



COMMUNITY RULES & REGULATIONS

Last Revised April 22, 2019

**This Document Replaces All Previously Issued Hamburg Crossing
Community Rules & Regulations.**

**These Community Rules & Regulations Have Been Approved In Their
Entirety By The Hamburg Crossing Property Owners Association (POA)
Board Of Directors.**

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HAMBURG CROSSING COMMUNITY RULES & REGULATIONS

Revised April 22, 2019

PREFATORY

Hamburg Crossing is a Planned Unit Development (PUD). The Hamburg Crossing Community (Community) consists of eighty-two (82) townhomes (Units), one Community Clubhouse and one Gate House. To foster the ongoing enjoyment of the Community, all Unit Owners (Homeowners) and lessees, both of which are referred to herein as Residents, as well as their family members and guests are requested and expected to observe the Community Rules & Regulations (R&R) set forth in this document.

The Hamburg Crossing Property Owners Association (POA) acts through the agency of its duly elected and authorized POA Board of Directors (POA Board). The principal role of the POA Board is governance through which it provides overall management of the Community. The association management services support provider for Hamburg Crossing is Baldwin Real Estate, Inc. (Baldwin). By the delegated authority of the POA Board, Baldwin through a designated Hamburg Crossing Community Manager has primary responsibility for monitoring R&R compliance, addressing any and all R&R violations that may arise, resolving Unit Owner (Homeowner) complaints, coordinating all common area maintenance management and reviewing and approving all Homeowner Change of Exterior (COE) Requests. Residents witnessing a possible violation of the R&R are requested to contact the Hamburg Crossing Community Manager via e-mail to report any and all potential violations.

The R&R are intended to support the respectful consideration of all parties in Hamburg Crossing as well as to maintain the aesthetics of and enhance the market value of Units within the Community by promoting a consistency and continuity of standards of overall Unit exterior and landscaping appearance as well as Resident interaction.

The POA Board has the responsibility to monitor and as appropriate revise the R&R. In discharging this responsibility, standing or ad hoc committees created by the POA Board may be requested by it to provide active counsel and assistance including, but not limited to drafting prospective changes to the R&R.

I. GENERAL

1.1 Peaceful Enjoyment Of The Property. No Homeowner shall make or permit any disturbing noises in the building by himself, his family, pets, tenants, employees, agents, and visitors, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners. No improper, offensive, or unlawful use shall be made of any unit or the common grounds, and all valid laws, ordinances, and regulations of all governmental bodies having jurisdiction shall be observed (See Declaration, Article IV, Section 4.).

- a. No for profit, business, political or religious solicitations or canvassing of any type or sort is permissible. This provision includes, but is not limited to soliciting or canvassing conducted in person, via telephone, via email, via Hamburg Crossing Communications (HCC) initiated broadcast e-mail, or

via printed or written means. This section does not prohibit communications sent through the United States Postal Service or via e-mail contact if specific written preapproval has been obtained from the recipient.

b. All Hamburg Crossing Homeowners, Lessees and Renters (Residents) have a reasonable expectation of privacy associated with any name, address, e-mail and/or telephone information that they have authorized for inclusion in the Hamburg Crossing Directory (Directory) maintained by HCCommunications. Under no circumstances is it permitted for any of the information contained in the Directory to be used in conjunction with any for profit, business, political or religious solicitation or canvassing of any sort or type. It also is not permitted for any of the information contained in the Directory to be communicated, shared or provided in any manner to any individual who is not a current Resident of Hamburg Crossing or to any organization or entity not formally affiliated with Hamburg Crossing.

1.2 Homeowner's Insurance. All Homeowners are required to have fire and extended coverage insurance in an amount sufficient to cover the full replacement cost of the dwelling. The policy must reflect the Hamburg Crossing POA as an interested party. It is also a Homeowner's responsibility to instruct the insurer to send annually a renewal declaration page to the association management services support provider, Baldwin Real Estate, Inc. Please note that Hamburg Crossing Units are classified as townhouses and not condominiums (See Declaration, Article VII.).

1.3 Animals. No animals generally considered livestock may be kept on any Unit lot (lot). No commercial animal raising or boarding of any type shall be permitted on any lot. Only animals generally recognized as domestic pets, not to exceed three per dwelling (exclusive of fish, gerbils or other like caged pets, which are to be kept indoors at all times), may be kept and maintained on any lot. However, in no event shall more than two dogs be kept on any lot (See 1st Amendment to Declaration).

All pets shall be kept so as not to become a nuisance or an annoyance to others in the community. For the safety of the Community, any pet outside of the Unit must be restrained at all times by a handheld leash held under the control of a person over 18 years of age.

Specific regulations may be promulgated from time to time by the POA that may further restrict the type of pet to be allowed within the subdivision, including breeds and size of pet to be prohibited so as to avoid nuisances. Authorized service animals shall be governed by the current guidelines of the Americans With Disabilities Act (ADA).

