The purpose of these broad policies is to maintain a high quality of life for the families of Sharon South and to protect and increase the value of each owner’s investment as a member of the Sharon South Townhomes Association. Each member has the responsibility to know and abide by all Sharon South Townhomes' rules as well as reporting infractions to the Board of Directors and/or the management company.

Sharon South is a townhome community built in the early 1970s designed to emulate a colonial Williamsburg village with architectural characteristics of a traditional nature. Most buildings are set up with front walls that feature offsets at every other contiguous unit to break up straight line monotony as well as to create a pairing of units. The pairing of units constitutes a break point for the change in exterior construction materials and colors.

As a member of Sharon South Townhomes you pay a monthly assessment which covers the following:

- Water/Sewer/Storm water charges including sewer grease treatment every 3 years
- Painting of exterior surfaces
- Fence and Shutter repair/replacement (excluding acts of God*)
- Recreational facility maintenance (i.e. clubhouse and pool)
- Common area decorative and security lighting and maintenance
- Parking lot lining and repair
- Roof repair/replacement due to normal deterioration only (excluding acts of God*)
- Gutter maintenance and repair
- Landscape maintenance including tree/limb removal
- Administrative costs of the managing company
- Master insurance coverage on common areas only
- Contributes to capital improvement funds. (These same funds also funded by capital improvement assessments.)
Failure to maintain current balance of assessment dues can and will result in loss of privileges, water shut-off to unit, and potential foreclosure proceedings.

When purchasing a ‘re-sale’ townhome any matters of controversy involved in the transaction are between the seller and the buyer only as a matter of ‘closing.’ All owners are obligated to these rules and other governing documents as a member of the Association. The selling homeowner is responsible for transferring these documents to the buyer at ‘closing.’ The selling homeowner must surrender their pool tags to new owner at ‘closing.’

*Acts of God as defined by Black’s Law Dictionary - A natural event that causes loss. No human force is used and the event cannot be controlled. They are insured events. Also known as an act of nature.

In keeping with this theme and original construction the following guidelines are adhered to and enforced.

**Businesses** - No unit shall be used for commercial or business purposes. This includes but is not limited to daycare services.

**External HVAC Equipment** - Replacement of external A/C compressors does not require Architectural review unless relocation of the unit is necessary. Placement of HVAC equipment in front of unit is not allowed unless absolutely necessary to complete installation. Gas, Freon, condensate or electrical lines needed that are exposed on the exterior of unit will be flush with exterior surface and as discreet as possible.

**Fences** - All patio fences shall stockade or shadowbox and 6 feet tall or as approved by the Board. Repair or replacement of fences due to normal wear and tear as determined by the Board is the responsibility of the Association. Picket fences in front of units will similarly be maintained by the Association.

At no time may items such as rugs and towels (but not limited to) be hung over fences. Satellite dishes are never to be attached to fences nor will they be permitted to be placed in such manner/area as to be seen from outside of fence.

**Flags** - Dimensions no greater than 4’ x 6’ as stated in the North Carolina Planned Community and Condominium Act (revised January 13, 2010) Chapter 47F-3-121. Flags shall not be offensive to groups of people.

**Front Doors** - Preferably 6 panel of a colonial style. Other style doors are acceptable but must be reviewed and approved by the Architectural Committee on a case by case basis. No door will be approved which has a glazed area in excess of 15% of the door surface. Replacement of doors is the financial responsibility of unit owner however the Association will pay for the painting of the front door to match that of adjoining unit. Exterior color change is strictly prohibited without Architectural and Board approval.
**Front Storm Door** – Most full view doors are acceptable. *Metal bars are strictly prohibited.* Etched or decorative glass is also prohibited. Replacement of storm doors is the financial responsibility of the unit owner following Architectural approval.

Units sharing the same roof line must display matching style storm door and main entrance door including color of both doors and door surround.

