

**WHITTINGTON PARK
TOWNHOMES HOMEOWNERS
ASSOCIATION Cary, North
Carolina**

**RULES AND
REGULATIONS**

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I

RULES AND REGULATIONS

WHITTINGTON PARK TOWNHOME DECLARATION AND BYLAWS: At the time you (or the owner of your unit) purchased your townhome at Whittington Park, the closing attorney should have furnished the purchaser with a copy of the Declaration and Bylaws at the closing. When purchasing a townhome, the buyer signs a form at closing which acknowledges the townhome owner's/tenant's duty to abide by the Declaration of the Townhome Corporate Declaration and Bylaws. Per the Whittington Park Declaration:

“NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties...”

THE BOARD OF DIRECTORS AUTHORITY: The authority to adopt rules for the Whittington Park Townhomes is granted to The Whittington Park Board of Directors under Article VI, Section 8 of the By-Laws:

“The Board of Directors shall have power and duties necessary for the administration of the affairs of the Association and may do all such acts and things except such as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors, but not limited to the following:

(g) The adoption and amendment of such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the owners and occupants of the property. Written notice of such rules and regulations shall be given to all owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.”

TO BE AN INFORMED RESIDENT: To be an informed resident, you should have, or have access to, the Declaration and By-Laws and the Rules and Regulations contained in this booklet.

These Rules and Regulations are in addition to the Declaration and By-Laws. These Rules and Regulations in no way change or override the Declaration and By-Laws. These Rules and Regulations are subject to change and will be updated from time to time.

II. BOARD OF DIRECTORS

Fran Blanchard, President
100 Grande Meadow Way
fblanchard001@gmail.com

Thomas J Munn, Vice President
14 Grande Meadow Way
symgryph@gmail.com

Emily Harrison, Secretary
118 Grande Meadow Way
eharrison@orioninternational.com

Rodney Vomberg, Treasurer
166 Grande Meadow Way
rvomberg64@msn.com

Doug Griswold, Member at Large
152 Grande Meadow Way
douglas.griswold@gmail.com

III. THE MANAGEMENT COMPANY

Sentry Management, Inc.
3714 Benson Drive, Suite 200
Raleigh, North Carolina 27609-7321
Telephone: (919)790-8000
Fax: (919) 790-5824

Joe Ramsey, Community Manager
jramsey@sentrymgt.com

IV. GENERAL RULES

The following are general rules and regulations:

- (1) The sidewalks, entry, passages, and stairways shall not be obstructed by the residents, Nor used by them for any other purpose than for ingress and egress to and from their Respective townhomes. Therefore, you may not store any items in these areas.
- (2) Article VI of the Declaration states: "No site preparation (including, but not limited to, grading, elevation work, sloping or tree work) or initial construction, erection or installation of any improvements, including but not limited to building, fences, signs, walls, screens, plantings or other structure shall be commenced, erected, placed, altered or maintained upon the Property or any Lot, nor shall any exterior addition to, or change, or alteration therein be made to any improvement by any Owner, until the plans and specifications of the proposed improvements shall have been submitted to, and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In this connection, the construction or planting of fences, walls, screens, and other structures will not be permitted if in the opinion of the Board, or Architectural Committee, as applicable, such construction or planting constitutes an unreasonable obstruction of the view of another Owner."
****This is an extremely important rule. You must obtain written permission from the Board before you make any exterior changes such as painting, planting trees and shrubs, installing a storm door, etc. No existing shrubs can be removed without permission from the Board.**
- (3) Residents should be careful not to play stereos and TV's too loudly. Residents also should not have parties or gatherings that are loud and offensive. Article IX, Section 3 of the Declaration states: "*No obnoxious or offensive activity shall be carried on upon the properties, nor shall anything be done which may be, or may become, a nuisance or annoyance to the neighborhood.*" Excessive noise at any time should be settled between neighbors, if possible, otherwise the Cary Police Department should be contacted.
- (4) Charcoal grills are a fire hazard and not to be used within 10 feet of any building at Whittington Park. Grilling in garages or in front of units is strictly prohibited.
- (5) To maintain a uniformity of appearance at Whittington Park, occupants must line colored drapes with white or neutral material or sheers. Blinds must be white or neutral.
- (6) No lumber, firewood, paper or cardboard is to be stacked against the house, in the crawlspace or on the patios as this is conducive to attracting termites and other insects.
- (7) Patios and porches must be kept in clean and orderly manner. Patio type furniture, maintained flower containers and barbecue grills are the only items that should be placed on patios. No alteration of any kind (including attaching wire fencing, gates, etc.) can be added to the patio or porch without the prior written approval of the Board.

