, common area or limited common area. Persons acting pursuant to this Rule shall incur no liability in the proper execution of their duties. *Residents are strongly urged to leave a key to their unit with the Property Manager to avoid forced entry in case of emergency for which the Owner would be financially responsible.*

6.7 Monthly Assessment - Monthly assessments are payable on the 1st day of each month and are considered late if not received on or before the 30th day of the month. If late, a \$20 late fee will be applied to the owner's account. There is a collection policy in place whereby the owner will receive the following:

- A statement when 30 days late
- A late notice when 60 days late
- A 15-day demand notice when 90 days late along with a fee of \$45 billed the owner's account.
- If no reply or payment 15 days from the date of the 15-day demand letter, the account will be turned over to the attorney.

6.8 Safety Inspections: The Board may from time to time recommend and/or mandate that Owners conduct safety inspections and implement additional safety precautions and measures not specifically mentioned elsewhere in these Rules & Regulations, if it deems such actions necessary or appropriate for safety or security reasons or to protect the property of Owners and/or the Association.

7. Leasing & Sales of Condos

fee

Unit owners shall notify the Property Manager in writing within five (5) days after signing a lease for any unit. The Notice shall be signed by the owner(s) and tenant(s) and include the name, address and contact information for all persons who will have permission to occupy the unit during the lease term. The Notice shall certify that the lease contains language that (a) incorporates by reference the Rules and Regulations and By-Laws; (b) requires the tenant(s) to strictly comply with those documents, (c) states that the tenants' failure to comply with those documents will constitute a breach of the lease, and (d) that the tenant(s) have received and reviewed those documents. The unit owner shall bear full responsibility for enforcing all terms and conditions of the condominium documents and all existing and subsequent policies and decisions adopted by the Board. Unit Owners are responsible for all damage that may be reasonably attributed to their tenant.

Prior to leasing a unit, the unit owner must verify with the property manager that the Association's rental cap of 25% has not been met. If 25% of the units are currently leased, the owner cannot lease their unit and will be placed on a waiting list. *Please see Lease Permit and Rental Policies for further information.*

7.1 Application of Policies. The HOA Policies are automatically a part of each lease (even if they are not attached). Unit Owners are responsible for making sure that their tenants have a copy of and follow the policies.

7.2 Notification. Unit Owners must provide the Property Management Company & Board with a copy of the lease prior to the tenant moving in. The rental charge may be blacked out. It is the Unit Owner's responsibility to notify the Board of any tenant changes. The owner is responsible for collecting all keys and key fobs provided and made during the previous tenant's lease.

7.3 Liability. The Unit Owner is liable for all damage caused by tenants, their guests, or pets to any Common Area, limited or general, of the property.

7.4 Open Houses. *Should a realtor want to hold an open house for a unit owner, the realtor must contact the Property Manager at least 7 days in advance and ensure it has been communicated to residents. During the open house, no doors should be propped open and visitors must be accompanied by the realtor or representative at all times. Not recommended.*

7.6 Move-In & Fee. When a unit is sold, or rented, the owner(s) must notify the Property Management Company no later than four (4) days prior to the move out and move in dates and provide the name and contact information for the new owner(s) or tenant. Each party moving **out or in** must first pay a **\$250.00** fee to Lake Shore Condominium HOA and sent to the Property Management Company. Owners of any unit being moved out of or into are primarily responsible for payment of the fee and all damage that is attributed to the moving process. The lobby furniture and elevator should be protected as provided in the Lake Shore Condominium Move-in/Move-Out Policy Appendix C. Moving is only allowed between the hours of 9:00 AM and 7:00 PM on Monday through Sunday. Unattended building doors should not be left open. The party moving in must properly dispose of all materials, boxes and packaging in accordance with the Lake Shore Condominium Move-In/Move-Out Policy Appendix C. Any invoiced fees for damage are due within 30 days and are subject to late fees thereafter.

8. Home Improvement or Renovation

Overview: The following policies are not intended to discourage improvement of units. Rather, upgrades in a neighbor's unit can improve property values for all the owners and are generally encouraged. The following policies ensure that such work does not unnecessarily interfere with other units, create liability for the community, compromise the structure of the buildings, or violate requirements related to the historic nature of the property.

