



Dunbarton Homeowners Association Rules and Regulations

Last Updated: May 2025

Pursuant to Article X, Section 1, Paragraph (D) of the Dunbarton Homeowners Association Bylaws, adopted August 6, 1979, the Dunbarton Board of Directors has formulated the following Rules and Regulations for the protection and general welfare of the development. These rules supplement the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Association.

The Board of Directors may amend any rule. Failure by the Association to enforce or failure by any Owner to adhere to any of the rules and regulations herein contained shall in no event be deemed a waiver of the rules and regulations.

These shall remain in effect whether enforced by the Homeowners Association or not until they are formally changed by the Board process. Invalidation of any one of these rules or regulations by judgment or court order shall in no way affect any of the other rules, which shall remain in force and effect.

Non-compliance with the Rules and Regulations may result in action by the Board of Directors by authority of the Covenants and Restrictions, which is inclusive of fines in accordance with the N.C. Planned Community Act, City of Durham, and Dunbarton governing documents.

These rules and regulations became effective on September 1, 1979, and were last amended in June 2023, with periodic updates or clarifications.

Please Note: Links to important documents are listed in the Rules and Regulations section.

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A. GENERAL

1. Owners are responsible for promptly reporting any damage to the outside of their

- home, land, or adjacent common area to the Board or the Community Manager.
2. All personnel hired by the Board or Community Manager shall be the responsibility of the Board or Community Manager. Any related concerns should be directed to the Board or Community Manager for action.
 3. Soliciting and door-to-door sales are prohibited.
 4. Garage, estate, and yard sales are prohibited unless expressly authorized by the Board and subject to limited conditions set by the Board.
 5. Any business, trade, or similar activity is prohibited within the Properties or upon any Lot unless expressly authorized by the Board, and then subject to such conditions as the Board may impose. Owner may conduct small business activities within the Properties or upon a Lot so long as:
 - a. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot.
 - b. The business activity conforms to all zoning requirements.
 - c. The business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a higher number of vehicles being parked than at surrounding properties.
 - d. The business activity is consistent with the residential character of the Properties and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents within the Properties or the Common Properties, as may be determined in the Board's sole discretion.
 6. While the North Carolina Fire Codes do not apply to townhomes when regulating charcoal or gas grills, owners are urged to keep these as far from the home as possible. (NC Fire Code recommends at least 10 feet from any living area.)
 7. Neighbors have the right to have reasonable enjoyment of their homes. Unreasonably loud and disturbing noises are prohibited (such as, but not limited to music, horns, signal devices, musical instruments, vehicles, fireworks, dogs, birds or other animals, etc.) The Board governs per current Rules and Regulations with adherence to the City of Durham Code of Ordinance, Chapter 26, Article 2 as written as of June 2023.
 8. Board of Directors and/or the Community Manager, except for emergencies, will notify any owner or resident, in writing, that is found in violation of any of the rules and regulations prior to any fines or remedies initiated and levied under NC General Statute 47F-3- 107.1.
 9. The Board will schedule a hearing for any person who does not comply with the Rules and Regulations after which, whether the person chooses to appear or not, fines will be assessed in alignment with the North Carolina Planned Community Act, City of Durham, and Dunbarton's governing documents.
 10. Any suspicious activity should be reported to the Durham Police Department by calling 911 in an emergency, (919) 560-4600 for non-emergency incidents, or our Police District 3 at (919) 560-4583.

B. MONTHLY ASSOCIATION DUES:

1. The main source of operating income is from the monthly Association Dues. It is the obligation of every owner to pay the monthly (maintenance) dues on time.
2. Direct draft service is available through the Management Company. Association Dues are drafted on the 1st day of each month, or the next working day if the 1st is a

weekend or holiday.

3. Association Dues are due on the first day of each month without notice and are considered late if not paid within 15 days of the due date.
4. Dues not paid on time will be subject to a \$20 late fee for each month the dues are in arrears.
5. If a homeowner becomes more than 3 months in arrears on their dues, the Board can elect to place a lien on the unit.
6. Dues are paid directly to the Management Company as follows:
 - a. By Mail: Dunbarton Homeowners Association, Inc.
c/o CAS, Inc. Processing Center
PO Box 94707
Las Vegas, Nevada
 - b. Online: via www.casnc.com/pay-dues/
Management Company ID# 937
Association ID# is 568
Ten-digit property account number.
 - c. Questions If you have any questions or need assistance with your account, please feel free to contact our customer service department 910-295-3791 x2.

