

FIELDSTONE CROSSING HOMEOWNERS ASSOCIATION, INC.

Rules & Regulations Community Guidelines Handbook

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1. INTRODUCTION

Fieldstone Crossing Townhomes is a multifamily community composed of 259 two- and three-story townhomes and 11 single family homes situated in the southwest Raleigh, Wake County, North Carolina. Townhome living is conducive to a unique lifestyle which allows homeowners to live in a well maintained setting without the aggravation of personally maintaining a structure. Because a townhome community is attached housing, extra consideration and respect for others is crucial. Rules and Regulations must be adhered to strictly in such a setting so as to maintain and preserve the value of the property and the desirability of the community.

This handbook contains Community Guidelines (referred to as Rules and Regulations of the Covenants) which govern living in the townhome community along with procedures homeowners should follow in certain circumstances. The Community Guidelines contained in this handbook are based on City of Raleigh ordinances and the Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, and Bylaws for Fieldstone Crossing Townhomes Owner's Association, Inc. They have been adopted by the Board of Directors as the Community Guidelines for Fieldstone Crossing Homeowners Association, Inc. These Guidelines are not intended to replace the above mentioned documents but serve only to enhance them. The Guidelines were adopted to further assist with the mandate of the Declaration of "protecting the value and desirability" of the property in Fieldstone Crossing Homeowners Association, Inc.

Compliance with these Community Guidelines is not voluntary.

1.1 Authority. Section 8. Rules of the Board of the Covenants states the following:
" All Owners and occupants of any Lot shall abide by all rules and regulations adopted by the Board from time to time. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant until December 31, 2012 for all damages and costs, including attorney's fees incurred in enforcing such rules and regulations.

1.2 Adoption. To be effective November 27, 2017 the Board of Directors hereby adopts this handbook and future amendments hereto, including the rules and regulations contained herein, as the Community Guidelines of the Fieldstone Crossing Homeowners Association, Inc.

1.3 Compliance. As specified in the Declaration and enumerated above, **compliance with these Guidelines is not voluntary.** Unless specified otherwise, the penalty for violation of these Guidelines shall be the suspension of voting rights for a period of not less than thirty days or a fine to be determined by the Board of Directors, or both. In addition, the Association may pursue an action in equity or at law for compliance with these Community Guidelines.

2. GENERAL INFORMATION

MANAGEMENT COMPANY:

RealManage, LLC

P. O. Box 803555
Dallas, TX 75380

Phone 866-473-2573

Community Manager: Cassie Renteria
fields@ciramail.com

POLICE, FIRE, AMBULANCE – call 911

ANIMAL CONTROL
919-831-6311 or 919-996-1449

UNLIMITED RECOVERY LLC
919- 7910-9393
3201 Durham Drive, Raleigh 27603

3. GENERAL HOMEOWNER ASSOCIATION INFORMATION

The Fieldstone Crossing Homeowners Association, Inc. is a legal entity comprised of the property owners within the Glenwood Station townhome community. The Association has been in existence since 2006 for the purpose of **enhancing and protecting the value, desirability, and attractiveness of the property**, including maintenance of the parking area and common grounds.

Polices and procedures of the Association are set forth in the Declaration of Covenants, Articles of Incorporation, and Bylaws. The Board of Directors, relying upon these documents, implements guidelines and provides for the operation of the Association. Committees of homeowners may be appointed by the Board of Directors to work with specific areas of concern. A management company is retained to provide the day to day administrative duties for the Association. The management company reports directly to the Board of Directors.

3.1 Legal Documents. In addition to existing statutory provisions regulating administrative requirements of not-for-profit corporations, the following documents provide the legal standing of the Association. Amendments to these documents are voted on by the Membership.

3.1.1 Declaration of Covenants and Restriction. This document, and its amendments, are on file in the Wake County Register of Deeds Office and are a binding covenant against each individual Lot.

3.1.2 Articles of Incorporation. This document creates the legal entity known as Fieldstone Crossing Homeowners Association. It is on file in the Office of the North Carolina Secretary of State.

3.1.3 Bylaws. This document provides for the operation of the Homeowners Association.

3.1.4 Copies of Documents. In addition to other sources, copies of these documents may be found on the resident portal via Ciranet.

