



RULES & REGULATIONS

(Revised 03-2016)

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HANDBOOK

FOR

ELK RIDGE AT SOUTHVIEW CONDOMINIUMS

Revised 03-2016

Introduction: This handbook is provided for the use of the homeowners and renters at the Elk Ridge at Southview Condominiums (the “Condominium”). It contains the policies, rules, and regulations governing the use of the Elk Ridge at Southview facilities, as well as general information of value to all residents. The recorded documents prevail if they are in conflict with any information contained herein. We hope you do not find errors, but if you do, please communicate these with your Association Manager.

In accordance with the Covenants, the Board is empowered to establish additional rules and regulations as well as guidelines to fulfill the obligations of the Association. This is necessary and very important, since this type of community has many areas of concern which may override individual desires. Since we live in close proximity to one another, if one unit deteriorates, it affects us all. The Association must protect the facilities so that we may all have enjoyable use. These rules, regulations, and guidelines have the same effect as the Covenants when officially adopted by the Board and may be enforced as provided by the law.

Therefore, the following Rules, Regulations and Guidelines have been officially adopted to cover the entire area known as Elk Ridge at Southview Condominiums. They are subject to review and change by the Board at any time. You will be notified of any changes. Your cooperation in adhering to these rules is appreciated.

For standardization, the term “resident” will apply to owners, their tenants, family members, and all persons occupying the unit.

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CONDOMINIUMS

1. A **15 MPH** speed limit within Elk Ridge at Southview Condominiums shall be adhered to by all residents and guests
2. No boats, trailers, mobile homes, campers, or commercial vehicles are permitted at the Condominium complex except in designated areas.
3. No inoperable vehicles shall be permitted on the premises. All vehicles must have current registrations. Any vehicle that cannot operate on its own power on city streets or has expired or a lack of proper registration is subject to towing immediately. In addition, cars on blocks, and disabled vehicles are not permitted. Any and all towing costs will be the responsibility of the vehicle owner.
4. Vehicles may only be washed at water points. Vehicular repair at the Condominium complex is prohibited. Oil/fuel leaks from vehicles will not be permitted, as petroleum products destroy asphalt surfaces. If leaks occur and damage is sustained, the vehicle owner may be liable for repairs.
5. Vehicles shall not be operated or parked on unpaved areas of Elk Ridge at Southview. Parked vehicles will not block ingress or egress of other vehicles. Any vehicle blocking fire hydrants, mailboxes, or trash dumpsters is subject to being towed immediately, without notice. Any towing fees or additional costs for the waste company to attempt to pick up garbage will be borne by the vehicle owner. A maximum of two (2) cars per unit may be parked in designated parking area at one time. Each unit has one assigned parking spot. The second vehicle must be parked in the visitors section. Please be considerate of the other residents and park between the lines so all usable space is available to others.
6. Motorcycles and motorbikes may be used for ingress and egress only. Automobiles, motorcycles, or motorbikes lacking full operational mufflers will not be operated on the premises at any time. Motorized vehicles can be parked only in areas designated as vehicular parking area. Vehicles shall not be parked on patios, common ground, or other areas not designated as areas for vehicles.
7. The sidewalks, entrances, roadways, and similar areas of the common elements shall not be obstructed or used for any purpose other than ingress and egress to the condominium. Residents shall not place cars, bicycles, motorcycles, carriages, toys, chairs, barbeque grills, tables, firewood, or any other similar objects on the sidewalks, entrances, roadways

and similar areas of the common elements. Any such items left unattended are subject to immediate removal. The Board of Directors and management assume no responsibility for such items.