The monthly Association Dues cover monthly operating expenses, unit maintenance and infrastructure reserves. General maintenance – long term and short-term needs, recreation area maintenance, Spectrum bundle, and reserve capital.

C. ANIMALS:

1. Domestic Animals:
 - a. Domestic animals, with some limitations (see below), are welcome in Dunbarton. Pet owners are required to comply with the following:
 - i. No more than two animals per household are permitted.
 - ii. All animals must be vaccinated and properly licensed with the City of Durham.
 - iii. All domestic animals, including dogs and cats, are to be on leashes and accompanied by the owner when outside.
 - iv. Residents are required to clean up immediately after their pets at all times and in all areas of Dunbarton. Dogs should not be allowed to enter another resident's yard or urinate on their bushes, lawns, fences, as well as mailbox banks, etc.
 - v. Animals may not be tied or staked outside or left alone in yards or on open patios/porches/decks.
 - vi. The Durham County Animal Control may be contacted when a case of safety to pets or residents is in question. (919-560-4600)
 - b. Barking or other nuisance noises made by pets must not interfere with neighbors' right to reasonable enjoyment of their homes. Such noises constitute a nuisance under the City of Durham's noise ordinance and Dunbarton's governing documents.
 - c. Any animal (including dogs and cats) running loose shall be considered a stray and may be reported to the Durham County Animal Control at 919-560-4600. A

pet is considered stray when it is off the property of its owner and not under restraint by any means.

- d. The breeding of animals for any purpose is prohibited.
- e. Chickens and chicken coops are prohibited in Dunbarton.

2. Wild and Stray Animals:

- a. To protect residents and wild animals, and to preserve Dunbarton's grounds, the feeding of wild or stray animals, including but not limited to foxes, deer, coyotes, ducks, geese and cats, is strictly prohibited at any time and in any area of Dunbarton.

D. SIGNAGE:

- 1. No sign shall be placed on the common grounds, including the entrance of Dunbarton, without written permission of the Board.
- 2. An owner may place one (1) For Sale sign directly in front of his/her home.
- 3. One Open House sign may be placed at the entrance on the morning of the open house. They must be removed along with other directional signs on the day of open house immediately after the open house is complete.
- 4. FOR RENT or FOR LEASE signs are not permitted in Dunbarton.

E. BUILDING EXTERIORS:

- 1. Fireplace wood shall be neatly stacked at least five (5') feet away from the rear of the unit and at least 18 inches from any other wooden structure to avoid problems with termite infestation.
- 2. Barbecue grills, bicycles, mopeds, sports equipment, scooters, toys, 3 & 4 wheelers, household items (e.g. towels and laundry), furnishings (with exception of porch furniture), or other personal items shall not be visible from the street or adjacent homes.
- 3. Holiday decorations and lights shall be limited and unobtrusive and must be placed only on the owner's property and not on common grounds. All decorations must be removed once the holiday season ends.

F. VEHICLES AND PARKING:

- 1. The maximum speed limit is 20 MPH on all Dunbarton streets.
- 2. Each homeowner will have a minimum of two parking spaces. Vehicles allowed at Dunbarton residences include conventional passenger automobiles, motorcycles, or trucks less than one and one-half tons in gross weight. Temporary/guest parking is available throughout the community. Short term visitor parking at the Clubhouse is allowable, provided permission is given by the Board or the Community Manager.
- 3. All Dunbarton streets are considered "FIRE LANES" and must be unobstructed and free of parked vehicles at all times. No on-street parking is permitted at any time. Residents who continually ignore this rule will be notified by the Community Manager by certified mail that the motor vehicle is to be removed from the street. If there is non-compliance with this directive, the Community Manager, with full authority of the Board, may have the vehicle removed from the street and stored elsewhere. All associated towing and storage charges will be at the expense of the owner of the vehicle.