**Front Porch Lighting** – Replacement of exterior light fixtures does not require architectural approval but must be black in color and should reflect the colonial Williamsburg style. If the fixture is deemed to be obtrusive or not in keeping with the Williamsburg motif, corrective action may be requested.

**Gardening** - A three foot perimeter rule-of-thumb beside and/or in front of units when planting flowers or shrubbery must be observed. Plantings or flower beds may not be intrusive on the adjoining unit. If growth is not controlled the landscaping company will trim hedges/shrubs throughout the year as needed. Climbing vegetation attached to buildings is prohibited. Vegetable and herb gardens are prohibited in front of, beside of and behind unit. This includes in ground and container gardening. Tree planting must be first approved by the Architectural committee. Borders are subject to Architectural approval. Planting in the commons areas is not allowed.

Sharon South Association is not responsible for removal of wildlife nesting or insect intrusion in or around your unit or for any damage caused by infestations. This includes but is not limited to attics, soffits, eaves, or storage rooms.

**Grilling/Combustibles** – Using charcoal or LP gas grills is limited to the enclosed patio area of a unit but not within 10 feet of combustible materials. Open flames must be supervised at all times by an adult. In the event damage is caused by an open flame or gasoline or LP natural gas to the structure of a unit such as but not limited to melting of siding, the unit owner assumes all responsibility and will be required to immediately make repairs subject to architectural approval. Grilling is prohibited from taking place in front of or beside units.

Gas powered engine repair/work/tinkering must not take place within 10 feet of combustible materials and is limited to the enclosed patio area of a unit.

**Insurance** - You must maintain a homeowner’s insurance policy (HO-3), **NOT** a condominium policy (HO-6) without a lapse in coverage, EVER!

**Nuisance** – Anyone demonstrating noxious behavior or language which is offending, disturbing or interfering with the peaceful enjoyment of members are subject to violations and fines. This includes but is not limited to public drunkenness, loud conversations, or disturbances which violate city noise ordinance from movement and vehicles.

Foul odors or hazardous waste must be eliminated/disposed of immediately. This applies to any and all areas of an individual’s unit, indoors and outdoors as well as throughout the entire property of Sharon South. For purposes of this rule, hazardous waste may include but is not limited to animal waste,
garbage, and hoarding. The personal patio enclosure of a unit must be kept to the same standards as that of the Char-Meck Health and Sanitation code.

**Outside Surfaces, Additions & Enclosures and Street Visibility** - The addition of patio covers or awnings made after current owner purchase without prior written approval of the Architectural Committee or the Board of Directors is prohibited. Building permits must be obtained and displayed per Char-Meck code enforcement and a copy of any/all permits must be submitted to the board prior to commencement of construction. A written proposal and illustration may be required.

Existing covers must be maintained by owner at owner expense. A canvas must be kept clean, washed, free of mold/mildew, and repaired as needed by unit owner. Removal of patio covers is the sole responsibility of the unit owner both financially and physically.

Replacement of exterior doors, windows, window screens or storm windows must have Architectural approval. All replacement windows must be double hung complete with the same number of grids as originally installed. Color of exterior vinyl cladding must be as close as possible to existing cladding. Unit owner is financially responsible for replacement of windows. However, the Association is responsible for the re-glazing of original windows as needed and as per Board approval. The Association will be responsible for shutters unless deliberate destruction by occupant is determined by the Board.

**Window coverings** must be for that purpose only, maintained, and have a white backing. Sheets, shower curtain, towels, etc. are not allowed.

Installation of roof vents must meet Architectural Committee approval. At no time will the Association pay for the addition of vents or for repair or for upkeep. Any damage done by installing a vent will be the financial responsibility of the unit owner. Repair/Upkeep is unit owner responsibility.

Liability for any damage to owner unit or neighboring units during outside maintenance as herein addressed but not limited to the above falls to the unit owner from which such work originated. Repair, replacement or reimbursement must be made by said unit owner.

