

# **RULES AND REGULATIONS OF TOXAWAY VIEWS HOMEOWNERS ASSOCIATION**

Revision 7 July 2018

## **Procedures for fines and suspension of condominium privileges or services**

The HOA is authorized by NC State Statute 47C-3-107.1 to impose fines for violations of these Rules and Regulations as set forth herein, any and all regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association.

### ***§ 47C-3-107.1. Procedures for fines and suspension of condominium privileges or services.***

*A hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any unit owner should be fined or if condominium privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47C-3-102(11). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The unit owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47C-3-116. If it is decided that a suspension of condominium privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. A unit owner may appeal a decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body. (1985 (Reg. Sess., 1986), c. 877, s. 1; 1997-456, s. 27; 2005-422, s. 14.)*

1. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association, as amended from time to time.
2. If any unit owner, tenant, or guest is not complying with the Rules and Regulations, the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time, the unit owner will receive notice of the rule infraction. Should the rule violation not be cured or is being repeated, the unit owner will be subject to a fine not to exceed one hundred dollars (\$100.00) which may be imposed for the violation, and without further hearing, for each day more than five days after the Board of Directors decision and notification that the violation occurs.
3. The sidewalks, entrances, passages, vestibules, stairways, outside corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises without the prior written consent of the Association.
4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by a Unit Owner on any part of the outside or inside (which may be viewed externally) of the premises or without the prior written consent of the Association.
5. No awnings or other projections shall be attached to the outside walls of the buildings and no blinds, shades or screens shall be attached to or hung in, or used in connection with the outside of

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any window or door of the demised premises, without prior written consent of the Association.

6. No baby carriages, bicycles or other such objects shall be allowed to stand in the halls, passageways, or other common areas of the building.
7. Children shall not play in the common halls or breezeways. Children under nine (9) years of age shall not be allowed in the common areas unless accompanied by an adult.
8. All garbage and refuse must be placed in tied plastic garbage bags (13 Gal kitchen size minimum – no loose grocery bags) and placed in provided refuse containment area containers with tops completely closed. Refuse containment area gates shall be kept closed and secured at all times. All parts of the property shall be kept in a clean and sanitary condition; and no rubbish, refuse, or garbage shall be allowed to accumulate and no fire hazard shall be allowed to exist.
9. The management company currently under contract with the Association shall be provided with, and will retain, a passkey to the premises, including garages. Owners are required to give the management company a copy of their key(s), if they have not previously done so, or they change their lock.
10. No Unit Owner shall allow anything whatever to fall from the windows, doors or balconies of the premises, nor shall sweep or throw from the premises any dirt or other substances into any of the corridors, halls, ventilators or elsewhere in the buildings or upon the grounds.
11. No garbage or storage containers, supplies, refuse, firewood, grills, or other articles shall be placed in the halls, entries, or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors, or in common areas.
12. No Unit Owner shall make or permit any disturbing noises in the buildings by himself, his pets, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated any audible equipment in his Unit between the hours of eleven o'clock P.M. (11:00 P.M.) and the following eight o'clock A.M. (8:00 A.M.), if the same may possibly disturb or annoy other occupants of the building. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give or permit to be given vocal or instrumental instruction of any kind.
13. No radio or television antenna or satellite dish shall be installed which is not in compliance with the Association's Requirements for the Installation of Satellite/TV Antennas, adopted by TVHA BODs 7/10/2010, as amended. Any such radio or television antenna or satellite dishes erected on the roof or exterior walls of the building, or that is not properly identified, without complying or receiving prior HOA approval are subject to being removed without notice; removal cost may be billed to the owner. No Unit Owner shall purport to give any easement or right of way to any utility or cable/satellite Television Company.
14. No pets shall be allowed to run at large in the common areas of the Condominium; however, a cat may run loose if belled. A unit owner may not have more than two (2) pets. Dogs shall not exhibit

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aggressiveness toward any other pets or persons; otherwise they must immediately be removed from TV premises. Dogs shall not be permitted outside of its owner's unit unless attended, on a leash, and under the control of its owner. In no event shall said dog ever be permitted in any of the recreation facilities i.e. pool area, etc. All pet owners must pick up after their pets. Pet Waste bags shall be utilized and SHALL NOT be deposited loosely in garbage containers, but shall be bagged in full size garbage bags prior to disposal. Pets shall not be left unattended on porches or balconies, nor left inside to incessantly bark and disturb or annoy neighbors. Guests of homeowners are permitted to bring a small pet provided that the homeowner is in residence.

Vacation renters (one week to one month) may not have pets within the Association, however, a seasonal or full time tenant in good standing may petition the Board to have a pet that meets the above standards of the Toxaway Views community. The TVHOA Board reserves the right to reverse this exception should the TVHOA policies not be followed.

15. No Unit Owner or Tenant shall allow any insecticide, paints, solvents, or other pollutants to flow into any septic system, stream or lake adjoining the property, nor block the flow of any stream or drainage area, or interfere with, or offend another owner.

16. No Unit shall be occupied for overnight stays by more than six (6) persons at any one time.

## 17. Parking

17.1 Unit Owners or their Tenants, including their Visitors/Guests shall keep no more than one (1) automobile in the building-facing parking spaces. Guests and visitors may park in building-facing parking places (other than the Owner's parking space) only if there is space available due to another Owner of the same building not being in residence. When there are no additional building-facing parking spaces available, Owners or Visitors/Guests may park in the designated spaces around or in the center circle; and, shall avoid using parking spaces in front of another building.

