AMENDED AND RESTATED RULES AND REGULATIONS FOR CONNESTEE FALLS PROPERTY OWNERS ASSOCIATION, INC.

CONTENTS

	Page
ARTICLE I—DEFINITIONS AND FORMS	**R-1**
Section 1. Definitions	**R-1**
Section 2. Forms for Rules and Regulations	**R-5**
ARTICLE II—ENTRY TO CONNESTEE FALLS	**R-5**
Section 1. Entry into the Community	**R-5**
Section 2. Admission of Guests and Tenants	**R-5**
Section 3. Membership Certificates	**R-5**
Section 4. Tenant Admission	**R-5**
Section 5. Contractors	**R-5**
Section 6. Application of Community Rules	**R-5**
Section 7. Identification	**R-5**
Section 8. Bar Codes and Passes	**R-6**
Section 9. Issuance of Bar Codes	**R-6**
ARTICLE III—USE OF THE ROADS	**R-6**
Section 1. Application of Motor Vehicle Laws	**R-6**
Section 2. Operation of Vehicles	**R-6**
Section 3. Passing Prohibited	**R-6**
Section 4. Parking Prohibited	**R-6**
Section 5. Motorcycles	**R-6**
Section 6. Mopeds and Bicycles	**R-6**
Section 7. Exemption from State Registration	**R-6**
Section 8. Road Safety or Damage	**R-6**
Section 9. Restrictions for Work Crews	**R-6**
Section 10. Accident Reporting	**R-7**
Section 11. Use of Road Restrictions	**R-7**
Section 12. Violations	**R-7**
Section 13. Compliance by Guests	**R-7**
Section 14. Enforcement	**R-7**
Section 15. Procedures for Enforcement	**R-7**
Section 16. Responsibilities of Vehicle Operators	**R-7**
Section 17. Schedule of Driving Offenses	**R-8**
Section 18. Source of Offences	**R-8**
Section 19. Fine Schedule	**R-8**
ARTICLE IV—GENERAL ACTIVITIES	**R-8**
Section 1. Offensive Activities Prohibited	**R-8**
Section 2. Loud Noises Prohibited	**R-8**
Section 3. Limits on Use of Noise Producing Equipment	**R-8**
Section 4. Solicitations	**R-9**
Section 5. Obstructions on Common Areas	**R-9**
Section 6. Littering and Household Garbage	**R-9**
Section 7. Open Burning Prohibited	**R-9**
Section 8. Common Area Activities Prohibited	**R-9**
Section 9. Wild and Domestic Animals	**R-9**
Section 10. Firearms and Fireworks	**R-9**

Section 11. Advertising and Political Activities **R-10**
Section 12. Contact Information Required **R-10**
Section 13. Conduct of Employees and Association Activities **R-10**
Section 14. Complaints **R-10**
Section 15. Member Relations with Employees **R-10**
Section 16. Private Use of Association Employees **R-10**
Section 17. Suspicious or Unusual Events **R-10**
Section 18. Fires **R-10**
Section 19. Emergencies **R-10**
Section 20. Loss or Damage of Personal Property **R-11**
Section 21. Purchase of Association Lots **R-11**
Section 22. Flags **R-11**

ARTICLE V—TENANTS **R-11**
Section 1. Rental or Leasing of Lots **R-11**
Section 2. Execution of Rental Agreements **R-11**
Section 3. Submission of Rental Agreements **R-11**
Section 4. Registration Fee **R-11**
Section 5. Tenant Cards **R-11**
Section 6. Responsibility for Tenant Fees **R-12**
Section 7. Tenant Violations **R-12**

ARTICLE VI—USE AND MAINTENANCE OF PRIVATELY OWNED PROPERTY **R-12**
Section 1. General **R-12**
Section 2. Signs **R-13**
Section 3. Maintenance of Improved and Unimproved Lots **R-13**
Section 4. Household Pets **R-14**
Section 5. Architecture and Environmental Control **R-14**
Section 6. Guest/Tenant Procedures **R-14**
Section 7. Private Property and Easements **R-15**
Section 8. Maintenance of Berms on Lakefronts **R-15**

ARTICLE VII—VARIOUS ACTIVITIES AND AMENITIES **R-15**
Section 1. Use of Facilities and Amenities **R-15**
Section 2. Compliance with Governing Documents and Rules and Regulations **R-15**
Section 3. Identification **R-15**
Section 4. Fees **R-16**
Section 5. Responsibility for Damages **R-16**
Section 6. Damage or Destruction of Association Property **R-16**
Section 7. Hours of Operation **R-16**
Section 8. Large Groups **R-16**
Section 9. Special Occasions **R-16**
Section 10. Emergency Notifications **R-16**
Section 11. Application of Rules and Regulations **R-16**

ARTICLE VIII—COMBINATION OF LOTS **R-16**
Section 1. Combination of Lots **R-16**
Section 2. Owner Responsibility **R-16**
Section 3. Lot Separation **R-16**
Section 4. Fee for Contiguous Lots **R-16**
Section 5. Payment of Assessments **R-16**
Section 6. Association-owned Lots **R-16**
Section 7. Form **R-16**
Section 8. Improvement of Combined Lots **R-17**

ARTICLE IX—USE OF THE CLUBHOUSE R-17
Section 1. General R-17
Section 2. Dress R-17
Section 3. Lounge R-18
Section 4. Community Events R-18
Section 5. Private Functions R-18
Section 6. Wellness Center R-18

ARTICLE X—USE OF THE GOLF COURSE AND RELATED FACILITIES R-19
Section 1. General R-19
Section 2. Schedule of Operation R-21
Section 3. Rules Governing Play R-21
Section 4. Golf Carts R-22
Section 5. Dress R-22
Section 6. Guests of Golf Members Policy R-23

ARTICLE XI—USE OF THE LAKES AND PARKS R-23
Section 1. General R-23
Section 2. Watercraft Registration R-24
Section 3. Watercraft Practices R-24
Section 4. Fishing Regulations R-25
Section 5. Swimming Practices R-27
Section 6. Dog Park R-27
Section 7. Connestee Falls Organic Gardening Club R-28

ARTICLE XII—USE OF THE SWIMMING POOL R-30
Section 1. General R-30
Section 2. Liability of the Association R-32

Article XIII—USE OF THE BOCCE COURTS R-32
Section 1. General R-32
Section 2. League Playing R-32
Section 3. Non-League Playing R-32
Section 4. Children R-32
Section 5. Use of Courts R-32

ARTICLE XIV—USE OF THE TENNIS COURTS R-33
Section 1. Application R-33
Section 2. Attire R-33
Section 3. Play of Tennis R-33
Section 4. Prohibited Activities R-33
Section 5. Children R-33
Section 6. Pets R-33
Section 7. Guest Play R-33
Section 8. Inclement Weather R-33
Section 9. Temporary Rules R-33
Section 10. Court Reservations and Use R-33
Section 11. Prohibited Activities R-34

ARTICLE XV—USE OF THE PICKLEBALL COURTS R-34
Section 1. Application R-34
Section 2. Play of Pickleball R-34

ARTICLE XVI—THE JUDICIAL PROCESS R-35
Section 1. Judicial Committee R-35
Section 2. Quorum and Decisions R-35
Section 3. Violations of Declaration, Bylaws or Rules and Regulations R-36
Section 4. Judicial Committee Process R-36
Section 5. Written Notice Contents R-36
Section 6. Board Initiative R-36
Section 7. Hearings by Judicial Committee R-36
Section 8. Fines and Assessments R-36
Section 9. Suspension of Rights and Privileges R-37
Section 10. Corrective Orders R-37
Section 11. Form of Decisions R-37
Section 12. Right to Appeal to the Board R-37

ARTICLE XVII—ARCHITECTURE AND ENVIRONMENT COMMITTEE R-37
Section 1. Mission R-37
Section 2. Structure and Operation of the A&EC R-38
Section 3. Appeal of A&EC Decisions R-39
Section 4. Violations R-39
Section 5. Inspections R-40
Section 6. Projects Requiring A&EC Review and Approval R-40
Section 7. New Home Construction/Additions R-47
Section 8. New Home Construction/Addition Applications R-50

ARTICLE XVIII—AMENDMENT R-59
Section 1. Adoption, Modification or Repeal R-59
Section 2. Publication R-59

INDEX R-60

AMENDED AND RESTATED RULES AND REGULATIONS FOR CONNESTEE FALLS PROPERTY OWNERS ASSOCIATION, INC.

WITNESSETH

WHEREAS, the Board of Directors of the Connestee Falls Property Owners Association (Association) has deemed it desirable and in the best interest of the Members to adopt certain Rules and Regulations governing the operation of the Connestee Falls Community, including, but not limited to, the use of the Common Areas and the personal conduct of the Members, Resident Affiliates, and their Guests and/or Tenants thereon; and

WHEREAS, the Board of Directors has determined that in order to enhance the living environment of the Owners and occupants of Housing Units and Lots in the Connestee Falls Community, the following Rules and Regulations are necessary, proper, and desirable for the Association; and

WHEREAS, in accordance with the terms of the Bylaws of the Association, the Board of Directors is authorized and empowered to adopt reasonable Rules and Regulations to be applicable to its Members; and

WHEREAS, any alleged Violations of the Rules and Regulations may be referred to the Judicial Committee as described herein.

NOW, THEREFORE, the Association hereby adopts the following Rules and Regulations.

Article I
DEFINITIONS AND FORMS

1. Definitions. The following terms used in these Rules and Regulations are defined as follows:

"A&E Committee" or "A&EC" means the Architecture and Environment Committee.

"Amenities" means the desirable and useful features of the Common Areas, buildings, and facilities.

"Articles" means the current version of the Restated Articles of Incorporation of the Association.

"Assessment(s)" means any and all sums levied by the Association against any Lot and its Owner(s) as Common Expenses or other charges to include but not be limited to Common Expense liabilities, Unimproved Lot Assessments, Improved Lot Assessments, Special Assessments, specific Assessments, fines, late charges, interest and attorney's fees as set forth in the Declaration and Bylaws.

"Association" means the Connestee Falls Property Owners Association, Inc., a nonprofit corporation organized under the Nonprofit Corporation Act.

"Board" means the Board of Directors of Connestee Falls Property Owners Association, Inc.

"Bylaws" means the current version of the Bylaws of the Association.

"Common Area(s)" means the real property so described and conveyed to the Association in that deed recorded in Deed Book 211 at page 542, together with those areas designated as Common Areas in those Supplemental Declarations referenced in the Fourth Restatement of Declaration of Restrictive Covenants for Connestee Falls recorded in Deed Book 413 at page 30 in the Transylvania County, North Carolina Register of Deeds; all real property which may be later annexed to Connestee Falls as Common Areas; and, all real property acquired by the Association, so designated together with all Improvements which may be at anytime constructed thereon, including, but not limited to, recreational and Community facilities, lakes, parks, and streets. To the extent necessary to interpret applicable sections of the Planned Community Act, the term

"Common Areas" is deemed to mean and be synonymous with the term Common Elements as defined in the Planned Community Act North Carolina General Statutes ("NCGS") Section 47F-1-103(4).

"Common Expense(s)" means expenditures made by or financial liabilities incurred for the operation of or connected in any way with the administration of the Community. These include:

- **A.** expenses of administration, maintenance, repair or replacement of the Common Areas and physical Improvements located thereon;
- **B.** expenses defined, referred to, or declared to be Common Expenses by the Declaration or by the Planned Community Act;
- **C.** expenses agreed upon as Common Expenses by the Association;
- **D.** funding of reasonable reserves as may be established or allocated by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Areas or any other real or personal property acquired or held by the Association; and
- **E.** expenses levied against or which may be allocated to any particular Owner for fines, late charges, interests, costs of collection, and attorney's fees.

"Community" means the Community of Connestee Falls, a gated residential development located in Transylvania County, North Carolina as the same may be shown on the maps and Plats thereof recorded from time to time and which is governed by the Articles, the Declaration, and the Bylaws.

"Declaration" means the Fifth Restatement of Declaration of Restrictive Covenants for Connestee Falls.

"Executive Session" means an assembly of members of the Board, convened when sensitive or privileged issues involving Members, personnel, or legal matters are discussed.

"Golf Associate Member" is a contractual member who has use of the golf course and other amenities, defined by the type of golf membership, at a fee set by the Board of Directors.

"Golf Member" is defined as a member of Connestee Falls Property Owners Association who pays a golf membership fee..

"Guest" shall be as defined under "Non-Member".

"Housing Unit(s)" means any form of housing to include but not limited to detached Single Family Residential, Single Family Attached, Multi-Family Residential, and condominiums.

"Immediate Family" means a Member's or Tenant's parents, grandparents, spouse, domestic partner, sister, brother, grandchildren, and children and stepchildren and their immediate families.

"Improved Lot Assessment" means the charge established by Article VII, Section A of the Fifth Restatement of Declaration of Restrictive Covenants that is levied against an Improved Lot.

"Improved Lot" means any Lot upon which is located, found, placed, or constructed any Improvement. As applied to an Improved Lot, "Improvement" means all buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, docks, antennas and any other structure of any type or kind.

"Improvement" shall be as defined under Improved Lot.

"Inspector" means an employee given authority by either the A&EC or general manager to review and recommend approval/disposition for a specific project request from an Association Member with actual approval or rejection coming from the A&EC or general manager. The Inspector also has other responsibilities described throughout these Rules and Regulations.

"Leasing" means the regular occupancy of a Lot by any Person other than the Owner, for which the Owner or other Person receives any consideration, benefit, fee, exchange, service, gratuity, or emolument.

"Lot" means any numbered Lot designated on the Plat, any Lot actually subdivided, platted, or otherwise identified as a Lot in a multi-family residential area, any apartment or living unit in a Multi-Family Residential Housing Unit, or such portion of a multi-family residential area as the Board shall designate.

"Member" means a Person that is the record Owner of a Lot in the Community, who shall be a Member of the Association with Rights and Privileges as further specified in the Articles, Declaration, Bylaws, Rules and Regulations, and policies of the Association; provided that no Lot shall have more than one (1) Voting Member.

"Membership" means the Rights appurtenant to a Lot by which an Owner becomes a Member of the Association. Membership establishes Rights, responsibilities, duties, obligations, and Privileges to and for Members.

"Modular Building or Structure" means a building or Housing Unit that is partially constructed off-site. The finished components are transported to the site for final assembly. Modular homes are referred to as factory-built, panelized, system-built, or prefabricated. A mobile home is not a Modular home.

"Multi-Family Residential Housing Unit" means a residential structure or building containing two (2) or more Single Family Residential Housing Units or apartments, such as, by example and not by limitation, duplexes, multi-plexes, townhouses, condominiums, and constructed on a Lot or Parcel whose use is designated on the Plats or in a Supplemental Declaration as multi-family residential.

"Non-Member" means each Person in the Community that is not a record Owner and is sponsored by a Member or the Association. A Non-Member shall have no Rights of Membership. The Privileges and obligations of Non-Member classifications cited below shall be as specified in the Articles, Declaration, Bylaws, Rules and Regulations, and policies of the Association. Non-Member classifications include but are not limited to:

- **A. Resident Affiliate.** Each Person, not otherwise a Member, who cohabits on a regular or on-going basis the same Connestee Falls Housing Unit as a Member.
- **B. Tenant.** Each Person occupying a Connestee Falls Housing Unit for which the Owner or other Person receives a consideration, benefit, fee, exchange, service, gratuity, or emolument. A Guest inhabiting a Housing Unit for a period of more than thirty (30) days may be deemed a Tenant by the Association. A Guest occupying a Housing Unit while the Owner is not present in the Housing Unit may be deemed a Tenant by the Association.
- **C. Guest.** Each Person on the premises of the Community, invited by a Member, Tenant, or the Association

"Nonprofit Corporation Act" means NCGS, Chapter 55A, the North Carolina Nonprofit Corporation Act.

"Owner" means a Person who owns an Improved or Unimproved Lot, and has legal title thereto through recording of a deed, but does not include a Person having an interest in a Lot solely as security for an obligation. The Association is not an "Owner" for purposes of this Declaration since it does not pay Assessments on and does not vote the Lots to which it holds legal title.

"Parcel" means any tract of land that is described or delineated on a Plat.

"Permanent Committee" means a standing committee established by the Board by charter, as described and defined in the Bylaws

"Person" means one (1) or more natural persons, corporations, partnerships, associations, trusts, or other legal entities, or any combination thereof.

"Planned Community Act" means NGCS Chapter 47F, North Carolina Planned Community Act.

"Plat" means the maps or Plats of Connestee Falls as they are from time to time recorded.

"Privileges" means access to and use of some or all of the Common Areas and Amenities in the Community.

"Resident Affiliate" shall be as defined under "Non-Member".

"Restated Articles of Incorporation" means the current version of the Articles.

"Rights" means those rights established by law or by the Association which are not subject to change except by a vote of the Members. These Rights are: the Right of one (1) Member per Lot to vote in Member elections; the Right to serve on a Permanent Committee; and the Right of the Voting Member to become a candidate for the Board. Notwithstanding the foregoing, however, the Right of access to a Lot by its Owner shall be absolute.

"Security" means the security force personnel at manned gates or on vehicular patrol, accessed by phone, by electronic means, or in person.

"Single Family Attached Housing Unit" means a Housing Unit whereby two (2) Single Family residences share a common wall so that there will be two (2) Single Family Housing Units per building and which may be constructed on a Lot or Parcel located solely within the area of Connestee Falls known as Qualla Village as described in that Agreement recorded in Deed Book 404, Page 72 of the Transylvania County, North Carolina registry of deeds.

"Single Family Residential Housing Unit" means a residential structure built and intended for use and occupancy by a single-family and which is constructed on a Lot designated as a single family residential Lot on any recorded Plat for the Community or in any Supplemental Declaration. Such structure must therefore be built to accommodate only single meter service for any utilities including but not limited to electric, water, and gas.

"Single Family" means a traditional family unit, a single housekeeping unit, or Persons substantively structured as an integrated family unit such that any of these must function, as a family within the Housing Unit. The composition of the family unit must be relatively stable and permanent.

"Special Assessment" means a form of Assessment applicable only to the year in which it is assessed, obligating each Owner on the date it is approved in accordance with the provisions of the governing documents of the Association. The obligation to pay the Special Assessment to the Association attaches to the Owner and not to the Lot or its subsequent Owners, nor does it terminate with the disposal or sale of the Lot.

"Supplemental Declaration" means:

- **A.** the recorded Supplemental Declarations, and Agreements with individual Owners of Parcels of land to change the designation of these certain Parcels of land from a Multi-Family Residential designation to a Single Family Residential designation, referenced in the Recital to this Declaration; or,
- **B.** in the event of real property being annexed to the Community, the recorded Supplemental Declaration which incorporates the provisions of this Declaration therein by reference.

"Tenant" shall be as defined under "Non-Member".

"Unimproved Lot Assessment" means the charge established by Article VII, Section A of the Fifth Restatement of Declaration of Restrictive Covenants that is levied against an Unimproved Lot.

"Unimproved Lot" means a Lot in its natural forested state, allowing for limited removal of shrubs and trees as approved by the A&E Committee.

"Unit" means a portion of the Community made up of a number of Lots as laid out and developed by the original developer and any successors. For example Unit 6, Lot 90 means platted Lot 90 located in Unit 6.

"Variance" means a deviation from a prescribed measurement, including but not limited to: a front, side, or rear property line setback; the required size of a Housing Unit; the maximum width of a driveway.

"Violation" means a failure to comply with any or all requirements of the following: (a) the Fifth Restatement of Declaration of Restrictive Covenants for Connestee Falls, (b) the Restated Articles of Incorporation of Connestee Falls Property Owners, Inc, (c) The Connestee Falls Property Owners, Inc. Bylaws, (d) these Rules and Regulations, and (e) a failure to obtain permit approval from the A&E Committee for work that changes the external appearance of a property or failure to comply with the requirements or limitations of an approved permit.

"Voting Member" means that Member who has the sole Right to cast a vote on behalf of a Lot in any election called by the Board.

2. Forms for Rules and Regulations. Forms for Member use in conjunction with these Rules and Regulations shall be adopted by the Board, and are available in the CFPOA administrative offices and on the Member website.

Article II
ENTRY TO CONNESTEE FALLS

1. Entry into the Community. Only Members, Resident Affiliates, and those provided for in contracts with the Association will be admitted to the Community without the prior approval of the appropriate Member or an authorized representative of the Association.

2. Admission of Guests and Tenants. Guests and Tenants will be allowed admission only if certified by the Member or an authorized representative of the Member. Such certification shall be in writing, via e-mail, or by telephone call to or from the Member and shall state the term of the visit and the Privileges to be granted. Telephone certification from a Member may be confirmed by the Association by return call. Blanket certification will not be accepted by the Association, except in accordance with policies and procedures established by the Board.

3. Membership Certificates. Membership certificates (cards) will be issued to all Members and Resident Affiliates of the Association in accordance with policies and procedures established by the Board. If a current Membership certificate has not been received by a Member or Resident Affiliate, Security may allow entry so that the necessary arrangements can be made for obtaining a certificate, provided the Member or Resident Affiliate can provide adequate identification.

