

**RULES AND REGULATIONS AND SUMMARY OF COMMON EXPENSES AND
MAINTENANCE RESPONSIBILITIES FOR THE RESIDENTS OF
DUDLEY'S GRANT GREENVILLE, NORTH CAROLINA**

Updated and Approved by the Board of Directors of
Dudley's Grant Homeowners Association
Revised August 2020

The property in Dudley's Grant shall be used for residential use only.

Privileges for Member in Good Standing

Homeowner's monthly dues and/or assessment payments are due and payable on the first day of each month. Dues and/or assessments not paid within 30 days from the due date will be subjected to a monthly late fee of \$10.00 per month. As adopted at the November 10, 2008 Board meeting: Accounts with a balance exceeding 3 months dues, will be sent a demand letter and given 15 days to pay in full or will be turned over to the attorney for collection, which includes a lien on the property, and can even lead to foreclosure. Payments may be made in person, online at www.russellpm.com or mailed to the address below. The convenience of bank draft is also available. Contact the management company for information:

Russell Property Management, LLC
106 Regency Blvd.
Greenville, North Carolina 27834

Phone: 252-329-7368
Fax: 252-355-9641
Email: amanda@russellpm.com

Please Note: All concerns must be placed in writing and can be mailed, faxed, or emailed as indicated above.

RENTERS

Renters are considered equal with resident owners to abide by these rules and regulations. Owners are responsible for the conduct of their tenants and the tenant's failure to comply with the Declaration or these Rules and Regulations may result in a fine imposed against the owner. Non-resident owners must be aware that Section 32-3 of the Greenville Zoning Ordinance stipulates that no more than three (3) unrelated persons may occupy a single-family dwelling. The owners of the property in violation of this Ordinance are subject to enforcement action by the City of Greenville up to and including the issuance of Civil Citations of \$50 per day for each day the violation continues. Non-resident owners should promptly notify the management company with information regarding their tenants and a copy of the lease.

ARCHITETURAL CONTROL PROVISIONS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including storm doors and windows, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same 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 Architectural Committee. Proposed changes must be submitted to the committee through the management company.

The committee will approve, conditionally approve, or disapprove such design and location in writing within thirty (30) days after said completed form, plans and specifications have been submitted.

Please keep in mind when submitting a request for a building/shed, the height of the structure must not be more than 1' taller than the fence, the structure must not block the rear patio gate, and the structure must not block the back patio exit doors.

Storm Doors and Windows: Storm doors may be installed on the front entrance of any townhouse, providing it meets the following specifications:

All storm doors must have a white or light beige finish and have full view glass. A kick plate no taller than 6" may be installed at the bottom of the storm door. Door may have a horizontal bar middle way the door no taller than 2" in height for door support.

Storm windows and/or replacement windows must be the color of the surrounding trim and must have white frames on any screens.

Please Note: The Board does want to emphasize that installation of any storm door may void any warranty on the entrance door and any cost for repair of these entrance doors will be borne by the homeowner. Storm windows and doors may be installed and maintained on the rear of the townhouses without need for approval of the Architectural Committee. Any storm doors or windows installed by the owner are the responsibility of the homeowner for repair and/or maintenance.

Satellite Dishes: Any satellite dish or disc that is *one meter or less* in diameter or any antenna that is designed to receive television broadcast signals are permitted without application and approval of the Architectural Committee so long as (i) the dish, disc, or antenna is located on a part of the lot so as not to be clearly and readily visible from any street or any neighboring lots, provided that such a location does not preclude the reception of an acceptable quality signal, or is located anywhere on the lot but is reasonably and adequately screened to prevent visibility from any street or any neighboring lots; and (ii) the lot owner registers the disc or dish in writing with the Association's Management Firm stating the owner's name and address, the name, type, height, diameter, and sketch of the lot and dwelling showing the existing location. Any satellite dish or disc that is greater than *one meter* in diameter or any antenna that is designed to receive any signal other than television broadcast signals are not permitted on the Properties. Satellite dishes may be installed inside a homeowner's patio. All satellite dishes should be run through a cable box with cables buried behind the vinyl, not exposed. Any wiring needed for Cable TV should also be properly buried behind the vinyl of the building. Any cable box missing a cover should be report by the owner of the applicable unit for repair. *Please contact management prior to installing a satellite dish to verify placement.

Initial costs, repairs and/or maintenance to all approved additions are the responsibility of the homeowner, both current and future. If a unit is sold, the new owners must be made aware that any and all alterations/additions to the structure are going to be theirs, effective on the date of closing.

The Dudley's Grant Homeowners Association is not responsible for the replacement or repair of windows, storm windows, storm doors and screens or any glass surfaces, including the casings that support the glass.