1.4 Pet Waste. Discarding pet waste on common property, to include the Clubhouse Pool trash cans, is not allowed. Pet owners and their substitute pet walkers who do not collect and properly dispose of all pet excrement will subject such owners to a reasonable fine as determined and assessed by the POA Board (See 1st Amendment to Declaration).

1.5 Motor Vehicles And Speed Limit.

- a. For the safety of all, Hamburg Crossing has a posted speed limit of 14 m.p.h. as well as stop signs located at various intersections in the Community. Drivers must at all times observe the posted speed limit and heed all stop signs within Hamburg Crossing.

- b. Two or three-wheeled motorcycles and motor scooters are allowed on paved surfaces only. Such vehicles must be designed for street use, be operable, registered and insured. All such vehicles must be equipped with a muffler or other exhaust system rated at a decibel level no greater than that of the original equipment system for said motorcycle or motor scooter.
- c. All motor vehicles must be maintained in proper operating condition and in a condition so as not to be a nuisance by noise, exhaust emissions, oil leakage or otherwise (See Declaration, Article IV, Section 8 and Rules & Regulations Section 1.1).

1.6 Parking. (See Declaration, Article IV, Section 7). Residents are responsible for informing visitors, workers, and delivery people of these parking rules.

- a. Resident parking is available in the limited common element that is defined in this context to be the approximately 20 feet by 20 feet apron or paved surface area directly behind the garage of a Resident(s). Residents may park 2, four-wheeled, non-commercial vehicles on the apron at any time.
- b. Personal visitors are allowed to stop or stand in their vehicles on the turn-around pad (the paved area perpendicular to the apron) for a period of time not to exceed ten minutes in order to allow Residents an opportunity to enter or exit said vehicles. Subject to sufficient room, during the daytime personal visitors, delivery vehicles and service vehicles may park on the apron directly behind the home of the Resident being visited. Otherwise, they must park in an approved area as described in Section 1.6h.
- c. Personal visitor parking on the turn-around pad is permissible for a maximum single daytime period and/or a single overnight period with the advance agreement of the other Residents that share the same turn-around pad. Personal vehicle parking on grassy areas (Zone 3) is not permitted at any time.
- d. Short-term parking not to exceed ten minutes of a delivery vehicle on the turn-around pad is permissible during daytime hours. Parking of a service vehicle such as the truck of a plumber, electrician, carpet cleaner or other service provider on the turn-around pad is permitted during daytime hours for an extended period of time, as required by the work being performed, for a single day or for two or more business days with the advance agreement of the other Residents that share the same turn-around pad. Subject to sufficient room, during daytime hours delivery and service truck parking also is permitted on the apron directly behind the home of the Resident for which a delivery or service is being provided. Service vehicle parking on grassy areas (Zone 3) is not permitted at any time.
- e. All larger commercial vehicles including, but not limited to moving vans shall park only on the loop or at the Clubhouse parking lot.
- f. Whether standing or parked, no vehicle shall obstruct access to any driveway.
- g. Overnight parking of vehicles is not allowed on community streets, driveways or in the lot in front of the main entrance to the Clubhouse. Overnight guests may park on the host's apron if space is available (a total of two vehicles allowed), or on the Clubhouse side parking lot. Clubhouse parking lots were not intended as long-term parking areas for Residents or guests. Overnight Clubhouse parking for Resident parking or to accommodate guests is limited to a combination of 20 nights per Unit per calendar year,

of which no more than 14 nights may be consecutive. Residents requiring more than the specified limits to accommodate guest overnight parking must have prior written authorization from the POA Board obtained through the POA association management services provider, Baldwin Real Estate, Inc. Any overnight guest or Resident vehicle parked in the Clubhouse lot overnight must display on the dashboard a placard or paper containing the Unit number of the associated Resident.

- h. On-street visitor, service or delivery vehicle parking on Mountain Meadow Circle shall be limited to daytime hours and on the outside loop only (the USPS mailbox side). Overnight visitor parking is governing by Section 1.6g as set forth above. The inside loop (sidewalk side) and Valley Trace Lane shall have no on-street parking at any time except for moving, delivery or service vehicles. Mailboxes, driveways, and Unit location signs must not be blocked at any time.
- i. Unlicensed, non-inspected, or non-operable vehicles are not permitted on the property. Campers, trailers, and boats are not permitted, except within 24 hours before and after they are used. Campers, trailers and boats are subject to the same parking regulations as other Resident vehicles.
- j. Residents may wash and/or detail their personal motor vehicles on the apron immediately behind their Unit.

1.8 Trash and Recyclables Receptacles. Trash and **recyclables** containers must be stored inside and shall not be put outside or at the curb prior to 6:00 a.m. on the morning of the regular trash collection day. The largest trash can our local trash service will lift or empty is a 32 gallon can. Trash may be placed in trash containers with a tight lid or in heavy, closed trash bags. **Recyclables must be placed in the large blue containers required and provided by the Town of Weaverville.** Please contact the Town of Weaverville at (828) 645-7116 for trash collection information. (See Declaration, Article IV, Section 9.)

