

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, Associate Members, 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 dwelling 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. A notice outlining the new or amended rule(s) or regulation(s) will be published for two weeks preceding the Board meeting at which the rule or regulation will be on the agenda for a vote; and

WHEREAS, any violations of the Rules and Regulations may be referred to the Judicial Committee as outlined in Article XV.

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

ARTICLE I
RULES AND REGULATIONS – DEFINITIONS

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

1. "A&EC" means the Architecture and Environment Committee of the Connestee Falls Property Owners Association.
2. "Articles" means the Articles of Incorporation of the Connestee Falls Property Owners Association.
3. "Associate Member" is a contractual member who has full use of all amenities at a fee set by the Board of Directors.
4. "Association" means the Connestee Falls Property Owners Association, Inc., a North Carolina not-for-profit corporation.
5. "Board" means the Board of Directors of the Connestee Falls Property Owners Association.
6. "Bylaws" means the Bylaws of the Connestee Falls Property Owners Association.
7. "Common Area" means all of the real property designated as such in the Supplemental Declaration, all real property which may be later annexed to the Development as Common Area, and all real property acquired by the Association, whether from the Declarant or otherwise, together in each instance with all Improvements which may be at any time constructed thereon, including, but not limited to, recreation and Community facilities, lakes, parks, and streets.
8. "Community" means the Connestee Falls Community, as the same may be shown on the maps thereof recorded from time to time. Community will also be used interchangeably with "Development".

9. "Declaration" means the Declaration of Restrictive Covenants for Connestee Falls to which all of the Lots and Parcels in the Development are subject and recorded in the State of North Carolina, County of Transylvania, on the first (1st) day of September, 2009, as the same may be supplemented or amended from time to time.
10. "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.
11. "Golfing Member" is defined as a member of Connestee Falls Property Owners Association who pays a golf membership fee.
12. "Guest" means any person not an Association member or Associate Member who is either 1) temporarily visiting, upon invitation, the Connestee Falls home of a member, or 2) is accompanied by a member.
13. "Improvement" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae, docks, and any other structure of any type or kind.
14. "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.
15. "Lot" means any numbered Lot designated on the Plat or any apartment or living unit in a Multiple Family Dwelling.
16. "Multiple Family Dwelling" means a residential dwelling, such as an attached duplex, apartment, house, or condominium complex containing two (2) or more individual apartments or living units and constructed on a Lot or Parcel where use is designated in the Supplemental Declaration as multi-family residential.
17. "Owner or Property Owner" means:
- A. any person or legal entity, including Connestee Falls Development Corporation, who holds fee simple title to any Lot; or
 - B. any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to a written agreement, in which case seller under said agreement shall cease to be the Owner while said agreement is in effect.
18. "Parcel" means any named, lettered tract shown on a map or plan of one area (plat).
19. "Plat" means the maps or plans of Connestee Falls as they are from time to time recorded.
20. "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) adult persons not so related, together with his or their domestic servants maintaining a common household in such dwelling, which dwelling is constructed on a Lot designated in the Supplemental Declaration as a single family residential Lot.
21. "Supplemental Declaration" means:
- A. the recorded Supplemental Declaration of the Declarant; or
 - B. in the case of real property being annexed to Connestee Falls, the recorded Supplemental Declaration of the Association which incorporates the provisions of the Declaration therein

by reference. In either event, the Supplemental Declaration shall include a description of the real property in Connestee Falls, subject to the provisions of the Declaration and shall designate the authorized uses of such property.

22. "Tenant" means a person who has the right to occupy the dwelling through arrangements with Owner.

ARTICLE II RULES AND REGULATIONS GOVERNING ENTRY TO CONNESTEE FALLS

1. Only members and Associate Members of the Association, Associate Members of the Connestee Community, and those provided for in contracts with the Association will be admitted to the Development without the prior approval of the appropriate Owner or an authorized representative of the Association.

2. Guests, Tenants, and other visitors will be allowed admission only if certified by the Owner or an authorized representative of the Owner. Such certification shall be in writing or by telephone call to or from the Owner and shall state the term of the visit and the privileges to be granted. Telephone certification from an Owner may be confirmed by the Association by return call. All long distance calls to Owners will be made collect. Blanket certification will not be accepted by the Association, except in accordance with policies and procedures established by the Board.

3. Membership certificates (cards) will be issued to all members and Associate Members 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 Associate Member Security may allow entry so that the necessary arrangements can be made for obtaining a certificate, provided the member or Associate Member can provide adequate identification.

4. Tenants and others occupying a home while the Owner is not on property must register with the Administration Office and pay the appropriate fee as stated in the Annual Fee Schedule. Identification (vehicle hang tag) for Guests and other visitors may be secured at any manned security entrance upon entry for the first time. When the Owner is to be absent at the time of the Guests' visit, the Owner must write a brief "Letter of Introduction" for the Guest including the Owner's wishes relating to payment of the registration fee. The Owner must properly certify that the Guests, Tenants, and other visitors shall be allowed admission and are authorized to use the various facilities and amenities to which the Owner is entitled. Immediate family members do not have to pay the registration fee.

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

6. Any individual 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, for violation thereof.

7. Anyone entering the Community must show his/her current membership certificate or proper identification, as required by the Association, to Security whenever and as often as required.

8. All vehicles entering 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. Electronic vehicle bar codes will be issued in accordance with procedures established by the Board.

ARTICLE III
RULES AND REGULATIONS GOVERNING USE OF THE ROADS

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.

1. 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.
2. 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. No vehicle shall pass another moving vehicle.
4. 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. 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. 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 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 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. 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. When vehicle loads may be determined by the Association to be damaging to the roads, 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. 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. In the event of any accident involving a motorized vehicle or bicycle, Security must be notified immediately.
11. 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 of these Rules and Regulations may result in the vehicle operator and/or Owner appearing before the Judicial Committee to answer charges for the same. 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 Owner.

13. For the purpose of compliance, Property Owners agree to notify all occupants of their property, as well as visitors and invitees, of these Rules and Regulations. Property Owners are responsible for all violations and losses caused by such occupants, visitors and invitees. 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 visitors and/or invitees found to have violated these Rules and Regulations. This shall be in addition to any penalties levied by the Judicial Committee.

14. As deemed necessary by the Board of Directors, the General Manager will direct Security personnel to monitor and enforce the Rules and Regulations contained in this section.

Procedures:

Security personnel 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 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.

Extenuating circumstances regarding appearance may be submitted in writing to the Judicial Committee Chair at least seven days prior to the scheduled hearing.

Responsibilities of vehicle operators:

Vehicle operators have at least two responsibilities in keeping our roads safe:

1. To drive safely, observing these regulations.
2. 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.

Schedule of Driving Offenses:

Warning

Ten mph or less over the applicable speed limit

Parked too close to the road (within four feet of paved road surface)

Class 1 (Appearance before the Judicial Committee is optional)

Failure to stop for a stop sign

Eleven to twenty mph over the applicable speed limit

Failure to yield right of way

Following too closely

Littering from a vehicle

Driving on the wrong way on a one way street

Class 2 (Must appear before Judicial Committee)

Reckless Driving

Passing a moving vehicle

Driving the wrong side of the center line

Leaving the scene of an accident

Twenty one or more mph over the applicable speed limit

Exceeding ten mph in a work zone and/or failure to heed flagman instruction

Offenses listed above are defined in G.S. 20, State of North Carolina

Fine Schedule:

1. When a warning is issued to an individual, no further action will be taken. However, if a second warning is issued within a six month period, it, and any subsequent warnings shall be treated as a Class 1 citation.
2. The fine for an initial Class 1 citation shall be \$25. A second Class 1 citation, issued within a two year period will incur a fine of \$50. Additional Class 1 citations within a two year period (with the exception of parking citations) may be treated as Class 2 citations.
3. An initial Class 2 citation will incur a fine of \$100. The Judicial Committee may determine additional penalties. A second Class 2 citation, within a two year period, may result in a \$100 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
RULES AND REGULATIONS GOVERNING GENERAL ACTIVITIES

1. 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 which cause disturbances to others are not permitted.
3. 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. 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. 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. 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 Connestee Maintenance staff to work whenever required.
4. 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. 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 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. The burning of trash, paper, tree slash or any other combustible material, out-of-doors, within the Community, is prohibited, including open pit fires. This does not apply to grills on private property and designated areas. "NO BURN" SIGNS WILL BE POSTED WHEN CONDITIONS REQUIRE, AND UNDER NO CIRCUMSTANCES WILL GRILL OR ANY FIRES BE ALLOWED DURING THOSE TIMES.
8. 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. 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. 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 feeding of any wild animals is prohibited. The unauthorized release of such trapped animals or birds is a violation. Information from the N.C. Wildlife Resources Commission recommends no feeding of wildlife. 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. Property Owners who feed the birds in ways that attract bears are also in violation. Encouraging the presence of wild animals by feeding is a violation.
10. 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 including but not limited to the golf course, clubhouse, etc. Discharging of any firearm for practice or target shooting is prohibited. The use of air or gas-powered guns by an adult Owner is allowed only within the boundaries of his/her lot. All fireworks and firecrackers are prohibited.
11. 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. Each Owner absent from within the Community should provide the Association with an address and telephone number at which some responsible person can be reached in accordance with procedures established by the General Manager.
13. 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, Associate Member, or their Guests, or Tenants.
14. Any complaint requiring the action of the Board or dealing with another member or Associate Member 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. Security will, however, investigate any violation of the Declaration, the Bylaws, and these Rules and Regulations or unusual events reported.
15. 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. 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 Owner.
17. Any suspicious or unusual event should be reported to Security. This includes suspicious individuals, storm damage, washouts, injuries, sudden serious illness, etc.
18. All fires should be reported immediately to the Transylvania Emergency Communications number of 911. The caller should give his/her name, Connestee Falls, and the appropriate grid coordinates. (Grid coordinates may be obtained by contacting the Administration Office or from the Association Homeowners Directory.)

19. 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 Associate Members will be requested to cooperate with this procedure.
20. 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. Any Association employee and/or Board member who wishes to purchase an Association Lot, directly or through a third party is limited to purchasing Lots that have been publicly listed for sale for at least three (3) months.

ARTICLE V
RULES AND REGULATIONS GOVERNING TENANTS

1. The rental of homes is subject to the following conditions:
 - a. Connestee Falls Property Owners who rent their property must be in good standing.
 - b. Residences may not be rented as sub-leased property.
 - c. A Rental of Residence Form must be completed.
2. Only the Property Owner or an agency that is under contract to manage such property for the Owner, is authorized to execute a rental agreement for property in the Connestee Falls Community. A letter from the Property Owner naming the agent authorized to rent their property must be on file at the Association's Administration Office.
3. A copy of the rental agreement (with rental costs blacked out) must be submitted to the Connestee Falls Administration Office, along with a completed Rental of Residence Form and the applicable tenant fee. (See Appendix H for copy of Rental of Residence Form.) Applications will be processed as soon as possible but no more than three (3) working days after receipt.
4. A fee will be charged for each registered tenant. An immediate family member (defined as spouse and/or children) is exempt from additional tenant fees. Tenant fees and user fees are established by the Connestee Falls Property Owners Association's Board of Directors on an annual basis. One day occupancy in a calendar month shall count as a whole month. All tenants will pay tenant fees in advance for the period of their occupancy.
5. Tenants will be issued a tenant card which will include a termination date. The issuance of a tenant card shall be construed as a revocable license to enter Connestee Falls during the period of the rental agreement. The tenant's card authorizes the issuance of a vehicle bar code for vehicles of long term tenants or a pass to be hung over the rear view mirror in the case of short term rentals of less than one hundred and eighty (180) days duration. The tenant 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. They must pay cash or use Visa or Master Card charge cards. Personal checks will be accepted. Amenity and facilities fees are non-refundable and non-transferable except as approved by the General Manager.
6. The Property Owner shall be ultimately responsible for the payment of all applicable tenant and user fees. The Property Owner shall also be responsible for the payment of penalties or other charges levied upon the tenant and not paid by the tenant. Unused portions of tenant fees will be returned subsequent to the termination of occupancy and the completion and submittal to Administration of a tenant check out form. Connestee Falls Property Owners Association will be allowed up to ten working days after receipt of the forms to process and return any refundable tenant fees.
7. Should the tenant, or a member of his/her household, or any of his/her Guests violate Connestee Falls Property Owners Association rules or regulations, the General Manager of the Association shall notify the Property Owner in writing and may request the Owner to evict the tenant within forty-five (45) days of such written notice. If the tenant is not evicted within forty-five (45) days after the Owner 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 Property Owner to a penalty for each day of continued violation.

ARTICLE VI
RULES AND REGULATIONS GOVERNING USE AND
MAINTENANCE OF THE PRIVATELY OWNED PROPERTY

1. General:

A. 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 Owners or residents within the Community provide for more stringent standards of use and/or maintenance, the more restrictive standards shall apply.