17.2 Oversized and/or commercial vehicles with, or without, lettering on them shall NOT be permitted to park in the designated building parking spaces overnight. No repair of vehicles shall be made on the condominium property, except in case of emergency.

17.3 Vehicles such as, but not limited to, motor homes, trailers, RVs, oversized and/or commercial/service vehicles with lettering on them, shall NOT be permitted on the premises at any time, except temporary permission is granted for those involved in the active repair or maintenance of the units, buildings, or common areas during daytime working hours.

17.4 All vehicles parked at Toxaway Views must be in good repair, shall not drip oil or coolant onto pavement, and display a current valid tag. Vehicles or trailers of any type shall not be parked in any location on the property, designated parking or otherwise, that might hinder emergency or service vehicle access or passage.

## 18. Center Circle

18.1 The center circle shall NEVER be used to discard any items whatsoever, I.E., it's not a dumping ground. All vehicles parking in the center circle shall park radially in an orderly fashion around the circle and not park haphazardly. Owners' utility trailers, not to exceed 20' overall, and trailered boats, not

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exceeding 25' overall, may be permitted, with written Association approval, to temporarily park in the center circle for a period up to 90 days. Trailers must display a current valid tag and boats must display a current valid registration decal. RVs are permitted on the property for the purpose of loading/unloading for a 24 hour period only.

18.2 Full time residents and tenants using commercial/service vehicles with lettering on them are required to park them overnight in the center circle; unless otherwise approved in writing by the BODs.

18.3 All maintenance vehicles and temporarily-required equipment and building/construction materials belonging to any maintenance contractor shall be parked/stored short-term in the NW area of the center circle (to left entering from street) when not actively in use. Such area containing maintenance vehicles and equipment/supplies shall be totally contained neatly in one area and shall not interfere with any other vehicle or pedestrian traffic through the circle.

19. Automobiles are not to be washed anywhere on the premises, except the designated car washing area that is located on the asphalt area across from the basketball hoop. Persons utilizing the car wash area are requested to neatly roll up the hose and hang it on the spigot, and must turn the water off at the spigot when they are finished.

20. No outdoor grilling is allowed on the foyers of the units or anywhere on the common areas of the property, other than the concrete pool deck as designated by the HOA; and, only electric grills and small gas grills specifically designed to use disposable LPG tanks (not exceeding 1 pound) are permitted on the back decks of the units.

21. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit. The discharging of firearms and/or fireworks anywhere on the property including restricted common areas or common areas is prohibited.

22. People are requested be considerate of their neighbors when opening and closing of all doors.

23. Owners and/or their Real Estate Agents for rentals shall notify Toxaway Views management as to any renters they represent - showing dates of arrival and departure, and the names of the renters and their guests. *Owners leasing, or considering leasing their unit, are encouraged to read and be completely familiar with the NC Real Estate Commission's publications 1) Owning Vacation Rental Property and 2) Tenant Security Deposits; and especially 3) NC Chapter 42A., Vacation Rental Act., Article 1. - Vacation Rentals.*

24. Owners and/or their Real Estate Agents shall notify prospects/renters as to the requirements of the Declaration, the Bylaws, and shall provide lessees/renters with a printed copy, of the current Rules and Regulations of Toxaway Views Homeowners Association, to be conspicuously posted in the rental unit.

25. Owners are responsible for providing a copy of the written rental/lease agreement to Toxaway Views management to provide information required by the Declaration; I.E., (N) Leasing of Units. "No unit owner shall be permitted to lease his unit for transient or hotel purposes. Recognizing that some owners might wish to rent their units to defray cost of ownership, short-term rentals seven (7) consecutive days or

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more will be allowed. Owners are prohibited from offering shorter-term rental accommodations on/in any media, I.E., advertised by print, on websites such as, but not limited to, Airbnb, VRBO, or by any rental agents. No unit owner may lease less than the entire unit. Any lease agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the bylaws, and the Rules & Regulations, and that any failure by the Lessee to comply with the terms of such documents shall be in default under the lease. Owners are responsible for the keys, including the front door and mailbox keys for those units, and garages, that they represent.

26. Toxaway Views Homeowners Association's management will notify the Owners of any violations of the Declaration and the Bylaws and/or these Rules and Regulations. Any charges owed the Association as a result of fines for violations or damages to common and/or limited common areas shall be paid immediately. Any amounts owed which are 90 days overdue shall be grounds for relief including without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

27. The display of any flag, banner or like item from any area of Toxaway Views Association's property (common and/or limited common areas included) is prohibited with the exception of the United States of America or the North Carolina State flag, of a size no greater than four feet by six feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended, governing the display and use of the flag of the United States.

28. Winterization requirements for the winter season, defined as November 1 through April 1, is mandatory for all units during periods that the unit is not occupied on consecutive days. Requirements for winterization are defined in the Association's Winterization Policy, adopted by TVHA BODs, as amended.

29. Owners who trim shrubbery and/or limb trees are advised that they are responsible for the removal of such debris; unless coordinated in conjunction with a scheduled community cleanup. The HOA Grounds Contract only provides for two hauling and disposal services per season. Should an owner(s) fail to remove their debris, the owner(s) will be billed for the cost incurred by the HOA.