

Rules & Regulations

THE OAKS REGIME, INC.

RULES & REGULATIONS

2025

To Our Oaks Neighbors:

A common reason for residents to choose life at a Condominium is to leave behind the various responsibilities for looking after a house and yard – home maintenance and yard care. These responsibilities also exist at The Oaks. We have simply delegated them to our management company, our contractors and the many Oaks volunteers. The “house” we are caring for includes 69 buildings, 198 units and a 47 acre “yard.”

All major rules and regulations in your directory are organized into five key areas: Building Maintenance, Grounds Maintenance, Clubhouse Operations, Risk Management (formerly Community Concerns) and Monthly Assessments. We hope you will find this format useful and easy to follow.

The Oaks Rules & Regulations are specifically authorized under the Articles of Incorporation of The Oaks Regime, Inc. When we purchase a unit at The Oaks, we accept a contractual obligation to abide by these Rules and any such revisions that may follow.

These Rules represent our mutual commitment to maintain the combined value of our property and the quality of our day-to-day life. Equally important, they represent the mutual courtesies and responsibilities that we owe our neighbors and that they owe us.

Your Board of Directors

RULES AND REGULATIONS

All Unit Owners and Tenants as well as their guests and invitees must comply with the Rules and Regulations and governing documents of The Oaks. Unit Owners and Tenants are responsible and will be held liable for the actions of their guests and invitees. Violations of the Rules and Regulations and /or other governing documents, whether by Owner, Tenant or their guests or invitees, can result in the board of Directors taking enforcement action against the Owner and/or Tenant.

I. Building Maintenance

A. General (See Annex A pg 40)

The Building Maintenance Committee (BMC) operates within the following policies established by the Board of Directors.

Homeowners and/or residents shall not have any interaction with contractors as they are doing work for the association. If you have any questions regarding any work being done please contact IPM and they will notify the appropriate board member to have your question answered. All contractors have been given a task to do and the association expects that task to be completed. The director in charge of the contract will be responsible to provide instructions to the contractors.

- 1. Unauthorized** changes made to Common or Limited Common Elements must be removed at the owner's expense.
- 2.** Costs of any approved exterior building modifications made at an individual owner's request shall be paid for by the owner.
- 3.** Unit owners may appeal any committee decision to the Board of Directors.
- 4.** It is the owner's responsibility to promptly report any issue that will cause further damage to the interior and/or exterior of the unit. This

applies to units which are owner occupied, rented or vacant. Failure to promptly report such issues ***shall result in the owner bearing the costs to repair any damages if the Board of Directors deems that the damages could have been avoided by the owner taking immediate action.***

B. Procedure for Requesting Non-Routine Exterior Repair and Maintenance Work.

If you need assistance with building maintenance problems, please call IPM (828-650-6875) or go online and enter your Maintenance Request directly into the **ipm.cincwebaxis.com** system. For emergencies, call the IPM number above, emergencies being those conditions that pose an imminent threat to life or property. Non-emergency repairs will be consolidated as much as possible to reduce cost.

If your request involves woodpecker holes in your building, please do not open a formal Maintenance Request. Rather, you should please place a call directly to IPM and ask them to put you on the Woodpecker Holes list and a consolidated work order will be opened when there are enough units needing repair.

C. Architectural Changes

1. The following architectural changes, **AT OWNER'S EXPENSE**, are permitted with specific approval from the ARC, BMC and Board of directors. (Note: No approved changes shall serve to expand, extend or diminish other ownership rights or obligations stated in the Declaration of The Oaks Condominium or By-Laws of The Oaks Regime, nor is approval by an additional change granted.) Owners are responsible for the after installation maintenance of the items in this list marked with **.

a. Exhaust fans. **

- b.** Additional roof gutters and gutter covers not provided by regime. They must be compatible with the existing or previous gutters/ covers. **
- c.** Screening of the “A” section of carports. **
- d.** Rear deck screening (under the roof line only) for the purpose of creating a screened-in sitting area. **
- e.** Screened rear decks must have a screened door or a combination storm/screen door, with no muntin’s, to provide access to unscreened areas. They must be compatible in color with storm/screen doors in The Oaks. **
- f.** Roof extensions over deck to permit screening of the deck. Such extensions shall extend 2 feet beyond deck railing.
- g.** Storm/screen doors: They must be compatible in color with the storm/screened doors in The Oaks. **
- h.** Addition or relocation of doors and/or windows. New installations on decks must be compatible with existing deck door and must have a clear glass panel with no muntin’s. **
- i.** Sun tunnels that are code compliant & approved by BMC. **
- j.** Screening on side decks on lower stacked units. **
- k.** Ramps and other appropriate modifications to make the unit accessible to physically handicapped residents: If the unit is sold, it is the Owner’s responsibility to remove the modifications unless retention is specifically requested and medically required (Request signed by Doctor) by the buyer who assumes all subsequent maintenance responsibilities. This request must be approved by the ARC, BMC and the Board of Directors. **
- l.** Storage or workshop facilities located beneath the living quarters. **