8. No skateboards, bikes, tricycles, scooters, or any wheeled vehicles of any kind are allowed on the sidewalks, breezeways, or on Elk Ridge landscaping. Ramps and jumps shall not be constructed, erected, or placed anywhere on Elk Ridge property, to include roadways, grass, and natural areas.
9. To maintain a uniform and pleasing appearance of the exterior of the building, no awnings, canopies, shutters, screens, glass enclosures, or projections will be attached to the outside of any part of the building. No modifications or additions to exterior walls, windows, or doors may be made without prior permission of the Board/Management. This rule does not apply to outdoor furniture and umbrellas on the patio/balcony of the individual units.
10. Storm doors may be installed. Board/Management approval of the style and color must be obtained prior to installation.
11. The personal property of residents must be stored **in** their respective units. Yard ornaments such as wagon wheels and plastic, concrete, or ceramic figurines must be located inside the patio/balcony. Under no circumstance should your patio/balcony be used as a storage area. This is an eye sore and a nuisance to the community. Any homeowner or renter found using the patio or balcony as storage will be found in violation of the Rules and Regulations and subject to fines.
12. Woodpiles attract termites and other pests. Termites migrate and can cause significant structural damage to your unit and perhaps the building, leading to costly repairs. Therefore, woodpiles must be elevated on a metal or plastic frame. Woodpiles must also be neatly maintained by the owner or will be subject to removal at the Board's/Management's discretion and owners expense.
13. All refuse, waste, bottles, cans, and garbage shall be securely contained in plastic bags and stored in trash containers in designated areas of the Condominium. All dumpster lids and doors must be kept closed.
- 14. No trash is to be left in breezeways or on patios at any time. Boxes must be broken down for placement in dumpsters and are not to be left beside or on top of dumpsters. Large items like mattresses, box springs, televisions and other appliances, and all similar items are NOT to be left at the dumpster. Please dispose of these items properly.**

In this community cigarette butts are considered trash. It will be considered no different than the littering mentioned in the rest of this section and subject to fines.

Anybody found violating these rules governing proper disposal of trash will be subject to a \$75.00 fine per violation.

15. No resident shall allow anything to fall from the window, balcony, or doors of the premises. Residents shall not sweep onto the balcony or throw or pour liquids on the balcony floor. Residents shall be courteous of the people and personal property below them.
16. 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.
17. Where curtains other than white or off-white are hung, they must be lined or “under-draped” in white.
18. No resident, family members, guest, 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. **Quiet hours are from 10 pm to 8 am, 7 days per week.**
19. Residents shall not play or permit to be played any musical instrument, television, radio, sound amplifier, or other sound equipment in any unit 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.
20. No radio, television, or other electronic installation may be placed in any unit which interferes with the television or radio reception of another unit.
21. No exterior antennae or satellite dishes shall be permitted to be affixed to the building or patio area or placed on common ground. Any satellite dish or antenna that is attached to any part of the building or patio/balcony area, including the railing, or installed on common ground, will be removed immediately at the owner’s expense.
22. No tent or other temporary structure shall be erected on common areas unless approved by the Board of Directors.
23. There shall be no solicitation by any person anywhere in the Condominium complex for any cause, charity, or other purpose unless specifically authorized by the Board of Directors.
24. No signs, advertisements, notices, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of a condominium unit of Association property by any resident without written permission from the Board of Directors. Only “For Sale” or “For Lease/For Rent” signs are permitted to be displayed in

a condominium unit and must only be displayed in the window. Sale and lease signs shall not be affixed on the exterior of any building.

25. Residents are not permitted on the roofs for any purpose, except as otherwise permitted by the Board of Directors.
26. No noxious or unusual odors (including pet odors) shall be generated in such quantities that they permeate other units or the common area and become an annoyance or nuisance to other residents. Normal cooking odors, reasonably generated, shall not be deemed in violation of this regulation.
27. No flammable, combustible, or explosive fluids, chemicals, or other substances shall be kept in any unit or on the common area.
28. **Electric grills are the only grills allowed on the premises. Charcoal and gas grills are not permitted under any circumstances. Any charcoal or gas grill found on the premises will be immediately removed and the owner fined, as this poses an extreme fire danger.**
29. No resident shall direct, supervise, or in any manner attempt to assert any control over the employees or contractors of the Association.
30. The maintenance, keeping, boarding, or raising (breeding) of animals, livestock, poultry, or reptiles, with the exception of aquarium fish, is prohibited within any unit or on the common area.
31. **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 25 pounds** except medical assistance dogs, which must have proper paperwork for the designation and must be registered at the Management Office. All pets, to include cats, must be kept on a leash when outside the unit. 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 Elk Ridge at Southview are encouraged to call Animal Control 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. There are dog waste containers around the property—please use them! It is NOT the responsibility of the grounds people or other residents to police this problem—it is the responsibility of the individual pet owners. **All of the rules pertaining to pets apply to pets of visitors.** It is the resident’s responsibility to see they are followed.

