


## **GENERAL INFORMATION**

### **Assessments**



In order to maximize the value of your Property, careful consideration is given to your assessments. Annually Owners will receive a payment booklet for monthly assessments. Association assessments are due on the first of each month. Assessments that are not received by the thirtieth day of each month are considered delinquent and will be subject to the "Collections Policy". Owners may request the assessments be automatically drafted from their personal account by completing and returning an Auto Debit Payment Form available from the Property Management website or by contacting Property Management.

### **Call Box**

The call box at the main entrance is for Visitors. Residents may choose to have their name and contact number registered in the system upon initial move-in or any time thereafter. It is recommended that Residents utilize this feature in order to simplify the process involved upon the arrival of a Visitor. Security will instruct Residents on the use of the call box and will be responsible for registering Residents in the system. The Visitor will select the Resident's name in the call box and the Resident's number is called to alert the Resident. The Resident then has the option to press the number 9 on their phone to unlock the door and let the Visitor in, meet the Visitor at the front door, or contact Security (if available) to let the Visitor in the building.

### **Garage Door Openers**

Each Owner, upon the initial purchase of a Unit from the developer, was issued two garage door openers. These openers are the responsibility of the Owner, and upon sale of a Unit the existing Owner must deliver the openers to the new Owner. The Association is not responsible for and will not issue openers to replace lost openers. The Owner must replace openers at their own cost. Any programming of openers, whether for hand held or in vehicle, is the responsibility and cost of the Owner.

### **HVAC**

Each Unit's HVAC system has one air handler and one compressor. The air handler is located in each Unit and the compressor is located on the roof. All Units have one HVAC system conditioning their space. Owners are responsible for repair, maintenance, and replacement of HVAC equipment. The Association recommends that HVAC systems for each Unit should be serviced twice a year and filters changed monthly to reduce repair costs and electric bills. Should HVAC equipment fail due to negligence and cause damage to the Common Elements, roof, or other Units, the Owner of the failed equipment is responsible for all such damage.

### **Insurance**

The Association provides an all risk blanket insurance coverage plan for the exterior of the building and liability and fidelity insurance.

It is recommended that each Owner should obtain and keep continuously in force additional fire, casualty, and extended coverage insurance upon personal Property, including any and all fixtures installed in a Unit by or for an Owner. It is also recommended that each Owner should maintain public liability insurance, wind and hail, and such other insurance coverage as they may desire.

### **Mailboxes**

Mailboxes are located in the lobby. Federal law prohibits unauthorized entry of mailboxes. You should receive a mailbox key from the Owner upon purchase or lease of your Unit, not from the Association. If you have lost your mailbox key or require additional mailbox keys, please contact the local post office.

Any packages that are delivered for Residents will be left with Security and stored in a secure area. Any Resident wishing to have them delivered directly to their door should notify Security accordingly, otherwise arrangements will need to be made to retrieve packages during normal Security hours. Please be aware that the Security area behind the desk is off limits to unauthorized persons, including Residents not serving on the Board of Directors.

### **Meetings**

Once per year the Association has an annual meeting, notice of which will be given at least 30 days in advance. This meeting is the single most important decision making forum for Owners, and is where representatives are elected to serve on the Board and decisions regarding significant issues are made. Owners have an opportunity to contribute to the Association's work by volunteering to serve on committees that are established during the annual meetings.

The Board meets regularly, and Owners are welcome to attend and observe the meetings. Owners may only participate in them during the Owner open forum at which time they are given an opportunity to discuss issues/concerns with the Board.

### **Noise**

Bannerman Station is located within the City of Wilmington and therefore falls within the city's noise ordinance. If you are disturbed by loud noise, you should first attempt to contact the source of the noise. If the source of the noise is uncooperative and the problem persists, contact Security or the Wilmington Police Department at 911.