m. Addition of mushroom lights for individual units. If approved, maintenance and bulb replacement are the responsibility of the owner. **

n. Replacement of water heaters originally in a unit's crawl space with exterior water heaters. **

o. Enclosing screened porches with removable 3/16" clear plastic or more permanently installed slider or casement type windows, dark brown in color inside and out above the railing and tempered safety glass panels below the railing without altering the external architectural appearance. Color samples to be submitted with application. No muntin's (grilles) will be approved. Details will be in the specifications approved by ARC and BMC on receipt of application. All windows must comply with building codes. The permanently enclosed porch may be connected to the unit's HVAC system provided the construction complies with current building codes. No window air conditioners are permitted. See Request to Change form found in the Clubhouse. **

p. For all enclosed or screened in porches, paint colors for **all** interior walls, ceilings, railings and pickets shall be restricted to The Oaks approved exterior stain color. **NO EXCEPTIONS** will be granted.

q. OTARDS: Authorization is given for approval of satellite dish installations at The Oaks to the Chairman of the Building Maintenance Committee, and in his absence, the Director of Building Maintenance. When both are absent, a member of the BMC will be designated by the Chairman. **Current satellite dish installations as of the publication of this document will be grandfathered in until the service is no longer required or the current tenants move out. The removal of such satellite dishes will be at the owner's expense.**

Requirements that must be followed:

1. Complete an Architectural Change Request (yellow sheet) and submit it to the BMC for approval prior to contracting for a satellite dish. **Note: this is a one-time approval for installation location and is**

not valid for subsequent installations. The approval process must be repeated if you change satellite dish providers or upgrade your current system requiring a new satellite dish installation.

2. Requirements for license, insurance, etc. as set forth in The Oaks Declarations and By-Laws are applicable.

3. No installation of a satellite dish or its supports is permitted on The Oaks common property and is limited to that property designated as for the exclusive use of the resident. This limits installation to the side and rear decks of units with no portion of the installation overhanging the deck. Satellite dishes will no longer be permitted on common property such as building fascia, siding, privacy walls and deck posts.

4. Cables must enter the building through the unit's crawl space under the deck and will not be permitted on the common property exterior of the building.

5. When no longer in use, the satellite dish must be taken down. If the unit is being sold, the satellite dish must be taken down prior to closing. The BMC can arrange to have this done at the owner's expense.

6. The cost to repair any damage caused by a satellite dish or its supports is the responsibility of the owner to bear.

7. IF YOUR SATELLITE DISH INSTALLER CANNOT FOLLOW THE ABOVE RULES, DO NOT LET HIM PROCEED. CONTACT BUILDING MAINTENANCE IMMEDIATELY. DON'T PUT YOURSELF IN THE COSTLY POSITION OF HAVING TO RELOCATE THE INSTALLED SATELLITE DISH AND/OR POSSIBLY CANCELLING YOUR SATELLITE DISH CONTRACT.

r. Prior to the removal, addition or alteration to an interior wall of a unit, an Architectural Change Request must be submitted to and approved by the BMC in order to ensure that such modification will not result in compromising the structural integrity of the unit.

s. Sump pumps **

- t. Ceramic tile on entrances, screened porches / exposed decks **. ***These must be approved by the BMC before installation. An inspection by a PE to determine if the load can be carried by the support system may be required.***
- u. Alteration of privacy wall or railings.

2. Procedures For Requesting Architectural Changes

- a. For any architectural change, a yellow “Request for Architectural Change” form must be filled out and filed with the BMC. Blank yellow sheets can be found in the Clubhouse front lounge on a small table located on the right of the doorway as you enter the lounge from the front foyer of the building. Return your completed yellow sheet to the bottom folder on the same table in the lounge and it will be picked up by the BMC for action.
- b. All specifications must be provided and conform to the Request for Change requirements.
- c. The owner must furnish a detailed construction plan, a proof of adequate liability and workmen’s compensation insurance coverage as required by North Carolina from the contractor and a building permit if required by city code.
- d. If a requested change is approved by the BMC, the Management Company will notify the owner of the proper steps to take to commence the work. No work is to start until the owner receives approval in writing from the Management Company.
- e. Owner must submit to inspection by the BMC upon completion.
- f. All warranties must be made out to The Oaks Regime, Inc. and placed on file with the Management Company. The owner must retain a copy.
- g. Approved Architectural Change Requests are valid for six (6) months from date of approval. If no action has been taken on the request during this 6 month time period, the request is cancelled and

the owner must resubmit the request before any work can be accomplished.