3.2 Membership. Membership in the Association is afforded to any person who is an Owner of a Lot subject to an assessment by the Association. Membership is mandatory.

3.2.1 Meetings of Members. The membership of the Association meets each year. Each Member receives advanced notification of this annual meeting.

3.3 Board of Directors. The Association is governed by a five or seven member Board of Directors. The Board Members are volunteers. They contribute their personal talents and expertise and illustrate commitment to a quality standard of living in our community. **Their main goal is to preserve the value and appearance of the community.**

3.3.1 Election. Directors are elected by the Association Membership each year at the Annual Meeting of Members.

3.3.2 Meetings of Directors. Meetings of the Directors are held on a regular basis and are open to the Membership. Please contact the Management Agent for a schedule of meetings. Members wishing to address the Board of Directors may do so; however, advanced notification is required prior to each meeting.

3.4 Committees. Committees may be established by the Board of Directors to manage ongoing procedures and address specific issues. Standard committees of the Association may be: (1) Architectural Review, (2) Grounds Committee, (3) Social Committee, (4) Neighborhood Watch Committee, and other committees as decided by the Board of Directors.

3.5 Management Company. The Board of Directors has selected a Community Association Management Company to provide the day-to-day administrative operation of the Association. The management company carries out the decisions of the Board of Directors. In addition to other duties, the management company collects the monthly assessments, pays bills, oversees contractors used by the Association, and facilitates correspondence. All suggestions, comments, concerns, or other business of the Association should be communicated directly to the Management Agent. As necessary and appropriate, communication is made to individual homeowners, the Board of Directors, the Membership at large, contractors, etc.

If for some reason a homeowner is dissatisfied with any action of the management agent, the homeowner should express his or her concerns, in writing, to the Board of Directors. Comments should be addressed to the Board of Directors, in care of the management agent.

4. ASSESSMENTS

4.1 As provided by the legal documents, assessments for the townhomes are collected in the following manner:

4.1.1 Due Date. Monthly assessments are due on the 1st of each month. Payments must be received by the Management Company no later than the 20th business day of each month.

4.1.2 Coupons. Payment Coupons are mailed out to homeowners at the beginning of each year. Payments are expected each month without further notice or reminders. Loss of coupons or not receiving coupons does not justify non-payment.

4.2 Form of Payment. Personal checks are accepted at the discretion of the management company. Checks should be made payable directly to the Fieldstone Crossing Townhomes Owner's Association, Inc. Association. Cash is **not**

accepted. Payments can also be set up as direct draft. Payment options are detailed on an attachment to these Guidelines.

4.3 Delinquency. Assessment payments are delinquent if not received by the last business day of each month. Following is the collection policy for the community:

If payment is not received by the 20th business day of the month (example: December's assessment not paid by the December 20th), a \$20.00 late charge is added to the account. On the first day of the following month (January), the management company will send the homeowner a reminder that their account is past due, itemizing the late charge and past due assessment for the previous month (December). The reminder letter will also include the current month's (January's) assessment amount and a reminder that the current month's (January's) dues are also now payable. The reminder letter will state that the previous month's (December's) assessment and late charge must be paid within 15 days of receipt of the letter.

If payment is not received by the 20th of the current month (January), an additional \$20.00 fee will be added to the account. On the first day of the following month (February), the management company will send the homeowner a demand letter itemizing the balance due, and giving the homeowner 15 days from receipt of the letter to pay all past due amounts.

If payment of all past due balances is not received within 15 days of receipt of the demand letter, the account will be turned over to the Association attorney for collection.

Homeowners should be aware that the North Carolina Planned Community Act, General Statute Chapter 47F gives a creditor (the HOA) the right to recover full collection costs, including attorney's fees. The Association attorney will have authority to take whatever steps necessary to collect assessments, up to and including filing a lien, and ultimately foreclosure. (See section 4.09 of the Covenants.)

5. MAINTENANCE- (please see the attached chart Section 20).

5.1 Common Areas. Property owned by the Association is maintained by the Association. This includes parking areas, signs, and the majority of the lawn areas outside the individual lot lines of the townhomes. Homeowners should not make improvements or changes to the common areas without prior approval of the Board through submission of a Common Area Improvement Request Form.

