

The Falls Association, Inc.

Rules and Regulations

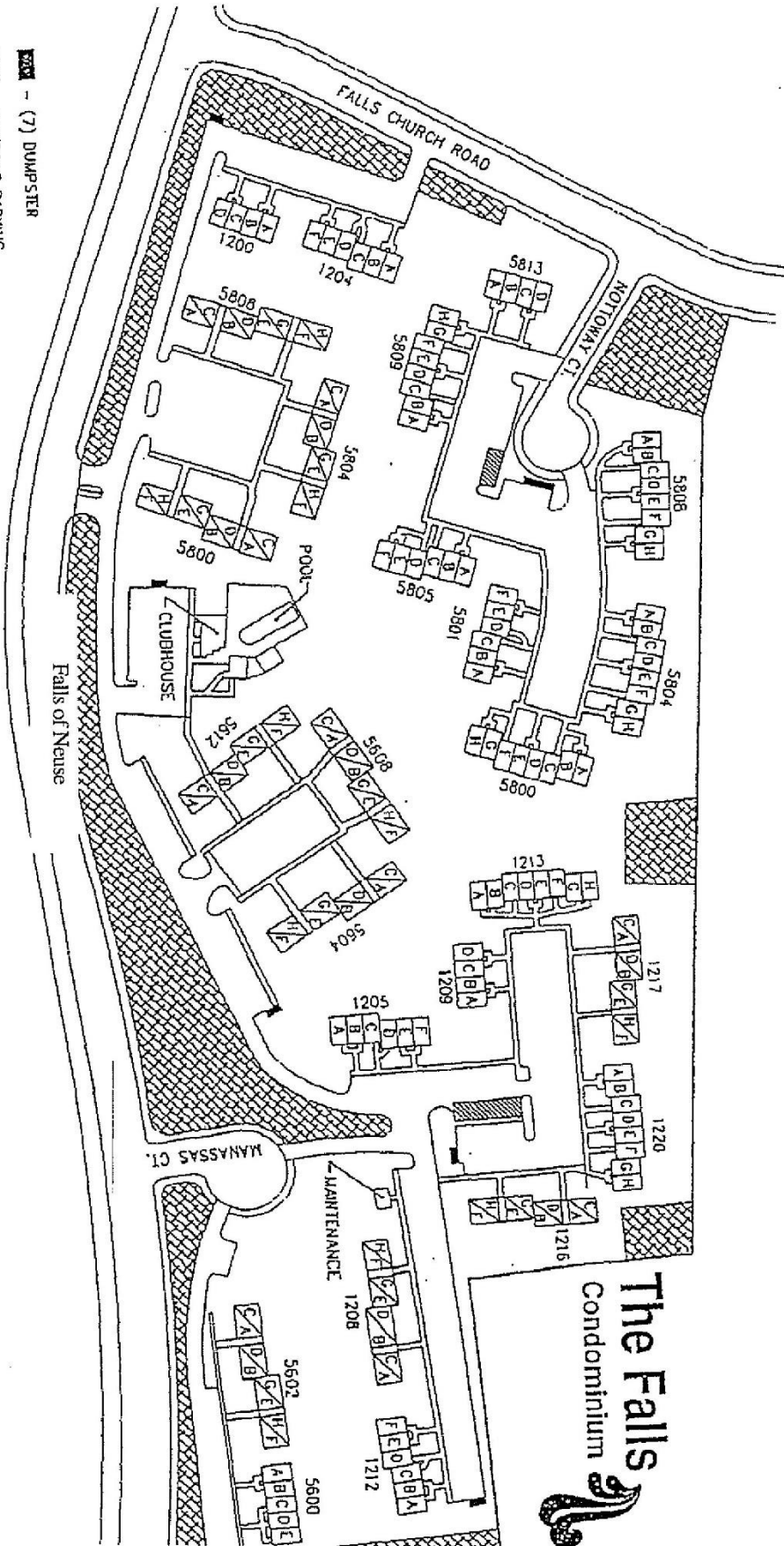
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Approved by Falls Association, Inc.

