

Sommersby

at Stoney Creek Homeowner's Association

Handbook

Useful information and community standards

SECTION I

Introduction

This handbook has been prepared by the Sommersby at Stoney Creek Homeowner's Association Board of Directors in conjunction with the Association's Governing Documents and the North Carolina General Statutes.

This handbook is designed to ensure that all members of the Association, prospective and current, have adequate opportunity to familiarize themselves with the Association and the regulations of the Association. The purpose of the Sommersby rules is to ensure that Sommersby at Stoney Creek remains an attractive, viable, and inviting community.

Every member of the Sommersby at Stoney Creek Homeowner's Association is also a member of the Master Association, the Stoney Creek Village Association. The Stoney Creek Village Association covenants and regulations are contained in its Governing Documents. They define the rights, responsibilities, and obligations of all members to comply with covenants and regulations of the Master Association. The Stoney Creek Village Association of which you are a member maintains the common areas leading into your subdivision and the retention ponds serving the Village.

The Sommersby at Stoney Creek Association documents designates the Board of Directors as the responsible agent for carrying out the purposes of the Association including, but not limited to, the assessment and collection of annual dues and the maintenance of common property. To carry out its mandate, each Board of Directors is empowered to establish rules and regulations in accordance with the provisions of the Bylaws and Articles of Incorporation for its Association. Please take note that these rules serve to supplement and not supercede those of the Sommersby at Stoney Creek Homeowner's Association.

It is the responsibility of every member of the Sommersby at Stoney Creek Association to ensure that they, their families, tenants, and visitors comply with the provisions of these regulations. New members will receive a copy of these regulations as a part of the welcome packet upon purchase of a home. As changes in the Association's policies and rules are made, updates will be distributed to members. These changes will be mailed to each homeowner. It is vitally important that each member keep the Association informed of any changes of ownership, changes in address of record, and changes in mailing address.

The effective date of the Sommersby at Stoney Creek Association regulation handbook is June 15, 2009. Effective dates of subsequent updates are indicated in the respective page footers. Changed pages will be forwarded with a new index indicating the changed pages and the effective date of the change.

SECTION II

General Information

Sommersby at Stoney Creek consists of 78 townhomes on Bellcross Trail and Pensford Drive. While the townhouses are individually owned-- streets, parking areas, street lights, and other common grounds are owned and maintained by the Sommersby at Stoney Creek Homeowner's Association, Incorporated. The Sommersby at Stoney Creek Homeowner's Association is a nonprofit, non-stock North Carolina Corporation consisting of all homeowners. The Sommersby at Stoney Creek Association was incorporated in September 1997. The Association's operations are funded by an annual assessment determined by the Association's Board of Directors.

The Association shall maintain the common areas which include all property and areas within the boundaries of the Sommersby subdivision that are not part of a privately owned townhouse lot including:

- Lawns, paths, and landscaped grounds maintained by the Association;
- Streets and parking areas;
- Street lights and mailbox stations;
- Approved signs installed by the Association;

In addition to this common area, the Association shall provide exterior maintenance upon each lot including:

- Paint and/or Stain on exterior of townhome
- Exterior Building Surfaces
- Roofs
- Window Screens

Individual owners are responsible for maintaining the interior of their unit including the following:

- Interior walls and ceilings;
- Fixtures and other improvements including sinks, faucets, toilets, other plumbing facilities and all built-in or other appliances;
- Flutes, ducts, conduits, wires, and other apparatus located totally within the unit and apparatus serving that unit;
- The unit's HVAC system;
- The unit's water heater

Unit owners may make interior alterations and decorate their units as desired; however, alterations may not jeopardize the structural integrity or soundness of the building.

Each unit owner shall be responsible, at his own expense, for maintaining and repairing his unit and all portions thereof. Owners must promptly perform all maintenance and repairs within his unit which, if omitted, would adversely affect the property.

