

CARNEGIE PARK HOMEOWNERS ASSOCIATION

EXTERIOR MAINTENANCE POLICY

The Declaration of Covenants for the Carnegie Park Homeowners Association states in Article VII, Section I, that “...the Association shall provide exterior maintenance upon each living unit which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, grass, walks, mailboxes, fences installed by Declarant of the Association, exterior post lights (excluding electricity therefore), and other exterior improvements. Such exterior maintenance shall not include glass surfaces, or screens for windows and doors, or the repair or reconstruction of any improvements on any lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect.”

Association responsibilities relating to Carnegie Park Townhomes are confined to maintenance, repairs, and replacement resulting from normal aging and exposure. Repairs and replacements resulting from original construction defects, accidents, natural disasters, civil disturbances, vandalism and other loss covered under homeowner’s insurance are the responsibility of the homeowner. Homeowner negligence, willful destruction and other similar acts shall also be the responsibility of the homeowner. The Association carries a termite warranty contract for each unit and is responsible for that termite damage which is covered under contract.

The Declaration of Covenants, Conditions and Restrictions, Article V, Architectural Control, provides regulations pertaining to additions and changes. All additions and changes require approval in writing by the Carnegie Park Homeowners Association Board of Directors before installation. Any approved or unapproved additions or changes shall be the responsibility of the homeowner. The homeowner is also responsible for the maintenance, repair, and replacement of any changes or additions unless a homeowner submitted an Architectural Review Application form and is approved by the Board.

All maintenance, repair and replacement which is the responsibility of the Association will be provided under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The Board will obtain expert advice from qualified tradesmen when necessary and will decide when and to what extent a situation requires remedy. Repairs which are non-emergency in nature may be delayed for budgetary reasons. The homeowner, in no instances, will dictate the method of repairs used when the Association is responsible for them.

Both the homeowner and the Association are to provide maintenance and repairs in good faith on a reasonable and timely basis so as to prevent further damage. The Board, at its discretion, may call upon the management company contracted to the Association to act on the Board’s behalf.

CARNEGIE PARK HOMEOWNERS ASSOCIATION

EXTERIOR MAINTENANCE POLICY

The Association, therefore, will be responsible for:

1. Repair of roofs and flashing, excluding skylights.
2. Replacement of roofs at a time determined by the Board of Directors. This replacement includes any repair or replacement of sheathing and wood under the shingles. It is not the responsibility of the Association to replace structural supports under the roof.
3. Cleaning gutters, downspouts and extensions on a schedule determined by the Board.
4. Replacement or repair of gutters, downspouts, extenders and drains installed by the Association when necessary.
5. Repair or replacement as necessary exterior siding and shutters and paint each unit on a regular schedule as determined by the Board.
6. Maintenance of trees, shrubs, grass and walks in front yards and side yards to the extent determined by the Board. This does not include private plantings by homeowners.
7. Maintenance of walkways, bridges and driveways.
8. Repair and replacement of mailbox stands, and mailboxes necessitated through normal use.
9. Repair and replacement of private roads and parking areas.
10. Maintenance of lights in common areas.
11. Ice and snow removal and roadways as determined by the Board.
12. Painting of deck railings when housing units are painted.
13. Care of pool, pool house and associated pool equipment.
14. Some door and window repairs, including trim and exterior sills, when the affected component is economically repairable. This does not include any locks, latches or hardware of any type. Association will paint and caulk exterior components when buildings are scheduled for painting.
15. Chimney caps and associated flashing. This does not include the flue or the flue vent cap. (See #1 under Homeowner's responsibilities)
16. Repair and replacement of broken sewer lines beyond the lot property line.

CARNEGIE PARK HOMEOWNERS ASSOCIATION

EXTERIOR MAINTENANCE POLICY

The Homeowner is responsible for:

1. Chimney structural problems and the flue and flue vent cap. Animals entering through the flue or flue vent cap. (See #15 of Associations responsibilities.) Homeowners should have chimneys / fireplaces inspected every 2 – 3 years.
2. Structural problems causing a unit to shift position, or any problems caused by this shift.
3. Heating and air conditioning units or any feeder lines to them.
4. All glass surfaces. (Frames will be painted by the Association when the units are painted.)
5. All plumbing including the line from the meter to the unit and exterior water hose connections. Homeowners are responsible for all repairs to landscape and parking areas as a result of needed maintenance of any plumbing related items for which the homeowner is responsible.
6. Broken sewer lines to the lot property line; any landscape or parking area damage as a result of sewage line maintenance for which the homeowner is responsible. Proof of the sewer line break location is the responsibility of the homeowner.
7. All electrical fixtures and lines except lights paid for by the Association on common areas.
8. Any inside damage caused by outside leaks or failures.
9. Garden, flower beds or other plantings installed by the owner.
10. Inside and outside insect control, except termites.
11. Repair and maintenance of all Architectural changes (must have Board of Director approval).
12. Ice and snow removal necessary for their convenience or safety, including but not limited to walkways, decks, driveways and railings. (See #11 of Association's responsibilities.)
13. Repair and replacement of decks, deck railings and deck steps, including all areas under the townhomes or decks (must have Board of Director approval).
14. All door and window replacement, including frames and interior sills (must have Board of Director approval).