4. Unlicensed and/or inoperable vehicles, boats, RVs, and trailers are not to be operated or stored in Dunbarton. In the event any vehicle is deemed by the Community Manager to be unserviceable and/or the property is being used primarily for the storage of any such vehicle, the Community Manager will direct the apparent owner by certified mail that the vehicle is to be removed from the property. If there is non-compliance with this directive, the Community Manager, with full authority of the Board, may have the vehicle removed from the property and stored elsewhere. All associated towing and storage charges will be at the expense of the owner(s) of the vehicle. Criteria that would cause a vehicle to be considered unserviceable may include, but is not limited to, flat tires (for an extended period), expired license plates, expired inspection stickers, and the like.
5. Washing of vehicles is permitted in the homeowner's assigned spaces only.
6. Automotive repairs are prohibited anywhere in Dunbarton.
7. Large moving vans (i.e., 18 wheelers) cannot safely navigate our streets and are not allowed in Dunbarton. Trucks of this size may be parked on Alpine Road with smaller trucks used to deliver goods directly to a resident.
8. An owner who is moving or having renovations completed may place a storage POD on their parking pad for up to one week. Additional time must be approved by the Property Manager.

G. NON-RESIDENT OWNERS AND RENTAL OF PROPERTY:

1. Dunbarton is a residential community of private homes. As such, purchase of property with the intention to rent or lease the property is discouraged.
2. While renting for any reason is discouraged, the Board recognizes that personal circumstances do change, and owners may find themselves contemplating renting their units for a period of time. Before making the decision to rent and certainly before having a rental agreement drawn up, owners need to be aware of the following:
 - a. Rental of any unit in Dunbarton should be a temporary arrangement, but for a period of no less than six months and requires a written lease. Short term rental arrangements (e.g., Airbnb, VRBO and similar models) are strictly forbidden in Dunbarton.
 - b. A copy of the Non-Resident Owner-Tenant Information Form must be submitted to the Community Manager and to the Board of Dunbarton Homeowners Association prior to occupancy.
 - c. The lease should address the following matters of interest to the HOA:
 - d. The right of the Association to enforce the Rules and Regulations, Restrictive Covenants and Bylaws against both owner and tenant. The owner is responsible for supplying the tenant with a copy of each of these documents prior to signing of the lease. (The Community Manager will provide the owner with a copy upon request.)
 - e. The responsibility of both owner and tenant to maintain the grounds, common areas, as well as private property, in keeping with the Association's Architectural and Grounds guidelines and maintenance policies.
 - f. The liability of both owner and tenant for any damage to property and common areas owned by the Association.
 - g. The responsibility of the owner for all homeowner dues and assessments, regardless of what arrangement the owner and the tenant may make between

themselves for payment of these monies.

- h. A provision prohibiting subletting of the property.
- i. If the owner should reside within a thirty (30) mile radius of Dunbarton, a provision specifying whether the owner or tenant (one or the other but not both) has the right to use the pool and other recreational facilities of the subdivision.
- j. There shall be no more than two unrelated persons occupying a unit, without prior approval from the Board.

