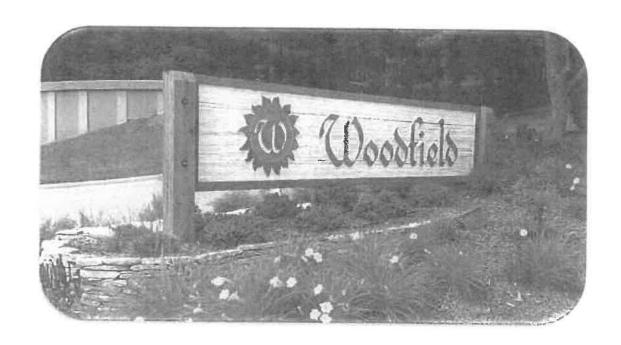
WELCOME TO WOODFIELD



BALDWIN REAL ESTATE, INC.

Property Managers for Woodfield Association, Inc. 2112 Hendersonville Road, Arden, NC 28704 Office Telephone: 828-684-3400

2nd Line & FAX: 828-684-3442

After Hours Emergency Phone: 828-259-3036 Email address: phil@baldwinrealestateinc.com



Woodfield Association, Inc. Welcome Packet June 2015

Contents of Packet

- Welcome Letter from Baldwin Real Estate, Inc., Property Management Company
- Welcome Letter from Woodfield Association Board of Directors (Important Information)
- Woodfield Association Rules and Regulations (3 pages)
- Woodfield Association Procedures for Owners Wishing to Lease Their Unit (2 pages)
- Woodfield Pool and Fire Pit Rules (2 pages)
- Woodfield Association Pet Policy (from Amendment dated June 10, 2011)
- Woodfield Condominium Collection Policy (Dated February 28, 2012)
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- ltems Acceptable for Recycling
- Rights and Responsibilities for Better Communities
- Woodfield Preauthorization Bill Payment Form
- Woodfield Application for Residency Form
- Woodfield Indemnity and Hold Harmless Agreement
- Woodfield Association Request to Lease Form



WELCOME TO WOODFIELD

June 2015

The Woodfield Association, Inc. and the staff at your management company bring you greetings. Enclosed is some information that we hope will help you become better acquainted with the people and life in your community. We would also like you to know how the Association runs. We hope you'll want to be an active participant! You may already be aware that condominium living differs from living in a private home. You are part of a community association, in which each owner not only holds title to a unit, but also holds property in common with all other Unit Owners. Your Association has its own Board of Directors. They are elected in November to 3-year terms at our Annual Meeting of the Association. In addition, the Association might be compared to a small town in that your Association has its own separate set of Rules and Regulations, in order that residents have a smooth functioning and pleasant community. Everyone needs to observe regulations regarding the common areas, parking — where limited, etc. If you are an owner, the owner's Association's legal documents (Declarations & Bylaws, Amendments, and

Rules & Regulations) should have been transferred to you when you closed on the purchase of your home. They include much of the information in this packet. If you did not receive a copy of these documents when you closed on your unit, please contact our Property Management Company, Baldwin Real Estate (828) 684-3400. Your Community Manager at Baldwin Real Estate is Phil Lavezzo.

Your Association's Board of Directors is elected by the residents to oversee general operations, care and maintenance; but we all are accountable for what goes on in our units and in the community. Members of your Board are all volunteers; any policy issue, rules enforcement issue or maintenance question should be directed to Baldwin Real Estate (828) 684-3400.

Maintenance fees are due in the property Manager's office on the 1st of each month. If not received by the 15th of the month, late fees are charged. Your Board depends on these monthly maintenance fees to care for the common areas of the community as well as specified exterior portions of all buildings. In order to avoid any late fees, we strongly encourage all owners to take advantage of electronic fund transfer to remit their monthly assessments. A form is enclosed whereby you can have your maintenance fees automatically deducted from your checking account. If you have any questions concerning completion of this form, please call our Property Manager's office at (828) 684-3400. If you choose not to have electronic fund transfers, payments should be mailed to the address on the front cover page. Please enclose the following information with your first payment:

- 1. Your current address (reference bldg. & unit #), City, State, Zip Code;
- 2. Home Phone #, Work Phone #, Emergency Phone #, e-mail address;
- 3. Date of purchase; and
- 4. Previous owner's name.

This will allow your Property Management Company to get your account set up in their computer promptly, so that your account is properly credited.

We also encourage you to visit the Woodfield Community website at www.baldwinrealestateinc.com. You will need to create a login name and password. On the website you will find the Association's legal documents, rules and regulations, minutes of Board meetings, our budget, our community newsletter, and more.

Again, <u>welcome</u> to WOODFIELD!! We're glad you are here! We hope you find this community a great place in which to live and to make new friends.

BALDWIN REAL ESTATE, INC.

PROPERTY MANAGERS



IMPORTANT INFORMATION FOR NEW OWNERS & RESIDENTS

From your BOARD OF DIRECTORS
June 2015

We would like to take this opportunity to welcome you to Woodfield! We are pleased that you have decided to become a part of our neighborhood. You have certainly made a wise decision. We are a quiet community nestled amongst beautiful trees, shrubs, and flowers. Many of us feel the best place to enjoy our lovely landscape, as well as rain and snow showers, is from our cozy solariums. Our location is perfect, only minutes from both the breathtaking views and tranquility of the Blue Ridge Parkway, and the world class food, shopping, and entertainment of downtown Asheville. Here at Woodfield, we have a total of 41 units

organized into 6 rows. Your neighbors are of all ages, ranging from retirees to young families with small children. Pets and grandchildren are welcome! We suggest you swim in our solar heated pool and play tennis on our tennis court. In our mail room, we post the latest news and important information for our residents. It also houses our book exchange library as well as our suggestion box. If you have any questions, please contact any Board member (list is posted in mail room). Your input is important to us. And again, welcome to the Woodfield community!

