



**Sawyer Motor Building Condominium
Rules and Regulations
August 14, 2017**

1. **Common Areas** (corridors, stairways, elevator, lobbies, garage, roof, entry ways, east side alley and garage approach or other areas defined as Common Elements in the Condominium Declaration)
 - A. Children shall not play in the public areas.
 - B. No bicycles, scooters or similar vehicles, or other personal property of owners or tenants, shall be allowed to stand in the public areas except for bicycles on the bicycle rack.
 - C. No smoking, cooking or barbecuing, nor solvents, petroleum-based products or other chemicals of similar nature, shall be permitted in or upon the Common Elements.

2. **Roof**
 - A. All residents and residents' guests are required to stay within the fenced area.
 - B. The maximum number of occupants permitted at any given time is 49.
 - C. Residents wishing to bring more than 10 guests to the roof at one time must present a formal request to the Board through the Managing Agent. The Board reserves the right to enforce guest limits in an effort to preserve access for residents during busier times.
 - D. The roof door must remain closed at all times. Do not prop or otherwise intentionally leave the door open.
 - E. No pets are allowed on the roof at any time.
 - F. Smoking is prohibited.
 - G. No glass containers are allowed on the roof at any time and for any reason.
 - H. Residents are responsible for keeping the roof free of debris and trash after each use.
 - I. The act of throwing items over the fence is strictly prohibited.
 - J. Radios require the use of headsets.
 - K. Failure to comply with any of the above rules or regulations or any such rules and regulations established by the Association hereafter, with regard to use of the roof, may result in the suspension of a Unit Owner's or Tenant's privilege to access and use the roof Common Elements, in accordance with the procedures established for suspension of such privileges set forth in the Declaration, Bylaws and the North Carolina Condominium Act.

3. Parking and Garage

- A. The parking garage located on the second floor of the building is a common element (Residential limited common element) of the condominium provided for all Residential Unit Owners of the building. Each Residential Unit shall be designated a specific parking space (or spaces in the event of a two bedroom Residential Unit) by the Association. These parking spaces may only be used by the owner or with the owner's permission.
- B. *All vehicles improperly parked within the parking garage are subject to towing at the owner's expense and without prior notification.*
- C. All Residential Unit Owners will be supplied with entry keys or devices to enable entry into the parking garage.
- D. The garage door must be closed using the appropriate remote control after entering and exiting the garage. The automatic door timer should not be used to close the door as this opens the possibility of uninvited visitors entering the building while the door remains open.
- E. Garage sales of any kind are strictly prohibited.
- F. Failure to comply with any of the above rules or regulations or any such rules and regulations established by the Association hereafter, with regard to use of the parking garage within the Building, may result in the suspension of a Unit Owner's or Tenant's privilege to access and use the parking garage Residential Limited Common Elements, in accordance with the procedures established for suspension of such privileges set forth in the Declaration, Bylaws and the North Carolina Condominium Act.

4. Security

- A. All owners, tenants and guests of owners or tenants shall ensure that all doors are closed after entering the building. This includes entry through the garage door.
- B. No door shall ever be propped open or otherwise intentionally left open.

5. Trash and Recycling

- A. All trash must be bagged and tied. Only bagged trash shall be placed in designated trash areas which include the trash shoots and the collection area outside of the building.
- B. Please close the door to the trash chute after use.
- C. No owner shall place trash in any common area. Trash must remain within individual condo units until time allows for the direct transfer of items to either of the designated trash areas.
- D. Recycling of household items is a personal choice for each owner. Those who choose to recycle must store items within their unit until such a time allows for the transfer to recycling areas designated by the City of Asheville.
- E. The City of Asheville requires that all corrugated cardboard be recycled. Such items must not be placed in trash bins and must be recycled at designated recycling areas as specified by the City of Asheville. To discuss arrangements for your recycling, you are encouraged to contact Curbside Management at 828-252-2532.

- F. Disposal of large items is the responsibility of the owner and must be coordinated with the City of Asheville by calling 251-1122.

6. Disturbances

- A. No owner or tenant shall make, permit, or cause disturbing noises, smells, or vibrations in the building or do or permit anything to be done therein which unreasonably disturbs other occupants or unreasonably interferes with the right, comfort or convenience of other owners.
- B. All owners and tenants are encouraged to be considerate of others living in the Building and shall observe Quiet Hours. No Owner or tenant shall play upon or permit to be played upon any musical instrument or permit to be operated any device connected to speakers, such as a CD player, phonograph, radio, VCR, computer, or television, or any other type of device or means in which sound is created (either naturally or artificially) in said Owner's or tenants Unit or on or about the Condominium, between the hours of 10pm and 8am on weekdays and the hours of midnight and 8am on weekends ("Quiet Hours"), if the same shall disturb or annoy any other occupants of the Building. In any event, owners and tenants shall at all times comply with all City of Asheville ordinances regarding sound and noise.
- C. No construction, repair work or other installation involving noise, smell or vibration shall be conducted in any units except on weekdays and Saturdays and only between the hours of 8:30am and 5:30pm.

7. Windows

- A. Awnings and/or window boxes may be used in or about the building only with the advanced written consent of the Association and the type, color and method of attachment must be approved by the Association.
- B. Nothing shall be projected or shaken out of any window of the building, nor placed upon the windowsills except plants without the express approval of the Association.
- C. No sign, notice, advertisement or illumination shall be inscribed or exposed on or out any window or other part of the building above the street level floor unless approved in writing by the Association. All window coverings must be white on the side facing out of the unit.

