

Roundtree Ridge Homeowners Association
Rules and Regulations
Updated 3/29/2022

1. **RESIDENTIAL PURPOSES ONLY** – No Lot in Round Tree Ridge shall be used except for residential purposes. (*Declarations, Article VI, Section 1*). No lot located within the subdivision shall ever be used for business, manufacturing or professional purposes.
2. **TEMPORARY STRUCTURES** – No trailer, basement, tent, shack, garage, barn or any other out building or structure shall be used on any Lot at any time as a residence either temporarily or permanent. (*Declarations, Article VI, Section 4*)
3. **ARCHITECTURAL CONTROL (Exterior Changes)** – All buildings, fences, walls, sheds, swimming pools, and exterior additions to or changes or alterations therein to any lot in the properties must receive written ARC approval via the Management company. Failure to comply may result in a hearing and fines. **ARC paperwork includes additional information on general restrictions and the required information for submitting a request** and can be obtained through Archwaymgmt.com – Associations -- Round Tree Ridge -- Round Tree Ridge Files & Documents. (*Declarations, Article V*)
 - a. **FENCES** – The Declarant or the authorized agent of the Declarant may construct a fenced area adjacent to the houses or units on the rear of the property for the use of the owner of that house or unit. Maintenance of the fence and the fenced areas within the fences shall be the responsibility of the owner of the house. All fences must be approved by the ARC or its assigns, and the written design guidelines shall be available from the ARC. No chain link, split rail or welded fences shall be allowed on any lot with the exception of Black Bar fencing that is allowed for the rear fence on the property with ARC approval. Fences can extend up to the front of your house as long as it does not extend past the front of the neighbor's house. All fences must be of wooden construction, not to exceed 6' in height; fences parallel to the street must line up with the neighboring fences whenever possible.
 - b. **LOT GRADING** – The general grading, slope and drainage plan of a lot may not be altered without the express written approval of New Hanover County, the Declarant and any other appropriate agencies having authority to grant such approval.
 - c. **OTHER REGULATIONS** – Homeowners are responsible for completing the required paperwork for requesting HOA approval for exterior changes to their lot or home, by signing and returning this paperwork, you are acknowledging you have read, understand and agree to adhere to the regulations listed in this document and in the governing documents. All lots are subject to impervious surface limits set forth in the governing documents. No colored finishes on driveways/sidewalks are permitted. Sheds cannot exceed 12' in height, must be secured using hurricane ties and require a county permit if over 12' in any direction. Driveway extensions must be submitted to and approved by the ARC. Homeowners may be subject to fines for severed underground cables or conduits. Failure to obtain the required written ARC approval may result in a hearing and possible fines. All exterior requests are subject to written approval by the ARC and/or the Board of Directors.
 - d. **TREE CUTTING** – No trees located within Round Tree Ridge with a diameter in excess of ten (10) inches as measured at the base of the trunk at the ground level shall be cut without the written consent of the Architectural Review Committee. (*Declaration Article VI, Section 11*)
4. **EXTERIOR MAINTENANCE** – Each lot owner shall maintain the exterior of all buildings, walls and other improvements on his lot in good condition and repair and shall replace worn and rotten parts and shall regularly repaint all painted surfaces and regularly wash or pressure wash all exterior wall surfaces and shall not permit the roof, rain gutters, down spouts, exterior walls, windows, doors or other exterior portions of the improvements to deteriorate in an unattractive manner. In the event that the lot owner shall fail to comply with these maintenance

requirements, the Association is hereby expressly authorized and the lot owner hereby expressly agrees, that said maintenance and/or repair may be effected by the said Association with the expense incurred for the same to be assessed against the individual lot owner as a special assessment and subject to the regulations regarding liens and assessments as herein set forth.

