

RULES AND REGULATIONS FOR THE OWNERS & RESIDENTS
OF QUAIL RIDGE HOMEOWNERS ASSOCIATION OF
GREENVILLE
GREENVILLE, NORTH CAROLINA

**Updated & Approved by the Board of Directors of
Quail Ridge Homeowners Association**

**Revised and Updated
January 16th, 2025**

The property in Quail Ridge shall be used for residential use only.
All residents (owners and tenants) are required to abide by the guidelines set forth in this document, in addition to the recorded Restrictive Covenants and Bylaws for Quail Ridge Homeowners Association.

Any unit with violations noted during routine inspections will receive an initial warning letter mailed to the address on file with the management company or noted property manager's address. A second violation of the same nature or an ongoing issue that remains unresolved will result in a notice of hearing and can result in a fine of up to \$100 per day or occurrence.

Members who are in arrears on the payment of homeowner's dues and/or assessment fees are considered not in good standing and are not allowed to use the recreation facilities to include, but not limited to:

1. Use of the Clubhouse
2. Use of the pool

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 will be subjected to accruing interest at a rate of 6% per annum. After 3 months of non-payment, a lien may be placed on the property and foreclosure on the claim of lien pursuant to Chapter 47F of the North Carolina general statutes will begin after 6 months of delinquency. Payments may be made in person, online or sent to the address below. The convenience of bank draft is available. Contact the management company for information.

Management Company:

Russell Property Management

Located at and payments mailed to:

106 Regency Blvd

Greenville, NC 27834

Phone: 252-329-7368 Fax: 252-355-9641

Email: Freedom@russellpm.com or HOAadmin@russellpm.com

Manager: Freedom Edmundson

**All information related to violations must be submitted in writing or email
to Russell Property Management**

RENTERS:

Renters are considered equal with resident owners to abide by these rules and regulations. The City of Greenville regulates how many roommates you can have. There cannot be more than three (3) unrelated people living together as a single housekeeping unit, whether you live in a house, a duplex, an apartment, condominium, or mobile home. The owners of the property in violation of this Ordinance are subject to enforcement action up to and including the issuance of Civil Citations of \$50 per day for each and every day the violations continue. Non-resident owners are required to promptly notify the management company with information regarding their tenants and a copy of the lease. Any homeowner who rents their unit must provide the management company with the name(s) and contact information for tenants prior to occupancy. Forms are available through the management company.

GENERAL REGULATIONS:

1. **All personal property is to be stored within the patio/deck areas ONLY.** Items are not allowed anywhere outside the patio fences, nor are they permitted at the entrance ways to the units, including the front yards. **All decorative items in front of the unit must be well maintained at all times.** If any complaints are received the Board of Directors reserves the right to request removal of any items.
2. Rear patio areas must be well maintained, including but not limited to the appearance of storage shed, controlled vegetation, and storage of items visible above fence height. Trees within the patio should be maintained so they do not damage the fence, exterior building materials or foundation of the building. Rear decks shall maintain a clean, organized appearance.
3. All For Sale, For Rent, Open House or other signs shall be placed in the shrubbery bed near the entrance of the unit. The management company must be notified prior to any sign being put in place. When the unit is sold, please contact the management company immediately to provide them with the new owner's name and contact information, as well as the closing date and closing attorney. All units must be fully insured, and minimal utilities must be maintained at all times, including periods of vacancy. Display of one political sign is permitted in the shrubbery bed near the entrance of the unit no earlier than 45 days prior to the day of the election and must be removed no later than 7 days after an election day. All signs should be a maximum size of 24 inches x 24 inches. Any additional signage must first receive Board approval. Signage of any nature is prohibited on the common areas and will be removed without notice. Only one sign per unit is allowed at all times.
4. Residents are not to walk on neighbors' lawns, nor climb on roofs, and/or fences. Owners will be held responsible for any damage caused to the buildings, common areas, lawns, trees, dumpsters, etc. by their residents (of any age), pets and/or guests.
5. Skateboards, rollerblades, scooters, and bikes are not allowed on the sidewalks, front walkways, nor mail house areas. Use of sidewalk chalk on common areas is prohibited.