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

C. No part of any Lot or Single Family Dwelling shall be used for purposes other than housing. A dwelling unit may be used part as the Owner's office or studio, provided that the activities conducted therein do not interfere with the quiet environment or comfort of any other Owner and do not increase the normal flow of motorized or pedestrian traffic into or out of the Community. No commercial vehicle used in conjunction with Owner's office, studio or other business, may be visible on Owner's Lot or on road or road rights-of-way in front of such Lot, except for loading and unloading or other temporary needs. The commercial classification includes construction vehicles or machinery, trailers, vans and trucks larger than one-half ton capacity.

D. All signs, billboards or advertising structure of any kind are prohibited. 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" 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 telephone number. Connestee Falls Maintenance will make the signs and sell to Owners or realtors for a nominal 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 Lot Owner/Owner agent. No Connestee Falls personnel will locate Lot corners or place any sign on privately owned Lots. Connestee Falls personnel will place signs on Connestee Falls owned Lots at the direction of the General Manager.

E. (1.) Improved and Unimproved Lot or Parcels. Each Owner shall be responsible for the maintenance of his/her Lot or Parcel 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.

(2.) Removal of Dead Trees on Unimproved Lots or Parcels. An Owner 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.

(3.) A&EC Consent. However, no tree over three (3") inches in diameter measured 4.5' above the ground may be cut or removed without the prior consent of the A&EC.

F. Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required for proper drainage.

G. Outside clotheslines are not permitted.

H. Temporary visitors of members and Associate Members who arrive in recreational vehicles may park their vehicles in designated area for a period of time as stipulated by the General Manager. Owners, Guests, and Tenants may take their recreational vehicles to their homes for loading and unloading with prior notification of Security for a period not to exceed forty-eight (48) hours.

I. Contractors' construction trailers may be parked on the Lot where a house is under construction, with prior written approval of the A&EC.

J. Tents and overnight camping shall not be permitted on any Lot.

K. Owners of Lots adjacent to golf course fairways shall permit the entrance upon their Lots for retrieval of golf balls.

L. Owners of campers, utility trailers, boats and boat trailers may take their vehicles to their homes 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 Connetsee Falls Property Owners Association for a fee.

2. Household Pets:

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

B. No animals shall be kept, bred, or maintained for commercial purposes.

C. All household pets must meet County and State requirements as to licensing, rabies, inoculations, etc.

D. When not on its Owner's Lot, each household pet must be accompanied by a responsible person controlling the animal by leash. If found running loose, any household pet may be picked up by Security or the appropriate County officials. The Owner shall pay to the Association a charge, to be determined by the Board.

E. No household pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise.

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

G. The Owner shall compensate any person hurt or bitten by any household pet and shall hold the Association harmless from any claim resulting from any action of his/her household pet.

3. Architecture and Environment Control:

A. 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. A&E violations of the Declaration, the Supplemental Declaration, or the Rules and Regulations of the Association and any unkempt or hazardous condition shall be reported to the General Manager. The General Manager shall immediately notify the Owner 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, for time, material and administrative expense.

4. Guest/Tenant Procedures:

A. Owners who rent, lease, or allow others to use their property or the various facilities and amenities to which the Owner is entitled shall be responsible for compliance with the Declaration, the Bylaws, and these Rules and Regulations by their Guests, Tenants, and other visitors. The Owner shall be responsible for providing his/her 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. If the Guests or Tenants are authorized to use the various facilities and amenities of the Association to which the Owner is entitled, the Guest, Tenant or Owner must pay the required administrative and/or use fees, as established by the Board.

C. The Owner shall be responsible for any unpaid assessments and/or penalties levied against the user of his/her property, whether said user is his/her parent, child, Guest, Tenant, or other visitor.

D. Written notice shall be given to the Owner of property of each violation committed by the user of his/her property of the Declaration, the Supplemental Declaration, the Articles, the Bylaws, and these Rules and Regulations, at which time the Owner may be directed by the Association to evict the Guest or Tenant for violation(s).

E. Whether or not the Owner is directed by the Association to evict the Guest, or Tenant the Owner 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.

F. After the Association directs the Owner to evict the Guest, or Tenant such Owner shall cause eviction within forty-five (45) days from the date of written notice as provided in Rule No. "E" above. Upon failure of the Owner 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.

5. Private Property:

A. 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. 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. 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.

ARTICLE VII
RULES AND REGULATIONS GOVERNING USE OF VARIOUS
ACTIVITIES AND AMENITIES

1. Only members and Associate Members of the Association in good standing and their Guests and Tenants, Associate Members of the Community, 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. Members and Associate Members are responsible for compliance with the Declaration, the Bylaws, and these Rules and Regulations by their families, Guests, Tenants, and/or other visitors, and are responsible for any injuries, accidents, and/or damage resulting from activities of their children.
3. 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 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. 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. Any damage or destruction of any property owned or leased by the Association caused by a member, Associate Members, their families, Guests, Tenants, and/or other visitors shall be repaired or replaced at the expense of that member or Associate Member.
7. 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. 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 short-term rules may be made by the General Manager for special occasions and shall apply to all members, Associate Members, and their Guests.
10. All emergencies and accidents shall be reported to Security as soon as possible after the appropriate emergency unit has been contacted.
11. 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
RULES AND REGULATIONS GOVERNING
THE COMBINATION OF LOTS

1. The General Manager will have the authority to allow contiguous Lots to be combined.
2. The Property Owner must pay for deed preparation and any legal fees.
3. The Property 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. The Property Owner must pay the Association the current fee for each contiguous pair of Lots absorbed. This will not be refundable.
5. The Property Owner will be required to pay one unimproved assessment as soon as the Lots are combined or one improved assessment within six months after the building permit is issued or upon final inspection; whichever occurs first.

6. Contiguous Connestee Falls Property Owners Association, Inc. Lots that could be involved in combinations will be evaluated prior to sale by the General Manager. At his/her discretion, the General Manager will have the combined Lots appraised prior to sale.
7. The attached form will be used for approval (see Appendix G).
8. A house built on combined Lots may only be of contiguous construction. A detached garage must be located in close proximity to the house with a complimentary exterior appearance and is subject to approval by the A&EC. An unattached guesthouse is not allowed.

ARTICLE IX
RULES AND REGULATIONS GOVERNING USE OF THE CLUBHOUSE

1. General:

A. Members and Associate Members and Guests 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. Such Guests cannot extend Guests' privileges to other non-members. No member or Associate Member may extend privileges which differ from those he/she possesses as a member or Associate Member.

B. Proper decorum must be observed in all areas of the Clubhouse and premises. Loud, profane, or offensive language will not be permitted. A member or an Associate Members is responsible not only for his/her conduct and that of all members of his/her family, but also that of any Guests, Tenants, or other visitors.

C. Any property of the Association must not be taken from the premises under any circumstances, except with the express consent of the General Manager.

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

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

F. No one is allowed to enter the kitchen area except by special permission of the Management.

G. All charges in the Restaurant and Lounge are made to Property Owner's account, approved credit card, or by check, except under policies and procedures established by the Board.

H. 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.

I. Table arrangements will be made by the Management, and no one will attempt to change arrangements made by the Management.

J. The Clubhouse is a non-smoking facility.

2. Dress:

A. Members and Associate Members are responsible for their dress and for the proper dress of their Guests, including children. In the Overlook Dining Room and Banquet areas, proper dress for men is slacks, walking shorts, shirt with a collar, and appropriate 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.

- (1) Non-tattered denim is permitted in all areas of the Clubhouse.
- (2) Denim is not permitted on the golf course, driving range, or practice greens at any time.
- (3) 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.

B. Upon entering the Clubhouse, persons 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 article in the Clubhouse or on the property. The finder of any lost article is requested to leave it with the Management.

C. 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. No one under eighteen (18) years of age will be allowed in the Lounge, unless accompanied by an adult.

B. Special rules and regulations governing the possession, storage, and use of intoxicating liquors on the premises will be posted, and all members, Associate Members, Guests, Tenants, and other visitors must comply with these requirements.

4. Community Events:

A. Regularly scheduled meetings and activities at the Clubhouse will be published by the General Manager.

B. 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. Members, Associate Members, 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, Associate Members or non-member, as established by the Board.

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

C. All catering services for functions shall normally be purchased through or from the Association, except as authorized by the General Manager.

6. Fitness/Wellness Center:

The following rules and regulations shall apply to the use of the Association's Fitness/Wellness facilities:

- A. 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. All members should sign in and out on the log provided.
- C. 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. Chewing gum and the use of alcoholic beverages or any type of tobacco is prohibited while using the Fitness/Wellness facilities. No food or drink is permitted in the area except for personal unbreakable water bottles.
- E. All electronic devices should have individual earphones played at a volume that cannot be heard by other members. We also ask that members please be considerate of other members when changing television stations and step outside for their cell phone usage.
- F. The time limit on each piece of cardiovascular equipment (treadmills, elliptical trainers, and bicycles) is thirty minutes. A waiting list is posted on each piece of cardio equipment.
- G. 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 should not be worn while using the facilities.
- I. It is the responsibility of all 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
RULES AND REGULATIONS GOVERNING USE OF THE
GOLF COURSE AND RELATED FACILITIES

1. General:

- A. These rules and regulations shall apply to the eighteen (18) hole golf course, driving range, practice bunker, putting greens, locker rooms, and Golf Shop.
- B. Fees for the use of the golf course and related facilities shall be determined by the Association Board and must be paid to the Association or its representative prior to use of the facilities. Green fees may be paid annually or daily.
- C. The Golf Shop shall collect all green 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. 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 of eight 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 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 member events.

F. 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.

G. 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.

H. All Association members and Associate Members 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 Associate Member 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 Associate Members. Blanket Guest privileges are prohibited.

I. The official tournament program and any changes in the tournament program must be approved by the General Manager, the Head Golf Professional, and the Golf Association. This, however, does not restrict the membership from 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.

J. 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 Associate Member shall be responsible for the full green fees and golf cart fees. Reservations will not be held past the scheduled starting time. Golf Members may book tee times ten (10) days in advance and non-members may book tee times seven (7) days in advance.

K. Children under sixteen (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 sixteen (16) years of age shall not drive golf carts. Anyone operating a golf cart is required to have a valid driver's license.

L. The golf course shall not be used as a playground. Playing in sandtraps and on fairways is prohibited.

M. No pets are permitted on the golf course.

N. 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.

O. No fishing is permitted on ponds and streams on the golf course.

P. The removal of golf balls from the golf course by unauthorized personnel other than by paying players is prohibited.

Q. 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.

R. 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 their designee is the only person allowed to give private fee lessons.

S. 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.

T. If determined guilty of the alleged violation, the individual 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.

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

V. Property Owners may invite House Guests to play golf in accordance with the following provisions:

- (1) Appropriate fees will be charged.
- (2) Property Owner host is responsible for acquainting Guests with Connestee Falls Property Owners Association rules governing play on the golf course.

W. Property Owners, not having a Golf Membership, may play after 1pm Monday-Friday and anytime Saturday and Sunday utilizing the discounted Property Owner fee. A Property Owner 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.

- (1) Property Owners not having a Golf Membership may play in CFGA sponsored Tournament schedule events starting before 1 pm at the stated Property Owner fee (i.e. Kick Off Classic, Member Guests, Family Invitational, Think Pink, etc.)

2. Schedule of Operation:

A. The Summer golf season shall be from May 1 through October 31. The Winter golf season shall be from November 1 through the last day of April. The schedule of operations for the Golf Shop will be announced and posted by the Head Golf Professional.

B. 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. The golf course will be closed on Christmas Day.

C. At the discretion of the Golf Maintenance Superintendent, 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. Golf course etiquette will be practiced at all times.

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

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

D. No practice is permitted on the golf course by any person, at any time, including those with Lots adjoining the golf course, other than on course lessons being given by the Head Golf Professional or their designee.

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

F. 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. 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. 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. 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, Associate Member, 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. The Association shall not be liable for damages of any kind whatsoever, whether to a person, 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 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. No person under the age of sixteen (16) will be permitted to operate golf carts.

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

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

5. Dress:

A. 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. The Association will not be responsible for any articles placed in locker rooms.

C. Children under the age of sixteen (16) years of age 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. Member must play with their guest.

- B. A Non-Property Owner may play the golf course as an invited guest of Golf Members up to four (4) times a calendar year.
- C. Property Owners may not be invited guests of Golf Members.
- D. Family guests may be invited as guests of Connestee Falls seven (7) times a calendar year, (mother, father, son, son-in-law, daughter and daughter-in-law), however, they may play without a golf member with approval of the Head Golf Professional.
- E. All guests will be required to sign in at the Golf Shop in the guest log.
- F. Playing in CFGA sanctioned tournaments does not count toward the calendar year limitation on the number of times allowed per guest.

