

**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.LAND USE:** All lots shall be used for residential purposes only. Commercial activity is not allowed.

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

**3. 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. No carriages, bicycles, wagons, shopping carts, benches, tables or any other object of a similar to and nature should be stored in any common area. The Board may immediately remove offending items for public safety.

**4. 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 whether caused by resident lessee, guests or the owner.

**5. 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.

**6. 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.

**7. 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. Section 504.8 of the North Carolina State Fire Prevention Code**  
<https://www.apexnc.org/343/Grilling-Safety#:~:text=Section%20504.8%20of%20the%20North,two%20family%20dwellings%20and%20townhouses.>

**8. 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, front and back, 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.

**9. 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. Again, owners are fully responsible to the Association for the actions of their tenants.

**10. 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.

**11. 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.

**12. OUTSIDE 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. OTARD installation is per FCC regulations, **Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices.**

<https://www.atgf.com/tools-publications/pubs/fcc-homeowners-associations-and-satellite-dishes#:~:text=Section%20207%20of%20the%20Federal,broadcast%20signals%2C%20direct%20broadcast%20satellite>

**13. 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. **Note:** All new windows and sliding glass doors must be brown, the current color. Outside (main ingress and egress) door must be solid (no windows) and painted black. Storm doors may be black or white. And while lower decks have been painted gray (by our painting contractor) no upper deck should be painted but only water sealed or clear stained.

**14. 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.)

**15. 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.

**16. CONTRUCTION:** All construction activities within units will occur between the hours of 8 AM and 5 PM. Construction also will not be conducted on Sundays or Holidays without the

permission of the Board of Directors. If a dumpster is need it will be place on the owners parking space after notification to the Board of Directors.

**17. 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.

[https://library.municode.com/nc/new\\_hanover\\_county/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH5AN](https://library.municode.com/nc/new_hanover_county/codes/code_of_ordinances?nodeId=COOR_CH5AN)

**18. PETS:** \* Pets must be kept on a leash and be accompanied by a responsible person at all times when outside 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.***

**19. 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 for sale or rental 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.

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

**21. STORAGE—FIREWOOD---FIREPLACE--LP GAS TANKS:** \* 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). Any damage to the turf is the financial responsibility of the homeowner who took the delivery. 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 15<sup>th</sup> of each year. Two each 40 lb. LP gas tanks (***largest allowed***) may be installed off back deck but written application for same must first be made and approved prior to installation. They must be covered by either lattice work or shrubbery (only approved options).

**22. 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. The Board of Directors reserve the right to determine if any condition is unsightly.

**23. VEHICLE STORAGE & JUNK VEHICLES:** \* 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 is at the owner’s expense and this rule is subject to strict enforcement.

**24. 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.

**25. 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). Units out of compliance will be fined after a warning has been issued.

**26. 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.

**27. 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 its own behalf or through its 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.

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

**29. 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<sup>nd</sup> Offense.....\$50.00 Fine                      3<sup>rd</sup> Offense.....\$75.00 Fine  
Subsequent Offenses.....\$100.00 Fine

Serious continuing offense per state law may be fined up to \$100 per day.

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 third day of September 2020.**

**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)*