

Grove Barton Place Owners Association

Rules & Regulations (Revised 11/12/2025)

Grove Barton HOA Board: General Statement

These Rules and Regulations have been adopted by the Board of Directors for Grove Barton Place under the authority granted by the Grove Barton Place Covenants. They are intended to support and clarify the Covenants and do not replace or supersede them. *Source document is the Declaration of Condominium for Grove Barton and Bylaws, where applicable.*

All Homeowners, Tenants, Residents, and their Guests are required to comply with both the Rules and Regulations and the governing Covenants of the community.

Quiet Enjoyment (Article XIV)

- All Units and Common Elements must be used in a lawful, respectful, and non-disruptive manner. Activities that create a nuisance, such as ongoing noise clearly audible within another Unit, particularly during designated quiet hours (9:00 PM to 8:00 AM), are not permitted.
- If a pattern of disturbance is reported by another resident, the responsible party must take immediate steps to mitigate the impact.

Business Activity Prohibited (Article XIV)

The property is designated for private, residential use only. No business, commercial, or professional enterprise shall be conducted on any portion of the property, including within individual Units or Common Elements, whether on a full-time, part-time, or occasional basis. This includes, but is not limited to, activities that involve client or customer visits, employee or contractor access, product storage, increased deliveries, or any other activity that disrupts the residential character of the community.

Signs and Advertising (Article XIV)

To preserve the appearance and residential character of the community, the display of signs, posters, banners, and other forms of advertising is strictly regulated.

- For Sale/For Rent Signs: Signs are not to be posted on the property however open houses may be held where your agent may post signs outside of the building to attract potential buyers. They must be removed immediately after the open house is over. Potential buyers will need to contact the agent for access into the building. Please make sure the agent knows about the GB Covenant & Rules/Regulations before selling the unit so the future owner is informed.
- Political Signs: Political signs may be displayed inside Unit windows only, beginning forty-five (45) days prior to an election and must be removed within seven (7) days after the election. Political signage must comply with applicable laws and must not exceed the HOA's allowable size or create a visual nuisance.
- Holiday Decorations: Seasonal or holiday decorations may be displayed within a reasonable period before the holiday and must be removed within 15 days after the holiday ends. Decorations must not interfere with neighbors, common areas, or violate any fire or safety codes. The HOA reserves the right to request removal of any decoration deemed excessive, offensive, or unsafe.
- The HOA Board reserves the right to determine whether any sign or display violates this policy and may take enforcement action as necessary, including removal at the owner's expense.

Pets (Article XIV)

To maintain the safety, cleanliness, and residential character of the community, the following pet policies apply to all residents, guests, and temporary caretakers:

- **Permitted Animals:** Only domesticated household pets such as dogs, cats, or other commonly recognized household animals may be kept on the property. No more than two (2) total pets are allowed per Unit at any time. Livestock, poultry, exotic animals, and animals kept for breeding or commercial purposes are strictly prohibited.
- **Size Restrictions:** Pets that will attain an adult weight exceeding thirty-five (35) pounds are not permitted on the property, regardless of breed. This size restriction applies equally to pets temporarily visiting or being cared for by residents (e.g., pet-sitting or fostering). No exceptions will be made for temporary arrangements or guest animals.
- **Behavior and Control:** All pets must be kept under the owner's control and on a leash at all times when outside the Unit, in accordance with City of Raleigh, Wake County, and Association regulations. Pets must not create a nuisance, including excessive barking, aggressive behavior, or damage to Common Elements. Pets that are deemed dangerous, aggressive, or a consistent disturbance may be subject to removal, at the owners expense.
- **Clean-Up Responsibilities:** Pet owners are required to immediately clean up after their animals in all areas of the property, including walkways, landscaped areas, and Common Elements. Emergency poop bags can be found in the top drawer of each lobby credenza.
- **No Grandfather Clause:** The previous grandfathering provision for pets registered before October 6, 2009, is no longer in effect. All Units must comply fully with the current pet policy regardless of the animal's history or duration of stay.

Window Treatments

To maintain a consistent and aesthetically pleasing exterior appearance throughout the community, the following guidelines apply to all window treatments (to include door windows and balcony):

- **Exterior Appearance:** All window coverings visible from the exterior must be white or off-white in color. This includes blinds, shades, curtains, or any other form of window treatment.
- **Interior Design Flexibility:** Homeowners who wish to install drapes, curtains, or panels in a color other than white may do so only if a white or off-white liner, shade, or backing is used so that the colored treatment is visible only from the interior, and the exterior remains uniform.
- **Prohibited Materials:** Items such as bed sheets, newspapers, reflective materials (e.g., aluminum foil), or temporary coverings are not permitted as window treatments at any time.
- **Compliance Requirement:** All Units must comply with this policy. No existing window treatments are grandfathered, and any non-conforming treatments must be replaced to meet the current standard.