Board of Directors July 2015

The Falls Rules and Regulations

-  - (7) DUMPSTER
-  - RV/BOAT PARKING
-  - PET AREAS



The Falls
Condominium

1. Use and maintenance of the Rules and Regulations

- 1.1 Purpose:** These Rules and Regulations have been developed for the purpose of guiding owners, residents and management in the administration and operation of the Falls Condominium. The matters set forth herein are intended to represent sound business practices and government of the Association, and careful adherence to the requirements placed on the Association by North Carolina law and our own legal documents.
- 1.2 Definitions:** Described under each applicable section.
- 1.3 Application:** The Rules and Regulations apply to persons and organizations owning property in the Falls Condominium, tenants of property owners, and all persons who are invited guests of owners or tenants. Additions or changes to the Rules and Regulations shall be made only upon a motion adopted by the Board of Directors.
- 1.4 Authority:** These Rules and Regulations are issued pursuant to the authority of the Board of Directors.
- 1.5 Distribution:** A copy of these Rules and Regulations shall be furnished to every person and/or organization owning property in the Falls Condominium. Non-resident owners must provide tenants with a copy. Copies are available on the Association's web page (go to www.casnc.com and select The Falls Condominiums under the Communities tab).
- 1.6 Revisions:** Suggestions for additions or revisions to the Rules and Regulations must be made to the Board of Directors in writing. Revisions shall be made only by adoption of a motion by the Board of Directors, and copies of the revised sections shall be furnished to all property owners.
- 1.7 Maintenance of the Rules and Regulations:** Revisions will be distributed when published.
- 1.8 Reference to Pronouns:** In these Rules and Regulations, all pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities as required.

2. Common Areas

2.1 The common areas belong to all residents. These include paved, landscaped and storage areas, sidewalks, breezeways, and the pool and clubhouse. **No changes to the exterior of the property may be made without the approval of the Board of Directors. Anyone undertaking a change without first receiving approval may be required to remove or modify the alteration should the Board determine it is not in keeping with the general scheme of the community.** The Board has formulated the following rules to help residents be consistent with Association policies.

2.1.1 Certain portions of the common areas and facilities are reserved for the use of a particular condominium unit to the exclusion of other units and are designated as "limited common areas and facilities." Limited common areas and facilities of the condominium units to which they are reserved are as follows:

Two story units have the use of an area above ceiling joists but limited by a plane parallel to the attic rafters, as set forth in the unit ownership file.

All units have the use of the storage rooms, patio and/or balcony appurtenant to each unit as shown in the unit ownership file.

2.1.2 Satellite dishes of 1 meter or less are permitted on the limited common property of each home (the patio and storage building). Residents wishing to install a dish anywhere other than the patio or roof of the storage building must obtain approval from the Board prior to installing a dish. The Association is not obligated to provide a location for a satellite dish should you be unable to utilize the limited common property.

2.2 All trash must be placed inside the dumpster(s). The City of Raleigh waste removal service will not remove trash that is left outside the dumpster(s). Any resident identified as leaving items outside the dumpster will be charged for the cost of removal, and a fine will result pursuant to the fining policy noted in this publication. Refer to Chapter 10, Directory of Services, for information regarding disposal of items not suitable for placing in the dumpsters.

2.3 Trash is not to be stored on patios, balconies, sidewalks or in the breezeways.

2.4 The sidewalks, breezeways, patios, balconies and other common areas are not designed for "overflow" storage. Appliances and furniture (with the exception of patio furniture) should not be stored on them. Bicycles may be stored on the patio or under the stairs in the breezeway. The Board may exercise its discretion in determining if any item is a visual distraction.

- 2.5** No plants or trees are to be planted by residents in the lawn areas. Low bedding type flowers may be planted in mulched areas in front of the buildings. No vegetables may be planted in front of the buildings. Flowers and vegetables may be planted at the rear of the building near the building wall, the patio and the patio fence. Homeowners are responsible for maintenance and disposal of their own plant material. The landscape contractor assumes no responsibility for damage to plant material planted by homeowners.
- 2.6** Ivy and other vines should not be allowed to grow on the buildings and are subject to be removed.
- 2.7** If you have specific requests for the landscaping crew (i.e. pruning, tree removal, etc.) these requests should be directed to the management company. Maintenance and grounds workers are not authorized to perform services for residents. They must not be interfered with or harassed by residents as they perform their duties.
- 2.8** The Association maintains insurance on all buildings, subject to a \$10,000.00 deductible, which is to be provided by the owners and/or their individual insurance policy. Residents are required to maintain the appropriate insurance on their belongings. Since insurance requirements vary according to whether the unit is owner occupied, tenant occupied, or investor owned, homeowners are strongly encouraged to verify with their insurance agent that proper coverage is in place.
- 2.9** Zoning restricts use of the residence to single families. Roommates are permitted, however no more than four unrelated individuals are allowed to reside in a single unit. **NOTE:** Zoning also restricts the use of a residence for home business purposes. Any home business must be in compliance with applicable regulations. See Chapter 10, Directory of Services, where to call about zoning information.
- 2.10** Clothes lines, clothes racks or other clothes drying devices are prohibited on patios, balconies and common areas. Clothes, sheets, carpets, rugs, towels, and similar items are not to be draped over balcony railings, patio fences, window sills, bushes or shrubs.
- 2.11** Home owners are responsible for maintaining the following items:
- 2.11.1 window glass, including putty and wood;
 - 2.11.2 window screens;
 - 2.11.3 replacement of sliding glass doors;
 - 2.11.4 door buzzers, knobs, locks, mail slots;
 - 2.11.5 weather stripping;
 - 2.11.6 external storm doors, internal entry doors, and window replacement;
 - 2.11.7 air conditioners.