ARTICLE XI
RULES AND REGULATIONS GOVERNING USE OF
THE LAKES AND PARKS

1. General:

- A. 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 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. 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. No loud noises, music, etc. are permitted. The parks close at 10:00 p.m.
- E. No user of the parks shall commit a public nuisance. Comfort stations have been provided.
- F. Dogs must be kept on leash at all times within the park.
- G. 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.
- H. Special V.I.P. one day Permit for Watercraft/Fishing may be issued with prior written approval by the General Manager.

2. Watercraft Registration:

- A. 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 Main Gate, by Security prior to each entry to the Community. This will help prevent undesirable weed growth.
- B. Only watercraft and watercraft trailers owned by property owners, Associate Members, 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. Registration shall be differentiated as follows: Only property owners', Associate Members', employees', and Connestee Falls Fire Rescue, Inc. personnel's watercraft shall be permanently registered. 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/decals with date of issue.

C. Watercraft belonging to persons other than lakefront owners shall be stored in a place designated by the Association.

3. Watercraft Practices:

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

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

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

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

E. 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. The electric motor of any watercraft must be stopped during the pickup, loading, or unloading of a person from the water, dock, shore, or while operator is engaged in any act of loading or transferring passengers.

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

H. 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 Type I, II, or III Coast Guard approved Personal Flotation Device (PFD) (lifejacket) of a suitable size for each person aboard, and, in addition, for vessels 16 feet or more, one 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.

3. 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 an electric torch (flashlight) or lighted lantern 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.

4. Accidents: An operator is required to stop and render assistance to other persons 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 Sheriff (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 a person from a vessel. Reporting to N.C. Wildlife Resources Commission is also required if a person is injured and

requires medical treatment beyond first aid, or if actual physical damage to property (including vessel) exceeds \$2,000.

5. 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 Meeting – when two watercraft approach each other from opposite directions "head on", each must alter course to the right to avoid collision. Crossing – when two watercraft approach each other at an angle, the one on the right has the right-of-way and the other must stay clear.

I. Watercraft owners must adhere to North Carolina regulations regarding craft registration. See: Watercraft Title Section, N.C. Wildlife Resources Commission, 512 N. Salisbury Street, Raleigh, N.C. 27604, Phone (919) 662-4373.

J. Boats stored at one of our lake docking areas must be properly maintained. 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.

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 persons under 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 Connestee Falls Property Owners Association members, Associate Members, Tenants, Connestee Falls Property Owners 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 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 a Association fishing license and a North Carolina fishing license; only persons under 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 Property Owners. 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 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) Members and Associate Members in good standing may purchase up to three daily or weekly Guest licenses at the current fees. See current Association Fee Schedule for costs.

(2) Connestee Falls Property Owners Association employees may purchase up to two daily or weekly Guest licenses with General Manager approval.

(3) Guest licenses may be purchased at the Association Administration Office during normal business hours (closed Friday afternoon).

(4) Call the Administration Office if you have a special situation not allowing you to pick up your Association fishing license during the Administration Office normal hours.

C. Property owners are responsible for their Guests' actions and compliance with Connestee Falls fishing rules; therefore, a maximum of three Guests are allowed at one time.

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

E. Fishing licenses and permit fees together with daily limit and size of fish will be published by the Connestee Falls Property Owners Association. All sportsmen must be ever mindful of the importance of observing our laws and reporting any 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 violations and thus help us do a better job for you.

IMPORTANT: Please respect the rights of Owners. Do not fish from private property without written consent of the owner. 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, 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.

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*	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.

No live minnows may be used as bait. Additionally, no minnows, goldfish or any other fish or plant of any kind may be put in any lake or sediment pond.

Any violations of the fishing and/or watercraft regulations as written herein shall result in said offender and/or responsible Property Owner 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:

A. All swimming at parks or elsewhere will be at the swimmer's own risk, and notice shall be so posted.

6. Dog Park:

A. Dog Park hours will be as determined by the General Manager after discussion with the Dog Park Group.

B. 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 (CF-DOG).

C. Owners must clean up after their pets and deposit waste material in the provided trash receptacle.

- D. 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. Owners must be within visual sight and voice control of their dogs at all times.
- F. Owners must carry a leash with them at all times in case there is a need to gain control of their dog.
- G. Puppies under seven months of age are prohibited.
- H. Dogs in heat are prohibited.
- I. Spayed/Neutered animals are recommended.
- J. Owners must leash their dogs while entering and exiting the staging area.
- K. Children under thirteen years of age must be accompanied by an adult.
- L. Aggressive dogs may be prohibited from utilizing the dog park.
- M. 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:
 - (i.) Unprovoked barking, growling, or snarling at people approaching the animal.
 - (ii.) Biting or scratching people.
 - (iii.) Escaping confinement or restriction to chase people.
- N. Rawhides, food (dog or human), and glass bottles are not permitted in the Dog Park.
- O. Smoking is prohibited in the play area.
- P. Neither the Association or the Connestee Falls Dog Owners Group (CF-DOG) will be responsible for any damage to any person or animal within the Dog Park. Owners are solely responsible for their pets and any damage caused thereby.

7. Connestee Organic Vegetable Gardening Club

A. General: The Club will offer 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. The garden is to have:

1. Uniformed raised plots four (4) feet wide by sixteen (16) feet long, and will be a raised bed with a four (4) foot aisle between plots.
2. Perimeter fenced security in an effort to keep climbing animals out.
3. Invasive Plant control from wind-blown seeds.
4. Be kept clean and neat at all times, having unobstructed walk areas; with tools removed from the garden areas when the member leaves the area. Gardeners are to provide their own tools and remove them from the garden when they are not in use.

5. Receptacles for recycling organic waste from the garden, and for trash.
6. Access to a non-potable water source.

B. Startup: The Club will work with "Founding Members" to arrive at a cost of startup per plot. The initial fee may be changed if necessary as start-up costs may vary and will be published in the Association's annual fee schedule.

1. Twenty two members have initially signed up, and others are invited to join.
2. Initially, 20 plots will be outlined, but only those necessary to meet the founding members' needs will be built; the remaining plots will be staked, but left as fallow unless additional residents express interest.
3. Future plots will then be available for the "initial fee" to offset costs and continuing maintenance as required.
4. It is anticipated that a minimal annual assessment of all garden club members will be necessary to cover incidental future expenses common to the club.

C. Continued Operation of the Club:

1. Officers shall consist of a President or Co-President, a Secretary and a Treasurer.
2. 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. This Club will hold meetings as necessary; no meetings will be held during the winter. 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.

5. Acquiring plot(s):

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

b. New 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.

c. Maintaining Plots: Whether personally or through surrogates (A family member living in Connestee shall be deemed to be the same as the plot member. A surrogate is deemed to be other than a family member, living in Connestee, and may maintain a plot for a person 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 year, unless approved otherwise by the Board).

(i.) 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.

(ii.) Owners of plots showing 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 member shall have a right to request a re-instatement but only after the neglect has been corrected.

(iii.) Should a 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.

(iv.) A member who may choose to leave their plot lie fallow for a year as long as the weeds are removed, and their annual assessment has been paid, will be considered to be in compliance.

(v.) 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.

6. Returning Plots to the Organization: Plots are not owned by the members, as we are working on Association Common Area thus, plots cannot be passed from one person to another, nor can they be sold, bartered, or willed to another. Plots must be assigned by the Club.

7. The Club, by its charter with the Association, is only the custodian of the area for the benefit of Connesteeans as available.

ARTICLE XII RULES AND REGULATIONS GOVERNING USE OF THE SWIMMING POOL

1. General:

A. All persons must register themselves and their Guests on the sign-in sheet before entering the pool.

B. To avoid overcrowding, only overnight houseguests and family members are permitted on weekends and holidays. On other days only two additional Guests per member are permitted.

C. 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. Children under fourteen (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. Only children who are well potty-trained and adults without problems of incontinence are permitted in the large pool.

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

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

H. No person unable to swim the width of the pool unassisted may use it unattended.

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

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

K. 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.

2. Cleanliness:

A. 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.

B. All persons shall help keep the pool area clean and orderly by placing all litter and waste in containers provided for this purpose.

C. No glassware or sharp objects are permitted in the pool area.

D. Pets are not permitted within the pool area enclosure.

E. Smoking is not permitted within the pool enclosure except in designated areas.

3. Safety:

A. No unnecessary talking to the pool attendant is permitted.

B. No diving into the pool is permitted. No running, scuffling, dunking, horseplay, or other rough play is permitted.

C. All printed rules and instructions posted around the pool and orders from the attendant must be obeyed.

D. Pool capacity will be determined by the attendant.

E. 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.

F. 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 or more people using the pool.

G. 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 person after regular hours with the prior approval of the General Manager.)

H. 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.

I. All accidents must be reported immediately to the pool attendant. The Association is not liable for any damages to either persons or property, or to both, or for any other loss which may arise from the use of the pool or pool area.

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

K. 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 10 minutes each hour.

L. Use of kickboards and fins by lap swimmers is permitted when used for the intended purpose.

4. Private Functions:

A. No person 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.

B. Members and Associate Members are responsible for the conduct of their Guests at private functions, and all rules and regulations must be observed.

C. 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 member.

D. All food and beverages served at private pool parties shall be purchased through or from the Association, unless otherwise authorized by the General Manager.

E. The host of a private party is responsible for cleanup of the pool area immediately after the party. Pool employees will empty trash cans.

ARTICLE XIII
RULES AND REGULATIONS GOVERNING USE OF THE
BOCCE COURT

1. General:

These rules and regulations will apply to all Bocce Courts within the Community.

2. League Playing:

A. 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. Last team playing will assure all equipment is returned and equipment box is locked.

3. Non-League Playing:

A. Sign out the key at the Golf Shop (and after hours from Clubhouse Maintenance or Security). This is for the small equipment box courtside. As soon as play is completed, place the equipment back in the box, lock it, and return key to the Golf Shop, Clubhouse Maintenance or Security. Sign in the return of the key as these signatures are checked for responsibility.

B. Team/League players will have preference over individual play, on times scheduled for league play.

C. 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.

D. If all courts are filled and persons are waiting, play shall be limited to one (1) hour (except for Team/League play). Swapping off players may not be used to avoid this rule.

E. Children under twelve (12) years of age must be accompanied by a responsible adult in and around the Bocce Courts.

F. The courts are to be used for playing Bocce only. No destructive play will be allowed.

ARTICLE XIV

RULES AND REGULATIONS GOVERNING USE OF THE TENNIS AND PICKLEBALL COURTS

1. These Rules & Regulations will apply to both the tennis and pickleball courts within the community:

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

B. Persons not playing tennis or pickleball are not permitted on the courts. Gates are to be kept closed at all times.

C. Smoking, alcoholic beverages, breakable containers, and food are prohibited inside the fenced area. Please police the area and use trash receptacles as you finish.

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

E. No pets shall be permitted within the fenced area.

F. House Guests (those remaining overnight in owners home) of Property Owners need not be accompanied to the courts. Property Owners may invite day Guests (other than House Guests) providing Guests are accompanied in play by the Property Owners to the courts.

G. Inclement Weather: In the event earlier players have to sweep the courts, the groups following should allow the early groups an additional 15 minutes of play.

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

2. These rules and regulations will apply to tennis courts within the Community.

A. Court Reservations—Doubles: From May 1 through October 15, Property Owners and registered Tenants who are tennis players may make reservations for the use of the tennis courts for two-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 person 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. Court Reservations – Singles: From May 1 through October 15, Property Owners and registered Tenants who are tennis players and wish to play singles tennis may make reservations for the use of the tennis courts for two 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. Keys for locks on gates must be picked up and returned by property owner at the Golf Shop.

D. 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 hours.

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

F. 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 hour periods. Doubles tennis has priority over singles at the start of each of these periods.

3. These rules and regulations will apply to pickleball courts within the Community.

A. Pickleball play shall be in accordance with the USAPA/IFP rules and regulations. See www.USAPA.org for details.

B. Social pickleball shall be for all levels of pickleball players. Instruction by experienced players and loaner equipment will be provided at the discretion of the Pickleball Committee. Days and times of social pickleball will be determined by the Pickleball Committee and will be published in the Friday Flyer and posted near the courts and clubhouse. Players will rotate into play as games conclude, in accordance with club guidelines.

C. League play is for players who wish to play competitive pickleball and will be in accordance with the USAPA/IFP rules and regulations. Days and times of league play will be determined by the Pickleball Committee and will be published in the Friday Flyer and posted near the courts and clubhouse.