Emergency Access (Article XV & XVI)

In the event of an emergency originating in or threatening any Unit, the Board of Directors, the management company, or any individual authorized by them shall have the immediate right to enter the affected Unit to address or mitigate the emergency.

While reasonable efforts will be made to contact the Unit Owner prior to entry, emergency circumstances may require access without prior notice. Care will be taken to minimize damage during entry; however, the Unit Owner is responsible for any costs incurred as a result of emergency access, including but not limited to damage to locks, doors, door frames, or other entry points.

To facilitate emergency response and minimize property damage, all Unit Owners are strongly encouraged to:

- Provide up-to-date emergency contact information to the management company.
- Consider authorizing a trusted neighbor or nearby contact to provide access in their absence.

Tenants & Guests (Article XI)

To ensure proper oversight and community standards, all rental activity within Grove Barton Place must adhere to the following requirements, effective immediately:

- **Minimum Lease Term:** All lease agreements must have a minimum duration of twelve (12) consecutive months.
- **Mandatory Tenant Registration:** Homeowners must submit a completed ***Tenant Registration Form*** to the management company. The following information is required:
 - Full names and contact details of Lessee.
 - Lease start and end dates.
 - A copy of the lease agreement (or summary confirmation).
 - Written acknowledgment that the tenant has received and agrees to follow all HOA rules. Updated information must be provided within 7 days of any changes to tenancy.
- **Owner Responsibility:** Homeowners are responsible for the behavior and compliance of their tenants and guests. Violations by tenants or guests will be enforced as violations by the Unit Owner, including any applicable fines or restrictions.
- **Rule Communication:** Homeowners must provide their tenants with a full copy of the Association's Rules & Regulations prior to move-in.

Common Area Damage and Move-In/Move-Out Procedures

- **Responsibility for Damage:** Homeowners are financially responsible for any damage to the Common Elements caused by themselves, their tenants, guests, delivery personnel, movers, or any other individuals associated with their Unit. This includes damage incurred during deliveries, move-ins, and move-outs.
- **Repair Costs:** Any costs associated with repairing or restoring damaged Common Elements will be billed to the current homeowner of the Unit responsible for the damage. Prompt payment of these charges is required.
- **Move-In/Move-Out Policy:** All residents and their agents must comply with the established Move-In/Move-Out Policy adopted by the Board of Directors. This policy outlines procedures designed to minimize damage and disruption within the community.
- **Move-In/Move-Out Fee:** A non-refundable fee of **\$300.00** will be charged to each homeowner for every change in residency, covering administrative costs and preventative measures related to moves.

Architectural Improvements in Units (Article XVII)

Homeowners may make interior improvements or alterations within their Units provided such changes do not impair the structural integrity, mechanical systems, or support of any portion of the condominium building.

- Any modifications, alterations, or improvements that affect or extend into the Common Elements or exterior portions of the property require submit an ***Architectural Change Form*** to CAS for prior written approval.
- Homeowners are responsible for ensuring all improvements comply with applicable building codes, regulations, and Association guidelines.

Homeowner Maintenance and Repair Responsibilities (Article XX)

Each Homeowner is responsible for the timely maintenance, repair, and replacement of all components within their Unit, including but not limited to:

- Interior surfaces such as walls, ceilings, floors, and finishes (e.g., painting and decorating).

- All appliances and mechanical equipment, including heating and air conditioning systems, stoves, refrigerators, fans, dishwashers and other personal property.
- Utility fixtures and connections necessary for water, electricity, gas, telephone, and sanitary sewer services serving the Unit.
- Homeowners must promptly address any repair or maintenance issues that, if neglected, could cause damage and/or noise nuisance to the Unit, other Units, or Common Elements. Failure to perform necessary repairs may result in liability for any resulting damages or hazards to the condominium or other residents.

Homeowner's Insurance

All Unit Owners and residents are required to maintain and continuously carry comprehensive insurance coverage on their individual Units, including but not limited to property damage, personal liability, and loss of use. This insurance must adequately protect against risks such as fire, theft, water damage, and other perils, and must comply with any coverage requirements established by the Association or its governing documents.

Common Area Improvements and Exterior Maintenance

Prohibited Items in Common Areas: Homeowners and Residents shall not place or install any decorations, fixtures, plants, or accessories outside their Units in the Common Areas, including doors, walls, hallways, or other shared spaces.

- Exceptions for small decorative items that harmonize with the building's overall aesthetic may be considered only with prior written approval from the HOA Board of Directors. Unauthorized items may be removed without notice.
- Door Mats: Only rubber-backed door mats are permitted to prevent damage to hallway carpeting. Homeowners and Residents are responsible

for regular cleaning of their mats and the area beneath them. The cleaning staff is not responsible for moving mats during carpet cleaning. If damage to the hallway carpet results from a door mat, the responsible Homeowner shall bear the cost of carpet repair or replacement.

