



# Rules and Regulations

## Revised April 2019

**RULES & REGULATIONS OF  
CROWFIELDS CONDOMINIUM ASSOCIATION**

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**NOTE:** *The most current version of the Bylaws and the Rules and Regulations can be found on the Crowfields website: [www.crowfieldsasheville.com](http://www.crowfieldsasheville.com). No password is needed to access these documents*

## A. GENERAL

In order to ensure a congenial community, 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 common areas, including but not limited to, the clubhouse, swimming pool/patio areas, lakes, and grasslands, 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 Owner is provided one 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. One additional key may be purchased from the Crowfields management office. Owners are responsible for providing their clubhouse key to their tenants.
3. Occupants are responsible for their guests at all times. Guests over the age of eighteen (18) years are allowed access to the clubhouse, pool/patio and lake (for fishing), unaccompanied by their host.
4. Loud or boisterous activities are not permitted. Consideration should be shown to all Occupants.
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. Pet refuse must be picked up.
7. Occupants, their guests or individuals from any outside organizations or companies may not solicit or distribute literature in Crowfields for commercial, political or fundraising purposes. (See also B7)
8. The discharge of firearms of any type is not allowed at any time within the common grounds of Crowfields.
9. Copies of the *Crowfields Condominium Association Rules and Regulations* are given to each Owner to help answer questions concerning the use of the facilities and grounds. Occupants and guests are required to comply with these documents, as stated in Article 4 Section 4.2 of the *Bylaws*.

## **B. CLUBHOUSE**

1. The clubhouse is available for use from 9:00 a.m. until 11:00 p.m.
2. The management office, located in the clubhouse, is open from 10:00 a.m. to 1:00 p.m. on Monday, and from 9:00 a.m. to 1:00 p.m. Tuesday to Friday, or as posted.
3. The clubhouse must be locked at all times except when a scheduled activity is in progress.
4. Occupants and guests are expected to behave courteously in and around the clubhouse.
5. Proper attire is required in the clubhouse. No bathing suits or bare feet are permitted. Gentlemen must wear a shirt at all times. (See also C6)
6. Smoking, including the use of e-cigarettes, is not permitted in the clubhouse building.
7. Occupants may reserve the entire clubhouse for private functions without charge, subject to the following conditions:
  - a. Attendance is limited to the number of people permitted under applicable fire and safety codes.
  - b. Clubhouse rules apply at all times.
  - c. In the case of a wedding reception, the bride or groom must be a member of the family of a Crowfields resident.
  - d. The resident organizing the function must be present in the clubhouse during the entire event.
  - e. Cleaning, as well as any costs deemed necessary to repair damage which occurs during an event, is the responsibility of the resident who reserves the clubhouse.
  - f. Residents may sponsor events for outside organizations such as civic clubs, church groups, office groups or educational groups for a fee of \$150.00 per use.
  - g. Political groups may not use the clubhouse at any time. Meetings for the dissemination of community and government information are permitted. Direct fund-raising or sales functions are not permitted.
  - h. On a case-by-case basis and after receiving a formal written request, the Board of Directors may grant exceptions for charity fundraisers initiated by the Crowfields Activities Committee. There is no charge for activities sponsored by the Association. However, reservations cannot be confirmed until the appropriate *Responsibility Agreement*, 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 must return in advance the *Clubhouse Reservation Agreement* form duly signed, and agree to the rules and conditions detailed therein. Arrangements cannot be finalized until the management office receives this form. The Occupant sponsoring the function is responsible for any damage to the clubhouse and for any necessary repair or clean up.
9. All reservations are granted at the discretion of the Board of Directors and are handled on a first-come, first-served basis.

### **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 is 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 is 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 behave courteously in and around the swimming pool area. Loud and boisterous activities, running or horseplay are not allowed at any time.
5. Inflatable floats are not allowed in the swimming pool. Items brought to the pool should not present a tripping hazard, and must not obstruct movement in and around the pool area.
6. Cover-ups and footwear 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. 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 smoking, including e-cigarettes, is permitted in the pool and patio area.
11. No glass containers are allowed in the pool area.