**Parking/Vehicles** - Under Article 2, Section 3 of the Declaration, each unit is assigned two parking spaces. *Ownership entitles owner to the use of no more than their two marked spaces.* Report to the Board of Directors or the managing company instances of your inability to park in your numbered space due to someone else using your marked space or if a vehicle is parked in an adjacent space in such a manner as to prevent you from parking fully and with ease (while entering or exiting both the space and vehicle). Residents with more than two vehicles must park extra vehicles on the street entirely on paved surface (not with 2 wheels on the grass) where not designated 'no parking' or in the clubhouse overflow lot. Autos parked at the clubhouse must be registered with the managing company, must have current tags and inspection, and be in running condition. Residents are not allowed to use any 'guest' space in any parking lot for their own vehicles. Unit owners will be held responsible for their guests' actions.

Guests may use a designated 'guest' parking space for not longer than 7 days per visit, after which time the guest vehicle must use legal street parking or the overflow lot at the clubhouse.
Parking curbside in the residential lots or in a **no-parking zone** is strictly prohibited, even if for just a minute. This is an emergency vehicle impediment and violation and immediate action to remove the car will be taken without notice at owner expense. If such vehicle is that of a guest, the unit owner of which the guest is visiting will be held liable. The association is not responsible for damage to vehicle during towing or in the event emergency personnel damages the vehicle.

Vehicles driven by owner contracted maintenance personnel are not considered guests and therefore may not park in guest spaces if one of the unit owner's assigned spaces is not available. Owner is responsible for directing these vehicles to park legally on the street or in the overflow lot at the clubhouse.

Vehicles without license plates or out of date registration stickers are not allowed in any parking lot and are subject to towing at unit owner expense. Vehicles which are not operational must be stored elsewhere and not on any portion (parking lot or street) of Sharon South.

Vehicles not driven on a regular basis and/or parked for extended periods of time such as licensed boat trailers, licensed motorcycle trailers, campers, motor homes, additional resident vehicles and guest's vehicles may use overflow lot at the clubhouse following registration with the managing company.

Vehicle repair or maintenance is strictly prohibited anywhere on the Sharon South grounds. This includes minor and major repair or maintenance.

**Car washing is prohibited (TBD). This includes but is not limited to rinsing and waxing of any vehicle.** This regulation is subject to reversal upon water metering of individual units. This regulation is due to extreme HOA water and sewer expenses. It is imperative that we limit personal water usage as much as possible. Every owner is encouraged to replace or repair leaking faucets (interior and exterior), running toilets, and leaking shower heads. Unwise use of HOA water is the number one cause of rising monthly assessments.

**Resident vehicles greater than 15k gross weight or 2 ton weight are prohibited from use of assigned parking spaces AT ALL TIMES.** Please park these vehicles in the overflow lot at the clubhouse. This applies to commercial or work related vehicles. For the purposes of this rule, work related vehicles includes but is not limited to vehicles identified by logo or company name/contact information or if equipment is visible on the vehicle. Please park these vehicles in the overflow lot at the clubhouse.

At no time is any vehicle, including but not limited to motorcycles, mini-bikes, mopeds, moving trucks or any other motorized vehicle, allowed to be ridden or driven on the common grounds in front of, beside of or behind units or recreation facilities or lawns or sidewalks. This rule does not apply to wheelchairs or other motorized medical devices.

**Vehicle/Motorcycle covers** must be the sole purpose of such cover. For example, but not limited to, a bed sheet may not be used to cover any vehicle and the cover must be adequate to the size/shape of vehicle and properly applied at all times.
VEHICLES IN VIOLATION OF THE ABOVE OR ANY OTHER VIOLATION OF SPACES ANYWHERE ON THE PROPERTY ARE SUBJECT TO BEING TOWED AT OWNER EXPENSE.

