

# Liberty Square Townhome Homeowners Association, Inc

**710 Oakmont Circle Archdale, NC 27263**

Handbook of Rules and Regulations

**Handbook Revision: November 2025**

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## **General Information**

### **Rules and Regulations**

The **Rules and Regulations** of Liberty Square Homeowners Association shall be the governing document of the Association and its Members, in addition to the “Declaration of Covenants, Conditions, and Restrictions” and the “By-Laws”. In the case of any conflict between the Declaration and the Rules and Regulations, the Declaration shall control; in the case of any conflict between the By-Laws and the Rules and Regulations, the By-Laws shall control.

The Rules and Regulations may be subsequently added to, modified, or replaced at the discretion of the Board of Directors.

### **Reporting Problems**

Complaints, questions, and problems should be directed to the Board of Directors. It is advisable to submit a complaint in writing to the Board or to your Buildium Residential portal; however, emergency problems and questions may be relayed by telephone.

### **Annual Meeting**

The Association’s Annual Meeting is held the first quarter of each year. Annual budgets and financial reports are provided to HOA Members at the meeting. A minimum of four (4) Board meetings will be held the following year.

### **Payment Information**

**Dues:** All homeowners are obligated to pay the monthly assessment, also known as dues, established by the governing documents of the Association. Payments are due on the first day of each month and late after the 15<sup>th</sup> of month. On the 16<sup>th</sup> of the month a late fee of \$25.00 will be applied to your account. There are no exceptions to this rule. A minimum of a \$30.00 fee will be charged to the homeowner for each non-sufficient funds check.

Dues checks should be made payable to Liberty Square Homeowners Association and, if mailed, sent to 710 Oakmont Circle Archdale, NC 27263. For your convenience, payments can be made electronically on your Buildium Residential Portal. You may also auto-draft your payment from your bank account.

## Association Collection Procedure

1. **First Letter** – Dues not received by 15<sup>th</sup> of month reminder letter sent out.
2. **Second Letter** – If there is no response or payment to the first letter, the owner is informed of possible legal action and legal fees if dues are not paid, giving 15 days to pay.
3. **Third Letter** – If no response to the 1<sup>st</sup> and 2<sup>nd</sup> notifications, a demand letter from an attorney will be mailed giving the homeowner 20 days to pay past due balance and accrued attorney fees.
4. **If the homeowner does not respond to the first three attempts, the Association's attorney will pursue further legal action.**

## Insurance Coverage

The Association carries a General Liability insurance policy to cover damages of any guest(s) injured while in the common area. The Association does not carry any type of insurance on the homes themselves. Each homeowner is responsible for insuring their home with a HO3 policy. Homeowners are required to provide a copy of their insurance renewal annually to the HOA Board. After three (3) attempts to obtain the insurance information, a penalty of \$50 per month will be assessed until information is received. **ALL CLAIMS REGARDING THE ASSOCIATION SHOULD BE MADE THROUGH THE BOARD OF DIRECTORS.**

## Association Maintained Elements

### What the Association Maintains

The official guidelines for what the Association maintains are in the Covenants, Conditions and Restrictions.

The Association is responsible for gutter and downspout repair, exterior siding repair, common area lighting, lawn care, Association planted trees and shrubs, water and sewer lines from the meter to the city line in the common area, sidewalks, parking lot, exterior painting, parking numbers, and mailbox housing. The Association will maintain rear privacy fences due to natural deterioration. The Association will also perform roof repair or replacement due to normal wear and tear.

If you have any situation that you feel may be the responsibility of the Association to address (plumbing, etc.) you must first contact the HOA Board to gain clarification on the situation. **If you address the situation yourself without first notifying the Board of Directors, the Association will not be responsible for any costs incurred by the homeowner. When in doubt – CALL!**

## **Your Unit and Property**

### **What Owner(s) Maintain**

Liberty Square townhomes are **NOT MAINTENANCE FREE** homes. According to the Covenant, Conditions & Restrictions, owners are responsible for all glass surfaces, windows and attached frames, screens, front and back doors, door locks and hardware, heating and air conditioning, alarm systems, utility boxes and connections, water line from the meter to the house and under structure of the unit, sewer line from the main to the house, doorbells, storm doors, electrical outlets, and plumbing within the unit. Homeowners are also responsible for the maintenance of the storage room door including hardware and painting.

### **Flower Beds/Vegetation**

Homeowners have been given use of the first few feet in front of their unit (differs according to plat). Owners are responsible for plants and flowers in their flower beds, even if planted by a previous owner of the home. If fronts or sides have been changed in any way, the owner is responsible for the weeding and maintenance of all beds. Any original bushes and original beds will be maintained by the Association.

Any landscaping additions or changes, including planting of trees, must be submitted in writing to the Association for prior approval via the architectural request form.