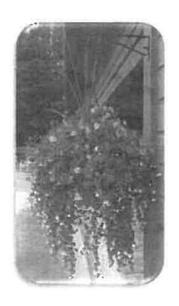
We are a covenant community. If you have never lived in a condominium community before, you may not be aware that we, like other covenant communities, have restrictions, i.e., some prohibitions and requirements set out in our legal documents drawn up by the developer of this community and filed in the Buncombe County Courthouse. Those documents authorize *Woodfield Association, Inc.* to elect a Board of Directors, which in turn is authorized to pass rules and regulations, collect fees, hire contractors, etc. Routine enforcement of Rules and Regulations is the responsibility of the Board of Directors and its contracted Property Manager. They have full responsibility to implement and apply the Rules and Regulations in accordance with established procedure and to levy and collect fines when necessary. Fines may be issued of up to \$100.00 per day for ongoing violations. Before fines are issued, written warnings are always sent first to residents who violate either the document's restrictions or the published rules.

We encourage you to become well acquainted both with the published rules enclosed in this packet, as well as the restrictions in the *Declaration of Condominium* and its *Bylaws*, including *Amendments*. Getting to know these rules and restrictions will help you assimilate well into covenant community living and help you begin to enjoy the benefits of our beautiful community. The documents will also help you know what part of your home you are responsible for maintaining and what part is the responsibility of the Association.

Our Managing Agent and Board members stand ready to help you get used to living in our community. Do not hesitate to bring us your questions and concerns.

Again, WELCOME!

-- Your Board of Directors --



WOODFIELD COMMUNITY INFORMATION

June 2015

This packet contains most of the major rules, regulations and procedures necessary for congenial community living in a condominium association. It does not, however, contain all the declarations and restrictions of Woodfield Association, Inc. We encourage you to become familiar with all of the documents referenced in the preceding letter.

CURRENT BOARD MEMBERS

Position	Name	Phone	Unit#	Term Expires
President	Steve Koletnik	828-273-0240	104	12/1/2017
Vice Pres	96			
Secretary	Tambrey Oettinger	828-779-8403	509	12/1/2017
Treasurer	Suzi McGuire	828-299-9369	306	12/1/2016
Director	Cile Welborn	828-299-0586	307	12/1/2016

WOODFIELD COMMITTEES

Please consider giving some of your time and expertise to an area of interest in our community. Help us make Woodfield even better!

WELCOME & SOCIAL COMMITTEE: Welcomes new residents to our community and coordinates several social events throughout the year (Pool Parties, Progressive Dinner at Christmas and Caroling in the neighborhood, etc.). Contact: Suzi McGuire

LANDSCAPING COMMITTEE: Works with the Board and contractors to develop and implement a plan to maintain and enhance the landscape at Woodfield. Also, assists with planters and hanging baskets located in common areas. Contact: Cile Welborn

CRIME WATCH COMMITTEE: Works with the Board in developing ways to reduce the likelihood of suspicious or unlawful activity in our community. Contact: Kate Beatty

LONG TERM PROJECTS COMMITTEE: Works with the Board and contractors to develop and implement plans for projects that are large in scope and/or cost, for instance: renovation, rebuilding or re-use of common areas such as the tennis court, pool house and picnic area, resurfacing of roads, repair of common area water supply, etc. Contact: Steve Koletnik.

Community Newsletter ~ WOODFIELD WORDS ~ Edited by Tambrey Oettinger

Dumpster Trash Collection – Every Thursday Recycling – Every other Wednesday

WOODFIELD ASSOCIATION, INC.

RULES AND REGULATIONS June 16, 2015

In order to afford residents of Woodfield a congenial community, permanent in nature, the Board of Directors has established the following Rules and Regulations for all owners of units, tenants, guests and their families to follow and abide by.

- Please be aware of and abide by the parking regulations. Vehicles must be parked next to the
 units. An open fire lane must always remain open next to the banks. Do not park in front of
 the dumpsters. Extra parking places are available at the postal and pool areas. Only
 conventional passenger vehicles are allowed. No parking in the marked access spaces 8 am
 to 5 pm.
- Each resident is responsible for keeping the outside of his unit clean and free from personal debris, trash cans, etc. No resident shall permit disturbances at his Unit that would prevent the quiet enjoyment of his neighbors in particular or the community as a whole.
- 3. If you receive mail in your box that does not belong to you, please deposit it back in the mail slot. Do not leave any mail on the counters. If you receive a package, you will find a key in your box. Insert the key into the package facility and remove your package. The key will remain in the lock. Do not try to remove it. The postal person is the only one who can do that.
- 4. All pets must be walked on a leash, and you are responsible for cleaning up after your pet. Please be aware that you are not allowed to tie your pet in any of the common areas. Only 2 (two) total cats/dogs are allowed per unit. Dogs must not exceed 60 lbs. without prior permission of the board. Pets must not become a disturbance to the community. All pets must fall within the current Woodfield Pet Policy (see attached Amendment of June 10, 2011).
- All heating and air conditioning units, including solar water heating and floor heating units, and all appliances are the responsibility of the owner. If you need additional information on maintenance or operation of your heat pump, call a reputable service center.
- 6. Please lower and raise your canvas awning carefully so as not to damage the awning or the greenhouse. Tie down the cords securely on the cleats. During winter months please lower the awning at your unit monthly to allow it to dry out and thus help prevent mold from forming. This practice will extend the life of the awning and ultimately save the Association (YOU) money. Contact Baldwin Real Estate, Inc. if you need assistance with your awning. Additionally, please lower your awning to cover the curved glass and/or keep the windows open in the summertime as the solarium glass can crack if the solarium gets too hot. This practice will extend the life of the solarium glass, which is a considerable part of the annual budget.
- 7. Please watch the bulletin board in the postal facility for announcements from the Board and information on social events. Your newsletter, WOODFIELD WORDS, will be sent via email. If you do not have access to email, please let the current publisher know to arrange an alternate delivery method.