1.9 Garage Sales. Garage sales, estate sales, or similar sales are not allowed.

1.10 Trade Or Business. No trade or business shall be carried on upon any lot, but this restriction shall not prohibit a home occupation which does not cause any noxious or offensive activity and which does not significantly increase traffic within the property. (See Declaration, Article IV, 1.1)

1.11 Access To Unit Interior. Upon advance notice from the POA, Homeowners/tenants are required to provide authorized agents of the POA access to Unit interiors, driveways/aprons, sidewalks, patios and Zone One areas for inspections related to safety, maintenance or insurability (including, but not limited to inspections required for POA termite bond).

II. POOL, CLUBHOUSE & EXERCISE ROOM

The Hamburg Crossing Community Manager as well as the POA Board Of Directors, the Clubhouse Coordinator and the Social Committee Chairperson will monitor the observance of the R&R as relates to the Pool, Clubhouse and Exercise Room.

2.1 Pool.

- a. **NOTE:** There are no lifeguards or attendants on duty; **Users swim at their own risk.**
- b. Residents must accompany and remain with all persons under the age of 18 and all guests using the

pool facilities.

- c. Residents and guests (Users) must obey all posted rules when using the pool. Residents are responsible for the actions of and for any repairs necessitated or damages caused by them or by their guests.
- d. Residents and guests are responsible for lowering umbrellas, clearing the pool of toys and placing lounge chairs back against the fence after using the pool area.
- e. During an electrical storm, Users must leave the pool area to avoid risk of injury or death.
- f. Running, diving, boisterous or rough play, wheeled toy vehicles, throwing of balls or other toys, glassware, breakable items, loud music, and electrical equipment of any kind are prohibited.
- g. To maintain a safe swimming environment, swim diapers must be worn by children in diapers or who are not fully potty trained as well as by any User experiencing incontinence.
- h. Smoking is prohibited within the fenced pool area.
- i. Animals are not permitted within the fenced pool area.

2.2 Clubhouse.

- a. Residents must **not** provide the key to the entry doors and pool gates to anyone.
- b. Exterior doors from the Clubhouse must be kept closed except to pass through.
- c. Residents must accompany and remain with all children under the age of 18 and all guests using the Clubhouse facilities.
- d. Residents are responsible at all times for the actions of and for any repairs necessitated or damages caused by them or by their guests.
- e. Running, rough play, wheeled vehicles, and ball playing are prohibited in the Clubhouse.
- f. Smoking is prohibited in the Clubhouse. Residents and their guests should use the receptacle provided outside the Clubhouse entrance to dispose of any cigarette or cigar butts, pipe ashes or other tobacco remnants.
- g. Candles are prohibited anywhere in the Clubhouse except for small celebratory ones on desserts (or similar) and those operated by battery.
- h. Animals except for designated Service Animals under the Americans With Disability Act are not permitted in the Clubhouse.
- i. The Clubhouse temperature is to be maintained as posted on the thermostat.
- j. The Clubhouse pool table is **never** to be moved due to the risks of personal injury or property damage that could occur.

2.3 Reserving The Clubhouse.

- a. Homeowners and Lessees (Residents) may reserve and use the Clubhouse for personal functions including social events and non-profit organization or club events for which there are no costs for attendance. Eligible functions and events include, but are not limited to informational lectures and presentations as well as musical or theatrical performances involving no more than five musicians or performers. Attendance at informational lectures and presentations as well as musical or theatrical performances is limited to Residents and any houseguest(s) that they may have visiting at the time of the lecture, presentation or performance. Residents may not reserve or use the Clubhouse for any for-profit, business, political or religious activities or events
- a. Residents may not reserve or use the Clubhouse for any private event or activity on a recognized United States holiday or on the occasion of a major college or professional championship sporting event including, but not limited to the NCAA finals, Superbowl, NBA finals, Major League Baseball finals, NHL finals, or Fédération Internationale de Football Association (FIFA) finals.
- b. Residents may reserve the Clubhouse by contacting the Clubhouse Coordinator (see the Hamburg Crossing Directory cover). Due to their representation of the POA, POA Board followed by POA Board Standing Committee reservations of the main Clubhouse and/or the Library meeting/gaming room takes precedence over booking by a Resident.
- c. While there are no limitations on the number of times a Resident is permitted to reserve the main Clubhouse or the Library meeting/gaming room, any recurrent reservation can be superseded in the following order of priority:
 1. Any POA Board Meeting or activity
 2. Any scheduled use by a Standing Committee of the POA Board
 3. Any non-recurrent or special event scheduled by a Resident
- d. A Damage Deposit of \$100 and a nonrefundable \$50 Facility Usage Fee are no longer required before a reservation is confirmed. By electing to use the Clubhouse for a scheduled event, the Resident(s) accepts the facility cleanliness and use standards specified in the Resident Clubhouse Use Checklist (Exhibit G) and agrees to be subject to the payment of an overall cleaning and/or damage fee of an amount necessary to perform any cleaning required and/or to reimburse the cost of any damages caused as a result of that use.
- e. Prior to the scheduling of an event, the Resident Clubhouse Use Checklist (Exhibit G) will be provided to scheduling Residents by the Clubhouse Coordinator. This Checklist also is provided in the Clubhouse kitchen.