8. Move-in and Move-Out Process

- A. The fee for any resident to move into the Building is \$200.00 ("Move-In Fee"), which is an impact fee for the purpose of helping to defray the costs of increased wear and tear on the facilities. The Unit owner is responsible for paying this fee (and assuring all notices or meetings as required by this Rule 8), which is due and payable prior to moving into the Building and should be payable to the Sawyer Motor Building Residential Sub Association.
- B. The Management Agent must be notified prior to the time that any new tenant or owner moves into the Building.
- C. All new residents of the Building are also required to meet with the Management Agent prior to moving into the Building. During this meeting, the Management

Agent will discuss moving procedures and Rules and Regulations, such that the Building Common Elements will be fully protected during such move in.

9. Pets

- A. Only residential owners and their tenants may keep up to a total of two pets (but then only domestic dogs, cats or birds) in the building without the permission of the Association, and then only so long as the keeping of such pets does not interfere with the rights or convenience of other owners. No other pets, animals, livestock, or poultry of any kind are allowed.
- B. Owners shall promptly clean and dispose of any pet litter or soiling in the Building or anywhere on the grounds.
- C. Pets must be kept on a leash at all times.
- D. No pets are allowed on the roof.

10. Firearms and Fireworks

- A. No discharge of firearms or fireworks shall be permitted in or from the building.

11. Individual Units

- A. No group exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in a Unit without the consent of the Association. No garage sales allowed on the premises.
- B. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit in any reasonable hour of the day for the purpose of inspecting such Unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests. If the source of any such vermin, insects or other pests is found within a specific Unit, the owner of that Unit shall be directly responsible for the costs for control and/or extermination.
- C. Toilets, sinks, bathtubs, showers, dishwasher, washing machines and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed. Owners or their tenants shall exercise proper care to insure that floors are kept clear of standing or running water. Running water shall not be left unattended or allowed to overflow any appliance or fixture. All dishwashers, washing machines and other water-using appliances shall have integral automatic overflow cut-off switches. The cost of repairing any damage resulting from the violation of this rule shall be paid for by the Owner whose Unit is the source of the damage.
- D. The Association shall have a pass key to all Units in the building. No Owner or tenant shall alter any lock or install a new lock without the permission of the Association.
- E. No commercial activity shall be conducted in any common or residential area throughout the building or exterior thereof.
- F. As dictated by City of Asheville ordinance, no more than two (2) people may live in a one bedroom unit and no more than four (4) people may live in a two bedroom unit at any given time. This applies to both tenants and owners alike.

- G. Each unit must remain heated at no lower than 55 degrees at all times. If a unit is being leased, the unit owner's electricity account must automatically activate when the tenant terminates their electricity account.
- H. Owners are responsible for maintaining all smoke alarms within their respective Unit. Maintenance of said alarms includes the regular replacement of batteries. Any owner who is unable to change his/her battery must contact the Management Agent to schedule this service at the owner's expense.

12. Leasing

- A. The minimum term for a leased unit at the Sawyer is six (6) months.
- B. Owners must send a copy of the lease to the Management Agent before any tenant moves in.

13. Dues and Assessments

- A. Each Unit is liable on the first day of each quarter for an appropriate proportional share of the common expenses incurred by the Association as specified in the Association's budget for the current fiscal year.
- B. Unit owners are responsible for paying special assessments that may be levied from time to time to recover the costs of the maintenance, repair or replacement of the hallways, stairwells, elevator, lobby, garage, building exterior and other portions of the property that are shared by more than one unit (common and limited common elements).
- C. If dues or assessments remain unpaid for a period of ten (10) days after the due date, a late payment charge will be imposed that is equal to the greater of twenty dollars (\$20.00) or ten percent (10%) of any unpaid assessment for every month for which an unpaid balance persists. If a Unit owner is delinquent for more than sixty (60) days, the Residential Executive Committee may file a lien against the respective unit. It is intended that the Association shall have all of the rights and remedies set forth in the Condominium Declaration, Bylaws, these Rules and Regulations, and the North Carolina Condominium Act.
- D. If dues or assessments remain unpaid for more than 90 days, the Board reserves the right to remove or suspend privileges or services to delinquent owners, in accordance with the procedures established for suspension of such privileges set forth in the Declaration, Bylaws and the North Carolina Condominium Act.

14. Complaints

- A. Complaints regarding the maintenance or administration of the building shall be made in writing to the Management Agent.
- B. All complaints regarding the Management Agent shall be made in writing to the Board of Directors.

15. Compliance

- A. Issues regarding compliance with the Declaration, Bylaws or Rules and Regulations shall be raised in writing to the Board of Directors through the Management Agent.

- B. In addition to all of the rights and remedies set forth herein, the Association may levy reasonable fines against any Unit owner for violations of the Declaration, Bylaws or these Rules and Regulations in accordance with Section 47C-3-102 (11) and 47C-3-107.1 of the North Carolina Condominium Act. Upon adjudication under such rules if an owner is charged a fine, the owner has five (5) days from the time of notification to pay said fine. If the fine remains unpaid after the 5th day, an additional fine of one hundred dollars (\$100.00) will be imposed. Each additional day that the fine remains unpaid, the owner will be assessed a fine of \$20.00 per day thereafter.