**Pet Leash Law/Waste** - Per city ordinance, dogs must be leashed at all times while outdoors and under the control of an adult. Sharon South has provided 5 dog waste bag and dog waste collection stations-1 on Regent Park Lane, 1 on Sabrina Court, and 3 on Knights Bridge Road. In addition, there is 1 bag station at the end of Pewsbury Road. It is your responsibility to clean up after your pet. Waste bags should be deposited in the waste collection barrels, or in your own trash can, not on the ground near the station. Please contact the management company or the board if you witness anyone not following these rules. Fines may be levied against the homeowner.

**Porch Areas** - Each unit may display **no more than 3 decorative items** on the porch and/or within 3 feet of the unit’s front door. Such items must be maintained. If not maintained, unit owner will be asked to remove the item. **Artificial flowers/greenery is limited to door wreaths. Chairs, benches, decorative benches, and tables are prohibited from any outside area. No artificial flowers or greenery may be placed in natural areas, in front of a unit, on the side of a unit, or behind patio fence enclosure unless given architectural approval.**

Debris such as cigarette butts on the ground around any unit is unacceptable and prohibited. Disregard for this rule will subject the owner to violations and fines.

Items such as but not limited to brooms, mops, bicycles, tricycles, strollers, and grills are not allowed on porch or in any outside area except for within the enclosed patio. Such items are considered ‘improperly stored’ and a notice of violation will be sent to unit owner requesting removal.

Seasonal decorations must be removed within 10 days after the holiday else these items will be considered improperly stored and a violation notice will be sent to the owner.

All railings should be one piece, welded wrought iron or metal and painted/powder coated black. Architectural approval is required before installation. Unit owner is financially responsible for installation.

**Recreational/Common Facilities** - All recreational facilities located within Sharon South are for use of homeowners or their renters if said rights have been delegated to lease and their guests only. Use of these facilities by non-residents will be considered trespassing and law enforcement will be called.

No owners, tenants, occupants, or guests shall be permitted to conduct any activities within the parking lots of the Association except those activities directly related to ingress, egress, regress and loading and unloading of personal property at the townhomes. Specifically, no one is permitted to loiter, play sports, or store non-vehicular personal property within the parking lot.

Unit owners will be responsible for any member or guest of their home who play on the sidewalk and must promptly clean up and remove debris from such activities, such as chalk writings/drawings.
Loitering anywhere on the property is prohibited and law enforcement will be contacted. This includes the clubhouse lawn areas, clubhouse sidewalks (in front of and beside) and porch.

**Renter’s Rights and Privileges** - Under Article 3, Section 2 of the By-Laws of Sharon South Townhomes Association, each occupant may have the same rights of enjoyment of the common areas and amenities as the owner of record who is eligible at the time but only after the owner has delegated these rights to the renter thus pre-empting owner from these rights/privileges and only after the owner has provided the managing company with names of all occupants. Use of the swimming pool by renters must be signed over on the appropriate form by the owner and submitted to the managing company and a member of the Pool Committee. If the owner is delinquent in his/her monthly dues, all rights are suspended for the owner and the renter until such time as the owner is current. Please refer to ‘Pool Rules’ as provided by the Pool Committee for information on using the pool.

*All units shall be used only for single-family residential housing.* For purposes of this document, “family” means: One person living alone; or two or more persons related by blood within two degrees of consanguinity (blood relationship), by marriage or adoption; or no more than three related or unrelated single adult persons living and cooking together as a single housekeeping unit. **No unit may be subdivided into separate areas to be let as a separate rental.** Guest occupancy of any part of any unit shall be limited to temporary use, as “temporary use” shall be defined by the Board.

**Safety and Security Enforcement** - All members are urged to help with enforcement of the rules and regulations and are encouraged to report infractions to the Board or managing company when they occur. Residents should call 911 to report suspicious people or activity, reckless driving, trespassing, loud disturbances or other violations of laws or city ordinances. We are a ‘No Soliciting’ and ‘No Trespassing’ private property. This includes all common areas beside/behind/in front of buildings. Our neighborhood streets and sidewalks (Regent Park Lane, Knights Bridge Road, Sabrina Court and Pewsbury Road) are city maintained and, therefore, public.

