

RULES & REGULATIONS DOCUMENT

GREENSPOINTE HOMEOWNERS ASSOCIATION, INC.

[Last Updated as of November 24th, 2021]

This document has been developed and is enforceable through provisions outlined within the “*DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR GREENSPOINTE*” Presented & Recorded 12/10/2003; Register of Deeds, Wake County, NC.; and “*FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENSPOINTE*” Presented & Recorded 04/21/2004; Register of Deeds, Wake County, NC.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

Antenna's & Satellite Dish's

The GREENSPOINTE Homeowners Association, Inc., adheres to the FCC “Over-The-Air Reception Devices Rule” known as “Rule 47 C.F.R. Section 1.4000” (Details can be found at the following URL)

<https://www.fcc.gov/media/over-air-reception-devices-rule>

Reception devices larger than 39.37” in diameter must receive “written approval” by the GREENSPOINTE HOA prior to installation.

Reception devices cannot be installed on HOA Property.

Tenants must receive permission from their Lot owner to install any permissible reception device which must be mounted on the exterior of the unit.

Any permissible reception device must be mounted on the rear of the unit. If reception of an acceptable quality signal is not achievable by this restriction without unreasonable cost, then the Lot owner must present the alternate mounting location and the unreasonable cost figures to the HOA for review “prior to proceeding”. The HOA will review this information with the Lot owner to arrive at an appropriate solution.

Reception devices no longer in use should be removed from their mounting point and returned to the supplier or disposed of properly. Any mounting bracket affixed with screws or bolts to the building or roof should be left in place. In other words, the reception device and associated wires and components should be decoupled from the mounting bracket(s) and removed, leaving only the mounting bracket.

Lot owners and tenants are responsible for any liability issues or property damages that arise from the installation and removal of any reception device.

Any reception or transmission device not specifically covered within Rule 47 C.F.R. Section 1.4000 is prohibited at GREENSPOINTE.

Window Treatments

Window treatments may consist of Blinds, Decorative Interior Shutters, Curtains, or Drapes. The exterior facing portion of all window treatments must be white or off white in color. Items not specifically designed for use as a window treatment are prohibited. Examples of prohibited items include Blankets, Towels, Bed Linens, Cardboard, etc. Substances or material which act as a reflector of light are prohibited.

Trash Cans

Trash cans are allowed at the curb during the appropriate trash collection day for a maximum period of 24-hours. At all other times, trash cans are to be stored in the garage, back patio, or side yard towards the rear of end units. Trash cans are not to be stored on any common area property.

Smart doorbells and doorbell video cameras

Doorbell type video cameras and other “smart home” type ‘flush mounted’ doorbells are allowed. Such devices must be powered by existing low-voltage doorbell wiring or by battery. Doorbell trim and/or faceplate must be finished in brushed or satin nickel; or if plastic must match the door trim.

Yard Decorations – Flags - Security Signs - Potted Plants - Trees

Trees and bushes are not to be removed.

Yard decorations (up to 36” tall) are limited to 1 per unit in the flower bed. Garden flags (up to 18” x 24”) are limited to 2 per unit in the flower bed. Flower bed plantings, potted plants, yard decorations, and garden flags, should enhance the nature of the GREENSPOINTE community and be consistent with the current landscape and building theme.

American flags are allowed as long they are appropriately displayed. The American flag may be hung on a pole via a surface mounted flag pole holder to the right or left of the garage.

Non-permanent flower pots (i.e. “disposable”) must have “live flowers or plants”, otherwise they must be removed. Large decorative ceramic / metal / composite pots (not broken), are exempt from having “live flowers or plants” during the non-growing season.

Small loose rocks or gravel in any flower bed is discouraged because of the risk of property damage from grass cutting equipment. If your property uses this material, you may be asked to remove it due to this safety concern.

Mulch is furnished by the HOA, however, if purchased separately it must be brown in color.

Except as otherwise provided in the Declaration and in these Rules and Regulations, the display of all signs placed upon a Lot is prohibited. Political signs are prohibited, provided, however, Owners shall be entitled to display political signs only as provided herein:

- a. Political signs may be displayed no earlier than forty-five (45) days prior to the day of the election and no later than seven (7) days after the election day; and
- b. Political signs shall be no larger than 24 inches by 24 inches.

For purposes of this rule, "political sign" shall have the same definition as set forth in N.C.G.S. § 47F-3-121 (2) and shall mean and refer to any sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. "Political sign" as used herein, shall mean and refer to any display placed in or upon a Lot which satisfies this definition without respect as to the particular manner or fashion of display, including but not limited to, signs, flags, banners, streamers, posters, placards, markers, and billboards.

All "Video Monitoring" / "Security" / "Alarm" SIGNS must be secured near the ground and within 18" of the townhouse.

