

**Glenhaven at Firethorne Homeowners Association, Inc.
Handbook for Homeowners
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IMPORTANT: IF YOU SELL YOUR UNIT, PLEASE PASS THIS HANDBOOK, BYLAWS AND DECLARATIONS OF COVENANTS ON TO THE NEW OWNER. PLEASE COMPLETE THE ACKNOWLEDGEMENT OF TRANSFER FORM FOLLOWING THE PREFACE AND MAIL TO THE ASSOCIATION MANAGER.

Handbook for Homeowners

Preface

This Handbook provides information about rules, regulations, and policies at Glenhaven at Firethorne Homeowners Association, Inc. Each homeowner should become thoroughly familiar with this Handbook as well as the Condominium Bylaws and Declarations of Covenants. The Bylaws and Declarations of Covenants contain governing information that pertains to each unit owner and tenant. Bylaws and Declarations of Covenants are obtained at closing, and are not a part of this Handbook. Adherence to the policies in this Handbook and in the Bylaws and Declarations of Covenants combined with a spirit of consideration and willingness to work together will ensure the kind of community in which all residents are happy to live.

IMPORTANT: IF YOU SELL YOUR UNIT, PLEASE PASS THIS HANDBOOK, BYLAWS AND DECLARATION OF COVENANTS ON TO THE NEW OWNER. PLEASE COMPLETE THE ACKNOWLEDGEMENT OF TRANSFER FORM FOLLOWING THE PREFACE AND MAIL TO THE ASSOCIATION MANAGER.

Note: This Handbook has been designed so that the pages can be replaced as needed. Each page includes the revision number and is dated for easy identification. Please update your Handbook as revisions are made. The Management Company maintains the Master copy of this Handbook and distributes revision pages as needed.

Glenhaven At Firethorne Homeowners Association, Inc.

**HOMEOWNERS HANDBOOK OF
RULES AND REGULATIONS**

ACKNOWLEDGEMENT OF TRANSFER

Dear Homeowner,

To assure all homeowners are familiar with the Declarations of Covenants, Bylaws, and the Rules and Regulations of Glenhaven at Firethorne Homeowners Association, Inc., each Homeowner is to be provided a copy of documents at closing when purchasing their Unit.

When selling your Unit, please complete this form to document the transfer of the below listed items to the new Homeowner, and forward this sheet to:

**GLENHAVEN AT FIRETHORNE HOA
c/o DOUG TALLEY LLC CO., IN ASSOCIATION WITH STIKELEATHER REALTY
4915 MONROE ROAD
CHARLOTTE, NC 28205
(704) 537-3973**

Selling Homeowner

Name: _____

Address: _____

Buying Homeowner

Name: _____

I, the undersigned selling homeowner, acknowledge that the following so indicated documents and articles have been transferred to the above listed new homeowner. To the best of my knowledge, the new homeowner does possess and is aware of documents and the rules and regulations governing condominium living.

- _____ Glenhaven Homeowner Handbook of rules and Regulations
- _____ Bylaws of Glenhaven at Firethorne Homeowners Association (Exhibit B to Declaration)
- _____ Declaration of Covenants of Glenhaven At Firethorne Homeowners Association, Inc. with listed supplements;
- _____ Key to Glenhaven and Firethorne Clubhouse Fitness Room and Pool

Signed: _____ Date: _____

Glenhaven At Firethorne Homeowners Association, Inc.

RULES AND REGULATIONS

This set of Rules and Regulations has been adopted as a guideline to enhance the enjoyment of the condominium way of life for owners, their families and guests.

These Rules and Regulations will be reviewed as required and appropriate amendments and/or changes will be made.

Any homeowner in violation of any of these Rules and Regulations will be notified regarding the violation. If violation is not corrected a hearing may be scheduled with intent to fine. These fines are collectable in court and create a lien on the property. In addition, other fees, penalties, and/or deposits, including legal costs and fees, associated with the Rules and Regulations represent legal obligations of the homeowner.

Changes in Rules and Regulations

The Board of Directors may in accordance with the Bylaws alter, amend, evoke and/or add to the Rules and Regulations for the preservation of safety and order in the condominium; for its care and cleanliness or for the protection of the reputation thereof. When notice of any such alteration, amendment, revocation or addition is given to any resident, it shall have the same force and effect as if originally made a part of these Rules and Regulations.

Glenhaven At Firethorne Homeowners Association, Inc.

Board of Directors

The Board of Directors has responsibilities as outlined in the Bylaws and Declarations of Covenants, while the Management Company has responsibility for the day-to-day operation of Glenhaven at Firethorne Homeowners Association, Inc.

The Board of Directors consists of a five (5) member Board of homeowners. Board members are elected by the homeowners for a three (3) year term. The terms of the Board are staggered over three years so that there is a continuation of Board members as well as an annual opportunity to elect new Board members. General elections are held annually. Board vacancies are temporarily filled by appointments by the board until the next annual election at which time a Board member is elected to the position for the balance of the term (if any).

The Board of Directors meets monthly on the fourth Monday of the month at the Clubhouse beginning at 6:30 pm. This official meeting of the Board is open for attendance by any homeowner. Homeowners wishing to participate (other than to comment or express opinions of actions before the Board) in the meeting or have an item of concern placed on the agenda, must notify the President or Presiding Officer of the Board of such intent not later than 48 hours prior to the meeting so that it may be placed on the agenda. Homeowners who are distractive or abusive to the business of the Board will, by consent of a majority of the Board in attendance, be required to leave or remain quiet.