8.1 Architectural Review. No owner or resident may make any structural addition or alteration, alter or change mechanical systems, perform significant electrical or plumbing work, alter the appearance of any common element, alter the exterior appearance of a unit, or breach unit floors, ceilings, exterior walls, or building roofs without written permission of the Board. Owners seeking to perform renovation within their unit must submit to the Board the "Architectural Review Application" found in Appendix A of this document.

8.2 Board Inspection. The Board, its management agent, or other authorized agent must be permitted to inspect any modification requiring Board approval before, during, and/or after completion of the project.

8.3 Exterior Modifications. No exterior alterations are allowed.

8.4 Antennas/Satellite Dishes. No radio station or shortwave operator of any kind shall operate from the property or any individual unit. So as not to jeopardize the historic designation of the property, no exterior radio antenna, C.B. antenna, television antenna, satellite dish, or other exterior antenna of any type shall be erected without Board approval.

8.5 Other. The Board cannot anticipate every potential alteration and must have a mechanism to address instances in which the Declaration of Condominium or rules and regulations are ignored or an application process was bypassed. Thus, the Board reserves the right to require the removal of alterations and/or restoration of property in instances where the Board finds a violation of covenants or HOA policies or for which there was no advance Board approval.

9. Enforcement of Policies

Overview: There may be an occasional resident or owner whose actions violate HOA policies or otherwise interfere with others' enjoyment of the property. Thus, the Board and/or its authorized agents must have mechanisms for enforcing policies.

9.1 Strict Enforcement. These policies will be strictly enforced. If the policies are violated by any owner, tenant, or guest of a resident, the owner will be responsible for corrective action, damages, and/or fines.

9.2 Fines. The Board may assess fines against an Owner for violations of policies contained in the Declaration, Policies, or other relevant documents committed by an owner, the owner's tenant, or the owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Violations of the Rules and Regulations, By-Laws, and other Resolutions and Directives adopted by the Board will be called to the attention of the violating owner or resident and, in the discretion of the Board, a warning shall be issued directing compliance within a specified time. If the violation continues after the time specified, the Board may assess a fine up to \$100.00 for each violation. The fine may be assessed daily or each occurrence at the discretion of the Board if the violation continues for more than five days after the specified compliance period expires.

9.3 Payment of Fines. Fines and/or damage charges are due to property management within 30 days of assessment.

9.4 Damage Assessment. In addition to fines, the Board may assess charges against an Owner for property damage or destruction of common areas or facilities by the owner, the owner's family, guests, agents, occupants, tenants, or tenant's guests.

9.5 Property Removal. All personal property stored or displayed in common areas in violation of HOA policies may be removed by any Board member or management company representative at any time without notice. Such personal property will be disposed of if not claimed within 10 days of removal.

9.6 Vehicle Towing Policy. Prohibited vehicles may be removed from the property. If necessary, vehicles parked in violation of HOA policies may be removed and/or stored without the permission of the vehicle's owner or operator. Notice and removal will be in accordance with state and/or city statutes. A Unit Owner is liable for all costs of towing vehicles parked illegally or in violation of HOA policies whether that vehicle is owned by the Unit Owner, his/her family, guests, the owner's tenants, or tenant's guests.

Owners may have a vehicle towed from their assigned space without notice to the vehicle owner. The towing company will be provided with the list of space assignments. Owners must provide the towing company with residents or ownership of their respective condominium unit.

10. General Nuisance.

No unsafe, noxious, offensive, or illegal activity or odor is permitted on any portion of the property. No activity shall be conducted on the property which in the judgment of the Board might reasonably be considered annoying to neighbors of ordinary sensibilities or might be

reasonably calculated to reduce the desirability of the property for quality living. No person may do anything that will increase insurance rates for common area improvements or which may cause common area improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company. The Board shall have the right to determine if any noise, odor, interference, or activity constitutes a nuisance or unreasonably affects insurance or liability. All units shall be kept clean, sanitary and free of pests, vermin and unpleasant odors. Noise levels should be reduced between 11:00 PM and 7:00 AM. When not being used for ingress or egress, entrance doors to units shall remain closed to eliminate or mitigate sounds and odors from migrating to common areas or other units. If noises or odors, including particularly sound devices and tobacco smoke, are determined by the Board to be offensive to others, the responsible unit owner(s) shall implement and utilize all reasonable means, devices and equipment necessary to eliminate the offending condition as required by the Board at the owner's expense.