### **Notifications Via Email**

Property Management and the Board frequently use email as the primary method for communicating with Residents. Using email provides an immediate notification of any maintenance or emergency issue. It is also used to provide timely reminders of meetings, events, etc. Please note that official information (such as new policies, complaints/warnings, annual Association meeting dates, etc.) will also be delivered via postal mail to the address of record for each Owner.

In order to make this program effective and to ensure that you are contacted when there is important information, it is imperative that Residents (both Owners and Tenants) provide their correct email

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address to Property Management and/or the Board. This information can be initially provided via the information packet that is received upon move-in or at any time by contacting Property Management or the Secretary of the Board ([secretary.bannerman@gmail.com](mailto:secretary.bannerman@gmail.com)).



Please be assured that any email address provided will not be sold or used in any way other than to provide you with communication from your Association or Property Management. Through the use of this service, we look forward to providing you with accurate, timely information regarding Bannerman Station.

### **Occupancy**

No Unit shall be used except for single-family residential purposes, and such use and occupancy shall be limited according to the City of Wilmington Ordinances which defines and limits the number of persons allowed in a dwelling Unit. The Code allows for the following persons to reside in a Unit:

- a. The Owner, if the Condominium Unit is owned by one or more individuals;
- b. The Owner's spouse;
- c. The Owner's or their spouse's family related by blood, adoption or marriage;
- d. Individuals who are shareholders, members, officers, directors, partners, limited partners or trust beneficiaries of an entity (e.g., a corporation, partnership, limited partnership, limited liability company, unincorporated Association, trust or estate) which holds legal title to the Unit being occupied;
- e. A "single Tenant" of an Owner in possession of the Unit under a written lease. The term "single Tenant" is defined as: one or more persons related by blood, adoption or marriage, or not more than two persons who are not related by blood, adoption or marriage.

For more information see City of Wilmington Technical Codes Part III, Chapter 18, Article 15, Section 18-811 "Family".

### **Security**

Bannerman Station employs security personnel to aid in the safety of residents, as well as the enforcement of Policies, Rules, and Regulations. Security is responsible for daily tasks as assigned by the Board, as well as for the receiving of Visitors. Please refrain from asking Security to perform personal tasks, as this is not part of their expected duties. Security keeps a daily log that includes information regarding deliveries, maintenance issues, service calls, as well as any other pertinent daily information. Residents are encouraged to notify Security of any maintenance issues, safety concerns, or community policy violations. The typical Security schedule is a day shift from 8:00 AM - 3:30 PM Monday through Friday and night shifts 7:00 PM - 3:00 AM Monday, Wednesday, Thursday, and Friday. Saturday night shift coverage is 8:00 PM - 3:00 AM, and there is no coverage on Sunday.

### **Security Cameras**

The Common Elements and outer building are outfitted with security cameras which constantly record all activities about the premises. These recordings are maintained and reviewed, and are available as evidence in the event of violations or crimes committed on Bannerman Station property.

### **Online Presence**

The Association maintains a community website, [www.bannermanstationcoa.com](http://www.bannermanstationcoa.com), that is only accessible by Owners. Access to the site is via username and password that is created by the Board for the Owner upon their purchase of a Unit. Owners are encouraged to update their online profile once they are able to access the site, and can change their access password if so desired.

The website contains pertinent information about the Association, Board, Security, Property Management and Bannerman Station in general. Association documents, including Declarations, Bylaws, Policies, Rules, Regulations, financial information, the Leasing Packet, and other useful documentation can be downloaded from the site. The site is also a source for the latest news from the Association, the Board, and Security.

Additionally, as a community service, Bannerman Station has its own online Google Group. This group allows Residents to share information, ideas, events, or really anything that might be of interest to your neighbors. Membership is open to all Residents, and can be obtained by emailing your interest in joining to the Secretary of the Board ([secretary.bannerman@gmail.com](mailto:secretary.bannerman@gmail.com)).

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this information. Owners who plan on leasing a Unit in the future are advised to include this information in their lease.