12. Posted pool safety and behavior guidelines must be followed.

#### D. CLUSTER BUILDINGS AND UNITS

1. **Assessments:** Owners must promptly pay all authorized assessments whether levied monthly, in special assessments, or invoiced. Unpaid assessments, upon default, shall bear interest at the legal rate of North Carolina, will be collected by legal action of the Association and shall be a lien upon the individual residential Unit of the delinquent Owner. 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 a Unit or any neighboring Unit, the right of entry is granted to the Association's management agent or any other person authorized by the Board of Directors, whether the Owner or Occupant is or is not present. **All Owners 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 is responsible for the cost of any necessary repairs.** If an Owner installs a new exterior lock on their Unit, the Owner must provide the management office with a new key.
3. **Unit Maintenance**
  - a. Owners and Occupants must maintain Units in a clean and sanitary condition. All plumbing, electrical, and general repairs within a Unit are the responsibility of the Owner and must be paid for by the Owner. 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 labor, to be billed at the current rate.
  - b. Any repairs needed on the exterior of a Unit are the responsibility of the Association and will 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.
4. **Unit Alterations, Remodeling and Renovation:**
  - a. An Owner is responsible for the conduct and activity of any contractor engaged to perform work by said Owner. The appropriate *Responsibility Agreement(s)* must be signed, and approval obtained from the Architectural Review Committee and the Board of Directors before any structural work or architectural changes commence. *Responsibility Agreement* forms are available in the management office, and on the Crowfields website.
  - b. Authorized 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 is allowed on Sundays or Crowfields specified holidays (as listed in the *Directory of Residents*, available on the Crowfields website).

- c. Parking of dumpsters or equipment trailers must have approval from the management office. Contractor parking is limited to the Owner's two designated parking spaces. Contractors may not use Visitor parking spaces. All other vehicles of the Unit Owner, Occupant, contractor and its staff or subcontractors must be parked at the clubhouse during the day, or in an area designated by the Property Manager. Contractor vehicles are not permitted to remain parked at the clubhouse overnight.
- d. Set up of work space should be confined to the Unit area, and every effort must be made to minimize dust and debris.
- e. Contractors must clean up common areas daily. Dumpsters must not be permitted to overflow.
- f. Unused or surplus materials from work performed for Owners by outside contractors must be removed from Crowfields property by the contractor. Crowfields maintenance dumpsters are not to be used for this purpose.
- g. Work creating loud noise and disturbance must be completed within the six-month period after the date said work commenced. If work is expected to exceed the 6 month period, a request including justification must be submitted in writing to the ARC and approved by the Board of Directors to avoid the assessment of a fine.
- h. Owners who build additions to their Units (and subsequent Owners of the Unit) must maintain the addition at their own expense, except that exterior repainting of the addition will be done along with regularly scheduled painting of the exterior of each cluster and within the regular budget of the Association. (see 8i Roofs)

## **5. Grounds Maintenance:**

- a. The Property Manager and/or Grounds Supervisor is responsible for all common 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/or Grounds Supervisor.
- c. Crews cannot respond to spur-of-the-moment requests made by individual residents they encounter in the course of their work day. All requests for maintenance must be sent through the management office. Forms are available in the office and on the Crowfields website.
- d. Picking flowers in common areas is not allowed.

## **6. Private Gardens:**

- a. Unit Owners may plant Private Gardens at the rear of their units. In all cases, the exact location of Private Gardens and suitability of plants must be approved by the Grounds

Committee before planting is commenced. This is to ensure that no invasive species are inadvertently planted, and that the maintenance of common lawns and grounds is not impeded.

- b.** The Grounds Committee (which includes the Property Manager and Grounds Supervisor), is responsible for all decisions regarding the planning and maintenance of residents' Private Gardens.
- c.** If a Unit Owner no longer wishes a Private Garden, he/she must sign a form (available in the management office) relinquishing responsibility for the garden. Upon receipt of this form, the maintenance staff will return the Private Garden to a basic state. This may involve planting or removing bushes such as rhododendrons or boxwoods. All decisions regarding the choice of plantings are the responsibility of the Property Manager and/or Grounds Supervisor. The Unit Owner is responsible for the full cost of these modifications.
- d.** If, when a Unit is sold, a Private Garden is not required by the new Unit Owner, he/she must sign a form (available in the management office) relinquishing responsibility for the garden. Upon receipt of this form, the maintenance staff will return the Private Garden to a basic state. This may involve planting or removing bushes such as rhododendrons or boxwoods. All decisions regarding the choice of plantings are the responsibility of the Property Manager and/or Grounds Supervisor. The new Unit Owner has one year in which to make this decision. During that time, the new Unit Owner will not be charged for modifications to his/her Private Garden. After one year, the full cost of any modifications will be borne by new Unit Owner.
- e.** Unit Owners are responsible for maintaining their Private Gardens in an aesthetically pleasing manner. Should a garden fall into disrepair, the Grounds Supervisor will notify the Grounds Committee in writing of the potential violation. The Grounds Committee will review the complaint, and make a recommendation to the Board of Directors. If the situation is not corrected by the Unit Owner in a timely fashion, the Private Garden will be considered to be abandoned, and the Unit Owner will be charged for the labor and materials necessary to bring the Private Garden back into compliance with the original plan.
- f.** Assistance in the preparation of Private Gardens 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.
- g.** Unit Owners may, with the approval of the Grounds Committee and at their own expense, hire an outside landscaping company to maintain their Private Garden. All rules pertaining to Private Gardens must be followed. Unit owners are responsible for any complications which may arise as a result of their choice to hire outside help. This includes, but is not limited to, such issues as personal injury, or damage resulting from disturbed electrical and gas lines.

