

CCHOA RULES AND REGULATIONS

Adopted by Country Creek Board of Directors
Revised August 24, 2025

The following Rules and Regulations have been developed with consideration given to providing each resident with the greatest enjoyment of facilities without infringing on other residents and their right to quiet enjoyment of their homes and community. These Rules and Regulations are issued under the authority of the recorded Restrictive Covenants. In the case of any conflict between the Rules and Regulations and the Restrictive Covenants, the Covenants have precedence. Please be sure to read the Declaration of Restrictive Covenants carefully.

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1. ARCHITECTURAL RULES

1.1. Common Property:

Any changes in common property areas, including road-bands, except for mail and newspaper box location, shall require Board approval, as described in Paragraph 10.01 of the Restrictive Covenants. No changes are permitted that limit and/or impede the intended use of any common property area as described in Paragraph 9.03 of the Restrictive Covenants.

1.2. Fire Hydrants:

No one but representatives of the Weaverville Fire Department has permission to paint fire hydrants.

1.3. Lightning Rods, Skylights and Gutter Guards:

Lightning rods, skylights, gutter guards, and vents required for plumbing, water heating, air conditioning system, fireplaces and attic ventilation when placed on the portion of the house roof that minimizes visibility from Country Creek roads, unless otherwise mandated by building code, do not require Board approval.

1.4. Structure Additions on Deck or Patio Areas:

Structure additions or modifications installed on a deck or patio that do not extend above or replace the existing handrail or an approved handrail that will be installed do not require Board approval. Structures on decks, patios and porches that serve as or have dimensions similar to tables, chairs or portable barbecues do not require Board approval. A single structure installed under an upper deck at the back of the house, which is painted the same color as the house, where all visible parts of the structure are bounded by a rectangle with no edge dimension exceeding 8 feet, and has an area less than or equal to 64 square feet does not require Board approval.

1.5. Structure Additions Not on Deck or Patio Areas:

Structures that are placed on the ground, in accordance with Paragraph 10.08 (Lot Boundaries) of the Restrictive Covenants; that have no visible edge dimension exceeding three (3) feet and no visible area exceeding four (4) square feet do not require Board approval.

Temporary Wheel Chair Ramps that can be installed and removed without changes to the structure of a residence do not require Board approval. The ramp must be removed when there is no longer a need for it.

1.6. Requirement for Board Approval for Changes to Exterior Finishes:

Restrictive Covenant Paragraph 10.05 states that, "Changing exterior finish of an existing structure requires Board approval." The Board interprets "an existing structure" to include, but not be limited to, siding, trim, doors, decks, roofs, and stucco. All re-roofing work must be approved by the Board, even when the new roofing material is believed to be identical to the existing roofing material. Board approval is not required for repainting or re-staining with the existing color on any part of the house exterior. The following paint color(s) are specifically disapproved for siding color: Sherwin-Williams (SW) 7726 Lemon Verbena.

1.7. Surfaces of Structures Attached to House

All wooden structures attached to the house, including porches, decks, stairs, ramps, railings, and trash can enclosures, that are visible from Country Creek roads or houses shall be painted or stained. However, the bottom and inside surfaces of deck flooring and joists do not need to be painted or stained. The use and proposed color of simulated (synthetic) wood requires the same approval of the Board as wooden surfaces. Wood or simulated wood that has excessive mildew, stains, weathering, or other color changes shall be cleaned, painted, or stained.

1.8. Color Selection:

Restrictive Covenant Paragraph 10.05 requires the Board to give guidance to Owners regarding possible colors. The Architectural Committee maintains a group of 42 Sherwin-Williams color chips from the Woodscapes 3000-series color chart in a file in the Clubhouse. If an Owner chooses one of these colors for siding, window frames, trim or decks, it will likely be approved. Additionally, the Architectural Committee recommends colors from the Sherwin-Williams 6000-series color chart as accent colors for front doors.

Owners are not required to use Sherwin-Williams paint. Any manufacturer should be able to match a Sherwin-Williams color. Owners may request colors other than those on the Sherwin-Williams 3000 and 6000 color palettes. The colors must be deemed consistent with the overall architectural style of Country Creek to receive Board approval.