Both the interior maintenance of the unit and the maintenance of the patio area is the homeowner's responsibility, including plumbing, HVAC, and electrical work.

Termite Control/Damage: Interior termite inspections are the responsibility of the homeowner. The annual exterior termite inspection for termites is free to the homeowner since it is covered under the

Association's pest control contract. Homeowners are required to give the termite inspection company access to their patio areas when they are notified that such exterior inspections will be occurring. Homeowners who fail to have interior termite inspections may be liable if termite damage spreads to adjoining units or adds any additional cost to the Association's exterior maintenance responsibility. In addition, the Association will impose a \$25 fine on any homeowner who fails to permit access to the Association's exterior termite inspection contractor after notice of the inspection is provided.

Units for Sale: "For Sale" signs and "Open House" signs may only be placed in the shrubbery bed near the entrance of the unit that is for sale. In no case shall any signs be displayed on the common grounds. All units must be fully insured, and minimal utilities must be maintained at all times, including periods of vacancy. The real estate agent's name should be provided to the management company, so that a copy of the Declaration, Bylaws and rules and regulations can be provided to all prospective buyers. When the unit is sold, please contact the management company immediately to provide them with the new owners' names, current address, and telephone number(s), as well as the closing date and the closing attorney.

Any homeowner who rents his/her unit should provide the management company with the name(s) and address(s) of the tenants(s) prior to occupancy. Please see the attached form that pertains to units that are being rented. Upon receipt of this form, the management company will provide the tenant with a copy of the Declaration and latest rules and regulations for Dudley's Grant.

GROUNDS MAINTENANCE

Maintenance of the grounds by Dudley's Grant Homeowners Association includes mowing, edging and fertilizing of the grass; cleaning the common areas; pruning shrubs; distributing pine straw; and replacement of trees, shrubs, etc. Residents who choose to install plants or shrubs in the borders in front of their units (with proper approval) or in their patios are responsible for the care and maintenance of those plantings. Plantings within the front flower bed and patio areas must be located and /or maintained to prevent possible damage to plumbing, fences, patio fences, patio surfaces and exterior of building, including the siding, brick, gutters, and roof. Owners are responsible for damages caused to building, patios, sidewalks or fencing caused by such plantings. If the unit is sold, it must be conveyed to the new owners that they, and **NOT** the Association, are responsible for these plantings.

Under no circumstances are residents to plant any trees, shrubs, or flowers in the common areas. Residents may NOT plant winter rye grass in front of their units. This causes mowing issues as well as an inconsistent appearance. The flower beds in the front of each unit shall have pine straw as the bed covering. The HOA will replace pine straw in beds as funds are available. Homeowners are permitted to replace pine straw in front of their units on a more frequent basis at the Homeowner's expense. Effective June 1, 2009, homeowners are not allowed to use any other bed covering than pine straw.

GROUNDS AND PARKING LOT APPEARANCE

There will be no dumping of any foreign material on Dudley's Grant common grounds including, but not limited to: motor oil, solvent, tires, furniture, wood, dead landscaping materials, paints, litter, trash, debris, etc. This includes discarding such materials behind a unit's patio onto the common areas. No car repairs are permitted on Dudley's Grant common areas.

The homeowner is responsible for cleaning and/or repairing damage to the parking lot caused by his/her vehicle or guests' vehicles leaking oil, antifreeze, pavement indentions or other corrosive substances on the pavement.

The homeowner/resident is responsible for clearing snow/ice from the entrance and sidewalk in front of their unit, and the board encourages you to do so. The association does not provide this service.

Residents are asked to pick up any litter in the parking lots and common areas and to participate in keeping Dudley's Grant an attractive place to live.

Please make sure that painters painting the interiors of the units do not dispose of unused paint products by dumping them on the property surrounding Dudley's Grant. No paint products shall be dumped or placed on the common areas. Paint products includes paint cans, brushes, pans, solvents, and cleaners. Paint products and empty paint cans are prohibited from being placed in the dumpsters.

Report any violations in writing to the management company.

DUMPSTER RULES

1. All trash should be placed in the proper dumpster (regular or recycle) in closed plastic bags. Both household and pet waste must be in closed plastic bags.
2. No paint cans are to be placed in dumpsters. Paint products as defined above are prohibited from being placed in the dumpsters.
3. Discarded appliances, water heaters and /or furniture should be removed by the installer or resident. If resident is unable to have these items removed from property, please contact the City of Greenville Public Works department to arrange pickup. These items, if picked up by Public Works, shall not be placed by the dumpster until the night before the scheduled pick up. Greenville Public Works phone number is 252-329-4522.
4. Residents must notify Public Works to pick up large items. **DO NOT** place items beside dumpster until you have called for pick up. Large items should be stored in your home or patio until the pickup date.
5. Parking in front of the dumpsters is prohibited and vehicles are subject to towing at the owner's expense.
6. Residents must call Public Works for pick up of yard trimmings and limbs if they are placed at the curb or beside the dumpsters.