APPENDIX A

Lake Shore Condominium ARCHITECTURAL REVIEW APPLICATION

Please submit a copy of the completed form to the Lake Shore Condominium HOA Board and property management. One copy reflecting the action taken by the Board will be returned to you for your records. All owners of a unit must be listed and must sign this request. The Board will make every effort to respond to a request within 30 days. Modifications may not commence without approval of the Board.

NAME OF OWNER(S): _____

Unit Number: _____

CURRENT ADDRESS: _____
(If not at Lake Shore Condominium)

EMAIL ADDRESS: _____

TELEPHONE NUMBERS: _____

SCOPE OF WORK SUMMARY: _____

CONTRACTOR NAME, LICENSE NUMBER & CONTACT INFORMATION:

DATE MODIFICATION WILL BE COMPLETE:

Please answer *yes* or *no* to each of the following items:

Will permits be needed?

☐ Yes

☐ No

Will the modification involve HVAC

Will the modification involve plumbing?

☐ Yes

☐ No

Will the modification involve electrical work?

☐ Yes

☐ No

Will the modification affect any structural
element of the building?

☐ Yes

☐ No

Will the modification in any way alter the
exterior appearance of the unit?

☐ Yes

☐ No

Will the modification alter the operation or appearance
of a window?

☐ Yes

☐ No

Will the modification in any way breach
the roof of the building?

☐ Yes

☐ No

Will the modification breach the unit's floor?

☐ Yes

☐ No

Will the modification breach the wall of an adjoining unit?

☐ Yes

☐ No

Will the modification in any way affect adjacent units?

☐ Yes

☐ No

DESCRIPTION OF PROPOSED MODIFICATION:

Please describe the proposed modification in detail. If necessary, attach additional pages, diagrams, or supporting documents. If you answered *yes* to any of the previous questions, please include an explanation within your description of the proposed modification.

OWNER'S ACKNOWLEDGMENT: I/we understand that:

1. Material herein contained will represent alterations that comply with the zoning and building codes of the City of Raleigh and Wake County to which the property is subject. Further, nothing herein contained will be construed as a waiver or modification of such ordinances. The owner is responsible for obtaining the necessary permits prior to the commencement of modifications.
2. No work will commence until written approval from the Board has been received by the owner. Any construction or alteration before the approval of this application is not allowed, and if alterations are made, I/we may be required to pay all legal expenses incurred.
3. Members of the Board or management may make routine inspections. Approval, if granted, is solely meant as a waiver from the restrictions in the Declaration or HOA Rules and is not meant to comment or advise on the fitness or safety of any proposed alteration or modification.
4. This request is subject to restrictions by the Declaration, HOA Policies, and the review process established by the Board. Any variation from the original application must be resubmitted for approval. A copy of this request will be returned to me/us after review by the Board.
5. I/we acknowledge and agree that I/we will be solely liable for any claims, including without limitation, claims for property damage or personal injury which result from the requested addition or modification. I/we hereby indemnify the Association, the Board, and the management company from and against any and all such claims.
6. Unit owners are responsible for ensuring that common areas are protected during renovations. If Common areas are not protected, unit owners are subject to fines due at HOA's discretion.
7. Construction Teams are not to use the Residential dumpsters. If a dumpster is needed, the location must be approved by the Board.

Signature of Owner

Signature of Owner

(All owners of the unit must sign the application).

---- DATE RECEIVED BY THE BOARD: _____

ACTION BY THE BOARD:

☐ Approved as submitted

☐ Denied

☐ Approved subject to the following conditions:

Signature of Authorized Board Member

Date

Appendix B

Home Occupation Definition and Regulation per Raleigh Unified Development Ordinance (Article 6.7.3.D.) as of October 16, 2014

Home Occupation

An occupation that provides a service or product that is conducted wholly within a residential dwelling in a Residential District.