Although a change in front door color or material requires Board approval, the Board believes owners should have wide latitude in front door color selection. Front door colors that are inconsistent with the overall architectural style of Country Creek (e.g., neon, fluorescent, or certain primary colors) may not receive Board approval.

1.9. Requirements for Request for Board Approval:

The written request must include the "Request for Architectural Modification" form that is available in the Clubhouse and from the chair of the Architectural Committee. This form is in Appendix A of these Rules and Regulations. Requests for paint or stain colors must include the brand, number, and name of the paint or stain color. Requests for non-Sherwin-Williams paint or stain colors must also include a color sample. Requests for roof materials must include a sample, brochure with a picture of the roof material, or a reference to an Internet site that illustrates the material. Requests for structural modification must include drawings.

1.10. Submission of Requests for Architectural Changes:

The Owner should deliver the request to the President of the Board. If the Owner delivers the request to the Architectural Committee, the maximum 45-day period specified by Paragraph 10.01 of the Restrictive Covenants begins when the Board receives the request. Owners must not begin work until they receive approval from the Board or until the 45-day period has elapsed without a response from the Board.

1.11. 45-day Rule

The "documented response" required of the Board in Paragraph 10.01 of the Restrictive Covenants is not limited to approval or disapproval. The response may also be a request for more information or a request for a delay of a specified amount of time for a specific reason. The 45-day time period stated in Paragraph 10.01 begins when the Board, not the Architectural Committee, receives the request.

1.12. When Houses Must be Painted

Covenant Section 13. Upkeep, requires that owners, “Ensure that their Lot and all structures on it are kept in a neat and well-maintained condition.”

A house (or a portion of a house) must be painted/stained (or cleaned) when any one or more of the following conditions are present:

- Fading has caused the color to change on siding, trim, garage door, or stucco foundation so that several shades of color are present or siding material, wood, or stucco is visible through the paint/stain;
- The side(s) of the house with greater exposure to the sun show(s) more damage than the more protected side(s);
- The paint/stain is peeling;
- Bare siding material, wood, or stucco is exposed; or
- The paint/stain surface has visible dirt, mold or mildew.

1.13. When Driveways Must be Repaired or Replaced

Covenant Section 13. Upkeep, requires that owners, “Ensure that their Lot and all structures on it are kept in a neat and well-maintained condition. “

A driveway (or a portion of a driveway) must be sealed, repaired, or replaced when one or more of the following conditions are present:

- Vegetation is growing through the surface. Removal of the vegetation may be a sufficient repair for this condition;
- Exposure of the larger aggregate over a total area of more than eight square feet that occurs from surface weathering or raveling of the edges;
- Non-filled cracks greater than one inch in width;
- Depressions deeper than 1.5 inches measured down from a straight edge four feet in length;
- Failed patching material;
- Missing chunks of pavement (potholes); or
- Alligatoring that covers more than eight square feet of the driveway. “Alligatoring” refers to a network of cracks that resemble the cracks in sunbaked dirt or the skin of an alligator.

1.14. When Yard Maintenance is Required

Covenant Section 13. Upkeep, requires that owners “Ensure that their Lot and all structures on it are kept in a neat and well-maintained condition. Each owner shall be responsible for all plantings and existing trees, bushes, and weeds on their Lot.”

Yard maintenance must be performed when any one or more of the following conditions are present:

- Lawn grass is more than nine inches high (does not apply to decorative clumps);
- Presence of poison ivy and other noxious weeds;
- The presence of a plant (weed) in several areas of the yard that is not in harmony with the resident’s chosen landscaping theme;
- A variety of plants in a groundcover (e.g., ivy or juniper), which indicates lack of intent by an owner to maintain the groundcover; or
- Lack of attention and care by the owner.

1.15. Solar Energy Collection Systems

Restrictive Covenant Paragraph 10.12 allows for the installation of visible solar energy collectors and panels (hereafter referred to as “panels”) with Board approval. The following guidance on solar panel installation will maintain the aesthetics and architectural harmony of the community, while allowing owners to benefit from advances in energy collection technology.

Panels will be mounted on the roof. No ground installations are permitted.

Panels will be placed on the side of the roof that is least visible from streets and nearby houses, unless that location would reduce the estimated annual energy production by more than 10% over alternative roof locations.