2.4 Exercise Room.

- a. Residents must accompany and remain with all guests using the Exercise Room.
- b. No person under the age of 18 is allowed in the Exercise Room.
- c. Residents and guests must obey posted rules when using the Exercise Room. Residents are responsible for the actions of their guests and are liable for any repairs required or damages caused as a result of their actions or of those of their guests.

- d. The Exercise Room temperature is to be maintained as posted on the thermostat.

III. CHANGE OF EXTERIOR

PREFATORY

Although a Unit is deeded to a Homeowner, if a Homeowner makes a change to a Unit's exterior, the adjacent limited common elements, or the common elements (both defined at 3.1 below) without the express permission of the POA Board, any unpaid costs for damage, repair and/or maintenance could create a financial risk to the POA that would ultimately result in an increase in every Homeowner's monthly assessment.

To eliminate such risk, the POA requires that an Owner submit a Change Of Exterior Request Form (COE) to request written approval on behalf of the POA Board **in advance** of any permanent or temporary change to the exterior of a Unit, any limited common element or any common element. (See Exhibit H attached hereto for Form).

3.1 Lot, Limited Common Element And Common Element (sometimes called areas) Definitions.

- a. A Lot is the physical portion of a planned community designated for the separate ownership or occupancy by a Lot Owner (Homeowner).
- b. A Limited Common Element (LCE) is for the exclusive use by one or more but fewer than all of the Lot Owners (for example, inside the patio fences, the mulch beds within the patio and sidewalk to the garage of each Unit, the parking area (apron) adjacent to the garage door of each Unit).
- d. Anything beyond an LCE is a Common Element and is for use by all Homeowners and is regulated by the POA.

(See Declaration, Article I. 5, 8, 9 & IV. 3 and NCGS 47F-1-103 and 47F -3-102 (6).)

3.2 Change Of Exterior Request Form (COE). This form, Exhibit H attached, is also available in a display holder in the Clubhouse foyer. A COE must be submitted to Baldwin Real Estate, Inc. as the association management services support provider by e-mail, facsimile, hand delivery or the USPS (see p. 19 for details).

3.3 Changes Requiring Approval. Changes requiring COE approval include, **but are not limited to:**

- Satellite television dish. (See 3.5 below, and Exhibit F attached, regarding approved satellite dish location, installation process and removal specifics).
- Antenna.
- Sun tunnel and/or solar tube.
- Attic fan.

- Motion sensor detector and/or light.
- Doors: Exterior and storm/screen doors. (See 3.6 below for types of storm/screen doors allowed).
- Door Repainting: Exterior or storm/screen. (Color chosen cannot be other than the hunter green or cranberry color approved for Community; if for fading or other than small scratches, affected door side must be repainted in its entirety).
- Windows and window screens. (See Declaration, Art. VI, 3.f.)
- Garage door keypad.
- Patio area gate.
- Plantings in respective mulch beds per charts in R&R IV. Landscaping.
- Penetration of any exterior surface of Unit and/or garage not named above.
- Any other changes to the exterior of a Unit, a limited common element or a common element not named above. (See Declaration, Art. IV, 3 and 5.)

3.4 Changes Not Allowed:

- Awnings or canopies.
- Door knockers.
- Low voltage walkway lighting systems.
- Pet doors.

3.5 Roof Or Exterior Penetrations. Any POA Board approved penetrations to the roof or exterior (e.g., sun tunnels, solar tubes, attic fans, satellite dishes) are the Homeowner's responsibility to maintain, repair, and remove. Owners are also responsible for any related costs, including those related to water leaks (refer to your homeowner's insurance policy). If an owner has an existing satellite dish assembly not in use, it should be removed, but any mounting devices attached to the roof **must** be left securely in place **unless** the POA Board approval includes the contractor removal of the mounting devices and the performance of roof repairs (see Exhibit F attached). Should the POA incur any cost in these matters, it will be charged back to the Homeowner.

3.6 Storm/Screen And Security Screen And Storm Door Selections. Selected storm/screen doors and security screen and storm doors are permitted.

- a. The color of a selected storm door must match or be compatible with the current exterior door. **In April of 2023, the Board added "Sandstone", which is a tan/beige color, as an approved storm door color.** Storm/screen doors must be a full-view door. Door manufacturers Larson® and Pella® make suitable models in our hunter green and cranberry exterior door colors (or close in color name). Examples of suitable Larson® brand doors include the Classic Full-View, Classic Elegance, First

Impressions and Secure Elegance Collections. A Fullview Storm Door is an example of a suitable Pella® brand door.