Glenhaven At Firethorne Homeowners Association, Inc.

Management Company

Douglas R. Talley Co., LLC in Association with Stikeleather Realty is the Management Company for Glenhaven at Firethorne Homeowners Association, Inc. The Management Company is contracted by the Board of Directors to manage the business of the condominium complex. D. R. Talley Co. Management's duties include collection of homeowner dues, fines and/penalties, mailing of overdue notices, paying bills, resolving homeowner complaints and inquiries, and the management of contractors hired to perform landscaping services and other common property repair and maintenance functions. D. R. Talley Co. Management is also charged with the responsibility and authority to enforce the rules, regulations and policies of Glenhaven At Firethorne Homeowners Association, Inc. as defined in the Handbook and the Condominium Bylaws and Declarations of Covenants. D. R. Talley Co. Management should be contacted in the event of any emergency or to answer any questions related to the Homeowner's Association.

Office hours: 9:00 am to 5:00 pm, Monday through Friday
Phone: 704-537-3900, Regular Business Hours
Fax: 704-537-3973

For emergencies call 704-537-3900

D. R. Talley Co., LLC In Association with Stikeleather Realty
4915 Monroe Rd.
Charlotte, NC 28205

Glenhaven At Firethorne Homeowners Association, Inc.

Financial Statements

The Management Company maintains accounting records of all collections from dues, fines, penalties and deposits, and all expenditures for the operation, maintenance and management of the condominium and interest of the condominiums. A monthly finance statement of these records is prepared by the Management Company and distributed to the Board prior to the 15th of each month. A complete report including the amount and purpose of all disbursements is provided monthly to the Treasurer of the Board by the Management Company no later than 48 hours preceding the monthly meeting of the Board.

The Management Company provides the Board of Directors of the Association with annual financial statements.

Glenhaven At Firethorne Homeowners Association, Inc.

Monthly Dues

Each homeowner is assessed monthly dues for the operation and maintenance of the condominiums. The Board of Directors establishes an annual operating budget for the condominiums. Assessments are based on an equal share of costs for all homeowners. This assessment covers: water and sewer, common electricity, landscaping, garbage collection, common area insurance, amenities (swimming pool operation clubhouse upkeep), general maintenance, routine legal services and management services.

The dues are payable on the first day of each month. A check made payable to Glenhaven HOA should be mailed to:

**Glenhaven HOA
c/o Douglas R. Talley Co., LL
4915 Monroe Rd.
Charlotte, NC 28205**

PLEASE MAKE SURE TO INCLUDE YOUR ADDRESS WITH EACH PAYMENT SO THAT THE MANAGEMENT COMPANY CAN ACCURATELY CREDIT THE PAYMENT TO YOUR ACCOUNT. YOU ARE LEGALLY OBLIGATED TO MAKE THE MONTHLY PAYMENT EACH MONTH.

In addition to paying by check with your coupon, there are other options to pay your dues:

Bill Pay – Refer to your coupon booklet for alternative means of payment

A late fee of \$20 is assessed on payment not received by the 10th of each month. This will continue to be assessed until all overdue amounts are paid. The board has the authority to have a lien placed on any unit. Attorney's fees will be added to the homeowner's account as part of the lien. Any owner that is delinquent may have their account turned over to the attorney for collection. Once turned over, all communication must be with the Attorney, not with the Association or Management Company. Any legal fees (\$281 minimum) are the Unit Owner's responsibility and will be added to the balance that is owed to the Association.

Glenhaven At Firethorne Homeowners Association, Inc.

Maintenance

General maintenance and repair work are handled on a job-by-job basis. If you know of repair work that must be done on the common condominium property, please contact D. R. Talley Co. Management. Obligations for unit repairs, including exterior attachments and common property, by the homeowner are described in detail in the Bylaws. Priorities for repair jobs are established by D. R. Talley Co. Management, in conjunction with the Board, and are based on the availability of funds, as well as other factors.

The Board of Directors of the Glenhaven at Firethorne Homeowners Association, Inc. working with D. R. Talley Co. Management establishes budgets and schedules for periodic major maintenance of buildings and grounds. These include long range planning for painting, roofing, and shrubbery. Major unscheduled maintenance and repairs are handled by actions of the Board.

Glenhaven At Firethorne Homeowners Association, Inc.

Interior Maintenance

1. It is required that the curtains, drapes, blinds, and other window treatments have either white or off-white backing to ensure continuity of the exterior appearance of the building. This will preserve the beauty of our complex.
2. The cleaning of the patios/porches and adjacent areas inside and outside of the Unit including all windows is the responsibility of the Unit Owner.
3. Maintenance and repair of the entrance door(s) and locks, windows and latches, and exterior doors and hardware to storage areas or garages are the responsibility of the Unit Owner.
4. The Unit Owner shall be responsible and shall pay for any damage of water or waste resulting from stoppage or breakage in the plumbing pipes, fixtures, or appliances as a result of misuse, neglect, or failure. The Unit Owner shall reimburse the Association on demand for the expense incurred due to the water or waste damage necessitating the repair or replacement and for repair or replacement of the faulty equipment.
5. Should any adjacent unit incur damage as a result of the negligence by a Unit Owner (or tenant), that Unit Owner will be held responsible for the cost of all repairs to the adjacent damaged unit.
6. Changing of the filters in the air handling system shall be the responsibility of the Unit Owner. The Unit Owner is responsible for all maintenance to the unit's air handling system.
7. Unit Owners are responsible for any and all damage due to the use, misuse, or neglect of fireplaces and disposal of hot ashes and or kerosene heaters, electrical heaters, and firewood.
8. Unit Owners are responsible for the cleaning of their chimney. This should be done yearly before using the fireplace. The buildup in the chimney can cause fires. Any resulting damage because of dirty fireplaces and chimneys will be the direct burden of the Unit Owner responsible.
9. All interior maintenance to walls, ceilings, floors and floor covering, appliances, fixtures, and electrical wiring is the responsibility of the Unit Owner.
10. Sheets, towels or cardboard are not appropriate window coverings.