- (8) Toys must be stored inside the garages or inside of the townhouses
- (9) No clotheslines may be erected on any portion of Whittington Park and clothing, towels, etc. shall not be hung out on patios and porches.
- (10) Yard ornaments and plantings are permitted as long as they are located at the rear of the townhouse and do not impede the work of the groundskeepers. Plant containers, which are maintained, are permitted in the fronts of the townhomes as long as they do not impede the work of the grounds maintenance company. No plantings are permitted in the common areas without the prior written approval of the Board.
- (11) Holiday decorations are permitted as long as they are done in moderation and are removed by the sixth of January.
- (12) Article IX, Section 9 of the Declaration states: *“No owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any Building, or any portion of the Common Areas, except as allowed by the Association. This notwithstanding, the Declarant or any mortgagee who may become the Owner of any Lot, or their respective agent, may place ‘For Sale’ signs on any unsold or unoccupied townhomes and in suitable places on the Common Areas.*
- (13) Yard and Garage sales: No yard and/or garage sales shall be conducted upon the property at any time whatsoever.
- (14) Any banner or flag larger than a garden flag is subject to the approval of the Board of Directors except the US flag or NC flag. However, they are limited to 4’ x 6’in size.
- (15) Before installing a satellite dish, an Architectural Request Application must be submitted to the management company. A Satellite Dish Requirement Agreement must also be executed prior to installation of any satellite dish and or antennae. See Exhibit A & B.

V.

PARKING RULES AND REGULATIONS

- (1) These rules supersede any and all previous parking rules and regulations ever used here at Whittington Park. Any automobile, trailer, and/or motorcycle in violation of these rules is subject to having a warning sticker attached to it and/or being towed at the owner’s expense including any storage charge.
- (2) Vehicles may be towed for the following violations:
 - a. Parking up on a curb, on the sidewalk, or on any part of the Whittington Park grounds other than designated parking areas. This will also cause the Association to charge any and all costs for damages that result from this activity to the responsible party.
 - b. Not having a current license plate and inspection sticker.
- (3) No unlicensed vehicles, vehicles with expired license and/or inspection stickers, vehicles considered inoperable or not “road worthy” (e.g. flat tires, excessive oil leaks), or commercial vehicles or trailers, shall be parked outside a garage or other parking areas within the Whittington Park Townhomes.

(4) Pulling up onto or driving on the unpaved areas of the grounds will result in THE HOMEOWNER BEING CHARGED FOR ANY DAMAGE TO THE GROUNDS AND/OR ANY UNDERGROUND SEWER, WATER OR STORM DRAINAGE LINES.

- (5) No parking on right side of Grande Meadow Way.
- (6) Owner's vehicles can not be parked in front of driveways that do not belong them. Ace Towing is authorized to tow at owner's expense.
- (7) No trucks shall be permitted except for standard ½ ton or less pickup trucks or smaller sized trucks.
- (8) **Grande Meadow Way is a one-way street. Please observe this and travel in a counterclockwise directions as you enter at the main entrance.**
- (9) Repairs to vehicles must be made inside the garages and **not in the driveways or street.**
- (10) **Parking in front of the mailbox area is prohibited.**
- (11) No trailers, campers, boats, mobile homes or large vans will be privileged to use the parking areas located and situated in Whittington Park.
- (12) Any offensive vehicle covered with graffiti or in appearance not in harmony with the community will not be allowed to occupy a parking area or any area on the premises.
- (13) No vehicles may be stored in the parking areas (remain unmoved for 10 consecutive days). If you are going to be out of town for longer than 10 days, you should alert management.
- (14) Any vehicle that excessively drips oil, gasoline, or other fluids must be immediately repaired or removed from the property. The owner will be charged for any damage this may cause.

VI. ASSESSMENTS

(The term "assessment" will be used in regard to the monthly assessment, Association Dues, and any special assessments.) Article IV of the Whittington Park Declaration states: *"...each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are common expenses, and (2) special assessments for extraordinary maintenance and capital improvements, (3) special assessments for purchase and reconstruction of townhomes as hereinafter defined; and (4) for payment to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to Common Areas and public roads if the Association shall default in payment thereof, all as hereinafter provided. ..."*

- (1) Monthly assessment payments are due on the 1st (first) day of the month.
- (2) Any monthly assessment payment not received within 30 days of the due date shall bear a late fee in the amount of Twenty Dollars (\$20.00). All assessment checks should be made out to **Whittington Park HOA**. Any owner who falls 60 days behind in their assessment payments will be subject to having their account turned over to an attorney for collection. Attorney and court fees will be applied to homeowners account.

VII. PET RULES AND REGULATIONS

- (1) All pets must be leashed and not allowed to roam freely per the Town of Cary ordinance.
- (2) No dog or cat is to be left unattended, leashed or not.
- (3) No pet may be tied outside whether the owner is present or not.
- (4) **There is a pooper scooper rule in effect. Animal waste must be removed from common areas and placed in your trash receptacle in a properly sealed plastic bag.**
- (5) Pens and doghouses may not be erected on patios, porches or any other area of Whittington Park.
- (6) Violations of the city animal control codes may be reported to the city animal control officer.

VIII. TRASH AND RECYCLING

- (1) **Trash containers must be kept in garages.**
- (2) Curb pickup for trash and garbage is currently scheduled for **Wednesday**.
- (3) Boxes, trash/garbage, cat litter, etc., are to be placed at the curb no sooner than dusk prior to the collection day.
- (4) Recyclable items are currently picked up on **Wednesday**.
- (5) Recyclable items are to be placed at the curb **no sooner than dusk prior to the collection day**.
- (6) **Emptied bins are to be removed from the curb no later than 6:00 a.m. the day following collection day.**
- (7) Homeowners must comply with the holiday trash pick up schedules.
- (8) Trash rules are per the Town of Cary. Report violations to 469-4090.