Should any equipment within each unit malfunction and cause damage to the exterior common area, the Owner is liable for the damage caused.

A. Notification of Change Status

The Association is to be notified within two weeks, after the occurrence of any of the following events:

1. Purchase of a townhouse property
2. Change of residence
3. Change of mailing address
4. Transfer of ownership
5. Sale of townhouse property
6. Change in tenant or occupant

Notification must include names of all current owners of the property, address of the property, the current residence and mailing address of all owners, and the name, mailing address, and phone number of the real estate agent, if applicable:

B. Dues and Assessments

Establishment of Operating Budget and Annual Assessment: The annual operating budget and assessment for each fiscal year will be established by resolution of the Board of Directors.

Due Dates and Payment Options for the Annual Assessment: The assessment for the fiscal year is due and payable in full on the 1st day of each month. All fees must be paid by the 15th of each month to avoid a twenty dollar (\$20.00) late fee.

Should any due date be on a weekend or federal holiday, the due date remains the same. B.C. Parker Real Estate has a drop box outside of the building should you wish to drop your payment off on the 15th day of the month.

Fees and Charges: Fees and interest charges on overdue accounts may also be assessed by the Board of Directors. These fees and charges are in addition to any fees incurred from other organizations or other actions of law, including, but not limited to, filing of liens, attorney's fees, and court costs.

Returned Checks: A returned check fee of twenty five dollars (\$25.00) will be charged for every check returned unpaid for any reason whatsoever. This fee is in addition to any fee charged by the financial institution on which the check is drawn. If the account is drafted monthly and the draft returns back as unpaid, a returned ACH fee of \$25.00 is charged.

Invoicing: Homeowners are responsible for paying the monthly assessment whether or not an invoice is received from the Association. No coupon books will be distributed as reminders of monthly payments. You may request payment remittance envelopes for your convenience or set up the ACH option to have your account drafted on the 5th of each month.

Date of Payment: Payments will be considered to have been paid on the date of the latest postmark on the envelope received by the Association which contains the payment. To qualify, the envelope containing the payment must be properly addressed to the Sommersby at Stoney Creek Association, with the correct amount of postage. Payments delayed because of improper addressing or postage will not be considered to have been paid until actually received at the Association's mailing address.

Application of Payment: Only when an account is paid in full, will payments be applied against the current year's assessment. For delinquent accounts, payments will be applied first to legal and filing costs, then to late charges, then to processing fees, and then successively against the oldest of the outstanding balances.

Collection of Delinquent Balances: Homeowners with delinquent balances will be notified in writing requesting payment of the outstanding amount within a certain period of time. The written verification of delinquency will also inform the homeowner of the consequences of non-payment including revocation of voting and membership privileges and the possibility of filing of a lien against the homeowner's property.

The Association notifies the owner the account will be turned over to the Association attorneys for collection and possible filing of a memorandum of lien or a Complaint for Money Owed. All costs of collection, including but not limited to, filing of the lien, attorney fees, and court costs will be assessed to the homeowner.

SECTION III

COMMUNITY RULES OF THE

SOMMERSBY AT STONEY CREEK HOMEOWNER'S ASSOCIATION

These Rules of Sommersby at Stoney Creek HOA, Inc. supplement the provisions of the governing North Carolina statutes, the Stoney Creek Village Covenants and laws of Guilford County

a. Pursuant to the Declaration of Covenants and Restrictions and the by-laws, the following rules are presented to the residents of the Sommersby at Stoney Creek Homeowner's Association. Resident refers to all home owner(s) and tenant(s). These rules apply to any guests as well. **Owners are required to give copies of the rules to all renters and have renter's sign off they agree to abide by all standards and regulations of the community.**

b. Common property consists of all landscaped areas, grassed areas, and any parking lots maintained by the Association.

3. Tenants Renting Property:

a. Tenants are required to abide by the rules of the Association. It is the property owner's responsibility to inform their tenants of these rules. Any violation of these rules and regulations is the responsibility of the home owners.

