

RULES & REGULATIONS OF CROWFIELDS CONDOMINIUM ASSOCIATION

A. GENERAL

In order that Occupants of Crowfields may have a congenial community, permanent in nature, all Owners of Units, their families, tenants and guests must abide by the following Rules and Regulations as accepted by all Owners and tenants under Article 4 Section 4.2 of the Crowfields Condominium Association Amended and Restated Bylaws adopted November 2018.

1. The Clubhouse Swimming Pool/Patio areas, lakes, and common areas are reserved for the use of Crowfields Occupants and their guests. For this purpose, Owners are not considered to be Occupants when their Units are rented.

2. Each Occupant is provided a key to the clubhouse, and swimming pool/patio areas for his/her use. This key may not be given to guests under 18 years of age.

3. The Occupant is responsible for his/her guests at all times. Houseguests over the age of eighteen (18) years are allowed access to the clubhouse, pool/patio and lake fishing facilities, unaccompanied by their host. However, said guests may not escort other guests or guests under eighteen (18) years of age without the host being present.

4. Loud or boisterous activities, especially in the evening, will not be permitted. Consideration should be shown Occupants in Clusters adjacent to the clubhouse and pool/patio areas.

5. Use of the lakes is restricted to Occupants and their invited guests. North Carolina Inland Fishing Regulations govern the use of the lakes. No swimming or boating is permitted in the lakes at any time.

6. Pets of Occupants and guests must be leashed at all times while on the premises and are not allowed in the clubhouse or swimming pool/patio areas.

7. Occupants and their guests or individuals from any outside organizations or companies may not solicit or distribute literature in Crowfields for commercial, political or fund raising purposes.

8. The discharge of firearms of any type is not allowed at any time and for any purpose within the common grounds of Crowfields.

9. Copies of the Crowfields Condominium Association Rules and Regulations, and the Crowfields Association Owner's Guide are given to each Owner to help answer questions concerning the use of the facilities and grounds.

B. CLUBHOUSE

1. The Clubhouse will be available for use from 9:00 a.m. until 11:00 p.m.
2. The Management Office, located in the Clubhouse, will be open from 9:00a.m. to 1:00 p.m., or as posted.
3. The Clubhouse will be locked at all times except when a scheduled activity is in progress.
4. Occupants and guests are expected to demonstrate mature and courteous conduct while in and around the Clubhouse.
5. Proper attire is required in the Clubhouse. No bathing suits or bare feet will be permitted. Gentlemen must wear a shirt at all times.
6. Smoking, including the use of e-cigarettes, will not be permitted in the Clubhouse building.
7. Occupants may use the clubhouse for private and personal functions without charge. In the case of wedding receptions, the bride or groom must be a family member of a Crowfields Occupant. For outside groups including, but not restricted to, civic clubs, outside organizations, church groups, office groups, educational groups, a \$150.00 fee will be charged for the use of the clubhouse even when the Occupant sponsoring the function is a member of said organization. (The above are given merely as examples and there may be additions or deletions made as deemed necessary, however, no political groups can use the clubhouse at any time). Meetings for the dissemination of community and government information will be permitted. Direct fund raising or sales functions are not permitted. Exceptions may be made for Crowfields Activities Committee-initiated charity fund-raisers on a case-by-case basis by the Board of Directors after receiving a formal written request. All outside group functions must be sponsored by an Occupant who MUST be in attendance at all times. Attendance at functions held by any group must be by invitation only and shall be limited to the number permitted under applicable fire and safety codes. ANY DAMAGE AND/OR REPAIRS AND CLEANING WILL BE THE OWNER'S/OCCUPANT'S RESPONSIBILITY. The clubhouse rules, given to Occupants when reservations are made, apply at all times. There will be no charge for activities sponsored by the Association; however, reservations cannot be confirmed until the indemnification form, available from the Management Office, has been signed.
8. Reservations by Occupants for private functions must be made at the Management Office and are subject to availability of the facilities. The Occupant(s) must return in advance the "Agreement for Clubhouse Reservation" form duly signed and agreeing to the rules and conditions as detailed therein. Arrangements cannot be finalized until the Management Office receives this form. The Occupant sponsoring the function will be responsible for any damage to the clubhouse and for any necessary repair or clean up.
9. All reservations are at the discretion of the Board of Directors.