- b. For Homeowners with entrances not readily visible from Mountain Meadow Circle or Valley Trace Lane or for Homeowners who wish the additional protection of a security screen and storm door, a Larson® or Pella® brand security screen and storm door is permissible as long as the design is closely compatible with the appearance of a full-view storm/screen door from either of the same manufacturers. Larson® and Pella® make suitable models in our hunter green and cranberry exterior door colors (or close in color name). An example of an acceptable security screen and storm door is a Larson® Fusion Series Model #986800 Sonoma door.
- c. A screen door or a security screen and storm door from the kitchen door to the garage interior does not have to meet these design or color requirements.

IV. LANDSCAPING

4.1 General

- a. **Holiday Decorations.** Holiday decorations may be displayed between Thanksgiving Day and January 15th of the next calendar year.

The following decorations are permitted:

- Lights on the Unit door and patio fence.
- Exterior holiday lights may be illuminated between 4:00 p.m. until 11:00 p.m.
- Holiday wreaths on windows, the front door and/or developer installed patio and garage outdoor light fixtures.
- Garlands on patio fences.

The following decorations are prohibited:

- Inflatables.
- Any decorations requiring penetrations of the Unit exterior, doors or roof.
- Any items displayed on the roof and/or gutters.

- b. **Front Door Decoration.** Throughout the year, decorative wreaths on the front door of the Unit are permitted, provided there is no penetration of the door.
- c. **Retaining Walls And Berms.** Climbing on the retaining walls and related berms surrounding the property encompassing the Community is strictly prohibited. Homeowners are responsible for informing their guests (particularly children) and privately hired workmen of this regulation and ensuring that there

are

no violations by those parties. An exception to this requirement will be made for the removal/placement of plantings as approved by the POA Board.

- d. **Signs.** Exhibiting, inscribing, painting, or affixing signs (including, but not limited to political signs), advertisements, notices, or other lettering or non-POA installed numbering on any portion of the exterior or interior (if visible from the outside) of any Unit, lot, or any portion of the common elements, is strictly prohibited. Exceptions are:
- One (1) sign for Resident surname installed without penetrating the exterior of the subject Unit, with written consent of the POA as obtained by means of a COE tendered to the association management services provider, Baldwin Real Estate, Inc.
 - One (1) green/gold finish house number only sign with an integrated mounting stake measuring a maximum height of twenty-six (26.00) inches inclusive of the mounting stake and a maximum width of fifteen and one quarter (15.25) inches and located in the mulched bed area of Zone 2 no farther forward than the middle of that Zone.
 - ONE (1) sign of no greater than three (3) square feet in size may be placed in a dwelling window for the purpose of advertising the sale or lease of, identifying the name of a contractor performing work on or the name of a lender providing financing for a subject Unit.
 - Any signs required for health and safety such as signage indicating presence and/or use of oxygen.

The Association Board may erect signs on the property for identification or for such other purposes as the Board finds necessary. (See 1st Amendment to Declaration, p. 2, #2.)

- e. **Grills (Includes Any Outdoor Cooking Device).** Charcoal or propane grills must be used only outside of the garage, on the apron and away from the roof's edge. After each use, for safety reasons the grill must be burned off (due to bears), any grill burners and propane valve(s) turned off, and the grill and any accessories completely cooled. After being cleaned and fully cooled, the grill may be stored either in the garage or outside the garage on the apron adjacent to the Unit and under a well-maintained grill cover. Be aware that there is a risk to storing propane in an enclosed area.
- f. **Open Fires.** Not permissible anywhere at any time. (See 4.1.e. above for grills.)

4.2 Residential Planting With Chart

- a. All plantings including trees, whether installed by the landscaping services contractor to the POA or by a Homeowner, and whether paid for by the POA or by a Homeowner, are the property of the POA and under the control of and at the disposal of the POA.
- b. Requests for POA Board approval for additions and/or changes (see below) must be submitted via a COE (Exhibit F attached) prior to the start of any changes. Please allow 2 to 4 weeks for receipt of approval, depending on the nature of the change. Shrubs and trees planted after the approval of a COE become permanent and cannot be removed or changed without written approval of the POA Board.

- c. Unit Owners, guests, or renters may not interfere with or give instructions to the landscaping maintenance contractor for the POA. Questions and/or requests regarding landscaping services should be directed to the Hamburg Crossing Community Manager (see last page of R&R for association management services provider contact information).
- d. Moderation in plant quantity, variety, and size is encouraged.
- e. Plantings on or against exterior walls, patio fences, or retaining walls that will cause premature degradation to the property are not allowed.
- f. Plantings may not grow onto curbs or hang over curbs.
- g. The POA does no formal watering of plantings in the Hamburg Crossing Community. Resident sprinkler systems are not allowed. At their own expense, Residents may water their exterior plantings using a standard or soaker hose connected to a garage hose spigot, house tap or other source.

