

Laurel Park Place Homeowners Association
Rule & Regulations
June 1, 2002

The purpose of this document is to provide residents or potential residents of Laurel Park Place, with a list of Rules and Regulations (i.e. a partial, condensed version of the Covenants), which would answer the most commonly asked questions.

Conveyance of Townhouses: Each owner shall be conveyed a fee simple title only to the actual ground upon which the completed Townhouse is situated, together with one-half of the party wall separating two or more Townhouses. All ground beyond this footprint of the Townhouse is "Common Ground."

Insurance: Each owner shall secure and maintain in full force and effect, at such owner's expense, Home Owners' Coverage. If a unit is damaged, it must be replaced or rebuilt to the original specifications.

1. Owners shall submit plans for exterior changes to townhouses to the Board of Directors for review and approval in writing.
2. Decks of all sizes will be maintained by the association. Porches may be screened. Screen doors are to be hung so that they swing open inside the porch according to code.
3. Storm damage is not the responsibility of the association. Owners must use their homeowners' insurance to cover storm damage.
4. Owners need written permission from Landscape Committee to plant new trees or shrubs. The Association will prune or clip shrubbery, but not replace it. Owners have the privilege of growing annuals or perennials of their own choice at their own expense in existing gardens. (However, any removal or replacement of the annuals or perennials because of personal choice will be done at the expense of the individual owner).

Because all ground, except for the "footprint" under each Townhouse is designated as "Common Ground", no planting will be allowed in the grassed areas without permission of the Landscape Committee in writing. The plantings of any vegetable plants or artificial flowers must be approved by the Landscape Committee in writing.

5. Yard/garage sales are not allowed. An "Estate Sale" may be permitted by the approval of the Board of Directors in writing, provided no items for sale are displayed outside the Townhouse and the classified ad states that appointments must be made. Residents may request permission from the Board of Directors to have a "community yard sale" once a year.

6. All clothes, rugs, blankets and other personal items must be hung in an enclosed area and not visible from adjacent homes or the street.
7. Garbage containers are to remain inside units until the eve or day of pick up.
8. Fines for designated infractions of the Covenants and Bylaws, may be levied by the Board of Directors.
9. Grilling is permitted, but must be done at least ten (10) feet from the townhouse. Grilling on decks is not permitted by NC state law.
10. No satellite and/or radio receiving stations or outside television or ham radio antennae shall be permitted, except as shall be approved in writing by the Board of Directors.
11. No noxious or offensive activity shall be conducted in any townhouse or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.
12. No animals, livestock, or poultry of any kind shall be kept or maintained in any townhouse, except that dogs, cats or other household pets may be kept or maintained, provided they are not kept or maintained for commercial purposes. When any household pet is allowed outside of any townhouse, it shall be kept under control and on a leash while on any common ground. Owners must make sure to clean up after their pet on both grassed areas and wooded areas.
13. No townhouse, or any portion thereof, shall be rented or leased for less than one (1) year. The owner is responsible for supplying a copy of this document to the residents. The townhouse owner must inform the association, in advance, of any sale or rental.
14. In the event that an owner or tenant is in need of constant care, the owner, tenant, or his/her representative shall get prior written approval of the Board of Directors for a care giver to reside in the unit. A copy of the contract/agreement between the owners and the health care provider shall be provided to the Board of Directors. Because each townhouse has one parking space and a garage for their use, the health care provider should park their car in one of these areas.
15. No commercial vehicle above a standard two (2) axle, exceeding the gross weight of 80,000 lbs., 8' width, 13 1/2' height, 60' length is allowed on the premises. In order to protect lawns, mailboxes, sidewalks and curbing, it is advisable for moving vans to use smaller trucks.

North Carolina, Henderson County The foregoing certificate(s) of
Lisa M. Edrey
 Notary Public (~~Notary Public~~) is/~~are~~ certified to be correct, this
 instrument presented for registration and recorded in this office
 this 25 day of June, 2002
 at 9:23 A. in book 1103, page 484

Nedra W. Miller
 Register of Deeds

Sybil Threlkeld
 (Assistant Deputy)

Exterior Maintenance. In addition to maintenance upon the common area, the association will provide exterior maintenance upon each townhouse, which is subject to assessment hereunder according to the following guidelines:

16. Repairs and/or replacements necessitated by storm damage or the negligence of the owner will not be the responsibility of the association.
17. Utility lines, i.e. gas, water, electricity, telephone, and t.v., belong either to the homeowner or the utility company, and repair and/or replacement will be the responsibility of either the utility company or the homeowner. The association assumes no responsibility for repair and/or replacement of utility lines.
18. In the event there are changes to the original design of a unit which have been approved by the Board of Directors, the costs of repair or maintaining the changes to the original design shall be the sole responsibility of the owner of the unit, and the association will not be responsible for maintenance or repair of work necessitated by design changes.
19. Glass replacement/repairs in any townhouse will be the sole responsibility of the individual property owner, and the association shall have no responsibility for glass replacement and/or repair.

The Laurel Park Place Homeowners Association will be responsible for the repair and maintenance of the following:

20. Exterior Siding and Trim shall be cleaned and painted according to a schedule set by the Board of Directors, taking into consideration that some units are more susceptible to weather and normal depreciation. The association shall repair and replace the exterior siding and trim as needed and according to a schedule to be determined by the Board of Directors.
21. Gutters and Down spouts will be cleaned twice a year, according to the schedule set by the Board of Directors, and repaired or replaced as needed.
22. Exterior of Garage and Entrance Doors will be cleaned and painted on a rotating schedule set by the Board of Directors. These doors will be repaired or replaced due to normal wear. Working mechanism repair or replacement for any garage and entrance door shall be the obligation of the owner.
23. Decks will be cleaned and painted according to a rotating schedule, and repaired or replaced due to normal wear. The schedule for repair and replacement to be determined at the direction of the Board of Directors.
24. Roofs, Roof Flashing, and Chimney Caps shall be repaired and replaced when NOT caused by storm damage.

- 25. Mailboxes and Mailbox Supports will be repaired and replaced when no longer useable.
- 26. Crawl Space Doors will be painted, repaired, or replaced in original condition as deemed necessary by the Board of Directors. If an upgraded door is desired, it must be approved by the Board of Directors. The cost and continued maintenance of an upgraded door will be an expense of the homeowner.
- 27. Sidewalks will be repaired and maintained as needed provided the damage is not due to neglect, such as continued use of salt, or peeling of paint applied to the sidewalk.
- 28. In the event the need for maintenance, repair, or replacement is caused through the willful, or negligent act of the owner, his family, guests, or invitees, the cost of such maintenance, repair, or replacement incurred by the association shall be added to and become a part of the assessment to which such townhouse is subject.

Note: Should there be any variation between these rules and regulations and the underlying Condominium Documents, (Laurel Park Place Declarations, ByLaws and Amendments) the Documents will prevail.

DULY ADOPTED THIS 18th DAY OF June, 2002.

**LAUREL PARK PLACE
HOMEOWNERS ASSOCIATION**

BY: Carol L. Mullen
PRESIDENT

ATTEST: Elaine S. Smith
SECRETARY

Seal Stamp

North Carolina, Henderson County

Lisa M. Edney, a Notary Public of the County and State aforesaid, certify that Elaine Smith, personally came before me this day and acknowledged that she is Secretary of Laurel Park Place Homeowners Association, an incorporated association, and that by authority duly given and as the act of the association, the foregoing instrument was signed in its name by its President, sealed with its seal and attested by her as its Secretary. Witness my hand and official stamp or seal, this 18th day of June, 2002.

My commission expires: 9-17-05

[Signature] Notary Public