

RED BIRCH HOMEOWNERS ASSOCIATION

FAQ

1. **We are currently using a property management company that can help you with any questions you may have concerning covenants. Visit <http://www.russellpm.com/homeowners-associations> for posted documents, forms and subdivision information.**
 - *Russell Property Management, 106 Regency Blvd., Greenville, NC 27834, Amanda Blomefield, Manager, amanda@russellpm.com, office 252-329-7368, Office Hours: M-F: 8am - 5pm*

2. **As a member of the HOA, how many votes do my wife and I have?**
 - *"19. Each owner of a lot shall be entitled to one vote for each such lot owned".*

3. **How many HOA meetings must I attend?**
 - *"3.2 Annual Meeting. The members shall meet at least once each year as specified in the notice of such meeting given pursuant to Section 3.4". (regarding notice, see answer to question 4)*

4. **Will I be notified of an upcoming HOA meeting?**
 - *Yes, "3.4. Notices. Notice to all meetings of the members stating the time and place and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing and shall be hand delivered or sent by United States mail to the members at the addresses of their respective lots and to other addresses as any member may have designated to the President or Secretary, at least (10) days, but no more than fifty (50) days, in advance of any scheduled meeting".*

5. **Can I vote by proxy?**
 - *Yes, "3.7. Manner of Casting Votes. Votes may be cast in person or by proxy. A proxy must be in writing, be signed by a majority in interest of the lot owners of the lot, the votes of which are subject to the proxy, be given only to another member or to a security holder in that lot, and be filed with the Secretary before the meeting. A lot owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. **A proxy terminates 11 months after its date, unless it specifies a shorter term**".*

6. **Can I put a political sign in my yard?**
 - *No, "6. No sign of any kind shall be displayed to the public view on this property except one sign no more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale".*

7. Is the board of directors in place?

- *Yes, your board of directors have been elected at this time, August 17, 2020 (see the Board of Directors contact list)*
- *Board of Directors received their titles and duties at the first BOD meeting September 29, 2020.*

8. Can I have a pot belly pig? What about breeding and selling of any animals, even dogs or cats?

- *No, "7. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except that domesticated dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provide that they are not kept or used for breeding or maintained for any commercial purpose; and it is further provided that it is the intent of this covenants to allow owners of lots on the property to keep pets within reason, but that there will not be allowed on the property an unreasonable number of such animals".*

9. I want to open a hair salon in my garage so I can work from home. I'd like to store inventory in my garage and outdoor shed for my business for convenience to prepare shipments.

- *"9. No barbershop, beauty parlors, or shops, or any commercial or business activity shall be permitted or shall be allowed to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina or the Town of Greenville are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property".*
- *Definition of cottage industries: a business or manufacturing activity carried on in a person's home.*

10. Can I leave my flat bed trailer, travel trailer or boat on the side of the house in the grass?

- *"10.(a) No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit a pick-up truck, up to 3/4 tons in size, which is used by an owner of this property for his personal conveyance, and such truck may be parked upon the property. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No boats, trailers, recreational vehicles or the like shall be parked in the Development except for on a driveway, inside a garage, or in the backyard, directly in back of a dwelling".*

11. My car isn't working right now. I can't repair it due to money constraints. Can I move it the back yard temporarily?

- *"10.(b) No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development. No vehicles covered with tarpaulins, boats, trailers, recreational vehicles or the like shall be parked on a lot other than in a*

garage or in the back and of a lot in an area not visible from the street in front of the dwelling or from any portion of the common area”.

12. I love hanging my laundry on a clothesline so they can soak up the sunshine.

- *“10.(c) No outdoors clotheslines shall be permitted”.*

13. I want to leave my trash can next to the driveway. Is it ok to do this?

- *No, “8.(b) All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall, except on trash pickup days, be located in the back yard of a lot in an area not visible from the street in front of the dwelling”.*

14. Can I put a political sign in my yard?

- *No, “6. No sign of any kind shall be displayed to the public view on this property except one sign no more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale”.*

15. Is there an architectural committee within our community?

- *Yes. It consists of three (3) Board of Director members. They were elected by the Board of Directors at the first BOD meeting on September 29, 2020. See the Board of Directors contact list.*

16. I want to install a fence, or storage building or add a covered porch to my home. What do I need to do?

- *“12.(a) Other than as provided herein, no dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (but not including a change of materials and/or a change of color) to any structure be made 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 Declarant or an architectural committee of three or more persons appointed by the Declarant during the “Declarant Control Period” as hereafter defined, and after the “Declarant Control Period”, by the Board of Directors. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the “Declarant Control Period”) and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. No residence shall be built on any Lot within the property a concrete slab if the finished floor elevation is a minimum of thirty (30) inches above the level of the finished grade of the yard”.*
- *Exact project details, architectural designs, manufacturers specifications along with pictures should be emailed or mailed to the management company. Submit your request to Russell Property Management.*

17. My children really want an swimming pool, but we can't afford to install an in-ground pool. Is there an above ground option?