H. RECREATIONAL FACILITIES: Pool, Clubhouse, Tennis Courts, Ponds

1. Pool Rules

- a. Unless otherwise posted as above, the pool season will open on Memorial Day weekend and close on Labor Day weekend.
- b. The pool and clubhouse are for the use of all legal residents of Dunbarton and their invited guests. Certain rules apply to ensure that the pool is a safe, healthy and an enjoyable experience for all who may use the Pool.
- c. GUESTS: Each home is allowed no more than eight (8) guests at any one time, and anyone living outside Dunbarton is considered a guest. Residents will use discretion in giving access to the pool in his/her absence and are responsible for retrieval of the key. No guests under the age of 18 shall be given access to the pool without an adult in supervision. Residents must ensure that Dunbarton Rules & Regs are followed fully by their guests at all times or privileges may be revoked. At no time will any Dunbarton resident and their guests be allowed to have exclusive use of the pool for a party.
- d. HOURS OF OPERATION: Per our permit, swimming is allowed from sunrise until dusk. Gathering at the pool area is allowed until 9:00 pm, daily.
- e. KEYS: Each household is provided a key that is restricted and numbered. If the key is lost, the cost to replace it is \$25.00. Keys for new residents, or replacement keys for current residents, may be obtained from Bryan of CAS by emailing bryan@casnc.com.
- f. KEEPING THE POOL AREA CLEAN: Shower before entering the pool. Showers are provided in the clubhouse bathrooms. Access code to bathrooms is 3250. Infants and children requiring diapers must wear swim diapers when in the pool. No pets are allowed in the clubhouse or inside the pool fence at any time. Please CLEAN UP your area of use when you leave the pool. Please separate your trash and your recyclable items. Dedicated trash cans will be clearly marked for trash. Another dedicated blue trash can will be for recycling. Recyclables with food residue, e.g. used paper plates, napkins, pizza boxes, are not to be placed in the recycle bin.
- g. SAFETY: SWIM AT YOUR OWN RISK - the Dunbarton pool has NO LIFEGUARD. An adult must accompany children under 18 years of age any time they are in the pool area. NO DIVING No running or horseplay in the pool area. No Games or water sports should be played if they interfere with other members using the pool. The pool gate may not be propped open at any time. This is a violation of State Law and if detected by authorities may result in revocation of the pool permit.
- h. As this is our community pool, please remember these considerations:
 - No running or horseplay in the pool area.

- No glass containers are allowed in the pool area. Please use plastic, paper, or metal implements for beverages and food.
- No cooking inside the fenced pool area.
- No games or water sports should be played if they interfere with other members using the pool.
- Everyone is responsible for lowering their own umbrella when leaving the pool area. Sudden thunderstorms or wind gusts can cause serious damage to umbrellas left in the open position.
- All pool toys, etc. must be removed from the pool before leaving.

2. Clubhouse:

- a. Standing DHOA committees may reserve the clubhouse for standing dates for their meetings.
- b. The Dunbarton Clubhouse is available to all residents for hosting private parties and gatherings of up to 35 persons. Every effort will be made to accommodate last minute reservations, but residents are urged to make their arrangements as early as possible. Please contact the Community Manager for door code.
- c. The clubhouse can be reserved only for functions at which the principal resident will be in attendance for the duration of the activities. All functions must end by midnight.
- d. Residents are expected to use discretion in using the clubhouse and are urged to inform the Board or the Recreation/Social Committee Chairperson of any concerns or doubts about a proposed use of the clubhouse. No advertising (posters, public announcements, or ticket sales) may be conducted in connection with use of the clubhouse or recreation areas.
- e. To reserve the clubhouse, email webstuff@dunbartonnc.org
- f. If events include food and drink and/or special decorations, an inspection of the clubhouse will be made after each function to determine if the clubhouse is in order. Any damage(s) or excessive cleaning requirements will require an appropriate billing of the resident's account who reserved the clubhouse.
- g. The reserving resident assumes full responsibility for conduct of guests using clubhouse facilities and full responsibility for return of the clubhouse to the same condition as upon arrival for the function.
- h. Use of tape, tacks, and nails on the walls and/or ceiling is prohibited.
- i. The clubhouse may not be reserved more than six months in advance.
- j. For the days listed below, no resident may reserve the clubhouse for that day or date on two consecutive years: New Year's Day, Valentine's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Should one of the days be unreserved as of two months prior any resident of Dunbarton may reserve the clubhouse for that day.
- k. Smoking is not permitted in the clubhouse or the pool area.
- l. The following checklist must be completed at the end of the reserving resident's function. Please check each item personally to ensure that you have complied with all regulations prior to locking the clubhouse:
- m. Heat and air conditioning: Return thermostat to 55 degrees in the heating season