- 8. No resident (owner or tenant) shall conduct a garage sale, rummage sale, or any other commercial activity.
- 9. If your unit has an outside water faucet, you are responsible for it and should take precautions to prevent freezing in winter. Do not leave a hose connected to the faucet in winter. There are several faucets on the common ground, inoperable at this time, which are for the care of the common areas and not for individual use.
- 10. If you are going to be away, please notify the manager and/or a neighbor. Leave a key and/or information on where you can be reached in an emergency. In case of fire or water problems this is extremely important!
- 11. You may place "garbage", small cartons and packaging materials (broken down) in the dumpsters. All large boxes, crates, discarded furnishings and appliances must be disposed of at your expense. If your dumpster appears "full", please take your garbage to the 200, 400 or 600 row dumpsters. Openings must close completely to protect from animals and odors. Do not place items beside the dumpsters. They will not be picked up. We have bi-weekly recyclable pick-up, as well. Please do not throw recyclable items in the regular garbage. Garbage dumpsters are for current Woodfield Residents ONLY (please refer to "Waste Unacceptable for Dumpsters" notice included in this packet).
- 12. If you wish to make any changes, modifications, additions to, or improvements to the outside of your unit or to the common areas (grounds), you must obtain approval from the Board PRIOR to initiating any work. Such changes or modifications include, but are not limited to, the following: changes to the doors of your unit; changes in the common grounds (planting shrubs, trees or flowers); adding a garage or access ramp; installing an exterior radio, TV or Satellite antenna; installing additional lighting outside; installing a solar tube; installing an awning over your back porch/deck; etc. No modifications may be made to the outside of any Woodfield Unit (or to the inside IF it can be seen from the outside of the unit) without prior approval from the Board. A REQUEST TO CHANGE EXTERIOR and an INDEMNITY AND HOLD HARMLESS AGREEMENT Form should be completed and submitted to our Management Company for review and possible approval by the Board. Please contact our Management Company for a copy of these forms. These forms are also available in the mail facility.
- 13. No member shall do anything or allow any condition to exist that would increase the insurance rates of other units.
- 14. All residents are responsible for periodically checking and notifying Woodfield management as soon as possible of any noted damage, such as loose boards, leaks, etc. After a management provided fix, please let the management company know as soon as possible if something is not fixed adequately.
- 15. No sign, advertisement, notice or other lettering shall be exhibited in any manner on a Woodfield Unit, unless approved by the Board.
- 16. No clotheslines shall be permitted outside the units.
- 17. Workmen are hired by the Association and are to be directed ONLY by Association

- management. Please direct questions or concerns regarding work at the Association to management.
- 18. Pursuant to any management agreement between the Association and any managing agent, routine enforcement of these rules and regulations shall be the responsibility of the Board of Directors and the managing agent, and they shall have full authority to implement, interpret and apply these rules and regulations in accordance with established procedures.
- 19. Safe driving habits must be followed at all times. Exercise caution and be observant of children and pedestrians.
- 20. Every owner, whether living in Woodfield or not, must keep the office of the Managing Agent aware of any change in mailing address or phone numbers, listed and unlisted. Owners are also responsible for providing current tenant information.
- 21. Owners and tenants are responsible for following all rules and regulations stated in Woodfield Association legal documents (Declarations and Bylaws, Amendments) as well as rules, regulations and procedures. All residents (owners or tenants) are responsible for the actions of their guests. Parents are responsible for the actions and safety of their children

WOODFIELD ASSOCIATION, INC.

PROCEDURES FOR OWNERS WISHING TO LEASE THEIR UNIT June 16, 2015

As of January 1, 2014, the Woodfield Association, Inc., by a 73% vote of the owners, established, by Amendment, a 10% rental cap for the community. This means that at any given time a maximum of four (4) condominium units may be rented. In addition, the Association also established, by Amendment, a limit on the number of months that any individual unit could be rented to 36 months within any 120 month consecutive period. The following Procedures have been established by the Woodfield Association Board of Directors in order to implement these Amendments to the Amended and Restated Declaration for Woodfield Condominium.