4. Guests of Residents:

a. Residents are responsible for their guests' actions that violate any of the Association rules and regulations, or any further regulations that the Association may enact.

5. Offensive Behavior within the Subdivision:

a. No injurious or offensive behavior is to be conducted on the streets or in the common area within the subdivision. Furthermore, behavior that creates a nuisance to the community or interferes with its peaceful enjoyment is also prohibited.

6. Pet Ownership Standards:

No animals, livestock or poultry of any kind shall be raised or kept on any Lot or on any portion of the Common Elements, except that dogs, cats and other household pets may be kept in any dwelling provided that said animals are not kept for commercial purposes and further provided that they are kept subject to the following rules and regulations:

a. No household pet shall be permitted on any portion of the Common Area unless properly restrained. Pets must be on a leash; the leash must reasonable length; or the pet may be carried when in the Common Areas of the subdivision.

b. No household pet shall be kept unattended outside the home, driveway, or on Common Area.

c. All household pets shall be kept and maintained in compliance with all applicable laws and ordinances of Guilford County.

c. STRICTLY ENFORCED: Pet owners are responsible for cleaning up all animal waste created by their pets in the common areas, streets or rights of way, or on Lots of other residents. All pet waste must be cleaned up immediately and deposited in the owner's waste container.

d. No pet shall be permitted or allowed to remain within the home or the Common Area if it constitutes a nuisance due to loud and persistent noise levels or vicious behavior.

e. Feeding of stray animals is prohibited. Feeding a stray animal is accepting ownership meaning you are responsible for any vet bills and preventative shots, i.e. rabies

vaccinations, worming, etc. Likewise if these stray animals are allowed to reproduce the offspring are also your property.

Pet owners who allow any pet to damage the common area including any plant material are responsible for paying to have such damage repaired or replaced. Pet owners are to indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever arising from or caused by any animal.

Excessive barking of a pet, vicious behavior by a pet or other annoyance to the residents may be cause for an order by the Association to remove the pet from the property after proper notice and the right to a hearing. Homeowners should be mindful of the privacy of others when walking their pets.

7. Automotive Operation and Maintenance:

Extended maintenance of vehicles will not be performed anywhere within the boundaries of the Cluster, whether common or private, that is visible from any portion of the common areas. For these purposes, extended maintenance is for any period exceeding two hours. Any repairs such as painting and/or draining of any automotive fluids onto the parking areas is prohibited. Homeowners performing minor maintenance will not block access to adjoining parking spaces and will ensure the area is returned to its original condition after the project is complete. Areas of maintenance outside of garages must be thoroughly cleaned after completion of the maintenance. Any costs incurred by the Association for cleaning will be assessed to the responsible homeowner.

8. Parking

General: All persons entering Association property shall obey all no-parking zones, restricted parking areas, fire lanes and speed limit. All vehicles must be parked in designated parking spaces only. At no time is parking on grass areas, sidewalks, or curbs permitted. Parking in Sommersby is limited to residents and bone fide guests of residents. Homeowners are responsible for any damages their vehicle causes to the pavement, parking areas and curbs within Sommersby.

The following restrictions shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity of the residence. These restrictions shall apply to all residents, tenants, and their guests in the subdivision.

- a. No cars, motorcycles, boats, marine craft, trailer, camper, truck, buses or van shall be parked or stored in the Common Area unless approved by the Board of Directors.
- b. No immobile, junked, or unlicensed automobiles, trucks, boats or any other vehicle shall be permitted to remain on any lot, driveway, or street in the subdivision but may be housed within an enclosed garage.

- c. All cars, passenger vans, motorcycles, and pick-up trucks must be in operable condition and have current license plates.
- d. Each unit has two designated parking spaces which shall be the garage and the appurtenant drive way.
- e. All areas designated as Reserved Parking are for guests only. No residents are permitted to park in these spaces. Any resident vehicle seen parked in these spaces will be towed at the owner's expense.