5.2 Exterior Building: All exterior maintenance is the responsibility of the homeowner, NOT the HOA. Each owner is responsible for roof leaks, roof replacement, powerwashing, gutter cleaning, siding repairs, etc. as stated within the Covenants Conditions and Restrictions of Fieldstone Crossing. Please review the enclosed Maintenance Responsibility Chart for more details.

5.3 Porches, decks, patios, driveways. Debris, leaves, etc. on decks and porches should be removed by the homeowner or occupant. While a townhome community is considered maintenance-free, this does not preclude the homeowner from having the responsibility to sweep and keep clean patios, balconies, porches, driveways, and sidewalks.

5.4 Interior Maintenance. All interior maintenance is the responsibility of the homeowner. This includes doors, post lights, doorbell systems, door knobs, etc.

except when such items are damaged as the result of the association's failure to properly maintain an exterior surface.

5.5 Mailboxes. Mailboxes are maintained by the Association.

5.6 Keys. Neither the Association nor the Association's management company maintains keys to individual units or their mailboxes. In the event of loss of a mailbox key, it is the homeowner's responsibility to contact the U. S. Post Office to make arrangements to secure replacement keys.

6. INSURANCE

6.1 Association Provided. The Association provides the following insurance:

6.1.1 Public Liability. This coverage is for injury caused upon the Common Property or in some other way as a direct result of the negligence of the Association or its agents.

6.1.2 Property. This coverage is for damage caused to improvements to real property owned by the Association. It does not cover damage to the buildings.

6.1.3 Directors and Officers. D&O coverage protects the Board of Directors and Committee Members in the case of an error or omission on their part while performing in their capacity as a Director or Committee Member.

6.2 Homeowner Provided. Each homeowner must maintain proper "homeowner coverage." This includes coverage of the structure and contents and protection in the event of a liability on the part of an Owner. Certificates of this coverage must be provided to the Association if requested. If a townhome is leased, the homeowner is still required to maintain full insurance coverage of the structure.

6.3 Tenant Provided. Although not required, tenants are strongly encouraged to obtain renters insurance so that their personal possessions are protected. Neither the Association's nor most Owners' insurance will protect a tenant's possessions. Again, even in the event a homeowner chooses to rent his/her townhome, he/she is still obligated to maintain full insurance coverage on the structure.

7. LEASING

Leasing, as used under this section, includes the use of the townhome by children or other relatives of the owner when the owner is not a permanent resident within the townhome.

7.1 Leases. In all cases, landlords are encouraged to have a properly prepared, legal lease agreement. Although the Association has no pre-approval restriction for leases, owners should include a provision that the tenant(s) must abide by all conditions of the Declaration and other Guidelines or Rules and Regulations, as homeowner is responsible for the behavior of tenants in their townhome.

7.2 Enforcement. Tenant(s) and their guests must abide by all rules, regulations, or guidelines of the Association. Damage to the property caused by tenants and their guests will be charged to the owner of the property.

8. PARKING & TOWING

8.1 This section applies to homeowner parking. **Section 25 of the Covenants clearly states that garages are to be used for parking cars, not as storage or as living areas. It also states that homeowners should park first in their garage, then their driveway.** Other parking throughout the community is for use by visitors of residents at Fieldstone Crossing.

8.4 No Parking Areas. Parking is restricted to spaces properly marked by the Association or the property's driveway and garage. Parking is specifically prohibited in these areas:

8.4.1 Adjacent to curbs.

8.4.2 On sidewalks, streets, or cul-de-sacs.

8.4.3 On lawns.

8.4.4 In front of mailboxes.

8.4.5 Any area not properly marked by the Association or the property's driveway and garage as a parking space.

8.5 Abandoned Vehicles. Any vehicle parked upon the property (whether in a marked space or not) must be operational, properly licensed, inspected, and insured. Vehicles in violation of this guideline are subject to towing.

8.6 Angled/double parking. Angled or double parking is not permitted. Vehicles must, at all times, be parked within the confines of a single parking space.

8.7 Damage to Property Caused by Vehicles. Homeowners will be held responsible for all damage to the property including lawns, trees, shrubbery, underground pipes, irrigation heads, curbs, etc. caused by illegally parked cars owned by the property owner, their tenant(s), or guest(s).