- 1. Any owner intending to rent their unit must first make a request in writing and secure permission to lease their unit, by completing the Woodfield Association Request to Lease Form and forwarding it to our Managing Agent. The written request must be submitted and a written Board approval to rent must be obtained prior to proceeding to lease the unit. If the 10% rental cap has already been reached, the new applicant will be notified of this fact, and will be given the opportunity to have their name placed at the bottom of the Woodfield "Official Rental Waiting List", which is administered by our Property Management Company (see protocol for Waiting List below).
- 2. The lease period for any unit being rented shall be for twelve (12) months and a copy of the current tenant's lease shall be filed with the Managing Agent prior to tenant occupancy. Any exception to or extension of the twelve (12) month lease period due to hardship must be requested in writing and will not be effective until and unless approved in writing by the Board of Directors. In addition, as of January 1, 2014, no unit may be leased more than a total of 36 months within any consecutive 120 month period.
- 3. Please keep in mind that each new lease must have written prior approval by the Board of Directors before the Unit owner is to enter into a lease agreement. If a lease is terminated prior to the end of the lease period, either by the Unit owner or the lessee, the Unit owner must obtain written prior approval by the Board of Directors before releasing their unit.
- 4. Once rented, the owner relinquishes and transfers all use of amenities (pool, fire pit area, tennis court etc.) and community services (garbage pickup, recycling etc.) to the tenant.
- 5. Once an owner has been approved by the Board to rent their unit, they will have ninety (90) days from the date of approval to convert their unit to a rental. If an owner needs more than ninety (90) days, they may make a written request to the Board for additional time. It is in the Board's sole discretion to grant or deny any extension to this ninety (90) day time period. If the owner fails to request an extension of the ninety (90) days, they will be removed from the rental pool when the ninety (90) days have lapsed.

- 6. When a tenant moves out, the owner of that unit (who has received prior approval to lease their unit for a subsequent 12-month lease period) has <u>ninety (90) days only</u> to release their unit. The owner may **not** allow their "rental" unit to sit vacant for more than ninety (90) days, or they will lose their approval to lease their unit, and the owner at the top of the Waiting List will be given the opportunity to rent. Units that sit vacant for more than ninety (90) days will be removed from the rental pool unless the owner submits a request in writing to extend this ninety (90) day period. It is in the Board's sole discretion to grant or deny any extension to this ninety (90) day interim time period (between approved leases). Again, a copy of the new lease must be filed with the Managing Agent prior to tenant occupancy.
- 7. The Unit owner is responsible for making their lessees aware of Association rules and regulations; violations/fines will be directed to the Unit owner.

Protocol: Waiting List to Convert Occupancy Status

In order to maintain a ten percent (10%)-unit rental limit for the Association and provide equity for all owners, an *Official Rental Waiting List* of owners who wish to convert their units from owner-occupied to rental status is maintained by our Property Management Company. Any Woodfield owner who wishes to convert his/her condominium unit to a rental must *first* submit a completed *Woodfield Association Request to Lease Form* to the Association's Property Management Company, and receive written approval from the Board *before* offering the unit as a rental. If the 10% unit rental limit has already been reached, the requesting owner's name will be placed at the bottom of the *Official Rental Waiting List*. Each applicant thereafter shall be added to the list in the order in which the completed *Woodfield Association Request to Lease Form* was received (by date) by our Property Management Company.

When there are less than 10% of units being rented in our community (i.e., 3 or less rentals), the owner at the top of the "Official Rental Waiting List" will be given the first option to convert, and so on down the list numerically until an applicant is determined who in fact will convert at that time. By the numerical order from first to last, owners will be given one (1) opportunity to convert the status of their home. Upon the 1st declination to convert, an owner's name will then be moved to the bottom of the Waiting List (or removed from the list at the owner's request). When an opening in non-owner occupied status occurs, and no one on the Waiting List desires to rent at that time, the community at large will be notified of the available slot.

If no response is received by our Property Manager within 30 days after notifying an owner on the "Official Rental Waiting List" that a rental slot is available, that lack of response will be considered and treated as a declination to convert. An exception, however, may be granted when the property owner is known to be on an extended absence from the home, e.g., due to illness or extended travel.

An owner who is given permission to convert their unit to a rental unit after having been on the waiting list shall follow all the same procedures listed above.



WOODFIELD POOL AND FIRE PIT RULES

August 2015

Use of the pool and fire pit is restricted to Woodfield residents and to guests accompanied by an adult resident for their private enjoyment only, not for business or commercial purposes. Individuals using these facilities who are unknown to any resident will be asked

to leave Woodfield. Failure to comply will result in a call to the Buncombe County Sheriff's office to enforce our no trespassing sign. The pool is open during warmer months from 9:00 AM until 10:00 PM daily except when a "NO SWIMMING" sign is posted on the pool gate. Everyone on Woodfield property must comply with local, state, and national laws at all times. For the health and safety of all individuals, the following rules apply to all entering the pool/fire pit enclosure:

- Guests must be accompanied by an adult resident.
- 2. Because there is no lifeguard, all persons using the pool do so at their own risk. Woodfield Association assumes no responsibility or liability for injury of any kind.
- 3. Swimming alone is not permitted. An additional adult must be present.
- 4. Swimmers must shower before entering the pool.
- 5. Incontinent persons must wear swim diapers.
- 6. Individuals under the age of 16 may not swim unless accompanied by an adult. Adults must have their eyes on their children at all times.
- 7. Our pool is not certified for diving. Diving into the pool from any surface (especially the roof!) is prohibited. Enter the pool feet first, using caution at all times. "Cannon ball" diving is strictly prohibited.
- 8. Horseplay, running, skateboards, bicycles, etc. within the fenced area is prohibited. This includes: tandem jumping into the pool (only one person at a time); no shoulder standing or riding or diving from shoulders; no pushing or shoving; no tossing children into the water when in the pool; no excessive splashing; and no excessive screaming.
- 9. No animals are allowed within the fenced area, with the exception of service and assistance animals.
- 10. Glass of any kind is prohibited within the fenced area.
- 11. Food or drink is confined to, and must be consumed in, the picnic area.
- 12. The picnic area must be cleaned up after use.
- 13. Radios or other devices producing sound must be kept at a low volume. Headphones are recommended.
- 14. Smoking and alcohol are not allowed within the fenced-in area, which includes the fire pit area.
- 15. Space limitations require that the parking spaces at the poll be reserved for those using the pool during the swimming season. When the pool is open, 9 AM-10 PM, only one car per unit of those using the pool may be parked in these spaces.
- Use the pool telephone to call emergency response teams. This telephone is for 911 use only.
- 17. Absolutely no hanging on the rope. If you move the rope, put it back when you leave.
- 18. Absolutely no hanging, swinging, lying, or playing on the ladders or any handrails.
- 19. No water balloons. (The rubber scraps get caught in the filtration system and can lead to costly repair.)
- 20. No floats can be left at the pool. Bring them with you and take them home when you leave. If a float is left at the pool more than three days, it will be disposed of.