IX. ENFORCEMENT

These rules & regulations shall be enforced by the Board of Directors, and its management agent, in the manner set forth in House Bill 1541 of the Planned Community Act including but not limited to suit or other legal proceeding to enforce compliance, and/or having a hearing before the Board or adjudicatory panel. Daily fines for “continuing” violations may not begin to accrue until five (5) days after the hearing date. The owner has five (5) days from the date of the hearing to abate the violation, and thereby avoid daily fines. However, even if the owners abates the violation within the five days, the board may still impose a one time \$100 fine for the violation.

EXHIBIT A - ARCHITECTURAL REQUEST APPLICATION

Date: _____

Please complete this form in its entirety and submit to Sentry Management, Inc. for consideration by the Architectural Committee. No work should be done without approval.

Owner(s) Name (please print):

Property Address:

Phone Numbers: (Home) _____ (Work) _____ (Cel.) _____

Lot # _____ Est. Commencement Date _____ Est. Completion Date _____

PROPERTY OWNER'S SIGNATURE: _____

1. Give a narrative description of the proposed home and/or landscaping improvements, change, or addition. Please list the materials and color(s) to be used, including similarity to existing structures as appropriate.

2. In the case of an addition or alteration to the exterior of your property, please indicate sizes, height, set backs, elevation plan, sample of colors, and description of materials, etc. Attach a copy of your plot plan and indicate the location of the proposed exterior design change on your lot in relation to the house and other existing structures. Also attach any sketches, photos, specifications, plans or any other information that will assist in reviewing this application.

A. Plot Plan: Top down view should be drawn on a copy of your lot survey, showing the location of the item(s) to be built.

B. Dimensions: _____

C. Materials:

D. Colors:

3. A permit and inspection by the City/County may be required.
4. Should the Architectural Committee deny your request, you may appeal to the Board of Directors in writing. Please send your appeal to Sentry Management so it may be reviewed at the next Board Meeting.
5. FOR ALL REQUEST FORMS SUBMITTED, THERE WILL BE A 90 DAY COMPLETION DATE FROM THE TIME OF APPROVAL.
6. MAIL TO: **SENTRY MANAGEMENT, INC.**
3714 Benson Drive, Suite 200
Raleigh, NC 27609

FOR ARCHITECTURAL COMMITTEE USE ONLY:

- Approved as indicated.
- Conditional Approval:

- Disapproved - Comments:

Signed: _____, Architectural Chairperson

Signed: _____, Architectural Chairperson

Date: _____

EXHIBIT B - Satellite Dish Requirements Agreement

Only satellite dishes eighteen (18") inches in diameter or smaller are permitted to be installed on the Association's property. Satellite dishes may never be attached to the building roof, porch roof, chimney chase (including trim), or siding.

Satellite dishes must be installed in the landscaped privacy area of the unit on a pole not to exceed two foot (2') in height, no further away than two feet (2') from the building. The satellite dish and pole must blend in with the landscaping on the Association's property and both items must be screened at all times so as to make them as unobtrusive as possible. Additional landscaping may be required to hide the dish from public view, particularly if the dish can be observed from the street. Cables from the dish to the house must be buried deep enough to permit cultivation of the ground. The homeowner is responsible to make any necessary plant material replacements should installation cause damage.

As an alternative, satellite dishes may be installed on the fascia board adjacent to the building or porch roof, or, on the vertical fascia boards at the corners of the building above a lower roofline.

In all satellite dish installations, cables must enter the building at a point closest to the point of attachment of the dish. No cables may be attached to the exterior of building, or run on the exterior along the siding or trim. All cabling must be run in the interior walls of the building. Once cabling enters the building, it may not exit at some point and re-enter the building at a further point. All satellite dish installations shall be grounded in accordance with the National Electrical Code.

The Association reserves the right to inspect the installation, maintenance, repairs and replacement of the satellite dish and may require additional work to be done to ensure that the owner has properly installed the satellite dish. If any damage is caused by the homeowner due to the installation, repair or maintenance of the satellite dish or pole, the homeowner is responsible to correct the damage and make any necessary plant material replacements pursuant to the Board's direction. The Board's decision is final and binding.

The owner shall be responsible for the maintenance, repair and replacement of the satellite dish and pole. Failure to do so will authorize the Association to take any legal action available to it to correct the violation including, but not limited to, removing the satellite dish, making the necessary repairs, replacement and maintenance; and/or imposing a fine. The Association will not be responsible for any future repairs of the dish, wires, poles, etc.

I, (print name) _____ agree to conform to the above guidelines established by the Whittington Park Townhomes Homeowners Association. I am requesting permission to install a satellite dish within the aforementioned stipulations.

Signed: _____

Print Address: _____, Raleigh, North Carolina, 27604

Date: _____ Year: _____

Return this complete application to: Whittington Park Townhomes HOA, 3714 Benson Drive, Ste 200, Raleigh, NC 27609