1. No nonresident employees are allowed. Clients, customers, patients and visitors are not allowed to visit the premises.
2. No display of goods, products, or services shall be visible from outside the dwelling.
3. The home occupation shall not exceed 25% of the livable portion of the dwelling.
4. No business storage or warehousing of material, supplies or equipment is permitted outdoors. Storage is permitted in the principal dwelling unit or in a fully-enclosed accessory structure only.
5. There must be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of a home occupation.
6. No equipment, vehicle or process may be used that creates excessive noise, vibration, glare, fumes, odors, or electrical interference.
7. Only 1 vehicle used in connection with the home occupation shall be parked or stored on the premises; provided, however, the vehicle must not be a bus, truck, van, trailer or other vehicle over 6,000 lbs., as listed on the vehicle registration form, and no advertising or reference to the home occupation may be displayed on the vehicle in any manner.
8. The requirements for shipping and receiving of materials in connection with the business does (sic) not create excessive noise or traffic.

APPENDIX C

Lake Shore Condominium

Condominium Move-In/Move-Out Checklist

Please note that the Moving Monitor must be scheduled four (4) days prior to move by contacting the Lake Shore Condominium Property Management Company and requesting a move. If homeowners and their tenants do not move themselves they must use a moving company that is registered with the NC Utilities Commission that maintains the legally required certificate of insurance and complies with all other applicable laws. The certificate of insurance should be provided to the property manager when the move is scheduled.

Moving is permitted beginning at 9:00am Monday through Sunday and must end no later than 7:00pm each day. The Moving Monitor will be designated by the Lake Shore Condominium Architectural/Use Committee.

Owners are also responsible for all damages and fines imposed for rule violations.

The Moving Monitor will take pictures before and after the move during walkthroughs. These pictures will be used should any damages occur to determine repair expense(s). The pictures are the property of the Lake Shore Condominium Homeowners Association.

Moving Monitor: _____

Unit Owner(s): _____

Unit Owner(s) Phone on date of move: _____

Resident(s): _____

Unit Number: _____

Date of Move: _____ Time Move Began: _____ Time Move End: _____

Pre-Inspection Checklist

	Pre-Move Inspection		Post-Move Inspection Yes/No
Items	Yes/No	Comment/Remarks	
Entrance:			
Exterior Doors			
Welcome Mat			
Overhang above Handicap Area			
Area is cleaned			
Interior Lobby:			
Interior Doors			
Flooring			
Hallway			
Walls in Interior Lobby			
Bench/Furniture Protected			
Artwork			
Floor covering added to protect floor			

Area is cleaned			
Elevator:			
Doors			
Walls			
Lights			
Flooring			
Pads are in place			
Floor covering added to protect floor			
Elevator pads are returned to storage			
Hallway:			
Floor/Carpet			
Walls			
Stairwell			
Doors			
Floor covering added to protect floor			
Area has been cleaned			
Miscellaneous:			
Elevator is operational			
Mover provides Certificate of Insurance			
Mover provides a supervisor on site.			

This signature of this document signifies that the resident's move-in/move out has been completed and a walkthrough was completed before and after the move. It does not signify that damage has not occurred.

Resident Printed _____

Resident Signature _____ Date _____

Moving Monitor Signature _____ Date _____

Appendix D
Recycling Policy
Lake Shore Condominium Recycling Instructions

A successful recycling campaign requires a successful relationship between the City, its residents and the processors who receive, sort, bale and market the material.

Do not place any items outside of the bin when it is full. These items will be placed in the trash.

It's imperative that only materials listed below be placed in the recycling bin. **When in doubt, toss it out!**

Accepted Plastics

Bottles - rinse and screw caps back on.

Clamshells - rinse. Only recycle clear boxes marked "1" or "PETE." These boxes are often used for berries or baked goods.

Tubs - rinse but discard lids. Round and flexible, tubs are commonly used to hold margarine, yogurt and sour cream.

Not Accepted Plastics

In addition to the following items, our recycling program currently does not accept plastic lids, pumps and items that previously contained a hazardous material. Items that contained chemicals, such as a pesticide, pool chemical, automotive fluid, or anything with the poison symbol on it, should be placed in the trash.