6. Common grounds may be used for playing so long as it does not destroy the grass or plantings and is not too loud so as to become an annoyance or nuisance to the neighborhood. No items (basketball goals, soccer goals, etc.) are to be placed in the common areas, including the parking lot.
7. It is illegal to discharge any weapon, including air rifles and BB guns. Use of fireworks and laser devices are also prohibited. Any offense of this nature should be reported to law enforcement.
8. No propane tanks may be installed at Quail Ridge to provide gas service for home appliances. Gas grills may be used inside patios. All outside cooking grills and anything with an open flame should be kept a safe distance from the building exterior and fences. Damage to these areas as a result of heat or fire will be the responsibility of the homeowner.
9. No obnoxious or offensive activity that may become an annoyance or nuisance in the neighborhood is allowed. Music, TV, pets, chatter, etc. should not be heard louder than normal conversation level. Refer to City of Greenville Ordinance regarding noise levels. Any concerns of suspicious or illegal activities MUST be reported to Law Enforcement as the HOA has no authority over these issues.
10. No abusive or offensive language is allowed anywhere in the common areas.
11. Profit-making events are not allowed in Quail Ridge, to include but not limited to garage sales, yard sales, bake sales, etc. UNLESS they are sponsored by the Quail Ridge Homeowners Association.
12. Bulletins put in the mail houses are to be preapproved by the Management Company and/or Board of Directors prior to posting and are to be removed within 14 days after the event.
13. 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 their pet, or any fine imposed upon a tenant for rule violations, will be the responsibility of the homeowner.

INSURANCE:

As amended by mailed ballot in September 2016, Article VII, Section 1. (f) of the Bylaws reads: All owners of "lots" shall obtain and maintain casualty insurance coverage for all improvements and structures on their respective "properties" for at least the replacement cost thereof, naming the Homeowners Association as insured "as its interest may appear", and shall submit a copy of said policy or a Certificate of Insurance to the Homeowners Association. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; if all-risk coverage is not reasonably available, each "lot" owner shall maintain, at a minimum, fire and extended coverage. A "lot" owner that occupies the dwelling on the lot is in compliance with this provision if an HO3 – Owner Occupied Dwelling and Fire Policy is obtained and maintained. (HO3 policies cover townhomes.) A "lot" owner that does not occupy the dwelling on the lot is in compliance with this provision if a DPS- Non-Owner-Occupied Dwelling and Fire Policy is obtained and maintained. Each "lot" owner shall be required to reconstruct all improvements situated upon his "lot" in the event of damage to the same from fire, lightning, wind, rain, hail, or other casualty. A copy of said policy or a Certificate of Insurance shall be submitted to the Homeowners Association not later than January 31 of each year. In those instances and cases where a "lot" owner fails to deposit such certificate or duplicate policy with the Homeowners

Association by January 31 of each year, the Board of Directors shall have the authority but not the obligation to procure and pay the premiums on a policy of hazard insurance on the “property” in an amount sufficient to insure the same for its replacement cost (for which the Homeowners Association may rely upon the recommendation of a competent insurance agent), and shall assess the owners of the said “property” for such expense, and upon failure of the owners to pay the assessed amount within thirty (30) days written notice of the same, a lien shall be impressed on the “lot” on which said “property” stands in the amount of such unpaid assessment, which shall bear interest and be enforceable as all other assessments under Article XII of these By-Laws and the restrictive covenants applicable to the subdivision, as a non-exclusive remedy. In no event shall the Homeowners Association be liable to any lot owner in the event the Homeowners Association does not procure a policy of hazard insurance for any “property” on any “lot” or if the Homeowners Association does not procure such insurance in an amount sufficient to insure the same for its replacement cost.

TERMITE CONTROL/DAMAGE:

Termite damage repair, both exterior and interior, is the responsibility of the homeowner. Annual termite inspections, conducted by the pest control company currently under contract with the Association, are scheduled for a specific week of the year for which you will receive notice. The pest control technician will need access to the patio area and outside storage building. For interior inspections, they will need full access. The termite inspection is a service covered by the Association. Homeowners who fail to have annual inspections may be liable if termite damage spreads to adjoining units. Please note: The HOA covers the cost of the termite inspections. If termites are discovered in your home, the cost of the treatment and any repairs to the unit are the responsibility of the owner.

