

**RULES AND REGULATIONS  
FOR  
VILLAGE OF TROON AT KILDAIRE HOMEOWNERS ASSOCIATION**

The Board of Directors of the Village of Troon at Kildaire Homeowners Association, Inc. (hereinafter referred to as the “Board”) under authority conferred by both the Declaration for the Village of Troon at Kildaire and the By-Laws of the Village of Troon at Kildaire Homeowners Association, Inc., hereby adopts the following Rules and Regulations (hereinafter referred to as the “Rules”) for the Village of Troon at Kildaire.

Your Board welcomes the assistance of all Unit Owners in the enforcement of these Rules and Regulations. Violations should be reported in writing to the Managing Agent of the Condominium, and not to the Board or officers of the Association. The Managing Agent will give notice of the violations to the violating Unit Owner and any appropriate committee. All disagreements will be presented to the Board, which will take appropriate action.

These Rules and Regulations are promulgated by the Board of Directors and replace any Rules and Regulations and any addendums published prior to this date.

**I. GENERAL.**

1. Wherever in these Rules there is reference to “Unit Owners”, such term shall be intended to apply to the Unit Owner of any Condominium Unit, to his tenants in residence, and to any guests, invitees or licensees of such Unit Owner, or tenant of such Unit Owner. Wherever in these Rules reference is made to the Board, such reference shall include the Board and the management agent where such authority is delegated by the Board to such management agent.

2. Nothing shall be done or maintained in any Condominium Unit or upon any common elements which would be in violation of any law.

3. No noxious or offensive activity shall be carried on within or outside any Condominium Unit nor shall anything be done or be permitted to remain in any Condominium Unit or on the common elements which may be or become a nuisance or annoyance to the other Unit Owners.

4. Unit Owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument in their Condominium Unit sufficiently reduced at all times so as not to disturb other Unit Owners in any building.

5. Unit owners shall not permit any act or thing deemed extra-hazardous on account of fire or that will increase the rate of insurance on the premises. Unit Owners shall not

keep any gasoline or other explosive or highly inflammable material in said premises or storage area.

6. No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any Condominium Unit or upon any common element except where expressly authorized by the Board. Trash and garbage containers shall not be permitted to remain in public view except at garbage pick up points on scheduled pick up days

7. Unit Owners shall not suffer or permit anything to be thrown out of the windows onto the premises or grounds of the common elements or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the premises, and shall not permit anything to be placed in or hung from the outside of said windows.

8. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without approval of the Board.

9. No baby carriages, motorcycles, bicycles or other articles of personal property shall be left unattended on the ground of the common elements.

10. Except for the deviations permitted in paragraph 34, below, the entrances, doorways, steps and approaches thereto shall be used only for ingress and egress.

11. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common element at any time.

12. No clothing, laundry, rugs, wash, or any other item shall be hung from or spread upon any window, patio area or exterior portion of a Condominium Unit or in or upon a general common element.

13. All personal property placed in any portion of a Condominium Unit or any place appurtenant thereto shall be at the sole risk of the Unit Owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

14. The maintenance, keeping, breeding, boarding and raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Condominium Unit or upon any common elements, except that this shall not prohibit the keeping of a dog, cat and caged birds as domestic pets provided they are not kept or maintained for commercial purposes or for breeding. Areas within the regime may be designated as the sole areas for the curbing of animals. Provided, however, each owner shall be responsible for cleaning up and removing animal feces from any area of the condominium including the designated area. A fine of \$25.00 per incident is hereby imposed upon the offending owner. In no event shall any animal be permitted in any of the common elements of the Project unless carried or on a leash. The owner of such animal shall indemnify the Homeowners Association of the Project and hold it harmless

against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project. If a dog or other animal becomes obnoxious to the other Unit Owners by barking, by elimination in undesignated areas (designated areas may be set by the Board or otherwise, the owner thereof must cause the problem to be corrected, or if it is not corrected, the Unit Owner, upon written notice by the Board, shall be required to dispose of the animal.