## ARCHITECTURAL CONTROL POLICY

No exterior change or alteration of any type is permitted, including but not limited to:

- No painting, lighting, or other decorations on exterior walls, doors, or railings.
- No electric or cable wiring, or other objects, machinery or equipment may be attached to or protrude from any walls or roof.
- No storm doors are allowed.
- No building, landscaping, fence, wall, or other structure shall be erected or maintained upon the Property, nor shall any exterior addition to or change or alteration to either the Unit or the Common Elements be made.
- No pole or other device for the display of flags shall be erected or displayed on or about the exterior of any Unit, or in the Common Elements.
- Ivy and other plant vegetation are not allowed on the exterior building surfaces of the Units. Any plant growth found on the exterior building surfaces will be removed by the Association at the expense of the Owner.
- No Owner may place signage upon any Common Element or Limited Common Element without prior written approval of the Association. Commercial Units may have appropriate signage as approved by the Association, consent will not be unreasonably held.

Owners shall install coverings for windows and the balcony doors that appear white or off-white when viewed from the outside.

No satellite dish in excess of one meter in diameter may be placed on the exterior of any Unit or in the Common Elements. The location of any exterior television antenna or satellite dish less than one meter in diameter shall be subject to the reasonable prior approval of the Board taking into account the appropriate standard set forth in the regulations of the Federal Communications Commission ("FCC"). To the extent permitted by such standards and regulations, the Board may require that such antenna or satellite dish be screened from public view. Prior to installing the antenna or satellite dish, the Owner shall furnish to the Board a copy of such Owner's installation plans. The Association shall have the right to perform any portion of the installation work at the expense of the Owner, or to require that any portion of the work be performed by contractors designated by the Board. In particular, to the extent permitted by the Board, which permission may be withheld at the sole discretion of the Board, any roof penetration that is required to install any antenna or satellite dish shall be performed only by the roofing contractor designated by the Board. The Owner shall also be responsible for any damage caused by the removal of the antenna or satellite dish, including the sealing of conduits or other roof penetrations. The Association shall have the right to require that any part of the removal work, including the sealing of roof penetrations, be performed by the roofing contractor designated by the Board, at the Owner's expense. Any Owner installing an antenna or satellite dish shall indemnify, defend and hold the Association harmless from and against any loss, damage, claim or other liability resulting from the installation, maintenance, repair, use and/or removal of the antenna or satellite dish, including any damage to the roof of the Building or other Property damage caused by roof leaks.

All satellite dishes and antennas installed on any balcony or terrace, or any other Limited Common Element, shall be subject to the following restrictions: (i) no such structure or any wiring associated therewith may protrude beyond the railing of such balcony or terrace, and (ii) except as provided in writing by the Board, no wiring may be installed through the exterior wall



of a Unit or through any other Common Element and no Common Element may be modified or damaged as a result of such installation.

No improvements or alterations may be made to a Unit (externally or internally) that impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium or to any Limited Common Element.

Residents wishing to request an architectural change must submit the request in writing to the Board for approval. The request must contain the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed change. The Board will review the request and make a decision regarding approval. A written reply will be made after the application is reviewed.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.


## MAINTENANCE RESPONSIBILITY CHART

The following is a general listing of those items that are the responsibility of the Owner and the Association. Should you have a specific question regarding this listing, please contact the Board or Property Management for clarification.

	Association	Owner
Annual termite inspection	X	
Appliances		X
Backup Generator	X	
Cleanliness of balconies		X
Common area plantings/shrubs	X	
Contents insurance		X
Dedicated storage rooms		X
Elevators	X	
Exterior building lights	X	
Exterior building surfaces and balconies	X	
External electrical lines	X	
External phone/cable lines	X	
HVAC replacement/repairs/maintenance service agreements for Common area	X	
HVAC replacement/repairs/maintenance service agreements for Owner units		X
Insurance – Building exterior, Property, liability, fidelity	X	
Insurance – Personal, contents, interior liability, deductible, wind and hail		X
Interior Doors inside individual Units		X
Interior Common Entry, Stairwells, and Corridors	X	
Interior Common Element Hallway Lights	X	
Interior Walls		X
Keys and Garage Door Opener (except initial set)		X
Mailboxes (except locks & Keys – initial set)	X	
Replacement Window Blinds		X
Parking Garage Areas	X	
Roof repairs and replacements	X	
Security System	X	
Sidewalks	X	
Trash and recycling	X	
Windows (exterior glass and screens)	X	
Windows (interior glass)		X