- a. **SIGNS** – Except for one (1) “For Sale” sign (not to exceed 18” x 24”); must be professionally printed – no handwritten signs), no other signs shall be allowed to be visible on any lots/within homes or on common areas, easement or right-of-way.
- b. **WINDOW COVERINGS** – Window treatments must be installed in all of the windows of all homes within the subdivision within ten (10) days of occupancy. Bed sheets, towels, blankets, etc. are not considered acceptable window treatments.
- c. **OUTSIDE ANTENNAES** – No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Review Committee. (*Declaration Article VI, Section 7*).
- d. **CLOTHESLINES** – The outdoor drying or airing of clothes and the erection of outdoor clotheslines or similar devices on any lot in the Subdivision shall be subject to the approval of the Declarant, and then only when thoroughly concealed or screened from public view within a fenced in yard area. (*Declaration Article V, paragraph (e)*).
- e. **FUEL TANKS AND STORAGE RECEPTACLES** - No fuel tanks or similar storage receptacles located on any lot may be exposed to public view. Any such receptacles must be installed only within a fenced or screened area adjacent to the house or unit within the Subdivision and are subject to prior ARC approval before construction. (*Declaration Article V, paragraph (e)*).

5. **LAWN MAINTENANCE**

- a. It shall be the duty of each homeowner or lot owner to keep his or her property in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view. No homeowner or lot owner shall place in his front yard, or cause or allow unsightly debris or litter or the like in view.
- b. Any un-built upon lot shall be maintained in a manner consistent with the erosion control measures established by the Declarant and/or the Association.

6. **NUISANCES** – No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature that may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or un-kempt condition of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood area as a whole or the specific area (*Declarations, Article VI Section 2*).

7. **VEHICLES**

- a. Any boat, motor boat, camper, trailer or motor homes or similar type of vehicle remaining on any lot at any time shall be parked in the backyard and screened from view as not to be readily visible from the street (*Article VI, Section 5*).
- b. Any oil stains or similar spills on the roadways shall, in a reasonable time (not to exceed 30 days), be cleaned up or removed by the lot owner responsible for such stain or spill. If such stain or spill is not immediately cleaned up or removed, the Homeowners Association as hereinafter established shall clean up or remove the stain or spill and the cost of such cleanup shall be assessed against and collected from such responsible lot owner in the same manner as assessments are assessed and collected as herein provided.

- c. **PARKING** – All vehicles must be parked in driveways. No overnight on street parking shall be permitted (*Declaration V, Section 3(f)*), during the hours of 10:00 p.m. to 6:00 a.m. Parking on the grass of any lot or other unpaved areas is NOT permitted for any length of time. Any vehicles parked on lawns in excess of 48 hours may be subject to be towed at the owner's expense at the request of the Homeowners Association.
 - d. No inoperable vehicle or vehicle without current registration, current state inspection, current license plate or current insurance will be permitted on the premises, and no tractor-trailers, tractors for semi rigs or trucks rated over one (1) ton will be permitted on the premises. The Association shall have the right to have all such vehicles towed away at the owner's expense. (*Declarations, Article VI, Section 9*).
8. **MISCELLANEOUS OBJECTS** – All lawn furniture, toys, lawnmowers, bicycles, grills, stored materials and other such similar personal property must be kept and stored out of view from the street. All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or bulbs, (*Declarations, Article VI, Section 8*). No colored bulbs or lights will be allowed except during generally recognized holiday periods. When displaying the flag of the United States of American no disrespect shall be shown. The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.
9. **YARD SALES** – No "garage sales", "yard sales" or rummage sales shall be allowed on any lot in the subdivision without approval of the Association Board of Directors.
10. **ANIMALS** – No animals, livestock or poultry of any kind shall be maintained on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and provided further they are not allowed to run free and are at all times properly leashed. (*Declarations, Article VI, Section 6*) Pets must be restrained or confined inside a fenced area, or within a professionally installed electric fence specifically designed for the housed pets, or within the house. It is the pet owner's responsibility to keep their lot clean and free of pet debris and waste. All animals must be properly tagged for identification and further, must be kept on a leash unless such animal is confined within a fenced area. It is the pet owner's responsibility to immediately remove any pet debris left by their pet upon any of the lots, common areas or streets subject hereto.
11. **Short Term Rentals** – Rentals shorter than 6 months shall not be allowed.
12. **Basketball Goals:** No basketball goal may be permanently attached to a home or a pole, but portable basketball goals are permitted. Portable basketball goals must be removed from the street or sidewalk after each use. No such equipment will be left overnight in the street. Such activity and equipment storage shall be considerate of neighbors as to not create an eyesore or become a nuisance. The Association can at its discretion require storage of such equipment out of sight when not in use or its removal from the property.