- 2.12** Yard sales by unit owners are not permitted. An association "Parking Lot Sale" at the clubhouse is held twice a year (in May and October).
- 2.13** Mailboxes installed outside townhouse units must be black or brass. Replacement mailboxes are the responsibility of the homeowner.
- 2.14** Exterior light bulbs must be clear, not colored, on the front of buildings and in breezeways. Balconies and patios may have yellow bug lights.
- 2.15** City of Raleigh ordinance states that (any open flame) charcoal and/or gas grills are prohibited within ten (10) feet of combustible material at all occupancies. This means that grills may not be used on balconies or in breezeways, and must be a minimum of ten (10) feet from buildings and sheds on the ground level.
- 2.16** Security system signs may be displayed outside each unit's front and back door. These may not exceed 1' square in size and must be positioned against the building. "For Sale" and "For Rent" signs are to be placed inside the front windows and doors. If a unit's location is such that posting a "For Rent" or "For Sale" sign is not feasible in the windows or doors, an owner may request an exception from the Board.
- 2.17** Changes to the **EXTERIOR** of a unit or to common areas must be filed with the Board of Directors for approval to ensure that the plans are consistent with Association policies.

No changes to the exterior of the property may be made without the approval of the Board of Directors. Anyone undertaking a change without first receiving approval may be required to remove or modify the alteration should the Board determine it is not in keeping with the general scheme of the community.

2.18 RESERVED FOR FUTURE USE

2.19 Yard waste cannot be placed in the dumpster(s) and the lawn maintenance crew is not responsible for the removal of yard waste left by residents. Residents who generate yard waste are responsible for its removal.

2.20 Water faucets: There are two outside water faucets at the side of each building in the front. These are for the use of all residents in that particular building. On some units there are faucets on the patios. This is considered restricted property that belongs to the resident and is not for general use.

2.21 From time to time loads of mulch (bark chips or hardwood chips) may be unloaded in the natural areas by the grounds crew or a tree service company. These mulch piles will be used by the grounds contractor as the need arises. However, the mulch is available for residents to use in flower beds, etc.

2.22 Non-resident owners are fully responsible for the actions of their tenants, dependents, and guests. Any fines assessed by the Board of Directors are levied against the unit owner and are considered a lien against the property. Fines will be assessed to the unit owner for any violations and added to the monthly assessment.

2.23 Non-resident owners must provide a copy of the current Rules & Regulations to their tenants.

2.23.1 Non-resident owners must provide a copy of the lease to the management company. Names of all adults occupying the unit and their contact information should be provided to the management company.