- 21. Close the umbrellas when you leave, and do not open the umbrellas on a windy day.
- 22. Guests are restricted to four (4) guests per unit per day. Exceptions are made for residents who may have family or grandchildren visiting on an occasional basis. When the number of residents plus guests (residents + 4) exceed eight (8) people, that is considered a party and is subject to board approval prior to the planned pool usage.
- 23. Violation of these rules will result in a warning letter for a first infraction, and loss of recreational area privileges for subsequent violations.
- 24. These rules are pursuant to the State of North Carolina Law and requirements.

POOL KEYS: Residents (adults or children) providing pool keys to non-residents may be prohibited from use of Woodfield's recreational area for a period determined by the Board of Directors. Each unit is assigned one (1) pool key. Replacement keys are \$50.00, and are available through the Property Manager's office. Residents are responsible for the actions of their guests, and must ensure that their guests comply with Woodfield's rules. Your cooperation is appreciated.

POOL PARTIES: Residents wishing to have a pool party (defined as 8, but no more than 24, guests and/or serving of food/drinks) must apply to the Board of Directors two (2) weeks in advance, describing the type of party planned, date, time, approximate ages and number of the attendees, and the responsible adult resident hosting the event. A notice of the party is to be posted in the mail facility one (1) week in advance. Parties are not to be held during national holidays. The resident host will be responsible for any damage to the facilities, and must ensure that the area is clean after conclusion of the party. Other residents may use the facilities during the party. Residents and guests attending the party must comply with the rules listed above. Because no lifeguard is present, all persons attending do so at their own risk, and Woodfield Association assumes no responsibility or liability for injury of any kind.



ADDITIONAL RULES - FIRE PIT

- 1. Keep the fire small, since the area is surrounded by trees.
- 2. Never stack the wood higher than the top of the fire pit.
- 3. Observe Buncombe County "No Burn" days and times.
- 4. All persons must exercise caution around the fire and assume the natural risks involved by entering the fire pit area.
- 5. Glass is prohibited in the fire pit area.
- 6. No one is allowed to use the fire pit unless accompanied by an adult resident.
- 7. Try to leave some wood for the next group that wants to enjoy a fire.
- 8. Radios and other sound producing devices must be kept at a low volume. Headphones will be appreciated.
- 9. The fire pit area is open from 9 AM until 10 PM. Ask your Board if you want to extend the hours.
- 10. Take care when touching the outside of the fire pit or the metal cover, which may be hot even if they appear to be cool.
- 11. Ensure that the fire is out when you leave. Use the cover to extinguish the fire, not water.
- 12. Put ashes/sand ONLY from the fire pit in the metal can provided. NEVER put trash in the metal can. Use the plastic garbage cans at the pool.
- 13. Make sure that the cover is on the fire pit when you leave.
- 14. Use the pool telephone to call emergency response teams. This telephone is for 911 use only.
- 15. Violations of these rules will result in a warning letter for a first infraction, and loss of recreational area privileges for subsequent violations.



Woodfield Association Pet Policy

Amendment to Amended and Restated Deciaration for Woodfield Condominium Amended on June 10, 2011

Article 7, Section 7.5 of the Declaration (original) is hereby deleted and replaced with the following Article 7, Section 7.5.

"Owners will be permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat per unit. A dog may not exceed sixty (60) pounds, and the combined allowed weight of two (2) dogs may not exceed one hundred (100) pounds. Dogs of any size that have been bred or trained for fighting or aggressive behavior, who have been listed on the Buncombe (or any other city/county) dangerous dog list or who are dog-wolf (or other non-domestic canine) hybrids are not allowed. Rottweilers and Pit Bulls, or any mixed dog that contains these breeds in the mix, are not allowed. A dog larger than sixty (60) pounds may be allowed by the Board of Directors in its sole discretion as decided on a case-by-case basis, provided the request for a written waiver is made prior to obtaining the dog. Domestic cats of any size are allowed but hybrid cats (a domestic/non-domestic cat mix) are not allowed. A reasonable number of the following caged, terrarium or aquarium animals are allowed: hamsters, gerbils, guinea pigs, mice, rats, fish, frogs, toads, small turtles and small birds. "Reasonable amount" and "small" are defined by the Board of Directors in its sole discretion, or in the sole discretion of its designated committee, as they differ for each of the animals and species stated."