4. Tenant Admission. Tenants are allowed admission in accordance with Article V herein below. When the Member is to be absent at the time of the Guests' visit, the Member must write a brief "Letter of Introduction" for the Guest including the Member's wishes relating to payment of the registration fee if applicable. The Member must properly certify that the Guests shall be allowed admission and are authorized to use the various facilities and amenities to which the Member is entitled. Immediate Family members do not have to pay the registration fee, and may be issued vehicle hang tags valid for a period not to exceed one (1) year; such tags are renewable.

5. Contractors. Contractor personnel will be allowed admission in accordance with procedures established by the Board.

6. Application of Community Rules. Any Person entering the Community is subject to the Declaration, the Articles, the Bylaws, and these Rules and Regulations and the published Assessments and/or penalties, as established by the Board.

7. Identification. Any Person entering the Community must show a current Membership certificate or proper identification, as required by the Association, to Security whenever and as often as required.

8. **Bar Codes and Passes.** All vehicles while in the Community shall have properly displayed either the current vehicle bar code or a temporary pass in accordance with procedures established by the Board.

9. **Issuance of Bar Codes.** Electronic bar codes will be issued in accordance with procedures established by the Board.

Article III
USE OF THE ROADS

1. **Application of Motor Vehicle Laws.** The motor vehicle laws of the State of North Carolina shall apply as rules and regulations with respect to roads within the Community, with the following additional rules and regulations.

2. **Operation of Vehicles.** Under normal conditions, the maximum safe speed on the roads within the Community shall not exceed twenty-five (25) miles per hour or such lower speed when indicated by appropriate markers. All vehicles shall be careful to remain on the right hand side of the roads within the Community. Any vehicle being operated at an unsafe speed or on the wrong side of the road may be considered to be operating in a reckless manner.

3. **Passing Prohibited.** No vehicle shall pass another moving vehicle.

4. **Parking Prohibited.** No permanent parking is permitted within four (4) feet of the paved surface of any road, except as approved in writing by the general manager.

   A. **Temporary and Emergency Parking.** Temporary parking for Guests and emergency parking due to weather conditions will be permitted provided that any parked vehicle is completely off the paved road surface.

   B. **Parking for Entertainment.** Those who are entertaining a group where parking along the road side could impede or prevent normal traffic shall obtain approval from Security in advance.

5. **Motorcycles.** Motorcycles shall be licensed and equipped with mufflers and operated only on the roads and driveways. All terrain vehicles (ATVs) and motorized dirt bikes are prohibited from use anywhere in the Community.

6. **Mopeds and Bicycles.** Mopeds and bicycles shall be equipped with lights and the most recently approved safety devices and operated only on the roads and driveways in such a manner as to not obstruct traffic.

7. **Exemption from State Registrations.** Only vehicles owned by the Association which are used only within the Community for maintenance of the various facilities and Amenities, as well as golf carts operated on the golf course and related facilities (including authorized road crossings), are exempt from State registration.

8. **Road Safety or Damage.** When vehicle loads may be determined by the Association to be a safety risk or to be damaging to the roads, then trucks or trailers may be required to enter at a designated gate or to be escorted over routes deemed suitable, or the Association may require that the cargo be reloaded to smaller vehicles or be broken into lighter loads, or that the load be stored in designated area until road conditions improve. Special restrictions governing the use of roads may be issued when transporting large heavy objects.

9. **Restrictions for Work Crews.** Operators of all vehicles shall slow to ten (10) miles per hour in any area where general maintenance or utilities personnel are working. Signals from flagmen will be obeyed at all times when they are present.

10. **Accident Reporting.** In the event of any accident involving a motorized vehicle or bicycle, Security must be notified immediately.

11. **Use of Road Restrictions.** All Persons using the roads within the Community do so at their own risk and are subject to the published Rules and Regulations and to the penalties levied for such Violations. The Association will not be responsible for delays, breakdowns, or damage to personal property or personal injury or death on said roads. It should be clearly understood that the roads within Connestee Falls are private roads, owned as Common Areas by the Association. As such, they are not built or maintained to State standards.

12. **Violations.** Violations of these Rules and Regulations may result in the vehicle operator and/or Member appearing before the Judicial Committee to answer charges. If he/she is determined to be in violation of any of these Rules and Regulations, appropriate fines and or penalties may be levied, after notice of the Violation(s) and an opportunity to be heard is given to the vehicle operator and/or Member.

13. **Compliance by Guests.** For the purpose of compliance, Members agree to notify all occupants of their property, as well as Guests, of these Rules and Regulations. Members are responsible for all Violations and losses caused by such occupants and Guests. Any fines and penalties imposed shall be enforced in the manner set forth in the Declaration of Restrictive Covenants, as amended. Furthermore, the Association, in its sole discretion, retains the right to restrict or deny access to the Community for Guests found to have violated these Rules and Regulations. This shall be in addition to any penalties levied by the Judicial Committee.

14. **Enforcement.** The general manager will direct Security to monitor and enforce the Rules and Regulations contained in this section.

15. **Procedures for Enforcement.**

A. **Warnings and Citations.** Security may issue warnings and citations. In the case of citations, the Judicial Committee will schedule a hearing, issuing a written notice of the scheduled hearing to the violator. At least fourteen (14) days notice will be given. In the case of Class 1 citations, the offender may waive the right of an opportunity for a hearing and pay the fine. Class 1 citations will be heard by at least three (3) members of the Judicial Committee. A quorum (simple majority) of the entire Judicial Committee will hear Class 2 citations. If the offender does not appear for the hearing, the Judicial Committee will impose the appropriate penalty.

B. **Excused Appearances.** Extenuating circumstances regarding appearance may be submitted in writing to the Judicial Committee chair at least seven (7) days prior to the scheduled hearing.

16. **Responsibilities of Vehicle Operators.** Vehicle operators have at least two (2) responsibilities in keeping our roads safe:

A. **Safety.** To drive safely, observing these regulations.

B. **Reporting.** To report to Security any vehicle, private or commercial, that appears to be speeding or operated in a reckless manner. Ideally such a report should include the vehicle license number, vehicle description, and the location and nature of the infraction.

17. Schedule of Driving Offenses.

A. Warning.
(1) Ten (10) mph or less over the applicable speed limit.
(2) Parked too close to the road within four (4) feet of paved road surface).

B. Class 1 (Appearance before the Judicial Committee is optional).
(1) Failure to stop for a stop sign.
(2) Eleven (11) to twenty (20) mph over the applicable speed limit.
(3) Failure to yield right of way.
(4) Following too closely.
(5) Littering from a vehicle.
(6) Driving on the wrong way on a one way street.

C. Class 2 (Must appear before Judicial Committee).
(1) Reckless driving.
(2) Passing a moving vehicle.
(3) Driving the wrong side of the center line.
(4) Leaving the scene of an accident.
(5) Twenty-one (21) or more mph over the applicable speed limit.
(6) Exceeding ten (10) mph in a work zone and/or failure to heed flagman instruction.

18. Source of Offenses. Offenses listed above are defined in NCGS, Chapter 20.

19. Fine Schedule.

A. Warning. When a warning is issued to an individual, no further action will be taken. However, if a second warning is issued within a six (6) month period, it and any subsequent warnings shall be treated as a Class 1 citation.

B. Class 1 Citation. The fine for an initial Class 1 citation shall be $25.00. A second Class 1 citation issued within a two (2) year period will incur a fine of $50.00. Additional Class 1 citations within a two (2) year period (with the exception of parking citations) may be treated as Class 2 citations.

C. Class 2 Citations. An initial Class 2 citation will incur a fine of $100.00. The Judicial Committee may determine additional penalties. A second Class 2 citation, within a two (2) year period, may result in a $100.00 fine and may result in suspension of driving Privileges on Connestee Falls roads for a period of time to be determined by the Judicial Committee.

Article IV
GENERAL ACTIVITIES

1. Offensive Activities Prohibited. No offensive activities or conduct shall be permitted within the Community. Any activities or conduct which may bring disrepute upon the Association or which interferes with or limits the enjoyment of the Common Areas by others are not permitted.

2. Loud Noises Prohibited. Loud noises which cause disturbances to others are not permitted.

3. Limits on Use of Noise Producing Equipment. The use of noise producing equipment is limited to 7:30 a.m. to 6:00 p.m. Monday through Saturday with no work on the following national holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

A. Use on Sundays. It is preferred that there be no exterior noise on Sundays. Noise producing equipment may be used by residents whenever necessary to clear walkways or driveways for safe passage.

B. Emergency Repairs. Resident emergency repairs are permitted at any time but Security must be notified of the work to be done and the name of the contractor employed before work can commence.

C. Exemptions. Exemptions from the work hour rules apply to golf course mowing, which must be done outside of normal play times, and to herbicide and pesticide applications that have specific moisture and temperature requirements. There is also an exemption for the Association maintenance department to work whenever required.

4. Solicitations. Solicitation of funds for commercial or charitable purposes within the Community is prohibited except by mail or telephone contact. This does not apply to activities that have been approved in advance by the general manager. The solicitation of items for charity or non-profit organizations may be permitted with the prior approval of the general manager. Such approval is to be published in advance by the Association.

5. Obstructions on Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be stored to include building material on the Common Areas, including road right-of-way, without the prior consent of the general manager, except as hereinafter expressly provided.

6. Littering and Household Garbage. Littering of any area within the Community is prohibited and is considered a Violation. All litter shall be placed in litter cans provided for this purpose. Household garbage shall not be deposited in Association containers.

7. Opening Burning Prohibited. The open burning of trash, paper, tree slash or any other combustible material, out-of-doors, within the Community is prohibited, including but not limited to fire pit bowls, stone/masonry fire pit rings, chimineas, and fire pit dishes. This does not apply to cooking and barbecue grills on private property and designated areas. Outdoor fireplace kitchens with chimney and spark arrestors are allowed with A&EC approval. CONNESTEE FALLS MAY POST "NO BURN" SIGNS IN ACCORDANCE WITH ORDERS ISSUED BY STATE OR COUNTY AUTHORITIES, AND UNDER NO CIRCUMSTANCES WILL ANY GRILLING OR FIRES BE ALLOWED DURING THOSE POSTED TIMES.

8. Common Area Activities Prohibited. Flowers, trees, and any other items on the Common Areas are not to be cut or removed, except with the express consent of the general manager.

9. Wild and Domestic Animals. The killing or trapping of wild or domestic animals and birds (other than rats, mice, poisonous snakes and other destructive pests) within the Community is prohibited.

A. Exception for Killing or Trapping. The general manager may authorize the killing or trapping of wild or domestic animals and birds when it is necessary to protect the Community's health and safety or to preserve Community property. The unauthorized release of such trapped animals or birds is a Violation.

B. Feeding of Wild Animals. The feeding of any wild animals is prohibited. Information from the N.C. Wildlife Resources Commission recommends no feeding of wildlife. Encouraging the presence of wild animals by feeding is a Violation.

C. Exception for Feeding of Birds. The only exception to their recommendations and our rules is the feeding of songbirds and hummingbirds; however, feeders for the birds should be taken inside at night. Persons who feed the birds in ways that attract bears are also in violation.

10. Firearms and Fireworks.

A. Carrying of Firearms. The carrying of any firearm within the Community is prohibited unless the bearer has a proper permit. Under no circumstances, however, can any firearm be carried on the Common Areas or within any Association buildings. Discharging of any firearm is

prohibited. The use of air or gas-powered guns by an adult is allowed only within the boundaries of the sponsoring Member's Lot.

B. Fireworks. All fireworks and firecrackers are prohibited.

11. Advertising and Political Activities. No advertising shall be permitted on Association bulletin boards or in any other area, except as approved by the Board. Community and public service announcements may be permitted with the approval of the general manager. The Association shall not participate in or intervene in any political campaign on behalf of any candidate for public office, nor shall the Association allow the posting of any material so designated.

12. Contact Information Required. Each Member absent from within the Community should provide the Association with an address and telephone number at which some responsible individual can be reached in accordance with procedures established by the general manager.

13. Conduct of Employees and Association Activities. All suggestions and/or complaints involving employees, policies, or operation of any facility, amenity, or activity of the Association shall be made in writing to the general manager. Under no circumstances shall the conduct of any employee be the subject of personal reprimand, harassment, or physical or verbal abuse by any Member, Resident Affiliate, or their Guests, or Tenants.

14. Complaints.

A. Filing. Any complaint requiring the action of the Board or dealing with another Member or Resident Affiliate must be made in writing and filed with the general manager, in accordance with policies and procedures established by the Board. Appropriate forms are available through the Administrative Office or Security.

B. Investigation of Complaints. The general manager or Security will investigate any alleged Violation of the Declaration, the Bylaws, and these Rules and Regulations or unusual events reported.

15. Member Relations with Employees. Employees of the Association shall not be requested to perform special errands or other duties. The tipping of employees of the Association for services rendered in the performance of their duties is prohibited except for golf cart attendants and food and beverage servers.

16. Private Use of Association Employees. The use of Association personnel, during working hours, or Association vehicles and equipment for private endeavor is prohibited, except as provided for and approved under procedures established by the Board. The use of Association personnel, after working hours, is a matter between the individual employee and the Member.

17. Suspicious or Unusual Events. Any suspicious or unusual event should be reported to Security. This includes suspicious individuals, storm damage, washouts, injuries, sudden serious illness, and similar events. Incidents involving violations of criminal law, including but not limited to breaking and entering, theft, burglary, reckless behavior, endangerment of property or Persons, should be reported by calling 911, with a follow-up call to Security.

18. Fires. All fires should be reported immediately to the Transylvania Emergency Communications number of 911. The caller should give their name and street address.

19. Emergencies. During times of an emergency situation, only telephone calls of an emergency nature should be made to Security as the service of these personnel is essential. All Members and Resident Affiliates will be requested to cooperate with this procedure.

20. **Loss or Damage of Personal Property.** The loss of or damage to articles of personal property in any area or amenity or facility of the Community is in no way the responsibility of the Association.

21. **Purchase of Association Lots.** Any Association employee and/or Board member who wishes to purchase an Association Lot, either directly or through a third party, is limited to purchasing Lots that have been publicly listed for sale for at least three (3) months.

22. **Flags.** A maximum of two (2) flags may be displayed on any Lot. Flags shall measure no larger than three feet by five feet (3' x 5'). No such flag shall be located so as to create a potentially unsafe situation. Obscene illustrations and profanity are specifically prohibited. Flags must be attached to a wall-mounted or free-standing flagpole obtained from a commercial source, subject to A&EC approval.

Article V
TENANTS

1. **Rental or Leasing of Lots.** The rental or leasing of Lots is covered by Article XVIII of the Declaration of Restrictive Covenants, and in addition is subject to the following conditions:

A. **Standing.** Members who rent their property must be in good standing.

B. **Subleasing Prohibited.** Housing Units may not be rented as subleased property.

C. **Rental Forms.** A "Tenant/Guest Registration Form for Connestee Falls Residence" must be submitted to the Association's administrative office by every Member who rents, leases, or intends to rent or lease an Improved Lot for any period of time. The required time for submission of this form is stipulated in the Declaration. Failure to do so may subject the Member to a fine under the provisions herein below.

2. **Execution of Rental Agreements.** Only the Member or an agency that is under contract to manage such property for the Member is authorized to execute a rental agreement for property in the Community. A letter from the Member naming the agent authorized to rent their property must be attached to the "Tenant/Guest Registration Form for Connestee Falls Residence" and on file at the Association's administration office.

3. **Submission of Rental Agreements.** A copy of the rental agreement (with rental costs blacked out) must be submitted to the Association administration office, along with a completed "Tenant/Guest Registration Form for Connestee Falls Residence" and the applicable Tenant fee a minimum of three (3) days in advance.

4. **Registration Fee.** A registration fee will be charged for each Tenant. An Immediate Family Member is exempt from additional registration fees. Registration fees are established by the Board on an annual basis. All Tenants will pay applicable fees in advance for the period of their occupancy.

5. **Tenant Cards.** Tenants will be issued a card which will include a termination date. The issuance of a card shall be construed as a revocable license to enter Connestee Falls during the period of the rental agreement.

A. **Uses of Tenant Card.**

(1) The Tenant's card authorizes the issuance of a vehicle bar code for vehicles of long term rentals or a pass to be suspended from the rear view mirror or prominently displayed in the case of short term rentals of less than one hundred and eighty (180) days duration.

(2) The card also authorizes use of the Connestee Falls Amenities and facilities upon payment of any applicable user fees. Tenants are not allowed to charge on a Connestee Falls account. Payment may be made by cash, check, or credit/debit card accepted by CFPOA.

B. Refund or Transfer of Fees. Registration and other fees are non-refundable and non-transferable except as approved by the general manager.

6. Responsibility for Tenant Fees. The Member shall be ultimately responsible for the payment of all applicable Tenant fees. The Member shall also be responsible for the payment of penalties or other charges levied upon the Tenant and not paid by the Tenant.

7. Tenant Violations.

A. Notice of Violation. Should the Tenant, or a member of the Tenant's household, or any of the Tenant's Guests violate the provisions of the Articles, Declaration, Bylaws, or these Rules and Regulations, the general manager of the Association shall notify the Member in writing and may request the Member to evict the Tenant within forty-five (45) days of such written notice.

B. Failure to Evict. If the Tenant is not evicted within forty-five (45) days after the Member has been requested to do so, each day of a Tenant's occupancy thereafter may constitute a separate and distinct Violation of this regulation and may subject the Member to a penalty for each day of continued Violation.

C. Alternative to Eviction. In lieu of eviction, and at the sole discretion of the general manager, an alleged Violation may be referred to the Judicial Committee for disposition in accordance with provisions herein below.

Article VI
USE AND MAINTENANCE OF PRIVATELY OWNED PROPERTY

1. General.

A. Compliance. All Lots and Parcels within the Community are subject to the provisions of the Declaration, the appropriate Supplemental Declaration, the Articles, the Bylaws, and these Rules and Regulations. In the event any recorded documents for the Association benefiting the Members or residents within the Community provide for more stringent standards of use and/or maintenance, the more restrictive standards shall apply.

B. Offensive or Noxious Activities. No activity which may be considered offensive or noxious shall take place on or within any Lot or Parcel.

C. Limits on Use of Property and Resident Offices or Studios. No part of any Lot or Single Family Housing Unit shall be used for purposes other than housing. A Housing Unit may be used in part as a resident's office or studio, provided that the activities conducted therein do not interfere with the quiet environment or comfort of any other resident and do not increase the normal flow of motorized or pedestrian traffic into or out of the Community.

(1) Use of Commercial Vehicles. No commercial vehicle used in conjunction with an office, studio or other business may be visible on a Lot or on road or road rights-of-way in front of such Lot, except for loading and unloading or other temporary needs.

(2) Classification of Commercial Vehicles. The commercial classification includes construction vehicles or machinery, trailers, vans and trucks larger than one-half ton capacity.

2. **Signs.** All signs, billboards or advertising structure of any kind are prohibited. Home identification, safety notifications, and builders' signs may be excepted by the A&E Committee.

A. **For Sale Signs.** The only sign approved for placement on an improved or unimproved Lot to indicate for sale is the following – a 2" x 4" x 36" (two inches by four inches by thirty-six inches) high painted sign (a light green) with a point cut on the end to be driven into the ground. Stenciled in black will be one (1) telephone number. The Association maintenance department will make the signs and sell to Members or realtors at cost. The sign will be placed inside the property lines at or near the center of the Lot corner facing the road giving access to the property. Sign post installation shall be the responsibility of the Member's agent. No Association personnel will locate Lot corners or place any sign on privately owned Lots. Association personnel will place signs on Association-owned Lots at the direction of the general manager.

B. **Construction Signs.** Construction signs that comply with the provisions of Article XVII may be permitted.

3. **Maintenance of Improved and Unimproved Lots.**

A. **Responsibility for Maintenance.** Each Member shall be responsible for the maintenance of the Member's Lot and any Improvement thereon, and shall remove therefrom fallen trees, limbs, trash, or other unsightly objects regardless of their source, as well as any tree which may be in danger of falling on a public road or neighboring property.

B. **Removal of Dead Trees on Unimproved Lots.** A Member may remove dead trees that are a threat to other trees and vegetation on a Lot. Dead trees, fallen trees, limbs, trash or other unsightly objects shall be removed using the least destructive method available.

C. **A&EC Consent.** No tree over three inches (3") in diameter measured four and one-half (4.5) feet above the ground may be cut or removed without the prior consent of the A&EC.

D. **Drainage Ditches and Swale Maintenance.** Members shall keep drainage ditches and swales located on their Lot free and unobstructed and in good repair and shall provide for the installation of such culverts as may be reasonably required for proper drainage.

