

**CELEBRATION SQUARE
HOMEOWNER ASSOCIATION**

**RULES &
REGULATIONS**

Celebration Square Homeowners Association is currently managed by:

Grandchester Meadows

P.O. Box 1149

Apex, NC 27502

919-757-1718

<https://www.grandchestermeadows.com/celebrationsquare/>

1. **GENERAL:** The following rules and regulations are designed to make living at Celebration Square pleasant and comfortable for each member of the Association. The restrictions, which the Board imposes upon the members, are for the mutual benefit of all. The cooperation and consideration of each member is vital. Fines may be imposed for violations of the rules and regulations. These Rules and Regulations are subject to change and may be updated from time to time. They in no way change or override our HOA Covenants, Declarations and Bylaws which can be found at this link: <https://www.grandchestermeadows.com/celebrationsquare/docindex/>.

2. **MONTHLY ASSESSMENTS:** Homeowner Assessments are due and payable no later than the thirtieth (30th) of each month. Any homeowner who is in arrears for one or more months will be subject to legal action and a judgment administered by the Wake County Court System. All reasonable Legal/Court costs shall be the owner's responsibility. Their voting rights may be suspended until the account is brought up to date.

3. **ALTERATIONS:** Prior to any exterior alterations or additions to the buildings or grounds, a request must be submitted in writing to the Board of Directors for approval. The Board, at its sole discretion, may or may not approve any changes. A timely response by the Board will be made within thirty (30) days. Any homeowner who makes exterior alterations without approval will be subject to legal action.

4. **REAR PATIO FENCING:** New fence installations require a full survey and approval by the City of Raleigh as well as by the HOA Board. The **only** fencing that is approved for the rear patio area is a six-foot white vinyl fence. This fence must not encroach on the Homeowner Association's Common Property. The fence must be on the property lines on the sides of the patio and not allowed to encroach on a neighbor's property. Neighbors are allowed to use the side fence as their side fence if necessary, rather than constructing two fences for one side.

5. **PARKING:** Each townhouse is entitled to two (2) parking spaces in front of the home. Any extra vehicles (more than two) may not be parked in front of the buildings. Please ask visitors not to park in reserved spaces, in front of the buildings, or on the parking spot lines. Parking is not allowed on the grass, in medians, or along throughways for safety reasons. Illegally parked vehicles with more than two axles or any vehicle of more than eighteen (18) feet are not allowed. This includes all campers, boats and utility trailers. All vehicles parked on the Celebration Square property must be in operating condition both legally and mechanically, i.e. current license plates and inspection sticker, no flat tires, etc. Any vehicle not in operating condition or illegally parked will be towed at the owner's expense after 5 days written notification and the vehicle is tagged or ticketed.

6. **AUTOMOBILE REPAIRS:** Minor vehicle repairs (oil changing, tire changing, etc) are allowed; however, major repairs (engine overhaul, transmission repair, brake replacement, rear end repairs, etc.) are not allowed. Any damage, including oil spills, to the parking lot or any common area will be the sole responsibility of the homeowner. Vehicles are not allowed to be left on jacks or blocks.

7. **SPEED LIMIT:** For safety reasons, the speed limit on any street within Celebrations Square shall be seven (7) miles per hour. Careful attention should be exercised when driving within the community to ensure the safety of all residents.

8. **DAMAGE:** Any damage to the exterior of any building, fence, parking lot, or any common property shall be charged to the responsible party. Breakage and maintenance of exterior glass, doors, door casings, door locks, windows, window casings, rescreens, patios, decks, fences on the owner's lot, outside hose faucets, etc., is the responsibility of the homeowner. If necessary repairs cannot be made within thirty (30) days, the homeowner must inform the Board in writing in regards to the reason for the delay and provide the approximate complete date in the letter.

9. **INSURANCE:** The Homeowners Association does not provide insurance for the residential units. It is recommended that each owner, at his/her expense, secure and maintain in full force and effect one or more insurance policies insuring his/her lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief. It is also suggested that the owner, at his/her expense, secure and maintain in full force and effect, comprehensive general liability insurance for damage or injury to person or property of others occurring on his lot.

10. **NOISE:** Being considerate of one's neighbors is especially important in a community such as Celebration Square. Loud voices or noises from televisions, stereo equipment, musical instruments, pets, and other disturbances should be avoided at all times, especially between the hours of 10:00 pm and 9:00 am. If a homeowner is disturbed, first attempt to notify and resolve with the disturbing party. If the disturbing party is uncooperative and the problem is severe, then contact the Raleigh City Police. Notice of the incident should be made with the HOA Management company the next business day.

