The Commons at River View

Rules and Regulations

Condominium living is a new experience for many of us and requires and understanding of its operation. With everyone’s cooperation, we all will enjoy the advantages of condominium living.

In order to create a congenial and dignified residential atmosphere, your Board of Directors has adopted these Rules and Regulations. These Rules and Regulations may not please everyone entirely, nor are they designed to satisfy individual desires. They will, however, meet the approval of most owners. This is the only means of achieving success in condominium living.

Any questions, suggestions, or complaints should be made to the Board of Directors since we are self-managed, preferably in writing.

It is hoped that we may have the understanding and cooperation of all the owners and residents so we may all enjoy the benefits of condominium living to the fullest.

1. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to adopt, promulgate, and enforce such rules and regulations governing the use of the Units and Common Elements as the Executive Board of the Association, from time to time may deem to be in the best interests of the Association, including, without limitation, the right to make permanent and temporary assignments of parking spaces and the right to restrict the number, type, and size of domestic pets to promulgate rules concerning pet ownership. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The following Rules and Regulations shall apply to the Condominium, the Common Elements, and the Limited Common Elements and the Units.
	1. No Unit Owner shall cause any improvements or alterations to be made to the exterior of the Condominium (including painting or other decoration, the installation of electrical wiring, television or radio antennae, or any other objects or devices which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of the exterior portion of any building without the prior written permission of the Executive Board or a duly appointed Architectural Control Committee. No Unit Owner shall cause any object to be fixed to the Common Elements or to any Limited Common Elements (including the location or construction of fences or the planting or growing of flowers, trees, shrubs, or other vegetation) or in any manner change the appearance of the Common Elements or Limited Common Elements without the prior written permission of the Executive Board or a duly appointed Architectural Control Committee.
	2. No Unit Owner or resident of the Condominium shall post any advertisements or posters of any kind in or on the Common Elements except as authorized by the Association.
	3. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television sets, and amplifiers that may disturb other residents. Those keeping domestic animals will abide by all applicable regulations and ordinances of the City of High Point and Guilford County and by such additional rules and regulations of the Association, if any, from time to time adopted by the Executive Board of the Association, which rules and regulations may restrict the number, type, and size of domestic pets and establish conditions of pet ownership.
2. Compliance

These bylaws are set forth to comply with the requirements of the North Carolina Condominium Act, Chapter 47C of the General Statutes of the State of North Carolina. In the event that any of these bylaws conflict with the mandatory provisions of said statute, it is hereby agreed and accepted that the provision of the statute will apply.

The foregoing were adopted as the bylaws of the Commons of River View Condominium Homeowners Association, Inc., a nonprofit corporation under the laws of the State of North Carolina, at the first meeting of the Executive Board on February 1, 1999.

1. General

Pursuant to the Declarations of Covenants, Conditions and Restrictions and the By-Laws, the following rules and regulations are presented to the residents of the Association. “Resident” is to mean: owner(s) of a unit, tenant(s), or guest(s). “Common property” consists of all landscaped areas, grassed areas, parking lots, dumpster areas, and hallways of the buildings.

* 1. Automotive Maintenance and Operation

No maintenance, with the exception of washing and/or waxing of residents’ personal automobiles, motorcycles, or associated equipment registered with the Association is allowed on the common property. During drought conditions, please refrain from washing automobiles.

Vehicles are to be operated in a responsible manner while on the Association ground for the protection of other residents. Vehicles are to have current license plates and be in operable manner. Those not with current plates or inoperable will have a notice put on their vehicles.

* 1. Conduct of Children

Parents/Guardians are responsible for the general conduct of their children at all times. Climbing structures or vegetation, i.e. trees, is not permitted. Damage to the property or injury to the person will be the responsibility of the parent/guardian.

* 1. Commercial Activity

No condominium unit is to be used for commercial activity of selling physical goods directly out of the unit by visitation of the buyer. At-home computer-based businesses are allowed as long as there is no physical transaction of goods/services.

Electronic type businesses are allowed for example – eBay business.