- and 80 degrees in the cooling season.
 - n. Refrigerator: Remove ALL food/drink you provided. Do not overcrowd the freezer with too many bags of ice.
 - o. Vacuum or sweep floors.
 - p. Wash off countertops in the kitchen.
 - q. Flush all toilets.
 - r. Wipe off tabletops and chairs as necessary.
 - s. Consolidate ALL trash including restroom trash and remove it to the dumpster.
 - t. Turn out all the lights before closing the clubhouse.
 - u. Lock all doors to the clubhouse before leaving.
 - v. No pets are allowed in the clubhouse or pool area.
3. Tennis Courts: The Board is currently evaluating current and future plans for the tennis courts.
4. Ponds:
- a. Both the upper and lower Dunbarton ponds afford everyone the opportunity to enjoy a great walk, a pleasant drive-by view and perhaps some fishing. It is especially important, however, to know and follow the safety rules.
 - b. Fishing ponds are for use by Dunbarton residents and their invited guests.
 - c. A resident should always accompany guests, except as follows:
 - d. Resident's children and grandchildren and spouses of resident's children and grandchildren are allowed to use the ponds without the resident in attendance, provided that an authorized adult guest accompanies children under 16 years of age.
 - e. If a resident's children or grandchildren bring friends or relatives with them to the ponds, then the resident must be in attendance.
 - f. Never walk on an ice-covered pond!

I. SNOW REMOVAL:

1. Dunbarton streets will be cleared of snow through the landscaping contract. Every effort will be made not to pile snow at the end of driveways.
 - a. Ice and snow removal necessary for convenience or safety, including but not limited to walkways, decks, driveways, bridge walkways, and railings, is the homeowner's responsibility.

J. ARCHITECTURAL REVIEW AND BUILDING CHANGES:

1. Any additions, changes, removals, replacements, or alterations to the exterior and outside area of your residence must be reviewed and approved in writing by the Dunbarton Board, as per Article VIII, Section 1, of the Dunbarton Declaration of Covenants and Restrictions. This includes, but is not limited to, any additions of, or alterations to, front entry doors, entry railings, porches, patios, garage doors, retaining walls, awnings and shutters.
2. Under no circumstance will any oral requests be considered.
3. See Architectural Policies and Procedures below. Requests for all changes should be submitted to the Community Manager using the Architectural and Grounds Request Form found in Front Steps. In your request, please include images and specifications of any replacement or new materials considered for exterior architecture.
4. Notification of approval will be sent through the Management Company.

ARCHITECTURAL POLICIES AND PROCEDURES

1. When planning your project, allow time needed for necessary Board reviews and approvals (usually no more than 30 days).
2. Any unapproved exterior changes or additions are subject to Architectural Committee and Board review. The homeowner, at his/her own expense, may be required to entirely remove or alter any unapproved change or addition.
3. Proposals for all projects must include a rendering of the plan, showing location on the property, with details of measurements, materials, and finishes. In order to preserve Dunbarton's architectural integrity, the design, materials, and colors must be consistent with those of the existing residence and neighboring structures and must blend into the natural surroundings. The use of stone, brick, wood, iron, and other natural materials is required. In some applications and with Board approval, use of alternate materials may be considered if those materials improve the life quality of the change or addition.
4. Upon receipt, the Architectural Committee will review the request, visit the property, and, as necessary, meet with the resident for further understanding and project clarification. The Committee will discuss and submit a recommendation to the Board for their determination. All final decisions are the Board's - they will approve, deny, or table the request and the Community Manager will communicate the decision to the homeowner.
5. The Architectural Committee and Board reserve the right to inspect all approved completed projects. If design, materials, or finish are not as described in the approved proposal, the homeowner may be responsible for making necessary changes to comply with the approved request.
6. Walls, retaining walls, fences, or edgings of any sort may not be installed at any residence unless specifically approved by the board after review and approval of the owner's request to the Architectural Committee. These additions will be subject to stringent review, as care must be taken to preserve the natural contours and open spaces of the community setting. Additions must be consistent with materials used on the residence and neighboring residences and must blend into the natural surroundings.
7. Exterior residential paint colors are determined by the Dunbarton Association. All exterior residence additions/changes must match the residence's assigned paint and trim selections. The Community Manager has the current list of approved and assigned residential colors.
8. Residents may personalize their front door color by choosing from the Board Approved link to Front Door Paint List. A color choice not found on that list requires Architectural Committee review and Board approval. Only the door is to be painted the approved color - the door frame, sidelights and trim are to match the existing residence trim color. Storm doors are to be painted to match the front door.
9. Dunbarton maintains a list of approved Front entry and Storm door styles. Before adding or changing either of these, consult the Architectural Committee for the current approved selections in the link Front Doors and Storm Doors.
10. Antennas are not permitted in Dunbarton. Satellite Dishes consistent with the Telecommunications Act of 1996, i.e., 21" or less are acceptable, provided they are not

visible from the front of the residence and the Board or Property Manager has approved the placement prior to installation.