"If an animal that a resident would like is not listed above, the resident and/or owner of the unit may petition the Board of Directors or its designated committee for a written waiver <u>prior</u> to obtaining the animal. No pets shall be kept, bred, or maintained for any commercial purposes. Pets shall be confined on a leash at all times that they are outside the Unit. Any animal waste deposited outside the Unit shall be immediately collected and disposed of by the Owner. Without prejudice to the Board's right to remove any such pet, no pet that has caused damage or injury may be walked in or on the Condominium Property."

"No pets shall roam free, endanger the health of the residents and Owners, make objectionable noise, or be a nuisance or inconvenience to the Owners of other Units. If the Board determines, in its sole discretion, that a pet is a violation of any portion of Section 7.5, the pet may be removed by the Board after the Board has provided the Owner or resident with notice and an opportunity to be heard. Alternatively, if the Board determines in its sole discretion that a pet is a violation of any portion of Section 7.5, the Board may levy fines after providing the Owner or resident with notice and an opportunity to be heard."

"The Board is hereby authorized to promulgate and to enforce additional rules and regulations for pets."

Woodfield Condominium Collection Policy for Delinquent Accounts February 28, 2012

A.) Board Resolution

- The Board deems it to be in the best interests of the Association to adopt a uniform
 and systematic procedure for dealing with delinquent accounts in a timely manner and
 to refer these accounts promptly to the Association's attorney to pursue collections
 approved by the Board, acting through the Manager, so as to minimize the
 Association's loss of revenue.
- The Board shall levy certain charges against property owners in accordance with the provisions Article IV of the By-Laws and Article 11 of the Amended and Restated Declaration.
- The Board reserves the right to waive or alter the following collection policy and procedure if exigent circumstances exist and upon resolution of the Board.
- The homeowner's account will be charged all costs incurred by the Association in collection of past due accounts.
- A copy of this Resolution shall be sent to all owners at their last known addresses.

B.) Due Date

Monthly assessments are due on the first day of each month.

C.) Consequences

First Notice + Late Fee (10% of monthly assessment) + 18% interest from due date
 A First Notice will be sent to any owner that is fifteen (15) days delinquent requesting
 immediate payment and detailing the interest, late fees & other charges due. The First
 Notice shall also state that unless the owner disputes the validity of the debt within
 thirty days (30) after receipt of notice, the debt will be assumed valid.

2. Second Notice/15 Day Demand

A second notice (15 day demand) will be sent to any owner that is forty-five (45) days delinquent that may include acceleration that if the account is not paid in full within fifteen (15) days a Notice of Claim of Lien will be recorded and a copy will be forwarded to any lender with a mortgage against the unit. The Second Notice shall state that any request for special consideration of hardship circumstances must be submitted in writing to the Board BEFORE the assessment becomes sixty (60) days delinquent, and if not so submitted, then such request shall be deemed waived.

3. <u>Collection Turned Over To Attorney</u>

The Manager is directed to refer any account which remains delinquent fifteen (15) days after the Second Notice to the Attorney for all legal remedies available.

4. Membership Privileges Suspended The membership privileges of any owner whose account is thirty (30) days past due may be suspended at any time at the discretion of the Board.

C.) Contact With Delinquent Owner, Legal Fees and Costs

- 1. Once a delinquent account has been turned over to the Association's attorneys. neither Management nor Board Members shall have contact with the owner.
- 2. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent owner to the extent allowed by North Carolina law and shall be collectible as an assessment as provided in the By-Laws and Articles of the Declaration of Protective Covenants

D.) Additional Enforcement Remedies

If after the expiration of the period specified in the Association's Second Notice & 15 Day Demand, an account remains delinquent, the Association's attorneys are authorized to take such further action as they, in consultation with the Board, believe to be in the best interest of the Association, including, but not limited to:

- 1. Filing suit against delinquent owner,
- 2. Filing claim of lien and if necessary, instituting a non-judicial foreclosure of the Association's lien. No lien can be foreclosed on unless the assessment remains unpaid for 90 days or more and the Board of Directors votes to commence the proceeding against a specific unit/lot.
- Filing a proof of claim in a bankruptcy.
- 4. Instituting a judicial action for foreclosure of the Association's lien.

This Resolution was adopted by the Board of Directors on February 28, 2012 and shall be effective on March 31, 2012.

STEPHEN KOLETNIK

Print Name

ecilia S Welborn
retary
ecilia S Welborn

Print Name

WASTE UNACCEPTABLE FOR DUMPSTERS

Please refrain from throwing the following items in our dumpsters:

CFL bulbs

Motor Vehicle Parts

Appliances, TVs

Kerosene

Computers

Human or Animal remains

Ratteries

Manure

Drums

Agricultural Farm Equipment

Pallets

Tires

Asbestos

Gasoline or oil products

Tree stumps/limbs

Paint or paint thinners

Toxic materials

Flammable products

Stone, Rock & Brick

Propane/oxygen/helium tanks

Furniture or Mattresses Wood or building waste

Live ammunition or weapons Thank you.