Glenhaven At Firethorne Homeowners Association, Inc.

Exterior Maintenance

1. Any requests for exterior modifications must be submitted in writing to the management Company.
2. No exterior alterations are allowed without prior written permission from the Board of Directors. No attachments, awnings, enclosures of any type are allowed. ANY UNAPPROVED ALTERATIONS MUST BE REMOVED AT THE EXPENSE OF THE OWNER.
3. No radio aerial, television antenna or other sending or receiving installation shall be installed on the exterior of the building or any other place on the property without the prior written consent of the Board of Directors. DSS Agreement Form is attached for TV Dish & attached to the roof. Page 30 to 33.
4. No Unit Owner, his employees, agents or guests shall mark, paint, or in any way deface any exterior walls or doors.
5. Shrubbery and grounds are the property of the Association. Any major changes must be submitted to the Board for written permission.
6. No signs, plaques or any other commercial or decorative signs may be installed outside the unit with the exception of acceptable "For Sale" signs as described in the Bylaws.
7. All firewood must be stacked in the rear of the building on patios or inside garages or storage areas and must be kept on racks one (6) inches from the floor and one foot from the walls. Firewood can be a refuge for pests, insects, snakes, termites, wood, rot, mold, and mildew all of which can be detrimental to the condominium structures and a nuisance to homeowners. If firewood is improperly stored or stacked, within three (3) days following notification to the Unit Owner, it will be removed at cost to the owner. Any damage caused by improper placement of wood shall be repaired at the Unit Owners expense.
8. No materials, boxes, plastics, paper or wood, etc., which may harbor infestation by insects or pests, or collect and retain moisture, may be stored or placed around the exterior of the unit including porches, patios, sidewalks, and driveways. Decorative planters must be kept a minimum of two (2) inches above wood or paved surfaces for proper drainage, and six (6) inches from exterior walls. Placement of wood or cellulose containing materials (paper, cardboard, etc.) in direct contact with the ground is forbidden. Improperly stored or placed items are subject to removal after three (3) days following notification to the Unit Owner, and the Unit Owner may be charged a removal fee in addition to any and all fines imposed. Any damage caused by improper placement of items shall be repaired at the Unit Owner's expense.

Glenhaven At Firethorne Homeowners Association, Inc.

Common Areas

1. No items, such as towels or linens, may be hung so as to be visible from the outside of porches and patios.
2. The sidewalks, entrances, passages, and the stairways shall not be obstructed by the Unit Owner or used by them for any purpose other than for entering or exiting. The sidewalks, entrances, floors, front and backyards shall be kept free from rubbish, bicycles, toys, lawn chairs or other articles of that kind, except when in use. Furthermore fountains, birds baths, lawn ornaments, or other decorative lawn art are prohibited from common areas. Any items stored in these areas constitute a fire hazard and could constitute a fine by the Fire Department for the violation, as well as removal by the Association, and the Unit Owner will be charged a removal fee.
3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property except that dogs, cats, or other household pets may be kept by Unit Owners in their respective Units provided they are not kept, bred, or maintained for any commercial purposes, meet the other requirements of the Rules and Regulations and do not endanger the health and safety of or, in the sole discretion of the Board of Directors, unreasonably disturb the other residents or create a nuisance. Visiting pets are subject to the same rules and regulations. Please refer to Section: Pets.
4. Common Areas are defined as all areas outside the immediate perimeter of the building, including shrubbery, grassy and natural areas, sidewalks and paved areas. Limited Common Elements are those parts of the Common Areas exclusive to the use of one but fewer than all the Units, including but not limited to patios, porches, driveways, adjoining sidewalks and areas immediately adjoining the unit. For courtesy, Common Areas for use of all Homeowners are defined as all areas 15 feet outside the perimeter of the building to provide Unit Owners security, privacy and a sense of ownership.

Glenhaven At Firethorne Homeowners Association, Inc.

Fire and Casualty Insurance

The Homeowner's Association maintains a fire and casualty insurance policy to cover the building and common areas.

CLAIMS –

In case of an accident, please notify D. R. Talley Co., LLC in Association with Stikeleather Realty for instructions.

COVERAGE –

The policy is maintained in the offices of the Management Company.

INTERIOR INSURANCE –

Each resident is responsible for obtaining a Homeowner's Policy for the Interior of their unit as well as personal liability coverage.

Homeowners are responsible for ensuring that they carry personal insurance that will provide coverage that the master policy does not. Homeowners should make sure that coverage for seepage and leakage from another unit is included in personal policies.

Glenhaven At Firethorne Homeowners Association, Inc.

Outdoor Grills

Summer fun often includes cooking and eating outdoors with family and friends. Residents of apartments and condominiums who want to share in this favorite pastime must take special precautions. Using most barbecue grills on balconies is unsafe and against the law.