C. SWIMMING POOL/PATIO

1. Use of the swimming pool is at the risk of each Occupant and his/her guests. The Crowfields Condominium Association assumes no responsibility for injury to any person. No lifeguard will be on duty at any time. The life buoys and shepherd's crook are to be used only in the event of an emergency.
2. The swimming pool will be open from 9:00 a.m. to 10:00 p.m. during the swimming season.
3. Occupants and guests using the pool should enter through the pool gate using the clubhouse key. The pool gate may not be propped open and MUST remain closed and locked at all times.
4. Occupants and guests are expected to demonstrate mature and courteous conduct while in and around the swimming pool area. Loud and boisterous activities, running or horseplay will not be allowed at any time.
5. Inflatable floats will not be allowed in the swimming pool. Cribs, portable fences or other "baby furniture" will not be allowed in the swimming pool/patio area.
6. Beach jackets or robes and sandals must be worn to and from the pool area. Pool users wishing to use the restrooms may enter the clubhouse in their bathing suits by the door on the right at the top of the steps.
7. For health and sanitary reasons, no one requiring diapers may use the pool.
8. No pool parties are allowed. Guests may not bring guests. No group may reserve the pool or interfere with pool access by residents at any time.
9. A responsible adult must accompany and supervise the conduct of children under the age of 18 at all times when such children are in the pool area.
10. No key to the pool gate shall be taken off the premises by anyone except the unit Owner or Occupant for security reasons.
11. No smoking, including e-cigarettes, will be permitted in the pool and patio area.

D. CLUSTERS AND UNITS

1. Assessments. Members shall promptly pay all authorized assessments levied in monthly or special assessments. Unpaid assessments, upon default, shall bear interest at the legal rate of North Carolina, may be collected by legal action of the Association and shall be a lien upon the individual residential Condominium Unit of the delinquent Member. The lien shall be in force thirty (30) working days after the notice of default (Bylaws Article 25 Section 25.9).

2. Access to Units. In the case of any emergency threatening his/her Condominium Unit or any other Unit, the Member shall grant the right of entry to the Condominium Community or Association management agent or any other person authorized by the Board of Directors, whether the Member is or is not present. All Members must provide the Management Office with a key for this purpose. If a key is not made available and forced entry has to be made, the Owner/Occupant will be responsible for the cost of any necessary repairs. No Owner shall alter any lock or install a new lock on any premises without notifying the Board of Directors or its representative. The Owner must provide the Association with a new key.

3. Unit Maintenance and Alterations.

a. Owners shall maintain Units in a clean and sanitary condition and repair all interior surfaces and fixtures of their Condominium Unit. All plumbing, electrical, and general repairs within a Unit shall be the responsibility of the Owner and shall be paid for by the Owner, e.g., replacing toilet tanks and bowls, cleaning sink traps, cleaning tub drains, replacing and repairing water faucets, redoing toilet bowl seals. Requests for service by the maintenance staff must be submitted to the Management Office. The maintenance staff will assess the job in advance and give the Owner an account of estimated materials and work time.

b. Any work needed on the exterior of a Unit is the responsibility of Board of Directors and shall be handled through the Management Office. No alterations will be performed on the exterior of a Unit unless it has been approved by the Architectural Review Committee and the Board of Directors.

c. An Owner is responsible for the conduct and activity of any contractor engaged to perform work by such Owner. Approval must be obtained before any structural work or architectural changes commence.