DUMPSTER RULES:

1. All trash items are to be placed inside the proper receptacle (dumpster or recycle bins). Both household and pet waste must be in closed plastic bags.
2. Any bulk items must be reported to City of Greenville – Sanitation Department via City Compass through their website www.greenvillenc.gov or by calling 252-329-4522. Place bulk items outside the trash dumpster fence **AFTER** the items are reported to the city for pickup. The City will not pick up construction debris (including appliances, carpet, etc.); these items need to be removed from the property by the installer/resident.
3. Residents must contact the city for removal of yard trimmings and limbs if they are placed at the curb along Quail Ridge Road. or beside the dumpsters. These items should NOT be placed inside dumpsters or in plastic bags.
4. Paint cans are NOT to be placed in dumpsters.
5. Parking in front of dumpsters is prohibited and vehicles are subject to towing at the owner’s expense.

ARCHITECTURAL CONTROL:

1. No exterior addition or change or alteration is permitted until the plans and specifications showing the nature, kind, shape, height, materials, and location shall be submitted for Board review and approval. Architectural forms are to be filled out in their entirety and accompany the proposed plans. The committee will approve or disapprove such design and location in writing within thirty (30) days after complete submission. Initial costs, repairs, and/or maintenance to all approved additions are the responsibility of the homeowner, both current and future. A document stating what alterations or additions have been made to the unit and that the maintenance of said alterations/additions is not covered under the HOA must be signed by the unit owner(s) and the management company. It will then be recorded at the Pitt County Register of Deeds Office at the owner's expense. The request form and the form to be filed will be provided by the management company upon request from the owner.
2. The Board of Directors has pre-approved two types of railings – wrought iron or Black PVC. Although these are approved materials, please submit your full request to the HOA Manager to get an official approval.
3. No painting or staining of exterior bare wood surfaces is allowed. Only the application of a clear exterior wood sealant may be used to preserve your deck in a manner that maintains its natural wood qualities and appearance.
4. Storm doors may be installed on the front entrance of any townhouse. Bronze, dark brown, white, or almond storm doors are permitted and must receive Board approval prior to installation. The Board does want to emphasize that installation of any storm door will void the warranty on the entrance door and any cost for repair of these entrance doors will be borne by the homeowner. Storm windows and/or replacement windows should also be bronze, dark brown, white, or almond. Rear storm doors and windows are permitted without approval of the Architectural Committee and are the responsibility of the homeowner for repairs and/or maintenance.
5. If you are interested in putting up a satellite dish you must submit your request, in writing, to Russell Property Management to be approved by the Board of Directors. The request must state the size of the dish, the installation company name, and where the dish will be installed. No satellite dishes are to be installed on the building/fence or on the common ground. Any satellite dishes that are not approved or on the common grounds can be removed by the Board of Directors.
6. Residents may plant any bulbs or flowers on their lot in the established flower beds adjacent to the unit's structure. Flower beds may not be enlarged without recommendation/approval from the Landscape Committee, as well as approval from the Association membership. Residents who choose to plant shrubs in the borders in front of their units (with proper approval) are responsible for the care and maintenance of those plantings. The HOA highly discourages owners from planting any trees on their property because of the damage they can cause to structures and the liability incurred by the homeowner. For those who wish to NOT have the landscaper prune or maintain bushes may receive a sticker from the Management Company, which is to be placed in the front storm door window or a front window of the unit.
7. Water hoses should be kept in proper housing on stationery or portable reels inside the flower bed. They may NOT be laid out on the ground.
8. 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 the unit.

9. All decorations must be confined to the unit's shrubbery/flowerbeds and the area around the front door. Seasonal/holiday decorations may be appropriately displayed during that seasonal time frame. Unobstructed access for mowing the exterior of the unit's grounds must be provided by all units.
10. A/C window units are prohibited.
11. The Association is NOT responsible for repairs/replacement of any windows, screens, or any glass surfaces, including the casing that supports the glass. The homeowner is responsible for keeping these maintained.
12. Maintenance of the interior of a unit and the patio area are the owner's responsibility. Decks and fences are considered exterior maintenance items and are subject to control by the Architectural Control Committee.
13. There will be no dumping of any foreign material on Quail Ridge common grounds including, but not limited to motor oil, solvent, paints, cigarette butts, etc.