D. Respect for and the safety of other players and our sport will be the guide for on court behavior.

ARTICLE XV RULES AND REGULATIONS GOVERNING THE JUDICIAL PROCESS

As provided by the N.C. Planned Community Act and CFPOA Declaration of Restrictive Covenants, the Board of Directors shall appoint a Judicial Committee. The Committee shall consist of seven (7) members including a Chairperson designated by the Board. A majority of the 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 members of the Committee. Decisions of the Judicial Committee will be by majority vote of the members present.

The Judicial Committee's principal responsibility is to determine if any property owner should be fined or if Community privileges or services should be suspended pursuant to the powers granted to the Association by the N.C. Planned Community Act.

1. Violations of Declarations, Bylaws or Rules and Regulations:

A. Complaints of a violation of the Declarations, Bylaws or Rules and Regulations of the Connestee Falls Property Owners Association must be made in writing to the General Manager. The General Manager will investigate each and every complaint. After an investigation, the General Manager

may attempt to reach a solution of any complaint or alleged violation. Alternatively, the General Manager can refer the violation notice directly to the Judicial Committee for hearing.

B. 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 or persons involved. A single notice may set out more than one alleged violation. If the person or persons involved is a Tenant or Guest of a member or associate member, a copy of the written notice is to be sent to the member or associate member.

C. The written notice issued by the Judicial Committee shall identify each violation and contain a statement of the facts on which the violations are based. Notice of the time and place for a hearing to be held before the Judicial Committee will be given. 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 Connestee Security. Mailing shall be considered sufficient notice when placed in first class mail to the last address registered with Connestee Falls Property Owners Association. The address for Notice to a Tenant shall be the resident address at Connestee Falls.

D. 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.

2. Hearings by Judicial Committee:

A. The Judicial Committee will provide the alleged violator an opportunity to be heard and to present any evidence in defense of the violation charged.

B. The alleged violator may be represented by legal counsel at the hearing if he or she so elects; such representation will always be at his or her own expense.

C. 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.

3. Fines and Assessments:

A. The Judicial Committee has the authority and duty, after hearing the evidence to make a decision on each charged 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 North Carolina Planned Community Act.

B. Whenever a charged 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.

(1) In accordance with the North Carolina Planned Community Act, Sec. 47F-3-107.1, fines imposed shall not exceed \$100.00 per violation or per day depending on the violation. Any fine will become an assessment against the owner of the Lot involved in the violation.

(2) 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 owner the right of ingress or egress to the owner's property.

(3) 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.

C. 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. 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.

D. 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 associate member involved if the violator is a Guest or Tenant.

4. Right to Appeal to the Board:

An Owner's right to appeal judicial decisions and the appeal process are outlined in the enforcement procedures section (Article XI) of the Declaration of Restrictive Covenants. 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 XVI
RULES AND REGULATIONS GOVERNING THE
ARCHITECTURE AND ENVIRONMENT COMMITTEE

SECTION I – MISSION STATEMENT

The mission of the Architecture and Environment Committee (A&EC) 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. Oversight of new home construction and exterior improvement projects.
- B. Monitoring the overall appearance of homes (colors, building materials, design elements, screening) for compatibility with the Connestee wooded environment.
- C. Preservation of trees and native shrubs to the greatest extent possible.

SECTION II – STRUCTURE AND OPERATION OF THE A&EC

A. Organization: The A&EC consists of five regular members, including a chairperson, all of whom are appointed by the Board of the Association. Alternate members may be appointed by the Board from time to time as appropriate.

B. Meetings: The A&EC meets every Thursday except on holidays, in the Administration Building Conference Room. Three 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. All meetings of the A&EC are conducted in accordance with Roberts Rules of Order, latest edition, unless in conflict with the Declarations, Bylaws, or Restated Charter. When requesting a new housing start or major renovation of an existing house, Property Owners and/or their contractors are required to attend the meeting at which their project application is discussed.

C. 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, this document sets 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 homeowners with Community standards. Decisions will be made by a majority vote and communicated in writing to the Property Owner. A formal permit will be issued for approved projects. Changes to any of the color boards must be approved by a unanimous vote of the regular members of the A&EC.

D. Variances: The A&EC may grant variances from provisions of this document, and of the Declarations, when literal application would result in unnecessary hardship and when the granting of such a variance would not materially harm other Property Owners or the Connestee environment. All variances concerning common property must be approved by the Connestee Falls Board of Directors. For the purposes of this document, a variance is defined as a deviation from a prescribed measurement, including a front, side or rear property line setback; a required dwelling unit size; a maximum driveway width or similar measureable standard.

E. Appeal of A&EC Decisions: Property Owners not satisfied with an A&EC decision may request in writing reconsideration by the A&EC; and, if reconsideration is denied, the Owner may then appeal the decision to the Board within 30 days of the date of denial of the reconsideration. 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. The Board shall make its decision based on a review of the written appeal and the record only without any further hearing. The Board shall deliberate and make its decision in Executive Session. Its decision shall be final.

F. Violations: The A&EC or its liaison will notify the Contractor and the Property Owner by phone and in writing of any violation of Connestee Falls Rules and Regulations or applicable Declarations. The Property Owner must inform the A&EC in writing of his/her 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.

G. Inspections: Inspections will be made by the A&EC or its liaison to confirm that any work requiring a permit is completed in compliance with all rules and regulations.

SECTION III 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 Appendix A to obtain permits for all exterior improvement projects.

For some projects that involve changes to existing structures but do not change the footprint of the existing house, such as decks, porches, and porch enclosures, the following documents may also be required to obtain a permit:

a. Two (2) copies of scale drawings ($\frac{1}{4}$ inch to 1 foot) of the proposed work, including floor plan and elevations with appropriate dimensions.

b. Two 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.

2. Tree and Shrub Cutting:

a. Cutting on Common Areas: 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. Property Owners 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 (Application A) to be reviewed by the A&EC and forwarded to the General Manager for final review and disposition. 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.

b. Cutting on Private Property:

i. Trees: The removal or pruning of any tree, dead or alive, over 3 inches in diameter (measured 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.

ii. 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 Appendix D).

iii. Topping Trees: The topping of trees is prohibited.

iv. Palm Tree Appearance: Trees may not be trimmed to produce a "palm tree" appearance (see Illustration, Appendix D).

v. 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.

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

3. Landscaping:

a. 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.

b. Screening: To minimize the impact of houses on the natural wooded environment, screening of all new homes 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. If adequate screening is not installed within six months after completion of new construction or addition, the A&EC shall contact the property owner regarding installation of adequate screening. The owner shall be allowed six 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 homeowners to create or maintain views of mountains, lakes, golf course, etc. in developing a screening plan.

c. Drainage: For any construction work that disturbs the natural flow of water or exposes the soil, the homeowner/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 plan.

d. 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 (Page 27, Not-Recommended Plants).

4. Painting or Staining:

a. Permits: A permit is required for exterior painting or staining of both new and existing homes

b. House 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:

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

The guidelines described above are applicable to new homes 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.

Exceptions:

Repair of Physical Damage - If an existing house suffers physical damage, to an extent of 25% or less of painted or stained area of the of the entire dwelling, that requires repainting or re-staining as part of the repair, the damaged portion may be painted or stained to match the existing house 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.

Additions - An addition to an existing home that comprises less than one-third of the exterior wall surface area of the existing structure, may be painted or stained to match the existing house color, even if that color is no longer acceptable. Larger additions require that the entire new structure (original house plus addition) be painted or stained in accordance with the current color requirements. Exterior wall surface area is calculated by multiplying the measured perimeter times the estimated height (one story-eight feet; two story-sixteen feet). Garage doors are excluded from the calculation but windows and other doors are included.

c. Trim and Shutter Colors: Owners may use only acceptable exterior house colors or stains to paint trim and shutters. In addition to use of an approved siding color, a maximum of

two colors may be used to paint trim and shutters. For physical damage repairs refer to Exceptions, Section III.B.4. High-contrast combinations will not be approved.

d. Foundations: Stuccoed concrete block walls or poured concrete walls, that extend above grade shall be painted the same color as the siding on the house or match a trim color if the contrast is not too great. For log, brick, or stone homes or homes 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. On new homes, tinting the finishing material (stucco) is an acceptable alternative to painting. Stucco on concrete block walls must conceal the block pattern. Poured concrete walls must have surface treatment to conceal form patterns and present a smooth surface.

e. Front Door: Owners may use any acceptable exterior house 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 house colors.

f. 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 house 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.

g. Roof Protrusions: Chimney caps, roof vents, and other roof protrusions must be painted black, dark brown, or match the color of the roof.

h. 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 may be painted to achieve compliance. The roof of a screened or enclosed porch must match the roof of the house.

i. 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, Section III.B.4

j. Dock: Docks must be left natural or stained in one of the acceptable transparent/semitransparent stain colors.

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

6. Satellite Dishes: Small inconspicuously placed ground or house-mounted satellite dishes do not require A&EC approval unless tree or shrub removal is required. For ground-mounted dishes the homeowner is required to notify the A&EC subsequent to installation so A&EC may inspect the installation. Screening may be required. Unless a property owner 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.

7. Exterior Lighting:

a. 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.

b. 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.

c. Spotlights: Spotlights and floodlights may not be used in any manner that disturbs other Property Owners. Spotlights and floodlights may not be directed towards any public road or any Lot other than the one on which it is placed.

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

e. 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 homeowner's property. For unshielded lighting, the lumen limits are reduced by 50%.

i. Driveway or Walkway: Lights aligning a driveway or walkway must be located between the residence 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 24 inches and not less than 12 feet apart for driveways and 6 feet apart for walkways.

ii. Spotlights or Floodlights: May not exceed 1600 lumens.

iii. Dock Lights: Light fixtures on docks may not exceed a total of 800 lumens per dock.

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

8. Fences. In general, the installation of fences along property lines is discouraged. Consideration will be given on an individual basis for installation of appropriately designed and located fences for landscaping or screening purposes, or for the containment of animals. Split-rail or similar style wood fencing with green, black or brown vinyl covered wire or other fence material of similar color are considered appropriate for animal containment.

9. Docks:

a. Permits: Construction of docks, piers, and other similar structures on the shore of any Connetsee 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 homes. Boat maneuverability and space considerations will also be evaluated. Docks must be located at least 7 ½ feet from side property lines. Ladders are recommended for safety reasons. Approval of any dock or dock structure constitutes a revocable license only (see CFPOA Declarations Article III, paragraph P).

b. 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 or more adjacent Property Owners and that an executed joint agreement be presented as part of the dock application.

c. 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.

d. 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. No single dimension shall exceed twelve (12) feet. 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 on skip sheathing. Structures shall not cover open water for the purpose of sheltering watercraft.

e. 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.

f. Painting Docks: See section j under "Painting".

10. Exterior Appurtenances and Trash Containers:

a. 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 house. If appurtenance location is not included in a new house application, a subsequent request for approval by the A&EC must be made.

b. 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.

11. 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 included as Appendix E. Installing a mailbox of this color and style does not require a permit. Cluster mailboxes will be considered but must be submitted for approval. All mailboxes and their locations must be acceptable to the USPS. 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.

12. 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.

C. New Home Construction/Additions:

1. General: The Declarations require the A&EC to ensure the environmental compatibility of home construction/renovation, but do not charge the A&EC with the responsibility for construction standards.

2. 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 Appendix B to obtain permits for all new home construction or addition projects. Use Appendix C for House Change Orders when changes to the approved construction plan are requested.

3. Minimum Size: Each dwelling shall have a fully enclosed heated and habitable area (exclusive of decks, porches, terraces, garages, carports or other outbuildings) occupying not less than the number of square feet indicated below. Area is based on measurements using outside wall dimensions.

a.	All Lots in all units unless otherwise specified	1500 Sq. Ft.
b.	Units 40, 41, 42	1750 Sq. Ft.
c.	Units 13, 43 (Overlook Estates)	2000 Sq. Ft.
d.	Main level of a multi-story residence	1000 Sq. Ft.

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

5. 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 homes are permitted but their color must closely match an acceptable Connestee paint or stain color.

6. Colors: See SECTION II, Paragraph B4, Painting.

7. Windows: Window glazing must comprise at least fourteen (14) percent of each home's gross wall area.

8. Foundations:

a. 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.

b. Surface Treatment: The steep terrain in Connestee often results in homes with very tall foundations which are generally unsightly. For some homes, additional architectural measures or treatments are needed to camouflage such unsightly foundations. When needed and applied camouflage measures or treatments shall be applied to the entire foundation and shall be painted or stained consistent with the approved color of the residence. These measures may include extending siding materials over a portion of the foundation, installing windows, or installing lower decks with railings. The desired effect is to have a home look like a multi-level house on a single level foundation rather than a single-level house on a multi-level foundation. 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.

9. Garages: A garage or carport is strongly recommended for each residence. The structure must be painted the same color as the exterior of the house.

