ECHO GREENS HOMEOWNERS’S ASSOCIATION

# EXCERPTS FROM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

# AND BYLAWS AS RECORDED IN BOOK 1285 OF THE NEW HANOVER COUNTY REGISTRY

**LAND USE**: All lots shall be used for residential purposes only.

**NUISANCES**: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**JUNK VEHICLES**: No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. The Association shall have the right to have all such vehicles towed away and stored at the owner’s expense.

**TEMPORARY STRUCTURES**: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

**ANIMALS**: No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats and other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed and personally escorted; and subject to such further regulation as may be adopted by the Association.

**OURSIDE ANTENNAS**: No outside antenna, radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Board of Directors of the Association.

**RECREATIONAL VEHICLES**: No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicles shall be permitted to remain on any lot or in parking spaces at any time unless by consent of the Association.

**ENFORCEMENT (CCR)**: The Association or any owner shall have the right to enforce, by any proceeding, at law or in equity, all of the conditions, covenants and restrictions of these Articles and any and all liens hereinafter imposed pursuant to the provisions of these Articles.

**ENFORCEMENT (BYLAWS**): (**1**) In the event an owner does not pay any sums, charges or assessments required to be paid to the corporation by the due date, the corporation, acting on it’s own behalf or through it Board, may enforce its lien for assessments, or take such action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided in both. (**2**) In the event legal action is brought against an owner and results in a judgment for the corporation, the owner shall pay the corporation’s reasonable attorney’s fees, costs of collection and court costs. (**3**) In the event of a violation of the provisions of the Declaration of Covenants as the same are defined in the Declaration, for thirty days after notice from the Association to the unit owners to correct said violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said Declaration, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

**OTHER**: The Association has the right to make additions or changes to the Rules and Regulations.

## SEE RULES AND REGULATIONS

 Pg 4

**ECHO GREENS HOMEOWNER’S ASSOCIATION**

### RULES AND REGULATIONS

**The Rules and Regulations provide a practical and easy guide to multi-family living as it applies to this Association. All Owners, Residents and Guests must abide by them. Rules designated by a “ \* ” are subject to monetary assessment fines being issued against the owner when violated.**

**1. ASSESSMENTS:** Regular Monthly Assessments are due on the 1st day of each month. A Late Charge Assessment based on current NC Law on any more than zero is applicable after the end of each month.

**2. COMMON AREA USE**: **\*** Common areas must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar type and nature to be stored therein. The Board may immediately remove offending items.

**3. COMMON PROPERTY DAMAGE**: Property damage caused by an owner, his guest/invitees, his lessee or their guest/invitees, to the common area and/or facilities will have the cost of repairs assessed to the unit owner weather caused by resident lessee, guests or the owner.

**4. GARBAGE: \*** All garbage shall be placed in a plastic bag, securely fastened and deposited in the dumpsters provided. No garbage cans shall be placed anywhere on the common area except as provided by the Association. Residents shall not allow anything to fall from their unit onto the common area nor shall they sweep or throw anything on to the common area.

**5. GARBAGE – CARDBOARD: \*** Cardboard boxes should be broken down and placed in the dumpster. They are not to be left on the outside of the dumpster. In the event a new resident moves in and there is an excessive amount of cardboard and moving supplies to be disposed of which may require an “extra” container dump, that resident (owner) is responsible for the cost of that service.

**6. GRILLS—EXTERIOR COOKING: \*** Outdoors cooking shall not be done under any covered roof or within 10 feet of the building. Individual owners and residents are responsible for the cleanup, storage of grills and if applicable, damage to common area. See N C General Statute.

**7. GROUNDS—LANDSCAPING: \*** Landscaping shall be protected at all times. No owner or resident may direct or supervise personnel hired by the Association. Owners may add plantings as follows to the common area upon written permission of the Board of Directors. Planting of flowers is allowed in existing beds in the rear of units only but shall be maintained by the individual planting them. Shrubs may be planted with written approval by the Board of Directors, on either side of the rear steps and be maintained at a height no higher than the top of the first floor deck rail. Note: An existing bed is defined as an area already cut in, grassed or natural area containing mulch.

**8. LEASING—RENTAL:** Owners are required to furnish “Lessee” or “Renter” information to the Association. This information shall include but not be limited to Lessee’s name, place of employment, emergency contact person, home/work phone numbers, and make/type/license number of vehicle applicable to that lessee. No unit or part of a unit shall be sublet. Owners are responsible to see that each lessee receives a copy of the Echo Greens Rules/Regulations and that they are made part of any lease or rental. (Preferably made part of any lease)

**9. MODIFICATIONS--INSTALLATIONS**: \* Except by first requesting and receiving written permission of the Board of Directors, no installations of wiring, awnings, canopies, shutters, antennae, decking, carpeting, satellite dishes etc, outside the unit shall be made. Failure to obtain prior written permission will be cause for immediate removal of the offending item. Exception: Exterior lighting of a “reserved nature” may be placed within the exterior front foyer area during the time period of December 1 through January 10 but it must be removed after that date. Owner or resident is responsible for any damage incurred to the building when placing these lights.

