

# **ELMWOOD HOMEOWNERS ASSOCIATION**

## **RULES AND REGULATIONS**

FEBRUARY 2023

### **GENERAL**

The following rules and regulations are designed to make living at Elmwood Subdivision, pleasant and comfortable for each member of the association. The restrictions and guidelines in place are for the mutual benefit of all. The cooperation and consideration of each member is vital to the success and well-being of our community.

**Unlawful Activity.** No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants of Lots. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress or egress in the event of fire, earthquake or other emergency.

#### **1. ASSESSMENT**

Dues are \$30.00 per month and billed quarterly. You may pay online - [www.reevesrealty.net/elmwood-subdivision](http://www.reevesrealty.net/elmwood-subdivision), by **Checks** or Money Orders payable to **Elmwood Homeowners Association**. A \$10 late fee will apply if not paid by the date shown on your payment coupon. **All fees pertaining to the collection of dues become the sole responsibility of the homeowner.** If you know you will be behind on your dues, please call the office to make a payment arrangement and to avoid legal action. Past due accounts will be turned over to our collections department.

#### **2. ALTERATIONS and SATELLITE DISHES**

Prior to any exterior alterations or additions (such as fences, etc.) an Architectural Change Request Form must be submitted to the Homeowners Associations for approval. A written reply to any request will be made within thirty (30) days from submission.

**Fences** may be maintained on portions of the lots only with the written consent of the Elmwood Homeowners Association as to location, material, and height, and the decision of such Association to approve or reject a fence shall be conclusive. The Elmwood Homeowners Association reserves the right to have a uniform fence requirement for all lots.

Authorized Fences: there are two (2) accepted types of fencing, wooden and white vinyl. Approved height no lower than 5 feet and no higher than 6 feet. The approved styles are:



The posts must be on the inside and should not be visible from outside the property. **IMPORTANT:** After the Architectural Change Form has been approved and prior to construction of the fence, the HOA requires a copy of the fence installation permit. The City of Raleigh requires a permit for fence installation.

Satellite dishes shall be allowed on the premises only in locations approved by the Elmwood Homeowners Association in writing, with type and style being submitted by the lot owner to the Elmwood Homeowners Association prior to approval. Large satellite dishes and communication towers will not be permitted. TV Satellite dishes less than 39.37 inches in diameter do not require approval as long as it is installed on your directly owned property.

### 3. **BUILDING DESIGN**

No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of every such building have been approved by the Elmwood Homeowners Association, in writing, as to conformity and harmony of external design with existing structures in the subdivision, including, without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation. In the event the Association fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Members of the Association shall not be entitled to any compensation for services performed pursuant to this covenant. Only brick and block foundations with crawl spaces shall be permitted. Manufactured and modular housing is: prohibited on all lots. With Elmwood Homeowners' Association's approval, a detached storage building may be built off site and transported to the lot. All single-family residences shall be stick built on site, except that panelized walls, roof trusses and pre- engineered floor joists are permissible with the Association's approval.

4. **DETACHED BUILDINGS**

Detached accessory buildings and detached garages must have their location approved by the Elmwood Homeowners Association. Nothing herein shall mean that the Elmwood Homeowners Association cannot withhold its approval of the location of a building, regardless of the fact that such building meets minimum Wake County setback requirements.

5. **PARKING**

**Non-compliance of the parking rules could result in fines from the HOA and the City of Raleigh.**

Property Owners Parking Rights. Unless otherwise permitted by the Rules and Regulations no boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle. (commercial vehicle being defined as a vehicle having advertising of the Owner's business or an employer's business shown thereon) shall be parked, stored or left (a) on any undesignated part of the Common Area, (b) in any parking space, (c) on any other part of a Lot, (d) or otherwise within the Property. This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant or any Approved Builder and their agents and contractors in the conduct of their business prior to the Completion of Sales.

No vehicle of any type which is abandoned or inoperative or unlicensed, shall be stored or kept on any part of the Common Area or on any Lot, and no automobiles or other mechanical equipment may be dismantled, or parts thereof stored on any said Lot. No vehicles of any type shall be parked on the sidewalk, nor shall vehicles of any type be parked or stored on any part of a Lot not improved for that purpose (i.e., a garage, driveway or parking pad), excepting occasional overflow parking for guests or other reasonable purposes **provided that no inconvenience is imposed on the Owners of other Lots.** No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Property, except in the case of emergency and except as may be permitted by the Rules and Regulations.

Travel trailers, campers, boats, and utility trailers will require Elmwood Homeowners Association's approval.