The Board of Directors recommends using the current landscaping contractor to remove any bushes, trees, or any other work you wish to be performed due to the fact he/she is insured against any damages incurred to the property. The owner may choose to use another source. Any damages to the property will be the sole liability of the homeowner to restore the property back to its original condition.

No vines can be grown on any structure (fence or house). No bushes, trees, or flowers shall be against the interior or exterior of the vinyl fencing.

Vegetable gardens are not permitted in the common areas or outside of the owner's gated backyard, or flower beds.

### **Personal Property**

1. Front porches shall not be used as a storage area. Personal property shall be properly stored so as not to create an “eyesore” as outlined in the Declaration.
2. Personal property shall in no way create a nuisance to the other homeowners.
3. Temporary seasonal decorations shall be removed as soon as the season is concluded.

## **Sign Policy**

All Real Estate “FOR SALE” signs should be located within the first two feet of your home in the front yard, not in the common areas or at the entrance of this community. Only one (1) sign is permitted at a time per unit. This policy also applies to “FOR RENT” or any other signage. All political signs must be within the first two feet of your home and cannot be there until (45) days prior to the election and must be removed within (7) days after election per North Carolina state law.

## **Yard Sales**

Individual yard sales are not permitted due to traffic problems. Please contact the Board of Directors if you are interested in having or arranging a community yard sale.

## **Selling Your Home**

While your home is for sale you must keep your account current. If you are working through a professional realtor, be sure to tell them your home is in a Homeowners Association.

## **Home Rental**

Homeowners are permitted to rent their homes on long-term leases provided they give the lessee a copy of the Association’s policies before the lease is signed.

1. Owners are responsible for the actions of their tenants and guest(s) of the tenants.
2. Homeowners are responsible for the payment of the Association dues.
3. Owners are responsible to send the HOA Board a copy of their lease with the name and contact information of the tenant who is occupying your home.

## **Common Areas**

The common areas of the Association (entrance, roads, and natural areas) are for the benefit of the Association members, tenants, or guest(s) of members.

1. The common areas shall be used in an orderly and courteous manner so as not to disturb other users.
2. Members are to be responsible for the supervision of family members and guest(s) while on Association property. Any damage to the common areas by a member, their family, children, guest(s) or tenants shall be the responsibility of that member to correct.
3. No personal property will be permitted on or in the common areas; not limited to but including temporary seasonal decorations.
4. State and local laws and ordinances regarding the consumption of alcoholic beverages and tobacco products will apply to these areas.
5. No vehicular traffic is allowed on grassy common areas or sidewalks. This includes bikes, dirt bikes, etc.

6. All other motorized forms of transportation, excluding golf carts, must be on the street.
7. Sidewalks are for pedestrians and handicap vehicles only.
8. Owners who have trees planted in the common area are responsible for trimming the trees at their expense, even if planted by a previous owner.
9. Trees must be trimmed and maintained throughout the year. If this is not done, a ten (10) day notice will be sent out. Failure to comply will result in the Association hiring someone to perform work needed and the owner will be responsible for all fees. Failure to pay will fall under the Collection Procedures as stated in the Rules and Regulations.
10. Please dispose of cigarette butts and any other litter appropriately. This poses a hazard to animals and is an eyesore to homeowners, guests and renters.
11. No food or remnants from charcoal grills should be disposed of in common areas or thrown over fences (privacy fences as well as perimeter fences).

### **Renter, Guest and Child Supervision**

1. Renters and Guest(s) should be made aware of the Association's policies. Association members will be responsible for their guest(s) compliance with such policies.
2. Children under 12 years of age must be supervised by an adult at all times and should not use the streets as a play area. Limited visibility and traffic make the streets too dangerous, and the Association will not assume any liability for the injury of any unsupervised child or guest(s).
3. Violations incurred by children or guest(s) are the responsibility of the homeowner.

### **Animals**

1. No animals shall be allowed to run at large on property subject to the control of the Association, including but not limited to the common areas. This rule is in addition to any state and local laws and ordinances regarding animals. **ALL animals must be on a leash while outside of the home.**
2. All animals must be walked on a leash.
3. It is the responsibility of the animal owners to clean-up after their animals and restore the area to its prior condition.
4. Any member of the Association being aware of a violation of the Animal Regulation by any other member of the Association is encouraged to communicate with the Board of Directors.
5. No farm, barnyard, or rural animals will be permitted to dwell on any lot per the zoning regulations of the City of Archdale.
6. There will be a \$100 fine imposed for each occurrence if the homeowner and/or renter does not pick up dog and cat solid waste immediately, including all common areas, fronts and sides of homes, and inside homeowners fenced in privacy areas. Every homeowner should be able to enjoy their property and not have to contend with

unwarranted nuisance. Homeowners will also be fined for allowing their pet(s) to urinate in the flower beds of homeowners and next to their homes. You will have (15) days from the date of the notification letter to pay the fine. Fines not paid within the (15) day period will be assessed late fees. Similarly, homeowners will be fined, in the same \$100 amount, for feeding and/or providing items of comfort for stray cats or dogs. This includes but is not limited to pillows, blankets, shelter of any kind, food, and water.