3. Clubhouse Rules

- 3.1** The clubhouse is for the use of all The Falls residents. The rental fee is \$75.00 and an additional \$100.00 deposit is required. The deposit will be refunded after the key has been returned and the clubhouse checked and found to be in satisfactory condition. The key is to be returned the day following the rental (or Monday morning if the event is on the weekend). The management company handles all reservations and payments. **The clubhouse is not available for rent during weekends when the pool is open.** All rental activities must be confined to the interior of the clubhouse.
- 3.2** The person reserving the clubhouse is responsible for all guests, must be present at all times, and is responsible for locking the building.
- 3.3** At 11:00 p.m., all doors and windows must be closed and music turned down and contained within the building. Doors and windows should be closed whenever the heating or air conditioning is in use. Chairs and tables may not be taken outside the building.
- 3.4** The person who reserves the clubhouse assumes all responsibility for cleaning up and leaving the building in the same condition as it was prior to the rental. The renter must provide their own trash bags and cleaning supplies. The Association does not provide a cleaning service; if the clubhouse is not cleaned properly immediately after use, cleaning charges will be taken from the deposit, and any additional charges will be applied to the account of the unit owner. **Smoking is not permitted inside the clubhouse.**
- 3.5** When leaving the clubhouse, be sure all windows and doors are locked. Set the thermostat to 55 degrees in winter or 85 degrees in summer.
- 3.6** Please use the following checklist before leaving the clubhouse:
- 3.6.1** countertops wiped clean
 - 3.6.2** range wiped clean; oven cleaned, if used
 - 3.6.3** refrigerator wiped clean
 - 3.6.4** sinks cleaned
 - 3.6.5** food and drinks removed from the refrigerator
 - 3.6.6** furniture, if rearranged, replaced as found
 - 3.6.7** floors swept and tables wiped clean
 - 3.6.8** carpet vacuumed (and cleaned, if liquids were spilled)
 - 3.6.9** bathrooms cleaned
 - 3.6.10** all trash removed and placed in the dumpster
 - 3.6.11** outside grounds cleared of litter

4. Pool

- 4.1** The pool is for the exclusive use of The Falls homeowners/residents and guests. **HOMEOWNERS ARE RESPONSIBLE FOR ALL ACTIONS AND CONDUCT OF THEIR GUESTS AND TENANTS AND ANY DAMAGE OR LIABILITY RESULTING FROM THEIR ACTIONS OR CONDUCT.**
- 4.2** **THERE IS NO LIFEGUARD ON DUTY.** All persons using the pool and pool areas do so at their own risk and assume all liability. The Homeowners Association assumes no liability or risk for bodily injury or death of anyone using the pool facility, or for the loss of or damage to any personal property. **THE GATE TO THE POOL MUST BE CLOSED AT ALL TIMES. IT CANNOT BE PROPPED OPEN BY ORDER OF THE WAKE COUNTY HEALTH DEPARTMENT.**
- 4.3** Pool Hours: The pool opens Memorial Day weekend and will close in September. The hours are from 9:00a.m.until 9:00p.m.
- 4.4** Children under fifteen (15) years of age will not be permitted in the pool area unless accompanied by an adult.
- 4.5** Each resident will be issued a pool gate key for a \$20.00 deposit and will be expected to have the key with them while in the pool area. This requirement is needed to assure the exclusive use of the pool to residents/homeowners and their guests and to protect the association against liabilities resulting from intrusion by unauthorized persons. To obtain a key contact the management company. When a resident returns a key to the management company their deposit will be returned.
- 4.6** IT IS THE RESPONSIBILTY OF ALL RESIDENTS TO ENSURE THAT THESE RULES AND REGULATIONS ARE OBSERVED FOR THE BENEFIT AND PROTECTION OF THE HOMEOWNERS. Anyone seen at the pool area that does not live at THE FALLS and is not a guest should be asked to leave. If they do not leave, report them to the police.
- 4.7** No glass of any type is permitted in or around the pool area.
- 4.8** No drinking or eating is allowed in the pool.

- 4.9** Beverages are allowed in cans or paper containers. Alcoholic beverages should be in a can hugger and only consumed by adults aged 21 or older.
- 4.10 NO DIVING IS ALLOWED.**
- 4.11** Pets are not allowed inside the pool gates.
- 4.12** Bicycles, skate boards and roller skates are not allowed inside the pool gates.
- 4.13** No running, pushing, wrestling, ball-playing, rough play, or any other similar disturbances, is allowed in or around the pool area.
- 4.14** Entry into the pool area or pool shall be refused to any person having an infectious disease, sore or inflamed eyes, colds, nose or ear discharges, or any communicable diseases. Persons with open sores or bandages should not use the pool.
- 4.15** Spouting of water or similar unhygienic actions will not be permitted.
- 4.16** Bathing attire must be worn. No diapers or "cut-off" type clothes will be permitted in the pool.
- 4.17** Abusive or profane language or breach of peace will not be tolerated.
- 4.18** RESERVED FOR FUTURE USE
- 4.19** RESERVED FOR FUTURE USE
- 4.20** All litter should be placed in the trash cans
- 4.21** No smoking in the pool. Cigarette butts should not be left on the pool deck.
- 4.22** Each condominium unit is permitted to have no more than 4 unrelated guests at the pool. Excessive use of the pool by guests may result in the Board reviewing the unit resident's privileges. Guests are to be accompanied by the adult resident/homeowner bringing them.
- 4.23** The pool furniture is not to be moved outside the pool area, or placed in the pool at any time.
- 4.24** The cost of repair or replacement for any damage, other than normal wear and tear, to the pool furniture will be charged to the responsible party. Anyone damaging the pool furniture or the pool will be banned from the use of the pool and charged for any damage.