Visitor Parking: Visitor's vehicles may be parked in Sommersby only while guests are visiting with the homeowner. In no case may visitor's vehicles be parked in Sommersby in excess of five days without the written permission of the Board. Homeowners will not allow visitors to park their vehicles in the Sommersby parking areas unless they are legitimate guests staying with the homeowner. Visitors may not park their vehicles in the cul de sac area of Sommersby during the following times: Monday through Friday from 3:30PM through 8:30AM and all day Saturday and Sunday.

Vehicles: Commercial vehicles, taxicabs, trailers, boats, buses and motor recreational vehicles may not be parked anywhere within Association boundaries except while actually loading or unloading. Commercial vehicles may only park within Sommersby while the vehicle owner is performing services for the homeowner. Homeowners owning commercial vehicles must park their commercial vehicles in their garage.

Impeding Access: At no time shall any vehicle be parked in such a manner as to impede or prevent ready access to another parking space or driveway.

Junk and Abandoned Vehicles: All vehicles parked within the Cluster's common areas must be in working order and be properly tagged and licensed in conformity with the laws of the State of North Carolina and the County of Guilford. No junk or abandoned vehicles may be parked within the boundaries of the Cluster. A junk vehicle, as defined by Guilford County ordinance, is any motor vehicle or trailer that cannot be operated in its existing condition because the parts necessary for operation, such as but not limited to tires, windshields, engines, drive trains, driver's seats, steering wheels or columns, gas or brake pedals, are removed, destroyed, damaged, or deteriorated. Vehicles that don't conform to the requirements of the state and county will be identified to the appropriate authorities and are subject to towing by the Board.

Enforcement: Any violation of the provisions of these parking regulations will subject the vehicle in question to towing by a towing company contracted by the Board of Directors. Towing can only be authorized a member of the Board of Directors or the Guilford County police/fire department. The towing company will collect all fees incurred in connection with the towing from the owner of the vehicle.

The Board of Directors has an established relationship with a nearby towing company for the administration of these provisions. Any costs incurred by the Association to enforce the

provisions of these regulations, including towing cost, court costs, and attorney's fees, will be the sole responsibility of the owner of the vehicle subject to enforcement.

Nothing contained in these regulations, whether expressed or implied shall be construed to impose any liability whatsoever on the Association, Board of Directors or any member of the Board of Directors for theft, loss, or damage to vehicles and/or property loss as a result of violations of the Bylaws or the rules and regulations concerning parking. Decisions to tow can be made by the managing agent in conjunction with the Board of Directors. Such decisions have the full authority of the Association and will be backed by the resources of the Association in the event of legal action.

Reports concerning violations may be made to the managing agent. Reports must include the name of the caller, the location, make of vehicle, color, and license plate number of the offending vehicle.

9. Exterior Building Changes or Additions:

a. Any homeowner wishing to make additions or changes to their home must receive written approval from the Board of Directors before implementing the change(s) or addition(s). This includes the planting of trees or shrubs and placement of landscaping accents. Violations or acts of omission are subject to legal action.

b. Additions or changes include, but are not limited to, fences, walls, satellite dishes, decks, patio additions, yard décor/accessories, light fixtures, solar panels, and storm doors.

c. Requests should be submitted in writing with a description of placement, construction or modification with drawings and/or photos where applicable to the committee for review. All plans must meet city zoning and building codes, but it shall not be the responsibility of the Executive Board to determine compliance with such codes. Please contact management for guidelines.

10. Damage to Common Property:

a. Any resident who causes damage to the common property by driving on the grass or causing any other damage in any manner shall be required to reimburse the Association for the cost of repairs.

11. Conduct of Children:

a. Parents or guardians are responsible for the general conduct of their children at all times. Damage to the common property or personal property of other residents is the responsibility of the parent or the guardian. Toys and bicycles should be stored away from view at the end of each day.

b. Children are not allowed to loiter in the streets in a manner which obstructs or restricts traffic.

