

## **Cobblestone Homeowners Association**

### **Rules and Regulations**

Revised: January 18<sup>th</sup> 2018

The Following is a Summary of the Polices, Rules and Regulations contained in the Cobblestone Homeowners Associations Covenants and Bylaws. The Covenants are a legal and binding document that has been filed with the state of North Carolina. The Covenants supersede and clarify the Bylaws and any other documents pertaining to the association. Both documents are subject to modification by the association. Homeowners should obtain a copy of the bylaws from their closing attorney at their closing; however a copy is available through the management company. Homeowners should refer to the Bylaws and Covenants with questions regarding any issues not covered in this summary or may contact any member of the Board of Directors/Management Group. Homeowners are responsible for any violation of the covenants by anyone on their property including tenants and guests.

### **PARKING**

Each unit is allotted two (2) designated parking spaces. One single vehicle is to be parked within one designated space.

Keystone Property Management may be contacted for any of the violations listed below. Any vehicle found to be in violation of the following rules will be tagged. In most cases the owner will be given one week to correct the problem. If the problem has not been corrected within the given time frame, then the vehicle will be towed at the owner's expense.

Please note the parking lot is a common element that is maintained by the association. Homeowners are responsible for keeping all vehicles in working order and ensuring that nothing is done to the parking lot that could damage the area (including but not limited to: leaking oil, antifreeze, other corrosive substances, vehicle repair, etc). If you or your guest damages a common area you will be assessed for the cost of cleaning and repair.

The following violations will cause your vehicle to be towed **after a warning**:

- Vehicle's requiring obvious maintenance, being wrecked, non-drivable (including flat tires), or stored vehicles.
- Any car found without current license plates/inspection stickers or covered with an automobile cover.
- Homeowner vehicles parked in visitor spaces. Only visitors of the association may use visitors' spots. If you know of a homeowner that is using a visitors spot please send an email or letter to management.
- Parking a commercial or nonprofit vehicle, recreational vehicle/camper, or bus.

The following violations will cause a vehicle to be towed by Plaza Auto (252-364-8102) **WITHOUT WARNING** and at the owner's expense:

- Parking a trailer or boat at any location inside the complex.

- Parking in a no parking zone such as on the grass/common area including the cul-de-sac near the mailboxes, double parking, parking in front of the dumpster, or being parked in some other non-parking area.
- Parked in spot assigned to another owner without permission from the owner. The homeowner or tenant can have any vehicle towed that has parked in their marked space without their permission; Keystone will not be liable.
- Parking in handicapped spaces unless you are handicapped and displaying the proper placard on your rear-view mirror.

### **SIGNAGE**

Please remember to place all For Sale/For Rent signage in the windows of the units only. Signage of any nature is prohibited on the Cobblestone property and entrances and will be removed. Only one sign per unit is allowed. No other signs are allowed on property, except security system signs. The HOA reserves the right to remove signs in the common areas with no advanced notice to the homeowner.

### **PETS**

The following rules are enforced with regards to pets:

1. No animal may be kept or maintained except dogs, cats or other household pets provided that they are not kept for commercial purposes. No owner of any lot will be allowed to keep more than two domesticated animals, provided such pets do not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage.
2. You are required to clean up and "scoop the poop" after your pet. This is a Greenville City ordinance as well as an HOA rule. This applies to common areas and your back patio area.
3. Excessive barking is not allowed. This is a Greenville City ordinance. Any excess noise shall be reported to the Greenville Police Department for immediate attention or Animal Control Office at 329-4387.
4. Pet owners must keep dogs on a leash at all times when outside per the City ordinance.
5. No animals are allowed to be left unattended or tied in common grounds, this includes front columns of the unit as well as patio fences, desks, and gates.
6. Feeding of any pet must occur inside your own home. Feeding strays is against Greenville City Code.
7. Dogs are not allowed to use front yards or corner lots as bathrooms. They are to be taken to the ends of the parking lots or behind your patio.
8. Dogs are not allowed to urinate on the bushes. Please be aware that urine can kill bushes. Should any damage be caused by pets in the common areas or to patio fences, the owner of the unit where pet resides will be responsible for cost of repairs.
9. Vicious animals are not allowed in the complex.