10. Roofs: A minimum of 5/12 roof pitch is required on all homes. 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. Architectural type shingles are recommended. Acceptable shingle colors have been adopted by Connestee and can be viewed in the Administration Building. Architectural/engineered metal roof systems must closely match the approved roof colors established for Connestee. Matte finish is required. High gloss and semi-gloss finishes are not acceptable metal roof treatments. The A&EC may disapprove the plans for any roof designed considered to be inappropriate for or inconsistent with the natural environment of Connestee.

11. Minimum Setback Distances: The minimum setback distances noted below are prescribed by the Declarations and will be strictly enforced by the A&EC. The setback requirements serve to ensure some degree of privacy for all homeowners and help to maintain the natural wooded environment of Connestee Falls. The A&EC shall not approve the construction of homes 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 property owner and must be approved by the A&EC.

- a. **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.
 - b. **Side Setback:** The building or other structure, including overhang, shall be located no less than seven and one half (7 ½) feet from each side property line. Larger setbacks may sometimes be required to ensure satisfactory final site appearance. Side retaining walls greater than 4 feet in height and less than 7 ½ feet to the side property line require A&EC approval. Retaining walls greater than 8 feet in height must meet the side setback requirement of 7 ½ feet.
 - c. **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.
 - d. **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. If the most extreme projection is located within 5 feet of the minimum setback line, a survey stake shall be placed on the property line closest to the projection. 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. 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. 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.
 - e. **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 property owner and approved by the A&EC.
12. **Driveways:** Driveways may be no wider than 12 feet with minor flares permitted at the roadway and curve widening of a maximum of one foot at the apex of the curve. A 30 foot return radius on curves will be required to accommodate delivery vans. Care should be taken to provide for proper drainage of a proposed driveway. Any slope greater than ten % must be a hard surface. The A&EC may also review the proposed driveways for safety and line of sight considerations. Driveway grades greater than six percent at the driveway edge of pavement must include a vertical curve, with a minimum of ten feet of distance, for a smooth transition from proposed driveway to an existing street. At the discretion of the A&EC, an engineering plan including contours may be required for very steep driveways to ensure safety.
 13. **Out-Buildings:** Detached garages and carports are permitted if 1) They satisfy all setback requirements, 2) The materials and colors match those of the house, and 3) They are appropriately screened. Guest houses are not permitted. All structures such as carports, storage sheds, greenhouses, gazebos, and garden arbors require approval by the A&EC.
 14. **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 Section III, Paragraph B.
 15. **Crawl Spaces:** Open crawl spaces in homes are not permitted. All crawl spaces must be enclosed.

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

Lake	Normal Water Level	Elevation: Top of Dam	Min. 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.

SECTION IV- NEW HOME/ADDITION CONSTRUCTION APPLICATIONS

A. General: Property Owners and builders are required to meet with the A&EC prior to finalizing building plans. No construction of any type shall commence on any Lot unless the Property Owner is in good standing with CFPOA, all applicable fees are current, and the project has received written approval by the A&EC. All submissions to the A&EC must be in writing, dated and signed by the Property Owner or his agent. Each request must clearly identify the unit and Lot number and must include appropriate documentation and/or information as specified below:

New Home Construction applications with all required supporting materials must be in the CFPOA Administration Office by 12 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.

B. Fees: All applications for new home construction or addition to an existing home must be accompanied by the appropriate fees (see Appendix F). All fees are payable by check made out to Connestee Falls Property Owners Association. The current fee schedule is available at the CFPOA Administration Office.

C. Application Documents: For new home construction and additions that change the footprint of an existing house, the materials listed below are required. Where duplicate copies are requested, one 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 Owner's file at the CFPOA Administration Office.

1. Site Plan: Two (2) copies of the Site Plan drawn to a scale of 1/8 inch equals one 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 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 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 homes or Common Property (roads, golf course, lakes).

- 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 4 feet in height or less than 7 ½ feet from a side property line.
 - q. Site Improvements including walkways, paved areas, retaining walls, drainage structures, and landscaping.
 - r. Location of ground-mounted or roof mounted solar panels.
 2. 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 Owner, 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). All dimensions shall be clearly printed, indicating feet and inches on arrowed dimension lines. 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. However, changes to the original drawing that are negotiated between the Property Owner and the A&EC may be shown in neat red mark-up lines, initialed by the Owner.
 - 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. 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. 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. 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. 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. The proposed building should not closely resemble neighboring homes within 300 yards.
 3. Appendix B: Submit two (2) copies of Appendix B, completed with all information requested, signed and dated by the Property Owner and the contractor.
 4. 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.
- D. 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. An erosion control plan may be developed by the contractor/owner 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. Following are the minimal erosion control measures required during construction:
 1. 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 liaison and must be maintained by the owner/contractor as specified by the Connestee Maintenance Supervisor. Any deficiency identified must be corrected within 24 hours.

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

3. Satisfactory prevention of erosion on driveway cuts will be determined by the A&EC liaison.

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

5. Ground cover, both temporary and permanent, shall be provided as soon as possible.

6. 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.

7. 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.

8. The A&EC liaison 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 Connestee Maintenance Supervisor.

E. Preparation of Building Site for A&EC Review: The following requirements must be completed prior to a building site visit by the A&EC. 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. The location of the driveway, parking area and septic field shall be similarly staked and strung. Stakes and strings must also be placed to identify all areas to be cleared of vegetation. Strings are required along property lines wherever the proposed setback is within 5 feet of the minimum requirement; the surveyor must place a stake on the property line at the foundation's closest point. 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 owner or contractor must notify the A&EC liaison to review the final design elevation (reference pin) before construction can commence.

SECTION V – BUILDING SITE PREPARATION

A. Lot excavation/clearing for building site preparation is not permitted until a CFPOA building permit has been issued by the CFPOA. Under conditions of extremely dense undergrowth, the A&EC on written request from the Property Owner, 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. Paths to be used for access shall not exceed three (3) feet in width and the removal of large trees is not permitted. Approval for limited trimming will be by endorsement of the written request.

B. A licensed surveyor must be used to locate and position the house on the Lot. This service will also be required to accurately place the footings.

C. During the construction of a new home 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. 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. 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. For cutting and trimming beyond the approved limits, a separate application must be submitted to the A&EC.

D. Connection to utility company sewer lines, where available, is required.

E. 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 inches above ground.

F. 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. The root system of trees located near proposed driveways and walks are to be protected to enhance survival. Special efforts must be made to protect dogwood, rhododendron, mountain laurel and other native trees and plants.

G. Care must be taken during site preparation and construction to avoid damage to adjoining property. The owner/contractor will be held accountable for any damage done to other private or Common Property including damage resulting from changing the natural drainage from his/her property.

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

I. 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. Slopes exposed by grading must be immediately provided with some type of permanent ground cover. Grading for access drives should direct all drainage to existing ditches, drainage structures or natural swales. Lot grading plans must reflect existing and proposed contours at 2' intervals specifying design elevations, surface gradients, swale/ditch locations, and other drainage related information as required to control surface drainage erosion. The Property Owner is responsible for any damage resulting from changing the natural drainage flow from his/her property. Retaining walls greater than four (4) feet in height and less than 7 ½ feet from the side property line must receive A&EC approval prior to construction. Excessively high side property line retaining walls must be avoided.

J. Access Drives and Parking Areas. Each Lot upon which a residence is constructed must be provided with a suitable access drive and with a parking area for at least two (2) automobiles within the boundaries of the Lot, not a garage or carport. 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 Property Owner. All culverts must be buried or placed so that the top elevation is a minimum of 3 inches below the road elevation. Access drives and parking areas should be immediately provided with sufficient broken stone or gravel to prevent erosion. Access drive side slopes in excess of 2 feet horizontal on 1 foot vertical require A&EC approval. Retaining walls should be considered when the height of a grading cut exceeds 4 feet in order to protect existing trees and minimize tree removal. All driveways will be inspected by the Association's Maintenance Superintendent for proposed grades, slope transitions and drainage treatment before the finished stone or hard surface is applied. The use of white rock for driveways or walkways is prohibited.

K. 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.

SECTION VI CONSTRUCTION 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.

A. Inspections During Construction: At the various stages of construction, inspections will be made by the A&EC or its liaison to confirm the following:

1. That the cleared area is consistent with the approved plans.
2. That temporary erosion control devices are in place prior to the start of digging.
3. That the footing locations conform to the approved house location (inspected after the footing bottoms are dug but prior to pouring concrete).
4. That the first floor elevation conforms to elevation reference pins.
5. That driveways are stabilized with stone.
6. That the location of the port-a-jon is as inconspicuous as possible. (Contractor may be required to move it farther from road after Lot clearing).

B. Final Inspection: Application for final inspection of a new home must be submitted to the Association within one 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:

1. Permanent erosion and sediment devices are installed (if necessary).
2. Driveway cuts are seeded with suitable ground cover.
3. Bare ground is seeded or mulched.
4. The area cleared does not exceed that approved.
5. The house and trim colors do not differ from those approved.
6. The roof/driveway drains are installed and routed to undisturbed soil.
7. 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 house.
8. Temporary utility poles, trash, signs, and port-a-jons are removed.
9. Where soil has been raised around trees, protection is provided by permanent wells.
10. A standard mailbox or approved alternative has been installed.
11. A copy of the Certificate of Occupancy has been submitted to the A&EC.

SECTION VII – CONSTRUCTION WORK RULES

A. Worker Access to Connestee: Contractors should contact security personnel at the Main Gate to arrange for passes to allow construction workers/subcontractors into Connestee. Contractors are responsible for ensuring that their employees and subcontractors follow all Connestee Falls Rules and Regulations. All workers are expected to: Act professionally and courteously; Drive safely; Obey the posted speed limits; Watch out for walkers; Avoid trespassing on neighboring properties; Properly dispose of litter; Keep noise and other disturbing activities to a minimum; If using radios, keeping the volume at levels low enough that neighbors are not disturbed.

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

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

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 Maintenance Supervisor.

C. Parking: Streets, walkways, and mailboxes should not be blocked by vehicles. Materials or equipment may not 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.

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

E. 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. The toilet must remain in place until the inside toilets are operable. After the Lot is cleared for construction, the toilet must be moved to the most inconspicuous practicable location.

F. 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. The owner/contractor is responsible for the containment and removal from Connestee Falls of all trash produced during construction. Trash must be removed at least weekly during construction. When present, trash should be screened from view whenever possible. Large trash containers, if used, may not be placed on the road right of way, but must be located on the Lot. The burning of kindling in small containers to provide employee comfort in cold weather is not permitted. 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.

G. Construction Vehicles: Ready mix concrete trucks carrying more than seven (7) yards of concrete will not be permitted on Connestee 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 Property, adjacent Lots, or into roads or drainage ditches. Trucks with a gross weight exceeding ten (10) tons per axle may not pass over any bridges in Connestee Falls. Metal track tractors are not permitted on Connestee roads unless appropriate protection is provided.

H. 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.

I. Fires, contained or otherwise, are not permitted. If heat is needed, UL approved space heating devices must be used.

SECTION VIII – VIOLATIONS

The following outlines the steps taken by the A&EC when rules violations are committed by contractors and/or Property Owners.

A. Property Owners and/or contractors are advised of rules violations as soon as the A&EC becomes aware of them.

B. 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.

C. Should any violation causing road or erosion damage not be corrected by the Property Owner/contractor, the General Manager will authorize the Connestee 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.

D. The General Manager will refer all unresolved violations to the Judicial Committee.

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 9th day of December 2015.

CONNESTEE FALLS PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Jeanne Byrne, President

Attest: _____
Carl Burkhart, Secretary

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

THIS IS TO CERITFY that on the 9th day of December 2015, before me, a Notary Public, appeared Jeanne Byrne, President, and Carl Burkhart, Secretary, who I am satisfied are the persons 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 9th day of December 2015.

Sharon M. Jenkins, Notary Public

My commission expires 11-28-17.

**APPENDIX A
GENERAL APPLICATION FORM: EXTERIOR IMPROVEMENTS
(Must be completed for all proposed exterior improvements)**

UNIT:	LOT:	Connestee Street Address:	
OWNER INFORMATION			
OWNER NAME: _____			
Mailing Address: _____		Unit: _____	
City: _____		State: _____	Zip Code _____
Owner Phone: _____		Owner Email Address: _____	
Owner Signature: Please Complete Application with your Signature below.			

CONTRACTOR INFORMATION (If Applicable)			
CONTRACTOR NAME: _____		CONTACT PERSON: _____	
Mailing Address: _____		Unit: _____	
City: _____		State: _____	Zip Code _____
Phone: _____		License Number: _____	

I. STANDARD APPLICATION REQUIREMENTS AND PROPERTY OWNER SIGNATURE

All applications shall comply with the requirements listed below.