**There shall be a maximum of four (4) vehicles permitted per household for each Lot, provided no more than two (2) vehicles may be parked outside of the garage.** To enhance the streetscape in the Property, it shall be required that each owner park their vehicles in the garage on the Lot whenever possible. All garages shall be used primarily for the storage of vehicles. No vehicles of any type shall be parked on the sidewalk, nor shall vehicles of any type be parked or stored on any part of a Lot other than in the garage or driveway of such Lot, excepting occasional overflow parking for guests or other reasonable purposes **provided that no inconvenience is imposed on the Owners of other Lots.**

An Owner, his household or tenants shall not park any vehicle in any undesignated portion of the Common Area or overnight on the street rights of way within the Property, provided such private restriction relative to overnight parking is permitted by the Legal Requirements. Parking in any Common Area facility parking lot shall be limited to the hours of operation of such facility. Owners shall be subject to sanctions if the parking regulations are violated. Sanctions may include reasonable monetary fines not to exceed \$100.00 per day and suspension of the right to vote and to use any facilities within the Common Area after Notice and Opportunity for Hearing (except drainage rights and rights of access to Lots). In addition, the Association, will work with the City of Raleigh to ensure compliance. The Association shall have the right to require the Owners to register the license plate number of any vehicle of the Owner or any member of its household with the Association.

- **No vehicles should be parked in a manner that blocks another resident's driveway or sections of a resident's property on either side of their driveway. Any vehicle that blocks or impedes the exit or entrance to another person's property will be subject to fines.**
- **No vehicles are to be parked on the streets in a manner that impedes the smooth flow of traffic, including residents entering or leaving their residence.**
- No vehicles are to block the entrances to the subdivision.
- Parking in a Cul-de-Sac or Dead End. **No person shall park other than parallel to the curbing or shoulder of the roadway of a cul-de-sac or dead end unless such parking is officially marked and/or designated.**
- **No person shall park in a manner as to block a private driveway or impede a resident from safely accessing their private driveway.**

#### 6. AUTOMOBILE REPAIR

- Minor vehicle repairs (for example: oil changes, tire changing, spark plug replacement) are allowed; however, major repairs (for example: engine overhaul, transmission repair, brake replacement, rear end repairs) are not allowed.
- Vehicles are not allowed to be left on jacks or blocks. Flat tires should be repaired within three (3) days.

#### 7. GAS AND OIL TANKS

Other than an appropriately sized tank for a standard gas fireplace and tanks not exceeding 100 lbs, whenever any homeowner desires to use any fuel which necessitates the location of any tanks on the lot, all tanks shall be buried or hidden by an attractive structure before the closing of the permanent loan on said lot, the construction of said structures to be in accordance with specifications approved by the Elmwood Homeowners Association.

8. **NOISE**

Being considerate of our neighbors is important. Loud noises from televisions, stereo equipment, musical instruments, annoying pets, and other disturbances should be avoided at all times, especially between the hours of 11p.m. and 7 a.m. (Wake County Noise Ordinance Law). If a homeowner should be disturbed by loud noises, they can first attempt (if possible) to notify the disturbing party OR contact the City of Raleigh Police.

9. **SIGNS**

Only standard size “For Sale”, “For Rent” or alarm company signs are allowed on the property and only one sign of each type per home is permitted. Political signs are allowed but must not be installed more than 45 days prior to the election and must be taken down within 7 days after election.

10. **PETS**

Must be confined to their guardian's property or walked on a leash.

- **Pet owners are to complete a Pet Registration Form within fourteen (14) days after move-in OR seven (7) days after acquiring or bringing a pet into your home.** Pictures of all pets must be attached to the form.
- A copy of the registration form can be found at [www.reevesrealty.net/elmwood-subdivision](http://www.reevesrealty.net/elmwood-subdivision) or you can email [elmwoodhoa@reevesrealty.net](mailto:elmwoodhoa@reevesrealty.net) to request a copy.

Landlord owners are responsible for ensuring that their tenants are informed and in compliance with this pet policy.

No animals shall be raised, bred or kept on any Lot or the Common Area, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed a total of three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Owner.