Panels will cover no more than 90% of the area of the sections of the roof on which the panels are placed. Panels will not overhang any edge of the roof. No portion of any panel will extend higher than the ridge of the roof section to which it is attached.

The top edge of each panel will be parallel to the roof ridge for the roof section to which the panel is attached.

Panels visible from the road or other lots will be arranged in arrays with square or rectangular patterns.

The color of panel frames, mounting brackets, and visible piping and wiring will be in harmony with the color of the roof.

Inverters or other electrical boxes mounted on exterior walls of the house will be located near existing electrical meters or in a location screened from view from the street or neighboring houses.

All panels will be maintained in good repair. If not, the Board may require the panels be repaired or removed.

Solar shingles will maintain the same size, shape, and pitch of the existing roof on which they are installed.

Checklist for Solar Energy Collection Systems:

A checklist provided by the Country Creek HOA Architecture Committee is available [here](https://drive.google.com/open?id=1QNFPLXw7ICo1_SCCXrY3RasuCTL042Xz) (https://drive.google.com/open?id=1QNFPLXw7ICo1_SCCXrY3RasuCTL042Xz) to assist residents with preparing the necessary documentation in order for the Architecture Committee to evaluate any request for the installation of a Solar Energy Collection System.

A completed version of this checklist should be provided to the Architecture Committee along with the completed RAM, and any other requested documentation.

2. GENERAL RULES

2.1. Signs on Common Property:

No signs are permitted on Common Property without prior approval of the Board. A Lot Owner (or their agent) wishing to place a temporary sign on Common Property must first make a written request to the

Board for approval in accordance with Paragraph 10.01 in the Restrictive Covenants. A written request shall be approved by default if the Board does not respond within 15 days after receiving the request.

2.2. Waste Disposal on Common Property:

No Lot Owner or Resident will dispose of waste materials (such as dead trees and shrubs, tree limbs, pruning, yard waste, etc.) on Common Property. During the 24-hour period before scheduled garbage pickup, items approved for pickup by the garbage collection company may be placed on the road bann in Board discussion regarding the issue.

Residents may attend Board meetings to observe. Residents will need to leave Board meetings during times when it is necessary for the Board to enter into executive session.

3. VEHICLE CONTROL RULES

3.1. Paved Roads:

Vehicles are not permitted to park on paved roads when off-road parking is available. The Developer or any Lot Owner responsible for a vehicle or part thereof being parked on a paved road is also responsible for ensuring that such parking does not create hazardous conditions for other vehicles and people using the road. In addition, such parking shall not prevent any resident's vehicle or emergency vehicle from entering or leaving Country Creek or the resident's driveway at any time.

3.2. Pool Parking Area:

The pool parking area is primarily for pool and clubhouse users. Parking between the hours of 9:00 a.m. and 10:00 p.m. by residents, guests, contractors, workers, etc. that adversely impacts the ability of residents to park when using the pool or clubhouse is subject to Board approval.

3.3. Driveways

Driveways are to provide access from a Country Creek road to the homeowner's garage door. Driveway, turnaround areas, and parking areas for all houses (except 32 Hillcreek Drive, which does not face the street) shall not extend beyond the plane of the garage door or the front of the house.

Replacing a driveway with plain concrete or asphalt does not require a Request for Architectural Modification or Board approval. Replacement driveways that require Board approval include, but are not limit to a change in the surface dimensions of a driveway, turnaround area or parking area, stamped or colored poured concrete, or installation of pavers.

3.3. Use of Road Bands for Parking:

Parking on graveled road bands adjoining another resident's lot for short periods of time (less than 24 hours) does not require agreement by the resident. Long-term (greater than 24 hours) or repeated short-term use of graveled road bands adjoining another resident's lot should be discussed with the resident in advance. If an agreement on the use of the road band for parking cannot be reached, the residents can request adjudication by the board.

3.4. Speed limit:

All resident, guest, and vendor vehicles will obey the speed limit of 15 mph on all Country Creek roads.

3.5. Stop Signs:

All resident, guest, and vendor vehicles will observe the stop signs at the road intersections in Country Creek.

4. POOL RULES

4.1. Pool Season:

Open Memorial Day weekend through Labor Day. Opening and closing dates may change as weather conditions allow.