D. Architectural Standards and Control

(Article 15, p. 24 of Declaration)

No owner, occupant, lessee, or lessor or any other person may make any encroachment onto the Common Elements, exterior change, alteration or construction (including planting or landscaping in any form), nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings or any Common Element or on any place or thing in the Condominium visible from the outside of a Unit, without first obtaining written approval of the Board of Directors of the Association or its designee. The Board may establish general exceptions to this section in duly adopted Rules and Regulations.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions.

The restrictions in this section dealing with things within a Condominium that are visible from the outside of the Unit do not include normal window coverings or normal household furnishings. These restrictions do include anything that detracts from the overall appearance of the Unit, or are out of keeping with the general appearance standards of The Oaks, to be determined at the discretion of the Board.

E. Freeze Damage and Mold Protection

- 1.** If a unit is vacated for an extended period of time (one month or more) the owner must make arrangements to have the unit inspected periodically. Prior to vacating the unit, please also contact IPM and inform them as to the dates of your planned absence.
- 2.** During Winter months the unit owner is required to keep heating equipment in good operating order.

3. To minimize the risk of freeze damage, (a.) and (b.) must be followed:

a. From October 15 to April 15 units must maintain temperature at a minimum of 55 degrees F.

b. If a unit is vacated for extended periods (one month +) during the above mentioned period, plumbing must be "winterized" by draining the pipes.

4. To minimize danger of mold all units should maintain temperatures no higher than 80 degrees from April 15 to October 15.

F. Plumbing Systems Protection

Whenever the unit is left unattended for an extended period, the plumbing system should be secured against possible failure. This would involve, as a minimum, closing the water supply valve for the unit.

G. Power Generators

Natural gas powered generators may be utilized within The Oaks with written permission from the Board of Directors. Such generators must meet the specifications as outlined by the Building Maintenance Committee, and their placement must be approved in advance of installation.

H. Firewood

All firewood should be stacked on concrete blocks, the pavement, or in metal wood racks, and not in contact with a wooden structure and/or ground.

I. Insurance Claims

Owners should notify the Management Company and the Building Maintenance Director immediately of potential claims against the master insurance policy. The Management Company and the Insurance committee will handle the processing of the claim.

J. Extended Warranty Claims

The BMC and the Management Company will handle such claims.

K. Rental of Units

1. An owner is required to inform the Board of Directors and the Management Company in writing of the intention to rent the unit.
(Article 13.2 By Laws)

2. An owner who is leasing a unit or renewing a lease after September 1, 2012, shall include *The Oaks Regime, Inc. Amendment to Rental Lease Agreement* as part of any agreement. The unit owner shall provide a signed copy of *The Oaks Regime, Inc. Amendment to Rental Lease Agreement* within 30 days of signing a lease for renting of a unit.

3. Failure to provide a copy of a signed copy of *The Oaks Regime, Inc. Amendment to Rental Lease Agreement* within 30 day of signing a lease for renting of a unit may result in a fine of \$100.00 per month until a signed copy is provided.

4. All rental leases must be for a term of not less than six (6) months except by written permission of the Board of Directors in its sole discretion. (The Oaks Declaration: Article13.1)

5. Tenants are encouraged to participate in all Oaks activities and use the facilities on the same basis as owners/residents. They are also required to conform to all rules & regulations as owners/residents.

6. Owners must notify the Chairperson of BMC, Communications Director and Management Company when the unit is first rented, giving name, telephone numbers and e-mail address (if available) of the renters and any agent representing the owners.

7. As stated previously, it is the owner's responsibility to promptly report any issue that will cause further damage to the interior and/or exterior of the unit. Failure to promptly report such issues *shall result in the owner bearing the costs to repair any damages if the Board of*

Directors deems that the damages could have been avoided by the owner taking immediate action. While the owner may pass this reporting responsibility to a renter, realtor or both, the financial liability associated with “failure to report” damages remains with the owner.

L. Housekeeping and Maintenance Responsibilities

1. Homeowners have the responsibility to maintain limited common areas free of mildew in between painting cycles (seven years). Repairs resulting from the lack of such maintenance can be charged to the owner.
2. Included with the Owner’s housekeeping and maintenance responsibility is the requirement to timely report any problems that could create further damage if not reported. Failure to timely report any problems such as ceiling leaks, etc., can result in the owner being charged for the extended repairs.

M. Vacant Units

The owner must arrange for inspection of the interior and exterior of the vacant unit at least once every six months and report to the BMC any conditions requiring attention/repairs by the Regime. If the owner or his agent fails to make these inspections and reports, the owner must assume full responsibility for any resulting damage and the cost of repairs.

II. Grounds Maintenance

A. Policies

These are general rules. No attempt is made to cover every possible situation. The purpose of these rules is to insure that the natural beauty of The Oaks remains intact. While the Board recognizes the desire for personal expression, our goal is to maintain a certain continuity throughout the neighborhood. Therefore any outside decorations that are, in the opinion of the Board through its Ground Maintenance Committee, not in keeping with the general décor of the

rest of the neighborhood, or will interfere with any grounds maintenance activities will not be allowed. Any appeals to the decision of the GMC must be made in writing to the Board of Directors.