11. **SIGNS/FLAGS:** Only standard real estate "for sale" signs with an attached flyer box are allowed. Only one "for sale" sign is allowed per unit. No political or other advertising signs or devices are allowed, with the exception of the small, standard "Automatic Security System".

12. **TOYS/CHILDREN:** Bicycles, skateboards, and so forth should not be left in the common areas or left unattended in front of the home and never in the way of grounds maintenance. For safety reasons, children and all others are not allowed to play in the parking lots and/or streets at any time.

13. **PETS:** Domestic pets are allowed, provided that they do not disturb or annoy residents or guests. Any inconvenience, damage, excrement or unpleasantness caused by any pet shall be the sole responsibility of its owner. The City of Raleigh requires a pet-owner to remove and dispose of pet excrement properly. All dogs shall be leashed and kept under the direct control of their owners at all times and shall not be allowed to run free or otherwise interfere with the comfort and convenience of any resident or guest. These requirements are in accordance with the Raleigh Leash Ordinance. The City of Raleigh will be notified of violators, and the City may take fines and/or action accordingly. Any violator will receive one written warning and then assessed a potential fine of fifty (\$50) dollars per incident by the HOA.

14. **MAILBOXES:** Federal Law prohibits any unauthorized entry of mailboxes. Any person in violation will be reported to the Federal Postal authorities.

15. **HAZARDS:** The discharge of firearms, fireworks, or any other noise making device is not permitted at any time within the boundaries of Celebration Square.

16. **COMMON AREAS:** Every homeowner should protect his interest in the common areas. Please do not abuse those areas or allow visitors and guests to abuse these areas by way of littering or in any way restricting the enjoyment of these areas. A fine may be imposed for violators.

17. **PLANTING:** The area within your rear patio may be planted at the owner's discretion so long as it is not unsightly or damaging to the property. Planting outside of the rear patio area is not permitted without prior approval of the Board of Directors. Requests must be submitted in writing.

18. **PATIO & PORCH AREAS:** Patio and porch areas must be kept neat and clean at all times. Garden hoses are allowed to be stored in the front of the homes as long as they are stored neatly. Any open flame or heat source (grill, torch, outdoor fireplace, etc.) must be stored and used only in the back patio area and be no closer than eight (8) feet from the building due to fire hazards and to stay in accordance with fire safety regulations.

19. **CLOTHES DRYING:** Outside clothes lines of any type are not allowed.

20. **EXTERIOR ANTENNAS:** The recommended placement of antennas and satellite dishes on the Celebration Square property are within the back patio area. Any damage caused by the unit is the responsibility of the homeowner.

21. **WINDOW AIR CONDITIONERS & WINDOW COVERINGS:** Window air conditioners of any type are not allowed. Window coverings (drapes/blinds, etc.) must be white backed for appearance and continuity and must be in good condition.

22. TRASH COLLECTION: The City of Raleigh provides curbside Trash collection & recycling each **Tuesday, except for holidays.**

A. Trash Containers: Trash receptacles will be the standard City of Raleigh 96 gallon cart with the lids locked securely in place. These trash containers should be kept just outside your back patio area. This area should be kept neat and clean at all times.

B. Trash Collection: Trash receptacles/curbside trash should be placed on the curb in front of your home on Tuesday mornings by 7 am. The cart should be removed from the curb by midnight on the collection day.

C. Recycling Containers: The City of Raleigh provides green bins and pick up service for recyclable items (glass, newspapers, plastic containers, etc.) every Tuesday of each week. Recycling bins should be kept inside, on the back patio, or in the rear storage room.

D. Recycling Collection: Recycling bins should be placed on the curb in front of your home on Tuesday mornings by 7 am. The bin should be removed from the curb by midnight on the collection day.

TRASH AND RECYCLING BINS ARE NOT TO BE STORED IN THE FRONT OF THE UNITS, AS THEY ARE UNSIGHTLY. VIOLATORS WILL BE SUBJECT TO A FINE.

23. RENTALS

(NOTE: These rental restrictions were proposed as of January 2022 and will be subject to voting at an upcoming Special Meeting of owners).