All unit interiors (appliances, hot water heaters, lights, doors, knobs, plumbing, mechanical, electrical, cabinetry, flooring, communications, etc.) are the responsibility of each Owner.

## VISITOR POLICY



Any Resident's Visitor is the responsibility of the Owner of the Unit hosting the Visitor. This includes contractors or vendors visiting to perform work on a Unit. Visitors are subject to the same Policies, Rules, and Regulations that govern all Residents. Any damage to the Common Elements, Limited Common Elements or other Units caused by negligence or intentional misconduct from a Visitor will be the responsibility of the Owner of the Unit hosting the Visitor. The Association will repair the damages and charge the costs of the repair to the Owner responsible for the damage.

There is no dedicated Visitor parking within the Bannerman Station parking garage. Visitors may park according to the "Parking Policy".

Any contractor or vendor performing work on a Unit or its property is required to check in with Security upon arrival and before commencing work. The contractor must also check out with Security upon completion of the work. All work must be performed during the normal day shift Security hours (see "General Information" for Security hours). Exceptions to this may be made in cases of emergencies.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.



## PARKING POLICY

Each Unit in Bannerman Station has been assigned one deeded parking space for use by its Resident(s). These parking spaces measure approximately 8.5 feet wide by 18.5 feet long and are located in the parking garage.

All Residents must complete a Vehicle Registration Form.

No Resident may park an oversized vehicle in the Bannerman Station parking garage. An oversized vehicle is a truck or car that is longer than 18.5 feet (including bumpers and trailer hitches) or is wider than 8.5 feet.

Only the Owner, Tenant, or Visitor of a Unit is allowed to park in that Unit's respective parking space. Anyone parking in any other space, unless given prior authorization to do so by the Owner of that space, is subject to be towed. Any Owner wishing to allow another Resident or Visitor to use their space must notify Security of the arrangement in advance. Please note that there are no dedicated Visitor parking spaces available in the Bannerman Station garage, however there are numerous parking options surrounding Bannerman Station that are provided by the City of Wilmington.

No commercial vehicles, recreational vehicles, motor homes, campers, boats or boat trailers may be parked in the parking garage. No unlicensed vehicles, uninsured vehicles or vehicles with an expired state inspection sticker shall be allowed to park in the parking garage. A motorcycle, moped, or motorized bicycle may be kept, provided that it is properly parked in an assigned space in the parking garage.


Each parking space may contain one vehicle and one additional motorcycle, moped, or motorized bicycle, but only if completely contained within the confines of the parking space (8.5 feet wide by 18.5 feet long) and not deemed to be a nuisance to surrounding spaces.

No storage of materials of any kind is allowed within the confines of a parking space.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## PARKING GARAGE POLICY

The parking garage area is for ingress, egress and parking vehicles (see "Parking Policy"). Parking spaces, bike racks, moving carts, and trash and recycling cans are located in the garage.



The ceiling tiles in the garage area are of a special make and require special handling. No service, cable, or other maintenance personnel are to access the garage ceiling except in the presence of Security in order to ensure the tiles are replaced properly if disturbed. Any damage incurred by service, cable, or other maintenance personnel is the responsibility of the Owner contracting the service.

The speed limit inside the parking garage is 5 miles per hour. Residents are encouraged to exercise caution when driving through the parking garage and surrounding area in order to ensure the safety of Residents.

Entrance and exit to/from the parking garage can be made via Walnut Street. An additional exit is provided onto 2<sup>nd</sup> Street; however this is not to be used as an entrance but is an exit only (per city requirements).