Homeowners and/or residents shall not have any interaction with contractors as they are doing work for the association. If you have any questions regarding any work being done, please call IPM (828-650-6875) or go online and enter your request directly into **ipm.cincwebaxis.com** and your questions will be answered. All contractors have been given a specific task to do and the association expects that task to be completed. The director in charge of the contract will be responsible to provide instructions to contractors.

The Grounds Maintenance Committee (GMC) operates within the following policies approved by the Board of Directors:

1. All requests for change, improvements or maintenance of Limited Common Areas should be made through a maintenance request. **Limited Common area is the area immediately in front of each unit. It includes the planting area out from the front wall of the unit to the sidewalk to the carport and any small island on the other side of that walk. It also includes the planting area from the unit front wall out to the guest parking area. Units without a carport sidewalk but with a deep front planting area (such as units with a garage) shall have a Limited Common area out 25' from the unit front wall and the remainder of area out to the street will be considered Common area. Stack unit Limited Common area will be the narrow strip of planting area from the retaining wall out to the sidewalk running along the fronts of the carports.** Call IPM (828-650-6875) or go online and enter your work request directly into The Oaks web site **ipm.cincwebaxis.com** All such requests will be considered by the GMC and decisions will be based on budget and appropriateness to the overall landscaping plans and maintenance. Residents will be notified of the decision made by the GMC.

2. Unauthorized changes made to Common or Limited Common elements must be removed at the owner's expense. Unauthorized use of outside vendors to alter Common or Limited Common elements is prohibited.

B. Decorations

1. Modest floral decorations (live plants only) may be placed on any deck visible from the street providing they do not obstruct the View of the owner's unit sign. Plantings placed on top of **SHORT** privacy walls or railing caps may be no more than 2 feet high, including the container and the container must compliment the paint color of the building. Care should be given that the rails are not damaged from drainage and containers must be elevated to allow air circulation. No commercial nursery plastic type containers may be used. Trellis plantings which interfere with building staining are not allowed.

2. Modest container plantings will be allowed in the Limited Common Area provided they are compatible with the color scheme of the building and the total height of the container and plant does not exceed 3 feet high. No tropical or exotic plants are allowed.

3. Hanging baskets of live plants are permitted on carports. Other items such as bird feeders and small birdhouses will be allowed in the limited common areas so long as they are not excessive and not damaging to trees. Wind chimes are only permitted with neighbor approval.

4. National and state flags up to 3'x 5' are permitted provided they are in good condition and placed on a suitable bracket on the unit wall, carport post or railing and are removable. One small decorative flag no larger than 2' X 2' may be displayed in the Limited Common Area. It may not be attached to a structure.

5. Modest Seasonal decorations are permitted on decks and Limited Common Areas. Holiday decorations may be put up no more than two weeks prior to the holiday, must be removed within one week after

the holiday, and holiday lighting is not permitted with the following two exceptions:

- Colorful holiday lighting and decorations related to the December holidays are permitted in the period from Thanksgiving Day through January 15th.
- Modest seasonal lighting is permitted from October 1st through March 30th.
- During the above two periods, exterior lights may be strung on Limited Common area trees and shrubs near the unit. Lighting may be strung only around the front entrance door and front deck railings or privacy walls.

No lighting or decorations (other than wreaths) may be physically attached to any exterior building/carport/garage surfaces such as fascia boards, walls, window trim or gutters.

6. No more than two (2) garden statues or birdbaths (not to exceed 24" in height and width) are permitted on Limited Common/Common ground and must be in muted natural colors. These items must be located so as to avoid conflict with grounds maintenance.

7. No plants, planters, statues or any other objects are permitted on front deck stairs. Pathway to front door must remain clear for emergency personnel.

C. Plantings

1. Herb planting is allowed only in containers on decks.

2. Fruits and vegetables in containers and hanging tomato plants are only allowed on decks and shall not be visible from the street.

3. Modest annuals and perennials not to exceed 3-4 ft. in height are permitted on the Limited Common Area. **Roses are permitted in containers only.** Owners are responsible for maintenance and any damage to underground utility lines. These plantings must be kept neat and orderly. Present owners are responsible for annuals and perennials whether they planted them or not.

D. Feeders

Enclosed (store bought) Bird feeders are permitted. They must be placed so that they do not interfere with grounds maintenance or cause deterioration of decks. Bird feeders are limited to 2 feeders per unit and must be removed when directed by the Board of Directors to ensure community safety. **Feeding of wild animals is never permitted. Domestic animals must be fed indoors.**

E. Common Elements

No umbrellas, ornamental displays, outdoor furniture or grills are permitted in the common elements.