K. LANDSCAPING AND LANDSCAPE MAINTENANCE POLICY

1. Homeowners must request permission from the Grounds Committee in writing before making any changes in landscaping, including removal or planting of trees, shrubs, or changes in drainage, fences, patios, lighting or retaining walls around their units. All plantings should follow published guidelines. These requests must be submitted on the Architectural/Grounds Change Request Form found in Front Steps and must include a drawing/diagram for both Grounds and Architectural requests. The Landscape Implementation Policy and Plant List includes lists of plants for use or to avoid when planning a project. The lists also include native plants, invasive plants and resource references. Committee recommendations then go to the Board of Directors which has the final approval of those recommendations. Notification of approval will be sent through the Management Company.
2. Once the Homeowner has been notified that the proposal has been accepted, owners are expected to complete the project within a one-year period. Should the project not be executed according to the approved plans, the owner will be required to make the corrections within a specified period of time at their expense or the association will make the corrections at the owner's expense.
3. The Dunbarton Grounds Maintenance Contractor is responsible for general maintenance of the entire community except for those areas inside enclosures (retaining walls, fence, berm or other physical barriers). If individual owners wish to have extra work done, at their own expense, they should submit a request to the Community Manager.
4. Homeowner's Responsibility
 - a. Cost of replacing shrubs or trees not in the common area. The Grounds Committee has a list of shrubs and trees that are recommended for use in Dunbarton. This list is available in the link The Landscape Implementation Policy and Plant List.
 - b. Homeowners may remove foundation shrubs and replace them with the same shrub, unless the shrubs are invasive.
 - c. As Dunbarton is home to many crape myrtles, it is important that these trees be pruned correctly to maintain their integrity. Before pruning a crape myrtle, homeowners must submit an Architectural and Grounds Request Form found on Front Steps describing the pruning to the Grounds Committee and receive approval from that committee before taking any action. For more information, see link to Pruning of Crape Myrtles in Dunbarton.
 - d. Pruning of other trees and shrubs by the Homeowner should be done with the guidance of the Grounds Committee to maintain their integrity. [See line to Shrub Pruning Calendar.](#)
 - e. All maintenance within retaining walls, fence, berm or other physical barriers areas.
 - f. Maintenance of all special flower beds and raised beds.
5. The Association's Responsibility
 - a. Provide all maintenance of common open space, including the removal or replacement of trees and shrubs.
 - b. Provide the following general maintenance for all of Dunbarton: weeding, replenishment of mulch/pine straw as approved by the board, approved removal of

- dead or hazardous shrubs and trees, mowing, pruning, fertilizing and reseeding.
- c. The Grounds Maintenance Contractor will make a reasonable effort to contact the Homeowner prior to pruning.
- d. Working closely with the Grounds Maintenance Contractor, the Community Manager will monitor the maintenance of both private grounds at individual units and the common properties throughout Dunbarton. Any areas of concern will be reported to the Grounds Committee.
- e. Residents may leave small piles of yard waste at the front of their property for weekly removal by the Grounds Maintenance Crew.

L. TREE REMOVAL POLICIES AND PROCEDURES

1. Residents are reminded that no tree may be removed without the approval of the Board of Directors through the Grounds Committee.
2. Please see links to Tree Removal Policies and Procedures and Submission Procedure for Architectural or Grounds Requests.