4.2. Guest Passes:

Only residents of Country Creek and their guests may use the pool and pool area. "Residents" include those residing in Country Creek and owners of vacant property. "Guests" include personal friends, members of your extended family and personal caretakers. Each home is issued a 4" x 6" laminated Guest Pass to be used by any reasonable number of guests at one time. This pass may be loaned to guests to display at the pool and pool area so it will be known they are authorized to use the pool with or without the resident being present. Minor children must be accompanied by an adult. The resident is ultimately responsible for their guests; use discretion when sharing passes.

4.3. Pool Hours:

9AM to sunset.

4.4. Lack of Life Guard:

There is no Life Guard – swim at your own risk. For your safety, swimming with another adult present is suggested.

4.5. Diving Prohibited:

The pool is shallow – do not dive.

4.6. Proper Attire:

Only clothing designed for swimming is allowed in the pool.

4.7. Allowed Lotion:

To avoid staining pool liner edges, only oil-free, waterproof lotion should be worn in the pool.

4.8. Use of Shower:

Shower before entering the pool.

4.9. Swimming Lane:

The swimming lane is reserved for lap swimming only.

4.10. Behavior:

Running, horseplay or excessive noise is not permitted.

4.11. Pool Toys:

Use pool toys with care. Small floating toys clog the screens and skimmers. Small sinking objects such as coins left in the pool get vacuumed up and clog the filter system. Any ball or other toy thrown about in the pool area must be lightweight and carefully used to prevent injury to anyone. Please don't leave toys or pool noodles in the pool or pool area.

4.12. Heavy Objects:

Heavy objects, including scuba tanks or diving weights, are not permitted in the pool.

4.13. Food and Drink:

Eating or drinking is not permitted while in the pool.

4.14. Animals:

No animals other than service animals are permitted in the pool area.

4.15. Glass Containers:

No glass containers of any type are permitted in the pool area.

4.16. Smoking:

No smoking is permitted on pool and clubhouse property, including areas outside the fence.

4.17. Courtesy and Security:

Leave the pool area the way you would like to find it. There is no paid daily maintenance so any litter or personal items you leave have to be cleaned up by your neighbors. Please remove all your belongings and garbage, straighten your chairs and lower your umbrella. If you move furniture, please return it to its original position. If you are the last to leave the pool area at any time of day, please use your key to securely lock the clubhouse and gate.

5. CLUBHOUSE RULES

5.1. Use by Residents:

The Clubhouse property is for the exclusive use of Country Creek residents, and their guests. It serves as a meeting area, primarily for social functions attended by a cross section of residents. A secondary use is by residents for their private social functions. No public gatherings of any sort are allowed nor are any business or commercial activities permitted on the Clubhouse property. The Clubhouse is available by reservation only, for private social functions without interfering with community gatherings. A printed guide for rental of the clubhouse is available from the Pool and Clubhouse Committee. This form is in Appendix B of these Rules and Regulations.

5.2. Season:

The clubhouse is available for private social events only from October 1 through May 15.

5.3. Smoking:

The Clubhouse is a smoke-free environment.

5.4. Pets:

No pets are allowed inside the clubhouse.

5.5. Supervision by Resident:

The resident who rents the Clubhouse must be present at any gathering scheduled during the reserved time.

5.6. Requirement for Adult:

An adult (21 and over) resident must be present AT ALL TIMES for any function that involves minors (less than 21).

5.7. Responsibility of Resident:

The resident assumes responsibility for all guests and their activities when hosting a gathering at the Clubhouse.

6. INTERPRETATIONS OF RESTRICTIVE COVENANTS & BY-LAWS

6.1. Flagpoles:

Angled flagpoles, less than six feet in length, attached to the exterior wall of a residence do not need Board Approval.

6.2. Prohibition of Yard, Garage, and Estate Sales:

Paragraph 9.02 of the Restrictive Covenants says that, "No Family Dwelling Unit shall be used in any way, to include causing public access to the Family Dwelling Unit or into Country Creek, which is or could become a nuisance or hazard to other CCHOA members or their guests."

The Board interprets this restriction to prohibit yard, garage, and estate sales that are open to the public. With our narrow roads and limited parking, publicly advertised yard sales and similar exchanges are potentially a hazard and nuisance to residents. Announcements that are limited to Country Creek residents are not public announcements. A public announcement that does not control who comes to the sale violates Section 9.02.