- h. Exceptions to the *Rules and Regulations* regarding Private Gardens can only be made with the approval of the Grounds Committee. All decisions are final.

## **7. Front Foundation Plantings:**

- a. Front Foundation Plantings may not be altered by Unit Owners. If a Unit Owner wishes to alter those plantings, they must place a work order request with the management office. A meeting will be scheduled with the Property Manager and/or Grounds Supervisor to discuss the proposed changes. All changes must be approved by the Property Manager and/or Grounds Supervisor.
- b. The maintenance crew is responsible for watering the Front Foundation Plantings. Indiscriminate watering can be costly, unnecessary, harmful, and is discouraged. Exceptions may be made at the discretion of the Property Manager and/or Grounds Supervisor.
- c. Unit Owners may plant annuals in the Front Foundation Planting area, provided there is a significant mulch border between the flowers and the lawn. This allows maintenance workers to mow without fear of damaging plantings.
- d. Perennial plantings in the Front Foundation Planting area must be approved by the Grounds Committee.
- e. The maintenance crew is not liable for any damage to plantings in the course of maintenance and repair work such as painting or mowing.
- f. Exceptions to the *Rules and Regulations* regarding Front Foundation Plantings can only be made with the approval of the Property Manager and/or Grounds Supervisor. All decisions are final.

## **8. Exterior Regulations:**

- a. Sidewalks and entrances to Units must not be obstructed in any way that interferes with entering and leaving 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 and approval by the Architectural Review Committee and the Board of Directors. An application must be submitted by the Owner or Occupant, along with the appropriate *Responsibility Agreement* forms, available at the management office.

- c.** No commercial or political sign may be displayed on any part of the outside or inside (if visible from the outside) of any Unit.
- d.** No structural additions of any kind may be made to a Unit, attached to a Unit, or added to the limited common area associated with a Unit, without prior written approval of the Architectural Review Committee and the Board of Directors.
- e.** No change to the external paint colors or to any other element affecting the external appearance of a Unit is allowed without prior written approval by the Architectural Review Committee and the Board of Directors.
- f.** No grading or excavation of the limited common area associated with a Unit is allowed without prior written approval of the Architectural Review Committee and the Board of Directors.
- g.** No electric fences or wires may be used as a deterrent to animals.
- h.** A request for exterior architectural change (e.g., skylights, awnings, sunpipes, steplights, etc.) must be submitted in writing, together with a sketch or drawing and specifications of the materials to be used and a complete list of materials, for approval by the Architectural Review Committee and the Board of Directors. (see 4)
- i.** Villa add-on roofs will be maintained by the Crowfields maintenance staff, providing the roofs are constructed or modified, at the Owner's expense, and are in accordance with specifications on file in the management office. Policy statement and regulations for requested alterations are available from the management office.
- j.** All refuse must be placed in plastic bags and then in garbage cans provided by Crowfields. All recycled items are to be placed in the blue containers supplied by the City of Asheville.
- k.** Clotheslines are not permitted outside the utility yard.
- l.** Garbage cans may not be placed in any common areas, and no lines, cloths or clothing may be hung from any of the windows, doors or porch balconies.
- m.** The area under Unit porches and balconies must be kept organized so as not to create an eyesore. Firewood stored in these areas should not touch the building wall.
- n.** The American flag may be hung on a staff attached to the utility yard fence. Said flag may 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.
- o.** No Owner or Occupant shall permit anything to be done to his/her Unit or keep anything in the Unit that will increase the insurance rates of other Units.

- p. 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, the Unit Owner is financially responsible for all costs, including the insurance deductible.

9. **Radon:** Any and all costs for radon remediation are the responsibility of the Unit Owner.

## 10. Mold and Water Damage

- a. **Maintenance Protocols and Procedures:** Crowfields Condominium Association, in order to better protect the common interests of the owners, has protocols and procedures in place to specifically address the inspection, upkeep and replacement of all storm water 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 structures such as 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 Occupant, then the Owner is the responsible party and must pay the remediation costs.
- c. 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 is the responsible party and the remediation costs may be recovered by a special assessment to the Community.
- d. 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 Bylaws* and Association administrative policies) then the Association is the responsible party and the remediation costs will be recovered by a special assessment to the Community.
- e. 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 Owner is the responsible party and must pay all remediation costs.