	Zone 1	Zone 2	Zone 3
Zone Definitions	Located in limited common element: patio, entryway, and mulch beds inside patio fence and sidewalk.	Located in common element: mulch beds outside of and abutting patio fence and sidewalk.	Located in common element: grass, mulch beds and trees beyond Zone 2.
Maintenance PLEASE NOTE: Watering Is A Homeowner Responsibility	The POA contractor will maintain all mulch bed areas unless Homeowner adopts self-maintained status and accepts all maintenance responsibilities except for mulching annually.	The POA contractor will maintain entire mulch bed areas unless Homeowner adopts self-maintained status and accepts all maintenance responsibilities except for mulching annually.	The POA contractor will maintain the entire Zone.
Seasonal Flowering Annuals (new plants each year)	Allowed and maintained by Homeowner	Allowed and maintained by Homeowner	Requires COE approval; Maintained by Homeowner
Flowering Perennials (fade in winter, grow in spring)	Allowed, and maintained by Homeowner	Allowed and maintained by Homeowner	Requires COE approval. Maintained by Homeowner
Fruits or Vegetables	Not allowed	Not allowed	Not allowed

New Trees & Shrubs (including roses) (See Shrub and Tree Replacement Policy (Exhibit K) and List of Approved Shrubs (Exhibit L))	COE must be submitted and approved prior to planting. Any and all planting and maintenance costs borne by Homeowner. Removal may be required, even if previously approved, for reasons such as, but not limited to, causing damage to pavement or structures.	COE must be submitted and approved prior to planting. All costs related to the new shrub(s) or tree(s) must be paid entirely by the Homeowner(s) initiating the COE. Removal may be required for reasons including, causing damage to pavement or structures.	See Zone 2.
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	Zone 1	Zone 2	Zone 3
Replacement of Diseased or Dead Trees & Shrubs (See Shrub and Tree Replacement Policy (Exhibit H) and List of Approved Shrubs (Exhibit J))	N/A	Subject to approved COE, POA will pay for removal and for replacement with standard shrub. If Homeowner(s) wishes premium replacement, difference in plant/labor cost paid entirely by Homeowner.	POA will pay for the removal /replacement and will determine the type of and coordinate the planting of replacement.
Replacement of Healthy Trees & Shrubs (See Shrub and Tree Replacement Policy (Exhibit H) and List of Approved Shrubs (Exhibit J))	N/A	COE must be submitted and approved. Related removal and replacement costs will be borne entirely by the Homeowner(s).	See Zone 2
Plants in Decorative Pots	Allowed, but must not restrict access	Requires COE approval	Not allowed

Plant Stands & Trellises	Allowed only within & no higher than patio fence OR requires COE approval.	Requires COE approval	Not allowed
Shepherd Hooks (2 shepherd hooks allowed per Unit each with shepherd hook at a maximum 6' height and with 2 hanging hooks)	Posts to be placed in mulch beds so as not to interfere with landscape maintenance OR requires COE approval.	Posts to be placed in mulch beds so as not to interfere with landscape maintenance OR requires COE approval.	Not allowed

	Zone 1	Zone 2	Zone 3
Artificial Flowers or Plants	Allowed within & no higher than patio fence and/or as door decoration.	Not allowed	Not allowed
Mulch & Mulch Beds	Within patio fence area, mulch may be removed and replaced with stones or other porous material.	Requires COE approval. Moved mulch must be repaired and respread. No change to type, color, or texture of mulch allowed.	See Zone 2.
Edgings	Requires COE approval	Requires COE approval	Requires COE approval
Use of Non-POA Landscape Contractors	Requires COE approval	Requires COE approval	Requires COE approval

4.3 Non-Plant Ornamentation And Furniture

	Zone 1	Zone 2	Zone 3
Birdfeeders	Not allowed for safety reasons due to roaming bears.	Not permissible/bears	Not permissible/bears
Hummingbird Feeders	Not permissible/bears	Not permissible/bears	Not permissible/bears
Bird Baths and Fountains	Allowed only within & no higher than patio fence OR requires COE approval.	Permissible with COE	Not permissible

Statuary	Permissible only within & no higher than patio fence OR requires COE approval.	Permissible subject to following parameters: a. Maximum dimensions of 2' in height by 2' in width by 1' in depth b. Material options of unpainted stone, concrete or simulated stone or concrete c. Maximum of three (3) pieces of such statuary permissible d. Non-conforming statuary is permissible with COE approval	Permissible with COE approval
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	Zone 1	Zone 2	Zone 3
Windchimes, Waterfalls, Noise Creating Devices	Not permissible	Not permissible	Not permissible
Front Screen/ Storm/Security Doors	See Storm/Screen and Security Screen and Storm Door Selections, Section III. Subsection 3.6	N/A	N/A
Furniture	Allowed only within patio fence in earth tone, black, or dark green. Other colors require COE approval. Must not restrict access.	Not permissible	Not permissible
Umbrellas	One freestanding, portable umbrella per Unit permissible within patio fence in earth tone or dark green color and without any advertising. Other colors require COE approval. Affixed awnings and canopies not allowed.	Not permissible	Not permissible
Pennants and Flags	Not permissible except for American flags inside patio fence in freestanding holder no higher than 8' or from holder affixed to patio fence post. Grandfathered is flagpole at #31. (See 1 st	Not permissible	Not permissible

	Amendment to Declaration p.2, #2)		
Political Signs	Not permissible (See 1 st Amendment to Dec., p. 2, #2)	Not permissible	Not permissible
Stepping Stones	Permissible	Requires COE approval	Requires COE approval
Solar walkway lighting (Low voltage systems are <u>not</u> allowed)	Permissible	Permissible	Requires COE approval

V. LEASES

(Per Second Amendment To Declaration of Covenants, Conditions And Restrictions Dated 12/15/2008 And Exhibits A-E Attached Hereto)

5.1 Rental Cap. No more than 16 Units (20% of the 82 Units) within Hamburg Crossing may be leased at any one time. The POA Board through the association management services provider, Baldwin Real Estate, Inc. (Baldwin), shall maintain 1) a Registry of Leased Units and 2) a Lease Waiting List when the number of Units leased reaches 16.