1. An A&E permit shall not be approved for any exterior improvement unless an applicant is in good standing with the CFPOA.
2. If approved, all work included within a permit application shall be completed within six (6) months of the date of A&E approval.
3. Installation of improvements approved by the A&E Committee shall comply with all applicable Covenants, By-laws, and Rules and Regulations adopted by Connestee Falls.

PROPERTY OWNER SIGNATURE. (Application must be signed or Application is not complete.)

X _____ Date
 Property Owner Signature

II. PROPERTY OWNER RESPONSIBILITIES

Property owners are responsible for the following: (1) to ensure that all work included as part of an approved permit takes place only on their property; and (2) to ensure compliance with A&E Committee or General Manager approvals and with all applicable *Covenants, By-laws and Rules and Regulations of the for Connestee Falls Property Owners Association, Inc.*)

III. ADDITIONAL INFORMATION

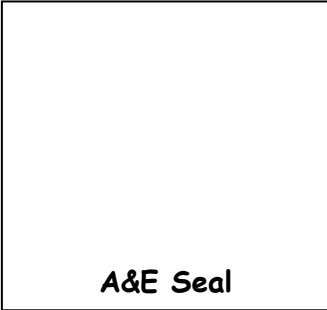
Please attach additional supporting information, including site plans, landscape plans, sketches, photographs, product details or any other illustrative materials. If applicable, please use the graph paper provided with this application form for small sketches to illustrate the type and general location of proposed improvements.

IV. ACTION BY A&E COMMITTEE AND GENERAL MANAGER

A&E COMMITTEE ACTION. Approved. Denied.

Date of Action: _____

Limitations or Recommendations:



GENERAL MANAGER ACTION FOR COMMON AREA IMPACTS. Approved. Denied.

Limitations:_____

General Manager's Signature **Date**

PART A. LANDSCAPING/TREE OR VEGETATION REMOVAL OR TRIMMING FORM

Instructions.

- (1). Please check all boxes in Table 1 that apply to your landscape or landscape feature project.
- (2). Please include a drawing, sketch or landscape plan by a landscape designer, contractor or yourself.
- (3). Please complete the Project Description in the area provided on the back of this form.
- (4). If possible, include plans, photos of the area, features or vegetation affected by the proposed project.
- (5). When applicable, please include dimensions for all proposed work.
- (6). Please sign the application on Page 1 of the General Application Form.

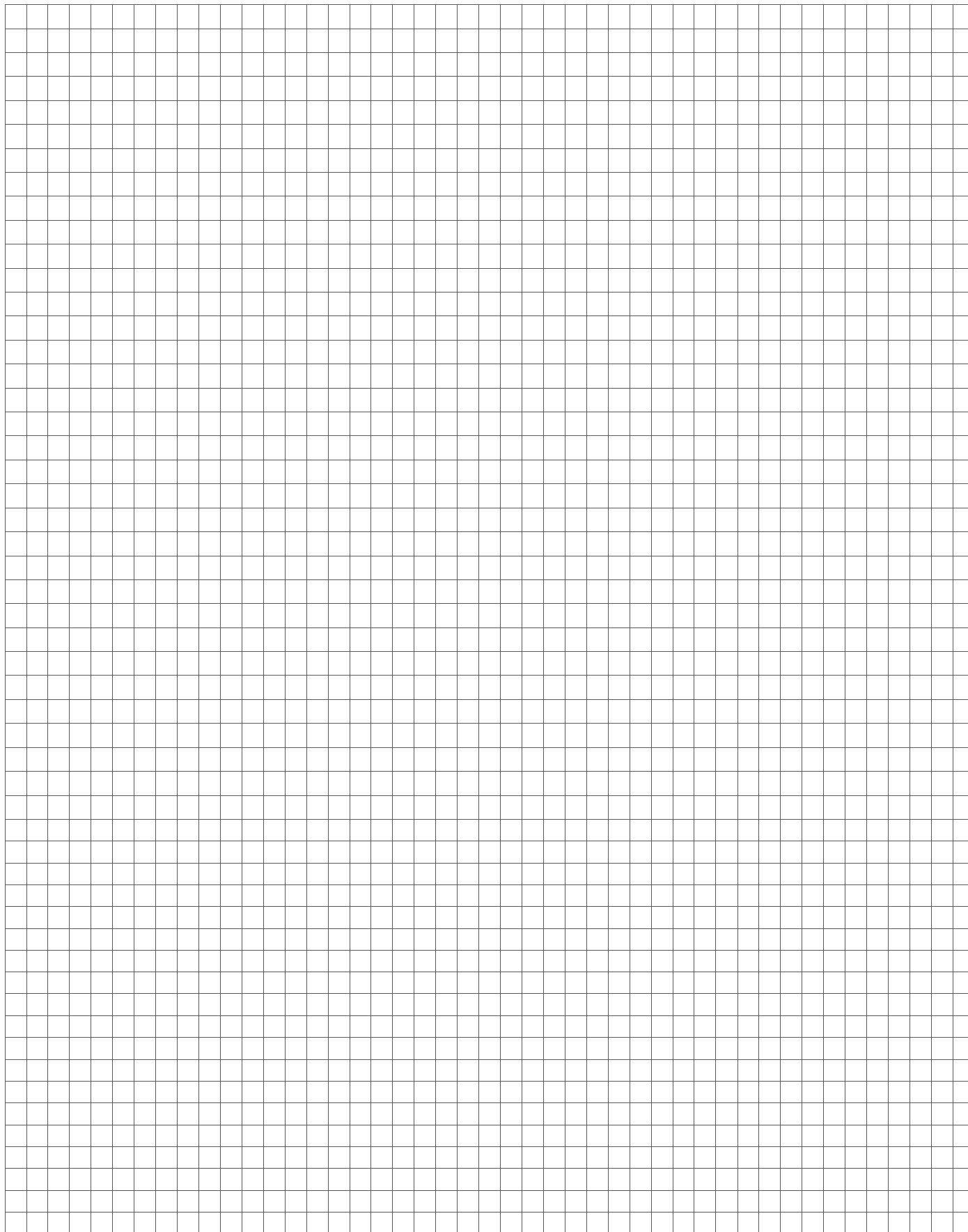
TABLE 1. Proposed Change to Landscape Features and Vegetation	
Proposed Change	Information to be Included in Project Description
<input type="checkbox"/> Tree Removal. Removal of tree/trees larger than 3 inches in diameter measured 4.5 feet from the ground. NOTE: Identify each tree with tape provided by CF.	<ul style="list-style-type: none"> • Total number of trees to be removed. • Type of tree (oak, pine, etc.) if known. • Reasons for removal of each tree.
<input type="checkbox"/> Tree Trimming. Removal of tree limbs from trees larger than 3 inches in diameter measured 4.5 feet from the ground. NOTE: Identify each tree with tape provided by CF.	<ul style="list-style-type: none"> • Total number of trees to be trimmed. • Type of tree (oak, pine, etc.) if known. • Reasons for trimming of each tree.
<input type="checkbox"/> Native Species Removal. Removal of native species, including Mountain Laurel and Rhododendron. NOTE: Identify each plant/group with tape provided by CF.	<ul style="list-style-type: none"> • Total number of plants to be removed. • Type of plant (mountain laurel, rhododendron, etc.) if known. • Reasons for removal of each plant.
<input type="checkbox"/> Native Species Trimming. Trimming of native species, including Mountain Laurel and Rhododendron. NOTE: Identify each plant/group with tape provided by CF.	<ul style="list-style-type: none"> • Total number of plants to be trimmed. • Type of plant (mountain laurel, rhododendron, etc.) if known. • Reasons for trimming of each plant.
<input type="checkbox"/> Landscape Installation. Installation of new landscaping, including trees, shrubs, and other plantings and wood, stone or other materials included as part of the landscape improvements	<ul style="list-style-type: none"> • Description of proposed project including names, size, location and numbers of new materials. • Description of wood, stone and other project materials.
<input type="checkbox"/> Drainage/Change in Water Flow. Water flow changes that might result from landscape project.	<ul style="list-style-type: none"> • Description of drainage/water flow change. • Type of materials to be used. • Impact, if any, on adjacent/common/CF properties or lakes. • Proposed erosion control measures, if necessary.
<input type="checkbox"/> Retaining Wall. Installation/Replacement/Repair/Relocation or Expansion of retaining wall.	<ul style="list-style-type: none"> • Description of drainage/water flow change. • Materials to be used. • Impact, if any, on adjacent/common/CF properties or lakes. • Proposed erosion control measures, if necessary.
<input type="checkbox"/> Installation of other Landscape Features. Including exterior or driveway/secondary lighting, water feature, boulders, or gravel/stone path, etc.	<ul style="list-style-type: none"> • Description of proposed project features. • Description of materials to be used.
<input type="checkbox"/> Common Area or Road Right-of-Way. Change or addition to existing vegetation, drainage or other improvements within common area or right-of-way.	<ul style="list-style-type: none"> • Description of proposed project features. • Description of materials to be used.

TABLE 3. Project Materials Listing

TYPE OF IMPROVEMENT	DESCRIPTION OF MATERIAL	MANUFACTURER	PAINT/STAIN COLOR SAMPLE AND ID NUMBER *
• Chimney/Chimney Cap			
• Decks and Railings			
• Door, Front			
• Doors, Other			
• Garage Door			
• Gutters & Downspouts			
• Porch			
• Roof			
• Shutters			
• Siding, House			
• Trim, House			
• Windows			
• Other Improvement			
• Other Improvement			
• Other Improvement			

***NOTES:**

- (1) PLEASE INCLUDE A SAMPLE OF EACH POINT COLOR TO BE USED.
- (2) IF PAINT, STAIN OR OTHER COLORING IS NOT TO BE UTILIZED, PLEASE NOTE ITEM IS TO BE "UNFINISHED".
- (3) FOR REPAINTING PROJECTS, INCLUDE PAINT COLOR/ID NUMBER TO BE USED FOR HOUSE SIDING, TRIM, SHUTTERS AND DOORS. PAINT COLOR & ID NUMBER AVAILABLE AT CF ADMINISTRATION OFFICE.



**APPENDIX B
APPLICATION FOR NEW HOME/ADDITION CONSTRUCTION
Including Room Additions, Decks, Porches, Porch Enclosures and Patios**

New Bldg [] –or- Addition []	Unit: Lot:	Connestee Street Address:
OWNER INFORMATION (please print)		
Name:		
Mailing Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number:		
CONTRACTOR INFORMATION (if applicable) – Complete attached Declaration		
Name:		Contact:
Mailing Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number:		
License Number:		Tax Id Number:
# of Square Feet (heated area):		Window area as % of wall area:

The Architecture and Environment Committee meets every Thurs. morning (except on holidays). This application and accompanying documents must be submitted to the Admin. Office by 12 noon Monday prior to the meeting in order to be considered by the A&EC.

ATTACHED DOCUMENTS (Furnish two (2) of each):

- [] County Permit
- [] Sanitary Permit if Lot will have septic system
- [] Site Plan conforming to Section IVB- A,1
- [] Surface Water and Erosion Control Plan conforming to Section IVB – A, 2 for new construction
- [] Construction Plans confirming to Section IVB – A, 3 for new construction
- [] Construction Specs
- [] Sealed Survey

Gutters - Gutters are required and downspouts are to be fitted with adapters for flexible pipe which will be buried to carry water to undisturbed soil. Indicate outlets for these pipes with a stake for final inspection.

Exterior Lighting – (See Section III, E, Rules & Regulations.)

The Owner or Contractor must contact the Architecture and Environment Committee (Inspector) at 828-885-2001 for inspection purposes:

1. When the footprint is cleared, if the design elevation for the main floor has not been approved.
2. When the footers are dug (at least two working days prior to pouring concrete); and
3. When construction is complete. You will need to submit a copy of your Certificate of Occupancy from the County. It is important that all conditions set forth in this application be complied with before applying for this last inspection. If the project does not comply with the content of this application, a \$25 charge back against the security deposit will be levied for any subsequent final inspections.

A&EC Filing Fee	
Performance Deposit	
New Home Construction Fee	
Amenity Fee	
TOTAL FEES ATTACHED	
Note: Improved property assessments on new homes begin 6 months after the date an A&EC permit is issued or when a Certificate of Occupancy is issued, whichever comes first.	

FEES AND DEPOSITS (See Current Fee Schedule for Rates):

Exterior Materials & Color Specs (Approved colors are shown on the color sample boards at the Administration Building. Color chips must be submitted with the application.) No white color or color lighter than those on the sample board may be used.