E. **Outside Clotheslines.** Outside clotheslines are not permitted.

F. **Parking of Recreational Vehicles.** Guests of Members and Resident Affiliates may park their recreational vehicles and boats in a designated area for a period of time as stipulated by the general manager. Members, Resident Affiliates, Guests, and Tenants may take their recreational vehicles and boats to their Housing Units for loading and unloading, with prior notification of Security, for a period not to exceed forty-eight (48) hours.

G. **Construction Trailers.** Contractors' construction trailers may be parked on the Lot where a Housing Unit is under construction, with prior written approval of the A&EC.

H. **Tents and Camping.** Tents and overnight camping shall not be permitted on any Lot.

I. **Lots Adjacent to the Golf Course.** Members whose Lots are adjacent to the golf course shall permit the entrance upon their Lots for retrieval of golf balls.

J. **Recreational Vehicles.** Owners of campers, utility trailers, boats and boat trailers may take their vehicles to their Housing Units for a period not to exceed forty-eight (48) hours for the loading and unloading with prior notification of Security. These items must be long termed parked in a garage or at parking area provided by the Association for a fee.

4. Household Pets.

A. Animals Other than Household Pets. No animals shall be kept or maintained on any Lot, except the usual household pets, not to exceed three (3), which shall be kept confined so as not to become a nuisance.

B. Commercial Use of Animals. No animals shall be kept, bred, or maintained for commercial purposes.

C. Licensing and Control of Pets. All household pets must meet County and State requirements as to licensing, rabies, inoculations, etc. When not on its owner's Lot, each household pet must be accompanied by a responsible individual controlling the animal by leash. If found running loose, any household pet may be picked up by Security or the appropriate County officials. The pet owner shall pay to the Association a charge, to be determined by the Board.

D. Pet Nuisance Prohibited. No household pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. Pet owners are required to pick up after their pets and to properly dispose of waste material.

E. Violations. If the animal becomes a nuisance or is found in violation of these Rules and Regulations, the pet owner shall be given a written notice to correct the problem. If not corrected or upon repeated Violations, the pet owner, upon three (3) days' written notice, may be required to permanently remove the animal from within the Community.

F. Compensation. The Member shall compensate any individual hurt or bitten by any household pet of the Member or visiting the Member, and shall hold the Association harmless from any claim resulting from any action resulting from the household pet of the Member, Resident Affiliate, Tenant, or Guest of the Member.

5. Architecture and Environment Control:

A. Improvements. All Improvements constructed or placed on any Lot or Parcel and any changes to existing Improvements must first have the written approval of the Architecture and Environment Committee, as provided in the Declaration, the Supplemental Declaration, and the Rules and Regulations.

B. Violations. Violations of the Declaration, the Supplemental Declaration, or these Rules and Regulations and any unkempt or hazardous condition shall be reported to the general manager. The general manager shall immediately notify the Member so that correction may be made. If, after a reasonable time, as determined by the general manager, correction has not been made, the Association may do the necessary work, and charge the Member for time, material and administrative expense.

6. Guest/Tenant Procedures.

A. Member Responsibilities. Members who rent, lease, or allow others to use their property or the various facilities and Amenities to which the Member is entitled shall be responsible for compliance with the Declaration, the Bylaws, and these Rules and Regulations by their Guests and Tenants. The Member shall be responsible for providing Guests and Tenants with a copy of these documents and for informing them that they are subject to and are obligated to observe the provisions of these documents.

B. Payment of Fees. If the Guests or Tenants are authorized to use the various facilities and Amenities of the Association to which the Member is entitled, the Guest, Tenant or Member must pay the required fees, as established by the Board.

C. Written Notice of Violations. Written notice shall be given to the Member of property of each Violation committed by the user of the property of the Declaration, the Supplemental Declaration, the Articles, the Bylaws, and these Rules and Regulations, at which time the Member may be directed by the Association to evict the Guest or Tenant for Violation(s).

D. Responsibility for Violations. Whether or not the Member is directed by the Association to evict the Guest or Tenant, the Member shall be held directly responsible for the second and every subsequent Violation by the Guest or Tenant of the Declaration, the Supplemental Declaration, the Articles, the Bylaws, and these Rules and Regulations.

E. Eviction of Guests or Tenants. After the Association directs the Member to evict the Guest or Tenant such Member shall cause eviction within forty-five (45) days from the date of written notice as provided above. Upon failure of the Member to evict the Guest or Tenant within said forty-five (45) days, each day of occupancy thereafter shall constitute a separate and distinct Violation of these Rules and Regulations subject to Assessments and/or penalties for each day thereof.

7. Private Property and Easements.

A. Easements on Lots. The areas of any Lots affected by an easement shall be maintained continuously by the Owner of such Lot, but no structure, plantings, or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the purposes set forth in the Declaration as shown on the Plat.

B. Right of Ingress and Egress. The right to ingress or egress to the extent reasonably necessary to exercise such easements is reserved only for those specifically provided for in the Declaration or shown on the Plat as they are from time-to-time recorded. The use of any easement by those not specifically provided for is prohibited.

C. Trespass. All Lots and Parcels in the Community are private property and no trespassing is permitted without the consent of the Owner, except as provided in the Declaration.

8. Maintenance of Berms on Lakefront. Owners of lakefront property containing berms are responsible, on their lakefront property, to: maintain and trim small growth, leaving adequate separation between plants; trim grass during the growing season; and periodically inspect berms to report sewer line leakage or other concerns. Vegetation improvements are considered landscaping and should be approved by the A&EC as provided herein below.

Article VII
VARIOUS ACTIVITIES AND AMENITIES

1. Use of Facilities and Amenities. Only Members in good standing and their Guests and Tenants, Resident Affiliates, and their Guests, employees of the Association and their families, and those provided for in contracts with the Association are permitted to use the various facilities and Amenities of the Association.

2. Compliance with Governing Documents and Rules and Regulations. Members and Resident Affiliates are responsible for compliance with the Declaration, the Bylaws, and these Rules and Regulations by their families, Guests, and Tenants, and are responsible for any injuries, accidents, and/or damage resulting from activities of their Immediate Family.

3. Identification. Anyone using the various facilities and Amenities of the Association may be required to show their current Membership card or proper identification as required by the Association prior to

using the various facilities and Amenities. All Assessments, fees, and other charges must be current prior to use of the various facilities and Amenities.

4. **Fees.** Fees for the use of the various facilities and Amenities shall be determined by the Board and must be paid to the Association or its representative prior to use of the facilities and Amenities.

5. **Responsibility for Damages.** The Association will not, under any circumstances, be responsible for damage, theft, or loss of articles belonging to any individual while on the property.

6. **Damage or Destruction of Association Property.** Any damage or destruction of any property owned or leased by the Association caused by a Member, Resident Affiliate, their families, Guests, or Tenants, shall be repaired or replaced at the expense of that Member or Resident Affiliate.

7. **Hours of Operation.** The schedule of operation and the opening and closing hours for the use of the various facilities and Amenities shall be announced by the general manager for each season and shall be posted by the Association.

8. **Large Groups.** The use of various facilities and Amenities by large groups must be approved in advance by the general manager and shall not normally be scheduled to conflict with the Privileges of other Members.

9. **Special Occasions.** Special short-term rules may be made by the general manager for special occasions and shall apply to all Members, Resident Affiliates, and their Guests.

10. **Emergency Notifications.** All emergencies and accidents shall be reported to Security as soon as possible after the appropriate emergency unit has been contacted.

11. **Application of Rules and Regulations.** The above Rules and Regulations apply to the use of the various facilities and Amenities of the Association and are in addition to specific rules and regulations covering a specific area which are included in these Rules and Regulations or posted by the Association in a specific area.

Article VIII
COMBINATION OF LOTS

1. **Combination of Lots.** The general manager will have the authority to allow contiguous Lots to be combined.

2. **Owner Responsibility.** The Owner must pay for deed preparation and any legal fees.

3. **Lot Separation.** The Owner must sign a document stating they will not separate Lots in the future. This statement must also be included in the deed as a restrictive covenant.

4. **Fee for Contiguous Lots.** The Owner must pay the Association the current fee for each contiguous set of Lots absorbed. This will not be refundable.

5. **Payment of Assessments.** The Owner will be required to pay one unimproved Assessment as soon as the Lots are combined or one improved Assessment within six (6) months after the building permit is issued or upon final inspection, whichever occurs first.

6. **Association-owned Lots.** Contiguous Association Lots that could be involved in combinations will be evaluated prior to sale by the general manager. The general manager will have sole discretion to have the combined Lots appraised prior to sale.

7. **Form.** The “Connestee Falls Lot Combination Application” form will be used for approval.

8. Improvement of Combined Lots. Only a single Housing Unit shall be built on contiguous combined Lots.

A. Detached Garages. A detached garage must be located in close proximity to the Housing Unit with a complimentary exterior appearance and is subject to approval by the A&EC.

B. Unattached Guest Housing. An unattached Housing Unit for guests is not allowed.

Article IX
USE OF THE CLUBHOUSE

1. General.

A. Number of Guests and Extension of Privileges. Members, Resident Affiliates and Tenants are not restricted to the number of Guests they may have in the Clubhouse, provided reservations have been made when such are required. Guests cannot extend Guests' Privileges to other Non-Members. No Member or Resident Affiliate may extend Privileges which differ from those he/she possesses as a Member or Resident Affiliate.

B. Behavior. Proper decorum must be observed in all areas of the Clubhouse and premises. Loud, profane, or offensive language will not be permitted. Members and Resident Affiliates are responsible not only for their own conduct and that of all members of their Immediate Family, Guests, or Tenants.

C. Removal of Association Property. Property of the Association must not be taken from the premises under any circumstances, except with the express consent of the general manager.

D. Pets. No pets, with the exception of service animals, are allowed in the Clubhouse. Pets must be kept on a leash at all times within the area of the Clubhouse.

E. Parking. All individuals are required to use the designated parking lanes and comply with "NO PARKING" and directional signs in order to expedite traffic movement.

F. Kitchen Entry Prohibited. No one is allowed to enter the kitchen area except by special permission of the management.

G. Reservations. Club functions may be attended only when prior reservations have been made, when required. Reservations will not be held for seating in the Restaurant for longer than fifteen (15) minutes past the specified time.

H. Table Arrangements. Table arrangements will be made by the management, and no one will attempt to change arrangements made by the management.

I. Smoking Prohibited. The Clubhouse is a non-smoking facility. E-cigarettes and smokeless tobacco are likewise prohibited.

2. Dress.

A. Proper Dress Required. Members and Resident Affiliates are responsible for their dress and for the proper dress of their Guests, including members of their Immediate Family. In the Overlook dining room and banquet areas, proper dress for men is slacks, walking shorts, shirt with a collar, and footwear. Proper dress for the ladies is slacks, dresses, walking shorts, appropriate tops and footwear. Inappropriate attire is tank tops, gym shorts, tee shirts, bathing suits without a cover-up and flip flops. In the Grill, proper dress for both men and women is the above plus casual workout clothing, tee shirts and tennis attire.

B. Denim Permitted. Non-tattered denim is permitted in all areas of the Clubhouse.

C. Denim not Permitted. Denim is not permitted on the golf course, driving range, or practice greens at any time.

D. Appropriate Dress Determination. The Clubhouse manager shall make the final determination on whether a Member or Guest is appropriately dressed for the time of day and club venue.

E. Personal Articles. Upon entering the Clubhouse, individuals should deposit hats, overcoats, umbrellas, or other articles in the cloak room or appropriate location. The Association will not, under any circumstances, be responsible for lost or missing articles in the Clubhouse or on the property. The finder of any lost article is requested to leave it with the management.

F. Bathing Suits. The wearing of bathing suits in the Clubhouse will be allowed only on the lower level and then only for going to and from the appropriate locker room. Bathing suits, with an appropriate cover up and flip flops, may also be worn when picking up to go orders from the Grill.

3. Lounge.

A. Minimum Age. No one under 18 years of age will be allowed in the Lounge, unless accompanied by an adult.

B. Alcoholic Beverages. Special rules and regulations governing the possession, storage, and use of intoxicating liquors on the premises will be posted, and all Members, Resident Affiliates, Guests, and Tenants must comply with these requirements.

4. Community Events.

A. Scheduled Meetings. Regularly scheduled meetings and activities at the Clubhouse will be published by the general manager.

B. Other Community Activities. Other activities of a Community nature may be held at the Clubhouse by prior arrangements with the general manager provided such arrangements do not conflict with Club functions or the Privileges of other Members.

5. Private Functions.

A. Arrangements for Functions. Members, Resident Affiliates, or Non-Members who desire to have a function at the Clubhouse may do so by making special arrangements with the Clubhouse manager, provided such arrangements do not conflict with club functions or the Privileges of other Members. Fees for such use will be paid by the Member, Resident Affiliates or Non-Member, as established by the Board.

B. Conduct of Guests. Members and Resident Affiliates are responsible for the conduct of their Guests at functions, and all rules and regulations of the Association must be observed.

C. Catering Services. All catering services for functions shall normally be purchased through or from the Association, except as authorized by the general manager.

6. Wellness Center. The following rules and regulations shall apply to the use of the Association's wellness facilities, including the Wellness Center and other exercise areas within the Clubhouse:

A. Minimum Age. Wellness Center members must be 18 years or older. Children under the age of 14 are not permitted in the Fitness/Wellness Center. Children age 14-17 must be accompanied by a responsible adult member age 21 or older.

B. Use of Log. All Wellness Center members should sign in and out on the log provided.

C. Proper Attire. Wellness Center members must wear appropriate workout attire to include soft sole shoes (tennis, running, or cross training type) and workout type clothes (sweat shorts or pants, tee shirts or sweatshirts). Bathing suits and tank tops are not permitted.

D. Food and Drink Prohibited. Chewing gum and the use of alcoholic beverages or any type of tobacco is prohibited while using wellness facilities. No food or drink is permitted in the area except for personal unbreakable water bottles.

E. Electronic Devices. All electronic devices should have individual earphones played at a volume that cannot be heard by other members. We also ask that Wellness Center members please be considerate of other members when changing television stations and step outside for their cell phone usage.

F. Time Limits for Equipment Use. The time limit on each piece of cardiovascular equipment (treadmills, elliptical trainers, and bicycles) is thirty (30) minutes. A waiting list is posted on each piece of cardio equipment.

G. Repetitive Sets. Members doing repetitive sets on the circuit should vacate a piece of equipment between sets when others are waiting and return to the circuit when ready to resume another set.

H. Perfume or Cologne. Perfume or cologne should not be worn while using the facilities.

I. Care of Center. It is the responsibility of all Wellness Center members to keep the Wellness Center clean by using the refuse containers provided and to report faulty equipment to the supervisor. Members should bring their own towel to wipe off equipment after use.

Article X
USE OF THE GOLF COURSE AND RELATED FACILITIES

1. General.

A. Application. These rules and regulations shall apply to the golf course, driving range, practice bunker, putting greens, locker rooms, and Golf Shop.

B. Fees. Fees for the use of the golf course and related facilities shall be determined by the Board and must be paid to the Association or its representative prior to use of the facilities. Greens fees may be paid annually or daily.

C. Collection of Fees. The Golf Shop shall collect all greens fees, golf cart fees, and other daily fees for the Association. Rain checks will be issued under conditions and terms posted and approved by the Board. Local checks are accepted and must be made payable to CFPOA.

D. Registration. All players must register in the Golf Shop prior to beginning play and have a golf bag and a set of clubs.

E. Outside Events.

(1) Tee Times. Outside events of eight (8) or more people who wish to use the golf course must acquire a tee time by calling 828-885-2005. The event may not exceed two (2) days duration and can be scheduled only after payment of a deposit to be determined by

the head golf professional. No outside event may be scheduled in conflict with regularly scheduled Golf Member events.

(2) Food and Beverage. Food and beverage requirements for outside groups will be provided by the Overlook Clubhouse with no exceptions other than for events held at Atagahi Park.

F. Alcoholic Beverages. No alcoholic beverages will be brought to the golf course by individuals and/or outside groups for consumption on the golf course and related facilities without permission of the general manager; no personal coolers are allowed.

G. Guests. All Members and Resident Affiliates may take as many Guests to the golf course as they wish. Those having more than three (3) Guests for any one (1) day are required to make arrangements in advance through the Golf Shop to ensure that they can be accommodated. If the Member or Resident Affiliate is not present, prior arrangements for Guests must be made each time with the Golf Shop in person or by telephone. Telephone requests may be confirmed by the Association by return call to the Member or Resident Affiliates. Blanket Guest Privileges are prohibited.

H. Tournament Programs. The official tournament program and any changes in the tournament program must be approved by the general manager and the head golf professional. This, however, does not restrict informal tournaments between Members and their Guests, if such tournaments do not restrict (or interfere with) normal play or activities planned for regularly scheduled Ladies' and/or Men's Days. The dates, eligibility, fees, local rules, starting times, etc., will be announced for all official tournaments at the beginning of each season.

I. Start Times and Golf Carts. Starting times and reservations for golf carts may be made through the Golf Shop in accordance with procedures established by the head golf professional. Unless notice of cancellation is received in advance, the Member or Resident Affiliate shall be responsible for the full green fees and golf cart fees.

J. Age Limits and Restrictions. Children under 16 years of age are not permitted on the golf course without adult supervision or certification by the head golf professional of competency to play golf. Children under 16 years of age shall not drive golf carts. Anyone operating a golf cart is required to have a valid driver's license.

K. Prohibited Activities. The golf course shall not be used as a playground. Playing in sand traps and on fairways is prohibited.

L. Pets. No pets are permitted on the golf course, except when walked on a leash on the golf cart path during non-playing hours. Pet owners are required to pick up after their pets and to properly dispose of waste material.

M. Vehicles. No vehicles of any type, other than golf carts, are permitted on the golf course, its maintenance roads, or golf cart paths, unless operated by Association personnel.

N. Fishing Prohibited. No fishing is permitted on ponds and streams on the golf course.

O. Removal of Golf Balls. The removal of golf balls from the golf course by unauthorized personnel other than by paying players is prohibited.

P. Winter Play. Due to weather conditions and limited participation during the winter season, the golf course will be open when possible, but with certain restrictions and procedures to be announced and posted by the head golf professional.

Q. Administration of Course and Facilities. The head golf professional is in complete charge of play on the golf course and related facilities and has full authority to enforce all rules and regulations governing the use of the golf course and related facilities. The head golf professional or designee is the only individual allowed to give private fee lessons.

R. Violation and Penalties. Violations of any of the rules and regulations governing the use of the golf course and related facilities may result in the individual being brought before the Judicial Committee to answer charges. If determined guilty of the alleged Violation, the Person may be denied the privilege of using these facilities for a period determined by the Board, in addition to any Assessments and/or penalties levied by the Judicial Committee.

S. Walkers. Walking by non-golfers on the golf course is only permitted before and after playing hours and never on the greens and tees.

T. Guests. Members may invite Guests to play golf in accordance with the following provisions:

(1) Fees. Appropriate fees will be charged.

(2) Responsibilities. The Member host is responsible for acquainting Guests with Connestee Falls Property Owners Association rules governing play on the golf course.

U. Non-Golf Member Play. Members not having a golf membership may play after 1:00 p.m. Monday-Friday and anytime Saturday and Sunday utilizing the discounted Member fee. A Member not holding a golf membership that plays outside the designated times to receive a discount will be required to pay the applicable non-property owner fee.

V. Non-Golf Members in Tournaments. Members not having a golf membership may play in CFGA sponsored Tournament schedule events starting before 1:00 p.m. at the stated Member fee (e.g., Kick Off Classic, Member Guests, Family Invitational, Think Pink).

2. Schedule of Operation.

A. Golf Seasons. The summer golf season shall be from May 1 through October 31. The winter golf season shall be from November 1 through April 30. The schedule of operations for the Golf Shop will be announced and posted by the head golf professional.

B. Daily Operation. The golf course will normally remain open seven (7) days a week, with the understanding that maintenance personnel and equipment shall be given the right-of-way and opportunity to close certain areas as needed by maintenance personnel.

C. Restriction or Closure. At the discretion of the golf maintenance superintendent or designee, the golf course and related facilities may be closed for play or otherwise restricted in its use, due to ground or weather conditions.

3. Rules Governing Play.

A. Etiquette. Golf course etiquette will be practiced at all times.

B. USGA Rules. The United States Golf Association Rules of Golf will be used unless modified by local rules.

C. Local Rules. Local rules will be kept current and posted in the Golf Shop.

D. Practice on Course. No practice is permitted on the golf course by any individual, at any time, including those with Lots adjoining the golf course, other than on course lessons being given by the head golf professional or designee.

E. Beginning Play. All play will begin from #1 Tee unless different instructions are issued from the Golf Shop.

F. Foursome Play. During the regular golf season a foursome shall be the largest group playing together, except at the discretion of the head golf professional. Only one (1) player is permitted to play out of one (1) bag.

G. Practice Facilities. The putting greens, driving range, and practice bunker/chipping green are available for practice except when maintenance is being performed or when balls are being collected on the driving range. The golf course superintendent and head golf professional may close these facilities due to weather related matters.