No maintenance or repair work to any type of motor vehicle is permitted in the parking garage except emergency repairs necessary to move a vehicle off-site.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

**PET POLICY**

No animals, livestock or poultry of any kind shall be kept or maintained on Bannerman Station property, with the exception that common household pets or licensed assistance animals may be kept or maintained in each unit, provided:



- They are not kept or maintained for commercial purposes;
- They are not individually known to be, nor of a breed that is commonly known to be, potentially savage or dangerous. For the purposes of this Policy, pit bulls and any other breed so designated by the Board shall be deemed potentially savage or dangerous.

Pet owners who use the Common Elements (including the dog run) with their pet(s) must complete a Pet Registration Form for each pet (obtainable through the Association website, from the Secretary of the Board, or Security).

No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Condominium property. Animals shall be permitted on the Common Elements only if on a leash and otherwise in compliance with all laws and ordinances of the City of Wilmington and New Hanover County.

All pets shall be controlled so as not to create a nuisance or unreasonable disturbance (including loud and excessive barking). Pets shall not be permitted to defecate or urinate in the Common Elements (including landscaping) with the exception of the designated dog walk area. Each pet owner shall clean up immediately after their pet if an accident occurs, and if using the dog walk area.

All pets shall be registered and inoculated as required by law.

Each Owner shall hold the Association harmless from any claim resulting from any action of their pet, and shall repair at their expense any damage to the Common Elements caused by their pet.

Tenants are not allowed to have pets of any kind without prior written approval of the Board, with the exception of certified service animals.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## SMOKING POLICY

Smoking is prohibited in all Common Elements at Bannerman Station. These areas include, but are not limited to, the parking garage, stairwells, hallways/breezeways, dog run, lobby, and elevator.

Smoking is allowed on balconies as long as it does not constitute an annoyance or nuisance to other Residents. However, any Tenant living in a Unit where the Owner has prohibited smoking is also not allowed to smoke on the balcony of that Unit.

Anyone smoking on the balcony of a Unit is asked not to dispose of cigarette butts by throwing them into the Common Elements. It is also advised not to throw cigarette butts onto the city sidewalks below balconies, as this constitutes littering and is against city ordinances.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## STORAGE ROOM POLICY

Each Unit is allotted a separate storage room in the center area of each floor. Owners are responsible for their storage room. Residents will not store items that would adversely affect Units, any part of the Condominium Property, or health of any person, including but not limited to:



- Anything that is noxious, offensive, or which may become an annoyance or nuisance to the other Residents
- Anything illegal
- Anything flammable, explosive, or hazardous
- Liquids, foods, or anything living
- Anything which could be damaged when exterminators treat the Common Elements
- Garbage in any form
- Owners will not rent or allow any person to occupy the storage locker for sleeping or living purposes

The Association will not be liable for any theft, loss or damage to persons or Property arising out of any use of the storage room. Each Owner shall indemnify and hold the Association and their agents and representatives harmless from any and all claims, damages, costs and expenses, including reasonable attorney fees, arising from the use of the storage room.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## TRASH AND RECYCLING POLICY

Household garbage is to be placed in the appropriate containers in the parking garage. Items that may leak or have strong odors must be bagged so as not to create a nuisance. Do not leave items beside the garbage containers. Any items left beside the containers that are not accepted by the city will be returned to the owner of the items.