**10. MAINTENANCE:** Owners are responsible for the maintenance/replacement of their own doors and windows inclusive of frames, jambs, tracks, hardware, appurtenances and glass. Other maintenance is as described in the Covenants & Restrictions. Certain exterior maintenance (as described in other Association Documents or as designated by the Board) shall be provided for by the Association through assessments. The association shall have all chimneys and fireboxes inspected by a professional every 3 to 4 years at the expense of the association. All such inspections are mandatory for the unit owners. If any chimney or firebox needs repair or cleaning the cost of such shall be passed on to the unit owner.

**11. NOISE: \*** No resident shall make or permit (including pet noise) any disturbing noises in his unit that will interfere with the rights, comforts or convenience of others. The playing of stereos, televisions, musical instruments, etc., either inside the unit, outside the unit or on common area, shall be kept at a level that will not disturb other residents**. (**Note: It is suggested that serious noise related complaints be first reported to the Police**.)**

**12. PETS: \*** Pets must be kept on a leash and be accompanied by a responsible person at all times when outsides the confines of the town home. Dogs must be “walked” away from planted areas. Dog owners must clean up after their pet. Dogs may not be leashed and/or left unattended outside a unit. Cat owners are responsible for damage their pet does to common area or personal property outside the confines of the town home. Cat traps will be set for stray cats and the County Animal Control will pick up any cats that do not have the required rabies and/or identification tag**. (**Note: Pets fall under the applicable New Hanover County Ordinances and owners are reminded that specific enforcement actions can be taken by Animal Control.**)**

**13. SIGNS - SOLICITATION: \*** No signs of any type, advertisements, lettering, etc. are to be exhibited, inscribed, painted, attached or displayed at**/**on any unit with the exception of *one* (1) Real Estate Sign not larger than 2 feet x 2 feet which can only be displayed on the inside lower portion of a front window. Absolutely no signage may be placed on common area except by prior permission of the Board of Directors. Signs on common area found to be in violation will be removed and discarded. No door-to-door solicitation is permitted.

**14. STORAGE--PERSONAL PROPERTY: \*** Personal property of all units’ owners shall be stored within their townhouse unit.

**15. STORAGE—FIREWOOD---FIREPLACE: \*** Storage of firewood requires the use of an *approved* metal rack which must be positioned parallel to and approximately one foot from the rear deck, on either side of the stairs. Do not drive trucks or other vehicles on the grass to unload wood (or LP Gas). In order to assist in the protection of the property from wood destroying pests, old or rotten wood is to be disposed of by the owner not later than April 15th of each year. (2 each 35 lb LP gas tanks may be installed on back deck but written application for same must first be made and approved prior to application)

**16. UNSIGHTLY CONDITIONS: \*** No garbage cans, linens, cloths, clothing, curtains, rugs, mops or laundry of any kind may be hung or left exposed outside the living unit. Clotheslines are prohibited. No owner or resident shall permit decks or patio areas to be left in an unsightly condition or to be used for “storage” purposes.

**17. VEHICLE STORAGE: \*** No unit owner shall allow a boat, trailer, camper, motor home, etc., to remain in any part of the common area. A vehicle that is inoperable or one that has an expired inspection sticker or license tag shall be removed from the common areas. No repair of vehicles shall be made on the premises. Towing for these violations are at the owner’s expense and this rule is subject to strict enforcement.

**18. VEHICLE PARKING: \*** Parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. Each unit has one (1) assigned parking space. (**a**) If a resident has more than two vehicles, they must be parked away from the building so each resident has an equal opportunity to park in front of their unit. (**b**) Parking on the grass is prohibited. (**c**) All parking must be within marked spaces. (**d**) Parking is to be used solely for legally street operational motorbikes, automobiles, passenger vans or trucks of less than ¾ ton capacity. **(e**) See “Storage—Parking”. (**f**) Towing for violators is at the vehicle owner’s expense.

**19. VEHICLE WASHING: \*** Washing of vehicles may only be done in the area designated by the Board of Directors. Please keep the wash area clean, use water conservatively, secure the hose in the appropriate place and turn water off when completed.

**20. WINDOW TREATMENTS**: \* All curtains, drapes, etc., placed on windows or sliding doors so as to be exposed to the outside shall be of a subdued color (white or beige) and pattern (solid).

**21. PENALTIES:** Rules and Regulations that are violated by owners, guests, tenant or invitees are subject to monetary assessment fines after the owner has been notified of the violation and given a reasonable period of time to comply. After notification, subsequent violations of the same rule will be subject to the following:

**2**nd Offense…………………………$25.00 Fine **3**rd Offense…………………….……$50.00 Fine

 Subsequent Offenses…………………….$100.00 Fine

An owner that is in violation of the Rules and Regulations may request in writing, within 15 days of the violation, a hearing before the Board of Directors at their next regularly scheduled meeting. However, a disagreement with the rule, method of enforcement or request for hearing relating to the violation of that rule does not relieve the obligation to abide by it (rule).

The Board of Directors for the Association has the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other ones previously adopted.

These revised Rules and Regulations adopted this the 1st day of April 2014.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**President: Echo Greens Homeowners Assn. Secretary: Echo Greens Homeowners Assn**.

 (*Rules designated by a “****\*****” are subject to monetary assessment fines being issued against the owner when they are violated*)