F. Snow Removal

- 1.** The Regime is responsible for snow Removal from the streets within The Oaks when it is determined by the BMC or an appointee that conditions warrant removal.
- 2.** The Regime is not required to remove snow from decks, steps or other Limited Common Elements used by owners/residents

G. Signs

1. Unit Signs: The Oaks is responsible for procuring individual unit signs through the management company at the owner's expense. The sign may include name and number or number only. The Name on the sign must be the name of the resident. Owners are responsible for maintaining signs.

2. No sign may be placed on Common/Limited common property unless specifically approved by the Board of Director's. This approval will not be unreasonably withheld.

3. No sign shall be displayed on the exterior of the building or any Common Element or on any place or thing in the Condominium visible from the outside of a unit, without first obtaining written approval from the Board of Directors.

The following exceptions are approved:

=> "Open House" signs are permitted. These are allowed only during the advertised Open House hours. Maximum of 3 signs during open house to be installed no more than 15 minutes before and after the advertised Open House.

=> Security signs measuring not more than 14" x 14." One sign may be placed next to the front steps of the unit and another in the back of the unit. Maximum number of signs is two.

=> Owners are allowed to erect one political sign with the maximum dimensions of 24" x 24" on their Unit or on the common elements in front of the Owner's Unit. The political sign may only be erected forty five (45) days before the election and must be removed seven (7) days after election day.

H. Housekeeping

No drying or airing of clothing, rugs, blankets, etc. is allowed on decks or railings. Limited Common areas and decks must be kept neat and no items may be stored in view of the street.

I. Hoses

Garden hoses must be properly stored, when not in use, in a neat and compact manner.

III. Clubhouse Operations

General

1. Hours: Residents and their guests may use the Clubhouse, Pool and Spa between the hours of 6:00 AM and 9:00 PM Sunday through Saturday except for Tuesday morning. Residents may use the Clubhouse, Pool and Spa on Tuesday between the hours of 12:00 Noon and 9:00 PM. Users of the Clubhouse and its facilities must vacate the Clubhouse no later than 9:00 PM nightly unless the Board of Directors has approved the use of the Clubhouse for later hours.

2. Smoking: Smoking is not allowed in the Clubhouse. Smoking is permitted in designated areas outside the Clubhouse.

3. Animals: No animals, with the exception of registered service animals, are permitted inside the Clubhouse.

A. Monitors

The Clubhouse will be checked each night by a monitor who is a resident of The Oaks.

B. Library

1. A library of books and puzzles is maintained in the Clubhouse. It operates on the honor system with no check out cards to fill out. You may borrow from the library for any length of time and return the items to the library when you are finished.

2. Contributions of current books and puzzles are welcome. Please see that the donations are in good condition and that the books will fit on the shelves and are not “coffee table size.” Place donated books and puzzles in the labeled donation box and they will be processed by the librarians before being placed on the shelves.

C. Clubroom

1. General Rules Regarding the Use of the Clubroom:

- a.** Loud music is prohibited.
- b.** The audio system may be operated only by those who have been instructed in its use or by a designated resident.
- c.** Doors onto the balcony of the Clubroom must be kept closed.
- d.** Refer all requests for hiring special activity instructors to the Board of Directors
- e.** The Clubroom and its kitchen equipment and supplies are intended for functions, social events, and meetings exclusively for residents of The Oaks, subject to the approval of the Director of Clubhouse Operations.
- f.** Any resident using the clubroom and its equipment for functions/events assumes all liability for any injuries sustained by a guest arising out of the event.
- g.** It is the responsibility of anyone using the Clubhouse to clean up immediately following the event and empty all waste baskets into the outside receptacles.
- h.** New recurring events can be added to the Clubhouse schedule following approval by the Board of Directors. In order for approved recurring Clubhouse events to be shown on the monthly calendar for The Oaks, they must be open to all Oaks residents.

2. Private Functions

- a.** Private functions include social events such as luncheons, teas, dinners, receptions, games, etc.
- b.** The clubhouse facilities are maintained for the private use of the residents of The Oaks, The Board of Directors does not grant permission for any outside organization to which the resident may belong to meet for any activity connected with that organization.

3. Procedure to Request Use of Clubroom for a Private Function:

- a. Residents wishing to use the Clubroom (does not include any other area of the Club House) in conformance with the above conditions shall complete an Agreement/Request form that is available from the current Club House Director.
- b. The completed form is to be submitted to the Director of Club House Operations for consideration.
- c. Following approval the person making the request will be notified and the event will be entered on the Clubroom calendar.