Exterior Appearance

The exterior of each townhouse should be free of all clutter (Except items outlined in the “Potted Plants...” section). Due to the limited size of the front porch area; your townhouse should be limited to the storage of a single “outside type” chair on the front patio. When not in use, garden hoses should not be visible from the street, but should instead be stored inside, or on a “hose bib / hose container” situated within the garden area.

Motor Vehicles and Parking

All vehicles should be parked in your driveway or garage. If your driveway accommodates two cars in tandem, please utilize this space to free up the very limited parking within our common area spaces. Non-registered vehicles are not allowed to park overnight in common area spaces.

The use of a Car or Truck Cover outside of your garage is permitted by using the following guidelines: Covers are only allowed on vehicles in the owner’s or tenant’s (s) driveway. Covers must be designed for automobile use, be of “Fitted Type”, and be of a “Solid Neutral Color”. “Fitted Type” means a cover specific to your vehicle, or a generic cover sized for your vehicle type. The cover must be secured to the vehicle so as not to blow off during windy weather. “Solid Neutral Color” means variations of Taupe, Ivory, Gray, or White, and may contain one vehicle specific logo no larger than 6” in diameter. Covers that are camouflaged, striped, or contain designs or graphics are prohibited. Tarps and tarp like covers are not allowed.

Boats, Trailers and Off-Road vehicles are to be stored in your garage and not in your driveway or common area spaces. Exceptions to this are for short term (2-hours or less) loading and unloading of trailers, trailered boats, personal watercraft, and other off-road and recreational vehicles.

All Lot owners must provide vehicle and registration information to the Greenspointe Homeowners Association, Inc. (HOA), of all vehicles which the lot owner and other occupants of the Lot intend to park within the Property. Because this information is required of “tenant residents” it is also REQUIRED of owner-occupied Lots, to maintain compliance with the State of North Carolina Fair Housing Act. Furthermore, this will enable the HOA and Property Manager to efficiently maintain parking rule compliance within Greenspointe.

RENTAL RESTRICTIONS

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Greenspointe was adopted April 21, 2004 and filed April 22, 2004 in Book 10777, Page 861, which amendment did delete Section 4.04 of the Declaration regarding rental of the Lots within the Property and substituted the section with the following language:

4.04 Tenants. No Owner shall lease or rent its Lot except as may be permitted by the Rules and Regulations

WHEREAS the Board of Directors of the Association desires to adopt rules and regulations regarding the rental of Lots that are substantially like the original Section 4.04 of the Declaration;

NOW THEREFORE, the Board of Directors adopts the following Rules and Regulations regarding the rental of Lots within the Property:

No Lot Owner shall lease or rent less than the entire Lot. The Lots shall not be leased or rented for hotel or transient purposes, such as Airbnb, and no rental agreement or lease shall be made for a period of less than six (6) months (unless a lease is executed for a shorter term in connection with the sale of a Lot by an Owner who is to temporarily occupy such Lot following the closing of the sale thereof).

All leases or rental agreements shall be in writing and shall provide that the lease is in all respects subject to the provisions of the Declaration, the Bylaws, and the Rules and Regulations; and that any failure of the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Declaration, the Bylaws, and the Rules and Regulations, and the Lot Owner shall remain responsible for the compliance of its tenants, occupants, and guests.

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- 1) Within ten (10) days of entering into a lease agreement, a Lot Owner shall give notice to the Association of the lease and shall:
 - a) Provide a true and complete copy of the lease or rental agreement;
 - b) Provide the current address of such Lot owner(s)
 - c) Provide the name of the tenant and all occupants of the Lot rented or leased;
 - d) Provide the tenants' contact information, including phone number & email address;
 - e) Provide the vehicle and registration information of all vehicles which the tenant and other occupants of the Lot intend to park within the Property;
 - f) Certify that the Tenant has been provided notice of the Declaration, Bylaws and Rules and Regulations for use of and conduct upon the Property;
- 2) In no event shall a lease agreement relieve the Lot Owner of the obligation to pay regular or special assessments, regardless of whether the obligation to pay assessments has been assumed by the tenant pursuant to the lease agreement;

- 3) Any Lot Owner who rents or leases his Lot assigns his/her right to use the Common Area to said tenant and shall no longer be entitled to use and enjoy the common facilities upon the Common Area during the term of the lease;
- 4) In order to preserve the owner-occupied nature of the community, and to prevent the widespread purchase and holding of Lots for investment and rental purposes, no person or entity shall rent more than three (3) Lots at any time within the Property. For purposes of this section, any real property interest held by the same person or entity shall be subject to this provision, including, but not limited to any commonly-held ownership interest by an individual or entity in any corporate entity, partnership, or limited liability company. The Association shall have the right to review shareholder lists, member lists, and partnership agreements for the purpose of ensuring compliance with this provision.