15. All persons shall be properly attired when present on any of the common elements.

16. Solicitors are not permitted on the Project without consent of the Board. If you are contacted by one, please notify the Board's office immediately.

17. The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted in the parking areas. Fully maintained conversion vans shall be deemed to be an automobile for the purpose of this section.

18. All Unit Owners must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense with the cost of moving or towing being added as a part of the responsible Unit Owner's maintenance charge.

19. No buses, trucks (other than pick-up and other small trucks), motor homes, trailers or commercial vehicles shall be parked in the parking areas or in driveways, except for vehicles utilized for moving the contents of a unit or other deliveries not to exceed six (6) hours in duration per one visit.

20. No boats, motorcycles, or campers shall be stored in parking areas.

21. Parking so as to block sidewalks or driveways shall not be permitted. Each Unit Owner expressly agrees that if he shall illegally park or abandon a vehicle, he will hold the Board harmless for any and all damages or losses that may ensue.

22. The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the Unit Owner causing such damage.

23. The planting of plants, flowers, trees, shrubbery, and crops or landscaping of any other type is prohibited in the general common elements immediately adjacent to the Condominium Units without approval by the Board. All plantings within the limited common areas will be the responsibility of the affected owner. Provided, however, the Board shall have the authority to properly maintain neglected limited common areas. The

cost of such maintenance, after notice to the owner, shall become a special assessment against the affected unit.

24. Employees and agents of the Board are not authorized to accept packages, keys, money (except for condominium charges) or articles of any description from or for the benefit of the Unit Owners. If packages, keys, money or articles of any description are left with the employees or agents of the Board, it shall be at the sole risk of the Unit Owner. The Board does not assume any responsibility for loss or damage in such cases.

25. Deliveries requiring entrance to a Unit Owner's Condominium Unit will not be accepted unless the Unit Owner has signed an admittance slip and left a key. The Board cannot assume any responsibility for the condition in which deliveries are received. Unit Owners shall be liable for any damages to the Buildings caused by receiving deliveries, or moving or removing furniture or other articles, to or from the Buildings.

26. Should an employee of the Board upon the request of a Unit Owner handle, move, park or drive any automobile placed in the parking area, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Board shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

27. Any damage to the equipment, facilities or grounds of the common elements caused by a Unit Owner, his family or pets shall be repaired at the expense of the Unit Owner.

28. In compliance with Article 8.7 of the Declaration of the Village of Troon at Kildaire, each Unit Owner shall provide the Board with a current Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect, said certificate to provide thirty (30) days notice prior to cancellation of insurance.

29. No personal property shall be left unattended on the grounds of the common elements (i.e., all areas outside the building walls including driveways). This includes all personal property such as cooking grills, bicycles, patio or lawn furniture, etc. These items shall be kept either in the unit, in the garage, or in the Carolina room.

30. To maintain a uniform and pleasing appearance of the exterior of the buildings, no awnings, canopies, shutters, screens, glass enclosures or projections shall be attached to the outside walls, doors, windows, roofs or other portions of the Buildings or on the Common Elements. No Unit shall have any aluminum foil placed in any window or glass door, nor any reflective substance placed on any glass, except such as is approved by the Board for energy conservation purposes.

31. All allowed vehicles (see #19 and #20 of the Rules) shall be kept in the owner's garage or driveway, except that guests may use common parking areas for a reasonable time (not to exceed seven (7) days).

32. A \$75.00 fee shall be submitted at the time the clubhouse is reserved for a private party. The exercise room is reserved for the exclusive use of the residents of the Village of Troon at Kildaire and only persons 14 years of age or older shall enter the exercise room. To reserve the clubhouse, a check (for the appropriate amount) shall be presented to the Board or other designated persons with a signed rental agreement and the date and time marked on the calendar.

33. Monthly maintenance fees are due on the 1<sup>st</sup> of every month following date of deed. There shall be a \$15.00 late payment penalty assessed on any payment paid on or after the 15<sup>th</sup> of each month and another \$15.00 penalty assessed each thirty days thereafter. Monthly fees are not subject to credit or set-off without prior approval of the Board.