15. The foundation and all structural parts of the house and decks (must have Board of Director approval).
16. Drainage systems for the unit (for example, sumps, drains, pumps, related piping) with the exception of gutters, downspouts and extensions and Association installed drainage systems.
17. Storm doors and screens including repair, replacement and painting between regular paint cycles.
18. Damage to landscape caused by improper parking by family, employees, guests, auto repairs, oil spill, negligence, pets, etc.
19. The extra cost for painting a unit due to owner negligence such as changing color or using the wrong type of paint.
20. Exterior plants, ivy and other vines on the exterior surface of the unit. These are difficult to control, can damage exterior walls, surfaces and increase the cost of maintenance. Homeowners who desire to have such plants must keep them in pots and away from all building surfaces. If the owner fails to keep these away from the buildings, the vines will be removed by the Association and the homeowners will be charged for the work.
21. Storage and disposal of firewood. Firewood must be stored 18 inches from all wooden structures and no more than 1/2 cord should be stored at one time. Heavy plastic or metal covering must be under the wood to prevent insect problems and frequent insecticide spraying should be done. It is the responsibility of the homeowner to dispose of old decaying wood or any wood that is known to have termites or other insects. If firewood is the cause of any damage, the homeowner will be charged.

CARNEGIE PARK HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

The following are the rules and regulations designed to make living at Carnegie Park pleasant and comfortable for each member of the Association. The Board has approved these for the mutual benefit of all. The cooperation of each resident is vital.

ALTERATIONS

All proposed exterior changes must be submitted in writing to the Board of Directors in the form of an Architectural Request Application (ARA). This includes but is not limited to:

- Building
- Cameras
- Doors
- Light fixtures
- Motion detectors/floodlights
- Plants and landscaping
- Satellite receivers (should not exceed 24" in diameter)

The Board will respond within 30 days .

STORM DOORS

The Board has approved a policy allowing homeowners the option to install storm doors for the front of their town house. The approved doors are the full view wooden or aluminum storm doors with glass insert and brass hardware. Wooden doors must be stained to match the stain of the exterior door. Aluminum doors must be white, black or dark brown (bronze) in color. Screen inserts are not acceptable. A homeowner wishing to install a storm door must submit his/her request in writing to the Board. A homeowner who installs a storm door other than that which is approved by the Board will be required to remove the door.

PARKING

Each lot is entitled to two parking spaces assigned as near to the lot as is reasonably possible (see map). In the case of lots with driveways separated from parking areas, the driveway is considered to be one parking place. The second parking space is located nearest to the driveway (e.g., 3717 Carnegie Lane). In the case of driveways that are contiguous to the parking areas, the parking place located at the end of the driveway is considered to be one parking space; the one next to it the second (e.g., 3730 Carnegie Lane) with 3726 being an exception.

In temporary situations where more than two parking spaces are needed (e.g., visitors), designated visitor parking located throughout the complex should be used. An appropriate use of a guest using Visitor Parking is no more than 7 days and 7 nights. A homeowner with a guest

needing more than 7 days of Visitor Parking should email their property manager to obtain approval. If the need arises for a third parking space on a long term basis, a limited number of parking places may be leased for a monthly fee to be determined by the Board of Directors. The spaces are located in the 3700 traffic circle at the back of the complex (see map). In all parking situations, residents should use common sense and courtesy when determining appropriate places to park.

No recreational vehicles, mobile homes, motor homes, motorcycles, tractors, trailers, watercraft, disabled vehicles or other commercial vehicles shall be parked on the property or on the right of way of any streets adjoining the property by lot owners.

No storage units of any kind shall be parked or placed anywhere on the premises without prior Board of Director approval.

QUIET ENJOYMENT

Loud, obnoxious or offensive activity shall not be permitted within the Community nor shall anything be done which may be, or may become, a nuisance or annoyance to the neighborhood.

ANIMALS

All laws, ordinances, rules and regulations pertaining to dogs and other domestic animals adopted by the state of North Carolina and City of Raleigh are adopted as rules and regulations of Carnegie Park. In particular, all animals must be leash controlled, and solid pet excrement shall be removed by the owner immediately. No resident shall have fences, runs or cages erected for the confinement of pets on the exterior of a unit.

RENTERS

All renters must comply with the rules, regulations, bylaws, and governing documents of the Association. No unit may be leased for less than six months. Owners shall be responsible to notify tenants of these rules, regulations and governing documents.

SIGNS AND DECORATIVE ELEMENTS:

Owners shall not display signs, placards, posters, billboards, flags, statues or identifying name or number on any building, in any front or side yard or in any common area. Exceptions are "For Sale" or "For Rent" signs and American flags displayed in accordance with the United States Code, Title 4, Chapter 1.