You can and will be charged a \$100.00 fine through the HOA for violating these rules. Management will also report you to Animal Protective Services for the additional violation of city code.

## **REFUSE & RECYCLING**

Regular dumpsters are located throughout the complex. Residents should use the dumpster closest to their unit. All trash is required to be in closed bags.

Contact the City's Public Works Department at (252) 329-4522 to request pickup for large items such as furniture, appliances, mattresses, etc. These items should be placed by the dumpster on the appropriate scheduled pickup day.

Do not place wood, paint, carpet, appliances, or other construction materials in the dumpsters. These items must be hauled to the city dump. The City will not remove these items and your HOA dues will be used to haul off those items. If you are found to be the one responsible for dumping items incorrectly, you will be assessed for the cost of removal.

## **PEST CONTROL**

The Board of Directors has chosen for the HOA dues to pay for a quarterly pest control spraying. Interior treatment is available, as needed, to the members of the association upon request. If you would like to use this service, contact Otho's Pest Management at 252-227-4005 to schedule an appointment, at your convenience. This service is included in your monthly HOA dues.

Annual termite inspections are also included. It is extremely important that homeowners use this service annually for early detection. If you notice any termites or termite damage, contact your association's pest control provider immediately for consultation. Please note, repairing the home is the responsibility of the homeowner and is not covered by the HOA nor the pest control company.

## **LANDSCAPING**

The HOA maintains the basic landscaping. The landscaping company for the Association has been contracted to mow/edge the common area, prune bushes twice a year, and install pine straw at a maximum once a year. If a homeowner would like to install additional plantings, they must request to do so by submitting an architectural request to the Board. Any additional plantings installed by a homeowner will be that homeowner's responsibility to maintain.

Should you have any concern(s) with the landscaping of the Association, please submit your concern(s) in writing to the management company.

All homeowners are responsible for keeping their patio areas orderly. No vines or patio plants are permitted to grow on the fence or building.

## **ASSOCIATION MAINTENANCE RESPONSIBILITIES**

The Association has the responsibility of maintaining the day-to-day, routine exterior repairs of the buildings, patio fences, common areas (parking lot etc), and private roads, that comprise the Association. The Association will arrange for larger exterior repairs (ex: painting of shutters,

roof replacements) on a rotating, scheduled basis. If you have a request for maintenance (ex: roof leak) please contact your community association manager.

Please note, the association will only make a repair if it is not insured by casualty insurance or is caused through the willful or negligent act of the owner, family, guests, or invitees, or tenants, or is caused by fire, lightening, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in the North Carolina Standard Fire and Extended insurance policies, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such lot is subject.

### **EXTERIOR MODIFICATIONS / ARCHITECTURAL REQUESTS**

The Architectural Committee/Board has the right to determine the style and appearance of the dwelling units, including, but not limited to flags, flag poles, flag staffs, storm doors, fences, windows, skylights, doors, walls, buildings, outbuildings, metal storage sheds, mailboxes, lawn decorations, areas of patio visible from outside the patio, structures of any type, grading, landscaping, patio covers, trellises, exterior lighting, etc. Any proposed change to any of these items must be submitted to the board in writing. This proposed change must be approved prior to the work being started.

No additional decorative lighting may be installed upon the exterior of the building without approval from the board. All exterior lights shall be clear, white, or non-frosted, excluding temporary holiday lighting.

All architectural approvals expire one year after the date of the approval unless the homeowner has completed the job as specified in the request.

Please note, a separate notice has been created with regard to the placement of satellite dishes. This is listed on management's website at [kpm1.com](http://kpm1.com). If you would like a copy of this notice as well please contact management in writing.

### **HOMEOWNER RESPONSIBILITIES**

Each homeowner is responsible for the interior maintenance of his or her property plus, but not limited to, all windows, doors, skylights, screens, blinds, storm doors, the foundation, plumbing and exterior lighting.

No private objects may be installed, mounted or attached outside of any unit without prior approval of the board. Vines, trees, and patio plants are not permitted to grow on the fence or building. Clotheslines and drying yards are not permitted on any lot.