5.2 Occupancy.

- a. Units may be leased only in their entirety; no fraction or portion may be leased.
- b. Only one family may occupy a lot as a principal residence at any one time. Units shall not be occupied by two or more persons not related by blood, marriage, lawful adoption, or who are not substantively structured like an integrated family unit. (See 2nd Amendment to Declaration, p. 1, Art. IV.2; also see Exhibit D attached.)

5.3 Authorization To Rent/Lease. Owners (referred to as Lot Owners in the Declaration) and herein referred to as Homeowners desiring to rent their Unit first must submit a Request To Lease Form (see Exhibit B attached) to the Hamburg Crossing Community Manager for approval. After approval, the Owner will have (90) days to present a fully executed copy of the most current North Carolina Real Estate Commission approved lease agreement form (Lease Agreement) in effect at the time the lease form is tendered. This Lease Agreement is available via e-mail or postal mail through the Hamburg Crossing Community Manager. This Lease Agreement along with an Affidavit Of Owner And Lessee (Exhibit A) must be submitted to the Hamburg Crossing Community Manager for approval on behalf of the POA Board. If no other Homeowner is on the Lease Waiting List, there is no 90-day limit. If there is one or more Homeowner so listed, the 90-day limit will be enforced; if an executed Lease is not submitted within the 90-day limit, the Homeowner loses the right to lease. The Homeowner then chooses either to be placed at the bottom of the Lease Waiting List or to withdraw his and/or her Request to Lease. This provision applies equally to an Homeowner approved to lease who is seeking a replacement tenant. (See 2nd Amendment to Declaration, p. 3, #5.)

5.4 Minimum Lease Length: All Leases must be for a term of not less than one (1) year, unless permitted in writing by the Hamburg Crossing Community Manager acting as the authorized agent of the POA Board Of Directors, which permission is at the sole discretion of the Hamburg Crossing Community Manager.

5.5 Required Reading And Information For Lessee. Prior to the signing of the Lease Agreement And the Affidavit Of Owner And Lessee, the Owner, or the Owner's agent, must provide the prospective Lessee a copy of each of the following Hamburg Crossing governing documents to which all Leases and Lessees are subject:

- a. Declaration of Covenants, Conditions, and Restrictions, including all amendments
- b. Bylaws
- c. Community Rules & Regulations

5.6 Required Lease Agreement And Affidavit Forms (Please See Respective Attached Exhibits A And B.

- a. **Governing Hamburg Crossing Lease Agreement.** All Homeowners and Lessees shall execute the most current North Carolina Real Estate Commission approved lease form (Lease Agreement) in effect at the time the lease is executed. Once approved by the Hamburg Crossing Community Manager acting as the authorized agent of the POA Board, this Lease Agreement supersedes any other agreements signed by Homeowner and Lessee.
- b. **Affidavit Of Owner And Lessee (Tenant).** All Lease Agreements must include an executed Hamburg Crossing Affidavit of Homeowner and Lessee (see Exhibit A attached). Particular clauses contained therein are:

(1) **Subletting:** None.

(2) **Rules & Regulations:** Lessee must have read and accepted the terms of the Community Rules & Regulations, including the consequences for violating the R&R. These consequences may include eviction.

(3) **Insurance: At least ten (10) days before occupancy** the Owner and Lessee must provide the Hamburg Crossing Community Manager with the following townhouse proof of insurance declaration
pages for the Unit being leased:

(a) **Owner** - a current Owner's Dwelling Insurance Policy that supports liability coverage of no less than \$100,000.

(b) **Lessee** – a current HO-4 Tenants' Insurance Policy that indicates liability coverage of no less than \$100,000.

(4) **Moving Vans And Large Trucks Or Vans:** Lessee is responsible for advising moving carriers that moving vans and large trucks or vans can only be parked on Hamburg Crossing's two streets: Mountain Meadow Circle and Valley Trace Lane. To avoid damage to driveways, exceptions will **not** be made.

(See

R&R Sections 1.6.a regarding moving van parking and 1.7 which restricts moving van hours to 8:00

a.m.–

9:00 p.m. as a courtesy.

(5) **Lessee Orientation:** Within 45 days after move in, all signatories on the Lease must receive a copy of the Community Rules & Regulations and the offer of an Orientation from the Hamburg Crossing Community Manager acting on behalf of the POA Board.