## E. VEHICLES

1. Occupants may not park, and may 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 must be of acceptable appearance and properly licensed and maintained.
3. **Prohibited vehicles** 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. Vehicles in which the exhaust system has been modified from the E.P.A. standards under which the vehicle was originally manufactured, are not permitted to operate within Crowfields Community property.
4. Occupants may not use visitor parking spaces for permanent parking either outside clusters or at the clubhouse. Spaces in the clubhouse parking lot are designated for short-term parking of no more than four weeks. If short-term parking for an additional vehicle is required, requests to use these spaces must 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 in the clubhouse lot until this approval has been received.
5. If an Owner or Occupant needs to utilize more than their assigned two cluster parking spaces on a long-term basis, an arrangement to borrow an assigned space from another Owner must be made. Responsibility for making such an arrangement falls solely upon the Owner, and is not the responsibility of the Association or the management office. This arrangement between Owners must be made and confirmed prior to such additional vehicle being brought onto the Crowfields Community property. A copy of the agreement, signed and dated by both parties, must be provided to the management office.
6. It is recognized by the Board of Directors that there will be occasions arising when a non-permitted vehicle belonging to a guest of the Owner or Occupant will have to be parked on the common grounds for a short period of time, such as during a holiday weekend.
7. In consideration for those Occupants who may require outside care for illness, a special permit for parking non-permitted vehicles in designated parking areas may be requested from the management office.
8. 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.

9. All speed limits and stop signs in Crowfields must be observed.

## **F. PETS**

1. Dogs, cats and other household pets are not 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.
2. The Owner, Occupant, guest or visitor is required to clean up after their pet.
3. One dog, or one or two indoor cats, or one dog and one indoor cat, weighing not more than 25 pounds each, fully grown, are permitted in each unit.
4. Guests do not have to have prior approval of pets, but are expected to abide by all *Crowfields Rules and Regulations*.
5. A resident with a disability may receive a waiver of the rule regarding pet size from the Board of Directors for a certified service animal. Other pets are allowed only at the discretion of the Board of Directors.
6. All pets on the premises must have up-to-date required vaccinations.

## **G. MINORS**

1. For the purpose of this paragraph the definition of a permanent Occupant is a person who occupies a Unit within the Crowfields Community, either as an Owner or any other Occupant, for a period of fifteen (15) consecutive days or thirty (30) days cumulative per year.
2. It is intended that the Crowfields Community be in full compliance with the *Federal Housing and Urban Development* laws and regulations governing 55-or-older housing. So long as the Crowfields Community is in compliance with such laws and regulations and is therefore “Housing for Older Persons”, no permanent Occupant of any Unit within the Crowfields Community shall be less than eighteen (18) years of age. No children under eighteen (18) years of age are allowed to reside or visit within a 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**

1. No unlawful use of the common grounds is permitted, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction must be observed.

2. 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 residents.
3. No Occupant may operate electronic devices, power tools or play a 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 disturbs Occupants of other Units.
4. No Occupant may give or permit to be given vocal or instrumental instructions at any time in his/her Unit.
5. Grievances that cannot be resolved by the parties involved must be referred to the Board of Directors.

## **I. OCCUPANCY, USE AND CONVEYANCE OF UNITS**

1. **Occupancy:** All proposed Occupants of any Unit must submit an application for occupancy to the Board of Directors. Occupancy is permitted only after approval by the Board of Directors in consideration of the requirements of Article 7 Section 7.2 of the *Crowfields Bylaws* and the current *Rules and Regulations*.
2. **Use of Unit**
  - a. Units may be utilized only for permanent residential purposes by a single household with no member less than eighteen (18) years of age. Units may not be used as a business address.
  - b. 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.
3. **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 the *Crowfields Bylaws* and the current *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.

## **J. POLICY REGARDING RE-SALES OF CROWFIELDS CONDOMINIUMS**

1. Posting of “Open House” and “For Sale” signs is 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, appraisals and tax valuation. This information is available in the management office.
4. Prospective Owners are provided with an orientation package which includes a copy of the current *Crowfields Rules and Regulations*. It is the Owner's responsibility to provide their tenants and guests with access to the *Rules and Regulations* governing Crowfields.

#### **K. DOCUMENT INFORMATION**

1. **Document Owner:** Crowfields Condominium Association (CCA)
2. **Document Contact:** Chair, Bylaws Committee
3. **Document Revision:** Revised by the Bylaws Committee and approved by the CCA Board of Directors on March 5, 2019.
4. **Approved** by Owners at the Crowfields Members Meeting on April 25, 2019.

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