Please report any violations in writing to the management company.

GENERAL REGULATIONS

Residents are responsible for the conduct of their guests and family members and/or tenants. Payment for any damage to the common areas caused by a tenant or his pet will be the responsibility of the homeowner. Owners are responsible for the conduct of their tenants and the tenant's failure to comply with the Declaration or the Rules and Regulations in this document may result in a fin imposed against the owner.

1. Residents are not to play in or around dumpsters or mail houses. The Association will not enforce the provision in the Declaration that provides that "children are not to play on neighbor's lawns, roofs, fences, in or around dumpsters or mail houses". Owners are responsible for any damage caused to the buildings, common area improvements, lawns, trees, dumpsters, etc. by residents, tenants, pets and/or guests.
2. Skateboards, roller blades, scooters and bikes are not allowed on the walkways, sidewalks or on the common areas.
3. Play or congregating in parking lots throughout the property is strictly prohibited.
4. It is illegal to discharge any weapon, including air rifles and BB guns, in Dudley's Grant. Use of fire works and laser devices is prohibited in Dudley's Grant.
5. All personal property, including firewood, lawn furniture, empty containers, coolers, grills, trash bags, play toys, fishing rods, items of clothing, garden tools, etc...are to be stored within the patio areas **ONLY**. They are not allowed anywhere outside the patio fences, nor are they permitted at

the entrance ways to the units, including the front yards and rear common areas. Holiday decorations must be confined to the unit's shrubbery beds and the area around the front door. Decorations may be displayed four weeks prior to the holiday and must be removed no later than two weeks after the holiday.

6. Use of sidewalk chalk on common areas is not allowed.
7. No propane tanks may be installed at Dudley's Grant to provide gas service for home appliances, except that a portable propane tank designed for use with an exterior gas grill may be used. All outside cooking grills should be kept away from the building exterior and fences. Damage to these areas because of heat and fire from the grill will be the responsibility of the homeowner.
8. No obnoxious or offensive activity that may become an annoyance or nuisance in the neighborhood is allowed. There is a City of Greenville Ordinance regarding noise levels. All boom boxes, CD players and radios must not exceed noise levels pursuant to the Ordinance. The Association will report to the City if it receives complaints of violations of the Ordinances. Residents and/or visitors are not permitted to rev their vehicles' engines while in Dudley's Grant's private streets and paring spaces or parking lot.
9. Window blinds viewable from the parking lot side of the home should be properly maintained by the homeowner. Blinds that are damaged, missing slats, bent, etc. should be replaced or repaired immediately.
10. Homeowners who install plants in the front of their home (note approval of Architectural Committee is required) or in the patio are required to maintain these plantings. Homeowner supplied plants should be maintained so that they are not a nuisance or allowed to grow out of control. Patios should also be kept free of weeds and unwanted vegetation and plants.
11. Window screens are the responsibility of the homeowner or resident. If it is noted during a monthly inspection that your window screens are not in good repair, you will receive a notice to have them replaced. In addition, all glass surfaces (windows, window casings, and doors) are the homeowner's responsibility to maintain. Any damages to these items should be repaired immediately.
12. Profit-making events are not allowed on Dudley's Grant common areas, to include but not limited to garage sales, yard sales, bake sales, etc.
13. For AC repairs or replacements that require a conduit line to be run on the exterior of the building, the size and color of the cover must be submitted to the board of directors, or architectural committee for review prior to installation.

PETS

No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except dogs, cats, or other household pets. No animal may be kept or maintained for commercial purposes and must not disturb or annoy other residents.

1. Dogs must be on a leash at all times, City of Greenville Ordinance.
2. No dogs may be staked on the common area. This includes front columns of the unit, as well as patio fences, decks, and gates.
3. Owners of all dogs shall be expected to "scoop the poop".
4. No animal may make noises that disturb other residents. City Ordinance.
5. Do not allow dogs to urinate on the shrubs, as they are easily killed by dog urine.
6. Cat owners are required to restrain their pets and may NOT allow them to roam free. The city has a nuisance law that can be enforced by the Animal Control Officer.
7. Homeowners who allow pets to defecate inside patios need to keep feces cleaned up to avoid flies and odor.
8. Residents shall remove any pet defecation from the common areas and all pet waste disposed of in the dumpsters must be in sealed plastic bags.

Please help up enforce these rules by immediately notifying the management company in writing and/or the Animal Control Office at 329-4387.