If the HOA receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, including, but not limited to a complaint that an Owner's animal is being neglected, improperly treated, or not properly restrained upon such Owner's Lot, or if upon Common Area, not properly leashed, the HOA shall afford the Owner of such animal Notice and Opportunity for Hearing with the Board, and may require the complainant to present evidence of unreasonable annoyance, inconvenience or nuisance at the hearing, and if the HOA and the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, they may require that such animal be removed from the Property. Excepting domesticated cats, any time that an animal is outside, it must be on a leash and accompanied by the Owner, or some other person. Excepting domesticated cats, animals shall not be left unattended outside even when chained or contained inside a fence, except as may otherwise be approved in writing by the HOA. At no time shall animals be allowed to be chained or tied in the Common Area. Each

Owner shall also be responsible for cleaning up the feces of its animals both on its Lot and on the Property.

- Any inconvenience, damage, excrement, or unpleasantness caused by any pet shall be the sole responsibility of its owner.
- **All pets** shall be kept under the DIRECT control of their owners at all times and shall not be allowed to run free or otherwise interfere with the comfort and convenience of any resident or guest, NO EXCEPTIONS. PET OWNERS ARE TO PICK UP AFTER THEIR PETS REGARDLESS OF WHERE THEY DEFECATE.

Any owner, resident or managing agent personnel observing an infraction of any of these rules, should discuss the issue in a neighborly fashion with the pet owner, in an effort to secure voluntary compliance.

If the issue is not addressed satisfactorily, the complaint must be put in writing and sent to the HOA management company.

## 11. RESIDENTIAL DWELLINGS

Each home shall be used for residential purposes only. All signs advertising any businesses are prohibited. Home offices are allowed.

- a) The business is conducted by the homeowners or occupants of the house.
- b) Vehicular traffic associated with said business must be kept to a minimum, as determined solely by the Elmwood Homeowners Association.
- c) Examples of in-house businesses are general contractors, real estate agents, architects, and other such similar professionals.  
In-house daycare is prohibited. No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Except as herein above provided, no signs or billboards shall be erected or maintained on the premises other than temporary For Sale signs. No trade materials or inventories may be stored or regularly parked on the premises.
- d. **WINDOW COVERINGS:** All window coverings visible from the exterior of the building must be white or off-white. The use of bed sheets, blankets or other materials not specifically made for the purpose of covering windows is prohibited. Foil or light reflective materials shall not be placed or maintained in windows or glass areas, and these or similar materials shall not be installed anywhere else on any structure or erected on the common elements.

12. **MAILBOXES**

Federal Law prohibits any unauthorized entry of mailboxes and any flyers or postings of any kind to be affixed to the mailboxes. Any person in violation could be reported to the Federal Postal authorities.

13. **HAZARDS**

The discharge of firearms, fireworks or any other noise making device is prohibited at any time. If this occurs, contact the City of Raleigh Police.

14. **COMMON AREAS**

Every homeowner should protect his interest in the common areas. Please do not abuse these areas by way of littering or in any way restricting the enjoyment of these areas.

15. **CLOTHES LINES**

Clothes lines of any kind are prohibited. This also includes porch or patio.

16. **TRASH, TRASH RECEPTICLES AND VEGETATION**

- Trash receptacles (including recycling) should be placed for pick-up, no earlier than the evening before pick-up is scheduled. Trash receptacles (including recycling) should be brought back and stored within 24 hours of trash collection.
- STORAGE - receptacles should be stored either in the garage or behind the home and stored in a manner that they are not visible from the street. The City of Raleigh rules concerning trash are to be followed.
- NO resident should place trash in another resident's receptacle without the expressed permission of that resident.
- **NO BULK ITEMS** (mattresses, furniture, boxes of clothes or other household items) are to be dumped anywhere in the subdivision. If you have bulk items, contact the City of Raleigh waste management department and make arrangements for them to pick-up your bulk items, then email the HOA with the information.

**ANYONE CAUGHT DUMPING BULK ITEMS WILL BE FINED \$150.00**

No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Lot or the Common Area, except in sanitary containers located in a garage or, if there is no garage, in an appropriate area screened and concealed from view (except for the periods immediately preceding and subsequent to pick up by the applicable disposal service). No weeds, vegetation, rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Property which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity, except as is temporary and incidental to the bona fide improvement of any portion of the Property.

Job site debris shall be removed from all Lots at least weekly. Grass, hedges, shrubs, vines and mass planting of any type on any single-family lot or any portion of the property shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed. No leaves, trash, garbage or other similar debris shall be burned except as permitted by the appropriate governmental authority.

17. Nuisance. No noxious or offensive activity shall be carried on in or upon any part of the Property nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Property or unreasonably interfere with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his or her Lot which would result in the cancellation of insurance on said Lot or any other residence or any part of the Common Area or which would be in violation of any law.