7. You are not allowed to have outside dwelling pets within Liberty Square. Your pets are free to use your enclosed fenced area but may not live outside.
8. Dogs are allowed off leash within the retention pond area, while the gate is closed. You are subject to the same rules for cleaning up after your pet as any other common area.

### **Solicitation**

No solicitation is permitted on the property without prior consent from the Board of Directors.

### **Noise**

1. Owners and other residents shall exercise reasonable care to avoid making or permitting to be made inside or outside their homes, loud, disturbing, or objectionable noises. Residents should be considerate while playing or permitting to be used or played musical instruments, radios, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or occupants of other homes.
2. Depending on the severity of the situation, the owner should notify the police if the noise level of neighboring lots is excessive and after the hour of 11:00 PM or before the hour of 7:00 AM.

### **Trash Dumpsters**

1. Do not park in front of dumpsters. You will be towed.
2. All garbage must be placed inside of plastic bags and securely closed before placing them in the dumpster.
3. Trash may not be left on the ground outside of the dumpster.
4. Boxes **must** be broken down before being put into the dumpsters. If using a delivery service, you must notify them of these rules.
5. No items may be left outside of the dumpster, including packing materials. If using a delivery service, you must notify them of these rules.
6. **CLOSE THE DUMPSTER DOORS AFTER DISPOSAL OF GARBAGE.**

## **Disposal of Large Objects**

1. Owners are responsible for discarding and disposing of large household items, including appliances, furniture, Christmas trees, etc. offsite. Dumpsters are not to be used for these type items. The City of Archdale does **not** pick-up items left at the street.
2. Owners may be fined for leaving large items at the street or dumpster.

## **Mailboxes**

Any problems regarding mailboxes should be reported to the Board of Directors and, if needed, the post office. The Association, nor the HOA Board, do not handle (nor responsible) for mailbox keys. Mailbox keys are the property of the homeowner, and the homeowner must contact the Post Office for key or lock replacement. The Homeowner is responsible for the fees associated with the service.

## **Parking Rights of Homeowner and Renters**

1. Each unit has two (2) marked parking spaces.
2. Guest parking may only be used for any guest(s) of a temporary nature. Temporary nature means less than (7) consecutive nights. Should a guest(s) have a need to stay longer than (7) days, the homeowner will need to contact the Board of Directors to apply for a parking pass. The pass will be for no longer than 30 days and must be displayed on the dashboard of the vehicle. At the end of the 30-day period, should more time be required, the pass can only be renewed by going to the HOA Board. If the homeowner fails to comply with the Rules and Regulations, appropriate action may be taken, including having vehicle(s) towed at owner's expense and fines imposed.
3. Owners of vehicles that damage the parking surfaces will be responsible for repairs to the parking surface.
4. Curb parking is not allowed for more than (15) minutes.
5. For safety purposes, all vehicles **MUST** be parked in a parking space and must fit inside the designated lines. Vehicles are not to extend into the sidewalk or into the flow of traffic. Do not park your vehicle(s) crooked such that it is over the line of another person's parking space. This is inconsiderate to your neighbor.
6. Parking of inoperable vehicles is strictly prohibited within the complex. This includes, but is not limited to, wrecked vehicles, vehicles with a flat tire(s) or no tires, and expired license plates.
7. Campers, trailers of any kind, are prohibited
8. Boats, and jet skis or any other recreational vehicles are strictly prohibited even for visiting guest(s).
9. Homeowner owned work vehicles are allowed in homeowner parking areas, in the homeowners marked space, only if they do not exceed the width and length of the

marked parking space and do not interfere with the normal use of other parking spaces. Homeowners must adequately have space to enter and exit their vehicles as normal. Any work vehicle that prohibits these guidelines are deemed not acceptable for parking within Liberty Square.

**10.** If you are having work done on your unit that will require a trailer, POD, etc., to be onsite, contact the Board of Directors **before** it is placed on the property.

**11.** From time to time, trailers and equipment for work being done on the property, contracted by the Board of Directors, may be onsite for multiple days.

### **Speed Limit**

The speed limit within the complex is **FIFTEEN (15)** miles per hour (mph). If you are found exceeding this limit you will be fined. This is a major safety concern.

### **Safety**

Safety is the responsibility of each homeowner. Depending upon the severity of the situation, owners are requested to notify the police of any suspicious persons, trespassing, and unusual or criminal activities on the common areas.