It is asked that all Residents make every effort to recycle. Bins are provided in the parking garage for recyclables, and a bin is also located by the mailboxes for recycling junk mail. Items that can be recycled include:

- Aluminum cans and foil
- Glass bottles and jars
- Tin and steel cans
- Newspaper, including all inserts
- Mixed plastic containers identified with #1 - #7 on the container's bottom
- Rigid plastic (excluding laundry baskets and plastic tubs)
- Mixed paper, including magazines and junk mail
- Catalogs (under 2 inches thick)
- Cardboard boxes (flatten first)
- Cereal and food boxes
- Drink containers, juice boxes, carton drinks
- File folders and computer paper
- Metal pots and pans without plastic handles

Certain items are prohibited from being placed in our garbage/recycling containers, per city requirements, and these items will need to be disposed of (by the owner of the items) through the New Hanover County landfill. They include:

- Liquids
- Sharp items (unless inside a suitable separate container)
- Construction materials
- Paint
- Hazardous materials (including chemicals and pesticides)
- Medical waste
- Flammables
- Electronics
- Items too large to fit inside the garbage container with the lid completely closed

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## VIOLATIONS AND ENFORCEMENT

Pursuant to NC General Statutes, and the Declarations and Bylaws of the Association, the Association acting through the Board has the authority to enforce the Declarations, Bylaws, Policies, Rules, and Regulations of the Association.

Any failure by a Resident or their Visitor to comply with the Declarations, Bylaws, Policies, Rules, and Regulations of the Association may be enforced by the Board against such Owner. Enforcement may include any of the following:

- Verbal notification from Security
- A warning letter from Property Management or the Board
- A hearing before the Board or an adjudicatory panel appointed by the Board to determine if the Owner should be fined or if condominium privileges or services should be suspended, pursuant to NCGS 47C-3-107.1

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this information. Owners who plan on leasing a Unit in the future are advised to include this information in their lease.

## UNIT ACCESS POLICY

The Association has the right to enter any Unit unannounced in the event of any health/safety issue, immediate issue that causes damage to Bannerman Station Property, or other emergency within a Unit. Non-emergency entry will only be allowed with the approval of the Resident.

Owners are encouraged to make one key available, at Owner's expense, to Security for the Unit's entry door. Keys are kept in a secure location and will not be used to access any unit without the Resident's permission, except in case of emergency as previously noted. Only bonded and insured vendors authorized by the Board or Property Management to perform maintenance in the Units (for example HVAC) may be given access to keys (with Resident's permission).

If no key is provided to Security for a Unit, in the event of an emergency and the Owner is unreachable a locksmith or emergency personnel will be contacted to allow access via forced entry. Owner will be responsible for any resulting charges or damages due to forced entry.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.





## MOVE-IN/MOVE-OUT POLICY

Since moving in and out has the potential to be disruptive of other Residents and poses the risk of damage to the Property, the following procedure has been instituted:

- Prior to a move, please notify Security or the Board three days in advance, advising them of the moving dates and times, the names of the Owner or Tenant moving, and the name of the moving company. This advance notice is needed to allow Security to prepare the Property for the move, including the elevator. Failure to give proper advance notice may result in delays in moving.
- All moves are requested to take place during the day shift of Security, Monday through Friday, unless other arrangements are made with security to be present during off days/hours.
- All moving trucks shall park in the loading zone in front of the building. No loading or unloading of moving trucks will take place in the parking areas. Loading or unloading of items from personal vehicles may take place from a Unit's assigned parking space.
- If damage has been done during the move, Security will have the representative acknowledge the damage in writing and if necessary call the moving company to lodge a claim. Any damage done will be the responsibility of the Owner regardless of the existence of moving insurance.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## LEASING POLICY

Any Owner leasing or planning to lease their Unit is required to notify the Board. To facilitate this process, Owners are required to perform the following:



- Give the Tenant the Leasing Packet (obtainable through the Association website, from the Secretary of the Board, or Security).
- Completely fill out a Lease Information Form (obtainable through the Association website, the Secretary of the Board, or Security) and provide it to the Secretary of the Board either in paper or electronic format.
- For existing leases, these steps need to be performed as soon as possible. For new leases, these steps need to be performed prior to the start of lease.

Tenants shall not be allowed to sublet their Unit.


No Owner or Tenant shall permit the use of a Unit for a transient hotel, or to be listed or used in conjunction with VRBO, HomeAway, AirBnB, or any similar service.