18. Outbuildings, Yard Art, Gazebo, Trampolines, Awnings, Freestanding Flagpoles and Above-Ground Pools. Except as may be permitted by the HOA, no Owner shall construct, install, erect or maintain upon any Lot any outbuilding, yard art, storage shed (unless erected by Declarant or an Approved Builder), gazebo, trampoline, awning or freestanding flagpole (provided, flags may be displayed using a bracket or other approved device mounted to a dwelling so long as the size of the flag displayed does not exceed a standard size as same may be determined by the HOA. In no event shall any outbuilding, storage shed, gazebo, or trampoline be constructed on any Lot in the front or side yards, as determined by the building lines applicable to the Lot. No above-ground pools (except for wading pools no deeper than 2 feet tall and no wider than 10 feet in diameter, which shall be regulated by the HOA) shall be allowed or approved by the HOA on any Lot. Wading pools shall only be allowed during appropriate weather and must be emptied and stored when not in use.

19. **LAWN**

No rubbish should be allowed to accumulate on the lawn, all trash, litter and pet excrements should be picked up prior to the landscapers mowing the lawn.

20. **HOME EXTERIOR**

The exterior of your home should be free of all clutter and any other eyesores. No motorcycles, or recreational vehicles, (four wheelers, etc.) should be kept on the porches.

21. **INTERFERENCE WITH PEDESTRIAN OR VEHICULAR TRAFFIC**

No person may walk, stand, sit, lie, or place an object in such a manner as to block passage by another person or vehicle, or to require another person or driver of a vehicle to take evasive action to avoid physical contact.



22. **DEFACING PROPERTY WITHIN THE COMMUNITY**

No defacing or destruction of common property will be allowed. Any person causing damage to any community property shall be responsible for the cost of its replacement or repair. If such person is a tenant, guest or family member of an owner, the owner be responsible for the cost of replacement or repair.

23. **INTERFERENCE WITH RESIDENTS' PEACEFUL ENJOYMENT**

No resident should disturb or disrupt another resident by engaging in any recreational activity within another resident's defined owner space. This includes, but is not limited to, setting up skateboard ramps, bike ramps, throwing a ball against the wall of another resident's home, without the expressed permission of that resident.

24. **RENTERS**

**It is the responsibility of all Landlords to provide a copy of all current leases to the HOA. All Landlords are required to give their tenants a copy of the Association's Rules and Regulations.** If during the term of a lease the information on the resident changes, or the unit acquires a new lessee, the landlord must update the HOA within fourteen (14) days of such change.

- Renters shall be properly informed by the owners and/or designated agent that they must comply with the rules, regulations, and documents of the Association. It is the responsibility of the owners and/or their designated agents to ensure that their tenants comply with all Rules and Regulations of the community. The HOA will work directly with the owners and/or their designated agent, not the tenant.
- Property damage to any common area by a renter will be charged to the respective owner/landlord.
- Any curbside trash to include but not limited to any type of furniture, piles of trash or other household items left by renters vacating the property will be moved at the owner's expense.

25. **COMPLAINTS/CONCERNS**

All correspondence, including complaints **must be submitted in writing by mail or email** to [elmwoodhoa@reevesrealty.net](mailto:elmwoodhoa@reevesrealty.net), 742 McKnight Dr. Ste. 201 Knightdale, NC 27545 with the complainant's contact information. We will not respond to complaints made by anonymous callers. Submit your complaint in writing, with your contact information and you can then follow up with a phone call. All complaints will be treated with confidentiality. If, based on the complaint, it is deemed necessary to disclose the complainant, we will first contact the complainant for written permission before disclosing their information. The complainant decides whether to proceed or drop complaint. Please ensure your complaint centers around the rules and regulations.

**26. FINES**

By complying with N.C.G.S. 47F-3-107.1, the Board may impose fines against any lot for a violation of these covenants. Such fines shall be a lien against the owner's lot. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fine. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the association may otherwise be legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the association might otherwise be entitled to recover by law from such owner. Fines shall be as follows:

1. First noncompliance or violation: a fine of not less than \$50.00.
2. Second noncompliance or violation: a fine not in excess of \$100.00.
3. Third and subsequent noncompliance or violation or violations that are of a continuing nature: a fine of not less than \$10.00 per day for continued violation or non-compliance.

**The HOA reserves the right to adjust fines for ongoing violations, including per diem fines if not corrected.**

**The HOA reserves the right to amend the Rules and Regulations at any time.**

**HELP US MAKE THE ELMWOOD SUBDIVISION A SAFE AND DESIRABLE PLACE TO LIVE!**