d. Working hours for contractors are Monday to Friday, 8:00 am to 5:00 pm and Saturday, 9:00 am to 4:00 pm. No work will be allowed on Sundays or Crowfields specified holidays (as listed on the cover of the Directory of Residents).

e. Parking of dumpsters or equipment trailers must have approval from the Management Office and the applicable Cluster. Contractors and their workers, staff and subcontractors may only use the two spaces reserved for the Owner of the Unit they are renovating. All other vehicles of the Unit Owner, occupant, contractor and its staff or subcontractors must be parked at the clubhouse during the day (but shall not be permitted to remain parked at the clubhouse overnight).

f. Set up of work areas should be contained to the Unit area and every effort must be made to minimize dust and debris.

g. Contractors must clean up common areas daily.

h. Unused or surplus materials from work performed for Owners by outside contractors must be removed from Crowfields property by the contractor. Crowfields maintenance yard dumpsters are not to be used for this purpose.

i. Prior to any renovation work being performed in the Crowfields Condominium Community by any Unit Owner or Occupant, the Unit Owner, Contractor and Occupant (if there is an Occupant other than the Owner), shall be required to submit to the Architectural Review Committee a fully executed Responsibility Agreement prior to the commencement of any work. The Responsibility Agreement must be submitted on a form developed and pre-approved by the Board of Directors. Unless the work approved to be performed in accordance with a completed Responsibility Agreement does not create any noise or disturbances, all work creating noises and disturbances shall be completed within the six-month period after the date upon which work commenced. If all work creating any noises or disturbances shall not be complete within such six month period, a fine of \$100 will be levied against the Unit Owner for each day over this six (6) month period for which the work continues, but in any event, all such work creating noise or disturbances shall cease within seven days after the end of such six month period. Compliance with this rule shall be monitored by the Crowfields Property Manager.

j. Maintenance of additions to the original construction of any buildings will be at the expense of the individual Unit Owner having such addition added to the Condominium, except that repainting of each Cluster shall be conducted by the Association at scheduled times, and within the regular budget of the Association.

4. Grounds Maintenance.

a. The Board of Directors is responsible for all grounds maintenance, including the planting, replacement and watering of trees, shrubs and grass.

b. The scheduling of maintenance work to be performed by the grounds crew is the sole responsibility of the Property Manager and all requests should be sent to him/her through the Management Office. Do not interfere with the work of individual members of the maintenance crew who receive their assigned tasks for the day from their supervisor.

5. Flower Beds.

a. Owners may plant flowerbeds at the rear of their units in an area, which shall not exceed the rear width of their property, and no more than four feet in depth from the edge of the Unit. In all cases, the exact location of beds and suitability of plants to be grown must be approved by the Grounds Committee before planting is commenced. This is to ensure that the maintenance of common lawns and grounds is not impeded.

b. If an Owner no longer wishes a flower bed or when a Unit is sold and a flower bed is not required by the new Owner, then the maintenance staff will return the bed to its original condition.

c. Unit Owners who choose to plant flowerbeds are responsible for maintaining the beds in an aesthetically pleasing manner. Failure to do so may result in corrective measures by the maintenance staff, with labor charges assessed to the Unit Owner.

d. Assistance in the preparation of beds for plants is available by work order request through the Management Office. Unit Owners availing themselves of this service will be charged at the current posted hourly rate.

e. The front foundation plantings may not be altered by Unit Owners. Suggestions for modification of foundation plantings are welcomed by the Grounds Committee and will be considered in the context of cost and compatibility with the area's horticultural design.

f. Owners having questions about grounds maintenance should request the Management Office to arrange for a meeting with the appropriate maintenance personnel.

g. Picking of flowers from the beds in the common areas is prohibited.

h. The grounds maintenance crew has the watering responsibility. Indiscriminate watering can be costly, unnecessary, harmful, and is discouraged.