8.8 Trailers, Boats, and other Recreational Vehicles. Trailers, boats, and other recreational type vehicles shall not be parked upon the property. **You must find parking for these vehicles off site.**

8.9 Enforcement:

8.9.1 Towing. The Board of Directors has implemented a towing program. Vehicles/trailers will be towed at the discretion of the towing contractor and at the expense of the vehicle/trailer owner. The property will be regularly patrolled and illegally parked vehicles removed. A notice was mailed to all homeowners of this towing policy. **There is copy of the policy attached in this document for your reference.**

8.9.2 Fines. All vehicles parked in violation of these Guidelines/Rules & Regulations are subject to fines of up to \$50 per day.

8.10.1 Assigned Spaces. Vehicles illegally parked in the community or vehicles with out proper tags on rear view mirror are subject be towed with out notification. The tow company patrols at random 24 hours a day 7 days a week. Owners & visitors must be parked in an identified marked parking stall or driveway. Cars parked on the street or in the grass are subject to towing. *Please refer to Parking/Towing for further clarification.*

8.10.2 Disputes. Disputes over towing should be addressed with the towing agent. If a suitable agreement cannot be made, the management company should be contacted.

9. ARCHITECTURAL MODIFICATION

For the protection of all homeowners and to maintain property values, exterior changes to the buildings or grounds require the approval of the Board of Directors.

9.1 Prior Approval. Any change or exterior alteration whatsoever, including but not limited to fences, concrete pads, sheds, hardscapes, flags, yard art, decks, etc. must first have approval from the Board of Directors as set out in the Declaration of Covenants, Conditions, and Restrictions; Architectural Control Standards; and these Rules & Regulations.

9.2 Procedure. The following procedure has been established to review architectural change requests.

9.2.1 Form Request. A form may be requested from the management company or obtained online at www.charlestonmanagement.com.

9.2.2 Completion of Form. The Architectural Change Form must be completed and signed by the owner of the property. Tenants, other residents, children, assignees, and other such individuals may not sign Architectural Change Forms.

9.2.3 Submittal of Form. Architectural Change Forms are to be submitted to the management company who will review the form and, if necessary, request additional information. Once the properly completed form and any additional information have been received, the management company will notify the homeowner of the date of receipt of the completed form with all necessary attachments.

9.2.4 Review by ARC / Board of Directors. Completed forms will be reviewed by the Architectural Review Committee or the Board of Directors within 30 days of the date the properly completed form, with all required attachments, is received.

9.2.5 Notification to Owner. The property owner will be notified by the management company, in writing, via US mail or email of the decision by the Board of Directors.

9.2.6 Denials. When requests are denied, homeowners may submit alternative proposals or additional information to the Board of Directors by submitting the information to the management company.

9.2.7 Project Progress and Completion. Projects must be completed within a reasonable time following approval but in no case more than 90 days, unless an exception is granted in writing by the Board of Directors.

9.2.8 Inspection. During construction and upon completion, the work may be inspected by the management company to determine compliance with the initial application.

9.2.9 Permits/Licenses/Insurance. Homeowners are required to obtain all appropriate permits, licenses, and insurance that may be required by the Association or by local, state, or federal government agencies.

9.2.10 Enforcement. Upon notification to the Owner, a request must be submitted for any unapproved alterations. Upon review by the Board of Directors, any unapproved alterations must be removed or altered as determined by the Board of Directors. If any owner fails to comply with the decision of the Board of Directors, the Association may take action at law or, at the discretion of the Association, remove the alteration. Unapproved alterations on the Common Property will be removed without notification.

10. GROUPS MAINTENANCE

10.1 The Association provides lawn care to the common areas and the front and back lawns of the townhomes.

10.2 Rear Yards. Maintenance of rear yards enclosed inside fences are the responsibility of each individual homeowner.

10.3 Gardens. Approved flower gardens or plantings are the responsibility of the homeowner. Any approved flower garden or planting which is not maintained by the owner in a neat and attractive condition may be removed at the discretion of the Association. The costs of such removal will be at the individual homeowner's expense.

10.4 Bicycles, toys, lawn chairs, hoses, etc. Bicycles, toys, lawn chairs, hoses, and other such items should not be stored on the townhome lawn, front stoop, porch, deck or in view of the street. Grounds maintenance staff are not responsible for removing these items in order to mow.

