

SARDIS FOREST PATIO HOMES ASSOCIATION, INC.
RULES AND REGULATIONS

Adopted by Board of Directors on February 2, 1984

1st Amendment: September 2, 2010

2nd Amendment: February 7, 2012

3rd Amendment: July 31, 2012

4th Amendment: March 1, 2017

5th Amendment: June 1, 2018

6th Amendment: February 27, 2020

The Sardis Forest Patio Homes Association, Inc. is managed by Cedar Management Group.
Please direct all correspondence to the management company at the addresses provided below:

Mailing Address:
Cedar Management Group
PO Box 26844
Charlotte, NC 28221

Physical Address:
Cedar Management Group
9500 Statesville Road
Charlotte, NC 28269

Phone: 704-644-8808

Fax: 704-509-2429

[Email: support@mycmg.com](mailto:support@mycmg.com)

These Rules and Regulations were prepared and amended by the Board of Directors in accordance with the Declaration of Covenants, Conditions, and Restrictions (the “Covenants”) of the Sardis Forest Patio Homes Association (the “Association”), and the North Carolina Planned Community Act, NCGS Chapter 47F.

A. ARCHITECTURAL CONTROL

The Covenants of the Association require prior approval by the Board of Directors (the “**Board**”) or the Architectural Control Committee (the “**Committee**”) before Owners (as that term is defined in the Bylaws of Sardis Forest Patio Homes Association) are permitted to make any changes to the exterior appearance of their Lot. **Owners must obtain prior written approval by the Committee for all exterior changes or additions including, but not limited to, buildings, fences, walls or other structures, patio enclosures to make screen porches or sun porches (sun rooms), with additional approval required to later convert screen porches to sun porches (sun rooms), windows, doors, storm windows, storm doors, privacy fences, wrought iron railings, and exterior portions of replacement heating and air conditioning systems. Owners shall not paint any exterior portion of the building without prior written approval by the Committee.** Proposed changes must be submitted to the Committee in writing by contacting the management company and allowing up to thirty (30) days for a decision.

B. USE OF COMMON AREA AND FACILITIES

The Common Area is for the enjoyment and use of all Members (as that term is defined in the Bylaws) of the Association. Use of these open spaces should not interfere with the use and enjoyment of other Members.

1. Trash, garbage or litter shall not be placed anywhere in the Common Area, except in the designated rollout bins provided by the City of Charlotte (see Section E on page 3). With the exception of the rollout bins, nothing may be stored outside the privacy fences in the Common Area. No structure or obstruction shall be placed on the Common Area without prior written approval by the Board. Examples of prohibited structures and obstructions include, but are not limited to, footbridges, tree houses, doghouses, and fences.

2. No Member or Owner shall create new trails, paths, or roadways through the Common Area without prior written approval by the Board. Members and Owners shall not cut or remove any tree, bush, shrub, vine, undergrowth, flower, or other plant from the Common Area without prior written permission by the Board.
3. Members and Owners shall keep dogs on a leash while on the Common Area. Members and Owners must remove any feces deposited by any dog under their care from the Common Area.
4. Motorcycles, mini-bikes, go-carts, and other unauthorized motorized vehicles as determined by the board of directors in its sole discretion shall not be used in the Common Area.
5. Members and owners are prohibited from using firearms of any type in the Common Area.
6. "For Sale" or "For Rent" signs shall not be allowed on Common Area. As provided in the Covenants, no sign shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
7. As provided in the Covenants, Members and Owners shall not maintain unsightly outdoor storage on porches, patios or yards.

C. NOISE AND OTHER NUISANCES

No activity deemed noxious or offensive shall be carried on upon any lot or within the Common Area, at any time of day; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations including loud outdoor cell phone conversations, loud music, the maintenance of automobiles, the unsightly outdoor storage of personal property on porches, patios, or yards (including toys, unauthorized motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items), out-of-control trees, plants and weeds in courtyards or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the community.

Trees, tree limbs, and tree branches that are less than twelve (12) feet from the exterior surface of any home, and any tree limbs and tree branches that hang over any roof, are considered an annoyance and nuisance due to the damage these conditions can cause to the exterior of buildings.

D. PARKING

1. Owners, Members, and their guests must park vehicles in their assigned parking spaces. If both assigned spaces are in use, guests may park in the spaces labeled "visitors" for a period not to exceed one week. All vehicles on Common Area must be in an operable condition, must display a current license tag, and must be in a condition that the vehicle can be driven on any State road. No campers, trucks, vans, or recreational vehicles may be parked or kept within the Properties, except at locations specifically designated for such by the Board. No trailers, boats or tractors may be parked or kept within the Properties, except for maintenance equipment owned by the Association. Motorcycle, watercraft, semi with or without trailer, school bus, camper trailer, recreational vehicle, commercial and work vehicles, or any vehicle deemed unsightly by the Board of Directors in its sole discretion shall not be parked in a driveway, parking space or in the Common Area without prior written approval of the Board of Directors.
2. Illegally parked vehicles will be notified via sticker on the vehicle then towed after 72 hours. Wrecked and abandoned vehicles may be towed immediately. Parking exceptions for these types of vehicles and conditions must be made by sending a written request to the Board of Directors through the management company.