M. EXTERIOR MAINTENANCE RESPONSIBILITIES

1. HOA Responsibilities
 - a. Clean the gutters and downspouts a minimum of twice a year on a schedule determined by the Board and Community Manager.
 - b. Maintenance of trees, shrubs, grass, and walks in yards to the extent determined by the Board and management.
 - c. Maintenance of walkways, bridges, drainage areas, and driveways.
 - d. Repair and replacement of mailbox stands and mailboxes necessitated through normal use.
 - e. Repair and replacement of roads, parking areas, and sidewalks.
 - f. Repair of streetlights and underground wiring.
 - g. Annual termite inspection and treatment if necessary.
 - h. Ice and snow removal on roadways.
 - i. Pool and associated pool equipment, clubhouse, tennis courts, barn, gatehouse, and ponds.
 - j. All exterior water and sewer lines including the line from the meter to the unit, except when the problem is caused by the homeowner's negligence.
 - k. Replacement or repair of roofs, gutters, and downspouts when necessary.
 - l. Repair or replace as necessary all siding and shutters and paint each unit, including the front door and wooden storm doors, on a regular schedule as determined by the Board and Community Manager. Deck railings and supports will be painted/stained/water sealed when the unit is painted. Deck flooring is excluded from the HOA's responsibility.
 - m. If trellises need to be moved to obtain access for painting exterior areas, homeowners will be contacted by the Community Manager and consulted before proceeding.
 - n. Units will be inspected for painting needs on a seven-year cycle. Residents will receive notification of painting in advance.
 - o. Windows should be opened by painters and homeowners together after painting to be certain they have not been painted shut.

- p. Exterior door and window maintenance of frames and sills, when repair is more economical than replacement, and the component affected is a repairable part of the door or window system. This repair does not include any locks, latches, or hardware of any type. Exterior components will be caulked and painted when units are painted.
- q. Repair or replacement of chimney caps and associated flashing and siding.
- r. The Board has the right to authorize the Community Manager to inspect any unit where maintenance of the unit is of concern and then determine a plan for any repairs necessary for maintaining the integrity of the unit and thus the community. The repair cost may be considered the homeowner's responsibility.

2. Individual Homeowner's Responsibilities

- a. Chimney structural problems.
- b. Removal of birds or animals entering through the chimney or the flue or flue vent cap.
- c. The foundation and all structural parts of the house and decks.
- d. Unit foundation structural problems causing a unit to shift position or any problems to the house and/or deck caused by this shift.
- e. Heating or air conditioning units or any feeder lines to them.
- f. All glass surfaces. (Frames will be painted by the HOA when the unit is painted.)
- g. All electrical fixtures and lines except the lights and lines owned by the HOA and the main lines and security lights, which are owned by Duke Energy.
- h. Any inside damage caused by outside leaks or failures.
- i. All planting inside walls or fences and all raised gardens and special flower beds (e.g., rose gardens and other gardens).
- j. Inside and outside pest control, other than annual termite inspection and ensuing termite treatment, is the homeowner's responsibility. All pest control must be done by a company licensed in the state of North Carolina.
- k. Exterior enhancements including, but not limited to, trellises, decorative walls, fences, patios.
- l. Repair and replacement of decks, railings, and steps, including all areas under the unit or decks.
- m. All exterior water hose connections.
- n. All door (including garage doors) and window replacements, including frames and sills, when the affected component is not economically repairable, or the affected component is not a repairable component of the door or window system.
- o. Drainage system for the unit (example: sumps, drains, pump, pipes), except for gutters and downspouts.
- p. Storm doors, screens, and storm windows including repair and replacement; painting between regular paint cycles.
- q. The electrical components of attic fans and vents.
- r. Damage to landscape caused by improper parking, negligence, pets, etc.
- s. The extra cost for painting a unit due to owner negligence such as painting the exterior of the unit with a paint having a color or quality which has not been approved by the board.
- t. Plants, ivy, and other vines on the exterior surface of the unit are difficult to control, can damage exterior walls and surfaces and can increase the cost of

maintenance. A homeowner who desires to have such plants must keep them in pots and away from all building surfaces. If the owner fails to keep them away from the buildings, the HOA will remove the vines and the homeowner will be charged for the work.

- u. All wood must be stored 18 inches from all wooden structures, and no more than a half 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 any wood is the cause of any damage, the homeowner will be charged.
- v. Any damage to a unit which is covered by the homeowner's insurance.
- w. Repair or replacement of skylights & solar tubes.
- x. Cost of replacing shrubs or trees not in the common area.
- y. The cost of any repairs needed resulting from termite infestation or other wood destroying insects.

