

# **Mallory Creek Plantation Homeowners Association**

## **Rules & Regulations**

In an effort to publish a basic list of rules and regulations the Executive Board has set forth a list of items below. This List is solely for the convenience of the property owners and their guests and does not reduce, remove or detract in anyway the responsibility of all owners and their guests to follow the 'Use Restrictions' set forth in Article VIII, section 3 and 4 of the Declaration of Covenants, Conditions & Restrictions for Mallory Creek Plantation or any other part of those Declarations thereof.

1. **Land Use And Building Type.** No Lot or parcel of land shall be used for any purpose except for residential purposes. No commercial activity is allowed.
2. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Solely the Executive Board or its designee shall determine a 'nuisance'. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleased or other nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or un-kept condition of buildings or grounds on the Owner's Lot, which would tend to decrease the beauty of the neighborhood as a whole or the specific area.
3. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Association or its designee.
4. **Vehicles/Boats.** No boat, motorboat, camper, trailer, motor or mobile homes, tractor/trailer, or similar type vehicle, shall be permitted to remain on any Lot or on any street at any time, without the written consent of the association. **Please see "MCPHOA – Boat-Trailer-Policy" document for direction on how to obtain written approval for certain items.** No inoperable vehicle or vehicle without current registration and insurance will be permitted on any Lot, street or Common Element. The Association shall have the right to have all such vehicles towed away at the owner's expense. No repairs to any vehicle may be made on streets or in driveways but only in garages or other areas and not visible from the street. All passenger vehicles must be parked in a driveway, garage, or other front surface installed for such purpose as approved by the ARC.
5. **Animals.** No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept property leashed or under the control of their owner and do not become a nuisance.
6. **Service Utilities, Garbage Cans, Fuel Tanks.** All Service utilities, garbage receptacles, fuel tanks, and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any street or way within the subdivision, or from any other residence within the Planned Community. *In preparation for Friday service, Garbage Cans should not be placed on the curb sooner than Thursday evening and reset out of view no later than Saturday Morning.*
7. **Statuary, TV Satellite Dishes and Outside Antennas.** No yard statuary or TV satellite signal receiving dishes are permitted on any Lot and no outside radio or television antennas shall be erected on any Lot or dwelling unless and until permission for the same has been granted by the Architectural Review Committee; provided, however, satellite dishes not over 18" in diameter, which cannot be seen from the street, are permitted.
8. **Construction in Common Elements.** No Person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Elements except at the direction or with the express written consent of the Association.
9. **Signs.** No signs (including "for sale" or "for rent" signs) shall be permitted on any Lot or in the Common Elements without permission of the Executive Board. Real Estate signs displayed on properties are not permitted and will result in a phone call to the agent followed by a hearing and

- automatic \$100 fine, at the Board’s discretion. Open house signs are allowed for the hours of the event only.
10. **Subdividing.** Subject to any rights reserved to the Declarant herein, no Lot shall be subdivided, or its boundary line changed except with the prior written consent of the Declarant during the Declarant Control Period and thereafter by the Board of Directors.
  11. **Leases.** No rental or lease for any Lot shall be for a term of less than 12 months. All leases must be in writing and must contain a provision requiring the tenant to comply with all the use restrictions of this Declaration and any rule and regulations adopted by the Association. All leases shall be submitted to the Association to verify that they comply with this section. When a dwelling is leased to more than one tenant they must be related by blood or by marriage. Transient rentals are strictly prohibited.
  12. **Trees.** No trees on any Lot, 6 inches in diameter or greater may be cut or removed without the approval of the Architectural Review Committee.
  13. **Maintenance.** Each Lot Owner shall keep his Lot Free from weeds, underbrush or refuse piles, or unsightly growth or objects. All structures shall be kept neat and in good condition and repair. All shrubs, trees, grass and plantings shall be kept neatly trimmed and properly cultivated. Solely the Executive Board or its designee shall determine an un-kept or poor condition in need of maintenance or repair.
  14. **Window Coverings.** The design, style and color of window coverings for Townhome windows visible from the street must be approved by the Architectural Review Committee.
  15. **Architectural Changes.** All exterior architectural changes **must be approved** by the Architectural Review Committee, **prior** to any work being done. This includes but is not limited to fences, sheds, child play areas, changes of house color, etc. Submit all requests for architectural changes to ARC@premiermanagementnc.com.
  16. **Pool Fobs.** Not more than one (1) pool fob may be issued to each household in the neighborhood. Pool fobs are to be used at the discretion of the homeowner of which household the fob belongs to.
  17. **Recreation Vehicles on Common Area.** No recreational vehicle, golf cart, ATV, dirt bike, or anything of the like are permitted to be operated on common area owned by Mallory Creek Plantation Homeowners’ Association. Common areas include but are not limited to sidewalks, and the pond areas.
  18. **Pipeline Easement.** No motorized vehicle of any kind shall be allowed to be driven on, parked or encroach on any easement within Mallory Creek Plantation that is labeled as a pipeline.

The Board of Directors anticipates the willing cooperation of homeowners in maintaining the community for the peaceable enjoyment of all. In instances, however, when that cooperation is not freely given the Board has passed, by resolution, the following fine policy.

First instance of violation:	Warning Letter
Second occurrence:	Final Notice
Third occurrence and beyond:	\$100 Fine

The Board reserves the right to call an owner directly to a hearing and levy a per diem fine of up to, but not exceeding \$100 per day as prescribed by law, Chapter 47F, North Carolina Planned Community Act, until such time that the violation is corrected, the offending homeowner notifies the Board or management of compliance, and the Board or management inspect and approves such compliance

Nonpayment of fines may result, at the sole discretion of the Board of Directors, with the placing of a lien on the offending property and all other necessary legal actions such as foreclosure to correct the situation. The Board, at their discretion, reserves the right to enter any lot(s) if necessary to correct or cause to be corrected any situation(s) that pose an immediate threat to the safety and well-being of the neighborhood. All legal fees and costs of corrections shall be added to any fines imposed and, be due from the owner of the property in question. Please refer to Article X, section 2 of the Declarations.

Property owners who wish to contest if they are in violation of a rule or regulation, and not that a rule or regulation should exist, may petition the Board of Directors for a hearing, the time and place set solely at the discretion of the Board, and at such time and place the property owner may make his or her case as to why

they are not in violation of the pertinent rule or regulation. The adjudication of the Board at such hearing shall be final.