E. GARBAGE AND REFUSE DISPOSAL

Each unit has a garbage rollout bin (the “**Garbage Bin**”), and a recycle rollout bin (the “**Recycle Bin**”) if requested, provided by the City of Charlotte. All Garbage Bins and Recycle Bins shall be labeled with the address of the Owner.

1. Garbage must be bagged before it is placed in the Garbage Bin and the lid must be in place. The City of Charlotte determines what items are recyclable items and Owners and Members should call 311 with questions related to such.
2. Garbage Bins and Recycle Bins shall be placed at the curb no earlier than 24 hours before pick up and shall not be left out more than 24 hours after pick up.
3. Yard waste including branches, leaves, twigs, and limbs, and grass trimmings should be bagged in clear bags and placed at the curb along with the rollout bins.
4. The City of Charlotte does not collect cardboard boxes, wood, metal, or other large items that do not fit in Garbage Bins or Recycle Bins as part of regular collection. Any items not eligible for collection must be kept stored from public view inside until the Owner or Member schedules a special collection with the City of Charlotte by calling 311. Once special collection is scheduled, Owners or Members may place the items at the curb for collection on the scheduled date. Owners and Members must adhere to Rule #2 above with respect to the placement and removal of items.
5. No Lot shall be used or maintained as a collection or dumping ground for rubbish.
6. No trash, garbage or other waste may be placed within the Common Area, except in containers or areas approved by the Board.

F. INSURANCE -- HO3 POLICY

1. Each Owner shall secure and maintain in full force and effect, at such Owner’s expense, one or more insurance policies insuring Owner’s Lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard “Extended Coverage” insurance policy, including fire and lightning, vandalism and malicious mischief.
2. Each Owner, at such Owner’s expense, shall secure and maintain in full force and effect a policy of comprehensive personal liability insurance for damage to the person or property of others occurring on Owner’s Lot in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence naming the Association as an additional insured.
3. Each Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any Owner’s insurance coverage. An example of such evidence is a copy of the initial HO3 policy and thereafter a copy of each annual renewal.
4. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representatives, secure and maintain such insurance coverage for Owner’s benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against Owner and Owner’s Lot, in accordance with the other provisions of the Association’s Covenants, Conditions and Restrictions, and Owner covenants and agrees to pay to the Association such special assessment upon demand.
5. The HO3 policy will not adequately cover a rented or vacant unit, and Owners must contact their insurance carrier to secure appropriate coverage. Policies insuring the Owner’s Lot and the improvements thereon for the full replacement value thereof against loss or damage as noted above must be in full force and effect at Owner’s expense.

G. INTERIOR MAINTENANCE

Owners shall maintain, repair and replace, at their expense, all interior portions of the improvements on his Lot which shall need repair, including patios, fencing and decks located on the Lot, if any, and all bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner’s unit which are located in a party wall, if any. Further, each Owner shall

repair, maintain and replace at his own expense when necessary the heating and air conditioning systems serving his dwelling, whether located on his Lot or in the Common Area adjacent to the Lot.

H. FEES AND FINES

The Association assesses fines in compliance with the North Carolina Planned Community Act, which could result in a daily fine of up to \$100.00 per day for each violation after notice and a hearing.

I. SATELLITE DISH GUIDELINES

The Board of Directors of the Association has established the following preferences pursuant to the Federal Communication Commission's requirements to govern the location of satellite dishes within the Association:

1. No satellite dish, cabling, or installation equipment ("Satellite Equipment") may be installed on the Common Area without approval of the board of directors, which approval or denial is within the board of director's sole discretion.
2. For safety reasons no Satellite Equipment may be installed within two (2) feet of any power line or electrified line located above or below ground on the Common Area.
3. For safety reasons no Satellite Equipment may be installed within two (2) feet of any other utility line including, but not limited to, water, sewer, TV cable, and gas lines on the Common Area.
4. The preference for location of all Satellite Equipment is on the ground behind the home in a location least visible from any parking areas and streets. In the event an acceptable signal cannot be received in this preferred area the secondary preference is for the dish to be located on the exterior building surface of the rear of the home. In the event an acceptable signal cannot be received in this secondary preference area the third preference area is on the rear ten (10) feet of the side building surface nearest to the rear building line as possible to receive an acceptable signal.
5. Satellite Equipment shall have a mast only as high as reasonably necessary to receive an acceptable signal from a preferred location.
6. If the Satellite Equipment must be placed in a location on a lot for which the Association has a maintenance responsibility in order to receive an acceptable signal the owner agrees to release and hold the Association harmless from any damage to the exterior of the property and for any damage caused to the interior of the property resulting from the installation or existence of the Satellite Equipment. The Association may require a written agreement in recordable form to give further affect to this provision.
7. All cables must be substantially the same color as any building surface for which they have to be connected.

It is strongly recommended that all owners submit to the Association the proposed location for installation of Satellite Equipment prior to installation to confirm there are no safety concerns as noted above and to confirm recognition of these preferences adopted by the Association pursuant to the Federal Communications Commission. Failing to provide this information to the Association prior to installation may result in being required to remove and re-install the Satellite Equipment at the owner's cost.

J. YARD SALES

Yard sales are not permitted on Common Area.