***Note:** A \$100 refundable security deposit is required at the time the Agreement/Request Form is submitted for approval (check payable to The Oaks Regime,) A member of the Social Committee will inspect the Clubroom facilities with the host prior to the event and immediately following, at which time the deposit will be returned if conditions are satisfactory. Should cleaning or repairs be necessary, the cost will be deducted from the deposit and the residual deposit will be refunded when work is completed. Any expenses over and above \$100 are the responsibility of the resident host.*

D. Guest Use of Facilities

1. All guests must comply with all rules of The Oaks. Violation of these rules by guests could result in revocation of the resident's guest privileges.
2. Residents are responsible for the actions of their guests.

E. Pool & Spa

1. General Policies:

- a. The swimming pool area is generally maintained for the use by Oaks residents and their over-night guests. In addition, Oaks residents may bring two guests (other than overnight guests) to the pool provided these guests are accompanied by an adult resident of the

Oaks household. Adult children of residents are not considered adult residents for the purpose of this article.

b. All exterior doors to the pool area must be kept closed at all times.

c. Any owner/resident using the pool is responsible for securing all doors and turning off lights in the locker room and pool areas when leaving the building.

2. The following rules have been adopted after giving consideration to safety and health factors and allocation of time available to allow an orderly and fair use of the facility:

a. Hours: The hours and a schedule of pool activities are posted in each locker room and other locations in the Club House.

b. Safety:

1. No lifeguard or attendant is on duty; therefore, users swim at their own risk. Swimming alone is unwise and strongly discouraged.

2. Children under age 16 must be supervised by an adult at all times.

3. The following prohibitions must be observed. No diving, running, boisterous or rough play, wheeled toy vehicles, glassware, breakable items, loud music, animals, electrical equipment of any kind: subject to anything prohibited by ordinances and regulations.

c. Health:

1. A shower in the Clubhouse is required before entering the pool or spa.

2. Children not toilet trained are **not allowed** in the pool.

3. Unsupervised use of the spa by children under 18 is prohibited.

4. Persons wearing bandages are not permitted in the pool or spa.

5. Street clothes and shoes should be left in the locker room.

F. Golf

- 1.** The “fairways” and “greens” are designed to complement the overall beauty of The Oaks while providing a limited golf practice facility. The grounds are to be used mainly for short shots (140 yds. or less) pitching and chipping.
- 2.** The mats adjacent to the Clubhouse must be used for iron and wood shots. The only exceptions are when hitting chipping or pitching shots around the two target areas.
- 3.** Do not hit over or across other players or walkers.
- 4.** Residents may invite guests to join them in using the golf facility.
- 5.** Should the area become crowded, and if others are waiting to practice, players should limit their use of a given area to thirty minutes or be willing to share.

G. Tennis and Pickle Ball Courts

- 1.** The tennis and pickle ball courts are for the use of residents and their guests. With the exception of guests staying at The Oaks, at least one resident must be on court at all times. The courts are to be used for tennis and pickle ball only.
- 2.** All gates to the court shall be locked when not in use. Residents may obtain a key to the front gates by contacting the Club House Director or the Tennis Court Coordinator. The resident is responsible to duplicate the key and return the original. Players are responsible for locking the gates when they leave.
- 3.** Court usage is on a “first come, first served” basis, with the exception of Oaks scheduled events as noted on the monthly newsletter calendar. As play on the tennis and pickle ball courts can often overlap, if one type of court is in use, players wishing to use the other court must get approval from the players already present. If denied, the time limits set forth below apply.
- 4.** If players are waiting to use the courts, singles play is limited to one (1) hour and doubles play to 1½ hours.

5. Proper tennis attire and flat rubber-soled tennis shoes must be worn. Shirts are required. Radios, tape players, glassware and breakable containers are prohibited. No food, alcohol or smoking or pets are permitted on the courts.

6. Do not loosen the tension of the nets.

H. Shuffleboard Court

1. The shuffleboard courts are for the use of residents and their guests.

2. Shuffleboard equipment is normally kept in the storage closet off the Clubhouse Library.

3. Court playing surfaces must not be abused.

4. Sweep the courts before playing.

5. Do not play on a wet surface or use the court broom on a wet surface.

6. Do not walk on the court playing surface.

7. There shall be no “hard” shooting. This destroys the equipment and is dangerous to participants and observers.

8. Court usage is on a “first come, first served” basis under the honor system. When other players are waiting court time shall be limited to two (2) 75 point games or one (1) hour, whichever comes first.

9. Players are responsible for returning equipment to the Clubhouse storage area after each use.

IV. Risk Management (formerly Community Concerns)

A. Animals

1. New owners moving into the community for the first time are allowed to have two pets provided a request for multiple pets is approved by the Board. It is our custom to approve these requests. However, if a pet passes away, owners agree to follow the one pet

policy. Any request for an exception to this rule must be made in writing to the Board, including the rationale for the requested exception. Exceptions to this rule may be made by the Board at its sole discretion.