However, if the resident arranges with an individual to come to the house at a specific time for inspection or sale of a specific object(s), the board considers the individual to be a guest. Items may be sold by appointment, one potential customer at a time.

6.3. Control of Pets on Leashes:

Dogs and other potentially disruptive animals must be kept within the boundaries of the resident's property or on a controlled leash when off the resident's property. Animals are not to be on another resident's property without explicit permission. Residents and guests must pick up after their animals.

6.4. CCHOA Ballots:

Ballots and voting instructions will be prepared in accordance with Roberts Rules of Order.

6.5. Proxy:

By-laws paragraph 7.02 Proxy states, "The Proxy assignment form shall be in writing and should be filed with the CCHOA Secretary at least five days before the scheduled voting day."

The Board interprets the ". . . should be filed . . . at least five days before . . ." as a desired, versus a mandatory, condition. The Board will consider properly executed, written proxies to be valid if the proxies are delivered any time prior to the Annual or Special meeting being called to order.

6.6. Non-Owners Serving on CCHOA Committees:

The Board believes it is in the best interest of CCHOA to allow those who are not Lot Owners and therefore not CCHOA members (e.g., renters, partners, parents, adult children) to participate in the administration of Country Creek by assisting committees. With the following restrictions, committee chairpersons may allow non-owners to contribute to their committee as "committee associates." Non-owners may not be committee Chair, Co-Chair or Back-up Chair. Non-owners may not be used to satisfy CCHOA membership requirements on committees. For example, the By-laws require the Maintenance Committee to consist of not less than three CCHOA members. Non-owners may not serve on the Architectural or Finance Committees. Non-owners may not vote on CCHOA matters.

6.7. Assessment Payments:

Country Creek Homeowners Association (CCHOA) will not accept cash assessment payments. Without the issue of a receipt, there is no record an owner or resident has made a cash payment to the Association. Unlike checks or money orders, cash cannot be replaced if lost, stolen, or misplaced. Acceptable forms of payment include personal check, bank-issued check, or money order. All payments will be made payable to Country Creek Homeowners Association or CCHOA.

6.8. Regular Payments to Utilities:

CCHOA By-laws paragraph 3.05, Treasurer, states all outgoing transactions shall be documented by an expense report signed by two individuals except regular payments to utilities made by bank draft may be approved by the Treasurer alone.

The Board interprets paragraph 3.05 to mean a stand-alone expense report is not required for regular payments to utilities made by Electronic Funds Transfer (EFT). The Treasurer annotating the utility invoice or bill with the EFT date, the amount paid, and the Treasurer's signature is sufficient to serve as an expense report.

7. ROAD BANDS

All Country Creek roadways (nominally 40 feet wide) are common property. The paved portions of all roadways are nominally 20 feet wide and the outer, unpaved portions of all roadways (road bands) are 10 feet wide. Reference: Restrictive Covenants paragraphs 3.03 and 3.10.

7.1. Types of Road Bands:

The road bands are used for three purposes: 1) gravel surfaces used for parking and erosion control; 2) rock-lined ditches used for erosion control and directing storm water runoff; and 3) owner-landscaped areas. Although road bands are common property, road bands are not necessarily available for common use by CCHOA residents; therefore, residents bear some responsibility for maintenance and upkeep of road bands adjoining their property.

7.2. Responsibility for Landscaped Road Bands:

Maintenance of owner-landscaped road bands is the sole responsibility of the lot owner. These road bands may contain utility easements; therefore, lot owners must realize that the landscaping may be at risk of disturbance by the utility. CCHOA is not responsible for any costs associated with maintenance of owner-landscaped road bands.

7.3. Responsibility for Gravel Road Bands and Rock-Lined Ditches:

Maintenance of gravel road bands and rock-lined ditches is a shared responsibility. The Maintenance Committee is responsible for controlling weeds growing in the gravel road bands and rock-lined ditches. Lot owners will keep gravel road bands and rock-lined ditches adjoining their property weed free if they do not want the Maintenance Committee to perform this service.