Caution and due diligence should be exercised everywhere on the property. If a hazard exists, please report it to the Board or the managing company. The Association cannot be held responsible for damage caused by hazards if they have no knowledge of it. Individuals are personally responsible for their choices and shall have no recourse against the association in the event of injury. For example, but not limited to, walking in mud or on slick surfaces and slipping or falling causing injury to self, others, or damage to personal property.

Unit owners, occupants, guests or hired contractors assume responsibility for their actions and operate at their own risk. **Accessing the roof or gutters is prohibited unless a ‘liability release form’ has completed and accepted by the Board and managing company.**

**Sewer Backup** - Sharon South HOA responsibilities are confined to sewer lines on common grounds. In the event of obstruction or failure of a line causing sewage to back up in a residence, a determination will be made of location of blockage and if it is determined that the obstruction is anywhere between the first sewer line connection and a unit, that homeowner is responsible for the repair/removal and for any and all damage to the interior of any unit(s) affected. Homeowners are strongly encouraged to
purchase a suitable rider on their homeowner insurance policy to provide coverage in the event of resulting damage.

In some cases if it is determined that a blockage outside of homeowner responsibility is caused by any household, personal, or cooking item(s) including but not limited to improper disposal of grease, whether intended or accidental, the unit owner will be financially responsible for all charges related to the issue.

**Signage** - ‘For Sale’ or ‘For Rent’ signs may only be placed in one window. These signs are not permitted on lawns or attached to outside of the building no matter how close to the door or on the door itself. *Political signs are prohibited.* Alarm signs are allowed outside of front door and/or at patio gate but within the three foot rule-of-thumb.

**Trash/Recycle/Bulky Items** - All grey garbage containers and green recycling containers are furnished by the City of Charlotte. Containers must be kept within one foot of patio fence or inside of patio or in the garbage enclosure if your unit has an enclosure. All waste and yard debris must be placed in container. No refuse of any kind may be kept outside on the ground. Any excess trash must be kept inside patio, not on the ground outside of patio fence. All trash related materials are subject to the City of Charlotte Sanitation and Safety laws and rules. Please visit the below listed website or contact the City of Charlotte for guidance on acceptable trash collection practices.**

Trash/recycle containers are NOT to be placed curbside until after 4:00pm on the day prior to scheduled pick-up. Containers must be removed from the street and returned to back of unit no later than midnight of the day of pick-up.

You must schedule a ‘special pick-up’ for large or bulky items or “special” items that are not eligible for regular trash collection. The items may be placed curbside no earlier than 4:00pm the day before the scheduled pick-up. Such items cannot be stored outside of patio fence until such time of pick-up. Please contact the City of Charlotte online at **http://www.charmeck.org/city/charlotte/SWS/CurbIt/BulkyItems/Pages/Home.aspx** or call 704.336.7600 to request special pick-up and for conditions of items eligible for this service.

**Window A/C unit** – Window air conditioning unit are allowed only in back windows, never in front or side windows.

**Yard Sales** - Yard sales are prohibited. From time to time a community yard sale may take place at the clubhouse but at no time shall any owner or group of owners have a yard sale on the premises.

Unit owners will typically receive 2 letters of violations requesting corrective action after which time the violation continues, the owner will be requested to attend a hearing. Failure to attend or reschedule
hearing will result in revocation of privileges and fines until such time as corrective action has been completed and approved. The Board has the authority to suspend privileges and impose fines on repeat offenders.

Please note that in the course of the Association employing contractors to perform maintenance such as a lawn crew or gutter cleaners or painters, at no time should a member speak to these workers with regard to personal requests or complaints. Unit owner is to contact the management company ONLY with concerns, and they in turn will contact the appropriate party to address issues.