- *“12.(b) Notwithstanding anything else herein to the contrary, above ground pools shall only be allowed with prior written approval of Declarant or architectural committee (or Board of Directors after the “Declarant Control Period”). Such above ground pools, if allowed, shall be located in the back yard area of the Lots, and shall have decking and enclosures of wood or shrubbery to shield such pools from view”.*
- *Exact project details, architectural designs, manufacturers specifications along with pictures should be emailed or mailed to the management company. Submit to Russell Property Management.*

18. Where can I install my satellite dish? Is there a limitation to size?

- *“13. No outside radio or television satellite dish antenna shall be erected on any residential Lot within the Subdivision, except there may be one (1) dish-type antenna not exceeding eighteen (18) inches in diameter on each Lot. Any such permitted satellite dish antenna shall be located on the rear roof of the house, on a pole attached to the structure, not exceeding twenty (20) feet in total height, or at ground level if not attached to a structure. All such antennae mounted at ground level or on a pole shall be located in the rear yard area of each Lot. No communication device, transmitting tower or antenna exceeding the height of twenty (20) feet from ground level, shall be placed, used, or erected on any Lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property. Any communication device, transmitting tower or antenna not exceeding twenty (20) feet in height shall be located in the rear yard area of each Lot and shall be attached to a structure”.*

19. Someone ran over or knocked down my mail box. What can I put back in its place?

- *“17. All mailboxes and supporting posts shall be of a design approved by the Declarant or an architectural committee of three or more persons appointed by the Declarant during the “Declarant Control Period”, by the Board of Directors”.*
- *Current style of mailbox is Mayne Newport Plus Mailbox Post. Available at Walmart. <https://www.walmart.com/ip/Mayne-Newport-Plus-Mail-Post-White/48749514>*

20. I've chosen not to pay the HOA dues. What could happen?

- *“20. The Owner’s Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, maintenance of landscaping/berms easements, street lighting, maintenance of common area, and such other matters as it deems appropriate, and special assessments for capital improvements. Assessments shall be prorated among owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each Lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to*

completion, provided that all Lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessments, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear **interest from the due date** at the lower of (i) **twelve (12%) percent** per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or **foreclose the lien** against the property. Such assessments shall be a **lien** on the **Lots** against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the **lien** may be **foreclosed** and the **Lot sold**, or a money judgement obtained the persons liable therefore, all as set forth in the Bylaws.

- a. The personal obligation for assessments which are delinquent at the time of transfer of a Lot shall not pass to the transfer of said Lot unless said delinquent assessments are expressly assumed by said transferee.
 - b. Any transferee referred to in (a) above shall be entitled to a statement from the Board, regarding the status of the assessments against said Lot and such transferee's Lot shall not be subject to a lien for any unpaid assessments against such Lot in excess of the amount therein set forth.
 - c. Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a Lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a Lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.
 - d. Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee, under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.
 - e. No Lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his Lot or otherwise".
- "9.3. Recovery of Attorney's Fees and Costs. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be allowed by the Court, with interest thereon at the lower of (i) twelve (12%) percent and (ii) the highest rate allowed by law at the time the costs are incurred, from the dates such costs are incurred until paid".

21. I need my septic tank pumped. Who is responsible to pay for this?

- *The responsibility remains solely with the Lot owner, rather your septic tank is located within your deeded lot or on the easement septic area within Lot 33.*
- *“30. There is hereby established non-exclusive nitrification field easements as shown on the recorded map which easements are appurtenant to lots in Red Birch as follows: Lot 17 (Septic) is appurtenant to lot 17; Lot 18 (Septic) is appurtenant to lot 18; Lot 19 (Septic) is appurtenant to lot 19; Lot 20 (Septic) is appurtenant to lot 20; Lot 21 (Septic) is appurtenant to lot 21; Lot 22 (Septic) is appurtenant to lot 22; Lot 23 (Septic) is appurtenant to lot 23; Lot 24 (Septic) is appurtenant to lot 24; Lot 25 (Septic) is appurtenant to lot 25; Lot 26 (Septic) is appurtenant to lot 26; Lot 27 (Septic) is appurtenant to lot 27; Lot 28 (Septic) is appurtenant to lot 28. There is hereby established a non-exclusive access easement as shown on the recorded map which easement is for the purpose of access to said easement areas and which are appurtenant to lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28”.*
- *Additionally, regarding Lot 33, “30.(b) All costs of installation, repair and maintenance of said nitrification lines shall be born by the respective lot owners 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, their successors, heirs or assigns. Any damage caused by the installation, repair or maintenance of said lines in or to grass, trees, shrubbery, plants or other vegetation occasioned by such installation, repair and maintenance, shall be repaired by the party causing said damage, and the property shall be returned as nearly as possible to its original condition prior to said installation, repair or maintenance. No structures shall be allowed on such easement areas. This is a terminable easement and shall terminate two years after a private or municipally operated sewer system is available for connection to the Dominant Lot(s)”.*

22. There's a plant in the berm that I want to dig up and put in my yard. Can I transplant it to my yard? I own the property it's on.

- *No*
- *“28. There is hereby established, a non-exclusive easement for a landscaping/berm easement as shown on the recorded map as “40' berm esmt” on Lots 1 and 24-32, which easements are appurtenant to all lots in Red Birch. The Owner's Association shall have the right to create, modify, repair, maintain, or change said berm and to maintain said berm, and easement areas, including landscaping thereon. No lot owner shall interfere with said easement areas, nor remove, change damage or destroy the berm and landscaping located thereon, neither shall a lot owner plant any plants or otherwise alter said easement area without the written consent of the Owner's Association”.*

Resources used for compiling this FAQ came directly from the Red Birch Homeowners Association By-laws and Restricted Covenants which can be found on www.russellpm.com