* 1. Decks and Patio Maintenance

Tenants are to keep patios/decks neat and clean. No grills or any kind of gas-powered machinery can be stored or used on patios/decks. Pest control is the tenant’s responsibility (except termites).

* 1. Damage to Common Property

Any resident, who damages common property by driving on the grass, allowing a pet to damage the buildings or landscaping, etc., may be required to pay for the repair of such damage. The homeowner is responsible for repairing any damage to any unit caused by improper operation of any appliance (dishwasher, washer/dryer, bathtub, shower, toilet, etc.) contained in her or her unit.

* 1. Exterior Building Changes

Any homeowner wishing to make additions or changes to his or her unit must receive written approval from the Board of Directors before beginning the change or addition. Additions or changes include, but are not limited to, planting shrubs, patio additions, paint, etc. This includes Satellite dishes. To have any architectural change (i.e. satellite dishes installed), a written request must be submitted to the management company. The request must include an architectural reqest form and information and/or drawings to indicate the details of the work to be performed. In the case of the satellite dish it would include the location of the dish. No dishes are authorized to be installed anywhere on the structure. This includes the roof, balcony, or siding. Dishes installed without written approval will be removed at the owners’ expense.

* 1. Fireplaces

All unit fireplaces require the use of gas fire logs. The use of firewood is an extreme fire hazard and is prohibited.

* 1. Fixtures and Articles on Common Areas

No items of any kind such as bicycles, plants, furniture, shoes, etc. are to be left in the hallways or stairways. Bicycles, furniture, grills, motorcycles, motorbikes, mini-bikes, garbage cans, storage bins, recreational items, any type of motorized equipment, political signs, TV antennas, or any personal property are not to be placed or operation on the common area including sidewalks. Articles such as these interfere with the proper maintenance of the buildings and common property.

* 1. Garbage

No garbage/trash shall be thrown or deposited outside the dumpsters. Large items that will not fit inside the dumpster MUST be placed at the street (Morris Farm) for large item pickup. There are two (2) “green” recyclable dumpsters for your paper, plastic, etc. and three (3) “blue” trash dumpsters for your use. If a dumpster is gull, use another dumpster on the property that is not full.

* 1. Grills

The Association’s insurance company prohibits the storage or use of any grill on decks/patios. Residents are responsible for their guests’ or tenants actions that violate any of the rules and regulations listed in this document or any further regulations that the Association may enact.

* 1. Guests

Residents are to refrain from loud talking, running up the stairs and slamming both the building’s front door and their unit doors when entering the building. This can be particularly disturbing late at night.

* 1. Insurance Requirements

As an owner, the requirement for your insurance is an HO-6 insurance policy. As a renter, the requirement is an HO-4 insurance policy.

* 1. Noise

Residents are to exercise extreme care about making noises or the use of musical instruments, radios, television sets, and amplifiers or any other noisemakers, including animals and car stereos.

* 1. Nuisances

No immoral, improper, offensive, or unlawful use shall be made of any Unit or of the Common Elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominiums shall be observed. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or on the Common Elements, including any Limited Common Elements, which will increase the rate of the insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises, nor shall any Unit Owner undertake any use of practice which shall create and constitute a nuisance to any other Unit Owner, or which interferes with the peaceful possessions and proper use of any other Unit of the Common Elements. Each Unit Owner shall be deemed by his acceptance of the deed to a Unit to have expressly waived any claim against Declarant for any violation of this provision, except to the extent such provision is violated by Declarant or by any Declarant’s agent, and any claim against the Association for any violation this provision, except to the extent such provision is violated by the Association or the Association’s agent.

* 1. Parking Rules

The parking lot was constructed to accommodate two parking spaces for each unit. Each vehicle will occupy only one space. Parking diagonally across two spaces is not permitted. Vehicles without current license tags or registration will be towed from the property.

No boat, marine craft, hovercraft, aircraft, trailer, camper, or truck greater than one ton in size or motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked or stored in the Common Elements. No vehicles or similar equipment shall be parked or stored in the Common Elements except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operable condition and have current license plates and inspection stickers. The foregoing restrictions shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity of the parking area. No inoperative motor vehicle may be parked or stored on any lot or any public or private street or other area within The Commons at River View for a period in excess of 48 hours.