Charlotte Fire Prevention Code and City Ordinance No. 2750 adopted by City Council on November 14, 1989, prohibits the use of an open flame cooking appliance, including grills, on outside balconies or within 10 feet of any combustible portion (such as wood siding) of any multi-family dwelling apartment house, townhouse, or condominium unit. The ordinance applies to charcoal grills, LP-gas grills, natural gas grills, hibachis, smokers or any appliance that uses an open flame to cook. These restrictions are enforced for two reasons: there is always the danger of the fire getting out of control and spreading rapidly to living areas, and the smoke given off by these devices can be harmful – even fatal. You cannot control the direction of the wind. Lethal smoke could be building in your neighbor's unit without you knowing it.

The only cooking device permitted to be used on a balcony of a multi-family dwelling is one that uses electricity as a power source and has been designated as safe by a testing laboratory. The device must also be designed or approved for the use of lava rocks or permanent briquettes only.

Electrical cords should be placed where they will not be subjected to physical damage. If an extension cord is used, it should be a three-wire grounded and of the proper size to carry the amperage or wattage of the electric grill.

So when you get the urge to enjoy a freshly grilled steak, remember to follow these guidelines for safe and legal outdoor cooking:

Grilling Safety Tips:

- Never use charcoal lighter fluid on a burning fire
- Leave grill hood open until ignition occurs with lighting gas grills
- Do not grill near combustible materials such as pine needles
- Keep fire extinguisher or charged garden hose accessible
- Discard hot coals in a metal container after use
- Always shut off valve to propane tanks when not in use
- Always follow the manufacturer's recommendations

These additional safety brochures are available from the Charlotte Fire Department:

Smoke Detectors

- Fire and Burn Prevention
- Escape Planning
- Juvenile Firesetters
- Special Needs Groups
- The Charlotte Fire Department
- Holiday Safety
- Heating Safety

Glenhaven At Firethorne Homeowners Association, Inc.

Frozen Water Pipes

Prolonged outside temperatures below 20° F, can result in frozen water pipes if precautions are not taken by the Homeowner. These precautions include:

1. Maintaining the heat in the unit at 65° F and higher at all times. Insurance policies will not cover damage from frozen pipes if the heat has been turned off in the resident. **PLEASE DO NOT TURN YOUR HEAT OFF!** It could result in personal liability.
2. Running water in all inside faucets on occasion to prevent standing water from freezing.
3. Informing neighbors when you will be out of town during the cold weather months and leaving a key with neighbors so they can periodically check your pipes.
4. If the Unit will be vacant during the winter months, turn off the water supply (located in water heater closet) and drain pipes by opening all faucets in the kitchen and bath.
5. Check all outside faucets to determine that these pipes are not freezing.
6. Notify the Management Company if you feel a unit is subject to frozen pipes and should be checked.

Glenhaven At Firethorne Homeowners Association, Inc.

Pest Control

PEST CONTROL IS THE RESPONSIBILITY OF THE UNIT OWNER

Pest control in and around the unit is the responsibility of the unit Owner. Such pests include but are not limited to: ants, flies, cockroaches, crickets, centipedes, "roll" bugs bees and wasps, fleas, spiders, silverfish, water bugs, mice, slugs, lizards, small snakes, and other insects and small rodents.

Please notify the Management Company of extensive pest infestations and/or potentially hazardous situations (e.g. rats, hornets' nests, poisonous snakes, etc.) For large animals (e.g. raccoons, skunks, muskrats, snapping turtles, dogs, etc.) that pose eminent danger, call Animal Control at 311.

Contract / Action Pest Exterminating

Termites:

Termite infestation and damage to the unit is a serious issue within the Community. Termites and the damage associated with improper storage of wood and cellulose materials or other such items shall be a liability of the Unit Owner. This liability would include all cost incurred including possible fines, and legal costs.

All wood and other materials should be stored outside at least 6 inches above ground and 1 foot from the wall of any unit.

Contract / Carolina Pest Management (Sentricon)

Glenhaven At Firethorne Homeowners Association, Inc.

Garbage

All Garbage is to be placed in the dumpster provided.

1. No articles larger than household garbage can be placed in the dumpster. All garbage must be placed into the dumpster. Do not throw garbage and trash from your car. Do not place garbage or trash on the ground. All garbage and/or trash spilled in the area of the dumpster must be cleaned up and placed in the dumpster.
2. No furniture, mattresses, building materials, carpets, appliances, etc. are allowed to be placed in or around the dumpster. The Trash Collection Company will not remove articles other than in the dumpster. If you have anything of this type that needs to be removed, please call the City-County Garbage, Recyclables and Yard Wastes at 311.
3. Anyone depositing anything other than household garbage will be charged for the removal of these articles from the dumpster and for proper removal to a disposal site.
4. The dumpster is emptied on a weekly basis.
5. Garbage cannot be placed/stored/left outside of units under any circumstances.
6. Recyclable items such as newspapers, magazines, aluminum cans, glass, plastic, cardboard, and used motor oil, anti-freeze and paint should be taken to the recycling area at the dumpster.
7. Large items such as furniture, mattresses, or appliances may be taken to the recycling center, call 311, or donated to Goodwill or other charitable organizations. Donation of used clothing or other household items is an alternative to disposal.

Glenhaven At Firethorne Homeowners Association, Inc.

Parking and Automobile Regulations

Residents of the Glenhaven community will be issued parking stickers for each of their vehicles. All residents must display their sticker in the front windshield on the lower right corner. There will be a two week grace period for a new resident or on the purchase of a new vehicle by an existing resident. Contact the Management Company to receive stickers. You will be required to give the license tag number and the make/model of the vehicle to receive a sticker.

