

**Spring Forest Condominiums Homeowners' Association, Inc.**  
**Rules and Regulations**  
**Amended 10/27/2020**

The following Rules and Regulations are in addition to the Declaration of Condominium recorded in Book 570 at Page 87 of the Pitt County Registry (“Declaration” or “Restrictive Covenants”) and the Bylaws of the Association. The conditions, restrictions and requirements in each of those documents and in the following Rules and Regulations apply to owners, residents, tenants, guests and invitees. Owners are responsible for the acts and omissions of their tenants, guests and invitees and are subject to fines and other enforcement remedies of the Association for violations thereof. As used in the following Rules and Regulations, the term “resident” generally includes the unit owner, and the owner’s residents, tenants, guests, invitees and also “occupants” as defined in the Declaration. Violations of the Declaration, the Bylaws and the rules and regulations of the Association are enforceable by fines of up to \$100 per day per violation, among other enforcement remedies.

**Pet Rules**

No pet shall be allowed in the condominium except as may be provided by the rules and regulations promulgated from time to time by the Board or the Association or in the Bylaws. Notwithstanding the foregoing, no animals, livestock, or poultry of any kind shall be kept or maintained in any condominium or in the common elements except no more than two dogs, two cats or any other household pets, but not to exceed three total animals at any time; provided that such pets are not maintained or kept for commercial purposes; and provided further that, notwithstanding the foregoing, the Board may exclude any pet permitted by this paragraph which the Board, in its sole discretion, deems to be a nuisance to other unit owners or the association as owner of the common elements.

Subject to the restrictions of the preceding paragraph, all rules and restrictions set forth in the Bylaws, the Declaration or any additional rules established by the Board of Directors, unit owners and residents of Spring Forest Condominiums may maintain pets within their units in compliance with the stricter of any local leash law requirements and all rules and restrictions previously mentioned, including but not limited to the following:

1. Owners/residents shall not allow dogs residing within their unit to relieve themselves near buildings, air conditioning units or grass and shrubbery areas along sidewalks. Dogs should be walked well away from buildings.
2. Owners/residents walking a dog on any portion of Spring Forest property shall have a waste removal device (i.e. plastic bag or scooper) and shall remove waste by “scooping the poop” at the time it is deposited and placing it in an acceptable trash container.
3. Pets shall not disturb or annoy residents at any time.
4. Noises generated within a unit by a pet shall not exceed a level that can be heard outside the unit. If a pet cannot reside within a unit without disturbing other residents, the owner will receive fines.
5. Pets, including cats, are allowed outside a unit only when accompanied and maintained on a leash, and at no time shall pets be allowed to run free outside of a unit or in the common elements, or be tied outside of a unit, including on any sidewalks, stairways, balconies and patio areas.

6. All sidewalks, stairways, balconies, and patio areas shall not be used to house, cage, store, or pen pets. Pets shall be accompanied by the resident in all sidewalks, stairways, balconies, and patio areas.
7. Dogs and cats not on a leash and not accompanied while outside a unit are subject to being removed from the property at any time either by an animal control officer or by other contracted animal removal services. The cost or expense incurred by the Association or by the unit/pet owner associated with the removal, boarding, or discharge of any pet in violation of these rules will be sole responsibility of the unit/pet owner.
8. Pets shall not engage in unruly behavior that causes personal injury or property damage.

## Vehicle Rules

There are two (2) parking spaces per unit. Owners and residents shall not have more than two vehicles parked on the property at any time. Owners utilizing more than two (2) parking spaces without prior written permission of the Board of Directors are subject to being towed and fined.

The following types of vehicles are prohibited from being parked or stored at Spring Forest Condominiums:

*Vehicles of over one-quarter ton in capacity, boats, trailers, recreational vehicles, vehicles without current tag displayed, non-drivable vehicles*

Vehicle maintenance requiring the use of hand or power tools is prohibited on Spring Forest Property.

No parking on grass.

### **Washing Vehicles**

Residents are allowed to wash their own private vehicles at Spring Forest Condominiums, however this is limited to regular passenger vehicles and must in accordance with local city ordinances. The washing of off-road vehicles heavy laden with mud is prohibited. The following rules will be strictly enforced:

1. No vehicles allowed on grassy areas
2. Rinse water must be conserved by using a hose equipped with a properly working cut-off nozzle.
3. Application of soap must be accomplished by utilizing a soap bucket or pan.
4. Devices which require the constant use of running water is prohibited.
5. Detergents and cleaners must comply with local city ordinances.

Hose bibs located on the outside of units were installed for the primary purpose of being used for grounds and building maintenance, however, limited use is also permitted to unit owners. Hose bibs have primary emergency shutoffs on the water distribution manifolds located inside the utility/laundry room of the units in which they are located. **Water hoses shall not be left connected to the outside hose bib.** The water hose owner will be held responsible for the actual cost of repair of frozen and burst hose bibs and pipes caused by their hose being left attached to the hose bib during freezing weather.

## **Patios, Decks, Sidewalks and Grounds**

**Balconies and patios:** The balconies attached to the second and third floor units and the patios attached to the first-floor units shall be limited common elements for the exclusive use of the unit to which they are attached.