34. The following describes improvements and actions that are pre-approved by the Association. These improvements do not require further approval so long as there is exact compliance with the terms and conditions stated below:

#### A. STORM DOORS

The following “Andersen” storm doors are pre-approved:

1. Style number HD 2000/2500, Fullview, White
2. Style number HD 3000, Fullview, White
3. Style number HD 4000/3500, Fullview, White
4. Style number HD 4000/3500, Fullview, Insulating, White
5. Style number HD 4000, Fullview, Laminated Glass, White

Prior to installation, the Homeowner shall sign a “Release Agreement” pertaining to responsibility for damage to the door facing during installation. The form is available in a file box in the Game Room in the Clubhouse or from the Management Agency. The completed form is to be deposited in the file box.

#### B. BENCHES AND CHAIRS

A small bench or chair of wrought iron or a combination of wood and wrought iron may be placed in the entrance area to the front door of the Homeowner’s unit. The Homeowner is responsible to insure that the size and location does not interfere with the entrance to the unit or cause a safety concern

#### C. FLOWER POTS AND PLANTERS

Flower pot and/or planters may be placed in the entrance area to the front door of the Homeowners unit or on the sidewalk directly in front of the entrance area. One flower pot may be placed in the driveway adjacent to the brick wall between the garages provided both Homeowners acknowledge that they are in agreement. Each home owner may place one flower pot in the corner of the driveway near the electrical service entrance. The

overall height of the pot/planter and plant shall not exceed 36” at maturity. Flower pots and planters shall not be placed on retaining walls due to safety and liability concerns. Pots and planters shall not be placed in the mulched areas.

#### D. SOLAR LIGHTS

Black, silver or “front door” green metal solar lights , in either double or triple tier style, may be installed in the limited common area between the sidewalk and the Homeowner’s unit. The height of the lights, measured from the ground, shall not exceed 15”, and the solar lights shall not interfere with landscape maintenance.

#### E. FLAGS

An American flag, with a size not to exceed 12” x 16”, may be displayed in the limited common area between the sidewalk and the Homeowner’s unit. Installation shall be on a rod or pole that is designed for that purpose, that does not exceed 36” in height measured from the ground, and that is firmly (but not permanently) anchored in the ground. The flag shall not interfere with landscape maintenance. In lieu of the American flag, a seasonal flag, of the same dimensions, may be displayed during the appropriate season, i.e., Halloween, Thanksgiving, Christmas, etc.

#### F. GARDEN HOSE

Garden hoses, when outside the unit, shall be kept on a free-standing reel or in a free-standing hose box that is green, gray, or beige in color. A hose holder may not be attached to the wall of the Homeowner’s unit.

#### G. FLOWERING PLANTS

Flowering plants, not to exceed 36” in height at maturity, may be planted in the limited common area that is adjacent to the unit and that is covered with pine straw mulch. Any such plantings shall not interfere with landscape maintenance and are the sole responsibility of the Homeowner. The cultivation of fruits, berries, vegetables, etc., in the limited common area is not permitted.

#### H. HOUSE NUMBERS

Small plaques of rust free metal, wood or tile displaying the house number, street name and/or homeowner’s name, that is no higher than 18” above the ground, is allowed in the limited common area adjacent to the Homeowner’s unit so long as it does not interfere with landscape maintenance.

## I. SOLATUBE SKYLIGHT

One 10” or 14” diameter “Solatube” skylight may be installed from the exterior of the roof to the interior ceiling of the kitchen area. These sizes and location are the only pre-approved skylights that are allowed. The ventilation option is not allowed. This product must be purchased and installed by the “Solar Solutions, Inc.” company. Their contact phone Number is: 919-941-0061 for pricing and installation information.

The homeowner is responsible for:

- a) All material and installation costs.
- b) Any future maintenance costs associated with this product. A waiver must be signed by the homeowner releasing the HOA from any and all maintenance and repair costs due to installation of this product.
- c) Insuring that only the “Solar Solutions, Inc.” company is used for purchase and installation of the pre-approved 10” or 14” “Solatube” skylight product. No alternative type product is allowed to be installed.