H. Hours of Operation. The normal hours for operation of the driving range will be posted in the Golf Shop. During the hours when the driving range is open, all balls must be purchased from the Association, and no one is allowed to retrieve golf balls from the driving range.

I. Speed of Play. Approximately four (4) hours is allowed for 18 holes of golf.

4. Golf Carts.

A. Contract Signature Required. The golf cart rental contract must be signed and paid for prior to operation by the operator. However, the use of any golf cart by a Member, Resident Affiliate, or Guest implies agreement with all the terms of that agreement and these Rules and Regulations while he/she is operating or riding as a passenger, whether he/she has signed or not.

B. Liability of the Association. The Association shall not be liable for damages of any kind whatsoever, whether to an individual, to property, or to both, or for loss of time or any other loss which may arise from the use, operation, or rental of golf carts, regardless of the cause.

C. Damage to Carts. Damage to golf carts or other property resulting from operator neglect will be the responsibility of the operator and damaged property shall be repaired or replaced at the expense of that Member or Guest.

D. Minimum Age of Operation. No individual under the age of 16 will be permitted to operate golf carts.

E. Operation on Course. Unless otherwise noted, golf carts will be operated no closer than thirty (30) feet from any green, tee, or hazard. All restraining ropes will be observed.

F. Maximum Load. No more than two (2) people and two (2) bags per cart will be permitted.

G. Private Carts Prohibited. No privately owned golf carts are allowed on the golf course.

5. Dress.

A. Attire. Denim is not allowed. Regular shorts are acceptable but gym type shorts or cut-offs are not acceptable. High heel shoes and boots are not allowed on the golf course. Only soft spikes are allowed on all golfing facilities. Men are required to wear shirts with sleeves and collars, unless the shirt has an appropriate golf fashion trimmed collar.

B. Personal Articles. The Association will not be responsible for any articles placed in locker rooms.

C. Supervision of Children. Children under the age of 16 years will be under the supervision of a responsible adult.

6. Guests of Golf Members Policy. To receive the guest of Golf Member rate, the following conditions must be met:

A. Golf Member Play. The Golf Member must play with their guest.

B. Maximum Non-Member Play. A Non-Member of the Community may play the golf course as an invited guest of Golf Members up to four (4) times a calendar year.

C. Prohibited Invitations. Members may not be invited guests of Golf Members.

D. Immediate Family as Guests. Guests who are Immediate Family members may be invited seven (7) times a calendar year, however, they may only play without a Golf Member with the approval of the head golf professional.

E. Sign-in Required. All guests will be required to sign in at the Golf Shop in the guest log.

F. Tournament Play. Playing in CFGA sanctioned tournaments does not count toward the calendar year limitation on the number of times allowed per guest.

Article XI
USE OF THE LAKES AND PARKS

1. General.

A. Use. The use of the lakes, parks, and related facilities shall be on a first come – first served basis. Pavilions may be reserved in advance.

B. Parking. Parking of vehicles will be permitted only in designated areas and so as not to interfere with the activities and the movement of other vehicles.

C. Parking at Launching Ramps. The parking of any watercraft trailer or other vehicle upon, or contiguous to, any launching ramp or other public facility in any manner so as to interfere with its accessibility is prohibited.

D. Noise. No loud noises, music, etc. are permitted.

E. Closing Time. The parks close at 10:00 p.m. unless otherwise posted.

F. Public Nuisances Prohibited. No user of the parks shall commit a public nuisance. Comfort stations have been provided.

G. Pets. Dogs must be kept on leash at all times within the parks. Pet owners are required to pick up after their pets and to properly dispose of waste material.

H. Open Fires. No open fires will be permitted, except in the facilities provided for outdoor cooking and then using only charcoal fuel. All such fires must be extinguished before the user leaves.

I. Special Permits. Special V.I.P. one day Permits for Watercraft/Fishing may be issued with prior written approval by the general manager.

2. Watercraft Registration.

A. Registration.

(1) Registration with Connestee Falls. All watercraft and watercraft trailers shall be registered with Security at Gate No. 1 (Main Gate on Highway 276) prior to entering the Community. For the purpose of ease of identification the watercraft permit received at registration must be displayed on both sides of the watercraft at the bow end. The identification of the trailer permit should also be displayed on both sides of the trailer. The hull of all watercraft and the chassis top and bottom of all watercraft trailers and the undercarriage of the towing vehicle will be decontaminated at the Main Gate, by Security, prior to each entry to the Community. This will help prevent undesirable weed growth.

(2) North Carolina Registration Required. Watercraft owners must adhere to North Carolina statutes and regulations regarding boat and watercraft registration.

B. Craft and Trailers Permitted. Only watercraft and watercraft trailers owned by Members, Resident Affiliates, employees, and Connestee Falls Fire Rescue, Inc., personnel may be registered and allowed to enter the Community. Exceptions may be made by the general manager for watercraft and watercraft trailers owned by Tenants and Guests. Tenants' and Guests' watercraft shall be registered for the duration of their stay, renewable annually to coincide with fishing license issue date, and distinguishable by different pass/decal with date of issue.

C. Storage. Watercraft belonging to Persons other than lakefront Owners shall be stored in a place designated by the Association.

3. Watercraft Practices.

A. Safe Operation. No individual shall operate any watercraft in a reckless or negligent manner so as to endanger the life, limb, or property of any individual.

B. Impaired Operation. No individual shall operate any watercraft while under the influence of narcotics, barbiturates, alcohol, or other intoxicating substance or drugs.

C. Children. Children under 12 years of age may not operate any type of watercraft on any lake unless under the supervision of a responsible adult. Children under 16 years of age may not operate any type of power watercraft on any lake unless under the supervision of a responsible adult.

D. Use of Docking Facilities. Watercraft may not be brought to shore in park areas, except at the docking facilities provided or at the launching ramps.

E. Propulsion. There shall be no use of power watercraft, except electric motor driven, allowed on the lakes within the Community. Gasoline motors attached to power watercraft may be left attached, but the motor shall be in a position so as not to discharge pollutants into the water and the lower unit be wrapped in a plastic bag.

F. Use of Motors. The electric motor of any watercraft must be stopped during the pickup, loading, or unloading of an individual from the water, dock, shore, or while operator is engaged in any act of loading or transferring passengers.

G. Marine Toilets Prohibited. No marine toilet or toilet of any type shall be used aboard any watercraft launched. Watercraft shall not be used for overnight accommodations.

H. Compliance with Safety Regulations. All safety regulations of the State of North Carolina and the U.S. Coast Guard will be enforced for all watercraft used on the lakes within the Community. These regulations applicable to Connestee Falls lakes are as follows:

(1) Personal Flotation Devices. Recreational vessels must have one (1) Type I, II, or III Coast Guard approved Personal Flotation Device (PFD) (lifejacket) of a suitable size for each individual aboard, and, in addition, for vessels sixteen (16) feet or more, one (1) throwable Type IV PFD (ring buoy, buoyant cushion). Each child under 13 must wear an appropriate PFD approved by the Coast Guard, unless the vessel is not underway.

(2) Signaling. A vessel must have some means of making an efficient sound signal (e.g., horn or whistle) to signal their intentions and to signal their position in periods of reduced visibility.

I. Operating at Night. Row or paddle boats and small sailboats may display those lights prescribed by the Coast Guard for sailing a vessel, but if they do not, they shall have ready at hand a flashlight, lighted lantern, or similar device shining a white light exhibited in sufficient time to prevent a collision. Power driven vessels may carry a white light in the stern or have on board a hand flashlight in good working condition which shall be ready at hand to be temporarily displayed in time to prevent collision.

J. Accidents. An operator is required to stop and render assistance to individuals affected by an accident as may be practical and necessary in order to save them or minimize any danger resulting from the accident. An operator is required to make immediate notification to the Transylvania County Sherriff (911) and to the N.C. Wildlife Resources Commission (800-662-7137) when an accident occurs that involves a vessel or its equipment resulting in a death or disappearance of an individual from a vessel. Reporting to N.C. Wildlife Resources Commission is also required if an individual is injured and requires medical treatment beyond first aid, or if actual physical damage to property (including vessel) exceeds $2,000.00.

K. Right of Way. Navigation safety is largely a matter of boating courtesy, or the observation of the "golden rule" in marine traffic. There are, however, "rules of the road." They include: (a) Meeting – when two (2) watercraft approach each other from opposite directions "head on", each must alter course to the right to avoid collision; and (b) Crossing – when two (2) watercraft approach each other at an angle, the one on the right has the right-of-way and the other must stay clear.

L. Storage. Boats stored at one of our lake docking areas must be properly maintained and stored in the assigned location. That means keeping boats clean and free of vegetation and insects. It is especially important to keep boats free of standing water, which is a breeding ground for mosquitoes. Failure to properly maintain a boat could result in the loss of the slip.

M. Maximum Speed. Motorized craft shall not exceed a speed of 5 miles per hour (5 MPH) and shall not create a wake.

4. Fishing Regulations.

A. Member Licenses. An Association fishing license and a North Carolina fishing license are required for fishing in any Connestee Falls lake. Only individuals under the age of 16 are exempt. Association fishing licenses may be obtained from the administration office during the normal business hours of the office (closed Friday afternoon). Validity dates: May 1 through the end of April annually. Association fishing licenses must be prominently displayed on your person while fishing. Only Members, Resident Affiliates, Tenants, Association employees, and active members of the Connestee Falls Fire Rescue Inc. may purchase Association fishing licenses. Failure to produce an Association fishing license upon request shall result in its revocation; in

such case a new license will be required, with the appropriate fee. The color of the Member license will be different from the color of a Guest license and both will change annually. A special one (1) day permit for water craft/fishing for individuals or a group may be issued with the written approval of the general manager.

B. Guest Licenses. All Non-Member Guests are required to have an Association fishing license and a North Carolina fishing license; individuals under the age of 16 are exempt. The intent of the daily and weekly Association Guest fishing license is to offer fishing on an occasional basis to family and friends who are Guests of Members. Abuse of the intent of the Guest license shall result in the revocation of all Guest licenses held by the Member and prohibit future purchase of Guest licenses without general manager approval. Non-Member Guests are allowed to have a maximum of fourteen (14) days fishing per year per individual, regardless of Member sponsoring the pass and Guest license. Both types of Guest licenses must be in the possession of the host Member when not in use. The color of a Guest license will be different from a Member license and will change annually.

(1) Purchase of Guest Licenses. Members in good standing and Resident Affiliates may purchase up to three (3) daily or weekly Guest licenses at the current fees.

(2) Employees. Association employees may purchase up to two (2) daily or weekly Guest licenses with general manager approval.

(3) Purchase. Guest licenses may be purchased at the administration office during normal business hours (closed Friday afternoon).

(4) License Pick Up. Call the administration office if unable to pick up an Association fishing license during the administration office normal hours.

C. Conduct and Number of Guests. Members are responsible for their Guests' actions and compliance with Connestee Falls fishing rules; therefore, a maximum of three (3) Guests are allowed at one time.

D. Trespass and Fishing Areas. All Lots and Parcels in Connestee Falls are private property and no trespassing is permitted without the consent of the Member. Fishing areas on all lakes within Connestee Falls are indicated by posted signs. Please respect the rights of other Members and do not fish from private property without written consent of the Member.

E. License and Permit Fees. Fishing licenses and permit fees together with daily limit and size of fish will be published by the Association. All sportsmen must be ever mindful of the importance of observing our laws and reporting any alleged Violations so that we may continue to improve fishing conditions for all Connesteans and for generations to come. These regulations are based on continual studies by biologists and must be followed. Please call Security at 885-2121 to report any alleged Violations.

F. IMPORTANT. Please respect the rights of Members. Do not fish from private property without written consent of the Member. Fish in Connestee Falls lakes may be taken only with a hook and line. A net is allowed only to land a fish caught on a hook and line. No trot lines, jug, or unattended lines are permitted, and no more than two (2) lines per fisherman are allowed in the water at any one time. No gigging of frogs. Do not discard fish line or other fish equipment or trash into the lakes. Fish waste after cleaning should be disposed of in household trash.

G. Limit and Size of Fish.

LIMIT AND SIZE OF FISH		
SPECIES	**MINIMUM SIZE**	**DAILY CREEL LIMIT**
Large Mouth Bass – Lakes Atagahi, Tiaroga and Ticoa	14 inches, except two fish may be less than 14 inches*	3, but only one fish over 14 inches*
Large Mouth Bass – Lake Wanteska only	Two fish may be less than 12”	Release, unharmed, all Bass over 12 inches
Catfish	None	6
Blue Gill	None	None
Yellow Perch	None	None
Grass Carp	Do Not Catch	0
Trout	None	2
* Each angler is encouraged to harvest two Bass under 14 inches and release any 14 inches or more.		

H. Live Minnows. No live minnows may be used as bait.

I. Fish and Plant Life. Additionally, no minnows, goldfish or any other fish or plant of any kind may be put in any lake or sediment pond.

J. Violations. Any Violations of the fishing and/or watercraft regulations as written herein shall result in said offender and/or responsible Member being issued a citation requiring them to appear before the Judicial Committee where a fine may be imposed for each Violation and possible revocation of fishing license for the balance of the season.

5. Swimming Practices. All swimming at parks or elsewhere will be at the swimmer’s own risk, and notice shall be posted.

6. Dog Park.

A. Hours of Operation. Dog Park hours will be as determined by the general manager after discussion with the Dog Park Group.

B. Use of Park. Those using the Dog Park must have paid the appropriate Dog Park usage fee and have in their possession the identification tag issued by the Connestee Falls Dog Owners Group.

C. Clean Up. Pet owners must clean up after their pets and deposit waste material in the provided trash receptacle.

D. Equipment, Vaccines and Licenses. Dogs must wear a collar with identification, current license, vaccination and rabies tags attached. Choke chains, prong or spike collars are prohibited. Flat buckle collars are preferred.

E. Dog Control. Pet owners must be within visual sight and voice control of their dogs at all times.

F. Leashes. Pet owners must carry a leash with them at all times in case there is a need to gain control of their dog.

G. Puppies Prohibited. Puppies under seven (7) months of age are prohibited.

H. Dogs in Heat. Dogs in heat are prohibited.

I. Spay/Neutering. Spayed/Neutered animals are recommended.

J. Leashing Required. Pet owners must leash their dogs while entering and exiting the staging area.

K. Children. Children under 13 years of age must be accompanied by an adult.

L. Aggressive Dogs. Aggressive dogs may be prohibited from utilizing the dog park.

M. Bad Behavior. Dogs exhibiting any of the following types of behavior will be required to exit the park immediately. A propensity for dominant or aggressive behavior as indicated by any of the following types of conduct may result in suspension from the park:

(1) Unprovoked barking, growling, or snarling at people approaching the animal.

(2) Biting or scratching people.

(3) Escaping confinement or restriction to chase people.

N. Items not Permitted. Rawhides, food (dog or human), and glass bottles are not permitted in the Dog Park.

O. Smoking. Smoking is prohibited in the play area.

P. Liability. Neither the Association nor the Connestee Falls Dog Owners Group will be responsible for any damage to any individual or animal within the Dog Park. Pet owners are solely responsible for their pets and any damage caused thereby.

7. Connestee Falls Organic Gardening Club.

A. General. The club offers Connesteeans the opportunity to have a “Community Organic Vegetable Garden” within the Association area known as the Equestrian Center, and provide Community education about organic gardening. Only organic fertilizer and organic pest control are allowed. Seeds may be from any manufacturer, or personally generated from the garden.

B. Garden Characteristics. The garden consists of:

(1) Plots. Uniformed raised plots four (4) feet wide by sixteen (16) feet long, and a raised bed with a four (4) foot aisle between plots.

(2) Fence. Perimeter fenced security in an effort to keep climbing animals out.

(3) Invasive Plants. Invasive plant control from wind-blown seeds.

(4) Walk Areas. Unobstructed walk areas; with tools removed from the garden areas when the member leaves the area. Gardeners provide their own tools and remove them from the garden when they are not in use.

(5) Recycling Receptacles. Receptacles for recycling organic waste from the garden, and for trash.

(6) Water. Access to a non-potable water source.

C. Operation of the Club.

(1) Officers. Officers shall consist of a president or co-presidents, a secretary and a treasurer. The secretary and treasurer positions may be combined.

(2) Maintenance Committee. The club's maintenance committee shall handle, along with volunteers, the overseeing of the neatness and compliance. In every case, this committee's goal is to work with club members in helping them, by example, to maintain their plots within the rules. It is not the intent of this article to create problems, but to promote the general welfare and neatness of our club area. A short summary of the rules should be posted, and given to all members as they join.

(3) Ad Hoc Committees. Officers may set up ad hoc committees for special purposes as required to keep the organization functioning and the common areas (aisles and perimeters, etc.) clean.

(4) Meetings. This club will hold meetings as necessary. Officers shall be available to call a special meeting, as conditions might require. Elections and other business necessities for keeping this organization functioning, shall be held once each year, preferably after the growing season and the plots have been put to winter rest.

D. Acquiring plot(s).

(1) Founding Members. Founding club members shall have paid the initial charges for setting up the plot, and will acquire the rights to use that plot, as per above.

(2) New Club Members. New club members (members who have joined after the initial set up of the garden): These lots will be allocated upon payment of the cost of setup.

(3) Maintaining Plots. Whether personally or through surrogates (A family member living in Connestee Falls shall be deemed to be the same as the club member. A surrogate is deemed to be other than a family member, living in Connestee Falls, and may maintain a plot for an individual who is not able to do so. The surrogate has NO acquisition rights to that plot, but is simply deemed to be doing a neighborly chore. A surrogate may perform this service for one (1) year, unless approved otherwise by the Board).

E. Plot Maintenance. Plots will be weeded and watered during the growing season, and harvested as required for the particular season of the vegetable. Evidence of noncompliance will be weeds, dry soil conditions, rotting vegetables, and no evidence of fall cleanup.

F. Neglected Plots. Club members whose plots show neglect will be advised via e-mail to tend to the plot or have someone to attend to the neglect. Failure to do so will result in loss of the use of the plot. The club member shall have a right to request a re-instatement but only after the neglect has been corrected.

G. Incapacity. Should a club member be ill, a family member should advise the club, and it is recommended that the family member find someone to tend to the plot or to request that the plot be returned to the club.

H. Fallow Plots. A club member may choose to allow their plot lie fallow for a year provided weeds are removed during the entire year.

I. Lack of Use. Any plots which have not been used for two (2) years will be deemed to have been returned to the club. Evidence that a plot has been abandoned shall be weeds or no attention to fall cleanup.

J. Returning Plots to the Organization. Plots are not owned by the club members, since they are located on Common Area. Plots must be assigned by the club. No refund of the initial charge will be given when a plot is returned to the club.

K. Custodian. The club, by its charter with the Association, is only the custodian of the area for the benefit of Members, Resident Affiliates, and Tenants as available.

Article XII
USE OF THE SWIMMING POOL

1. General.

A. Sign-In Sheet. All Persons must register themselves and their Guests on the sign-in sheet before entering the pool.

B. Weekend and Holiday Use. To avoid overcrowding, only Members, Resident Affiliates, Tenants, and overnight Guests are permitted on weekends and holidays. On other days only two (2) additional Guests per Member, Resident Affiliate, or Tenant are permitted.

C. Personal Possessions. The Association is not responsible for any clothing or personal possessions stolen or misplaced in the pool area. Storage baskets are provided in the locker rooms.

D. Child Restrictions. Children under 14 years of age are not permitted alone around the pool. They must be accompanied and supervised by a responsible adult over 21 years of age. The pool attendant is not a baby sitter.

E. Cleanliness of Pool. Only children who are well potty-trained and adults without problems of incontinence are permitted in the large pool.

F. Diapers. Children who are not potty-trained must wear leak-proof rubberized diaper/panties when using the small children's pool.

G. Music Devices. Radios and CD or tape players may be used only with earphones.

H. Swimming Ability. No individual unable to swim the width of the pool unassisted may use it unattended.

I. Unattended Children. No child is to be left unattended in the wading pool.

J. Proper Attire. Appropriate bathing suits must be worn by individuals using the pool and the wading pool. Dungaree, athletic and golf shorts, cut-offs, and slacks are not permitted.

K. Rules and Enforcement. The pool attendant is in charge of the pool and will enforce all rules and regulations. The attendant has the authority to require anyone disobeying these rules, or engaging in any behavior detrimental to the enjoyment of the pool by others, to leave the pool premises.

L. Cleanliness of Water and Pool Area.

(1) Cleanliness. Swimmers must be clean before entering the pool. After the use of sunscreen or tanning oil a warm shower with soap must be taken before entering the pool.

(2) Litter and Waste. All individuals shall help keep the pool area clean and orderly by placing all litter and waste in containers provided for this purpose.

(3) Prohibited Objects. No glassware or sharp objects are permitted in the pool area.

(4) Pets. Pets are not permitted within the pool area enclosure.

(5) Smoking. Smoking is not permitted within the pool enclosure except in designated areas. This includes e-cigarettes and smokeless tobacco.