6. Exterior Regulations

a. Sidewalks and entrances beyond the front wall of the building or utility yard front enclosure, whichever is furthest from the front door, must not be obstructed in any way to interfere with ingress and egress to and from the premises. Sidewalks and entrances between the front door and the utility yard door may contain a total of any five of the following: no more than two chairs or one bench the color of which blends with the surroundings, potted flowers, decorative floor ornaments, ornaments on walls, umbrella stand, or hanging basket. No item placed in a utility yard may extend above the height of the fence.

b. Exterior radio, television or dish-type antennas are permitted only after a thorough review by the Architectural Review Committee and the Board of Directors. Applications must be submitted by the Owner or Occupant on a "Responsibility Agreement" form available at the Management Office.

c. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside (if visible from the outside) of any Unit, except in accordance with any uniform rules as established by the Board of Directors. Any sign, advertisement, notice or lettering so displayed in violation of the regulation shall be subject to removal without notice.

d. No building, fence, wall, residence, structure or projection from a structure (whether of a temporary or permanent nature and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained, improved, or altered, nor shall any grading, excavating, change of exterior color or other modification which in any way alters the exterior appearance of any Unit or improvement be done without prior written approval of the Architectural Review Committee and the Board of Directors regarding the harmony of its exterior design and location to and its effect upon surrounding structures, topography and overall community design of the exterior workmanship. No electric fences or wires may be used as a deterrent to animals.

e. A request for architectural change must be submitted in writing, together with a sketch or drawing and specifications of the materials to be used and a complete bill of materials, for approval by the Architectural Review Committee and the Board of Directors (e.g., skylights, awnings, sunpipes, steplights, etc.) It is the responsibility of the Property Manager to inspect work in process.

The villa add-on roofs will be maintained by the Crowfields maintenance staff, providing the roofs are constructed or modified, at Owner's expense, to be in accordance with specifications on file in the Crowfields Management Office. Policy statement and regulations for requested alterations are available from the Management Office.

f. All refuse must be placed in plastic bags and then in garbage cans. All recycled items are to be placed in the blue containers supplied by the City of Asheville.

g. No clotheslines will be permitted outside the utility yard.

h. No garbage cans shall be placed in any common areas, nor shall any lines, cloths, clothing, curtains, beach towels, rugs or mops be shaken or hung from any of the windows, doors or porch balconies.

i. No Occupant shall store or permit to be stored unsightly objects such as lumber, boxes, cartons, broken furniture, ladders, pails, tools, etc. under porch balconies, except fireplace logs which should be stored in a manner not to touch the building wall in order to control vermin.

j. The American flag may be hung on a staff attached to the utility yard fence. Said flag shall be no larger than 6 feet in the long dimension, attached to a staff no larger than 1 inch in diameter and 7 feet long, mounted on a bracket attached to the exterior of the utility yard fence near the Unit entrance and extending outward at an angle between 30 degrees and 75 degrees from the horizontal.

k. No Owner/Occupant shall permit anything to be done to his/her Unit or keep anything in his/her Unit that will increase the insurance rates of other Units.

L. Grills, burners, and any other similar open flame devices are prohibited on any deck or under any deck or roof or within 10 feet of any combustible surface. Grills in the utility areas must be one of the following: propane cooking devices with capacity no greater than one pound, electric grills, or natural gas appliances installed in accordance with the manufacturer's instructions and requiring a mechanical permit. Only propane gas containers and cooking devices with capacities of no greater than one pound may be stored inside a Unit. In the event noncompliance causes a loss, Crowfields will hold the Owner financially responsible in order to recover costs including the insurance deductible.