## J. MISCELLANEOUS ITEMS

- (1) Door mats may be placed at the front door.
- (2) Wreaths may be placed on the front door.
- (3) White or off-white garage door key pads may be placed on the garage door frame.
- (4) A security company sign may be placed in the limited common area adjacent to the Homeowner’s unit so long as it does not interfere with landscape maintenance.

## K. Windchimes

Windchimes or other noise making devices are not allowed. (See “Declaration of The Village of Troon at Kildaire Condominium” document paragraph 5.13 Nuisances).

## L. Decks/Concrete Patios/Carolina Room

There are no restrictions as to what can be placed in the Carolina room, on the deck or on the exterior concrete patio located below the deck. The only item that is restricted from being placed associated with the deck or concrete patio are windchimes (See item K. above).

35. Any deviation from the Declarations, the Bylaws and the Rules and Regulations that are not expressly pre-approved as provided in paragraph 34, above, shall not be permitted unless approved in writing by the Architecture Committee, The Landscape Committee, or the Board of Directors of the Homeowner's Association. Such deviations shall include, but are not limited to, bird baths, bird houses, bird feeders, water fountains, yard art items, edging, timbers, rocks and stones, jugs, vases, shepherd's hooks, hanging baskets, storage containers, additional furniture items, plantings, shrubs, trees, etc.

A request for approval of any deviation from the Rules and Regulations other than those authorized in paragraph 34, above, or for filing a complaint regarding landscape or architectural matters, must be communicated in writing by completing a form that is available in a file box in the Clubhouse Game Room. The completed form shall be submitted by depositing the form in that file box. The appropriate committee will review, investigate, and decide what action is appropriate for each request or complaint as quickly as possible. The committee will specify the action taken by completing the lower portion of the form and copies will be provided to the Homeowner, the Board of Directors and the Management Agency. Non-routine or unusual requests will be referred to the Board of Directors for action.

36. Reference is made to Section 5.5 of the Declaration, which provides that "No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without prior written consent of the Board [of Directors]." Deviations and improvements that effect the portions of the Common Elements that are not Limited Common Elements will only be approved if such deviations or improvements benefit the entire Troon community. Any improvements to the portions of the Common Elements that are not Limited Common Elements, and for which approval is obtained, become the property of the Association.

37. Only authorized persons are permitted to tamper with any component of the irrigation system, pool equipment and utility systems, etc.

38. Pursuant to Article VI, Section 6.11 of the Bylaws, and Section 47C-3-107 and 47C-3-107.1 of the North Carolina Condominium Act ("The Act"), the Board of Directors may levy fines for violations of the Association's Rules and Regulations, the Declaration and/or the Bylaws of the Association.

(a) All violations of the Rules and Regulations, Declaration and Bylaws should be reported to the Management Agency,

(b) The Board of Directors of the Association may, after notice and an opportunity to be heard, impose reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association, among other remedies available to it. Any fine imposed shall not exceed \$100.00 per violation, and each new day of a continuing violation may be considered a separate violation.. The amount of each fine

shall be determined by the Board of Directors on a case by case basis, taking into consideration all of the relevant factors involved in each applicable situation.

(c) If, in the opinion of the Board of Directors, any Homeowner or Occupant shall fail to abide by the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, the Board shall cause to be sent a minimum of one (1) warning letter to the Owner, describing the offending condition and requesting correction of that violation within not less than ten (10) days of the date of the warning letter. If the Occupant or Homeowner fails to correct the violation within the time allowed, before imposing any fine, the Board of Directors shall give written notice to the Homeowner, with a copy to the Occupant as applicable, of the Homeowner's right to appear at a hearing before the Board to give reason, if any, why a fine of up to \$100.00 per violation should not be levied against the Homeowner. The Board of Directors shall cause written notice to be given of the time, date, and place of the hearing at which any fine for the apparent violation may be considered and imposed by the Board of Directors, and such written notice shall be given not less than ten (10) days prior to the date of the hearing.