N. Rules and Regulations Violations Enforcement

The governing documents of Dunbarton are meant to ensure enjoyment of living for all residents of the community. If violations occur, the Board of Directors can enforce compliance through a series of steps with the offending homeowner.

a. Financial

1. If a resident is late with monthly dues payment, a late fee will be assessed to their account. Past due balances, plus the late fee charge, will be charged an interest cost of eight percent (8%) per annum for the days delinquent based on a 360-day year.
2. If non-payment reaches three (3) months, a Demand Letter will be sent to the homeowner giving notice of 15 days to pay.
3. If not paid in full, the Board can assign a lien to the homeowner's property.

b. General – If a resident is in violation of Rules and Regulations including, but not limited to, illegal parking, nuisance noise, exterior storage, etc. the Community Manager will:

1. Give the homeowner a notice to correct by email, in person or phone call.
2. If the violation continues, the homeowner will be sent a formal warning by mail or email to correct.
3. If the violation is not corrected, the homeowner will be invited to a hearing to discuss the violation.
4. Whether or not the homeowner appears at the hearing and the violation continues, the Board can assess monetary fines of up to \$100 per occurrence or \$100 total per day until corrected.
5. If non-payment of fines reaches an amount equivalent to three (3) months of HOA dues, the Board can assign a lien to the homeowner's property.

O. Addendum

Guidelines for proposing a rule change

The Dunbarton HOA is governed by Article of Incorporation; Declaration of Covenants and Restrictions; By-Laws, and Rules.

To amend the Declaration of Covenants and Restrictions...

Article XI (should be X)

Section 6: These covenants and restrictions may be amended by a vote of at least two-thirds (2/3) of each class members cast in person or by proxy at a meeting duly called for this purpose, written notice of which, including the subject matter of the proposed amendment shall be sent to all Members at least thirty (30) days in advance. Matters mentioned elsewhere in these Covenants requiring the approval of first mortgagees or requiring a greater percentage of Members for approval shall be so governed. Any such amendment shall become operative and binding upon all Members and their properties when set forth in an Amended Declaration of Covenants and Restrictions and recorded in the office of the Register of Deeds of Durham County, North Carolina.

To amend the By-Laws...

Article XVIII

Section 1: These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds of a quorum or members present or by proxy, provided that those provisions of these bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Article of Incorporation or applicable law: and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to the Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and Restrictions applicable to the Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

To amend the Rules...

Pursuant to Article X, section 1, paragraph (D) of the Dunbarton Homeowners Association Bylaws, adopted August 6, 1979, the Dunbarton Board of Directors has formulated the following Rules and Regulations for the protection and general welfare of the development. These rules supplement the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Association. The Board of Directors may amend any rule. Failure by the Association to enforce or failure by any Owner to adhere to any of the rules and regulations herein contained shall in no event be deemed a waiver of the rules and regulations.

In keeping with the above, the Board welcomes homeowners to bring forward concerns, suggestions, and potential rule changes. The Board will review the proposed rule change at the next Board meeting. Discussion of the rule change will conclude with one of the following decisions:

- Board approves the rule change and communicates with the community.
- Board requests more information which may include meeting with the homeowner(s) requesting the rule change.
- Board determines that the potential rule change should be brought to the community for a vote.
- Written summary sent to all homeowners and written vote required.
- Proposed rule change will be brought to the annual meeting in a format determined by the Board

- Special meeting of the community to be called to evaluate the proposed rule change in a format determined by the Board.
- Board does not approve the rule change.

The following document outlines the information needed for bringing forward a potential rule change to the Board. **Please copy below and complete required information.**

Dunbarton Rule Change Format

Homeowner(s) proposing the rule change:

Current Rule:

Proposed Rule Change:

Rationale:

Please include the following in providing the rationale...How/why the proposed rule will positively affect the community. Is there any potential negative affect to the community? Is there any evidence of any history of problems associated with the current rule? Are there any costs associated with the potential rule change?

Would you like to attend a Board meeting to present this potential rule change?

Please submit answers to required information noted above to the Board via email at dunbartonboard@gmail.com. Write "Proposed Rule Change" in the subject line.