Parking spaces provided in Glenhaven meet the current Charlotte code for parking spaces in a condominium community. This allotment includes the garage and driveway for garaged units. Townhouse units (ungaraged) have an allotment of two (2) parking spaces per unit adjacent or in front of the building; these spaces are marked with the unit number and are reserved for the designated unit.

No automobile shall be parked at any place on the condominium property except in the spaces provided and spaces are to be used for parking of automobiles only. Curbside parking is a violation of the Charlotte Ordinance for access of emergency vehicles.

No automobile shall be parked in a driveway such that a portion of the vehicle extends into the street or on the grass.

THE MANAGEMENT COMPANY AND BOARD OF DIRECTORS HAVE CONTRACTED WITH A BOOT LOCK COMPANY. VEHICLES ILLEGALLY OR IMPROPERLY PARKED WILL BE BOOT-LOCKED OR TOWED, AT THE OWNER'S EXPENSE. THIS WILL INCLUDE ANY VEHICLE PARKED ON THE CURB, ANY UNAUTHORIZED VEHICLE PARKED IN AN ASSIGNED SPACE, OR ANY RESIDENT VEHICLE PARKED IN A VISITOR SPACE.

ABSOLUTELY NO CURBSIDE PARKING, PARKING ON THE GRASS AND/OR COMMON AREAS. THE MANAGEMENT COMPANY IS INSTRUCTED TO ENFORCE BOOT-LOCKING OR TOWING OF IMPROPERLY PARKED VEHICLES AT THE OWNER'S EXPENSE.

1. Each resident of garaged units will park inside the garage and/or on the driveway associated with their unit. Residents of ungaraged units shall park in designated parking spaces for their unit.
2. Residents are not to use spaces indicated as VISITOR spaces. Violators will be subject to boot lock or towing.
3. Residents with more than two vehicles with insufficient space in their driveways for the additional vehicles have the option of renting an additional space for a fee of \$50 per month. There are a limited number of spaces available for this purpose. These spaces will be assigned on a first come/first served basis. Payment is due with the monthly HOA dues. Failure to pay will result in the loss of the space. Rented spaces will be painted with the unit number of the renting resident.
4. No automobile, moving van or delivery truck shall be parked, driven across or driven onto the lawn or walkways. Any damage resulting from the violation of this regulation shall be the direct expense of the Unit Owner.

GLENHAVEN AT FIRETHORNE CAR TAG APPLICATION

_____ AMITY SPRINGS ADDRESS

NAME OF OWNER _____

(P) _____

(E-MAIL) _____

IS THIS A RENTAL UNIT YES _____ NO _____

TENANT NAME _____

TENANT (P) _____

TENANT E-MAIL _____

CAR #1 MAKE AND MODEL _____

LICENSE # _____ STATE _____

CAR #2 MAKE AND MODEL _____

LICENSE # _____ STATE _____

CARS WITHOUT PROPER TAGS WILL BE SUBJECT TO BE TOWED

Glenhaven At Firethorne Homeowners Association, Inc.

Parking and Automobile Regulations (Continued)

5. All vehicles MUST be properly licensed and have a CURRENT inspection sticker displayed.
6. All tires on ANY vehicle, including motorcycles, must be inflated at all times.
7. No inoperable (either temporary or permanent) or wrecked vehicle of any type will be allowed on the property.
8. Auto repairs are not allowed. No vehicle may be left on blocks, jacks, etc. overnight. Oil changes are prohibited.
9. Do not block another homeowner's car, driveway or garage.
10. Handicap parking at the Clubhouse is for use by handicapped residents or handicapped guests only.

VIOLATION OF ANY OF THE ABOVE REGULATIONS WILL RESULT IN THE VEHICLE BEING TOWED AND/OR BOOT-LOCKED AT THE OWNER'S EXPENSE. NOTIFICATION OF A VIOLATION IS NOT REQUIRED PRIOR TO BOOT-LOCKING OR TOWING. HABITUAL OFFENDERS WILL BE GIVEN NOTIFICATION AND MAY BE FINED FOR EACH OFFENSE AFTER THE NOTIFICATION.

If your car or a visitor's car is boot locked or towed, call the Towing Company (information displayed on sign at entrance of the Glenhaven community) WHEELBLOCKER 704-600-4166 TIM FURR for directions on how to retrieve your auto. Fines and storage charges may have to be paid before the towing company will release your vehicle.

Glenhaven At Firethorne Homeowners Association, Inc.

Recreational Vehicles

Because of the limited number of parking spaces at Glenhaven at Firethorne Homeowners Association, Inc., no recreational vehicles are permitted to be parked on Glenhaven property at any time.

This includes, but is not limited to:

- Boats
- Trailers
- Travel trailers
- Off-road motorcycles and vehicles

VIOLATION OF ANY OF THE ABOVE REGULATIONS WILL RESULT IN THE VEHICLE BEING TOWED AT OWNER'S EXPENSE. NOTIFICATION OF A VIOLATION IS NOT REQUIRED PRIOR TO TOWING.

If your recreational vehicle or a visitor's recreational vehicle is towed, call the Towing Company (information displayed on sign at entrance of the Glenhaven community) for direction on how to retrieve your vehicle. Fines and storage charges may have to be paid before the towing company will release your vehicle.

Glenhaven At Firethorne Homeowners Association, Inc.