All fires, torches, smokers, grills, heaters, or cooking devices using any fuel source are prohibited on any balcony, patio or on the common elements.

Residents are required to keep their decks, patios, and sidewalks neat, clean and orderly and shall not use these areas for the storage of any items of personal property, with that, small plants and other small decorative items and outdoor furnishings are permitted on balconies and patio areas. Nothing shall be attached, in any way, to the outside structure, siding or wood trim of any condominium. All walkways that are limited common areas may contain no more than (2) decorative items. Blocking walkways is a danger hazard and is strictly prohibited.

Trash including cans, bottles and cigarette butts shall be disposed of properly and shall not be thrown from any patio or balcony left in parking lots. Or in any common element. Trash containers are located throughout the property; therefore, if one trash container is filled, trash shall be disposed of by placing it inside another trash container located at a different building. Residents are prohibited from leaving trash anywhere on the common elements except within a trash container.

Cigarette Butt violations will be strictly enforced.

Any changes to the exterior of the unit *requires* prior written Board approval

If the unit has screens and/or blinds, residents shall maintain screens and/or blinds in a good and working condition.

Window A/C units are not prohibited. Temporary units may be used with prior written permission from the Board of Directors.

Interior Termite inspections are required for all residents who live on the 1<sup>st</sup> floor. If the termite inspection is not complete within 30 days of the time period scheduled for a particular unit pursuant to written notice provided to the unit owner and if written documentation of that inspection is not provided to the Association within 30 days of the inspection, owners are subject to a \$100 monthly fine. Spring Forest HOA will notify owners when the scheduled inspection is to take place. The termite inspection *must* be completed with Othos Pest Management 252-227-4005.

## **Noise Rules**

Sounds originating from within a unit, including conversations, radios, stereos, televisions, or pets shall not be louder than normal conversations levels in a unit that has any open door or window at time. Sounds emanating from patios, balconies, or other public areas such as sidewalks, parking lots and any other common area shall not exceed a normal conversation level.

Residents arriving home at night, especially after some residents have retired for the evening, should take special care not to disturb their neighbors. Loud noises must always be avoided, but noise violations between the hours of 11:00 PM and 8:00 AM will be particularly enforced.

## **Signage Rules**

“For Sale” or “For Rent” yard signs (limited to one sign per unit) placed on the common elements shall not be placed in any locations in which it would interfere with grass mowing machines or other landscaping. These areas are defined as non-grassy areas along sidewalks and in front of buildings, generally, areas not covered in grass.

Except as permitted by the above rules, no window displays, or advertising or signage shall be permitted in any unit or on the common elements. For purposes of these rules and the units, signs do not include political signs.

## **Renters**

All renters are to abide by the same rules as homeowners. It is the owner’s responsibility to make sure that renters receive a copy of the Rules/Regulations and Covenants. All owners will be held responsible for their renters. Owners shall not rent out their unit for transient or hotel purposes.

## **Air Conditioning Condensation Lines**

**Problem:** it is important for each unit owner to maintain their heating and air conditioning units properly to avoid costly repairs to both your unit and if you are upstairs, to those units below you as well. All air-conditioners have condenser coils and condensation lines that drain the condensation from your interior air handler unit to the outside. Condenser coils and condensation drain lines may become clogged for any number of reasons including a build-up of dust, lint, mold, mildew, bacteria, etc. As the air conditioner runs, the unit continues to remove moisture from the air, and condensation gathers on the coil and drains into the drain pan. If your coil becomes dirty, water will drip off the coil before collecting the drain pan thus causing a moisture problem. If the drain pan or condensation drain line becomes clogged, water will back up into the drain pan and will overflow into your unit as well as potentially affecting the common elements and other units. If either of these two occurs, they will generally cause damage to the floors and walls within that unit; however, if your unit is located upstairs, your moisture problem may affect the units below, possibly causing water damage to ceilings, walls and floor coverings. The extent of the damage varies but could run into the thousands of dollars to repair.

Rule requiring Annual Maintenance: What can be done? At least annually before the cooling season begins, unit owners at their own expense shall at a minimum, have their interior air handling unit professionally cleaned to include the coil and condensation line to insure both will drain properly. An acid spray usually cleans the coil sufficiently enough to drain properly into the drain pan. Whatever method is used by the service company, the unit owner shall ensure that the interior air conditioning condenser coil and condensation drain line will function as it was designed to. Any unit owner who fails to maintain the unit, including the heating and air condition units, is subject to enforcement by the Association including fines and the assessment of damages to the common elements resulting therefrom.

Who's Responsible? It is always the responsibility of each unit owner to maintain his/her unit in a good and clean condition, and to repair and replace all portions of the unit at his/her expense. If a leak occurs, and the owner is not sure how to proceed with repairs, owners have the option to contact the HOA. If the HOA is made aware of any water leak or moisture issue emanating from a unit, the HOA will contact an HVAC tech. The HVAC tech will go out, determine the source, and repair the issue. The bill will then be billed back to the appropriate owner or owners. If the leak is in a shared line, the bill would be split between the owners benefiting from the line. The Declaration requires that each owner shall promptly report to the Board or its agent any defect or the need for repairs the responsibility for which is that of the Association.