DECKS/FRONT COURTYARDS/STOOPS:

Decks, front courtyards and stoops shall be maintained in a neat and attractive manner. No unsightly equipment, appliances, pet enclosures or articles are to be placed or stored on, under, or near the deck or entryway.

OUTDOOR FURNITURE:

All outdoor furniture is restricted to decks and obscured front courtyards unless approved by the Board of Directors.

CLOTHESLINES:

Permanently installed clotheslines are NOT permitted. Temporary/portable clotheslines are permitted ONLY with prior Board approval.

TRASH/RECYCLE CONTAINERS:

Trash/recycle containers shall be stored at the rear of the units, out of view to the extent possible. End units may store containers at the side only if hidden from view. Containers are to be placed at the curb no earlier than noon the day before collection and removed by 7:00 PM the day after collection.

VEHICULAR SAFETY:

Residents and guests shall exercise care and observe posted speed limits while operating vehicles within the community.

HOMEOWNERS ASSOCIATION (HOA) DUES

Monthly HOA payments are due on the first of each month. A late fee will be assessed if payment is not received by the last day of the month for which it is due.

EXTERNAL ELECTRIC VEHICLE CHARGING

With the growing interest in electric vehicles (EV's), the Board has approved a policy for the installation of exterior new or upgraded GFCI Protected Outlets for EV charging, use of existing outlets and external EV charging protocol.

NEW OR UPGRADED EXTERIOR GFCI PROTECTED OUTLET

An Architectural Request Application (ARA) will be required for Board approval prior to installation that will need to include the following:

- Narrative descriptive of the project
- Material photographs to include a GFCI Protected outlet, charger and a protective, reflective cord cover
- Name of Licensed Electrician installing the outlet
- Drawing showing the outlet location on your unit
- Electrical inspection reports after the work is completed
- EV Charger Liability Waiver
- Proof of homeowner insurance coverage

USE OF EXISTING EXTERIOR OUTLET OR GARAGE OUTLET (if EV charged outside garage)

- Use of a GFCI Protected outlet
- EV Charger Liability Waiver
- Proof of homeowner insurance coverage

EXTERNAL EV CHARGING

- Daily charging hours are between 8:00 PM and 9:00 AM.
- Cords crossing a shared walkway or common area during charging hours must be covered with a protective, reflective cover to minimize safety hazards.
- When charging cords are not in use, they must be stored securely, out of sight, and not left across walkways, sidewalks, driveways or common areas.
- Cords cannot be placed on the community bridge. They must be secured to the exterior side of the bridge by brackets.

The homeowner assumes full responsibility for any injury or accident arising from the installation or use of charging equipment.

Homeowners with tenants that desire to charge an EV must adhere to the above process and share the external EV charging process information with their tenants.

FINES

Any resident who fails to cooperate with a request from the management company, per Board of Directors, in regard to a violation of the rules is subject to a fine of up to \$100.00 per day after a due processing hearing.

These rules and regulations are pursuant to, in addition to, and do not replace the restricted covenants and/or the bylaws of Carnegie Park. These rules may be amended or revised.

CARNEGIE PARK HOMEOWNERS ASSOCIATION

ARCHITECTURAL REVIEW PROCEDURE

The Architectural Review Procedure was established by the Carnegie Park Board of Directors to preserve property values, ensure the natural beauty of the community, and promote the quality of life in Carnegie Park.

The Homeowners Association has the responsibility to review and approve or disapprove the requests of homeowners to construct, modify, or affect exterior improvements to any property in Carnegie Park. The Declaration of Covenants, Conditions and Restrictions, which established the homeowner's association, takes priority over each homeowner's deed which conveyed ownership of property.

All changes or alterations to the exterior of structures or landscape within Carnegie Park must be submitted to the Carnegie Park Homeowners Association in writing prior to commencement of the proposed work and be approved by the Board.

Homeowners must submit a Request for Architectural Approval (attached) for the changes or alterations including associated drawings a description of the proposed work, and indication of adherence to established guidelines

CARNEGIE PARK HOMEOWNERS ASSOCIATION

POLICY TO ISSUE FINES

As stated in the Carnegie Park restricted covenants Article VIII, Section 1. Rules and Regulations, the Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

After notice and opportunity to be heard, the Carnegie Park Board of Directors has the authority to levy fines of up to \$100.00 per day on homeowners for violations of the declaration, bylaws, and rules and regulations of the Association.

Hearing Procedure The Board shall not impose a fine, or suspend privileges of a member or other occupant for violations of rules unless and until the following procedure is followed:

- a. Demand Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 1. The alleged violation;
 2. The action required to abate the violation; and
 3. A time period, not less than five (5) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a result in the imposition of a sanction after notice and hearing if the violation is not continuing.
- b. Notice At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board of Directors or its delegate shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
 1. The nature of the alleged violation;
 2. The time and place of the hearing, which time shall not be less than five (5) days from the giving of the notice;
 3. An invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and
 4. The proposed sanction to be imposed.
- c. Hearing The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and then invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and sanction, if any, imposed
- d. Appeal Following a hearing before the Board, the violator shall have the right to appeal the decision in writing to the Board of Directors.