10.5. Basketball Goals: Basketball goals are not permitted anywhere within the community.

11. PETS

In order to provide a harmonious neighborhood, residents should recognize the need to maintain only indoor pets. All laws, ordinances, rules and regulations pertaining to dogs, cats, and other domestic animals adopted by local officials are hereby adopted as Guidelines or rules and regulations of the Fieldstone Crossing Townhomes Owners Association, Inc.

11.1 Leashes. All animals must be on leashes or similarly restrained at all times when outside the dwelling. This applies to animals both while on your property and while on Common Property.

Animals are not to be left unattended on the Common Area, patios, decks, or in yards of the townhomes. This includes the chaining of animals to posts, doors, electrical boxes, etc. Unattended animals often create a disturbance or are threatening to those passing by.

11.2 Defecation. **Do not let your pet defecate on private lawn areas.** Sufficient areas are provided to allow dogs to relieve themselves without causing a nuisance. **Owners walking their dogs on the lawn/natural areas within the townhome community must have a device available for the collection of feces and must clean up after their pet(s).** Verifiable complaints regarding failure to remove pet waste can result in owners being called to a hearing conducted by the Board of Directors and subject to fines up to \$100 per day per violation. This is a North Carolina statute. In addition, violators are also subject to fines by the City of Raleigh under Ordinance Chapter 3, Section 12-3011.

11.3 Reporting Violations. Complaints regarding animals should be directed to the management company. Additionally, you may contact the animal control office as listed in section 2 of this handbook.

12. GARBAGE/TRASH COLLECTION AND RECYCLING

12.1 Garbage & Recycling. Garbage and recycling is currently collected by the City of Raleigh on Friday for owners who have individual trash containers. Waste Industries empties the dumpsters two times per week on Tuesday & Friday.

12.2 Containers & Lids. Garbage containers must be those supplied by the City of Raleigh with lids attached. Garbage container lids must be tightly closed when placed by the curb.

12.3 Location. Garbage containers must be stored inside garages, behind your home, or on the side of the house where they are not visible from the street. **No exceptions.**

12.4 Trash. Trash items (paper, boxes, etc.) are collected on **Fridays** along with garbage and recycling. Boxes must be broken down and cardboard, papers, etc. should be secured by string.

12.5 Location. These items must be placed on the curb for pickup. They may be placed at the curb on Monday evening before pickup. If not picked up by the City, they must be removed from the curb by Tuesday evening.

12.6 Extra Large Items. Extra large items such as furniture are collected by special arrangement only. Please call the City of Raleigh for instructions to arrange for pickup.

12.7 Recycling. Residents are encouraged to recycle. Recyclable items include glass, plastic, aluminum, and newspapers. These items are collected by the City of Raleigh every other Friday.

12.8 Location. Recyclables are collected from the curb at the front of the buildings. Please remember to space garbage and recycling containers at least 5 feet apart for pickup. Containers placed closer together may not be collected due to the type of trucks used by the City.

12.9 Storage. Recycle containers must be stored inside the garage or behind your house so as not to be visible at all times other than pick-up days. Items should be clean before placing in recycling containers to reduce the potential for odor, attraction of bugs, etc.

12.10 Trash, boxes, recycling bins, and large items for pick-up should be placed at curbside **no earlier than the evening before pick-up. All trash and recycling containers must be placed back into storage, as stated above, by midnight on Tuesday evenings. No exceptions.** If you plan to be away on business or on vacation, make arrangements with a neighbor to return your trash and recycle containers to your garage the night of pickup.

12.11 Homeowners are responsible for any garbage spread by animals, weather, tenants, or guests of tenants. Failure to clean-up all debris immediately can result in the homeowner being billed for the pick-up of items.

12.13 Dumpsters: All townhome owners who do not have personal roll away trash containers are responsible for placing their trash INSIDE the dumpsters. Dumpsters are located by the pool at the end of Canyon Rock Court. Waste industries will not pick up trash bags that are on the ground so please keep the dumpsters neat and clean by placing the bags of trash inside. No furniture, bulky items, etc may be placed at the dumpsters – all items must be taken to a dump site.

13. GRILLS

13.1 Due to the risk of fire, townhome residents **may not use or store** charcoal or gas grills on decks. Please keep them on your lower patio where applicable. When in use, they must be pulled out a minimum of ten feet from the building. Refer to your local Fire Ordinances from time to time as regulations may change.