All business use is prohibited. Homes are for residential purposes only.

## **STORM DOORS**

Homeowners must place a storm door on the front of their unit. Storm doors may be placed without approval if they meet the following requirements:

1. Professionally installed and of new or like new quality
2. White in Color
3. Full-View Glass Door

If you wish to install a different door you must request and gain approval from the Board of Directors prior to the beginning of installation.

Storm doors, if applicable, may be placed on the back of the unit without prior approval.

Doors must remain in good condition at all times. At the discretion of the Board, when requested, an owner must repair or replace a door that is not in good repair.

## **WINDOWS: SCREENS, BLINDS, & AC UNITS**

Exterior window screens and white or off-white horizontal blinds must be kept in good working order and must remain on all windows at all times. Screens and blinds are the homeowner's responsibility.

Window AC units are not permitted.

If an owner receives notice of a missing or torn screen or a notice of missing or damaged blinds and fails to replace it within the given time frame, the Association may fine the homeowner up to \$100.00 per day.

## **FENCES**

Fences are maintained by the HOA. No objects may be attached to the fence nor may the fence be altered at any time without approval from the board of directors. If a homeowner would like to propose a change to his or her fence, please submit a written architectural request to your community association manager.

All architectural approvals expire one year after the date of the approval unless the homeowner has completed the job as specified in the request.

## **DEBRIS/PERSONAL ITEMS AROUND UNIT**

All areas around your unit(s) must be kept clean of debris/items (tires, trash, etc). No personal items (bikes, toys, grills, lawn chairs, etc) are to be left out on the common areas of the property. Please store all personal items in your unit or on the back patio as long as it cannot be seen from outside of the patio. No trash may be left outside the unit at any time including cigarette butts. This is also a fire hazard.

If a homeowner places any item on the common area (basketball goals, soccer goals, skateboard ramps, etc) they item will be removed immediately of immediately and disposed. If management is aware of which unit has placed the item the owner of the unit will be charged for the removal and disposal of the item.

Decorations may not be attached to the exterior surfaces in a way that causes damage to the building and must be removed within a reasonable time frame after a holiday.

### **CONCERN FORMS**

Concern forms are available through the management company; however, a written or typed note or email will suffice and will document problems/suggestions that the homeowner may have with items covered by the Association. All complaints/concerns are required to be in writing.

### **POLICY FOR ENFORCING VIOLATIONS**

Violations will be handled as outlined below. The board has the authority to escalate the process for any issue.

1<sup>st</sup> Letter      Warning Letter

2<sup>nd</sup> Letter      Fine Hearing

3<sup>rd</sup> Letter      Fine Hearing Results.

This letter will inform homeowners of the fines that have been added to their ledgers as a result of the infraction. The \$100.00 fine will be levied on your account at a minimum of every 30 days that the violation remains.

\*All terms under question in this document are to be defined at the Boards discretion should there be any questions.

### **AMENDMENTS TO RULES AND REGULATIONS**

The Board of Directors has the right to amend the aforementioned Rules & Regulations at any time. If amended, notification and a copy of the updated Rules & Regulations will be sent to all homeowners and can be viewed online at [kpm1.com](http://kpm1.com).

## **Cobblestone Homeowners Association**

### Services Provided by your Dues:

Association Management	Pond Maintenance
General Liability Insurance	Landscaping
Directors and Officers Insurance	Dumpster Repair
Exterior Building Maintenance	Street Lights
Parking Lot Maintenance/Paving	Pest Control
Entrance Maintenance	Termite Control

### Additional Information:

- Insurance: Nationwide – Stephen West (252) 756-3212  
Liability on Common Ground only
- Pest Control: Otho's Pest Control (252) 227-4005
- Termite Control: Otho's Pest Control (252) 227-4005  
One annual inspection and on-call basis
- Landscaping: W.B. Denton's Landscaping  
ALL landscape concerns must be put in writing
- Maintenance: Exterior building maintenance

***ALL CONCERNS MUST BE PLACED IN WRITING***  
***Please email your community association manager***  
**(UNLESS EMERGENCY)**