(d) Following levy of a fine, the Board of Directors shall cause written notice to be given to the Homeowner of the amount of the fine, the date the fine was levied, and the date by which payment of the fine is due, which shall not be less than thirty (30) days. Pursuant to the Bylaws, in the event of a default in the payment of the fine, the Homeowner shall be additionally liable for a late payment charge of \$25.00 and interest on the amount of the fine at the rate of 10% per annum, together with all expenses, including but not limited to reasonable attorneys' fees incurred in collecting such sums.

### 39. Leases and Tenants.

(a) A Unit, or any portion of a Unit, may be leased so long as any tenancy or lease of a Unit or any portion of a Unit is in writing signed by the parties or their agents and the written lease is in compliance with the Declaration, the By-Laws and the Rules and Regulations adopted by the Board. A Unit shall not be subject to more than one lease at a time. The lease term shall not be for a period of less than 180 days. A copy of any lease shall be submitted to the Managing Agent (or Board of Directors) for the Association for the Board's review for compliance with the Declaration, the By-Laws and the Rules and Regulations adopted by the Board, and for filing with the Association's records. A lease that is not in compliance with these legal documents may be rejected by the Board and may subject the Unit Owner to enforcement, including but not limited to fines. Among other provisions, Unit Owners are advised to review Sections 5.3 and 5.6 of the Declaration. A unit shall not be occupied on a permanent basis by more than a total of six (6) persons.

(b) Each lease for a Unit or any portion thereof shall specifically contain a provision substantially similar to the following:

"The following documents are incorporated by reference into this lease: The Declaration for the Village of Troon at Kildaire ("Declaration"), The By-Laws of Troon

at Kildaire Condominium Association, Inc. (“By-Laws”), and Rules and Regulations (“Rules”) of the Troon at Kildaire Condominium Association, Inc. (“Association”). Copies of these documents are available from the managing agent of the Association. The failure of the lessee, or his family, guests or invitees to comply with the Declaration, By-Laws and Rules shall constitute a default under the terms of this Lease.

(c) Each Unit Owner and Occupant of the Unit shall comply with all applicable provisions of the North Carolina Condominium Act, the Declaration, the By-Laws, the Articles of Incorporation of the Association and the Rules and Regulations promulgated by the Board of Directors of the Association, as amended from time to time. Failure to comply with these legal documents shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunctive relief, and shall be grounds for an action by the Association to institute proceedings to levy fines. The term “Occupant” includes any person or persons in possession of a Unit, or any portion thereof, including Unit Owners, lessees of Unit Owners, and guests and invitees of lessees of a Unit or any portion thereof.

(d) Each Unit Owner shall be responsible for the use of his Unit by his lessees and their guests and invitees and for the conduct of such persons with respect to the Unit, the Common Elements, or the properties subject to the Declaration. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any monetary fine or fines assessed against that Unit or Unit Owner. Nothing herein shall be construed as a prohibition of or limitation on the right of the Board to pursue any means to enforce the provisions of the Association’s various legal documents, including but not limited to legal actions for damages or injunctive relief.

40. Unit Owners shall comply with all the Rules herein above set forth and with any other Rules which the Board in its discretion may hereafter adopt.

II. CLUBHOUSE AND POOL RULES. Effective 12/07/05. Appendix A.

III. LANDSCAPE RULES. Effective 6/06/06. Appendix B.

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Troon at Kildaire Condominium Association, Inc. (“Association”);

THAT a meeting of the Board of Directors was held on the 5th day of June, 2007, that the foregoing Rules and Regulations for the Troon at Kildaire Condominium Association (“Rules”) were discussed by the Board, that a motion was made and seconded to adopt the Rules and that the foregoing Rules were duly adopted by a vote of a majority of the Board of Directors present and voting at such meeting, hereby replacing all previous Rules, and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Association this 5th day of June, 2007.

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Ann F. Ball, Secretary

(CORPORATE SEAL)