PARKING/VEHICLES:

B&D Towing and Recovery will be providing immediate towing for the following violations:

- Fire violations
- Handicap violations
- No parking zones
- No visible tags
- In-operable vehicle
- Blocking dumpster
- Abandon/Junk Vehicles
- Double Parked vehicles
- Parked on Grass/Curb
- Stickers 30-days past inspection expiration date
- Vehicles blocking entry into the parking lot entrances or blocking in other vehicles
- Any vehicle an owner reports in their assigned space without permission

Russell Property Management will still be tagging vehicles for the following violations:

- Taking 2 parking spaces (parking over the line of your assigned spaces)
- Commercial Vehicles
- Any vehicle in visitors parking more than 48 hours
- Expired tags less than 30 days (will be towed in 2 business days)

Owners of vehicles that have been tagged by Russell Property Management will have 2 business days to reach out to the community manager to prove the violation is rectified before being towed. If you have visitors in town for longer than the 48-hour allowance, it is your responsibility to reach out to the community manager for instruction. VEHICLE PARKING IS NOT PERMITTED AT THE CLUBHOUSE UNLESS ATTENDING A BOOKED EVENT. THIS INCLUDES THE PARKING SPACES LEADING UP TO THE CLUBHOUSE. THESE VEHICLES WILL BE TOWED IMMEDIATELY, WITHOUT NOTICE, AT THE VEHICLE OWNER EXPENSE.

Only **two** vehicles are permitted per unit. Extra vehicles owned by residents **MUST** be parked on Quail Ridge Rd and are **NOT** permitted at the Club House or in spots designated as Visitor. Quail Ridge Rd is a city-maintained street, and everyone must adhere to regular city ordinances. Vehicle repair or maintenance is not permitted within Quail Ridge development.

1. The Homeowner is responsible for costs of cleaning and/or repairing damage to parking lot caused by his/her vehicle(s), tenant's vehicle(s) or guest's vehicle(s) including, but not limited to, leaking oil, antifreeze, or other corrosive substances on the pavement.
2. All cars, no matter where they are parked, **MUST** have visible, current license plate/inspection stickers, and should remain in drivable condition (this includes keeping tires inflated).
3. Parking in handicapped spaces without proper documentation represented is prohibited. Anyone parked in a handicapped parking without a handicap plate or placard on rear-view mirror can and will be towed on sight.
4. All vehicles must be parked within lines of the designated space for the unit. Parking across lines is **NOT** allowed.
5. Only visitors are to use the visitors' spots. If you know of a homeowner that is using a visitor's spot, please contact Russell Property Management, in writing or email, with the vehicle description and license plate information.
6. Absolutely no boats, trailers, recreational vehicles, garaged vehicles, or trucks greater than ½ ton capacity are to be parked throughout the property. They are subject to be towed on sight at the owner's expense.

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. Unleashed or uncontrolled pets may be reported to the City of Greenville Animal Protective Services.

Any pet violations must be submitted in writing/email with as much detail as possible. The minimum information needed to issue a violation is as follows: unit the pet/owner resides in, date and time of occurrence, as well as a brief description. Photos may be helpful as well. Without the proper information Quail Ridge HOA cannot and will not respond to pet complaints.

Due to the size of each unit and the close proximity to adjoining units, the number of pets should be limited to 2 per unit.

1. No dog(s) may be staked on common area(s). This includes, but is not limited to, the front columns of the unit, patio fences, gates, and decks. Lead lines are prohibited in these areas as well.
2. The City of Greenville leash law shall be adhered to; that is, pets shall not run free. All dogs should be leashed. 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 an Animal Control Officer.
3. Pet owners shall pick up and dispose of pet waste properly. Pet waste (including cat litter) must be disposed of in sealed plastic bags and placed in dumpsters. It is not permitted to be disposed of in the common areas.
4. Do not allow dogs to urinate on shrubs. Shrubs are killed by dogs' urine.

5. Any excessive animal noise should be reported to the Greenville Police Department or Animal Control Office at (252)329-4387 for immediate attention. Complaints may also be made to Russell Property Management in writing/email with specific information.
6. Pets are not allowed in the pool area.

POOL:

1. Rules and operation hours of the swimming pool are updated each year and are distributed to all homeowners and residents prior to the opening of the pool for the season.
2. No pool parties are permitted, except when sponsored by the Quail Ridge Homeowners Association.
3. No smoking or grills are permitted in the pool area or pool parking lot.

CLUBHOUSE:

1. The clubhouse is intended for social functions ONLY and must be reserved by the homeowner or current resident. Functions interpreted to be commercial and of a profit-making nature by private business are prohibited. Only fund-raising projects sponsored by the Quail Ridge Homeowners Association are permitted.
2. The clubhouse is reserved through the management company. At the time of reservation, a deposit fee is required along with a rental fee, and a list of rules will be provided. Any infraction of the rules will be subject to all, or part of the deposit being withheld.