Owners are responsible for the actions of their Tenants. Any warnings issued for the behavior of a Tenant will also be issued to the Owner, and any fines resulting from the actions of a Tenant will be the responsibility of the Owner. Any damage to the Common Elements, Limited Common Elements or other Units caused by negligence or intentional misconduct from the Tenant will be the responsibility of the Owner. The Association will repair the damages and charge the costs of the repair to the Owner.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## BALCONY RESTRICTIONS

Balconies are subject to the following restrictions:

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- They may not be enclosed by screening, glass or otherwise.
  - They shall not be used for the overnight storage of garbage.
  - Clotheslines or drying racks may not be placed on balconies
  - Clothes, towels, or other items shall not be hung on railings
  - Flower pots may be placed on the balconies but dead plants must be removed immediately. The Owner is responsible for maintaining these potted flowers/plants in a neat manner. Flower baskets/boxes are not permitted to be hung from the railings.
  - No flags or banners shall be displayed on the railings, with the exception of the official US flag and the official NC flag.
  - One "For Sale" sign, not exceeding 9 square feet in size, may be attached to the railing of a balcony in such a way as to not cause damage to the railing. Any damage will be repaired at the expense of the owner.
  - No indoor-outdoor carpeting shall be installed on any balcony.
  - Personal property shall not be permanently stored on any balcony, with the exception of furniture specifically designed for outdoor use and that is in compliance with these restrictions, and bicycles (which may not be leaned against railings).
  - Balconies must be kept free and clear of rubbish, debris and other unsightly material.
  - Gas grills and cooking devices are permitted on balconies. They must be covered when not in use. However cooking devices using wood, paper, or any other material that might create embers that pose a fire hazard are not permitted.
  - No hot tubs, pools, tanning beds, or exercise equipment is allowed on balconies.
  - For balconies with drains, no coverings shall be placed on the drains and they should be kept free of debris.
  - The discharge of firearms, fireworks, and other noisemaking or explosive devices is not permitted on balconies or anywhere on Bannerman Station property.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of these restrictions. Owners who plan on leasing a Unit in the future are advised to include these restrictions in the terms of their lease.

## CLEANING AND MAINTENANCE POLICY

Owners are responsible for routine cleaning of their balconies, the interior and exterior of balcony doors, and the interior of windows. Owners are responsible for all interior repairs and maintenance of their units, including HVAC units, with the exception that interior repairs necessitated by intrusion of Elements from the outside, except wind-blown rain, are the responsibility of the Association.

The condition of the Common Elements is the responsibility of the Association. The Association is also responsible for cleaning the exterior of windows, window screens, and periodic cleaning of the exterior lights over balconies.

Details about maintenance responsibility can be found in the "Maintenance Responsibility Chart".

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## COLLECTIONS POLICY

Association assessments are due on the first day of each month. Assessments that are not received by the thirtieth day of each month are considered delinquent. Delinquent assessments may be subject to a late fee of the greater of \$20 or 10% of any assessment per month. Costs of collection, including but not limited to, legal fees and court costs are the responsibility of the delinquent Owner.



No payment plan or installment agreement for delinquent assessments shall be entered into except under extraordinary circumstances and by Board approval. Unless otherwise approved by the Board, any payment plan or installment agreement to be considered shall require at least one half of the outstanding balance be paid at the time of agreement and then the remainder of the balance satisfied within 90 days.

Assessments that are delinquent at least 90 days or in default of a payment plan or installment agreement for more than 60 days will automatically be subject to legal proceedings. Property Management will, at that time, engage an attorney for the purpose of collecting amounts owed to the Association by the Owner. It is understood that once forwarded to the attorney's office, the attorney is authorized and instructed to take action which may include, but is not limited to, filing a claim of lien, foreclosing and securing the property and evicting those residing in the home in order to collect amounts owed.

## COMMON ELEMENTS POLICY

Each Owner should protect their interest in the Common Elements. Do not litter or restrict the enjoyment of the Common Elements.