M. Safety.

(1) Pool Attendant. No unnecessary talking to the pool attendant is permitted.

(2) Diving and Prohibited Activities. No diving into the pool is permitted. No running, scuffling, dunking, horseplay, or other rough play is permitted.

(3) Rules and Regulations. All printed rules and instructions posted around the pool and orders from the attendant must be obeyed.

(4) Capacity. Pool capacity will be determined by the attendant.

N. Preference for Certain Users. Lap swimmers and aerobics classes shall have preference (but not exclusive use) at times to be determined and posted by the general manager, with input by the Wellness Committee and representatives of lap swimmers, the volunteer aerobics group and other swimmers. Preferred times means these groups have first rights to the sections of the pool they need to do their exercise while others may use the other sections of the pool.

O. Sharing of Pool. During the general swimming hours as posted by the general manager all swimmers must cooperate in sharing the pool. No group has exclusive use in using the main pool. When the pool attendant installs a lane divider for lap swimming, others in the pool must respect this area. The lane divider will not be installed during general swimming hours if there are twenty (20) or more people using the pool.

P. Equipment Prohibited. No inner tubes, air mattresses, chaise floats, or scuba gear are permitted in the pool. (Scuba equipment will be allowed only for instructional purposes by a qualified individual after regular hours with the prior approval of the general manager.)

Q. Equipment Permitted. Only foam noodles and soft rubber or plastic balls under twelve (12) inches in diameter may be taken into the pool and only with the prior permission of the attendant. Use of kickboards and fins by lap swimmers is permitted when used for the intended purpose.

R. Incident Reporting. All accidents must be reported immediately to the pool attendant.

S. Closure and Limitations of Use.

(1) Closure. The pool attendant may close the pool whenever an unsafe condition exists or appears imminent, i.e. thunder storms.

(2) Rest Period. To allow for use of the pool by adults and to provide a rest period for children, the pool attendant may require children under the age of 16 to leave the pool for ten (10) minutes each hour.

T. Private Functions.

(1) **Private Parties.** No individual may use the pool or pool area for a private party unless the general manager has previously authorized such use. A deposit is required when setting the date for the party and will be returned after party clean-up.

(2) **Conduct.** Members, Resident Affiliates, and Tenants are responsible for the conduct of their Guests at private functions, and all rules and regulations must be observed.

(3) **Fees.** Fees as established by the Board for the use of the pool and for the services of an attendant shall be paid by the host.

(4) **Food and Beverages.** All food and beverages served at private pool parties shall be purchased through or from the Association, unless otherwise authorized by the general manager.

(5) **Host Responsibilities.** The host of a private party is responsible for cleanup of the pool area immediately after the party. Pool employees will empty trash cans.

2. **Liability of the Association.** The Association is not liable for any damages to either individuals or property, or to both, or for any other loss which may arise from the use of the pool or pool area.

Article XIII
USE OF THE BOCCE COURTS

1. **General.** These rules and regulations will apply to all bocce courts within the Community.

2. **League Playing.**

A. **Box Key.** On playing day, if League box is not open, contact Bocce League coordinators. Return the key to the Bocce League coordinator when finished playing.

B. **Securing of Equipment.** Last team playing will assure all equipment is returned and League box is locked.

C. **Preference for League Players.** League players will have preference over individual play, on times scheduled for league play.

3. **Non-League Playing.**

A. **Access to Public Box.** Sign out the key for the public box at the Golf Shop. As soon as play is completed, place the equipment back in the box, lock it, and return key to the Golf Shop. Sign in the return of the key as these signatures are checked for responsibility. The reproduction of the key to the public box is prohibited.

B. **Priority for Courts.** Priority for use of the courts is established by the order in which two (2) or more players arrive to play together. The court occupied longest shall be relinquished first.

C. **Limits for Court Use.** If all courts are filled and individuals are waiting, play shall be limited to one (1) hour (except for League play). Swapping off players may not be used to avoid this rule.

4. **Children.** Children under 16 years of age must be accompanied by a responsible adult in and around the bocce courts.

5. **Use of Courts.** The courts are to be used for playing bocce only. No destructive play will be allowed.

Article XIV

USE OF THE TENNIS COURTS

1. **Application.** These Rules & Regulations will apply to the tennis courts within the Community:

2. **Attire.** Appropriate attire, including shirts and non-marking court shoes shall be worn by all players.

3. **Play of Tennis.** Persons not playing tennis are not permitted on the courts. Gates are to be kept closed at all times.

4. **Prohibited Activities.** Smoking, alcoholic beverages, breakable containers, and food are prohibited inside the fenced area. Please police the area and use trash receptacles when play is completed.

5. **Children.** Children under 12 years of age must be accompanied by a responsible adult in and around the court areas.

6. **Pets.** No pets (except service dogs) shall be permitted within the fenced area.

7. **Guest Play.** Overnight Guests need not be accompanied to the courts. Members, Resident Affiliates, and Tenants may invite day Guests providing Guests are accompanied in play by their host.

8. **Inclement Weather.** In the event earlier players have to sweep the courts, the groups following should allow the early groups an additional fifteen (15) minutes of play.

9. **Temporary Rules.** If courts are under construction, temporary changes may be made by the GM after consulting with the appropriate committee.

10. **Court Reservations and Use.**

    A. **Reservation for Doubles.** From May 1 through October 15, tennis players may make reservations for the use of the tennis courts for two (2) hour periods at times to be determined and posted by the general manager, based on recommendations from the Tennis Committee. Reservations are made by attending the weekly doubles tennis sign-up meeting at the courts at times to be determined and posted by the general manager, based on recommendations from the Tennis Committee. Only one individual from a foursome needs to attend the sign-up meeting. Court assignments will be made by a draw of cards for court selection. Only those playing doubles may reserve courts at this time. Courts not reserved at the weekly sign-up meeting may be reserved for doubles play during the following week by signing the doubles tennis register at the tennis courts. Reservations will be forfeited ten (10) minutes past the hour reserved.

    B. **Reservation for Singles.** From May 1 through October 15, tennis players who wish to play singles tennis may make reservations for the use of the tennis courts for two (2) hour periods at times to be determined and posted by the general manager, based on recommendations by the Tennis Committee. A sign-up sheet for singles play will be posted at the tennis courts. Courts may be reserved for afternoon singles play by signing the singles play sign-up sheet at the tennis courts. Reservations will be forfeited ten (10) minutes past the hour reserved.

    C. **Use of Courts Not Reserved.** Priority for use of the courts not so reserved a.m. and p.m. shall be established by the order in which two (2) or more players arrive to play together. Doubles and singles play has equal rights at this time. The court occupied longest shall be relinquished first after the players occupying the court have had the opportunity to play for two (2) hours.

    D. **Afternoon Play.** Unreserved courts are available on a first-come, first-serve basis in the afternoons seven (7) days a week year round for play, use of the ball machine is limited to one (1) hour in the event a second party wishes to use the machine.

E. Winter Tennis. From October 15th through May 1st, no court reservations are necessary. Play is on a first-come, first-serve basis at times to be determined and posted by the general manager, based on recommendations from the Tennis Committee for two (2) hour periods. Doubles tennis has priority over singles at the start of each of these periods.

11. Prohibited Activities. Use of the ball machine or baskets of balls are not allowed when others are playing on an adjoining court.

Article XV
USE OF PICKLEBALL COURTS

1. Application. The following will apply to the pickleball courts within the Community.

A. Use of Rules and Regulations. Be mindful and respectful of Rules & Regulations. They are in place to establish order, safety, and consideration of the majority and to maintain our shared facility within the Community.

B. Duties of Pickleball Committee. The Pickleball Committee is responsible for directing all activity. These members are volunteers that have agreed to take on this task.

C. Attire. Appropriate attire, including shirts and non-marking court shoes shall be worn by all players.

D. Non-Players. Persons not playing pickleball are not permitted on the courts. Gates are to be kept closed at all times.

E. Prohibited Activities. Smoking, alcoholic beverages, breakable containers, and food are prohibited inside the fenced area.

F. Children. Children under 12 years of age must be accompanied by a responsible adult in and around the court areas.

G. Pets. No pets (except service dogs) shall be permitted within the fenced area.

H. Guests. Overnight Guests of Members need not be accompanied to the courts. Members, Resident Affiliates and Tenants may invite day Guests providing Guests are accompanied in play.

I. Temporary Rules. If courts are under construction, temporary changes may be made by the general manager after consulting with the appropriate committee.

J. Conduct. Good sportsman-like conduct should be exercised at all times. No profanity or shouting are allowed. Be respectful of others.

K. Rules of Play. All pickleball play shall be in accordance with the USAPA/IFP Rules & Regulations. See www.USAPA.org for details.

2. Play of Pickleball. The following will apply to the pickleball courts within the Community:

A. Calendar for Play. Pickleball players will refer to the monthly calendar on our website www.carolinapickleball.com and play at the designated time for their level. Day and times are determined by the Pickleball Committee.

B. Pickleball Levels.

(1) Recreational. The aim of recreational pickleball is to have fun and get exercise in a non-competitive environment that provides an opportunity to meet other players of varying skill levels and to improve your pickleball skills without worry about making errors or who won or lost a point.

(2) **Competitive.** The aim of competitive pickleball is to get exercise and to advance your pickleball skills by engaging in competitive play. Players are generally those who have already mastered basic skills. Players are comfortable with balls hit at a faster speed and are interested in competing at higher levels of play.

(3) **Tournament.** The aim of tournament pickleball is to have the opportunity to hone advanced skills at the highest levels of competitive play. Players are generally those who have experience or interest in regional/state level tournaments. Players are comfortable with and welcome peer input and are open to learning tournament strategy.

C. **Duration of Play.** Designated play times are usually two (2) hours in duration.

D. **Play Time Courtesy.** During designated play time, courtesy prevails as to play on a first-come, first-serve basis.

E. **Rotational Play.** During designated play time, play is on a rotation basis. Once a game is over and the court is available, if there are people waiting to play this is protocol:

(1) If four (4) are waiting, four (4) come off, four (4) go on.

(2) If three (3) are waiting, three (3) come off, three (3) go on; and, so on, so forth.

(3) Teams will be determined by the four (4) players on the court.

F. **Entering the Court.** When entering the court, enter the gate closest to the court where you will be playing. Be mindful of game play on the adjoining court. Enter quickly between serve and play, closing the gate behind you.

G. **Arranged Play.** Arranged games (individuals wanting to play a private game) may set up a time, other than designated play time.

H. **Tournaments and Clinics.** Tournaments and clinics can be set up on a periodic basis, with approval from the standing Pickleball Committee and posted on the monthly calendar.

I. **Social Play.** Social play is for all levels playing together.

J. **Use of Ball Machine.** The ball machine is available to all pickleball players provided that you have had instruction. After you have had instruction, you will be given the code to unlock the ball machine that is stored in the storage building. Please replace it after use.

K. **Balls.** Balls are provided and should be placed into the ball sleeves after use.

Article XVI
THE JUDICIAL PROCESS

1. **Judicial Committee.** A Judicial Committee as established in the Bylaws has as its principal responsibility to determine if any Member or Non-Member should be fined or if Community privileges or services should be suspended pursuant to the powers granted to the Association by the Planned Community Act.

2. **Quorum and Decisions.** A majority of the Judicial Committee members shall constitute a quorum to conduct hearings and render decisions, except for the hearing of Class 1 traffic Violations which will be heard by at least three (3) members of the Committee. Decisions of the Judicial Committee will be by majority vote of the members present.

3. **Violations of Declaration, Bylaws, or Rules and Regulations.**

A. **Complaints.** Complaints of an alleged Violation of the Declaration, Bylaws, or these Rules and Regulations must be made in writing to the general manager.

(1) **Notice of Hearing.** The general manager will investigate each complaint. After an investigation, the general manager may attempt to reach a solution of any complaint or alleged Violation.

(2) **Referral.** Alternatively, the general manager can refer the notice of alleged Violation directly to the Judicial Committee for hearing.

B. **Violations.** For the purposes of this Article, a Violation shall include failure to obtain permit approval from the A&E Committee for work that changes the external appearance of a property or failure to comply with the requirements or limitations of an approved permit.

4. **Judicial Committee Process.** Whenever the general manager refers a complaint to the Judicial Committee, that committee shall issue a written notice of hearing on each alleged Violation of the Declaration, Bylaws or Rules and Regulations to the Person(s) or individuals involved. A single notice may set out more than one (1) alleged Violation. If a Tenant or Guest of a Member or Resident Affiliate is the violator, a copy of the written notice is to be sent to the Member or Resident Affiliate.

5. **Written Notice Contents.** The written notice issued by the Judicial Committee shall identify each alleged Violation and contain a statement of the facts on which the alleged Violations are based. Notice of the time and place for a hearing to be held before the Judicial Committee will be given.

A. **Hearing.** The hearing date must be at least fourteen (14) days after the date on which the hearing notice is mailed or the date it is delivered by a member of Security.

B. **Sufficiency of Notice.** Mailing shall be considered sufficient notice when placed in first class mail to the last address registered with the Association. The address for notice to a Tenant shall be the resident address at Connestee Falls.

6. **Board Initiative.** The Board retains the right to act on its own initiative and request the Judicial Committee to issue a notice of hearing on an alleged Violation and to review Judicial Committee decisions.

7. **Hearings by Judicial Committee.**

A. **Presentation by Alleged Violator.** The Judicial Committee will provide the alleged violator an opportunity to be heard and to present any evidence in defense of the alleged Violation.

B. **Representation by Legal Counsel.** The alleged violator may be represented by legal counsel at the hearing if he or she so elects; such representation will always be at the alleged violator's expense.

C. **Failure to Appear.** Failure of the alleged violator to appear in person or by counsel will not prevent the hearing from going forward or the Judicial Committee from rendering a decision.

8. **Fines and Assessments.**

A. **Authority.** The Judicial Committee has the authority and duty, after hearing the evidence to make a decision on each alleged Violation and, when applicable, impose fines, suspension of Privileges, issue an order to correct a Violation, or any combination of the above in accordance with the Planned Community Act.

B. **Separate Violations.** Whenever an alleged Violation of the Declaration, Bylaws or Rules and Regulations consists of a series of repetitive or continuous actions, the Judicial Committee has the right, in its discretion, to consider each act as a separate Violation and impose a separate Assessment, penalty, suspension or order for each of the Violations the Committee finds to have

occurred. Alternatively, for on-going Violations, the fine may be on a daily basis until the Violation has ceased.

C. Amount of Fines. In accordance with the Planned Community Act, fines imposed shall not exceed $100.00 per Violation or per day for each day more than five (5) days after the decision that the Violation occurs, depending on the Violation. Any fine will become an Assessment against the Owner of the Lot involved in the Violation.

9. Suspension of Rights and Privileges. An order suspending Rights and Privileges of a violator may suspend some or all of those Rights or Privileges for a specified period of time but shall never deny the Member the right of ingress or egress to the Member's property.

10. Corrective Orders.

A. Contents. A corrective order shall define the condition which must be corrected or an action which must cease and the time within which the corrective action must be completed.

B. Retention of Jurisdiction. Whenever the decision of the Judicial Committee includes an order for corrective action, it retains jurisdiction of the matter until the corrective action ordered has been completed.

C. Failure to Complete Corrective Work. The committee may impose fines on a daily basis as set forth above for every day that the corrective work is not completed after the specified completion date.

11. Form of Decisions. Each decision of the Judicial Committee will be in writing. The original is to be sent to the general manager with any minutes or findings of fact made by the committee. Copies of the decision will be sent to the violator and to any Member or Resident Affiliate involved if the violator is a Guest or Tenant.

12. Right to Appeal to the Board. A Member's right to appeal judicial decisions and the appeal process are described in the Declaration. Additionally, the Board may also remand the prior decision to the Judicial Committee with specific instructions. The Board shall deliberate and make its decision in Executive Session. Its decision shall be final.

Article XVII
ARCHITECTURE AND ENVIRONMENT COMMITTEE

1. Mission. The mission of the Architecture and Environment Committee is to preserve the natural wooded setting of Connestee Falls by ensuring that home construction and related activities have minimal impact on the environment. This mission is supported by the following A&EC responsibilities:

A. New Home Construction. Oversight of new home construction and exterior Improvement projects.

B. Appearance. Monitoring the overall appearance of Housing Units (colors, building materials, design elements, screening) for compatibility with the Connestee Falls wooded environment.

C. Vegetative Preservation. Preservation of trees and native shrubs to the greatest extent possible.

D. Firewise Program. Effective and measured actions taken by residents for preservation of community's natural environment while reducing their risks of property destruction during a wildfire.

2. Structure and Operation of the A&EC.

A. Organization.

(1) Members. The A&EC consists of five (5) regular members, including a chairperson, all of whom are appointed by the Board. Alternate members may be appointed by the Board from time to time as appropriate.

(2) Meetings. The A&EC meets every Thursday, except on holidays, in the Administration Building conference room.

(a) Three (3) regular and/or alternate members constitute a quorum to conduct business. Alternate A&EC members may be designated by the chair to vote in the absence of regular members.

(b) All meetings of the A&EC are conducted in accordance with Robert's Rules of Order, latest edition, unless in conflict with the Declaration, Bylaws, or the committee's charter.

(c) When requesting a new housing start or major renovation of an existing Housing Unit, Members and/or their contractors are required to attend the meeting at which their project application is discussed.

B. Operations. In reaching its decisions, the A&EC will review and consider all information submitted, and will visit the sites involved when necessary. In most instances, these Rules and Regulations set forth the standards and guidelines that the A&EC will use in making decisions. In some cases, flexibility in the guidelines requires A&EC members to use their best judgment in reaching a decision. When judgment is required, the A&EC attempts to balance the preferences of individual Members with Community standards.

(1) Decisions. Decisions will be made by a majority vote and communicated in writing to the Member. A formal permit will be issued for approved projects.

(2) Color Board Changes. Changes to any of the color boards must be approved by a unanimous vote of the regular members of the A&EC.

C. Variances. The A&EC may grant Variances from provisions of this document, and of the Declaration, when literal application would result in unnecessary hardship and when the granting of such a Variance would not materially harm other Members or the Connestee Falls environment. All Variances concerning common property must be approved by the Board.

(1) Informal Review. An informal review of a proposed Variance is encouraged prior to a formal request. There will be no final determination without a formal request including a site plan of the proposed structure, including all dimensions from front, side, and rear property lines.

(2) Form of the Formal Variance Request. A request for a Variance must be submitted in writing and signed by the Member. Contractors or Member's agents may not submit Variance requests, unless specifically authorized in writing by the Member.

(3) Comment Period. Members will have a two (2) week comment period from the date of the electronic posting of the proposed Variance request. All comments received concerning the request for a Variance will be considered by the A&EC. A separate copy of the request for a Variance may be provided to adjacent Owners or Owner's agent, as determined by the A&EC.

(4) **Variance Criteria.** The A&EC must determine that a request for a Variance is consistent with each of the following criteria listed below:

(a) **Purpose.** The granting of a Variance will be in harmony and consistent with the Connestee Falls governing documents and the applicable portions of these Rules and Regulations.

(b) **Financial Hardship.** The granting of a Variance will reduce additional cost for construction of a new or expanded Housing Unit or structure that would be incurred without approval of a Variance.

(c) **Impact.** The granting of a Variance will not adversely affect the Common Areas or adjacent Lots.

(d) **Special Privileges.** The granting of a Variance will not confer upon the applicant any special privileges denied to any other Member.

(e) **Views.** The granting of a Variance may be requested to allow for a specific view or views.

(f) **Driveway Grades and Safety.** The granting of a Variance will not adversely affect driveway grades, traffic or pedestrian safety, or roads owned by the Association.

(g) **Minimum Variance.** The granting of a Variance will be the minimum needed to make use of the property.

(h) **Proposed Design.** The granting of a Variance will allow use of the proposed design and layout of a structure.

(i) **Protection of Natural Resources.** The granting of a Variance will allow protection of a unique or desirable natural resource, including such items as water features, existing drainage patterns, topography, and native vegetation.

3. **Appeal of A&EC Decisions.** Members not satisfied with an A&EC decision may request in writing reconsideration by the A&EC; and, if reconsideration is denied, the Member may then appeal the decision to the Board within (thirty) 30 days of the date of denial of the reconsideration.

A. **Review.** The Board, represented by at least a quorum, may affirm, vacate or modify the prior decision of the A&EC or it may remand the prior decision to the A&EC with specific instructions.

B. **Conduct of Review.** The Board shall make its decision based on a review of the written appeal and the record only without any further hearing.

C. **Decision.** The Board shall deliberate and make its decision in Executive Session. Its decision shall be final.

4. **Violations.** The A&EC or its Inspector will notify the Contractor and the Member by phone and in writing of any alleged Violation of these Rules and Regulations or applicable sections of the `Declaration. The Member must inform the A&EC in writing of the intent to correct the Violation and the date by which the corrective actions will be completed. Normally, the Violation must be corrected within thirty (30) days of notification. However, where erosion control or other acutely dangerous Violations exist, the corrective action must be taken within twenty-four (24) hours of verbal or written notice. Failure to take corrective action and/or failure to communicate in writing with the A&EC will result in the Violation being referred to the general manager for further action, which may include a stop work order in accordance with CFPOA governing documents.