12. Commercial Activity:

a. Pursuant to Guilford County Ordinance 6-4.51 Home Occupations:

- i. The home occupation must be conducted entirely within a dwelling unit. It must be a use which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character of the residence. Home Occupations are not permitted in a detached garage or other accessory structure, except for accessory dwelling units.
- ii. Permitted home occupations include, but are not limited to: typing services, telephone sales, barber/beauty services, doctor/dentist office, architects, accountants, family day care (five (5) or fewer persons), food catering, and hand crafting etc.
- iii. No display, stock-in-trade, nor commodity sold not made on the premises shall be permitted.
- iv. Only one (1) person may be employed who is not an occupant of the residence.
- v. Activities shall not generate traffic, parking, noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the District in which it is located.
- vi. Instruction in music, dancing, art or similar subjects shall be limited to no more than five (5) students at one time.

b. No part of the parking areas, common areas and street areas of Sommersby shall be used for commercial activities of any nature without prior approval of the Board of Directors. Commercial activities within a home must conform to laws of the Guilford County.

13. Garage and Yard Sales

a. Individual garage or yard sales are not allowed in the Sommersby at Stoney Creek community.

b. An annual community-wide yard sale may be organized and held in conjunction with the Stoney Creek HOA annual yard sale, with the approval of the Executive Board.

14. Noise:

a. Subject to the provisions of the Guilford County noise ordinances Sec. 11-8. Annoying and disturbing noise., it shall be unlawful for any person, persons, or business entity to make, permit, continue, or cause to be made, any unreasonably loud, disturbing, annoying or unnecessary noise between the hours of 11 p.m. & 7 a.m., in the unincorporated areas of the county, with the exception of construction work done pursuant to a federal, state, county or city contract which requires work to be performed during certain hours.

b. Residents are to exercise extreme care with the use of musical instruments, radios, television sets, amplifiers, or any other noise that may disturb other residents. This also includes the noise of animals and car stereos at any time.

c. Enforcement. The county in its discretion may through the sheriff or anyone designated in writing by the county manager take one (1) or more of the following enforcement actions for violations of this section against any responsible person, persons or business entity as stated above:

(1) Issue a written warning.

(2) Issue a citation subjecting a violator to a civil penalty of two hundred dollars (\$200.00). A second violation by the same person or business within one (1) year of the first violation shall subject such person or business to a penalty of four hundred dollars (\$400.00). All subsequent violations by the same person or business within one (1) year of the first violation shall subject such person or business to a civil penalty of five hundred dollars (\$500.00). The county manager or his designee may on request and for good cause shown adjust a civil penalty.

(3) Failure to pay a civil penalty imposed under this section within ten (10) days shall subject the offender to an additional \$50.00 delinquency charge. Any unpaid penalty or delinquency charge may be recovered by the county in a civil action in the nature of a debt.

(4) Each separate day of a continued violation shall be a separate and distinct offense and shall give rise to a separate and distinct penalty.

(5) Violators may also be prosecuted under the provisions of N.C.G.S. 14-4 for a misdemeanor criminal offense punishable by a fine of not more than five hundred dollars (\$500.00) and/or imprisonment as designated for a Class 3 misdemeanor.

15. Signs for Soliciting Business or Real Estate Signs:

a. No signs of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, in front windows or inside the front natural area without the prior written consent of the Executive Board.

16 Garbage and Recycling

General: The Association negotiates contracts for pick-up of recycled materials and disposal of garbage to reduce and obtain the lowest cost of service, and to reduce the amount of time that refuse is located at the curb. Waste removal and recycling costs are paid through the homeowner dues.