2. Any dog which has a previous bite history or displays vicious or dangerous tendencies is not permitted. Specific breeds not permitted are American Staffordshire Terrier (Pit Bull), Chow, Presa Canario, Doberman Pinscher, Rottweiler, Shar-Pei or Wolf Hybrid. Wild, exotic, non-domesticated or dangerous animals are not acceptable. There are no exceptions to these breed limitations (Information provided by the Insurance Institute).

3. Dogs and cats are to be leashed at all times and walked in areas away from units. Pets are not allowed to roam free.

4. Leashed pets are not allowed to be walked on the golf "green."

5. Pet owners must remove deposits of animal waste from the common/limited common area and dispose of it in trash receptacle at owner's unit or the receptacle provided at the Clubhouse (near the shed and the Golf Practice area).

6. Barking **must** be controlled.

7. The Association does not allow feeding ducks, wild or stray animals of any kind. **To avoid attracting unwanted animals, food for animals is not permitted on decks, porches or common/limited common ground.**

B. Safety & Security

1. Emergency Access:

a. In case of emergencies originating in or threatening any unit, regardless of whether the owner is present at the time, the Board of Directors or any other person authorized by it or agent shall have the right to enter such unit for the purpose of remedying or abating the emergency, and such right of entry shall be immediate.

b. It is strongly recommended that front door and crawl space keys be left with two (2) nearby residents or in safe maintained by the Board of Directors.

c. It is recommended that owners complete a blue Emergency Contact Information card, also stored in the safe maintained by the Board of Directors. Return card to Director of Community Concerns.

2. Fire Prevention

In compliance with the revised North Carolina State Fire Codes (2006):

a. Natural gas grills installed prior to 2002 will be allowed provided that they are permanently affixed to the deck. Permanent installation is defined as bolted to the deck with a hard gas line (instead of a flexible line). The grill must not be able to be moved from location to location. Additionally, if a grill installed prior to 2002 is to be replaced, it must be the same or smaller in size and the same or less BTU. Grills must be maintained, rust free and in good working order.

b. Portable electric grills are permitted provided they do not use any loose material such as lava rock for heating. Portable charcoal/gas grills are **NOT** permitted.

3. Traffic Safety

a. Speed limit within The Oaks is 20 MPH.

b. It is not only the law, but also the obligation of every one using the roads and common elements of The Oaks to obey all traffic signs.

c. There are no sidewalks in The Oaks therefore pedestrians and bicyclists have the RIGHT- OF -WAY on all roads throughout The Oaks. Motorists must use caution and yield to pedestrians and bicyclists.

d. Repeat or Flagrant Offenders of The Oaks Traffic Safety laws may be fined or have their resident privileges suspended, or both, based on the decision of the Board of Director's as defined in The Oaks governing documents

C. Parking

- 1.** Only two vehicles per unit are to be parked on the limited common elements of The Oaks.
- 2.** No more than one motor vehicle shall be parked under the carport. No more than one motor vehicle shall be parked in the unit parking space not under the carport. Red Oak Drive and White Oak Drive are the main arteries of The Oaks. Parking on these streets is not permitted except in guest parking areas. All other streets in The Oaks must also remain open to thru traffic and emergency vehicles. Parking in guest areas only on all streets.
- 3.** Clubhouse parking for all vehicles is limited to 3 days. Guest parking on the common elements is limited to 7 days. Exceptions may be requested from the Board.
- 4.** Residents moving in or out of The Oaks units may park **one** POD unit for a maximum of three (3) days in the limited common area associated with the resident's unit for loading or unloading only. The POD may be no larger than 16 feet long, 8 feet wide and 8 feet tall, and must fit totally within the limited common area associated with the resident's unit. Request for an exception to the 3-day limit must be submitted, in writing (or email), to the Board of Directors at least 30 days in advance. Exceptions will be granted at the sole discretion of the Board of Directors.

D. Vehicles

- 1.** Owners/residents and their guests shall bring and park only conventional passenger Vehicles on the common elements or limited common elements of The Oaks. "Conventional passenger vehicles" are those which may be registered as passenger vehicles in North Carolina. All vehicles must have current license plates.
- 2.** **No motorcycles**, motor driven tricycles, golf carts, motorized scooters, skate boards, mopeds, or any small motor-driven recreational vehicles shall be operated by an owner or the family,

guests, domestic help, employees, tenants, or invitees of the resident within The Oaks.

3. RVs, ATVs, motor homes, commercial vehicles, boats, boat trailers, or similar items may not be permanently parked or stored on any common or limited common property. Such vehicles and commercial moving vans may be parked temporarily in the NE corner of the Clubhouse parking area for a period of three days maximum.

4. Owners must request special permission for visitors to park oversized vehicles in the Clubhouse designated area. The Board must be notified of the arrival and departure dates and the name of the owner/resident--three days maximum.