Roof Materials	Manufacturer & Type of Materials	Color Name
Roofing		
Window Units		
Architectural Features		Paint Color
Siding		
Corner Boards		
Band Boards		
Foundation		
Garage door(s) & Garage Door Trim		
Soffits		
Downspouts		
Facia Board and Gutters		
Window & Door Trim		
Shutters		
Front Door		
Decks & Porches (Natural or Siding Color)		
Roof Vents, Stove Pipes & Chimney Caps		

List others or changes to above

Screening Plan (see Section IV-B, A, 1, o.) Describe plans to provide screening, if required. Work to be done within 12 months of final acceptance.

A&EC Approval:

Approval comments:

APPENDIX B

OWNER/CONTRACTOR RESPONSIBILITY: Applicant must sign below acknowledging that he/she has obtained competent erosion control advice, and understands same, and is willing to be held responsible for the adequacy of the control plan submitted, and understands all the rules/regulations and Declaration of Restrictive Covenants as established in the Property Owner’s Manual. He/She also understands that any violation of the A&EC Rules and Regulations (Article XVI, Sec. I, No.6) may result in a stop work order pending the necessary correction of the violation. By signing this application, Owner(s) further acknowledge(s) having read and understood Art. V, Sec. H of the Declaration of Restrictive Covenants for Connestee Falls which states as follows: “Notwithstanding the approval of the A&EC of plans, specifications or its inspection of the work in progress, neither it, the Association, nor any person acting on behalf of them shall be responsible in any way for any defects in any plans or specifications or other materials submitted to the A&EC, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto.” Owner(s) as well as their successors and assigns do further by execution of this application release and forever discharge the A&EC, Connestee Falls Property Owners Assoc., Inc., together with their members, officers, directors, employees, and agents, from any and all actions, causes of actions, damages, judgments, claims and demands whatsoever, in law or in equity, connected with or related to the construction to which this application pertains or to any decision made by the A&EC in connection with the application or the construction to which this application pertains. Owner and/or Contractor further grants CFPOA and to their designates, the right to enter property to make appropriate inspections. Owner/Contractor understands that any inspections/complaints leading to a violation(s) listed on the Addendum to this application will be subject to immediate fine in the amount designated in the Addendum. The Owner or General Contractor must pay the fine by check or cash at the Connestee Falls Administration Building within 72 hours of notification of the amount of the fine. If not paid, the amount will be deducted from the performance deposit at the end of the 72 hour grace period. The performance deposit original amount must be maintained, therefore any amounts deducted must be deposited with CFPOA within seven days of any amounts deducted for fines. This application must be complete in all segments for approval to be granted. Any change or deviation in the specifications herein submitted must be spelled out in writing to A&EC prior to scheduled meeting with A&EC and a written approval from the A&EC will be necessary. No verbal communication will be acceptable. I have received a copy of CFPOA documents, I have read and understand documents and I agree to abide by them. I understand that in the event that I, my employees or sub-contractors violate any rule or portion thereof I shall be subject to penalties.

The performance deposit will be returned to the deeded owner at the time of the final inspection.

Owner and contractor are current with ALL CFPOA accounts.

All work pertaining to this permit shall be completed within 12 months of approval.

Signature of Owner: _____ Date: _____

Signature of Contractor: _____ Date: _____

A&EC Action/Comments: _____

**DECLARATION ACCOMPANYING
APPLICATION FOR NEW HOME/ADDITION CONSTRUCTION**

I, _____, represent that I am the owner of Unit _____, Lot _____, and that I have designated the individuals or companies named below to act as my agent in representing me before the CFPOA during the construction of the project which is described in the attached application and as the General Contractor for the construction of this project. I further represent that I have read and understand the current version of the CFPOA Rules and Regulations which govern the completion of this project. I acknowledge that, as owner of the building site, I am personally responsible for ensuring that all of these Rules and Regulations are obeyed.

_____(Owner) _____(Date)

I, _____, acknowledge that I am acting as the agent for the owner described above, for the construction project described in the attached application. I represent that I have read and understand the current version of the CFPOA Rules and Regulations which govern the completion of this project.

_____(Agent) _____(Date)

I, _____, acknowledge that I will be the General Contractor for the construction project described in the attached application and that I am the agent for the above owner with respect to and concerning all requirements for construction as set out in the CFPOA Rules and Regulations. I represent that I have read and understand the current version of the CFPOA Rules and Regulations govern the completion of this project. I understand and agree that in accepting the role of General Contractor for this project I am accepting, along with the owner of the building site, responsibility for conforming to all of the application CFPOA Rules and Regulations.

_____(General Contractor) _____(Date)

APPENDIX C
APPLICATION FOR HOUSE CHANGE ORDER

Please Print

Unit:	Lot:	Connestee Street Address:
OWNER INFORMATION		
Name:		
Mailing Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number:		
Owner Signature:		Date:
CONTRACTOR INFORMATION (if applicable) – Complete attached Declaration		
Name:		Contact:
Mailing Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number:		
License Number:		Tax Id Number:

SPECIFY CHANGE REQUESTED:

FROM: _____

TO: _____

A & E C DECISION:

OWNER AND/OR CONTRACTOR GRANTS TO MEMBERS OF THE COMMITTEE, AND TO CFPOA DESIGNATES, THE RIGHT TO ENTER THE PROPERTY TO MAKE APPROPRIATE INSPECTIONS:

--PLEASE FILL OUT GRID ON BACK PAGE--

Please fill out the entire grid.

EXTERIOR MATERIAL AND COLOR SPECS (Approved colors are show on the color sample boards at the Administration Building. Color chips must be submitted for approval with application.) No white or color lighter than those on the sample board may be used.

Roof Materials	Manufacturer & Type of Materials	Color Name
Roofing		
Window Units		
Architectural Features		Paint Color
Siding		
Corner Boards		
Band Boards		
Foundation		
Garage door(s) & Garage Door Trim		
Soffits		
Downspouts		
Facia Board and Gutters		
Window & Door Trim		
Shutters		
Front Door		
Decks & Porches (Natural or Siding Color)		
Roof Vents, Stove Pipes & Chimney Caps		

**APPENDIX D
A& EC Approved Tree Trimming**

Guidelines for Cutting of Trees and/or Other Vegetation

The attached application for cutting trees and/or other vegetation has been approved under Article XVI, Section III, Part B of the CFPOA Rules and Regulations. Approval is granted with the following stipulations:

1. The Property Owner is fully responsible for the work being done as approved and in compliance with all CFPOA rules and regulations. Accordingly, the Property Owner must be present to oversee the work of the cutting crew.
2. Only the trees or other vegetation specifically referenced in the application, subject to exceptions noted in the approval may be cut or trimmed.
3. Topping of trees is prohibited. (see figure for acceptable trimming techniques)
4. If trimming of tree branches is approved, they must not be trimmed to produce a "palm tree" effect (see figure).
5. Only trees that have been approved for removal may be climbed using spikes or other devices which penetrate the bark of the tree.
6. When tree removal and/or trimming is approved for the purpose of creating a better view, sufficient screening must remain to prevent open views of the applicant's home by others; only a brief intermittent view of the applicant's home is acceptable. Under no circumstances shall the applicant create a "tunnel or alley" appearance."
7. This permit is granted on the assumption that all work will be done on the applicant's property. If any work is to be done within 10' of the property line, the applicant must verify the property line location with the adjacent Property Owner. If the adjacent property is "Common Property" the applicant must meet with the General Manager or his designee. It is the owner's responsibility to confirm that the trees or other vegetation to be cut are on his/her property.

Guidelines for Cutting Rhododendron and Mountain Laurel

Rhododendron and mountain laurel are native plants that dominate the Connestee landscape and provide attractive vegetation and valuable screening; they should be retained wherever possible. If it becomes necessary to cut these plants, the permit application should specify the reason for cutting and the extent to which they are to be cut. In all cases, the A&EC will consider how the proposed cutting will affect the appearance of the property to others in Connestee Falls. A goal of the A&EC is to maintain adequate screening of houses while allowing homeowners to make reasonable landscape changes. The application should address these issues. The A&EC also recommends the following in permit applications:

1. When the objective is to reduce plant heights to open a view, the application should indicate the height to be established. If approved, pruning could be done to that height and approximately one third of the plants cut to 2 to 3 feet below that height to allow new growth to establish a softer top. Long straight hedge-like appearances are to be avoided.
2. When looking to reestablish the attractiveness of plants from ground level, all dead material should be removed. If excessive height is also an issue, it should be handled as noted in item 1. In addition, the least attractive plants could be cut to ground level and allowed to grow back. However it should be understood that regrowth, especially of mountain laurel, is quite slow.
3. When side growth of plants starts to intrude on walks, driveways, etc., a cutback limit should be identified and cutback be done to that point; some shrubs could be cut a foot or two beyond that limit to avoid a hedge like appearance.

The following specific information should be considered by homeowners whenever rhododendron or mountain laurel are to be cut:

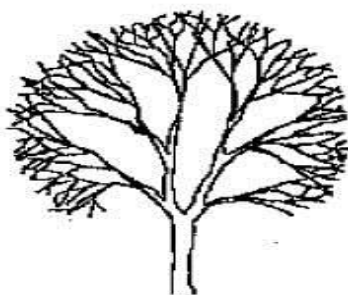
Rhododendron

- a) Rhododendron leaves remain on the plant for several years, and typically, lower branches do not die. The removal of lower branches presents an unnatural appearance and therefore should be avoided.
- b) The best time to prune is immediately after blooming so that the next years' flower buds have time to develop
- c) While top cutting may sometimes be necessary to achieve the objectives of the homeowner, this practice promotes formation of weak spindly shoots just below the cut and should be avoided if possible.
- d) Side branches should be pruned by cutting back to a limb juncture.

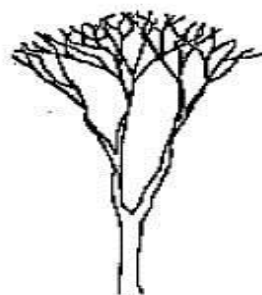
Mountain Laurel

- a) Mountain laurel typically retain their leaves for two years. Thus, as the plant ages, lower portions become devoid of foliage with many dead branches. The dead wood is not a sign of ill health but simply part of the aging process. The appearance of the plants can be improved by cutting out this dead wood, creating an attractive midlevel canopy while opening the forest floor to growth of other plants.
- b) The best time to prune mountain laurel is late winter or early spring. Summer pruning will result in new tender growth that may be killed by the frost, thus delaying regrowth of the plant.
- c) Only mountain laurel with very sparse crowns or interfering with paths or driveways should be considered for cutting back to ground level. Because regrowth is very slow, extreme cutting should be avoided whenever possible. However, if there is a large grouping of mountain laurel with very sparse crowns, cutting some to the ground may have long range benefits.