### **Gas Tanks/Grills**

No propane gas tanks are allowed on the common areas. You are prohibited from storing a tank on/in the common areas of Liberty Square. All propane tanks must be installed and stored inside of your fenced-in area UNLESS authorized by the Liberty Square Board of Directors. Requests must be submitted in writing to the Board of Directors via the architectural request form.

All gas and charcoal grills must be at least three (3) feet from the fences and six (6) feet from the siding while in use. The homeowner is liable for any damages caused by grills.

### **Violations**

A fine of at least \$25 or as high as \$100 per day can be assessed for any violation of the stated "Rules and Regulations" (or the Covenants, Conditions, and Restrictions or By-Laws) of the Liberty Square Homeowners Association. Fines and fees can be assessed to a homeowner for violations by homeowner, renter, or guest(s).

### **Violation Enforcement**

1. Initial letter stating warning of violation. Depending on violation, the initial letter will determine the amount of time allowed to correct infraction.
2. Second letter, if there is no response to the first letter, a fine will be imposed on the account that is due within 15 days of the receipt of the letter.
3. Multiple letters with fines - if no response continues, letters will be written with fines until the Board of Directors deems further action is necessitated.
4. Board Adjuratory Panel hearing with the offensive party invited to attend hearing

to discuss infraction and potential fine of up to \$100 per day. The Board of Directors votes to determine the fine amount.

5. Fines accrue until the Board of Directors deems necessary to turn over to an attorney.

## **Architectural Control**

### **Architectural Control Configuration**

1. Any addition to an existing building, any exterior alteration, modification or change to an existing building, or any new detached structure must have the approval of the Architectural Control Committee **BEFORE** any work is undertaken. Examples of such visible projects might include but are not limited to storm doors, satellites, any attached structure, storage unit, patio covers, etc.
2. Any addition, exterior alteration, modification, or change to an existing building shall be compatible with the design character of the original building. Any new detached structure shall be compatible with the parent structure. Mounting of satellites may not be to the building, roof, or privacy fence, and must be inside the privacy fence or within the area outlined in the Declaration of Covenants, Conditions, and Restrictions.
3. The Architectural Control Committee (ACC) will consider only written requests. Written requests should be submitted for preliminary review to the HOA Board. The HOA Board will then distribute to the ACC.
4. If a proposal is rejected, the applicant is free to request the committee reconsider its position and is encouraged to present new or additional information which might clarify the request or demonstrate its acceptability.
5. The description of the project should include all information necessary for the committee to take action. Necessary data would include height, width, length, size, shape, color material specification, contractor's name, and approximate completion date of the project and location of the proposed improvement. Photographs or sketches of similar completed projects would aid in the ACC's consideration. If the alteration affects the existing drainage pattern, the proposed drainage pattern must also be included.
6. Approval of any project by the ACC does not waive the necessity of obtaining the required building permit(s).
7. **Obtaining a building permit does not waive the need for ACC and Board of Directors approval.**
8. The ACC will not knowingly approve a project which is in violation of the city building or zoning codes. The architectural request **MUST** be completed and signed by each homeowner before their request for architectural change will be considered.
9. You can print an Architectural Request Form from your Buildium Resident Portal or contact the Board of Directors.

## **Architectural Control Standards**

1. No outside radio or television antennas or other elevated communication towers shall be erected on any lot, living unit, etc. Furthermore, amateur and CB base operations are prohibited.
2. Satellite dishes no larger than 18 inches in diameter may be allowed but must be approved by the ACC for positioning. Satellites may not be mounted to the building, fence or roof. Pole mounts are recommended.
3. Exterior lighting shall not be directed in such a manner as to create annoyance to any neighbors.
4. Homeowners shall not alter privacy fences in any way, nor permanently attach (by drilling of holes, screws, nails) anything to the interior or exterior of the fence. No flowers, ornamental grasses, bushes of any type can be planted along the outside back or side of fences. Homeowners are liable for any damages caused to the fence by themselves, their guest(s), their renters, or their pets.
5. Existing flower beds on sides of fences as of May 22, 2021 are grandfathered in BUT no new flower beds will be allowed along fences, side or back. The established policy of the Liberty Square Homeowners Association is that no vegetation can be against any outside surface for a prolonged period of time. Any violation of this Rule and Regulation is subject to receiving fines.
6. Additions within the fenced-in area may not be attached to Association maintained buildings.
7. Storm doors for the front door must be full view.
8. Front doors must be white, (4) paneled, metal clad doors. Front doors with windows will NOT be approved. For more specific details on appropriate front doors, contact the Board or Architectural Control Committee Chair.
9. Additions within the fenced area causing damage to the principal residence or townhomes directly connected will be the responsibility of the current owner to pay for all damages, both principal residence and the townhome(s) affected.