ITEMS ACCEPTABLE FOR RECYLING

The following items may be placed in your recycling bins:

Metal Cans (aluminum, steel and tin)

EMPTY Aerosol Cans

Aluminum Food Trays

Gable top and Aseptic Containers

Pie Tins

All Plastic Containers #1-7 (no Styrofoam . black trays or plant trays)

Glass Bottles & Jars (brown, green & clear ONLY)

Please keep the following DRY:

Corrugated Cardboard (broken down and flat)

Newspaper/Inserts

Brown Paper Grocery Bags

Catalogs/Magazines

Cereal Boxes

Construction Paper

Egg Cartons (paper ONLY)

Envelopes w/ plastic windows

Frozen Food Boxes (white inside)

Manilla Envelopes w/ clasp

Glossy Paper, Junk Mail

Paperback Books/Phone Books

Office Paper, Post-It Notes

Soda or Beer Cartons

Toilet & Paper Towel Tubes

Shredded Paper (place in paper bag with top closed)

Wrapping Paper

ITEMS THAT ARE NOT RECYCLABLE with our service:

Plastic Bags/Plastic Wrap

Aluminum Foil/Styrofoam

Dishes/Cookware/Glasses

Light Bulbs

Paper towels/tissues

Black microwavable trays

Thank you.

Rights and Responsibilities for Better Communities

Principles for Homeowners and Community Leaders

Homeowners Have the Right To:

- 1. A responsive and competent community association.
- Honest, fair and respectful treatment by community leaders and managers.
- Participate in governing the community association by attending meetings, serving on committees and standing for election.
- 4. Access appropriate association books and records.
- 5. Prudent expenditure of fees and other assessments.
- Live in a community where the property is maintained according to established standards.
- Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
- Receive all documents that address rules and regulations governing the community association—if not prior to purchase and sextlement by a real estate agent or attorney, then upon joining the community.
- Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

Homeowners Have the Responsibility To:

- 1. Read and comply with the governing documents of the community.
- 2. Maintain their property according to established standards.
- 3. Treat association leaders honestly and with respect.
- 4. Vote in community elections and on other issues.
- 5. Pay association assessments and charges on time.
- Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- Request reconsideration of material decisions that personally affect them.
- Provide current contact information to association leaders or managers to help ensure they receive information from the community.
- Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

Community Leaders Have the Right To:

- Expect owners and non-owner residents to meet their financial obligations to the community.
- Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
- 3. Respectful and honest treatment from residents.
- 4. Conduct meetings in a positive and constructive atmosphere.
- Receive support and constructive input from owners and nonowner residents.

- 6. Personal privacy at home and during leisure time in the community.
- Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibiliries, and as approved by the association.

Community Leaders Have the Responsibility To:

- Fulfill their fiduciary duries to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
- Exercise sound business judgment and follow established management practices.
- Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
- Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
- Establish committees or use other methods to obtain input from owners and non-owner residents.
- 6. Conduct open, fair and well-publicized elections.
- Welcome and educate new members of the community—owners and non-owner residents alike.
- Encourage input from residents on issues affecting them personally and the community as a whole.
- Encourage events that foster neighborliness and a sense of community.
- Conduct business in a transparent manner when feasible and appropriate.
- Allow homeowners access to appropriate community records, when requested.
- 12. Collect all monies due from owners and non-owner residents.
- 13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
- 14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights where permitted by law and the association's governing documents.
- 15. Initiate foreclosure proceedings only as a measure of last resort.
- 16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
- 17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)



Community Associations Institute (CAI) is a actional organization dedicated to festering vibrant, responsive, competent community associations. Founded in 1973, CAI represents association-governed communities, such as condominium and homeowner associations, cooperatives, and planned communities. To learn more about CAI and its local, regional and state chapters, visit www.caionline.org or call (888) 274-4321.

Sponsored by CAI's President's Club



2112 Hendersonville Rd, Arden NC 28704 828-684-3400
E-mail office@baldwinrealestateinc.com Fax 828-684-3442

If you are currently paying your monthly dues electronically, or if you wish to begin doing so now, please complete this form.

PREAUTHORIZED BILL PAYMENTS WOODFIELD ASSOCIATION, INC. (PLEASE ATTACH A <u>VOIDED</u> CHECK TO THIS FORM)

Through pre-authorized bill payment, you give Baldwin Real Estate, Inc. the right to automatically debit your personal checking or savings account for your maintenance fees. After you complete this form, the information you provide will be sent to your bank or savings institution. If you wish to begin using direct debit through Baldwin Real Estate Inc., or change your checking account number, simply complete the form and return it to Baldwin Real Estate, Inc. at the address above. We will do the rest.

If you are new to direct debit, please consider the following benefits: no checks to write for your maintenance fees; no postage expense or risk of late payments; no late-payment interest charges; excellent payment and credit records. If you decide direct debit will work for you, complete and return this form to Baldwin Real Estate at the address above.

To receive the many benefits of this service, you will need to sign an authorization for us to <u>automatically debit your personal checking or savings account for your maintenance fees</u>. We will transmit your debit information to the Company's bank for processing. The information will then be transmitted to your bank or savings institution for withdrawal from your account. Because virtually all-financial institutions participate in the direct debit program, there should be no need to alter your current banking arrangement.

To help us determine your interest in the direct debit service, please check the following space and return this form.

I would like to participate in direct debit.