Bags - Most grocery stores have collection boxes. Bags in a sorting facility are a nightmare for jamming equipment!

Lids - Lids (not to be confused with caps) are the flat covers used on containers such as margarine tubs, sour cream, cream cheese or whipped toppings. Since they are flat they are often mixed with paper at the sorting facility by machinery.

Polystyrene (Styrofoam or #6 plastic) - This takes many forms, including meat trays, coolers, cups, blocks and coffee-cup lids. Please avoid putting any plastics marked "6" or "PS" in your recycling cart. There is no local market for this material and shipping it to a faraway facility would be cost prohibitive.

Frozen Food/Deli Trays, Plates - These trays and other thin, flat plastic objects are not currently recyclable in our program because they cause a sorting problem at the facility. Because they are flat they get sorted out by machines along with other thin and flat materials (paper!) and end up contaminating the paper bales. Please continue to put these items in the trash.

Rotisserie Chicken Boxes - These containers often have a clear lid and a black bottom. They are made from mixed plastics that are not easily sorted or sold. Please discard in the trash.

Cups (thin) - The ones made of thin brittle plastic shatter easily and are hard to capture at the sorting facility. Please avoid purchasing these cups when possible. "Souvenir cups" made of durable and flexible plastic (like margarine tubs) are recyclable.

Compostable Plastics - The broad #7 category was designed as a catch-all for "other" plastics. Unfortunately compostable plastics made from bio-based polymers, like cornstarch, are also included in this category and labeled with a #7. Look for the words "PLA," "compostable" or "biodegradable". Please look carefully for that coding and if you see it, DO NOT put it in the recycling container. They are designed to be composted, not recycled!

Accepted Glass

Bottles and Jars that held food or beverages are recyclable. Discard any plastic lids, corks or caps before recycling bottles and jars. Metal lids may be placed in the recycling cart. Broken food and beverage containers are acceptable.

Not Accepted Glass

Non-Food Glass Containers - Some manufacturers put chemical stabilizers in the glass containers they make for non-food products. These chemical stabilizers would cause problems in the recycling process. Mirrors, window panes, dishes, and light bulbs are all examples of glass products that should not be recycled in the blue cart.

Accepted Metal

Aluminum Foil and Food Trays - Remove all food residue. Since foil is so thin it will actually be destroyed before any food residue is in the melting process. If you are not willing to clean the foil first, please discard it.

Metal Cans - please lightly rinse before putting in bin. Please place the lids of steel food cans inside the can for safety.

Not Accepted Metal

Metal oil cans or metal containers for non-food products should not be recycled through the City of Raleigh's programs. Wake County Convenience Centers and Multi-Material Drop Off Centers have scrap metal boxes for recycling other metal items.

Aerosol Cans - Aerosol cans that are not empty may leak or explode during the sorting and baling processes of recycling. In addition, federal law requires treating pressurized cans as hazardous waste and makes it very costly.

Non-Food Cans - May contain residues from insecticides, herbicides, varnishes, etc. These residues cause problems with the recycling machinery.

Hangers - Hangers jam up the recycling plant equipment that sorts metal cans. Ask your dry cleaner if they will accept the hangers back for reuse. These are also accepted for recycling in the "scrap metal bin" at Wake County Convenience Centers.

Accepted Cardboard

Corrugated Cardboard is usually used to make shipping type boxes and has two flat single layers sandwiched around a wavy layer. Prepare the cardboard for recycling as follows:

- flatten completely.
- remove all packing material, including any glued-on foam liners.
- reduce to pieces **no larger than 3' x 3'** in size.

The reason for this limitation is that is the size of the opening on some recycling trucks and for residents now using carts, so that the cardboard does not become stuck in the cart.

Note: Cardboard that is not prepared according to these guidelines will not be collected.

Pizza boxes with a few greasy spots may be recycled. Remove all food and paper liners first!

All flattened cardboard must fit inside the cart. Only materials inside the cart will be collected as carts are serviced by a fully automated system and the driver does not get out of the truck. If you have a lot of cardboard, and do not want to reduce it to 3' x 3' pieces, you can remove packing materials, flatten it and take it to one of the City's drop off recycling centers.