- Holiday and Seasonal Door Decorations Holiday door décor is permitted annually from November 15th through January 15th. For any other seasonal or decorative displays outside this timeframe, Homeowners must submit a written request for approval to the HOA Board of Directors.

Suggestions for Common Area Additions: Homeowners and Residents are encouraged to submit suggestions for additions or improvements to the Common Areas in writing to the HOA Board of Directors for consideration.

- Approval Conditions for Alterations and Improvements: As a condition of granting approval for any alteration or improvement, the HOA Board may require that the requesting Homeowner assume responsibility for all associated costs, including maintenance, repair, and insurance of the approved modification.

Association Responsibility for Exterior Maintenance

The Association is responsible for the maintenance, repair, and replacement of all Common Elements in accordance with the Community's governing documents and the North Carolina Condominium Act. For detailed responsibilities, please refer to the Association's maintenance responsibility chart.

Parking Lot Policy

Vehicle Requirements: All vehicles parked on Grove Barton Place property, including cars, trucks, campers, trailers, vans, boats, and similar, must be:

- Operational and in good working order.
- Current on all required inspections and registrations.

- **Parking Authorization:** Only vehicles registered with the Association are permitted to park on the property. This requirement applies to all Owners, Renters, and Guests without exception.
- **Temporary Parking for Specialty Vehicles:** Campers, trailers, boats, vans, and similar vehicles may only be parked temporarily and must receive prior written approval from the HOA Board of Directors. Unauthorized long-term parking of these vehicles is prohibited.
- **GB Vehicle Registration Requirement:** All residents must submit to the management company, no later than January 1, 2026, a completed **GB Vehicle Registration Form**. The make, model, color and license plate number of all vehicles associated with their Unit must be provided.
- **Non-Compliance:** Failure to register vehicles or comply with parking regulations may result in the towing of an GB unregistered vehicle.
- **Enforcement and Towing:** The Association reserves the right, at the sole discretion of the Board of Directors, to tow or remove any vehicle that:
 - Does not comply with these rules.
 - Is deemed abandoned, inoperable, or poses a safety hazard.
 - All towing will be conducted at the vehicle owner's expense, and the Association is not responsible for any damage or costs resulting from such towing.

Smoking Policy

In 2021, the GB ownership had a majority vote for implementing a smoking policy. The following rules apply throughout Grove Barton Place:

- **Indoor Common Areas:** Smoking is strictly prohibited inside all building common areas, including but not limited to lobbies, hallways, stairways, elevators, the conference room, and the fitness center.

- Outdoor Areas: Smoking is prohibited within 20 feet of any building entrance or exit to prevent smoke from entering common areas and Units. Beyond this buffer zone, smoking is permitted on Grove Barton Place property.
- Balconies: While balconies are part of an owner's Unit, they are a Limited Use Common area and subject to this rule. Residents are asked to be mindful of neighbors and be considerate regarding smoke drifting into adjacent Units or common areas.
- Litter Responsibility: All smokers are responsible for properly disposing of all smoking-related waste, including cigarette/cigar butts, packaging, and ashes.

Video Monitoring/Surveillance Requests

- Request in Writing: All video footage requests must be submitted using the ***GB Video Request Form***, including date, time, location, and reason.
- Time Limit: Requests must be made within 5 days of the incident due to limited video retention.
- Review & Approval: All requests are subject to review by management or the board. Approval is not guaranteed.
- Privacy Protection: Footage involving other residents may be redacted to protect privacy.
- Law Enforcement Access: Footage may be released directly to police if a report is filed and details are provided.
- Fees May Apply: An administrative fee may be charged for video retrieval and processing.

Privacy Notice: Video recordings are for community safety and incident verification only. We do not monitor footage in real-time, and recordings are not released without valid reason and proper documentation.

Administration and Communication

Submission of Written Requests: Wherever any Rule or policy within this document calls for a “request in writing,” OR “written pre-approval”, shall be submitted to CAS (via email/mail) with a copy to the GB Board.

- All submissions must include any applicable forms, attachments, photographs, or other documentation necessary for proper evaluation.
- Requests made by other means, verbal communication, will not be deemed complete or actionable until followed by an email/mail submission as specified.

Enforcement and Compliance

Violations of these Rules and Regulations or the Covenants may result in:

- A written warning issued by the Board or management company.
- If not remedied, a due process hearing before the Board.
- Following the hearing, the Board may impose fines or take other enforcement action as permitted under North Carolina law and the Association’s governing documents.
- Fines will be based on severity of the infraction and can range between \$50-\$500, per infraction.

Final Note

The Board of Directors thanks all residents for their continued cooperation and compliance with the Rules, Regulations, and Covenants of Grove Barton Place. Your commitment helps preserve the integrity, appearance, and property value of our community.