No pets shall be left on patios or balconies while residents are not at home, and no pets shall be left on any restraining device on Elk Ridge landscaping. No pet is to be left on the patio/balcony at night or overnight. A “pooper scooper” must be in possession of the pet owner at all times while walking his or her 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 area on the rear of the unit.

32. Residents shall be held liable for all damages to the buildings and/or grounds caused by receiving deliveries, or moving or removing furniture or other articles to or from the buildings.
33. Children are the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium complex. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of such children.
34. Homeowners shall be responsible for the actions of any guests or tenants residing on their property. Homeowners shall inform tenants of the rules, regulations, and changes made by letter from time to time.
35. No member of any family or his guests may go on or in any other housing unit without the specific invitation of the owner or occupant. This includes the patio at the rear of the units.
36. 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.
37. 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.
38. Payments of monthly assessments shall be made at a place designated by the Board of Directors. Payments made in the form of checks shall be made to the order of such party, as the Treasurer shall designate. Payments of regular assessments are due on the first day of each month and if payments are 15 or more days late, they are subject to charges as provided.
39. The Board of Directors of the Association reserves the right to make additional rules and regulation as may be required from time to time. These additional rules and regulations shall be binding as all other rules and regulations previously adopted. For details of the Restrictive Covenants, please refer to the Association documents.

VIOLATIONS

Your Board encourages the assistance of all residents in the enforcement of these rules and regulations. Violations should be reported, in writing, to the managing agent, not to the Board. The Board and/or its authorized agents will give notice of the violation to the resident(s) and any other appropriate persons. All disagreements will be presented to the Board, which will take appropriate action. Residents are once again reminded that **they are responsible for the conduct and actions of their guests and tenants.**

Violators will be mailed a letter outlining the observed violation and requesting compliance with the Covenants, Rules, or Regulations as their first warning. If the problem persists after the first notification/warning for 7 days violators will be mailed a second warning letter and will be assessed a fine of \$50 for non-compliance. Should the violation persist for 21 days, violators will be issued a third warning letter with a fine assessed of \$75. A fourth and final warning, along with a \$100 fine, will be issued to the violator for continued non-compliance after 30 days. Please note: All timeframes begin on the day of the original warning.

At this point, if the violator is still on non-compliance, the Adjudicatory Panel/Board of Directors will meet on a date and time of which you will be formally notified to conduct a hearing. This hearing will determine what action, if any, should be taken as a result of your alleged violations of the Restrictive Covenants, Rules, and Regulations. You have the right to appear at the hearing and present evidence in your defense.

If the Adjudicatory Panel/Board of Directors determines that you are in violation of the Restrictive Covenants, Rules, or Regulations, you may be fined up to \$100.00 per day. Such fine will constitute a lien upon your unit, which can be foreclosed by the Association. In addition to the fine imposed, the Association may seek a court order requiring your resolution of the aforementioned violation. If these actions become necessary, you may be held liable for all reasonable attorney fees and costs incurred by the Association in this matter.

The Board of Directors earnestly solicits your cooperation in helping make Elk Ridge at Southview the desirable place to live and also ask your involvement in the management of the Association. Please volunteer your services where you feel you can contribute by talking to the appropriate Board Member or call the HOA manager at Little and Young at 910-484-5400. Please make every effort to attend the Annual Homeowners Association meeting (for owners in good standing) where you can voice your questions or concerns.