Not Accepted Cardboard

Heavily Waxed Boxes - sometimes used in restaurants and nurseries, these boxes are

difficult to handle and should not be recycled.

Accepted Paper

Paper includes

- junk mail
- envelopes (including window envelopes)
- copy and fax paper, printed or blank
- Paper clips should be removed from paper but staples are okay.

Aseptic Boxes - Sometimes called juice boxes, they are also used for wine, milk and soup. Please remove any straw and flatten it before placing in the recycling container.

Gable top cartons - commonly used as milk, juice and laundry detergent cartons should be rinsed lightly and have their caps removed and discarded.

Newspapers and all inserts, Magazines, Catalogs and Paperback Books - should be removed from plastic bags or sleeves. Recycle the plastic bags at your local grocery store.

Shredded Paper - Do not put loose shredded paper in the recycling cart where it can end up littering your neighborhood. To properly prepare shredded paper for curbside collection:

- place shredded paper inside a brown paper bag (not plastic)
- staple it closed and mark "shredded paper" on the bag
- place the stapled, marked bag in the recycling cart

Paperboard Boxes and Tubes - Examples of paperboard and chipboard include cereal, pasta, toothpaste and beer boxes. Tubes are used for paper towels, toilet paper and wrapping paper.

To prepare:

- remove any linings (like cereal boxes) or attached paper (tubes)
- flatten the boxes

Spiral Paper Cans - no special attention needed. You do not have to remove the metal ends. These cans are commonly used for nuts, refrigerated dough and potato chips.

Not Accepted Paper

Cups, Napkins, Plates and Ice Cream Cartons - food residue attracts pests to the sorting center.

Hardback Books - Bindings on books make them difficult to recycle as they contain glue which gums up the recycling equipment in the pulping process. Reuse or donate when possible.

Egg Cartons (lowest grade of paperboard) - Paperboard egg containers are already made from paper that has been recycled several times. The recycled paper fibers have become so short that they are not useful in making new paper products. Fibers simply wash down the drain.

Boxes with Wax Coatings (where you can scratch wax off with a finger nail) - Examples include some frozen food products.

Unopened Mail - it may contain items such as promotional stickers or product samples, which could make our material unacceptable for recycling. Open the mail and remove unacceptable materials.

Checkbooks, Carbon paper, Paper with adhesive backing - are low quality paper.

Appendix E. New Resident Form

Lake Shore Condominium

New Tenant Form

THIS SECTION TO BE COMPLETED BY LANDLORD

Address of property to be rented:

2441 Campus Shore Drive

Unit _____

Raleigh, NC 27606

Rental Term: Lease (from _____ to _____)

*Rules & Regulations prohibit any rental term less than one year.

Amounts Due Prior to Occupancy

Move-in Fee \$ _____

Other: _____ \$ _____

TOTAL: \$ _____

I have complied with the following (please check each to acknowledge.)

_____ I have a written lease for my rental and it is attached.

_____ I am leasing my unit as a residential dwelling.

_____ I have provided the condominium documents (declaration, by laws, article of incorporation and rules and regulations) to my tenant and they will adhere to the requirements/rules contained therein.

_____ My tenants have been advised of the parking scheme and their assigned parking numbers

_____ The dryer in my unit (either provided by myself or the tenant) meets all of the dryer ducting safety requirements for the building.

I will advise the Board of Directors of the HOA if the lease in effect for my unit is terminated prior to the end of the term by either myself or the renter. If my unit is rented again after such termination I will furnish a new completed rental information form and lease.

Homeowner Signature

Date

THIS SECTION TO BE COMPLETED BY NEW TENANT

Applicant Personal Information

Full name - include all names you use(d): _____

Home phone: _____ Work phone: _____ Cell Phone: _____

Drivers license number/state: _____

Vehicle make: _____ Model: _____ Color: _____ Year: _____

License plate number/state: _____

Additional Occupants

List full names of everyone, including children, who will live with you at least 50% of the time:

Home History

Current address:

Dates lived at this address: _____ Reason for leaving: _____

Landlord/manager: _____ Landlord/manager's phone: _____

Previous address:

Dates lived at this address: _____ Reason for leaving: _____

Landlord/manager: _____ Landlord/manager's phone: _____

Employment History

Name of current employer: _____

Address:

Phone: _____

Name of supervisor: _____ Supervisor's phone: _____

Dates employed at this job: _____ to _____ Position or title: _____

Miscellaneous

Describe the number and type of pets (if any) you want to have in the rental property:

Describe the water-filled furniture (if any) you want to have in the rental property:

Do you smoke? ☐ yes ☐ noHave you ever: Been sued? ☐ yes ☐ noBeen evicted? ☐ yes ☐ no Been convicted of a crime? ☐ yes ☐ no

Explain any "yes" answers from above:

Reference and Emergency Contact

Personal reference 1: _____ Relationship: _____

Address: _____ Phone: _____

Emergency contact: _____ Relationship: _____
Address: _____ Phone: _____

*I certify that all the information given above is true and correct and understand that my lease or rental agreement may be terminated if I have made any material false or incomplete statements in this application or after multiple infractions from the Rules and Regulations By Laws from Lake Shore Condominium HOA Board. By signing below, I agree that I have seen and fully read a copy of the Lakeshore Condominium **HOA** By Laws and Rules and Regulations.*

Signature of applicant: _____ Date: _____
Printed Name of applicant: _____

Appendix F
Pet Form

Lake Shore Condominium
Pet Registration

Dear Homeowner:

In order to provide a safe environment for our residents (and their pets) and to comply with our Rules & Regulations, we are requesting the you fill out the enclosed Pet Registration Form and supply the Board with proof of your dog and/or cat being vaccinated for rabies.

We are requesting this information for two reasons:

1. To ensure that all pets (cats and dogs) are free from disease that may be transmitted to humans.
2. In case of an emergency, the emergency personnel will know that there is a pet living in that unit, and may be able to rescue it. An emergency may consist of (but not be limited to) fire, water, gas leak, etc.

As stated in our Rules & Regulations, please be a responsible pet owner and have your dog leashed at all times while going through the common areas, including the garage; your pet is not allowed to use common areas as a bathroom; and please pick up after your pet when walking outside the community (i.e., in front of retailers).

Homeowners who rent their units are responsible to make sure that their tenants provide this information and that they are aware of the rules regarding the walking of pets in the community.

You may email or mail the form and proof of rabies vaccination to **York Properties**.

Regards,

BOARD OF DIRECTORS
Lake Shore Condominium

PET REGISTRATION FORM

In order to provide a safe environment for our residents (and their pets) and to comply with our Rules & Regulations, we are requesting the you fill out the enclosed Pet Registration Form and supply the Board with proof of your dog and/or cat being vaccinated for rabies.

Therefore, please fill out the information below, sign, date, and return this form to our Property Management Representative.

Type of Pet: _____

Breed of Pet: _____

Color/Markings: _____

†Proof of rabies enclosed. If proof is not enclosed date it will be sent _____

Owner's Name: _____

Owner's Address: _____

Owner's Phone #: _____

Owner's Email: _____

I agree to abide by any rules and restrictions regarding pets that the HOA Board may adopt. If my pet is a dog, I further agree to keep the dog leashed at all times when it is out of my unit, not to allow it to use any common area as a bathroom, and to promptly pick up any waste and dispose of it properly.

Owner's signature

Date

Appendix G
Lake Shore Condominium
Vehicle Registration

In order to provide a safe environment for our residents and to comply with our Rules & Regulations, we are requesting the you fill out the enclosed Vehicle Registration Form and submit to the Property Management Company and HOA.

Therefore, please fill out the information below, sign, date, and return this form to our Property Management Representative.

Type of Vehicle: _____

Make of Vehicle: _____

Color of Vehicle: _____

License Plate: _____

Owner's Name: _____

Lakeshore Unit: _____

Lake Shore Condominium Parking Space: _____

Owner's Phone #: _____

Owner's Email: _____

I agree to abide by any rules and restrictions regarding parking and vehicle ownership that the HOA Board may adopt. By signing below, I agree that I have read all the Rules and Regulations regarding vehicles and parking and will abide by them. If any infractions occur, I may be subjected to fines at the HOA's discretion.

Vehicle Owner's signature

Date