7. Radon. Any and all costs for radon remediation shall be the responsibility of the Unit Owner.

8. Mold and Water Damage.

a. Maintenance Protocols and Procedures. Crowfields Condominium Association, in order to better protect the common interests of the owners, employs best management practices and has protocols and procedures in place to specifically address the inspection, upkeep, repair and replacement of all stormwater related infrastructure, the inspection and upkeep of all replacement of all sub-grade spaces; and the Association's responsibility to take action irrespective of any financial responsibility. These protocols and procedures cover storm sewers, storm drains, gutters, downspouts, crawlspaces, basements, etc., and are maintained as a Standard Procedure in the Crowfields Operational Manual.

b. Financial Responsibility.

If visible moisture is found in the crawlspace or basement of a Unit and the source of the moisture is determined to be from within the "owned apartment spaces" (per Crowfields Declaration of Unit Ownership) and is under the control of the resident, then the Unit Owner will be the responsible party and will pay the remediation costs.

If the source of the moisture is from the "multi-family structure" or the "common areas and facilities" (per Crowfields Declaration of Unit Ownership, and Association administrative policies) then the Association will be the responsible party and the remediation costs may be recovered by a special assessment to Community.

If the source of the moisture is from those "common areas and facilities" that were transferred into the custody, care and control of the Association (per Crowfields Bylaw and Association administrative policies) then the Association will be the responsible party and the remediation costs will be recovered by a special assessment to the Community.

If any mold growth should occur in the absence of visible moisture or from a source of moisture outside of the control of the Association then the Unit Owner will be the responsible party and assume all remediation costs.

E. VEHICLES

1. Occupants shall not park and shall not permit their guests and other invitees to park any vehicles other than private passenger vehicles in any part of the common areas and facilities.

2. Approved vehicles: Private passenger vehicles such as two and four door sedans, station wagons, sports utility vehicles, passenger mini-vans and two door sports cars that are vehicles as built and sold by the original manufacturer. All vehicles shall be of acceptable appearance and properly licensed and maintained. Vehicles prohibited include, but are not limited to trucks, motorcycles including other motorized two wheel vehicles, recreational vehicles. The Board of Directors reserves the right to have any vehicle in violation of Crowfields Rules & Regulations towed at the owner's expense. No modification of the exhaust system of any vehicle from the E.P.A. standards under which the original manufacturer was permitted to manufacture and market the vehicle, will be permitted to operate within the Crowfields Condominium Community property.

3. It is recognized by the Board of Directors that there will be occasions arising when a non-permitted vehicle will have to be parked on the common grounds for a reasonably short period of time. It is the responsibility of the Occupant involved to ensure that the vehicle does not remain beyond a reasonable length of time and arranges to have it removed. Occupants expecting guests who will have non-permitted vehicles and plan to remain an extended period of time, full day or overnight, should contact the Management Office for recommendations on where to park a non-permitted vehicle. In consideration for those Occupants who may require outside care for illness, a permit for parking non-permitted vehicles in designated parking areas may be requested from the Management Office.

4. If an owner or occupant owns three vehicles, an arrangement must be made and confirmed by the owner or occupant for the permanent parking of the third vehicle, prior to such third vehicle being brought onto the Crowfields Condominium Community property.

5. Occupants may not use visitor parking spaces for permanent parking either outside clusters or at the clubhouse. Two spaces in the clubhouse parking lot have been designated for short-term parking of no more than four weeks. If short-term parking for a third car is required, requests to use these spaces should be made through the Property Manager. When an application is submitted occupants will be required to sign a form agreeing to remove the vehicle no later than the date specified or be responsible for any fees incurred in having it towed. Vehicles may not be parked until this approval has been received.

6. Vehicle maintenance may not be performed outside the Units or in common areas, with the exception that an Occupant or member of his/her immediate family may wash or polish their permitted vehicle in the immediate vicinity of their Unit.