Trash and garbage containers:

- a. All bags should be placed in a trash bag or garbage container which will be tightly secured or tied. Any loose trash is the responsibility of the homeowner or tenant to be cleaned up and disposed of that day.
- b. Trash and garbage/recycle containers can be placed at the curb after 6pm of the evening prior to the scheduled trash pickup day. All garbage containers must then be removed from the street and stored in the garage by 6 am of the next day following trash pickup day.
- c. No Lot shall be used in whole or in part for storage or rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure.

17. Windows:

- a. No air-conditioner shall be installed in any window or any home, nor shall any air-conditioner be installed on any Home on any Lot so that the unit protrudes through any exterior wall of such Home.
- b. No sheets, blankets, towels, or any non-designed window treatments may be placed in the windows. Window treatments must be kept in good repair (no broken, bent blinds, etc.). All treatments should hang neatly and evenly.
- c. All windowsills should be void of any items or kept neat and in an attractive condition which is satisfactory to the executive board.

18. Holiday & Celebration Decorations:

- a. Decorations for holidays shall not be displayed for more than thirty (30) days prior to and after any such holiday including any celebration signs or décor which will also be limited to no more than thirty (30) days.

19. Maintenance and Repair of Homes:

- a. The owner of each Home shall be obligated to maintain and repair the interior of his home. Such maintenance and repair work shall be performed at the sole cost and expense of the owner of such home.

b. All patios and outdoor furnishings must be maintained in a manner so as not to decrease the aesthetic appearance of the community.

20. Maintenance of Lots and Backyard Area:

a. The Association shall be responsible for maintaining the grass and the grounds of the portion of each Lot which is not located inside an enclosed fence. Such maintenance shall consist of normal grass mowing and any other activity necessary to keep such grounds in a condition that is satisfactory to the Executive Board.

b. The owner of each Lot shall be obligated to keep and maintain any portion of the Backyard Area of such Lot which is enclosed within a fence, rear patios, and front porches must be maintained in a neat, sanitary, and attractive condition which is satisfactory to the Executive Board.

c. It is the sole responsibility of each lot owner to maintain any fence erected upon their lot in a way that compliments the aesthetics and beauty of the community. Repair of any damage to fences caused by homeowner neglect or misuse is the responsibility of the homeowner.

d. Any and all broken, loose, damaged, or missing parts (i.e., slats, posts, wood rails, bricks, panels, gates) of said fences shall be replaced or repaired within sixty (60) days of notification of non-compliance.

e. The following fencing will not be allowed
Barbed wire, Chicken wire, Cable wire, Woven wire, or Mesh Wire

f. As of the adoption of these standards the styles of privacy fences that are allowed are limited to wood shadowbox & PVC privacy fence panels normally sold at home improvement stores. Approvals of selected styles must be pre-approved by the Architectural Review Committee.

21. Violation of Rules:

a. Any violation of these Rules and Regulations will result in the imposition of the fine system pursuant to the North Carolina Planned Community Act (N.C.G.S.47F-1-101 et seq.) after two documented warnings from the Association Manager.

b. Members cited with violations have the right to a proper hearing. Any adjudicatory panel appointed by the executive board shall be composed of at least three (3) or more members of the association who are not officers of the Board of Directors.

c. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision.

d. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116.

e. Any Members cited with a rule violation must contact the Manager's office in writing with a plan of action within 5 business days.

Approval Statement

This document has been reviewed by the Association Board of Directors and is hereby approved as the Handbook including the Rules of Sommersby at Stoney Creek Homeowner's Association. Further rules or changes may be adopted or current rules may be amended as the Board of Directors deems necessary.

Date Approved: June 4, 2009

SECTION V
Useful Information

Useful Names, Addressees, and Phone Numbers

Mailing Address

Sommersby at Stoney Creek
Homeowner's Association, Inc.
c/o B.C. Parker Real Estate
P.O. Box 309
Burlington, NC 27216

Managing Agent:

B.C. Parker Real Estate

Mailing address:
P.O. Box 309
Burlington, NC 27216

Physical Address:
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Board of Directors

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