- 4.25** The pool may be closed at any time due to weather, breakdown, or other operational difficulties.
- 4.26** Anyone may be barred from the pool area at the discretion of the Board of Directors or the management company for violations of these rules and regulations or for any reason which, in the judgment of the Board or management, constitutes a hazard to others or the Homeowners' Association and its members.
- 4.27** Nonresident owners are fully responsible for the actions of their tenants, dependents, and guests. Any fines assessed by the Board of Directors are levied against the unit, not the tenant, and are considered a lien against the property. Fines will be assessed to the unit owners for any violations and added to the monthly assessment.

5. Vehicles

- 5.1** Each unit is assigned ONE (1) reserved parking space which is indicated by the address of the unit. Guest parking is on a "first come, first serve" basis. All vehicles must be parked inside striped spaces and cannot be parked along curbs, lawns, or other areas not designated as parking spaces. Parking at the clubhouse is reserved for clubhouse activities only.
- 5.2** All motor vehicles and trailers on the property must be in OPERABLE CONDITION. All vehicles must be currently licensed and inspected in accordance with the regulations of its state of registry for operation on public streets or the vehicle will be towed.
- 5.3** No vehicles larger than a one (1) ton pickup truck or van are permitted on the streets or in parking spaces except for those vehicles necessary on a temporary basis for delivery or repair/maintenance services.
- 5.4** All utility or recreational vehicles such as boats, trailers, campers, and motor homes must be parked in designated parking areas. These vehicles must be parked in such a manner so as not to interfere with grounds maintenance services, use of sidewalks, or normal flow of traffic. The map of the property, included with these Rules and Regulations (Table of Contents 0.1) shows the designated utility and recreational vehicle parking areas.
- 5.5** No motorized vehicles of any type (except those used for lawn maintenance) are permitted on the lawn areas at any time.
- 5.6** Bicycles may be stored on patios, balconies or in storage areas or they may be stored upright under the stairs in the breezeways. They may not be stored in any other public access areas.
- 5.7** No "For Sale" vehicles are to be parked in the Clubhouse parking lot, or any other common areas. All "For Sale" vehicles are to be parked in the resident's assigned parking space.
- 5.8** No camper tops or similar equipment items may be stored in parking spaces or in common areas.
- 5.9** Any vehicle not in accordance with these rules can be reported to the management and can be towed from the property at the vehicle owner's expense.
- 5.10** Nonresident owners are fully responsible for the actions of their tenants, dependents, and guests. Any fines assessed by the Board of Directors are levied against the unit, not the tenant, and are considered a lien against the property. Fines will be assessed to the unit owners for any violations and added to the monthly assessment.
- 5.11** In order to have a vehicle towed from an assigned space, the owner or resident of the unit is responsible for contacting the property manager who will then determine the appropriate course of action.

6. Pets

- 6.1** The City of Raleigh has a "Leash Law" which is applicable for both cats and dogs. NO CATS OR DOGS ARE ALLOWED OUT OF THE UNIT UNLESS ON A LEASH.
- 6.2** Pets may be walked only in specially designated areas -for obvious reasons. Please make every effort to get pets to the walk area "in time". Residents are responsible for cleaning up after their pets! The map of the property (Table of Contents 0.1), included with these Rules and Regulations, shows the designated pet areas.
- 6.3** Pets are not to be walked in the children's play area, near patios, in front yards or anywhere around the units. Refer to enclosed map for pet walking areas.
- 6.4** Pets are not to be left unattended.
- 6.5** Pets are not to be tied or leashed on patios, balconies or in common areas. Pets are not to be penned in any enclosure on patios, balconies or in common areas.
- 6.6** No pets are allowed in or around the pool area.
- 6.7** Owners of units are responsible for the actions of their tenants and must be sure that tenants are aware of the pet rules.
- 6.8** All violations should be reported to the management company. When reporting a violation the identity of the pet owner is important information to provide to management.
- 6.9** See Chapter 10, Directory of Services, for how to contact the City of Raleigh Animal Control Unit. Call Animal Control with questions, reports of violations, and to obtain a copy of the city pet ordinance.
- 6.10** Nonresident owners are fully responsible for the actions of their tenants, dependents, and guests. Any fines assessed by the Board of Directors are levied against the unit owner, not the tenant, and are considered a lien against the property. Fines will be assessed to the unit owner for any violations and added to the monthly assessment.