Only Security and authorized personnel accompanied by Security have roof access. The roof is locked at all times. HVAC vendors and any others needing roof access will be logged into the Visitor Log by Security and Security will provide access to the roof and be present at all times to ensure that no damage is done to the roof. Any damage done to the roof will be the responsibility of the Owner to repair by using a vendor authorized by the Association.

Personal property should not be left in the Common Elements or parking garage. The carts provided for use of residents should be kept in the designated area in the parking lot when not in use. Do not leave carts in Units, hallways, or the elevator, but return promptly to designated area.

The foyer and lobby are the first impression that Visitors have of Bannerman Station. Please keep this area free of debris, trash, and other obstacles. Trash and recycling receptacles are available in the lobby for use by Residents and Visitors.

Newspapers are delivered to and kept in the lobby. These newspapers are only for those Residents with a valid subscription. Old newspapers are purged weekly by Security and placed in the recycling bins, and Residents wishing to have their subscriptions held while away should notify Security in advance.

Do not dispose of potted plants or any other materials in the green areas or flower beds as this will damage the plants. Properly dispose of your plants in the trash.

Do not litter or throw trash or cigarette butts on the on the ground anywhere on Bannerman Station property, including the green areas. Use appropriate waste containers.

The discharge of firearms, fireworks, and other noisemaking or explosive devices is not permitted anywhere on Bannerman Station property.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## ENTRY CODE POLICY

The main entry door, doors entering the lobby from the garage, and two rear pedestrian gates are locked at all times and require a secure code to gain access. Exit via the front door and lobby doors to garage require only pushing the handle. Exit via the rear pedestrian gates requires the red exit push button to be depressed which releases the gate. Each time a code is entered the Resident name, code, and entry time/date are logged into the security system.

During the new Owner/Tenant orientation, the new Owner/Tenant must create a unique 4-digit security code. In the case of Tenants, they will create a code separate from the Owner's code, and Tenants should not use the Owner's code. Do not give this code out to anyone (including guests, vendors, or cleaning personnel), as entry for these Visitors is handled by other means (see "General Information").

All codes will be purged annually (upon notice) and each Owner/Tenant will need to make arrangements with Security to create a new 4-digit code. Residents will not be allowed to use the same code in consecutive years, as the purpose of purging is to maintain continued security of the building.

Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.

## ELEVATOR USE POLICY

Residents of Bannerman Station must notify Security in advance if they wish to use the elevator in order to:



- Move in or out of a unit (which requires at least a three day notice; see corresponding "Move-In/Move-Out Policy")
- Move large appliances, furniture, equipment and other bulky items
- Move materials and equipment needed by contractors in connection with repair or renovation work

This policy does not apply to small boxes, appliances, or other items that can be carried by a single person or safely transported on the luggage cart maintained in the lobby or the wheeled carts provided in the garage. If notice is required and properly given, residents will be permitted to use the elevator for moves or deliveries during the day shift hours of Security (see "General Information" and "Move-In/Move-Out Policy" for more information).

This policy has been adopted to ensure that Security can install protective wall pads in the elevator prior to a move/delivery, two or more major moves are not scheduled for the same day, and moves do not occur on days or at times during the day that will be disruptive to the other Residents.

Residents who are required to give notice of their need to use the elevator, and who do not do so, will not be permitted to proceed with their move or delivery. The Board, therefore, strongly encourages Residents to contact Security and reserve the elevator as soon as they know their move date, the date of an expected delivery, or dates that the elevator will be needed by contractors.

Please note that the costs to repair any damage that occurs to the elevator as a result of moving will be billed to the Owner responsible. If a Tenant causes the damage, the Owner leasing to said Tenant will be billed for the charges.

This policy applies to the use of the elevator by all Residents, professional moving companies, delivery services, and contractors. Owners who currently have a Tenant in a Unit are responsible for ensuring that they are made aware of this policy. Owners who plan on leasing a Unit in the future are advised to include this policy in the terms of their lease.