VEHICLES

Only passenger cars and/or trucks of ½ ton capacity or less shall be permitted to utilize parking spaces. Boats, trailers, recreational vehicles, and large trucks over ½ ton capacity are expressly prohibited. Vehicles are prohibited from being parked in any area that is not a designated parking space, to include along curbs, gutters and cul-de-sacs. Only two (2) parking spaces per unit are allowed. Extra vehicles owned or possessed by the residents that are parked in the subdivision **MUST** be parked in designated parking areas only on Dudley's Grant Drive. Dudley's Grant Drive is a private street. There are areas designated areas along Dudley's Grant Drive where parking is not allowed. Anyone parking in No Parking areas along Dudley's Grant Drive will have their car towed and the car's owner will be responsible for payment of towing charges. Those spots that are designated for Visitor Parking are for **VISITORS** and owners and tenants shall **NOT** occupy these spaces. Towing may be enforced, at the owner's expense, for any parking violation.

Homeowners, their tenants, guests, and invitees are prohibited from storing vehicles on Dudley's Grant Drive. Stored vehicles are defined as vehicles that have been parked in the same spot for fourteen consecutive calendar days. The Board of Directors asks residents to abide by general parking rules when parking along Dudley's Grant Drive, including parking facing the appropriate direction for the lane of traffic. No resident may abandon any vehicle on the common areas; a vehicle is abandoned, if, among other reasons, the vehicle does not have a current DMV registration and current state inspection for a period in excess of 45 days or if the vehicle is inoperable due to a flat tire for a period in excess of 45 days. Abandoned vehicles are subject to towing, and to additional fines.

In the event of any conflict between the foregoing rules and regulations (many of which state some of the provisions of the Declaration), and the Declaration, the Declaration controls. All rights and remedies of the Association are reserved.

Dudley's Grant Homeowner's Association SUMMARY OF COMMON EXPENSES AND MAINTENANCE RESPONSIBILITIES

Although the information provided below is not meant to cover all aspects of the Dudley's Grant Covenants, we have attempted to provide you with a brief summary of what the dues you pay provide. We encourage you to read the covenants and by-laws thoroughly and become active in the association by participating in annual meetings and serving on boards. If you have any further questions about the covenants, consult your attorney, the property Management Company or DG Board members.

The dues you pay at Dudley's Grant currently offer cover the following expenses:

1. Basic cable TV.
2. Annual Exterior Termite Inspections and Exterior Treatment if termites found. Termite damage is not covered by Termite contract or by the HOA.
3. Pest control when requested by homeowner. Pest control company is Othos and can be contacted at 252-227-4005 to schedule an appointment. Services include interior and

- exterior treatment for: American, German, and Oriental cockroaches, household ants, mice, rats, spiders, house crickets, earwigs, silverfish, millipedes/centipedes.
4. Exterior lawn maintenance of areas outside patio (e.g. front lawn, sidewalk, parking lots and entrance).
 5. Periodic pressure washing of building exteriors to remove mildew and dirt (as funds are available).
 6. Periodic refreshing of pine straw and maintenance of existing shrubbery in foundation borders.
 7. Maintenance of trees and shrubbery (landscaping) in common areas, including refreshing of pine straw or mulch. Landscaping inside patios are the responsibility of each homeowners.
 8. Professional management of the association and property by a property management company.
 9. Exterior maintenance of parking lots, sidewalks, exterior porches, siding, shingles, and fences.
 10. HOA may repaint exterior entry doors as needed.
 11. General liability insurance covering the common areas of Dudley's Grant.

Maintenance is defined as repair needed as a result of normal wear and tear. Per the Declaration, Article VI Section 2: In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, or as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage 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. Listed below are specific items that are NOT covered by the HOA Maintenance responsibilities:

1. Maintenance or replacement of windows and doors, screens, glass surfaces, and window casings.
2. Maintenance, repair or replacement of porch lights, patio lights, flood lights, and bulbs.
3. Maintenance, repair, or replacement of outside plumbing fixtures attached to each unit.
4. Maintenance, repair, or replacement of outside electrical fixtures attached to each unit. These items include: lights, electrical wiring, door bell buttons, electrical receptacles, electrical panels, phone wiring, and cable TV wiring.
5. Maintenance, repair, or replacement of outside heating and air conditioning equipment.
6. Maintenance, repair, or replacement of any personal item of the owner including satellite dishes, storage barns, cooking grills, water hoses, etc.
7. Maintenance, repair, or replacement of the patio areas.
8. Maintenance, repair, or replacement of any improvement or modification subject to approval by the board of directors or architectural committee.

Dudley's Grant HOA does not carry any hazard insurance on building structures, fences or other items owned by the property owners at Dudley's Grant. It is the homeowner's responsibility to carry hazard insurance for their building structure and attached fences. Homeowners need to have a HO-3 Standard Dwelling policy.