5. No vehicle longer than 30 feet will be allowed past the Clubhouse parking lot. Loads must be transferred to a smaller van in order to proceed beyond this point. **There will be NO exceptions to this requirement. Violators will be told to immediately move the vehicle to the Clubhouse parking lot. Failure to do so will result in the owner and/or renter being fined the maximum amount of \$100.00 /day allowed by the Declarations. The owner of the unit being serviced will be responsible for any damage to Oaks property resulting from this violation.**

6. No vehicle may be parked in the Limited Common or the Common areas of The Oaks in such a manner that it extends into a street or obstructs the view of other residents or the operator of another motor vehicle.

7. A vehicle that cannot be fully contained within the garage of the owner's residence or cannot be fully contained under a carport of the owner's residence cannot be parked in the Limited Common or the Common areas of The Oaks. With prior approval from the Oaks Board of Directors, such vehicle can be parked in the Clubhouse parking area for no more than three (3) consecutive days for the purpose of loading and unloading the vehicle.

E. Estate Sales

Owners are required to notify the Board of Directors and the Management Company, in writing, of the intention to sell a unit.

Article 13.2 By Laws

1. There shall be no auction or garage sales by residents of The Oaks.
2. Unit owners whose property has been sold and who are expecting to leave The Oaks within 45 days may hold sales as follows:
 - a. Owner must notify Board Secretary or Management Company of the intent to hold an estate sale, including dates and times.
 - b. All parties involved must be notified by the owner of the requirements for holding estate sales.
 - c. Attendance must be by appointment only.
 - d. No more than two vehicles will be permitted at one time and must park only in guest parking spots. If more vehicles are involved; owner must transport guests from the Clubhouse parking area to unit.
 - e. Estate sales are permitted to be held for 2 weeks only.

F. Solicitations

1. The Oaks does not allow any solicitations including, but not limited to, commercial, political or religious solicitations.
2. The exchange of personal property among residents by notice on the bulletin board in the Clubhouse is permitted.
3. Advertisements may be placed on the clubhouse bulletin boards by residents only. They must be signed and dated and will be removed after 30 days.

G. Garage Doors

Garage doors are to be kept closed except when working in the garage or conditions require ventilation. For the purpose of ventilation an opening of twelve inches is suggested.

V. Monthly Assessments

This section summarizes the rules for payments of The Oaks Monthly Assessments (also known as Monthly HOA fees).

- 1.** Assessments are due on the first day of each month. For example: Assessments for August are due on August 1.
- 2.** If the payment is not received by the fifteenth day of the month, a late charge of \$20.00 and interest at the rate of 18% per year on the overdue balance will automatically be applied to the homeowner's account each month until the entire debt is paid. A letter will be issued to the owner regarding the amount owed on their account monthly until the debt is paid.
- 3.** Any account more than 30 days past due is delinquent. The membership rights of any owner whose account is delinquent may, at the discretion of the Board, be suspended during the period that any installment, charge or assessment remains unpaid.
- 4.** Any account more than 90 days past due will be referred to an attorney for collection, with the attorney's fees to be paid by the owner, and may result in a lien against the property.

ANNEX A

THE OAKS & OWNERS RESPONSIBILITIES

Generally the owner is responsible for repairs inside and under the unit; The Oaks, is responsible for external repairs, however, there are exceptions as noted below

OWNER RESPONSIBILITIES:

- Chimney Care (interior cleaning & animals).
- Crawl Space maintenance (Dampness/moisture should be expected).
- Doors & Windows-Weather stripping, storm doors, screens & frames.
- Dryer Vents.
- Enclosed/screened decks.
- Garage Doors
- Gas Logs.
- Heating & Air Conditioning Systems.
- Hose Bibs (Hoses must be disconnected when freezing is possible).
- Maintenance/replacement of crawl space vents.
- Pests-Non-wood destroying.
- Porch lights.
- Satellite Dishes (Requires specific permission to install).
- Snow removal on driveways & entrances.
- Steps from all side and rear decks that have been added by the current or previous owners. Upon sale of unit, new owner is responsible for repair and maintenance of these items.
- Sump pumps.

- Trash Collection (Tuesday) By City-Owner billed.
- Walls interior maintenance.
- Winterizing unit.
- Wiring-Electrical & Telephone.
- Plumbing for water service, from the exterior of the building through to all plumbing fixtures and water heaters, wherever located.

THE OAKS RESPONSIBILITIES

- Chimney Care-Exterior including flashing, exposed flue & siding.
- Open decks
- Exterior siding, decks, steps.
- Garage structural maintenance siding & trim.
- Unit post lights - electrical parts, fixture & bulbs.
- Gutter cleaning & maintenance.
- Pests that destroy wood.
- Staining/Painting and maintenance of siding.
- Street lights & mushroom lights
- Roof maintenance-including shingles, flashing, gutters & downspouts.
- Snow removal on streets only.