* 1. Pet Ownership Rules

Pets are not permitted on the common property of the Association unless on a leash at all times. Pet owners are responsible for cleaning up after their pets in the common areas (including their poop). Pet owners who allow their pet to damage common property are responsible for paying to have such damage repaired. Pet owners are to indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever arising from, or growing out of, having any animal in the condominium. Excessive barking of a pet or other annoyance to residents may cause for an order by the Association to remove the pet from the property.

No animals, livestock or poultry of any kind shall be raised or kept within any Unit or on any portion of the Common Elements, except that dogs, cats, and other household pets may be kept in Units provided that said animals not kept for commercial purposes and further provided that they are kept subject to the following rules and regulations:

* + 1. No more than three (3) household pets may be kept or maintained in any Unit.
		2. No household pet in excess of fifty (50) pounds may be kept or maintained within any Unit.
		3. No household pet shall be permitted on any portion of the Common Elements unless properly restrained.
		4. No household pet shall be left unattended on any portion of the Common Elements.
		5. No household pet shall be restrained or left unattended on any deck or patio.
		6. All household pets shall be kept and maintained in compliance with all applicable laws and ordinances relating thereto.
		7. Pet feces must be collected from the Common Elements by the pet owner or other person responsible for the pet at that time (Doggie stations are for the use of disposing of your pet’s feces).
		8. No pet shall be permitted or allowed to remain within any Unit if it constitutes a nuisance due to loud and persistent noise levels.
	1. Pest Control

The Association provides termite protection as part of the monthly fee. Additional pest control is the responsibility of each individual owner.

* 1. Renting

Tenants are to abide by the rules and regulations of the Association set forth in this document, and it is the owner’s responsibility to inform their tenants of these rules and regulations. Any violation of these rules and regulations is the responsibility of the unit owner. Any lease or rental agreement for a Unit shall be in writing and for a period of at least thirty (30) days. Such leases shall provide that the terms of the lease are subject to the provisions of this Declaration, the Articles of Incorporation, the bylaws, and the rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. The Executive Board shall be furnished with a copy of all leases. No owner of any Unit shall permit the use of this Unit for transient hotel or commercial purposes.

* 1. Rule Changes

The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations. They can also make such rules and regulations from time to time, as in their opinion, are necessary.

* 1. Security

All main doors to each building are to remain closed at all times except in the event of moving in/out or necessary maintenance.

* 1. Smoking

Smoking is not permitted in hallways in any of the buildings. Cigarette butts are not to be tossed from decks/patios onto the ground. This is a fire hazard. Proper disposal is required.

* 1. Violations

Violations are subject to immediate removal and/or restorations to prior condition at the sole expense of the violating party. Penalties and/or enforcement are to be by assessment or other authorized procedures as determined by the Board of Directors in accordance with the bylaws and Declarations of River View Condominium Association. Rule violations should be reported to the Association Manager.

A homeowner violating these rules will be sent a warning letter from the Association Manager indicating that they are violating the fules. If the homeowner continues to violate a rule, a hearing will be scheduled with the homeowner who is violating the rules. At this hearing, the homeowner will be given the opportunity to discuss the violation with the Board of Directors. In accordance with the North Carolina Condominium Act, the Board of Directors has the authority to fine a unit owner up to $150.00 for each violation of the rules. Any fines that are levied will become an assessment on the unit.

* 1. Water Usage

Tenants are to follow city rules regarding drought conditions.

* 1. Right of Entry for Maintenance or Common Elements or Emergencies into Units

Whenever it may be necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Elements, the Unit Owner(s) of each Unit shall permit a duly constituted and authorized agent of the Association to enter such Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice.

IN CASE OF EMERGENCY originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Executive Board of the Association, or any other person authorized by it, or the managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

* 1. Conclusion

Residents of the Association are requested to cooperate by adhering to the rules and regulations. These regulations were not set up in an arbitrary fashion nor were they created to inconvenience anyone. Their purpose is to ensure the safety and comfort of everyone using these facilities so that the maximum amount of pleasure will be enjoyed by all of the residents and their guests.