

# Havilah Manor Townhomes

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## *Rules & Regulations*

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# **HAVILAH MANOR**

## **Rules and Regulations**

This handbook is provided for the use of residents at Havilah Manor (the “Manor”). It contains Havilah Manor Homeowners Association, Inc.’s policies, rules and regulations governing the use of the facilities of the Havilah Manor Association as well as general information of value to all residents. The recorded documents prevail if the recorded documents are in conflict with any information contained in this handbook.

For standardization of these rules and regulations, the term “Resident” will apply to homeowners and/or their tenants, and all persons occupying the Manor.

1. Residents and guests shall adhere to a **15 M.P.H.** speed limit within Havilah Manor.
2. No boats, trailers, homemade trailers, mobile homes or commercial vehicles shall be permitted at the Manor. A vehicle that cannot operate on its own power on city streets shall not be permitted at the Manor, and such vehicles shall be subject to immediate towing. Vehicular repairs at the Manor are prohibited. Only vehicles used on a regular basis shall be parked in front of individual units.
3. Vehicles shall not be allowed on lawn areas. Parked vehicles shall not block ingress or egress of other vehicles. Any vehicles blocking fire hydrants shall be towed immediately without notice. A maximum limit of two (2) cars per unit may be parked in the garage and the designated parking areas at any one time. Cars on blocks, junk cars and disabled vehicles are subject to immediate towing. Specific parking places shall not be assigned.
4. Motorcycles and motor bikes may be used for ingress and egress only. No automobiles, motorcycles or motorbikes without fully operational mufflers shall be operated on the premises at any time. Vehicles shall not be parked on patios, lawns or other areas not designated as parking areas for vehicles. Vehicle storage is not permitted and subject to immediate towing.
5. The sidewalks, entrances, roadways and similar areas of the common elements shall not be obstructed or used for any purpose other than for ingress and egress to the Manor. Residents shall not place any cars, bicycles, motorcycles, carriages, toys, bar-b-que grills, tables, firewood or any other similar objects on the sidewalks, entrances, roadways and similar areas of the common elements. Any such items unattended are subject to immediate removal and disposition. The Board of Directors and management assume no responsibility for such items.

6. The personal property of residents must be stored in their respective units. Yard ornaments or ceramic figurines such as wagon wheels and plastic, concrete or ceramic figurines must be located inside the patio.
7. No skateboards, bikes, tricycles, scooters or any wheeled vehicles of any kind are allowed on the sidewalks or on the Manor landscaping. Ramps and jumps shall not be constructed, erected or placed anywhere on the Manor property, to include roadways, grass and natural areas.
8. All refuse; waste, bottles, cans and garbage shall be stored in trash containers in designated areas of the Manor. No trash is to be left overnight on patios at any time. Residents are responsible for removal of mattresses, appliances and all similar items.
9. To maintain a uniform and pleasing appearance of the exterior of the building, no awning, canopies or shutters. Screens, glass enclosures or projections shall be attached to the outside walls, doors, windows, roofs or other parts of the building or placed on common area. Additionally, clotheslines are prohibited and residents shall not place clothes or other objects over the railing for drying for an extended period of time.
10. Where curtains or draperies other than white or off-white are hung, they must be lined or "under-draped" in white. Any window treatments must also be white or off white and in good condition.
11. No resident shall place any aluminum foil, plastic or any reflective substance in any window, glass or door except those objects approved by the Board of Directors for energy conservation purposes.
12. Storm doors may be placed on exterior doors only with approval of the Board of Directors.

- 13.No resident, family members, guests or invitees shall make or permit any disturbing noises in the building or the common area. Residents shall not engage in or permit any conduct by family members, guests or invitees that will interfere with the rights, comforts or conveniences of other residents. Residents or guests shall not play or permit to be played any musical instrument, phonograph, television, radio, sound amplifier or other sound equipment in any unit or the Manor property in such a manner as to disturb or annoy other residents. No resident shall conduct or permit to be conducted, vocal or instrumental instruction or practice at any time which disturbs other residents.
  
