

1 **Ridgeview Association**

2 November 16, 2009

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4 Members of the community have asked that these issues be reviewed with the
5 community. For your convenience, applicable provisions from the Declaration of
6 Condominium are detailed. Many members are unaware of the existence of some of
7 the provisions established for the mutual interest of the community.

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9 Sincerely,
10 The Ridgeview Homeowner's Association

11 **Article of Declaration of Condominium**

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15 **1. Failure to enforce does not constitute waiver of future right to enforce.....Page**
16 **19 Article XXX.**

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18 "D. The failure of the Association or any Unit Owner to enforce any right, provision,
19 covenant or condition which may be

20 Granted by this Declaration of Condominium or the other above-mentioned
21 documents shall not constitute a waiver of the right of the Association or of the Unit
22 Owner to enforce such right, provision, covenant or condition in the future."

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24 **2. Real Estate Signs.....Page 7 Article XV.**

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26 "No signs or other advertising displays shall be exhibited so as to be visible from
27 the exterior of a particular Unit without written permission of the Board.

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29 **3. Fences.....Page 5 & 6 Article X.**

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31 "It is in the interest of all owners that the ownership of the Common Property be
32 retained in common by the Owners, it is hereby declared that the proportional undivided
33 interest in the Common Property appurtenant to each

34 Condominium Unit shall remain undivided and, no Unit Owner shall bring or have
35 any right to bring any action for partition or division."

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37 **4. Re: Satellite Dishes.....Page 8 Article XVIII.**

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39 "D. No Unit Owner shall cause any improvements or alterations to be made to
40 the exterior of the Condominium (including painting or other decoration, the installation

41 of electrical wiring, television or radio antennae, or any other objects or devices which
42 may protrude through the walls or roof of the Condominium) or in any manner alter the
43 appearance of the exterior portion of any building without the prior written permission of
44 the Board of Directors or a duly appointed Architectural Control Committee; provided
45 however, that any exterior antennae in place on the date of the recording of this
46 Declaration shall be permitted to remain in place until such time as the Association may,
47 in writing direct that they be removed."
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49 **5. Parking Policy**

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51 No un-licensed vehicles or trailers of any type (licensed or un-licensed) can be
52 stored or kept on Ridgeview Association property.

53 See attached "Parking Policy" dated August 31, 2006.
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56 **6. Restriction Against Nuisances.....Page 7 Article XV.**

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58 No immoral, improper, unsanitary, offensive or unlawful use shall be made of any
59 Condominium Unit or of the Common Property not any part thereof, and all laws, zoning
60 ordinances and regulations of all governmental authorities having jurisdiction of the

61 Condominium shall be observed. No owner of any Condominium Unit shall
62 permit or suffer anything to be done or kept in [their] Condominium Unit, or on the
63 Common Property, which will increase the rate of insurance on the Condominium, or
64 which will obstruct or interfere with the rights of other occupants of the Condominium
65 or annoy them by unreasonable noises, nor shall any Owner undertake any use or
66 practice which shall create and constitute a nuisance to any other Owner of a
67 Condominium Unit, or which interferes with the peaceful possession and proper use of
68 any other Condominium Unit or the Common Property.

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70 With the exception of small household pets, no animal shall be kept in or about a
71 Condominium Unit or on the Common Property. Those animals which otherwise qualify
72 to be kept shall not be bred for commercial purposes. No more than one (1) pet shall
73 be allowed in any one unit without written permission of the Board of Directors of
74 Ridgeview Association, Inc. No animal shall be allowed to run at large. All pet owners
75 shall indemnify and hold the Association harmless from and for any liability which it may
76 sustain as the result of the presence of such animal.

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78 Cabarrus County Animal Control Ordinance - Adopted by City of Concord

79

80 Sec. 10-7 **Public Nuisance**

81 (a) The actions of an animal constitute a nuisance when an animal disturbs the
82 rights of, threatens the safety of or damages a member of the general public, interferes
83 with the ordinary use and enjoyment of another's property, or frightens or harm
84 livestock.

85 (b) It shall be unlawful for any person to own, keep, posses or maintain an
86 animal in such a manner as to constitute a public nuisance. By way of example and
87 not of limitation, the following acts or actions by an owner or possessor of an animal are
88 hereby declared to be a public nuisance and are therefore unlawful:

89 (1) Having an animal that disturbs the rights of, threatens the safety of or
90 damages a member of the general public, or interferes with the ordinary use and
91 enjoyment of one's property.

92 (2) Allowing or permitting an animal to damage the property of anyone other than
93 its owner, including but not limited to, turning over garbage containers; damaging
94 gardens, flowers, or vegetables; defecating upon the property of another; or frightening
95 or harming livestock.

96 (3) Maintaining animals in an unsanitary environment which results in offensive
97 odors or is dangerous to the animal or to public health, safety or welfare, or a failure to
98 maintain a condition of good order and cleanliness which reduces the probability of
99 transmission of disease.

100 (4) Maintaining the owner's property in a manner that is offensive, annoying or
101 dangerous to the public health, safety or welfare of the community because of the
102 number, type, variety, density or location of the animals on the property.

103 (5) Allowing or permitting an animal to **bark, whine, howl, crow, or cackle** in an
104 excessive or untimely fashion so as to interfere with the reasonable use and enjoyment
105 of neighboring premises.

106 (6) Maintaining an animal that is diseased and dangerous to the public health.

107 (7) Maintaining an animal that habitually or repeatedly chases, snaps at, or
108 attacks pedestrians, joggers, animals walked on a lease by owners, bicycles or other
109 vehicles.

110 (8) Failing to confine a **female dog or cat** while in heat in a building or secure
111 enclosure in such a manner that she will not be in contact with another dog or cat or
112 attract other animals, provided this section shall not be construed to prohibit the
113 intentional breeding of animals within an enclosed area on the premises of the owner of
114 the animal which is being bred.

115 In addition to any other enforcement remedies available under this chapter, if the
116 director/supervisor declares an animal to be a nuisance under this section, then the
117 director/supervisor has the authority or order the owner to confine the animal in
118 accordance with the instructions of the director/supervisor. It shall be unlawful for the
119 owner to fail to comply with such an order or with the instructions in the order.

120 (Ord. of 8-17-92, art. I, 10; Ord. of 3-19-96, art. I, 10)