Other than weed removal, lot owners are responsible for the general upkeep of road bands and rock-lined ditches adjoining their property to include removing debris such as leaves, pine needles, lawn/bush clippings, and tree branches. Lot owners or residents shall not move leaves, lawn clippings, and other yard waste from their property to the road bands.

Lot owners are responsible for trimming or removing branches of trees and shrubs planted on their property that encroach on the road bands when requested by the Maintenance Committee or the Board to make the road bands accessible for parking vehicles or to improve lines of sight along the roads for drivers. CCHOA may allow decorative vegetation, trees, or bushes to grow in gravel road bands if the vegetation does not impair the ability of the road bands to absorb rainwater, encroach on parking, or limit sight lines.

7.4. Request for Action by Board Concerning Road Bands:

If an owner desires to modify a road band adjacent to the owner's lot, the Owner will submit a written request to the Board describing the desired change. The Board will refer the request to the Road Committee for a recommendation to the Board. Modifications that directly benefit Country Creek will be funded by CCHOA. Modifications primarily for the convenience of the Owner must be funded by the Owner. In either case, Board approval of the project is required.

Lot owners may not put their choice of rock, or other materials, on the road bands. The CCHOA Board will select the size and type of rock used to ensure uniformity within the neighborhood.

Repairs of damage to the road bands by large trucks, employed or engaged by the Owner, must be paid for by the Owner or tenant, but are still subject to approval by the Board.

7.5. Responsibility for Barriers between Road Bands and Landscaping:

Lot owners are responsible for any barrier, such as landscape timbers or rock borders, that separate the road bands from the landscaping on the lots. CCHOA will not provide, repair, or replace these barriers.

7.6. Disclaimer:

Any project completed by CCHOA volunteers has no guarantee of satisfaction. An owner may prefer to hire professional experts to solve a problem.

8. DRAINAGE CONTROL

8.1. Responsibility for Water Flow and Resulting Erosion Damage:

The CCHOA is responsible for controlling water on the road and the road bands; individual lot owners are responsible for correcting erosion problems on the owner's property, even if the water flow is from the common road and/or road bands. After the water leaves the road and/or road band, the water is the lot owner's responsibility to manage, and any resulting erosion is the lot owner's responsibility to correct.

When the outlets of pipes coming from catch basins along the roads are on the individual lots, the owners of those lots are responsible for controlling the water flow from those outlets to reduce erosion on their property. CCHOA is responsible for the removal of blockages in the drain pipes that cause the water not to exit properly from the catch basins.

8.2. Prohibition against Forcing Water onto a Neighboring Lot:

Lot owners will secure Board approval prior to erecting any barriers or digging ditches on common property that redirect water flow. Barriers, ditches, or other devices that redirect water flow from one owner's property onto another owner's property will be approved by the affected lot owners.

9. VIOLATION ENFORCEMENT PROCEDURES and FINE SCHEDULE

References:

- North Carolina Planned Community Act
 - o § 47F-3-102. (12). Powers of owners' association
 - o § 47F-3-107.1. Procedures for fines and suspension of planned community privileges or services
- CCHOA Restrictive Covenants:
 - o 4.02. CCHOA Authority
 - o 5. Assessments
 - o 13. Upkeep
 - o 14. Nuisances
 - o 20. Responsibility for Others
 - o 25.03. Rejected Request Appeal
 - o 26. Enforcement Procedure
- CCHOA By-Laws:
 - o 5.10. Subjective Restrictions, Rules or Regulations Enforcement
 - o 9.01. Notice

9.1. Initial Notification of Violation:

Any member of the Country Creek Homeowners Association (CCHOA) or resident of Country Creek may notify the Board of an apparent violation of a rule in the Restrictive Covenants, By-Laws, or Rules & Regulations (the governing documents). The Board may request the individual provide this information in writing. In addition, a member of the Board may identify an apparent violation.

After the Board agrees a violation of the governing documents has occurred, the Board should contact the non-conforming owner (face-to-face, telephone, email, or mail) and request they correct the problem. The Board and the owner should agree on an acceptable action and timeline to correct the problem. In most cases, the owner will correct the violation as agreed and no further action will be required by the Board.

Note: This step may involve several conversations and negotiation with the owner over a period of time. If necessary, the agreed completion date may be renegotiated if the action cannot be completed as agreed due to circumstances beyond the owner's control.