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT (ACH DEBITS)

(We) and th	hereby authorize <u>Ba</u> e depository named b	eal Estate, Inc. Company ID No. Idwin Real Estate, Inc. to initiate elow is authorized to debit that acculate of transfer at least ten calendar	charges to the checking (ount. If the amount varies,) account in the amount specified below, the company will send written notice of the id transfer date.
Depos	itory Name			Branch
City			State	Zip Code
Bank] (Bank	Fransit/ABA_ Transit/ABA is the firs	t set of #s on your check a <u>voided</u>	AccountNumb	per o that we can verify these numbers)
\$	Amount	Range of Amounts \$	Not to Exceed \$	Transfer Date 10th day of every month.
This a reason deposi shall he cur days for after positions.	Luthority is to remain nable opportunity to to tory prior to charging ave the right to ask the stomer shall have fulfi ollowing the date the osting, whichever com	ake action. The depository custor the account. If the organization inition we depository to credit the amount for led the following conditions: Notify customer received the statement of the statement of the the statement of the statement of the the statement of the statement of the the statement of the	received written notice ner has the right to stop ates an incorrect debit ent rom that entry to the acco the depository in writing o	of termination and has been provided a payment of debit entry by notifying the ry to the customer's account, the customer unt. To obtain proper credit to the account of the incorrect entry within fifteen calendar days
Name((s)		Unit No	
Date		Signed	Signed	

Managed by Baldwin Real Estate, inc.

APPLICATION FOR RESIDENCY IN WOODFIELD ASSOCIATION

Unit #:		Anticipated Move-in Date:	ticipated Move-in Date:		
Applicant(s)	Name(s):				
Phone:		E-mail:			
Pets: Please note that for cats and dogs, a maximum of two (2) per A dog may not exceed sixty (60) pounds and the combined allowed may not exceed one hundred (100) pounds. Please see Woodfield in the Amendment to Amended and Restated Declaration for Wood Amended on June 10, 2011, for further restrictions on pet breeds, etc.				d weight of two (2) dogs d Association Pet Policy Voodfield Condominium	
				Weight:	
				Weight:	
Vehicle(s):	Make:		Model: _		
	Make: _		Model: _		
received and Bylaws and	d read cor Rules and	ne above information to be copies of all applicable Woodfield Regulations and agree to reduce documents.	ld Associa	ation Declarations and	
Signed:			Date		
Signed:			Date): _;	
For Board U	lse:				
Approved by	y :			, , , , , , , , , , , , , , , , , , ,	
	11		40.5		

Managed by Baldwin Real Estate, Inc. 2112 Hendersonville Rd., Arden, NC 28704

Phone: 828-684-3400 Fax: 828-684-3442 Email: office@baldwinrealestateinc.com

Managed by Baldwin Real Estate, Inc.

REQUEST TO CHANGE EXTERIOR

This form is to be used to request permission to make changes to the exterior at WOODFIELD ASSOCIATION. SEND THIS FORM TO "Woodfield Association, Inc. c/o Baldwin Real Estate, 2112 Hendersonville Road, Arden, NC 28704 for presentation to the Board of Directors and for review, filing. In the normal course of business, requests will be considered at the duly called monthly meeting of the Board of Directors. Although this is not a complete list, some common examples of exterior changes are: satellite dish installations, window replacements, window additions, plantings, etc. Please call (828) 684-3400 if you have any questions on the review / approval process.

Following initial approval, it may be necessary for you to submit a detailed plan of the change. Our recommendation to the homeowner is that you verify the contractor's insurance coverage. The contractor can provide you with an insurance certificate with their coverage listed. If requested, send this information to Woodfield Association at the above address before any work is started.

TAKE NO ACTION LINTIL WRITTEN APPROVAL IS DECEMBED AND ALL CONDITIONS MET

NAME:	DATE:	
ADDRESS:		
	wing changes made to the exterior of our WOODFIELD Unit. (At each additional paper as necessary.)	tach sketches or, for structura
Anticipated Start Date:	Anticipated Completion Date:)
Identify Contractor(s) (Name, Bus Number)	iness Name, Phone	
******		Color Sept
Is/are Contractor(s) insured for Lia Law?	ability (\$300,000) Minimum) and Workers Compensation a	s required by NC State

Managed by Baldwin Real Estate, Inc. 2112 Hendersonville Rd Arden, NC 28704

Phone: 828-684-3400 Fax: 828-684-3442 Email: office@baldwinrealestateinc.com

Managed by Baldwin Real Estate, Inc.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Unit Owner(s) agree to and will Indemnify and hold harmless Woodfield Association Inc., its Officers, Directors, Members, and Agents, from and against any and all liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with this change of exterior.

The Association will not be held responsible for ensuring compliance with restrictions regarding utility easements or other restrictions Imposed by other local or state government bodies or companies.

Signature of Unit Owner(s)

	-			
	_			
**************************************	OFFICE USE OF	1 T A******	**********	Date copies
to Officer or Director:				
Date of Action by Board of Directors	Approved	Disapproved	Conditionally Approved_	
Conditions:				
Signature				

Managed by Baldwin Real Estate, Inc.

WOODFIELD ASSOCIATION REQUEST TO LEASE FORM

To be completed by Unit Owner:					
Date of Submittal:					
Unit Owners' Names:	Jnit Owners' Names:				
Unit Number:					
In accordance with Amended Article No. 13, Section 13.1, the Limitation of Leased Units within the Woodfield Condominium Association, I/we request that unit number be approved by the Woodfield Board of Directors as a unit eligible to be leased for a twelve (12) month period. I/we have a copy of the <i>Procedures for Owners Wishing to Lease Their Unit</i> and agree to abide by these established procedures. Signed:					
					Forward this Request to Lease to:
To be completed by the Woodfield B	oard of Directors:				
Date of receipt by the Woodfield Board	of Directors:				
Date of response by the Woodfield Boa (Date of response will be within 30 c	ard of Directors:days of date of receipt.)				
Approved					
May be placed on Waiting List upon \	Signature of Board Member Written request of Unit Owner.)				
	nc. 2112 Hendersonville Rd., Arden, NC 28704				

Request to Lease Form (6/2015)