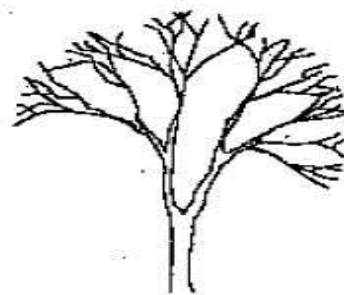
A&EC Approved Tree Trimming



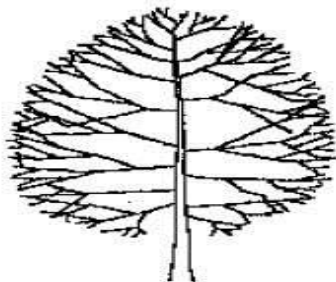
EXISTING TREE



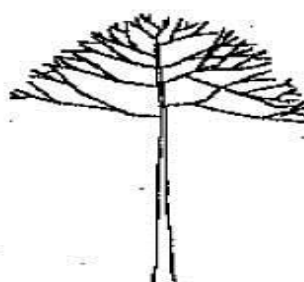
IMPROPER TRIM



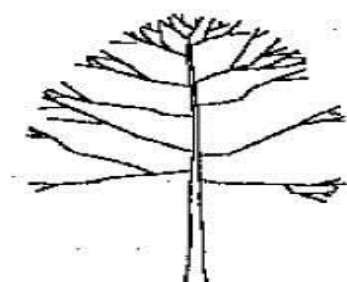
PROPER TRIM



EXISTING TREE

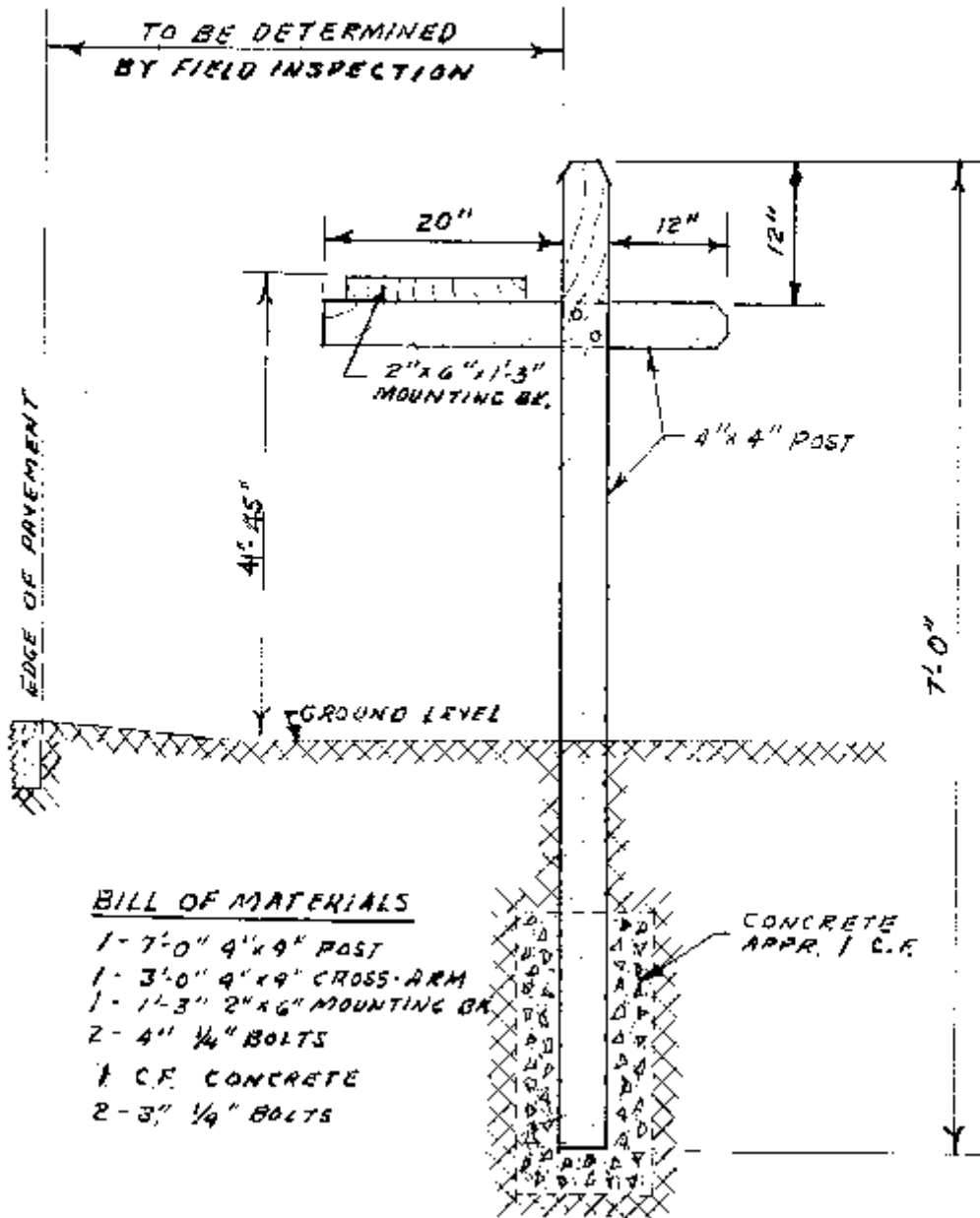


IMPROPER TRIM



PROPER TRIM

APPENDIX E
PREFERRED MAILBOX INSTALLATION



**APPENDIX F
C.F.P.O.A. - ARCHITECTURE & ENVIRONMENT COMMITTEE
NEW HOUSING START AND OTHER CONSTRUCTION FEES
(effective 3/1/11)**

- \$300 NEW HOME FILING FEE
- \$5000 PERFORMANCE DEPOSIT – for new housing start. Performance deposits will be placed in a non-interest bearing escrow account and will be refunded to the deeded owner after final inspection has been approved.
- \$2000 PERFORMANCE DEPOSIT – for major addition which will increase heated & habitable sq. Ft. By 20% or more, or a new level added to a portion of existing structure. Refundable to deeded owner after final inspection has been approved.
- \$4000 NEW HOME CONSTRUCTION FEE (IMPACT FEE) -- Fee paid for each **new housing start** or for a **complete demolition and rebuild**.

All owners of unimproved Lots transferred **on or after** April 1, 2009, either privately or from CFPOA, will pay the fee in effect at the time the A&EC housing start permit is issued on that Lot. An owner of an unimproved Lot transferred **on or after** April 1, 2009 is anyone taking title to a Lot by any means with the sole exception of a surviving spouse.

All owners of unimproved Lots transferred **prior to** April 1, 2009, either privately or from CFPOA, will pay the fee in effect at the time the A&EC housing start permit is issued on that Lot, reduced by \$400 per year for each year that the current owner has owned that Lot and paid assessments, down to a minimum impact fee of \$500. This privilege is not transferrable to anyone else with the sole exception of a surviving spouse.

NOTE: PROPERTIES ARE CHARGED AT THE IMPROVED ASSESSMENT RATE 6 MONTHS AFTER THE A& EC HOUSING START PERMIT IS ISSUED, REGARDLESS OF THE COMPLETION STATUS OF THE HOUSE AT THAT TIME.

AMENITY FEE based upon when lot was purchased by current owner.

Before 3/1/95	\$0	3/1/02 to 2/28/03	\$2100
3/1/95 to 2/29/96	\$500	3/1/03 to 2/28/04	\$2300
3/1/96 to 2/28/97	\$1000	3/1/04 to 2/28/05	\$3500
3/1/97 to 2/28/98	\$1500	3/1/05 to 2/28/06	\$4000
3/1/98 to 2/28/99	\$1500	3/1/06 to 2/28/07	\$4500
3/1/99 to 2/28/00	\$1500	3/1/07 to 2/28/08	\$5500
3/1/00 to 2/28/01	\$1700	3/1/08 to Present	\$8000
3/1/01 to 2/28/02	\$1900		

**APPENDIX G
CONNESTEE FALLS LOT COMBINATION APPLICATION**

Name(s) of Applicant:		
Mailing Address:		
City:	State:	Zip:
Telephone Number:		

I/We hereby make application to the Connestee Falls Property Owners Assoc. to combine the following contiguous pieces of property:

Unit	Lot	Street Address	Developed or Undeveloped?

I/We understand that the following provisions and restrictions apply to the combination of contiguous Lots:

1. The Connestee Falls Property Owners Association, Inc. (CFPOA) has the authority to allow contiguous Lots to be combined, after review and approval by the General Manager.
2. The Property Owner must pay for Lot Combination Deed preparation and any legal fees involved in the transaction.
3. The Property Owner must have a Surveyor prepare an appropriate Mylar for recordation with the Lot Combination Deed.
4. The Property Owner must understand and acknowledge that the Lots cannot be separated in the future. This statement must also be included in the Lot Combination Deed as a restrictive covenant.
5. The CFPOA assessments on each property being combined must be current through the end of the CFPOA fiscal year in which the Lot combination is done. No pro-rated CFPOA assessments are returned at closing.
6. The Property Owner will be required to pay one unimproved assessment as soon as the Lots are combined or one improved assessment within six months after the building permit is issued or upon final inspection; whichever occurs first.
7. Contiguous Connestee Falls Property Owners Association, Inc. Lots that could be involved in combinations will be re-evaluated, prior to sale, by the General Manager. At his/her discretion, the combined Lots will be appraised prior to sale.
8. The Property Owner must pay the Connestee Falls Property Owners Association the current Board approved Lot combination fee for each Lot combination. This will not be refundable.

CFPOA will:

1. Request a written application form from each Owner requesting to combine Lots.
2. Review the form request.
3. Notify the Property Owner of approval or the need for additional discussion with CFPOA.

I/We hereby specifically agree by the signing of this application form that the referenced Lots, if approved for combination, will not be separated or subdivided in the future. The deed combining Lots will state such prohibition to re-separation or resubdividing as a restrictive covenant. Please sign below and return to: Connestee Falls Property Owners Association, Inc., 33 Connestee Trail, Brevard, NC 28712. (Fax – 828-862-5830)

Applicant Signature:	Date:
Applicant Signature:	Date:

For office use only:

Maint. Super. Approval: _____ Date: _____

General Manager Approval: _____ Date: _____

Property Owner Notification: _____ Date: _____

Closing Attorney: _____ Tent. Closing Date: _____

**APPENDIX H
VIOLATION NOTICE FORM**

Connestee Falls Property Owners Association, Inc.
33 Connestee Trail
Brevard, NC 28712
828-885-2001

VIOLATION NOTICE

Violator: _____

Permanent Address: _____

Owner () Family Member () Guest () Contractor () Other, Specify ()
City _____ State _____ Zip: _____
Telephone Number: _____ Date: _____ Time: _____
Responsible Party (Property Owner: _____

Connestee Falls Address: _____

Unit: _____ Lot: _____ Telephone No.: _____

- Complaint:
- () Security – Warning, A&EC Violation
 - () Security – Citation, Rules and Regulations Violation
 - () Security – Public Safety, Written Explanation Attached
 - () A&EC – Citation, A&EC Violation, Written Explanation Attached
 - () General Manager – Citation, Public Safety Violation, Written Explanation Attached

Location: _____

Violator: _____

You are hereby notified of the above Violation of the CFPOA, Inc. Declaration, Bylaws, Rules and Regulations, N.C. Laws, and/ or Public Safety Standards. You are encouraged to correct the situation as soon as possible. You may anticipate a contact from the Architecture and Environment Committee in related cases, and from the General Manager in all cases.

Comments of the Violator: _____

Comments of the Property Owner & Date: _____

Signature of Security Officer, General Manager, Staff Inspector or A& EC Representative

Date Violation Notice Delivered: _____

() In person () Mailed to violator () Left at residence () Mailed to property owner () Other, Specify

Action: () Forwarded to A&EC; Date: _____ By: _____
() Forwarded to General Manager (all); Date: _____ By: _____
() Forwarded to Judicial Committee (by G.M.); Date: _____ By: _____

Action Taken by: () A&EC; () General Manager; () Judicial Committee

**APPENDIX I
RENTAL FORM FOR CONNESTEE FALLS RESIDENCE**

To: Connestee Falls Property Owners Assoc., Inc., 33 Connestee Trail, Brevard, NC 28712, 828-885-2001; fax – 828-862-5830

Ref.: Unit: _____, Lot: _____ Street Address: _____ Phone #: _____

Rental Period: Beginning _____ and terminating _____
Month/Day/Year Month/Day/Year

I/We hereby notify CFPOA of the rental of the above mentioned property. I agree to abide by the conditions listed herein. I understand that I am responsible for Tenant compliance with the Declaration, By-Laws, and the rules and regulations of the Connestee Falls Property Owners Association (CFPOA) and that it is my responsibility to provide Tenants with a copy of these documents and to inform them that they are subject to and are obligated to observe these provisions. I hereby authorize the CFPOA to allow the Tenants (identified below) and his/her family to have access to and use of my property at Connestee Falls for the period stated. I further request that the Tenant and his/her family be allowed to use the facilities and various amenities of the Association upon payment of such fees as shall be determined by the Board of Directors. I further understand that all assessments, fees and other charges must be kept current in order to continue use of the facilities and amenities and that I am responsible for any unpaid assessments and/or penalties levied against tenants of my property

Signature(s) of Owner(s) _____ Date _____
or Authorized Agent _____ Date _____

WHO WILL OCCUPY RESIDENCE?

	Name	Relationship*(H, W, S, D, O)	Age (if child)
Occupant #1			
Occupant #2			
Occupant #3			
Occupant #4			

(*Please indicate "H"-Husband, "W"-Wife, "S"-Son, "D" - Daughter, "O" - Other. Include children's' ages.)

TENANT'S PERMANENT ADDRESS AND TELEPHONE NUMBER:

Address: _____

Phone #: _____ **Email:** _____

VEHICLES OWNED BY TENANTS AND OCCUPANTS:

	Year	Make	Model	Color	Tag # (Include State)
Vehicle #1					
Vehicle #2					
Vehicle #3					

I (We) the Tenants of the above property agree that all CFPOA Rules, Regulations and Restrictive Covenants will be strictly observed by all occupants of said property. I (We) further agree to vacate Connestee Falls within forty-five (45) days after notice from the Connestee Falls Property Owners Association, Inc. of any violations of the aforesaid Rules, Regulations, and Covenants. I (We) further understand that all charging at Connestee Falls sales facilities must be done with either VISA or Master Card.

Date _____ Tenant's Signature _____ Driver's License # (Include State) _____

-For Administration Office Use Only-

Tenant Fees: Amount \$ _____ Date Paid: _____ By: _____

Bar Code# _____, _____, _____, Bar Code Fees/Deposits Paid \$ _____

Hanging Pass #: V1 _____, V2 _____, V3 _____ Sticker #: V1 _____, V2 _____, V3 _____

Copies to: P.O./Agent, Tenants, CFPOA Tenant File, Unit/Lot File, Security

Connestee Falls Account Number: _____