7. All speed limit and stop signs in Crowfields shall be observed for the protection of all Occupants.

F. PETS. No dog, cat or other household pet shall be allowed to run at large in the common areas. Dogs and cats must be kept on a leash and under the full control of the owner, occupant, guest or visitor when outside in the common or cluster areas. Such owner, occupant, guest or visitor is required to clean up after the pet. One dog, or one or two indoor cats, or one dog and one indoor cat, weighing not more than 25 pounds each, fully grown, will be permitted in each unit. Guests do not have to have prior approval of pets, but are expected to abide by all the Rules and Regulations. A resident shall receive a waiver of the limitations of this rule regarding pet size from the Board of Directors for a trained dog that assists a handicapped resident. Other pets are allowed only at the discretion of the Board of Directors. All pets on the premises must have up-to-date required inoculations.

G. MINORS

For the purpose of this paragraph the definition of a permanent Occupant is a person who will be occupying any Condominium Unit within Crowfields Condominium Community, either as an Owner, or under any other occupancy, for a period of fifteen (15) consecutive days or thirty (30) days cumulative.

It is intended that the Crowfields Condominium Community be in full compliance with the Federal Housing and Urban Development laws and regulations governing 55-or-older housing. So long as Crowfields Condominium Community is in compliance with such laws and regulations and is therefore "Housing for Older Persons", no permanent Occupant of any Condominium Unit within Crowfields Condominium Community shall be less than eighteen (18) years of age. No children under eighteen (18) years of age shall be allowed to reside or visit within a Condominium Unit for more than fifteen (15) consecutive days, or thirty (30) cumulative days in any one (1) calendar year, except with the express prior and written consent of the Board of Directors.

H. PERSONAL BEHAVIOR. No immoral, improper, offensive or unlawful use shall be made of any of the common grounds and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed. No Owner shall make or permit any disturbing noises in the building by himself, his/her family, tenants, employees, agents or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Occupants. No Occupant shall operate a tape deck, CD player, television set, radio or musical instrument in his/her Unit between the hours of eleven (11) p.m. and the following morning before eight (8) a.m. at a level of loudness that shall disturb Occupants of other Units. No Occupant shall give or permit to be given vocal or instrumental instructions at any time in his/her Unit. Grievances that cannot be resolved by the parties involved must be referred to the Property Manager.

I. APPLICATION FOR RESIDENCY. All proposed Occupants of any Condominium Unit shall make application for occupancy to the Board of Directors. Occupancy, remodeling or renovation shall not be permitted prior to approval of any such application by the Board of Directors in consideration of the requirements of Article 7 Section 7.2 of the Bylaws of the Association and "Cluster and Units" Section D 6e of these Rules and Regulations.

J. USE OF UNIT

1. All Units shall be utilized only for permanent residential purposes by a single household with no member less than eighteen (18) years of age. Units are not to be used as a business address.

2. No unit may be leased more than once per 12-month period, and the lease term cannot be for less than three months. An Owner may not allow a Unit to be subleased. All lessees must be approved by the Board of Directors before the lease is signed pursuant to Crowfields Bylaws Article 27 Section 27.2a.

K. CONVEYANCE OF INDIVIDUAL UNITS. In the event of the sale or lease of a Unit and after an application for occupancy has been approved by the Board of Directors pursuant to Article 26 of these Bylaws and these Rules and Regulations, the Management Office shall issue a “Consent of Sale or Lease” form. This form is then recorded at the Buncombe County Courthouse and must be on record when a Unit is sold.

L. POLICY REGARDING RE-SALES OF CROWFIELDS CONDOMINIUMS

1. Open houses and posting of “For Sale” signs are not permitted.

2. No Crowfields employee may engage in the sale of Crowfields Units.

3. The Property Manager may help Owners with information on recent sale prices and appraisal/tax valuation, which is available in Crowfields Management Office.

4. Prospective Occupants (whether purchasers or lessees) who contact the Management Office, or submit an application, shall be provided with a standard “package” which shall include a brochure, Crowfields map, floor plans, maintenance fees, a list of Units currently on the market and a notification statement indicating that the Crowfields Condominium Community is intended to operate as housing for persons 55 years of age or older.