7. Board of Directors

- 7.1 Meetings:** The Board of Directors meets once each month. If a homeowner wishes to attend a board meeting, please call the management company for information.
- 7.2** The **Annual Meeting** of the Homeowner's Association is normally held at 7:00 p.m. on the last Thursday of September each year however the date is subject to change.
- 7.3 Appeals:** Homeowners who wish to appeal a decision made by the Board of Directors, or who request assistance from the Board should contact the management company prior to the meeting.
- 7.4 Election of Directors:** Homeowners may submit their name to the nominating committee should they wish to run for election to the Board of Directors. The nominating committee will use the following criteria to determine eligibility:
- The nominee shall be able to attend regularly scheduled meetings of the Board of Directors over a sustained period and otherwise be able to contribute a reasonable amount of time to the business of the Association;
 - The nominee shall have no assessments due to the Association at the time of nomination and nominee's assessments shall remain current during nominee's tenure on the Board.
 - The nominee should be free of any conflicting relationships that might interfere with the nominee's ability to act in the sole and best interest of the corporation; and
 - The nominee shall demonstrate an understanding of the business of the Association, and shall have the ability to make sound judgments on matters relating to the current and long term objectives of the Association.

8. Management

- 8.1** The Board of Directors employs a management company to conduct the regular business of the association.
- 8.2** The property manager is empowered to act on behalf of the Board of Directors in most matters concerning the association and the property.

9. Finance

- 9.1** Assessments (DUES) are established by the Board of Directors as part of establishing the annual budget.
- 9.2** Types of payment: homeowners may pay assessments to the management company by personal check, certified check or money order, or by bank draft. Coupon books are provided only upon request. Payments are not accepted at the management company office.
- 9.3** Late fees will be charged for any payment received by the management company after the tenth (10th) of the month for which it is due. The late fee is \$20.00 per occurrence. This means that an owner who is more than one (1) month in arrears will be charged the late fee for the current month plus a late fee for each prior month outstanding.
- 9.4 Collection procedure:**
 - 9.4.1** The management company sends a late notice once per month to each unit owner who has a balance on their account.
 - 9.4.2** Collections against delinquent owners will proceed pursuant to applicable law including but not limited to the North Carolina Condominium Act, the Unit Ownership Act, and the Fair Debt Collections Practices Act.
 - 9.4.3** The Association makes every effort to work with owners who may be having financial difficulties. Often an agreement can be reached between the management company, the collections attorney and the unit owner for a payment schedule that will allow the owner to pay off a past due amount within a suitable time period. What is required is that the owner keeps his part of the agreement, and pay regular assessments plus the amount due in arrears on time. Failure to do so will result in further legal action.

10. DIRECTORY OF SERVICES

Management Company

CAS, INC.
5915 FARRINGTON ROAD
SUITE 104
CHAPEL HILL NC 27519-9900

910-295-3791
WWW.CASNC.COM

Animal control www.wakegov.com/pets

City of Raleigh – Dispatch	(919) 831-6311
Wake County Animal Shelter	(919) 250-1475

Municipal Information www.raleigh-nc.gov or www.wakegov.com

In Case of Emergency	911
Non-emergency Police	(919) 831-6311

Inspections and Permits www.wakegov.com/inspect

Wake County	(919) 856-6060
City of Raleigh 516-2150	(919) 996-2500

Used Household Goods (furniture, toys, and clothing):

Goodwill Industries	(919) 878-3933
Salvation Army	(919) 779-8867
Vietnam Veterans	www.scheduleapickup.com

*Items left at dumpsters will be charged back to owner/resident

Utilities

AT&T

www.att.com

Duke Energy Progress	(919) 508-5400
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www.progress-energy.com

Time Warner Cable	800-892-4357
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www.timewarnercable.com/carolinas