5. Inspections. Inspections will be made by the A&EC or its Inspector to confirm that any work requiring a permit is completed in compliance with the Declaration and these Rules and Regulations.

6. Projects Requiring A&EC Review and Approval.

A. General. All work that changes the external appearance of a property must have an approved permit from the A&EC before work commences. Failure to obtain a permit may result in fines and/or require that corrective actions be taken.

B. Exterior Improvement Projects.

(1) Permits. All approvals for the work described below must be obtained in writing and must be in the applicant's possession prior to beginning work. Use the "General Application Form—Exterior Improvements" to obtain permits for all exterior Improvement projects.

(2) Additional Information. For some projects that involve changes to existing structures but do not change the footprint of the existing Housing Unit, such as decks, porches, and porch enclosures, the following documents may also be required in order to obtain a permit:

(a) Two (2) copies of scale drawings (¼ inch to 1 foot) of the proposed work, including floor plan and elevations with appropriate dimensions.

(b) Two (2) copies of specifications indicating the type of materials to be used on the roof and exterior surfaces.

(c) A copy of the Transylvania County Building Permit, if required by county ordinance, properly completed by county authorities.

C. Tree and Shrub Cutting on Common Areas.

(1) Approval Required. No tree, or shrub, living or dead, that is located in Common Areas may be cut, trimmed or removed without prior written approval by the general manager.

(2) Marking and Application. Members requesting approval must clearly mark the trees or shrubs with red tape for trees to be removed and yellow ribbon for trees to be trimmed and submit a written request ("General Application Form—Exterior Improvements") to be reviewed by the A&EC and forwarded to the general manager for final review and disposition.

(3) Conditions of Approval. Approval for such a request will be contingent on the protection of native plants such as dogwood, rhododendron, and mountain laurel and must not adversely affect the appearance of the surrounding area.

D. Tree and Shrub Cutting on Private Property.

(1) Trees. The removal or pruning of any tree, dead or alive, over 3 inches (3") in diameter (measured four and one-half (4.5) feet above the ground) and located on private property, requires the approval of the A&EC. The maximum height of the remaining stump after removal shall not exceed six (6) inches.

(2) Rhododendron and Mountain Laurel. The cutting or trimming of rhododendron or mountain laurel located on private property requires the approval of the A&EC. When rhododendron and mountain laurel are approved for trimming, the plants must be

trimmed in accordance with A&EC recommendations (see "Landscaping/Tree or Vegetation Removal or Trimming Form").

(3) Topping of Trees. The topping of trees is prohibited.

(4) Palm Tree Appearance. Trees may not be trimmed to produce a "palm tree" appearance (see illustration "Landscaping/Tree or Vegetation Removal or Trimming Form").

(5) Tree Climbing. No tree may be climbed using hooks, spurs or other devices that penetrate the bark of the tree except when the tree has been approved for removal.

(6) Supervision. When approval is given to cut or trim trees, mountain laurel or rhododendron, the A&EC requires the Member to be physically present to personally supervise the work being done. With A&EC approval, the Member may appoint an agent to oversee the work, but the agent cannot be the contractor or subcontractor. The Member must notify the A&EC or A&EC Inspector within one (1) week of the work completion to allow for a final inspection by the Administrative Inspector, if such final inspection is deemed necessary by the A&EC.

E. Landscaping.

(1) Permits. Permits are required for all landscaping work that alters the exterior appearance of a home or affects water flow characteristics. Included is work that involves: drainage, retaining walls, paving and repaving driveways, walkways, lighting, fencing, extensive planting of trees or shrubs.

(2) Screening. To minimize the impact of houses on the natural wooded environment, screening of all new Housing Units with planting materials is required. The preservation of existing native plants is encouraged whenever feasible, but additional materials may also be needed to provide adequate screening.

(a) Screening Not Installed. If adequate screening is not installed within six (6) months after completion of new construction or addition, the A&EC shall contact the Member regarding installation of adequate screening.

(b) Landscape Plan to be Submitted. The Member shall be allowed six (6) months for submission of a screening plan and installation of required plant materials and any related exterior Improvements. The A&EC will give due consideration to the wishes of Members to create or maintain views of mountains, lakes, golf course, etc. in developing a screening plan.

(3) Drainage. For any construction work that disturbs the natural flow of water or exposes the soil, the Member/builder must provide for adequate drainage by swale, piping, rip rap, culvert, or other suitable means. Care must be taken to protect adjacent property and to direct flow to natural water courses. When deemed appropriate and prior to approval of the permit application, A&EC may request an erosion control plan as hereinafter described.

(4) Invasive Plants. Landscape plans shall not include invasive plant varieties that threaten the native flora. A list of invasive plants that will not be approved is indicated in the "Landscaping Handbook for Connestee Falls."

F. Painting or Staining.

(1) Permits. A permit is required for exterior painting or staining of both new and existing Housing Units.

(2) Housing Unit Colors and Stains. A board illustrating the range of acceptable colors for exterior paints, solid stains, and vinyl siding is on display at the Administration Building. A separate board indicates the color range that is acceptable for transparent and semi-transparent stains. These earth tone colors have been selected to blend into the environment and to avoid sharp contrasts that draw attention from the environment. Medium to darker shades are emphasized because they are less obtrusive than very light colors. The following are not acceptable:

(a) White or any color lighter than shown on the color board.
(b) Primary colors, such as blues, reds, or yellows, and very bright colors in general.
(c) High contrast color schemes.
(d) Highly reflective paint finishes such as gloss enamel or epoxy paints.

(3) Application of Guidelines. The guidelines described above are applicable to new Housing Units and for repainting existing homes. Unless otherwise provided herein, any repainting or re-staining must be consistent with the approved color boards for paint and for any transparent, semi-transparent or non-transparent stain. Samples of the board colors are available at the administration office for take home review.

(4) Exceptions.

(a) Repair of Physical Damage. If an existing Housing Unit suffers physical damage, to an extent of twenty-five percent (25%) or less of painted or stained area of the entire Housing Unit, that requires repainting or re-staining as part of the repair, the damaged portion may be painted or stained to match the existing Housing Unit's color even if that color is not consistent with the applicable color board. For the purposes of this section, physical damage shall include damage resulting from a falling tree or large branch, hail, lightning strike, earthquake, fire, explosion, or similar singular event. Normal wear and tear processes associated with aging, lack of or incomplete maintenance, normal deterioration or similar long term effects do not qualify as physical damage.

(b) Additions. An addition to an existing home that comprises less than one-third (1/3) of the exterior wall surface area of the existing structure may be painted or stained to match the existing Housing Unit's color, even if that color is no longer acceptable.

(i) Larger additions require that the entire new structure (original Housing Unit plus addition) be painted or stained in accordance with the current color requirements.
(ii) Exterior wall surface area is calculated by multiplying the measured perimeter times the estimated height (one story-eight feet; two story-sixteen feet).
(iii) Garage doors are excluded from the calculation but windows and other doors are included.

(5) Trim and Shutter Colors. Members may use only acceptable exterior colors or stains to paint trim and shutters. In addition to use of an approved siding color, a maximum of two (2) colors may be used to paint trim and shutters. For physical damage repairs refer to "Exceptions," herein above. High-contrast combinations will not be approved.

(6) **Foundations.** Stuccoed concrete block walls or poured concrete walls that extend above grade shall be painted the same color as the siding on the Housing Unit or match a trim color if the contrast is not too great.

(a) For log, brick, or stone Housing Units or those having natural wood siding, the color of the foundation should match; however, there may be situations where a darker color foundation color may be required by the A&EC.

(b) On new Housing Units, tinting the finishing material (stucco) is an acceptable alternative to painting. Stucco on concrete block walls must conceal the block pattern.

(c) Poured concrete walls must have surface treatment to conceal form patterns and present a smooth surface.

(7) **Front Door.** Members may use any acceptable exterior color for their front door. Approval of other colors may be given by the A&EC provided that they are not excessively bright or incompatible with the exterior Housing Unit colors.

(8) **Windows.** The colors of window units (frames, casements, and mullions) shall match or be very close in color to one of the colors chosen for the Housing Unit or trim. Windows that must be replaced due to physical damage may be replaced with the same color as the original window when covered by a product warranty.

(9) **Roof Protrusions.** Chimney caps, roof vents, and other roof protrusions must be painted black, dark brown, or match the color of the roof.

(10) **Enclosed Porches.** Glass or vinyl window systems used to enclose a porch must conform to the exterior color requirements. Materials that may be available in only non-compliant colors shall be painted to achieve compliance, unless the Member presents evidence of a potential warranty voidance. The roof of a screened or enclosed porch must match the roof of the Housing Unit.

(11) **Decks.** Decks must be left natural or painted/stained consistent with the approved color boards. Decks constructed using composite materials must be consistent with the approved color board. For physical damage repairs refer to “Exceptions,” herein above.

(12) **Docks.** Docks must be left natural or stained in one of the acceptable transparent/semitransparent stain colors.

G. **Antennas.** Radio and TV antennas must be mounted on the roof, attached to the chimney, or to the side of the Housing Unit. The complete antenna may not extend more than fifteen (15) feet above the highest roof peak. Tower-mounted antennas require A&EC approval.

H. **Satellite Dishes.** Small inconspicuously placed ground or house-mounted satellite dishes do not require A&EC approval unless tree or shrub removal is required.

(1) **Ground-Mounted.** For ground-mounted dishes the Member is required to notify the A&EC subsequent to installation so A&EC may inspect the installation. Screening may be required.

(2) **Location on Common Property.** Unless a Member can demonstrate that no other site will provide acceptable service, satellite dishes shall not be located on common property. If located on common property, approval of the specific location by the general manager is required.

I. Exterior Lighting.

(1) Height. Post, pole or tree mounted light fixtures greater than seven (7) feet in height, as measured from the ground level to the top of the light fixture, require A&EC approval.

(2) Operation. All exterior lighting must be controlled by a timer or a manually-operated switch and must be turned off after 11:00 p.m.

(3) Spotlights. Spotlights and floodlights may not be used in any manner that disturbs other Members. Spotlights and floodlights may not be directed towards any public road or any Lot other than the one on which it is placed.

(4) Holiday Lighting. Exterior decorative holiday lighting is permitted during the holiday season (beginning on Thanksgiving Day) but must be turned off by 11:00 p.m. and removed no later than January 31.

(5) Lumen Levels. The lumen levels indicated below are applicable to shielded lighting only, i.e. the actual lamp is not visible outside the perimeter of the Member's property. For unshielded lighting, the lumen limits are reduced by fifty percent (50%).

(6) Driveway or Walkway. Lights aligning a driveway or walkway must be located between the Housing Unit and the Lot line and must use bulbs providing no more than 800 lumens per fixture for driveways and 500 lumens per fixture for walkways. Lights must be no higher than twenty-four (24) inches and not less than twelve (12) feet apart for driveways and six (6) feet apart for walkways. Solar-powered lights are exempt from this spacing requirement.

(7) Spotlights or Floodlights. May not exceed 1600 lumens.

(8) Dock Lights. Light fixtures on docks may not exceed a total of 800 lumens per dock.

(9) Post, Pole, or Tree-mounted Lights. Limited to lamps that provide no more than 800 lumens per fixture.

J. Fences. The installation of fences along property lines is discouraged. Fences used for landscaping, screening, or containment or exclusion of animals must adhere to the Connestee Falls concept of a natural, wooded environment, and should not be obtrusive.

(1) Materials. Split rail or similar style wood fencing with green, black, or brown covered wire or other fencing materials—such as coated chain link, pickets, PVC-coated hex mesh—are considered appropriate for animal containment or exclusion.

(2) A&EC Approval. Approval of the proposed fence with the location, height, and material to be used, will be considered on an individual basis by the A&E Committee.

K. Docks.

(1) Permits. Construction of docks, piers, and other similar structures on the shore of any Connestee Falls lake requires A&EC approval with respect to both location and design. Review will include the impact on views from the lake and from nearby Housing Units. Boat maneuverability and space considerations will also be evaluated.

(a) Docks must be located at least seven and one-half (7½) feet from side property lines. Ladders are recommended for safety reasons.

(b) Approval of any dock or dock structure constitutes a revocable license only (see Declaration).

(2) **Joint Use.** Whenever it appears that additional docks in any area will cause undue congestion, it may be necessary, as a condition of its approval, that the dock be jointly owned by and serve two (2) or more adjacent Lots and that an executed joint agreement be presented as part of the dock application.

(3) **Dock Size.** No dock shall extend more than twenty (20) feet into the lake, nor shall it be larger than four hundred (400) square feet. No single dimension shall exceed twenty (20) feet.

(4) **Dock Structures.** Structures on docks shall not exceed twelve (12) feet in height, with an overall footprint area of not more than 144 square feet.

(a) No single dimension shall exceed twelve (12) feet.
(b) The structure shall be open on all sides with a hip style roof and be constructed of natural wood materials, with cedar shake shingle roofing or asphalt shingles. Underlayment shall be in accordance with current industry standards.
(c) Color to be approved by the A&E Committee.
(d) Structures shall not cover open water for the purpose of sheltering watercraft.

(5) **Floating Docks.** In coves and natural run-off areas it may be necessary to allow only floating docks in order to facilitate removal of silt.

(6) **Painting Docks.** See "Painting or Staining" herein above.

L. Exterior Appurtenances and Trash Containers.

(1) **Screening of Appurtenances.** Exterior appurtenances such as generators, propane or other fuel tanks, HVAC units and other similar exterior appurtenances not listed must be buried, adequately screened from view of neighboring properties or streets, or painted or stained the color of the Housing Unit. If appurtenance location is not included in a new Housing Unit application, a subsequent request for approval by the A&EC must be made.

(2) **Trash Containers.** Trash containers must not be visible and must be stored in a garage, crawl space, or other enclosed space at all times to prevent animal access. If pickup service for trash and recyclables is contracted for, containers must be covered and put out only on the day of pickup and empty containers put away the same day.

M. Mailboxes. Mailbox structures shall consist of a black mailbox supported on 4" x 4" pressure-treated post that should not be stained or painted. A detailed drawing is available from the CFPOA administrative offices or on the Member website. Installing a mailbox of this color and style does not require a permit.

(1) **Cluster Mailboxes.** Cluster mailboxes will be considered but must be submitted for approval.

(2) **USPS Approval.** All mailboxes and their locations must be acceptable to the USPS.

(3) **Maintenance.** All mailbox structures shall be maintained in an appropriate manner, and shall not lean, have damaged or missing doors or other elements, or otherwise detract from the overall appearance of the area.

N. Solar Panels. Solar panels are permitted in Connestee Falls as an energy conservation measure. The A&EC urges installers of solar panels to make the panels as inconspicuous as possible from roads, Common Areas, and neighboring properties. Only roof-mounted solar

panels are permitted and colors that are harmonious with the wooded environment should be used, whenever possible.

O. Firewise Program Implementation. For the purposes of owners implementing the "Connestee Falls Firewise Plan," the owner of an improved property may make certain improvements to the exterior of their property, as provided herein.

(1) Forms and Information. The forms and information can be obtained from the CFPOA member website or from the Administration Office.

(a) The Firewise "Individual Home Owner Assessment Sheet."
(b) The "How to Have a Firewise Home Community" for Connestee Falls.
(c) The "General Application Form: Exterior Improvements."
(d) Plant Inflammability data.

(2) Permit Required. A "General Application Form: Exterior Improvements" must be submitted and approved prior to making any improvements authorized by this section.

(3) Permit Review. A Firewise Program Implementation Permit can be approved, approved as modified or denied by the A&EC Committee.

(4) Improvements Authorized or Recommended. For the purposes of this section, improvements may be made as indicate below.

(a) Five Foot Zone. For the purposes of this section, this zone is defined as the area within five feet of a residential structure or detached accessory building. Improvements within this zone may be made as indicated below:

(i) Removal of overhanging tree limbs, shrubs, bushes, vines, decorative grasses and flammable mulch/pine straw within five feet of structures.

(ii) Removal of dead vegetation from under decks.

(iii) Removal of leaves and debris from gutters.

(iv) Installation of rock or stone walkways and ground cover, excluding use of white stones, rocks or other materials or colors not permitted.

(v) The use of fire-resistance materials for decks, patio furniture, etc.

(b) Defensible Ignition Zone 1. For the purpose of this section, this zone is defined as a maximum distance of 30 feet from a residential structure or detached accessory structure or a lesser distance that terminates at an adjacent property line. The intent of this zone is to limit the amount of flammable material. Improvements within this area may be made as indicated below:

(i) Removal of non-living items, including leaves, flammable debris/materials, firewood and propane tanks.

(ii) Removal of leaves and debris from gutters.

(iii) Relocation of propane tanks.

(iv) Installation of rock or stone walkways and ground cover, excluding use of white stones rocks or other materials or colors not permitted.

(v) Pruning of branches to a maximum height of six feet above the ground.

5. Unimproved Lot Improvements Prohibited. Improvements to unimproved lots are not allowed by the Firewise Program Implementati8on as provided herein.

8. New Home Construction/Additions.

A. General. The Declaration requires the A&EC to ensure the environmental compatibility of home construction/renovation, but does not charge the A&EC with the responsibility for construction standards.

B. Permits. All approvals for the work described below must be obtained in writing and must be in the applicant's possession prior to beginning work. Use the "Application for New Home/Addition Construction" form to obtain permits for all new home construction or addition projects. Use the "Application for House Change Order" form when changes to the approved construction plan are requested.

C. Minimum Size. The requirements are per Section II.A.2 of the Declaration.

(1) Minimum Size. Each Housing Unit hereafter constructed shall have fully enclosed and heated habitable floor area (exclusive of roofed or unroofed porches, terraces, garages, carports, or other outbuildings) with not less than the number of square feet based on using outside wall dimensions as follows:

(2) Location.

(a) All Lots in all Units unless otherwise herein specified:
- **(i)** Single-story building – 1500, and
- **(ii)** Multi-story building: main floor – 1000, total 1500

(b) Units 40, 41, 42:
- **(i)** Single-story building – 1750, and
- **(ii)** Multi-story building: main floor – 1000, total 1750

(c) Units 13 & 43:
- **(i)** Single-story building – 2000, and
- **(ii)** Multi-story building: main floor – 1200, total 2000

(3) Exclusion from Minimum Size Calculation. Except with express approval of the A&E Committee, in determining the square footage within a Housing Unit, no consideration shall be given to any area which is wholly or substantially below ground level

D. Architectural Design. The design of Housing Units in Connestee Falls should be appropriate for the wooded mountain setting. Care must be taken to avoid incompatible architectural styles and side by side duplication of Housing Units. The A&EC may disapprove the plans of any Housing Unit whose design they feel is inappropriate for the natural environment of Connestee Falls. Simple box-like structures will not be approved.

E. Materials. Acceptable exterior materials include wood or wood products, natural or cultured stone, brick or stucco in combination with natural materials, cement board and vinyl siding. Vinyl siding must be wood grained and of a color that closely matches one of those acceptable for Connestee Falls. Log Housing Units are permitted but their color must closely match an acceptable Connestee Falls paint or stain color.

F. Colors. See "Painting and Staining" herein above.

G. Windows. Window glazing must comprise at least fourteen (14) percent of each Housing Unit's gross wall area.

H. Foundations.

(1) Surface Treatment. Concrete block or poured concrete foundation walls must have surface treatment to conceal all joints or form patterns to present a smooth surface.

(2) Architectural Treatment. The steep terrain in Connestee Falls often results in Housing Units with very tall foundations which are generally unsightly. For some Housing Units, additional architectural measures or treatments are needed to camouflage such unsightly foundations.

(3) Camouflage Treatment. Camouflage measures or treatments shall be applied to the entire foundation and shall be painted or stained consistent with the approved color of the Housing Unit.

(a) These measures may include extending siding materials over a portion of the foundation, installing windows, or installing lower decks with railings.
(b) The desired effect is to have a home look like a multi-level Housing Unit on a single level foundation rather than a single-level Housing Unit on a multi-level foundation.
(c) Other approaches such as greater than minimum property line setbacks, earth berms, and landscape screening should also be considered to diminish the visual impact of tall foundations.

I. Garages. A garage or carport is strongly recommended for each Housing Unit. The structure must be painted the same color as the exterior of the Housing Unit.

J. Roofs. A minimum of 5/12 roof pitch is required on all Housing Units. A Variance for a lesser pitch may be granted to allow compatibility with architectural design. Care must be taken to avoid incompatible architectural roof styles.

(1) Shingles. Architectural type shingles are recommended.

(2) Shingle Colors. Acceptable shingle colors have been adopted by Connestee Falls and can be viewed in the Administration Building.

(3) Metal Roofs. Architectural/engineered metal roof systems must closely match the approved roof colors established for Connestee Falls.