Disturbing Noises and Nuisances

1. No Unit Owner shall make or permit any disturbing noises in the building by self, family, servants, employees, agents, visitors, tenants and licensees, or permit by such other person(s) anything that will interfere with the rights, comfort, or convenience of other Unit Owners and tenants.
2. No obnoxious, offensive or illegal activities shall be carried out upon common areas, parking areas or within any unit, nor shall anything be done thereon which may be an annoyance or nuisance to other residents.
3. No Signs, ads, or solicitations are permitted in or about the Condominium Property in windows or outside of unit with the exception of approved "For Sale" and "For Rent" signs.
4. Homeowners are requested to be considerate of other residents. Please restrict activities to reasonable hours (7:00 am – 11:00 pm City of Charlotte noise ordinances). Normal household activities can be annoying to occupants of adjacent units during early morning or late night hours.
5. Owners of second story units are encouraged not to install hardwood flooring. Owners of second story units with hardwood flooring must cover the wood as much as possible with rugs and carpet to reduce noise transmitting down in to the first floor unit.

Glenhaven At Firethorne Homeowners Association, Inc.

Pets

1. Pets are NOT allowed to run free at any time.
2. Only dogs, cats, fish, birds and other domesticated animals are allowed to be kept as Pets. No horses, livestock, wild animals or undomesticated animals are allowed on the Glenhaven property – inside or outside a unit.
3. Unattended pets should not be left tethered in yards or on patios.
4. All dogs must be kept on a leash and accompanied by owner when outside the unit.
5. Pets should be walked in remote areas only. Please keep your animal away from the grassy areas near the buildings. Exercise restraint to prevent damage to flowers and shrubbery.
6. Disposal of cat litter, fish tank gravel, bird cage mulch, or other such pet waste and debris shall be in appropriate container with household garbage in the dumpster.
7. Pet Owners are requested to clean up after their pets; collected wastes should be disposed of appropriately in the garbage dumpster.
8. Please refer to the Common areas Section paragraph 3 of these Rules and Regulations pertaining to rules on pets.
9. Any damage to property or injury to anyone will be the direct burden of the owner of the animal.
10. Pet Owners are responsible for knowledge and compliance with Animal Control Laws including licensing of dogs and cats.
11. Any violations of these regulations will result in the Animal Control Unit being called and the animal will be removed accordingly.
12. These rules also apply to visiting pets.
13. Not more than three (3) pets per household are allowed.

FIRETHORNE RFD
CLUBHOUSE RENTAL AGREEMENT

Name of Homeowner(s): _____

Address: _____

Association Name: _____

Telephone numbers: Home _____ Work: _____

Date Requested: _____ Day of Week: _____

Type of Function: _____

Time of Event: (From) _____ (To) _____

Number of People Attending: Adults _____ Children (1-13 yrs) _____

Rental Fee Received: \$100

Deposit Received: \$200

** - Checks must be signed by homeowner/resident

The clubhouse facilities may be rented for private events sponsored by residents of Firethorne, Glenhaven and Thorngrove. All clubhouse rentals are limited to the hours of 8:00 A.M. to 11:00 P.M. with a maximum attendance of 50 people. For every 10 guests under the age of 25 years, an adult over the age of 25 must be present during the entire event. The clubhouse is a non-smoking facility and the Firethorne RFD reserves the right to grant or deny rental of the clubhouse. In scheduling use of the clubhouse, the Association functions shall take precedent over private events. The sponsoring homeowner(s) must be present for the duration of the event.

The pool is not available for use. Cookers other than microwave/crock pots are not allowed in the clubhouse. At no time shall grills be allowed in the pool area or clubhouse. However, grills may be used on the front lot in accordance with the fire code.

If any alcoholic beverage is served, homeowner(s) must provide proof of host liquor liability insurance with combined single limit coverage of \$1,000,000 with respect to injuries, deaths or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the homeowner's policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to D. R. Talley Co. Property Management at least one week prior to the clubhouse rental or this rental agreement is subject to automatic termination by the association.

If any alcoholic beverage other than unfortified wine for beer is served, or any alcoholic beverage is sold, homeowner(s) must obtain a limited special occasion permit or such other permit required by the North Carolina ABC Commission.

Events must end by 11:00 P.M. and the parking lot and clubhouse cleared by that time. Doors and windows must be kept closed during private events. No bands, DJs, loudspeakers, or other excessive noise that may disturb the residents is allowed. Clubhouse rental shall not be used for promotions, retail sales or recruitment of any kind. Pets are not allowed in the Clubhouse or pool area.

The resident reserving the Clubhouse will direct guests to park in allotted spaces in the Clubhouse parking lot with overflow parking to be in the visitor spaces in their development area, i.e. Thorngrove guests park in Thorngrove parking area. Any vehicle parked contrary to the rules stated within will be towed at the owner's resident's expense.

The Management Company (D. R. Talley Co) will officially reserve the facility, subject to availability, upon receipt of the deposit, rental fee and signed rental agreement. Mail these documents to D. R. Talley Co. Property Management, 4915 Monroe Road, Charlotte, NC 28205 or fax to (704) 537-3973. D. R. Talley Co. will confirm the reservation with the homeowner.

Each homeowner(s) is responsible for cleaning the clubhouse after the event per the attached checklist. You must bring your own vacuum as one will not be furnished. The Firethorne RFD Board of Directors will perform a complete inspection the morning after each event and confirm that the clubhouse is clean and in order. The RFD Board of Directors will then contact D. R. Talley Co. to release the deposit.

The rental fee is \$100 with a refundable deposit of \$200. The RFD Board of Directors requests that you send one check for \$300.