5.7 Written Approval Of POA Board On Lease. A Lease does not become effective until a fully executed copy of the Lease Agreement with Affidavit of Owner and Lessee is approved **in writing on the Lease Agreement** by the Hamburg Crossing Community Manager as the authorized agent of the POA Board and the on the respective proofs of insurance (#3 in 5.6 above) are received. On behalf of the POA Board, the Hamburg Crossing Community Manager will respond within five (5) days of receipt of the Lease. The two proofs of insurance do not have to be submitted with the Lease Agreement and Affidavit Of Owner And Lessee, but if there are ten or fewer days between the signing of the Lease Agreement and its effective date the proofs should be submitted as soon as possible. (See Exhibit C, Lease Procedures attached for further instructions.)

5.8 Notification Of Move-In Date. The Hamburg Crossing Community Manager must be notified of the move-in date at least three (3) days before move-in takes place.

5.9 Use Of Amenities By Lessee. During the time a Unit is leased, the privileges of using the amenities of the Hamburg Crossing Community are transferred from the Homeowner to the Lessee. This clause supersedes any lease agreements or clauses.

5.10 Responsibility For Unit. The Homeowner **continues to be responsible** for the unit and for any and all damage or violations of the Declarations and Community Rules & Regulations by the Lessee. The Homeowner, not the Lessee, continues as the voting member of the POA for the Unit.

5.11 Changes To A Lease, Including Vacancies And Renewals. Within 14 days of the event, a Homeowner(s) leasing a Unit shall advise the Hamburg Crossing Community Manager in writing of any and all changes in the status of a lease, including vacancy and renewal.

5.12 Penalties For Non-Compliance. The failure of any Homeowner to comply with this Section V. Rentals shall be considered a violation of the 2nd Amendment to the Declaration. For such a violation, the POA Board after providing the Homeowner with notice and opportunity to be heard may impose fines of up to \$100.00 per day. Any such unpaid fine(s) can be recorded as a lien against the property.

5.13 Hardship Exemption To 16 Unit Rental Cap: The POA Board shall have the option to allow the leasing of more than 16 Units at any one time to avoid undue hardship on the part of a Homeowner. Setting forth the pertinent circumstances, a Homeowner shall make written application to the Hamburg Crossing Community Manager acting on behalf of the POA Board. An undue hardship may include, but is not limited to the following:

- a. When an Homeowner must relocate and after having made reasonable efforts to do so cannot sell the lot for at least the current appraised market value.
- b. When a Homeowner dies.
- c. When a Homeowner is required by his or her employer to relocate temporarily, but intends to return to reside

in the Unit.

VI. PROCEDURES

6.1 Lease Procedures. Exhibit C defines procedures required in order to lease a Unit.

6.2 Satellite Dish Installation. Exhibit E includes handout instructions for installers.

6.3 Compliance With Community Rules & Regulations. Voluntary compliance is anticipated. If you believe you have an existing situation that requires special consideration a COE (Exhibit H attached) must be submitted to the Hamburg Crossing Community Manager explaining the special circumstance and the relief sought. Homeowners in violation will be given written notification of specific charges, a time period for compliance and a hearing, as applicable, before a fine is levied. (See First Amendment to the Declaration of Covenants, p. 2, #6.)

VII. ATTACHMENTS

Exhibit A. Affidavit Of Owner And Lessee (Revised 12//2013)

(Exhibit B is a required attachment to any rental lease agreement.)

Exhibit B. Request to Lease Form (Rev. 11/2013)

Exhibit C. Lease Procedures (Rev. 2/2014)

Exhibit D. October 27, 2008, HCPOA Cover Letter to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions regarding occupancy and rentals

Exhibit E. Satellite Dish Installers Instructions (Revised 1/2014)

Exhibit F. Change Of Exterior Request Form (COE) (Revised 10/14/2016))

Exhibit G. Resident Clubhouse Use Checklist (Rev. 05/10/2017)

Exhibit H. Hamburg Crossing Shrub and Tree Replacement Policy (Revised 09/18/2016)

Exhibit I. Omitted. Same as the number 1 is I. in Roman Numerals.

Exhibit J. Hamburg Crossing Approved Shrubs (Revised 09/18/2016)

HAMBURG CROSSING ASSOCIATION MANAGEMENT SERVICES SUPPORT PROVIDER

Baldwin Real Estate, Inc.

Anne Wilcox, Hamburg Crossing Community Manager

2112 Hendersonville Road

Arden, North Carolina 28704-5704

Office Telephone: (828) 684-3400

Office Facsimile: (828) 684-3442

To pose any question or issue related to landscaping, submit a request for maintenance management, tender a COE, report a violation, lodge a complaint or submit lease related documentation, please do so in writing with attachment(s) as appropriate to Anne Wilcox via:

- E-mail to anne@baldwinrealestateinc.com
- Facsimile
- USPS mail
- Hand delivery

Please note that the Baldwin office/emergency telephone number is answered twenty-four (24) hours a day.