(a) Matte finish is required.
(b) High gloss and semi-gloss finishes are not acceptable metal roof treatments.
(c) The A&EC may disapprove the plans for any roof design considered to be inappropriate for or inconsistent with the natural environment of Connestee Falls.

K. Minimum Setback Distances. The minimum setback distances noted below are prescribed in the Declaration and will be strictly enforced by the A&EC. The setback requirements serve to ensure some degree of privacy for all Members and help to maintain the natural wooded environment of Connestee Falls. The A&EC shall not approve the construction of Housing Units that are not sized or designed appropriately for the Lots they are to occupy. For any proposed

reduction to the required setbacks, a Variance request must be submitted by the Member and must be approved by the A&EC.

(1) **Front Setback.** The building or other structure, including overhang, shall be located no closer than twenty-five (25) feet from the front property line. In cases involving corner Lots, the property lines along both streets will be considered front property lines.

(2) **Side Setback.** The building or other structure, including overhang, shall be located no less than seven and one half (7½) feet from each side property line. Larger setbacks may sometimes be required to ensure satisfactory final site appearance. Side retaining walls greater than four (4) feet in height and less than seven and one half (7½) feet to the side property line require A&EC approval. Retaining walls greater than eight (8) feet in height must meet the side setback requirement of seven and one half (7½) feet.

(3) **Rear Setback.** The building or other structure, including overhang, shall be located no less than twenty-five (25) feet from the rear property line, except where sewer easement requires a thirty (30) foot setback. The rear setback requirement for lake Lots is thirty (30) feet where sewer easement lines exist. Unit 21, Lots 55 through 60 have forty (40) foot sewer easement setback requirements.

(4) **Method of Measurement.** The required setback distances shall be determined by measuring on a level plane from the most extreme projection of the building or structure (roof overhang including gutters, porches, decks, or steps) to the surveyed property line.

(a) If the most extreme projection is located within five (5) feet of the minimum setback line, a survey stake shall be placed on the property line closest to the projection.

(b) If the Lot is located on a curve of a paved road or street, and the curve is not adequately marked by monuments, the front setback shall be measured from the outside line of the road or street easement as set forth by the recorded Plat for the Unit in which the Lot is located.

(c) For Lots located on the ends of courts where the property line is defined by the radius of a circle, the surveyor should locate the center of the circle and mark it with paint.

(d) For Lots located on lakes, the setback shall be measured from the normal high water line, which may be different from the property line shown on the survey Plat.

(5) **Irregular Shaped Lots.** Setback requirements for a structure to be built on an irregular shaped Lot will be determined on an individual basis. For any proposed reduction to the required setbacks, a Variance request must be submitted by the Member and approved by the A&EC.

L. **Driveways.** Driveways may be no wider than twelve (12) feet with minor flares permitted at the roadway and curve widening of a maximum of one foot at the apex of the curve.

(1) **Return Radius.** A thirty (30) foot return radius on curves will be required to accommodate delivery vans.

(2) **Drainage.** Care should be taken to provide for proper drainage of a proposed driveway. Any slope greater than ten percent (10%) must be a hard surface.

(3) **Safety.** The A&EC may also review the proposed driveways for safety and line of sight considerations.

(4) **Grades.** Driveway grades greater than six percent (6%) at the driveway edge of pavement must include a vertical curve, with a minimum of ten (10) feet of distance, for a smooth transition from proposed driveway to an existing street.

(5) **Engineering Plan.** At the discretion of the A&EC, an engineering plan including contours may be required for very steep driveways to ensure safety.

M. Out-Buildings.

(1) **Detached Structures Permitted.** Detached garages and carports are permitted:

(a) they satisfy all setback requirements;
(b) the materials and colors match those of the Housing Unit, and
(c) they are appropriately screened.

(2) **Guest Houses Prohibited.** Guest houses are not permitted.

(3) **A&EC Approval Required.** All structures such as carports, storage sheds, greenhouses, gazebos, and garden arbors require approval by the A&EC.

N. Exterior Appurtenances. If antennas, exterior lighting, fences, hedges, porches, fuel tanks, mailboxes, HVAC units, heat pumps, generators, and similar appurtenances are included in new construction or addition plans, they must conform with the requirements indicated in "Screening of Appurtenances."

O. Crawl Spaces. Open crawl spaces in Housing Units are not permitted. All crawl spaces must be enclosed.

P. Lake Lot Floor Elevations. The elevation of habitable floors on lakefront Lots must be above the elevation at the top of the dam on the lake where the Housing Unit is located. Elevations of the lakes and the dams are as follows:

Lake	Normal Water Level	Elevation: Top of Dam	Minimum Height Above Water Level
Atagahi	2890 ft.	2893 ft.	3 ft.
Tiaroga	2950 ft.	2954 ft.	4 ft.
Ticoa	2810 ft.	2819 ft.	9 ft.
Wanteska	2440 ft.	2448 ft.	8 ft.

8. New Home Construction/Addition Applications.

A. General. Members and builders are required to meet with the A&EC prior to finalizing building plans.

(1) **Commencement of Constructions.** No construction of any type shall commence on any Lot unless the Member is in good standing with CFPOA, all applicable fees are current, and the project has received written approval by the A&EC.

(2) **Applications.** All submissions to the A&EC must be in writing, dated and signed by the Member or agent. Each request must clearly identify the Unit and Lot number and must include appropriate documentation and/or information as specified below.

(3) **Application Submissions.** An "Application for New Home/Addition Construction" with all required supporting materials must be in the administration office by 12:00 noon on the Monday preceding the scheduled meeting of the A&EC at which the application is to

be considered. Applications may be hand delivered or mailed to: Connestee Falls Property Owners Association, Inc., Attention of the Architecture and Environment Committee, 33 Connestee Trail, Brevard, NC 28712. Telephone (828)885-2001.

(4) **Fees.** All applications for new home construction or addition to an existing Housing Unit must be accompanied by the appropriate fees (see the form "New Housing Start and Other Construction Fees"). All fees are payable by check made out to Connestee Falls Property Owners Association. The current fee schedule is available on the Members' website and at the administration office.

(5) **Application Documents.** For new home construction and additions that change the footprint of an existing Housing Unit, the materials listed below are required. Where duplicate copies are requested, one (1) set will be returned to the applicant upon approval of the application by the A&EC. The other set will be retained in the property's file at the administration office.

(6) **Site Plan.** Two (2) copies of the site plan drawn to a scale of ⅛ inch equals one (1) foot and indicating all property lines on the property survey, showing the following:

- **(a)** Unit and Lot number.
- **(b)** Adjoining street(s).
- **(c)** North arrow.
- **(d)** Uphill/downhill slope indicator.
- **(e)** Arrows indicating drainage flow and existing or proposed drainage structures.
- **(f)** Existing contour lines shown at two (2) foot intervals for the entire area being regraded. In addition, when the slope on any portion of the cleared area exceeds ten percent (10%), the new contours must be shown and the intersection with existing grades clearly indicated.
- **(g)** Building footprint (including gutters, downspouts, overhangs, decks, porches, steps, and other protrusions).
- **(h)** Setback measurements from the footprint.
- **(i)** Driveway with grades shown.
- **(j)** On-site parking for two (2) cars in addition to the garage or carport (may include the driveway but not within the road right-of-way).
- **(k)** Easements.
- **(l)** Septic field location, where appropriate.
- **(m)** Location of water and sewer lines.
- **(n)** Propane tank location (above ground tanks must not be visible from nearby Housing Units or Common Areas.
- **(o)** All areas to be cleared of vegetation (area around building footprint, driveways, utility access, septic fields, retaining walls etc.).
- **(p)** Side retaining walls greater than four (4) feet in height or less than seven and one-half (7½) feet from a side property line.
- **(q)** Site Improvements including walkways, paved areas, retaining walls, drainage structures, and landscaping.
- **(r)** Location of roof-mounted solar panels.

(7) **Building Plans**. Two (2) sets of finished building plans, conforming to accepted architectural standards and unique to the proposed construction, that include the following:

- **(a)** **General.** Each drawing shall have a title block in which the name of the Member, and Unit and Lot number are shown. Each drawing shall be to scale (scales of less than ¼" to 1 foot are not acceptable except for site plans).
  - **(i)** All dimensions shall be clearly printed, indicating feet and inches on arrowed dimension lines.

(ii) The original drawings submitted to the A&EC must specifically represent the proposed structure as it is to be built. Marked up drawings will not be accepted.

(iii) However, changes to the original drawing that are negotiated between the Member and the A&EC may be shown in neat red mark-up lines, initialed by the Member.

(b) **Foundation Plan.** The foundation plans shall indicate the type and size of foundations and footings for basement walls and piers, interior walls, steps, outside entrances and garage area, if applicable. The A&EC will consider the use of pedestal foundations as an approach to building on steep Lots.

(c) **Floor Plans.** A plan shall be provided for each floor of the proposed building and basement, if applicable.

(i) These plans shall indicate the type and dimensions of all exterior and interior walls, doors, windows, and projections from the principal structure, including porches, decks, patios, carports, and garages.

(ii) The area of heated and habitable living space on each floor shall be determined and indicated on the drawing for the main floor of the building along with the total area for the entire building.

(iii) The area comprised by window glazing shall also be calculated and indicated on the drawing for the main floor of the building.

(d) **Elevation.** Elevations shall be provided indicating the front, side, and rear views of the proposed building.

(i) These drawings shall indicate existing grade and proposed new (finished) grade lines, exterior wall finishes, roofing, solar fixtures, chimneys, doors, windows, porches and decks, vents, flashing, shutters and other features to clearly indicate the exterior appearance of the finished structure as well as how it will integrate into the surrounding terrain.

(ii) The proposed building should not closely resemble neighboring Housing Units within three hundred (300) yards.

(8) **Application for New Home/Addition Construction.** Submit two (2) copies of this form, completed with all information requested, signed and dated by the Member and the contractor.

(9) **County Permits.** If an application for approval submitted to A&EC does not include a county building permit or sanitary permit; such permit must be provided prior to issuance of a Connestee Falls construction permit. Submit two (2) copies of the Transylvania County building permit properly completed by County authorities and two (2) copies of a sanitary permit, where applicable.

B. **Erosion Control Plan.** Erosion is one of the most serious environmental issues in our Community. All possible measures shall be taken to prevent material from eroding and material that does erode must be stopped before it leaves the applicant's property.

(1) **Erosion Control Plan.** An erosion control plan may be developed by the contractor/Member and approved by the A&EC. The plan must show direction of water flow, the location of erosion control devices and the type to be used. A&EC approval is by endorsement on the plan document.

(2) **Erosion Control during Construction.** Following are the minimal erosion control measures required during construction:

(a) All temporary erosion control devices must be in place before work on the site begins and must be removed by the contractor on completion of the project. Temporary erosion control devices will be checked regularly by the A&EC Inspector and must be maintained by the Member/contractor as specified by the

CFPOA maintenance supervisor. Any deficiency identified must be corrected within twenty-four (24) hours.

(b) Permanent erosion and sediment control devices must be installed at the time that temporary devices are removed.

(c) Satisfactory prevention of erosion on driveway cuts will be determined by the A&EC Inspector.

(d) Driveways must be stabilized immediately with crushed stone to prevent erosion and tracking mud onto roads.

(e) Ground cover, both temporary and permanent, shall be provided as soon as possible.

(f) All driveways sloping toward the road must also be sloped to a stabilized drainage ditch on one side to ensure that water is diverted to undisturbed soil. Unrestricted flow must be directed to drainage ditches at the edge of the road.

(g) Rainwater from a roof must be channeled to undisturbed soil. Gutters and downspouts must be installed as soon as possible after a permanent roof is completed.

(h) The A&EC Inspector must approve driveway contours or culverts before the application of finish stone or hard surfacing. Driveway contours and drainage plans also require approval by the CFPOA maintenance supervisor.

C. Preparation of Building Site for A&EC Review. The following requirements must be completed prior to a building site visit by the A&EC.

(1) Location of Building Perimeter. The surveyor or contractor, by means of highly visible corner stakes and stringing, must accurately locate the perimeter of the structure to be built, including roof overhang with gutters, decks, porches, garages, and carports so that the position of the structure can be readily determined at the time of the A&EC inspection.

(2) Driveway, Parking and Septic Field. The location of the driveway, parking area and septic field shall be similarly staked and strung.

(3) Vegetation Clearing. Stakes and strings must also be placed to identify all areas to be cleared of vegetation.

(4) Setback Identification. Strings are required along property lines wherever the proposed setback is within five (5) feet of the minimum requirement; the surveyor must place a stake on the property line at the foundation's closest point.

(5) Main Floor Elevation. The surveyor or contractor must also accurately place a reference pin which clearly indicates the elevation of the main floor of the finished structure. This reference pin must be placed in a location where it will not be disturbed during construction and must be left in place until the structure has passed its final inspection. Interim approval may be granted based upon an estimated main floor elevation, but upon clearing the Lot, the Member or contractor must notify the A&EC Inspector to review the final design elevation (reference pin) before construction can commence.

D. Building Site Preparation.

(1) Building Permit Required. Lot excavation/clearing for building site preparation is not permitted until a CFPOA building permit has been issued by the CFPOA.

(a) Under conditions of extremely dense undergrowth, on written request from the Member, the A&EC may permit limited trimming to facilitate access into the Lot

for the survey of the property or the placement of strings to indicate location of the planned construction.

(b) Paths to be used for access shall not exceed three (3) feet in width and the removal of large trees is not permitted.

(c) Approval for limited trimming will be by endorsement of the written request.

(2) **Housing Unit Location.** A licensed surveyor must be used to locate and position the Housing Unit on the Lot. This service will also be required to accurately place the footings.

(3) **Tree and Vegetation Removal.** During the construction of a new Housing Unit or addition, tree cutting shall be limited to any tree within ten (10) feet of the roof overhang, building walls, foundations, decks or porches or within two (2) feet of access drive, parking areas, and patios.

(a) An uncleared area of two (2) feet must be retained along both side Lot lines whether or not this falls within the construction clearing area.

(b) If grading will necessitate clearing of vegetation outside of these limits, the site plan must show the vegetation to be cleared and specific approval must be noted, in writing, by the A&EC.

(c) For cutting and trimming beyond the approved limits, a separate application must be submitted to the A&EC.

(4) **Sewer Connection Required.** Connection to utility company sewer lines, where available, is required.

(5) **Tree Stumps.** Tree stumps located within a septic system area and all uprooted stumps must be removed. Elsewhere on the property, tree stumps not removed must be cut to a maximum height of six (6) inches above ground.

(6) **Tree and Vegetation Protection.** Trees in danger of damage during site preparation and construction are to be protected by a close-fitting sheath of lumber bound to the tree around the area of potential damage.

(a) The root system of trees located near proposed driveways and walks are to be protected to enhance survival.

(b) Special efforts must be made to protect dogwood, rhododendron, mountain laurel and other native trees and plants.

(c) When it is necessary to place soil around trees, the trees must be protected by wells, with provision for adequate drainage.

(7) **Damage to Adjoining Property.** Care must be taken during site preparation and construction to avoid damage to adjoining property. The Member/contractor will be held accountable for any damage done to other private or Common Areas including damage resulting from changing the natural drainage from the property.

(8) **Grading.** Existing slopes and grades shall be maintained to the fullest extent practicable. Grade slopes should be no greater than two (2) feet horizontal on one (1) foot vertical to minimize erosion; retaining walls should be considered for more severe slopes in order to protect existing trees and minimize tree removal.

(a) Slopes exposed by grading must be immediately provided with some type of permanent ground cover.

(b) Grading for access drives should direct all drainage to existing ditches, drainage structures or natural swales.

(c) Lot grading plans must reflect existing and proposed contours at 2-foot intervals specifying design elevations, surface gradients, swale/ditch locations, and other drainage related information as required to control surface drainage erosion.

(d) The Member is responsible for any damage resulting from changing the natural drainage flow from the Member's property.

(e) Retaining walls greater than four (4) feet in height and less than seven and one-half (7½) feet from the side property line must receive A&EC approval prior to construction. Excessively high side property line retaining walls must be avoided.

(9) Access Driveway and Parking Areas. Each Lot upon which a Housing Unit is constructed must be provided with a suitable access driveway and with a parking area for at least two (2) automobiles within the boundaries of the Lot, not a garage or carport.

(a) When topography or other conditions would create an economic hardship in meeting this requirement, the A&EC may grant a Variance upon written application by the Member.

(b) All culverts must be buried or placed so that the top elevation is a minimum of three (3) inches below the road elevation.

(c) Access drives and parking areas should be immediately provided with sufficient broken stone or gravel to prevent erosion.

(d) Access drive side slopes in excess of two (2) feet horizontal on one (1) foot vertical require A&EC approval.

(e) Retaining walls should be considered when the height of a grading cut exceeds four (4) feet in order to protect existing trees and minimize tree removal.

(f) All driveways will be inspected by the CFPOA maintenance supervisor for proposed grades, slope transitions and drainage treatment before the finished stone or hard surface is applied.

(g) The use of white rock for driveways or walkways is prohibited.

(10) Utility Easements and Lines. The survey Plat shall indicate all easements. Prior to the commencement of grading operations for the access drive, all utility lines shall be flagged by the appropriate utility company.

E. Construction Inspections.

(1) Building Permits and Inspections. Building permits from the A&EC and from Transylvania County must be conspicuously posted at the job site before any field work, including clearing, may begin. Both permits must remain posted during the construction process. Two days (48 hours) notice must be provided to the A&EC for all inspections described in this section.

(2) Inspections during Construction. At the various stages of construction, inspections will be made by the A&EC or its Inspector to confirm the following:

(a) That the cleared area is consistent with the approved plans.

(b) That temporary erosion control devices are in place prior to the start of digging.

(c) That the footing locations conform to the approved Housing Unit location (inspected after the footing bottoms are dug but prior to pouring concrete).

(d) That the first floor elevation conforms to elevation reference pins.

(e) That driveways are stabilized with stone.

(f) That the location of the port-a-john is as inconspicuous as possible. (Contractor may be required to move it farther from road after Lot clearing).

(3) Final Inspection. Application for final inspection of a new Housing Unit must be submitted to the Association within one (1) year of the date that the CFPOA building

permit was issued. The A&EC, at its discretion, may grant extensions upon written application from the contractor. It is strongly recommended that the contractor inform the A&EC immediately, in writing, when significant construction delays are encountered or anticipated. At final inspection the A&EC will confirm that:

(a) Permanent erosion and sediment devices are installed (if necessary).
(b) Driveway cuts are seeded with suitable ground cover.
(c) Bare ground is seeded or mulched.
(d) The area cleared does not exceed that approved.
(e) The Housing Unit and trim colors do not differ from those approved.
(f) The roof/driveway drains are installed and routed to undisturbed soil.
(g) Exterior appurtenances such as generators, propane or fuel tanks, HVAC units, and other similar exterior appurtenances not listed must be buried, adequately screened from view of neighboring properties or streets, or painted or stained the color of the Housing Unit.
(h) Temporary utility poles, trash, signs, and portable toilets are removed.
(i) Where soil has been raised around trees, protection is provided by permanent wells.
(j) A standard mailbox or approved alternative has been installed.
(k) A copy of the Certificate of Occupancy has been submitted to the A&EC.

F. Construction Work Rules.

(1) Worker Access to Connestee Falls. Contractors should contact Security at the Main Gate to arrange for passes to allow construction workers/subcontractors into Connestee Falls.

(a) Contractors are responsible for ensuring that their employees and subcontractors follow all Connestee Falls Rules and Regulations.
(b) All workers are expected to:
(i) Act professionally and courteously.
(ii) Drive safely.
(iii) Obey the posted speed limits.
(iv) Watch out for walkers.
(v) Avoid trespassing on neighboring properties.
(vi) Properly dispose of litter.
(vii) Keep noise and other disturbing activities to a minimum.
(viii) If using radios, keep the volume at levels low enough that neighbors are not disturbed.

(2) Work Hours. Construction related activities are permitted only from 7:30 a.m. to 6:00 p.m. Monday-Saturday.

(3) Entrance. Contractor/vendor vehicles will not be allowed entry to Connestee Falls before 7:30 a.m. All vehicle operators must have a valid state driver's license.

(4) Sunday and Holiday Work. No work is permitted on Sundays or on the following National holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

(5) Extension of Construction Hours. There may at times be compelling reasons for construction work to extend beyond 6:00 p.m. The contractor must anticipate the need for extended work hours and receive prior approval from the general manager or CFPOA maintenance supervisor.

(6) **Parking.** Streets, walkways, and mailboxes should not be blocked by vehicles. Materials or equipment may not to be placed on roads unless prior permission has been granted by the general manager. Vehicles must be parked in locations that allow other vehicles to pass safely. Unoccupied cul-de-sacs should be used for parking whenever possible.

(7) **Construction Signs.** The contractor may place a suitably designed board bearing the name of the firm in letters not exceeding three (3) inches in height near the front of the property line of the construction site.