14. STORAGE

14.1 Lawn furniture, bicycles, toys, etc. should be stored inside the home, garage or storage area or on the rear deck in a neat and orderly manner. The front of your home may not be used as a storage area. This includes the porch, sidewalk, street, and parking areas.

14.2 In the event of storage of items in violation of this section, the items will be removed and the homeowner charged for the cost of the removal of the items. No notifications will be given prior to the removal of such items.

15. FENCES

15.1 Fencing must be of same type, material & style as majority of the neighborhood. Fencing shall be permitted to be installed by the owner of the property with Board of Directors approval. Fences shall be 48" (front yards) or 54" tall (back yards), white PVC vinyl that match existing picket (front) or privacy panels (back) styles. Examples below.

One 48" wide gate must be installed on interior townhome fences, and two 48" wide gates must be installed on end townhome fences. **The owner will be responsible for maintenance of the yard inside the fenced area.** The Association does not take responsibility for damage to fences caused by normal lawn maintenance. Fences must be located at the rear of the property and may enclose the patio area.

16. OBJECTIONABLE ACTIVITY

As stated in the Declaration, no noxious or offensive activity shall be carried on upon the Property or improvements thereon, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood, including but not limited to partying in the visible front yard or parking area of a townhome. Homeowners will be held legally and financially responsible for any trash cleanup or property damage caused by themselves or their guests.

16.1 Noise. A local noise ordinance exists and any resident disturbed by excessive or persistent noise at any time should report violations immediately to the police. Disturbances include but are not limited to loud music, voices, cars, animals, etc., that may interrupt sleep or in any way disturb the well being of community residents.

Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police.

All residents have the right to a quiet neighborhood. Swift and firm action against offenders is the only means to preserve such rights. It is strongly recommended that you request the police to come to your home prior to visiting the noise problem.

In the event you are required to contact the police about a noise problem, please notify the management agent. The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

17. SIGNS

17.1 Signs – No more than one (1) sign of any type shall be permitted on townhome or lot at a time.

17.2 Sale or Rent Signs. One (1) standard 2' x 2' sign indicating a home is for sale or rent may be posted on the homeowner's property. **No exceptions.**

17.3 Political Signs. One (1) political sign may be posted on the homeowner's property. The sign may not be larger than 2' x 2'. The sign may be displayed up to (60) sixty days before the election and must be removed within forty-eight hours following the election.

17.4 Other Signs. Security/Alarm, No Trespassing, Private Property, No Solicitation signs shall be permitted at the Board of Directors discretion. No other signs, to include personal and/or business advertisement, may be posted on the townhome, lot, or Common Property.

17.5 Signs may not be posted on the mail boxes, light posts, trees, electrical poles, buildings, etc. except by the Fieldstone Crossing Townhomes Owners Association.

17.6 Enforcement. Signs in violation of this section will be removed and any cost associated with the removal will be billed to the property owner.

18. SOLICITING

18.1 Soliciting is not allowed. Please advise solicitors that the parking areas, sidewalks, and Common Property are private property and ask them to leave. If they do not leave, please contact the police department. Please also notify the management agent of the problem. Soliciting includes the distribution of any information or the collection of money for any purpose. **Religious organizations are not exempt from this section.**

19. OPERATING BUSINESS FROM A TOWNHOME

19.1 No homeowner shall operate a business from his/her townhome or conduct day-to-day activities as part of his/her employment that generates noise, traffic, odor, or other disturbance to neighboring townhomes or that increases. **No exceptions.**

19.2

20. WATER ASSESMENT BILLING (not applicable to every unit)

21.1 Section 12 of the Covenants states the following in regards to Water Billing:

“Water and Sewer. The water and sewer meters are common property. The maintenance, service, and payment for such water and sewer services from the City of Raleigh, or any other entity providing such services, are the responsibilities of the Association. The Association shall assess, monthly, each building's share for water and sewer services. The Association shall notify each Owner of his or her monthly obligation for water and sewer services. Each Owner is responsible for payment to the Association of the Owner's dwelling unit's pro-rata share of the building's monthly water and sewer invoice. Non-payment to the Association for water and sewer shall be enforced as an Assessment as defined in Article V.”