The RFD Board of Directors will retain the rental fee to help with maintenance costs and will issue a refund check after the inspection. If the clubhouse is left clean and undamaged, the deposit check will be mailed back to the homeowner(s). All damage, breakage or theft resulting from the event will be deducted from the deposit of the homeowner. These charges are to be determined and assessed by the RFD Board of Directors. If the deposit is insufficient, the balance will be charged to the homeowner's account.

Breaking any Clubhouse rules or general rules governing the Association will result in the forfeiture of your deposit, as well as forfeiture of the rights to use the Clubhouse for future private events.

No liquor will be served at the subject event (Initials) _____
OR
Liquor is to be served and I have obtained
Necessary forms and submitted them. (Initials) _____

I/We, the homeowner(s) have read and are familiar with the provisions of the above agreement and the rules of the facilities, and agree(s) to comply with the same. I/We certify that I/We are at least 21 years of age and will be present during the entire party. Cancellation notice must be given at least 1 week prior to scheduled event to receive a complete refund of rental fee.

Liability Release Statement: I release Firethorne RFD from all liability for injuries and damages resulting from my use of facility. I understand I am financially responsible for damages to the facility resulting from my use.

Security Deposit: I agree to restore the facility to clean and undamaged condition upon vacating. I understand that additional repair or cleaning required will be deducted from my Security Deposit. Additional costs exceeding the Security Deposit will be billed to me and I agree to pay them within 10 days.

(Homeowner/Resident Signature)

(Date)

(Homeowner/Resident Signature)

(Date)

Note – The Clubhouse will be opened by a Board Member of the RFD approximately 1 hour before your scheduled event.

FIRETHORNE RFD
HOMEOWNERS CLEAN-UP CHECKLIST

Name of Homeowner: _____

Date of Event: _____

Firethorne RFD does not provide a cleaning service after each event. Several events may be booked back-to-back in the clubhouse. Therefore it will be necessary for the homeowner to leave the facility clean. Otherwise, you will be responsible for the cost of the additional cleaning service. Your fee pays for the management company coordination services, the follow-up inspection and periodic cleaning and supplies.

- _____ Bathrooms clean. No trash or water on the floor.
- _____ Kitchen cabinets and countertops clean.
- _____ Refrigerator clean and empty. Sinks clean. No food or drinks left behind.
- _____ Tables left clean and all furniture in its place.
- _____ Floors clean. Tile mopped if spills occurred and carpet vacuumed.
- _____ Surrounding grounds in order.
- _____ Inspect general overall condition of facility.
- _____ Empty trash cans and deposit garbage in the dumpster.
- _____ Clean glass doors.

Comments:

Date Inspected: _____

Signature: _____

Glenhaven At Firethorne Homeowners Association, Inc.

Swimming Pool

The swimming pool is opened around Memorial Day and remains open until Labor Day. The operating period of the pool is regulated by the Boards of Glenhaven, Firethorne and Thorngrove. Residents are cautioned that there are NO LIFEGUARDS at the pool and

SWIMMING IS AT YOUR OWN RISK

The pool gate is kept locked at all times. Each homeowner should have a key to the amenities. Contact the Management Company for keys. The Management Company is not authorized to release keys to Tenants or Guests. Homeowners should transfer keys to new homeowners when selling their unit.

POOL RULES

1. Pool Hours: 9:00 am until 10:00 pm
2. NO children under the age of 16 are allowed in the pool area without parental or guardian supervision. Children are to be controlled so as to prevent disturbances to other homeowners and their guests.
3. Maximum of four (4) guests per unit. Residents MUST be present with the guests.
4. No glass containers of any kind are allowed in the pool area.
5. No pets are allowed in the pool area.
6. Do not tamper with skimmers or other pool equipment.
7. No running, pushing, wrestling, dunking, diving or other horseplay. No Frisbees or ball playing. No floats when the pool is crowded – be courteous.
8. Proper swimming attire required. No cut-offs, etc. Babies in diapers are not permitted in the pool.
9. Radios, etc.; Volume is to be kept low so as not to disturb anyone – EARPHONES ARE ENCOURAGED.
10. Please do not reserve lounges, chairs or tables; these are available on a first come basis. Do not leave towels, beach bags, etc. When vacating the pool for extended periods of more than 15 minutes.

As residents of Glenhaven at Firethorne Homeowners Association, Inc., we all need to comply with pool rules and also be responsible for enforcing any infraction that may be observed. The rules are to ensure all residents have a safe, quiet, and enjoyable time at the pool.

SWIM AT YOUR OWN RISK

**2013 Firethorne RFD Pool
Membership Registration Form**

Household Name(s) _____

Adults	Children	Child's Ages

Address _____

Home Telephone _____

Work Telephone _____

Email _____

EMERGENCY CONTACT: (REQUIRED)

Name _____

Telephone _____

My household agrees to abide by the Firethorne RFD Pool Rules and Policies.

Name _____ Date _____

Firethorne – Glen Haven – ThornGrove Community

Rules for the Weight Room

1. Only homeowners and renters over 18 years of age are permitted a key and use of the weight equipment. Younger residents must be with an adult.
2. No food or drinks, other than water, are permitted in the weight room. Alcoholic beverages are prohibited. No glass containers are allowed.
3. Use of the weight room is at the risk of the user. Exercise responsibly and safely.
4. The weight room is in a community building used by others for business meetings. Please keep your music, radio, voices, etc. at low volume, respecting others.
5. Any problems with the weight equipment should be reported to D. R. Talley Co. Management at (704) 537-3900.