- 14.No radio, television or other electronic installation may be placed in any unit, which interferes with the television or radio reception of another unit.
  
- 15.Exterior antennae or satellite dishes are discouraged on the buildings, common elements or patio areas.
  
- 16.No tent or other temporary structure shall be erected.
  
- 17.There shall be no solicitation by any person anywhere in the Manor for any cause, charity or any purpose unless specifically authorized by the Board of Directors.<sup>1</sup>
  
- 18.No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of a Manor unit or Association property by any resident without written permission from the Board of Directors except sale and lease signs in a window. Sale or lease signs shall not be affixed on the exterior of any building.

19. The maintenance, keeping, boarding and or raising (breeding) animals, livestock, poultry or reptiles, with the exception of aquarium fish, is prohibited within any unit or on the common area.

20. The keeping of dogs and cats shall be limited to not more than a TOTAL of two (2) per unit of which neither may exceed thirty (30) pounds except medical assistance dogs, which must be registered at the management office. All pets shall be kept on a leash. The N.C. State and Cumberland County Animal Control Regulation (C-C-C-33-29 Leash Law) will be strictly adhered to. All occupants of the Manor are encouraged to call the animal control department (483-9284) to help enforce this law. All solid matter left by the pet must be picked up immediately to prevent unsightly nuisance, unpleasant odor and sanitation problems. It is NOT the responsibility of the ground crew to police this problem. It is the responsibility of the individual pet owners.

No pets shall be left on patios while residents are not home, and no pets shall be left on any restraining device on the Manor landscaping. No pet is to be left on the porch/patio at night. A “pooper-scooper” must be in possession of the pet owner at all times while walking his pet(s). Pets must be maintained in the pet owner’s unit. Pets are prohibited from entering other units without invitation of the unit’s owner. This includes the patio/deck of the unit.

21. No noxious or unusual odors (including pet odors) shall be generated in such quantities that they permeate to other units or common areas and become annoyances or become obnoxious to other residents. Normal cooking odors, reasonably generated, shall not be deemed violation of this regulation.

22. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or on the common areas.

23. Outdoor cooking shall not be done with ten (10) feet of building, fences, wooded areas, or any combustible materials. No grills can be used on patios or decks.
24. No resident shall direct, supervise, or in any manner attempt to assert any control over the employees or contractors of the Association.
25. Residents shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the buildings.
26. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are with the Manor. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of such children.
27. Homeowners shall be held responsible for the actions of any tenants residing on their property. Homeowners shall inform tenants of the rules, regulations and changes made by letter from time to time.
28. Every resident shall comply with the rules and regulations as set forth in this handbook, and any rules and regulations that may be adopted or amended from time to time. Failure of a resident to comply shall be grounds for action that may include, without limitation, an action to recover sums due for damages, injunctive relief, fines imposed for infractions or any combination thereof.

29. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the declarant, its agents or employees, or to the units owned by the declarant until conveyed. All of these rules and regulations shall apply, however to all other residents even if not specifically so stated in this handbook. The Board of Directors shall be permitted (but not required) to grant relief to one or more residents from specific rules and regulations upon written request and good cause shown.

30. The Board of Directors welcomes the assistance of all residents in the enforcement of these rules and regulations. Violations should be reported in writing to the managing agent of the Manor, and not to the Board of Directors. The Board of Directors and its authorized agents will give notice of the violations to the violating residents and any appropriate committee. All disagreements will be presented to the Board of Directors, which will take appropriate action. Residents are responsible for the compliance of their guests and invitees. Violators will be sent/or issued "on the spot" notification requesting compliance with covenants, rules and regulations. If the problem remains uncorrected after the first notification (a warning), the resident will be assessed a fee of \$25.00 with the "second notice." If, after 72 hours of the issuance of a second notice, the violation(s) remain uncorrected, the Association may take corrective actions on its own; the costs of which will be billed to the resident. Legal actions may be pursued.