No owner may rent a unit without the prior written consent of the HOA Board of Directors on a signed copy of an approved Rental Authorization form. Units may be leased for residential purposes only and all leases shall be for a minimum term of 12 months. All leases shall require that the tenant acknowledge receipt of a copy of the Rules and Regulations of the association.

The community is enacting a rental cap and no more than thirty-six percent (36%) of Units may be occupied by non-Owner tenants at any one time. Any lease or sublease must be for a minimum of twelve (12) months, in writing and contain the following provision:

“Tenant shall obey, adhere to and be bound by all provisions of the governing documents for Celebration Square HOA, Inc. Tenant acknowledges that he has received a copy of all governing documents of the Association and is familiar with the provisions of same.”

If the 36% rental cap has been reached, owners are required to contact management to be added to the rental waiting list. If the rental cap has not been reached, the owner must submit a Rental Authorization form for approval before leasing the unit. A copy of the lease should then be sent to the HOA management company within fourteen (14) days of the execution of the lease.

What documentation must an owner provide to the Association once they have been granted written approval to rent their unit?

1. Copy of lease with aforementioned language and lease terms included therein.
2. Name(s), contact number and email address of all adult tenants living in the unit.
3. Email address, offsite mailing address and contact number for Unit owner/rental agent.

Approval is contingent upon the owner providing all required documentation within fourteen (14) days of request. The Owner/Rental Agent must ensure that subsequent leases are submitted annually **AT LEAST ONE MONTH PRIOR TO THE CURRENT LEASE'S EXPIRATION DATE.**

How can an owner lose their rental authorization?

1. By not submitting the required documentation by the required date as requested by the HOA.
2. By not notifying the HOA of any change of tenancy.
3. Sale of the unit – Authorization to rent the unit does not automatically transfer to a new owner. The new owner must go to the bottom of any wait list and cannot rent the unit until authorization is given by the HOA.
4. If the rental owner is delinquent in payment of dues and/or other fees to the Association for a period in excess of ninety (90) days.

What if the 36% rental cap has been reached?

The HOA has a wait list and owners will have to defer rental of their unit until a rental "slot" opens up.

How will a rental slot open up?

There are four ways:

1. A rental owner sells their unit (the rental authorization does not transfer to new owner)
2. If a rental owner does not keep their rental paperwork up-to-date with the HOA, they can lose their rental qualification and drop to the bottom of the wait list.
3. A rental owner ceases renting their unit and it becomes owner occupied.
4. A rental owner is delinquent in payment of dues and/or other fees to the Association for a period in excess of ninety (90) days.

The Board of Directors of the Homeowner's Association may, at their sole discretion, waive any of these restrictions in the case of hardship or for good cause. Such waiver shall NOT have the effect of limiting the Association's rights and shall not constitute a waiver of future rights to restrict leasing or renting of dwelling units within the community.

Owners who do not follow the established procedures and regulations for rentals are subject to fines and other legal proceedings.

NO "FOR RENT" OR "FOR LEASE" SIGNS MAY BE DISPLAYED ANYWHERE ON A LOT OR IN/ON A DWELLING UNIT.

Celebration Square Rental Authorization

No owner may rent a unit without the prior written consent of the HOA Board of Directors.

In accordance with the Homeowner Association Rules and Regulations, units may be leased for residential purposes only. All leases shall be for a minimum term of 12 months. All leases shall require that the tenant acknowledge receipt of a copy of the Rules and Regulations of the association.

Please note: Any home whose owner does not live on the property and receives mail at an offsite mailing address is considered a rental.

As of 1/1/2022, the community is at maximum capacity of 36% rental units. This form should be completed in order to add your unit to the rental waiting list. There is no time limit imposed on rentals and thereby the association cannot guarantee when someone moves from the wait list. Homes are considered approved for rental until the home returns to an onsite mailing address with owner occupation or until the unit is sold. Rental authorization does not transfer with the sale of the property.

Homeowner Address: _____

Homeowner Name: _____

Homeowner Phone: _____ Email: _____

Reason for rental request: _____

Signature: _____ Date: _____

**Return this form to Grandchester Meadows, Celebration Square HOA, PO Box 1149, Apex, NC
919-757-1718, Fax: 919-882-8739, Email: manager@grandchestermeadows.com**

For Board/Management Use Only:

Circle one: APPROVED DENIED

Notes: _____

Authorized Signature: _____ **Date:** _____