

**CELEBRATION SQUARE
HOMEOWNER ASSOCIATION**

**RULES &
REGULATIONS**

(Proposed May 2022)

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 by 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. A member's voting rights and use of the amenities may be suspended until the account is brought up to date.

3. EXTERIOR 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. Board approval is required for:

- Painting the exterior of the house or other structures a color that differs from its current color
- Parking/storage of boats, trailers, campers, and other similar property
- Decks / Sunrooms / Screen Rooms / Patios / Additions / etc.
- Doghouses
- Fences (see Section 4 of the Rules and Regulations)
- Grading (changes to the topography of the lot could result in flooding or improper drainage into a neighbor's yard. Such changes must be approved prior to being started)
- Planting (See Section 17 of the Rules and Regulations)
- Stationary play equipment (e.g., swing sets, basketball goals)
- Freestanding sheds/storage buildings
- Satellite dishes (See Section 20 of the Rules and Regulations)

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 are allowed; however, oil changes and major repairs (engine overhaul, transmission repair, brake replacement, rear end repairs, etc.) are not allowed. Any damage, including oil spills, will be the sole responsibility of the homeowner and must be corrected to the sole satisfaction of the HOA, within thirty days of written notice by the Property Management Company. Vehicles are not allowed to be left on jacks or blocks at any time.

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

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 issue fines and/or take other action accordingly. In addition, the Board may take such action against any violator, who may receive up to one hundred dollars (\$100) in fines for breach of this guideline.

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 violations.

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 clotheslines of any type are not permitted.

20. EXTERIOR ANTENNAS:

The only permitted placement of antennas and satellite dishes on the Celebration Square property is within the back patio area, following requisite written approval by the Board. 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. These trash containers are required to be stored in the back of each unit and 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. LEASING

Units may be leased for residential purposes only. All leases shall be in writing and shall be for an initial term of no less than twelve (12) months. The community has enacted a rental cap and no more than thirty-three percent (33%) of Units may be occupied by non-Owner tenants at any one time. If the 33% rental cap has been reached, owners may contact management to be added to the rental waiting list.

Notice of any lease, together with such additional information as may be required by the Board of Directors, shall be given to the Board by the Owner of the Lot within ten (10) days after execution of the lease. The Owner shall make available to the lessee current copies of the Declaration, Supplemental Amendments, Bylaws, and a copy of the community Rules and Regulations.

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

Owners must email a copy of the current lease OR complete a Rental Authorization Form that lists:

1. Beginning and ending date of the lease
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 the Unit owner and any property manager/leasing agent.
4. Any additional information requested by the Board as necessary.

Approval is contingent upon the owner providing a required copy of the lease or Rental Authorization Form within ten (10) days after execution of the lease. The Owner/Rental Agent must ensure that subsequent leases are submitted on an annual basis or when there is a change in tenancy.

What if my Tenant is in violation of the Covenants or the Rules and Regulations?

If an issue arises wherein the Tenant is in violation of the community guidelines, the Board or the Property Manager will contact the Owner/Rental Agent and provide notice of any such violation. If after 24 hours' notice is provided to the Owner/Rental Agent and the violation is not abated, then the Board or the Property Manager will contact the tenant directly. The Owner or Tenant's failure to uphold the community guidelines may result in potential fines of up to one hundred dollars (\$100) per day.

How can an owner lose their lease authorization?

1. By not submitting a copy of the current lease or Rental Authorization Form within Ten (10) days of a change in tenancy as requested by the HOA Board. A violator will receive one written warning and then be assessed a potential fine of up to one hundred dollars (\$100) per day.
2. By not notifying the HOA Board 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 waitlist 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 33% rental cap has been reached?

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

How will a rental slot open up?

1. A rental owner sells their unit (the rental authorization does not transfer to new owner)

2. If a rental owner does not submit an up-to-date copy of the current lease or Rental Authorization Form with the HOA Board, 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 the period in excess of ninety (90) days.

As a reminder, rental owners may not display "For Rent" or "For Lease" signs on the property, Lot, or in or on the dwelling unit. Owners who do not follow the established procedures and regulations for rentals are subject to fines and other legal proceedings.

24. CORRECTIVE ACTION PROCESS

The standards set forth in these Rules and Regulations are for the benefit of all Members of the Association. In the event that the Board of Directors is made aware of a violation of the Covenants or these Rules and Regulations, the Board will move forward with written notice to the violating Member.

The Board's written notice will advise the Member of the following:

- The violation, action, or behavior;
- Citation of the Rules and Regulations and/or Covenant breached by the Member;
- The penalty or potential penalty for unabated violation; and
- The steps for correcting the violation.

The Board may see fit to issue a warning prior to any monetary penalty depending on the severity of the action.

25. WAIVER AND VARIANCE

The Board of Directors may waive guidelines set forth in these Rules and Regulations within its authority through the Covenants of the Association. The Board has the authority to review each matter on a case-by-case basis and will take into account evidence of hardship or 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 or enforce the Covenant or Rules and Regulations of the Association.