Glenhaven At Firethorne Homeowners Association, Inc.

Cable Television

Cable Television Service is available to each unit in Glenhaven at Firethorne Homeowners Association, Inc. on an individual basis through Time Warner Cable. Each unit is constructed and prewired for cable. Interior alternation of cable wiring is restricted to the Homeowners unit and shall not infringe or cause damage to adjacent units or common areas of their building. No exterior building penetration or relocation of cabling is permitted without written notification of and approval by the Glenhaven Board of Directors. Underground cable only is permitted in Glenhaven at Firethorne Homeowners Association, Inc., no overhead service is permitted. Service by cable companies to underground service must be authorized by the Board of Directors. All landscaping must be restored and all building damage must be repaired as a result of cable service installation or repair. The Homeowner being provided cable installation or repair service is liable for all damages and/or violation of these rules and regulations associated with the service.

For Time Warner Cable:

Customer Service

(New or transfer service & Customer Support) 704-377-9600

Glenhaven At Firethorne Homeowners Association, Inc.

Digital Satellite Systems - DSS

1. No digital satellite system (DDS) other sending or receiving installation shall be installed on the exterior of the building or any other place on the property without the prior written consent of the Board of Directors.
2. Requests for DSS approval and approval of receiving dish placement must be made in writing to the Glenhaven Board of Directors. Requests must include the Homeowner name and unit number, name of the proposed digital satellite system provider, manufacturer and model of the DSS equipment, dimensions of the receiving satellite dish, and the proposed location for mounting the dish and the attachment method. No unit is permitted more than one exterior DSS dish.
3. The dish may not exceed eighteen (18) INCHES IN DIAMETER. No equipment exceeding this dimension is permitted. Only DSS receiving equipment is authorized for use or consideration. Cable connection must be made to the existing exterior cable connections. Penetrations of the building are not permitted.
4. NO DISH CAN BE REPLACED WITHOUT A SIGNED AGREEMENT BETWEEN THE HOMEOWNER AND THE BOARD OF DIRECTORS, WHICH INCLUDES A \$200 DAMAGE DEPOSIT. The purpose of the agreement and the deposit is to inform the homeowner that they are totally responsible for all costs of any repairs necessary to the building whether inside or outside caused by the installation, repair, or removal of said equipment. If an owner sells their unit and moves without removing the dish, the cost of the dish removal and any required roof repairs will be deducted from the dish deposit. If a homeowner moves and does remove the dish and makes all related roof repairs, the full \$200 deposit will be refunded to the owner. Should an owner sell their unit, including the dish, to a new resident the owner will be refunded the full deposit. But the new resident must then also sign a dish agreement with and submit a \$200 deposit to the Board.

5. UNAPPROVED OR IMPROPER INSTALLATIONS WILL BE REMOVED AND THE UNIT OWNER WILL BE CHARGED A REMOVAL FEE, PLUS ANY AND ALL CHARGES FOR DAMAGES.
6. No dish will be approved by the Board that is unsightly to other homeowners or detract from the symmetry of the building and the landscape. This is to protect the beautification of Glenhaven, in which we all take pride, for the homeowners.
7. DSS equipment shall be roof mounted. The location of the equipment is restricted to the roof area corresponding to the homeowner's unit. Mounting equipment above adjacent units is not permitted.
8. No dish shall be located on the ground. No dish shall be mounted to the walls of the building structure. DSS dish locations should be as inconspicuous as possible, particularly from the front of the buildings or from the street.
9. Due to the need to locate the receiving dish in a particular orientation, the line of signal orientation may be obstructed by other buildings or trees and vegetation for some units. This condition is both unfortunate and unavoidable. These units may not have access to digital satellite system.

Digital Satellite Systems - DSS

Agreement Between Glenhaven At Firethorne HOA

And Glenhaven at Firethorne Owner

I _____ owner of Glenhaven At Firethorne

Condominium # _____ have read and agree to abide by page 29, 31 and 32 of the HOA

Handbook, revised February, 2013, entitled Digital Satellite Systems (TV Dishes).

Please fill out the following page 29 questions:

Diameter of Dish: _____

Name of DSS Provider: _____

Manufacturer & Model of DSS: _____

Proposed Location for Mounting Dish: _____

Attachment Method: _____

Signature of Homeowner _____ Date _____

Signature of HOA Board President _____ Date _____

Glenhaven At Firethorne Homeowners Association, Inc.

Tenants

1. It is the responsibility of the owner of the unit to provide their tenants with the Rules and Regulations of the Association.
2. Tenants are to abide by the same Rules and Regulations as are the homeowners, all leases must be subject to all documents governing Glenhaven.
3. Owners are responsible for any damages caused by their tenants.
4. Owners are to inform the Property Management Company of the names and emergency information (cell phone numbers and e-mail addresses) of their tenants, each time their unit is leased or rented.
5. Owners forfeit their use of all facilities at Glenhaven to their tenants when they lease or rent units.
6. Tenants may attend Open Association Meetings, but may not vote or voice comments or opinions on pending business before the Association.
7. Tenants may not attend any meeting of the Board of Directors, except as so requested or stipulated by the Board.
8. Owners of second story rentals units must supply or insist on tenants having carpet or rugs down on the hard wood floors of living areas.
9. Owners of rental units must send copy of least to the Property Management Company.
10. Owners of rental units must follow "Mecklenburg County Law", effective June 1st, 2013 and supply copy of lease and the names of renters to the Charlotte Police Department.