- **(a)** The board should be used for displaying the required Transylvania County and CFPOA permits.
- **(b)** No other signs shall be placed on the property by the contractor, subcontractors, or material suppliers.
- **(c)** The board shall be removed within fifteen (15) days after completion of the project.
- **(d)** Building plans should be kept in a tube attached to the board when not being used on the job.

(8) **Temporary Toilet.** A self-contained type toilet must be installed at the construction site by the contractor in a location least visible to people in nearby houses and those passing by the site.

- **(a)** The toilet must remain in place until the inside toilets are operable.
- **(b)** After the Lot is cleared for construction, the toilet must be moved to the most inconspicuous practicable location.

(9) **Construction Site Trash.** It is the responsibility of the contractor to maintain a neat building site at all times. Burning of trash within Connestee Falls is prohibited.

- **(a)** The Member/contractor is responsible for the containment and removal from Connestee Falls of all trash produced during construction.
- **(b)** Trash must be removed at least weekly during construction. When present, trash should be screened from view whenever possible.
- **(c)** Large trash containers, if used, may not be placed on the road right of way, but must be located on the Lot.
- **(d)** The burning of kindling in small containers to provide employee comfort in cold weather is not permitted.
- **(e)** At the time of foundation work, equipment must be available for mud and dirt removal from streets. All roads and walkways must be kept clean at all times.

(10) **Construction Vehicles.**

- **(a)** Ready mix concrete trucks carrying more than seven (7) yards of concrete will not be permitted on Connestee Falls roads. It is the responsibility of the general contractor for clean-up of any concrete that is spilled from trucks. Washing out of concrete trucks must be done on the construction site, not on Common Areas, adjacent Lots, or into roads or drainage ditches.
- **(b)** Trucks with a gross weight exceeding ten (10) tons per axle may not pass over any bridges in Connestee Falls.
- **(c)** Metal track tractors are not permitted on Connestee Falls roads unless appropriate protection is provided.

(11) **Rough Grading.** When the foundation is backfilled, rough grading of the site must be done in accordance with the approved grading plan. Every effort must be made to avoid soil erosion.

(12) **Fires Prohibited.** Fires, contained or otherwise, are not permitted. If heat is needed, UL approved space heating devices must be used.

G. **Violations.** The following outlines the steps taken by the A&EC when rules Violations are committed by contractors and/or Members.

(1) **Notification.** Members and/or contractors are advised of alleged rules Violations as soon as the A&EC becomes aware of them.

(2) **Correction.** If a Violation is corrected to the A&EC's satisfaction, no further action is taken. If not, the A&EC will prepare a Violation report and submit it to the general manager.

(3) **Damages.** Should any Violation causing road or erosion damage not be corrected by the Member/contractor, the general manager will authorize the CFPOA maintenance department to take corrective action and the costs will be deducted from the performance deposit. If the performance deposit has insufficient funds, a lien against the property will be established.

(4) **Referral of Violations.** The general manager will refer all unresolved Violations to the Judicial Committee.

(5) **Remedial Actions.** Remedial actions to correct a Violation may be required. The remedial program shall be approved by the Board, Judicial Committee, or general manager as appropriate, and shall include a specific schedule for completion. Failure to complete each element or provision of the remedial program shall be a separate Violation, subject to enforcement provided in the Declaration and these Rules and Regulations.

(6) **Suggested Penalties.** For the purposes of consistency of penalties for similar Violations, the following penalties are suggested:

(a) Failure to obtain a permit as required: $100.00 for each event.
(b) Failure to comply with the requirements or limitations of an approved permit: $100.00 for each event.
(c) (Example**:** Removal of trees without an approved permit: $100.00 for failure to obtain a permit and $100.00 for each tree removed.)

Article XVIII
AMENDMENT

1. **Adoption, Modification or Repeal.** The Board shall have the authority to make, modify, and repeal these Rules and Regulations so long as copies of all such Rules and Regulations are furnished to all Owners; provided, however, any Rule or Regulation may be repealed with the approval of a majority of all valid ballots cast by Voting Members in good standing, via a written ballot ordered for that purpose.

2. **Publication.** Proposed new, modified, or repealed sections of the Rules or Regulations shall be published for the information of the Community no fewer than twenty-one (21) days prior to the scheduled vote of the Board to adopt the change(s). Comments may be submitted to the Board at any time prior to the scheduled vote, including at a meeting called for that purpose.

IN TESTIMONY WHEREOF, the undersigned, on behalf of the Connestee Falls Property Owners Association, do hereby adopt, on behalf of such corporation, the foregoing rules and regulations on this the twenty-third day of March 2018.

CONNESTEE FALLS PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Leland M. “Marty” Hodgkins, President

Attest: _____
Carl H. Burkhart, Secretary

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

THIS IS TO CERTIFY that on the twenty-third day of March 2018, before me, a Notary Public, appeared Leland M. “Marty” Hodgkins, President, and Carl H. Burkhart, Secretary, who I am satisfied are the individuals named in and who executed the foregoing Amended and Restated Rules and Regulations of the Connestee Falls Property Owners Association, and I having first made known to them the contents thereof, they did each acknowledge that they signed and delivered the same as their voluntary act and deed for uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this twenty-third day of March 2018.

_____
Lynn Collins, Notary Public
My commission expires 5-9-2022.

INDEX

A

A&E Committee, 37
- appeal of decision, 39
- color board changes, 38
- decisions, 38
- final construction inspection, 54
- informal review, 38
- inspections, 39
- inspections during construction, 55
- meetings, 38
- mission, 37
- projects requiring approval, 40
- structure and operation, 37
- tree cutting, approval required, 13
- Variances, granting of, 38
- Violations, notification of, 39

Absence of Member, 10
Accidents
- Swimming Pool, reporting of, 31
- vehicular, reporting of, 7
- watercraft, 25

Additions
- painting or staining, 42

Advertising
- prohibition of, 10

Alcoholic Beverages
- Clubhouse, 18
- Golf Course, 20

Amendment of Rules and Regulations, 59
Amenities
- fees for use of, 16
- hours of operation, 16
- identification for use of, 16
- large groups use of, 16
- use of, 15

Animals
- feeding of, 9
- killing or trapping of, 9

Antennas, 43
Appeal
- decision of A&E Committee, 39
- decision of Judicial Committee, 37

Appurtenances, Exterior. *See* Exterior Appurtenances
Architectural Design
- new home construction/addition, 47

Association Employees
- conduct of, reporting, 10
- Member relations with, 10
- private employment of, 10

Association Lots
- purchase of, 11

Association Property
- damage to or destruction of, 16

B

Ball Machine
- Pickleball Courts, 35
- Tennis Courts, 34

Bar Codes and Passes, 6
Bathing Suits
- in Clubhouse, 18

Berms
- maintenance of, 15

Bicycles, 6
Board of Directors
- A&E Committee decision appeal, 39
- A&E Committee, appointments, 38
- advertising, approval of, 10
- amendment of Rules & Regulations, 59
- appeal of A&E Committee decisions, 39
- Association vehicles, use of, 10
- bar codes, issuing of, 6
- blanket certification, 5
- complaint procedures, 10
- contractor admission, 5
- fees, establishment of, 11, 14, 16
- fees, Golf Course, 19
- fees, private functions, 18
- fees, Swimming Pool, 32
- forms, adoption of, 5
- Golf Course suspension period, 21
- Judicial Committee related actions, 36
- Judicial Process, right to appeal, 37
- membership certificates, 5
- Organic Garden surrogate, 29
- pets, charge for loose animal, 14
- remedial actions, approval of, 58
- Variances concerning Common Areas, 38

Boat Trailers, 13, 24
Boats
- parking of, 13
- storage at lakes, 25

Bocce Courts, 32
- League play, 32
- non-League play, 32

Building Permits and Inspections, 53, 55
Building Plans
- new home construction/addition, 51

Building Site
- preparation for A&E review, 53

C

Campers, 13
Camping
  prohibition of, 13
Carports. *See* Garages
Children
  as Immediate Family, 2
  Bocce Courts restriction, 32
  Dog Park restrictions, 28
  Golf Course restriction, 22
  Golf Course restrictions, 20
  Pickleball Courts restrictions, 34
  Swimming Pool restrictions, 30, 31
  Tennis Court restrictions, 33
  watercraft operation restrictions, 24
  Wellness Center restrictions, 18
Citations
  vehicular, 7
Clotheslines
  prohibition of, 13
Clubhouse, 17
  alcoholic beverages, rules for, 18
  bathing suits, 18
  behavior, 17
  catering services, 18
  dress code, 17
  Guest privileges, 17
  Lounge, 18
  meetings and activities, 18
  parking, 17
  personal articles, responsibility for, 18
  pet prohibition, 17
  private functions, 18
  reservations, 17
  smoking prohibited, 17
Color Board, 42
  changes to, approval of, 38
Combination of Lots, 16
Commercial Vehicles, 12
  restrictions on private use, 12
Common Areas
  firearms, 9
  obstructions on, 9
  responsibility for damage, 54
  tree or shrub cutting, 40
  vegetation clearing of, 9
Community Activities
  Clubhouse, use for, 18
Complaints
  filing and investigation of, 10
  Judicial Process, 35
Construction Inspections, 55
Construction Signs, 13
Construction Trailers
  parking of, 13
Construction Work Rules, 56
  fires prohibited, 58
  parking, 57
  Sunday and holiday work, 56
  toilet, temporary, 57
  trash, 57
  vehicles, 57
  work hours, 56
  worker access, 56
Contractors
  entry into the community, 5
  violations, 58
  worker passes, 56
Corrective Orders
  judicial process, 37
Crawl Spaces
  new home construction/addition, 50

D

Damages
  responsibility for, 16
Dead Trees
  removal of, 13
Decks
  painting or staining, 43
Definitions, 1
Denim
  Golf Course, 22
  prohibitions, 18
Docking Facilities
  watercraft, use of, 24
Docks
  floating, 45
  painting or staining, 43
  permits, 44
  size restrictions, 45
  structures restrictions, 45
Dog Park, 27
Drainage, 41
Drainage Ditches
  on private lots, maintenance of, 13
Dress Code
  Clubhouse, 17
Driveways, 49
  new home construction, 55
Driving Offenses
  fine schedule, 8
  schedule of, 8

E

Easements, 15
Emergency
  calls to Security, 10
  notfication of, 16
Emergency Repairs, 9
Enforcement
  of Rules and Regulations, 7
  swimming pool rules, 30
  vehicle operation, 7
Entry into the Community
  Guests and Tenants, 5
  Members, 5
  Resident Affiliates, 5
Erosion Control Plan, 51
Eviction
  Guests orTenants, 15
  procedures, 12
Exterior Appurtenances, 45
  new home construction/addition, 50
Exterior Improvements
  projects requiring A&E Committee approval, 40
Exterior Lighting, 43

F

Fees
  Amenities, use of, 16
  fishing license and permit, 26
  Golf Course Guests, 21
  Golf Course, use of, 19
  New Home Construction/Addition, 50
  refund or transfer of, 12
Fences, 44
Final Inspection, 55
Fines
  Judicial Process, 37
Firearms
  prohibitions, 9
Fires
  at Parks, prohibited, 23
  construction prohibited, 56
  open burning, prohibition, 9
  reporting of, 10
Fireworks
  prohibition of, 10
Firewise Program Implementation, R46
Fishing
  fees, 26
  Golf Course, 20
  Guests, license and number, 26
  license, 25
  limit and size of fish, 27
  private property limitations, 26
  regulations, 25
  rules, 26
Flags
  display of, restrictions, 11
Floor Elevations
  lake lots, 50
Food and Beverage
  catered Clubhouse functions, 18
  Golf Course outside events, 20
  Swimming Pool, 32
For Sale Signs, 13
Forms
  Application for New Home/Addition Construction, 46, 52
  availability, 5
  General Application—Exterior Improvements, 40
  Landscaping/Tree or Vegetation Removal or Trimming, 40
  Lot Combination Application, 16
  New Housing Start and Other Construction Fees, 51
  Tenant/Guest Registration, 11
Foundations
  new home construction/addition, 46
  painting or staining, 42
Front Door
  painting or staining, 43

G

Garages
  detached, 17
  new home construction/addition, 47
Garbage
  household, 9
Golf Carts, 22
  privately owned prohibited, 22
Golf Course, 19
  administration of, 21
  age limitations, 20
  alcoholic beverages, 20
  attire, 22
  cart rental, 22
  cart reservations, 20
  fees, 19
  fishing prohibition, 20
  golf carts, age restriction, 22
  guests, 23
  Guests, 20, 21
  Immediate Family play, 23
  liability of the Association, 22
  non-member play, 21, 23
  operation, 21
  operation, hours of, 22
  outside events, 19
  outside events, food and beverage, 20

pet prohibition, 20
practice facilities, 22
private lessons, 21
registration, 19
rules of play, 21
seasons, 21
start times, 20
tournaments, 20
violations and penalties, 21
walkers, 21
winter play, *20*
Grading
new construction, 54
Guest Houses, 50
Guests
admission to the community, 5
eviction of, 15
fishing license, 26
fishing, limitation on number, 26
Golf Course, 20, 21
Member responsibility for, 14
payment of fees, 14
Pickleball play, 34
Tennis Court play, 33

H

Hearings
Judicial Committee, 7, 35, 36
Housing Unit
unattached, prohibition, 17

I

Improvements
approval for, 14
Inspections during Construction, 55
Invasive Plants, 41

J

Judicial Process, 35
corrective orders, 37
fines and assessments, 36
hearings, 36
Judicial Committee, 35
right to appeal, 37
suspension of rights and privileges, 37
written notice, 36

L

Lakes
fishing regulations, 25
swimming, own risk, 27
use of, 23
watercraft operation, 24
Landscaping, 41
drainage, 41
invasive plants, 41
screening, 41
Large Groups
use of Amenities, 16
Launching Ramps
parking prohibited, 23
Leasing. *See* Rental or Leasing
Liability of the Association
Clubhouse, 18
Dog Park, 28
Golf Course, 22
locker rooms, 22
personal articles, 16
roads, 7
storage baskets, 30
Swimming Pool, 32
License
fishing, 25
Lighting
Exterior. *See* Exterior Lighting
Littering, 9
Lots
adjacent to Golf Course, balls, 13
assessment for combined, 16
Association, purchase of, 11
Association-owned, combinations, 16
combination of, 16
combined, single housing unit, 17
contiguous, fee payment, 16
dead tree removal, 13
easements, 15
irregular shaped, 48
maintenance of, 13
rental or leasing of, 11
responsibility of Member, 13
separation of, 16
trespass, 15

M

Mailboxes, 45
Measurement
method of for setbacks, 49
Member absence
notification of, 10
Membership Certificates
Members and Resident Affiliates, 5
Mopeds, 6
Motor Vehicles
operation of, 6
Motorcycles, 6

N

New Home Construction/Addition, 47
adjoining property, 54
application form, 52
applications, 50
architectural design, 47
building permit, 53
building permits, 55
building plans, 51
contractor work rules, 56
county permit, 52
crawl spaces, 50
driveway and parking area, 55
driveways, 49
erosion control plan, 52
exterior appurtenances, 50
fees, 51
final inspection by A&E Committee, 55
foundations, 48
garages, 48
grading, 54
lake Lot floor elevations, 50
location of Housing Unit, 54
materials, 47
minimum setback, 48
minimum size, 47
out buildings, 50
roofs, 48
sewer connection, 54
site plan, 51
site preparation for A&E review, 53
tree and vegetation removal, 54
tree and vegetation protection, 54
tree stumps, 54
windows, 48
Noise
exterior on Sundays, 8
lakes and parks, 23
limits on, 8
Noxious Activities, 12
Nuisances
lakes and parks, 23

O

Offensive Activities, 8, 12
Offices
restrictions, 12
Open Burning, 9
at parks, 23
Organic Gardening Club, 28
Out-Buildings, 50

P

Painting or Staining, 41
additions, 42
color board, 42
decks, 43
docks, 43
enclosed porches, 43
foundations, 42
front door, 43
guidelines, 42
trim and shutter colors, 42
windows, 43
Parking, 6
at Clubhouse, 17
at Parks, 23
commercial vehicles, 12
construction vehicles, 57
launching ramps, 23
recreational vehicles and boats, 13
Parks
dogs on leash, 23
pavilion reservation, 23
use of, 23
Pass, temporary, 6
Pavilion
reservation of, 23
Penalties
contractor violations, 57
Permit
building, 55
building permit, 53
docks, 44
documents required, 40
for exterior improvements, 40
landscaping, 41
new home construction /addition, 47
painting or staining, 41
special or VIP at lakes, 23
Transylvania County, 51
Personal Articles
responsibility for, 16
Personal Flotation Device
watercraft, requirement, 25
Personal Property
loss of or damage to, 11
Pets, 14
clean up, 27
clubhouse prohibition, 17
control of, 14
dog park, liability, 28
Golf Course prohibition, 20
licensing of, 14
nuisance, 14
parks, on leash, 23

pickleball court prohibition, 34
Swimming Pool prohibition, 31
tennis court prohibition, 33
Pickleball Courts, 34
attire, 34
ball machine, 35
Guest play, 34
levels of play, 34
rules of play, 34
Political Activities
prohibition of, 10
Porches
painting or staining, 43
Privately Owned Property
use and maintenance of, 12
Projects
A&E Committee approval required, 40
exterior improvement, 40
Propulsion
watercraft, 24

R

Recreational Vehicles
parking of, 13
Registration Fee
tenants, 11
Rental Forms, 11
Rental or Leasing, 11
agreements, 11
registration fee, 11
Roads
restrictions, 7
safety or damage, 6
Roof Protrusions
painting or staining, 43
Roofs
new home construction/addition, 48
Rules and Regulations
amendment of, 59

S

Satellite Dishes, 43
Screening, 41
Setback Distances
new home construction/addition, 48
Sewer Connection
new construction, 54
Signs
contractor's, 57
restrictions, 13
Site Plan
new home construction/addition, 51
Smoking
Clubhouse, 17
Dog Park, 28
Pickleball Courts, 34
Swimming Pool, 31
Tennis Courts, 33
Solar Panels, 45
Solicitation, 9
Staining. *See* Painting or Staining
Studios
restrictions, 12
Subleasing
prohibition of, 11
Suspicious activities
reporting of, 10
Swales
on private lots, maintenance of, 13
Swimming
parks and lakes, own risk, 27
Swimming Pool, 30
accidents, 31
attire, 30
child restrictions, 30
closure and limitations, 31
equipment prohibited, 31
food and beverage, 32
Guests, restrictions, 30
preferred groups, 31
private functions, 32
safety rules, 31
sign in required, 30

T

Tenants
admission to the community, 5
bar card issued, 11
eviction of, 15
fees, Member responsibility, 12
Member responsibility for, 14
payment of fees, 14
registration fee, 11
violations, penalties for, 12
violations, procedures, 12
Tennis Courts, 33
attire, 33
ball machine, 34
Guest play, 33
reservations and play, 33
Tents and Camping
prohibition of, 13
Toilet
temporary, for contractors, 57
Tournaments
Golf Course, 20, 21, 23
Pickleball, 35

Transylvania County
construction permits, 52
Trash
construction, 57
Trash Containers, 45
Tree and Shrub Cutting
Common Areas, 40
private property, 40
restrictions, 13
supervision, 41
Tree and Vegetation Protection
new construction, 54
Tree and Vegetation Removal
new construction, 54
Tree Climbing, 41
Tree Stumps, 54
Trespass, 15
Trim and Shutter Colors, 42

U

Unimproved Lots
responsibility and maintenance, 13

V

Variances
criteria for, 38
granting of, 38
Member comment period, 38
request for, 38
Various Activities and Amenities, 15
Vegetation
clearing in Common Areas, 9
Vehicles
accident, reporting of, 7
Association, use of, 10
bar codes and passes, display of, 6
citations, schedule of, 8
commercial, 12
contractor, 57
contractor, parking, 57
driving offenses, 8
Golf Course, prohibition, 20
loads, 6
motorcycles, 6
operation at work areas, 6
operation of, 6
operator responsibilities, 7
operator violations, 7
parking, 6, 23
recreational, 13
state registration exempt, 6
violations, enforcement of, 7
watercraft towing, decontamination, 24
Violations
A&E Committee notification of, 39
complaints, 35
contractors, 58
fishing, 27
Golf Course rules, 21
guest/tenant, responsibility of Members, 15
littering, 9
Member responsibility, 7
notice to Members, 15
pet nuisances, 14
reporting of, 14
separation of, 36
Tenants, 12
vehicular, 7

W

Walkers
Golf Course, 21
Watercraft
accidents, 25
decontamination, 24
docking facilities, use of, 24
marine toilets, 24
night operation, 25
operation, 24
personal flotation device required, 25
practices, 24
propulsion, 24
registration, 24
rules of the road, 25
safety, 25
signaling method required, 25
speed, 25
storage, 24, 25
trailers, 24
Wellness Center, 18
age limits, 18
attire, 19
perfume or cologne, 19
Wild Animals
feeding of, 9
killing or trapping of, 9
Windows
new home construction/addition, 48
painting or staining, 43