Note: In accordance with Restrictive Covenants paragraph 20., Responsibility for Others, owners are obligated to assume the responsibility that any and all dependents, guests, visitors, renter, lessee, contractors, and subcontractors observe and maintain all CCHOA rules. If the violator is a renter, in some cases (e.g., an improperly parked car) the Board may initially attempt to resolve the issue with the renter. If not successful, all future Board contact will be with the owner.

9.2. First Notice:

If the owner will not communicate with the Board or the Board and the owner cannot agree that a violation has occurred, cannot agree on an acceptable action or timeline to correct the violation, or the owner fails to take the action or meet the timeline previously agreed to, the Board will give the owner written First Notice (hand delivery, email, or mail) that:

- Describes the violation.
- States the rule or provision of the governing documents that the owner is violating.
- States the action required to correct the violation.
- States the timeframe in which the action must be completed.
- States that the Board may, in accordance with the provisions of the North Carolina Planned Community Act and CCHOA governing documents, assess fines against the owner if a violation is not corrected in the timeframe specified. The letter will state fine that could be imposed.
- Gives the owner the opportunity to be heard and to present evidence to the Board if they do not believe a violation has occurred. Informs the owner of their ability to appeal the decision to the Board or the CCHOA voting membership in accordance with Restrictive Covenants paragraph 25.03., Rejected Request Appeal.

9.3. Second Notice:

If the violation is not corrected within the timeframe provided in the First Notice, and the Board determines that it is in the best interest of CCHOA to address the violation with the owner through the assessment of fines, a fine as set forth in the attached Fine Schedule will be imposed. For continuing violations, monthly fines will continue to be assessed so long as the violation is not corrected.

The Board will send a second written notice of the violation to the owner by certified mail informing the owner the fine has been imposed, the effective date of the fine, and giving the owner the opportunity to be heard by the Board as to why the fine should not be imposed.

All fines shall be payable to the Association within ten (10) days after imposition of the fine. In accordance with the Restrictive Covenants, the fine shall be an assessment against the property as if a lien had been created.

9.4. Third Notice:

In accordance with North Carolina law and the governing documents, CCHOA may place a lien on a lot for unpaid fines levied against the lot. If the fine(s) have not been paid, the Board will send the owner a third written notice by certified mail explaining the consequences that will follow in the event the owner continues to not correct the violation and/or not pay the fine(s). The letter will include the date by which the owner must correct the violation and/or pay the fine(s) in order to prevent CCHOA from imposing a lien. The letter will also give the owner the opportunity to be heard by the Board as to why the lien should not be imposed.

In accordance with the Restrictive Covenants, the cost of collecting fines, including court costs and attorney's fees, will be assessed against the owner in the same manner as assessments.

9.5. Hearing Procedures:

If an owner desires to contest the issuance of a notice of violation (First Notice), the imposition of a fine (Second Notice), or imposition of a lien (Third Notice) the owner shall provide written notice (hand delivered, email, or mail) to be addressed to and received by the Board within ten (10) days of the mailing by the Association. Such written notice should request the Board reconsider whether a violation has occurred or a fine or lien should be imposed. The owner shall provide information supporting the reconsideration for the Board's review and/or request an opportunity to be heard by the Board.

If the owner fails to provide written notice requesting a hearing within the ten (10) days of any notice set forth above, the owner forfeits the right to be heard.

All notices from the owner to the Board shall be in writing, contain the name and address of the owner, the street address of the residential unit within the Association, and shall be addressed as follows:

Country Creek Homeowners Association
40 Hillcreek Dr
Asheville, NC 28804
or
countrycreekinfo@gmail.com

Upon receipt of the owner's written notice, the Board shall schedule a date for the opportunity to be heard within a reasonable period of time thereafter (within 30 days if possible). The Board shall provide written notification (hand delivered, email, or mail) to the owner advising of the date and time to be heard.

All notices to an owner from the Board concerning hearings shall be emailed, hand delivered, or sent via regular mail, postage prepaid, to the address of the lot within the Association owned by the owner unless an owner has provided the Association with an alternate mailing address.

If after a hearing the Board rejects the owner's request based on the owner's non-compliance with a specific (objective) item in the governing documents, the Board's decision cannot be appealed. If the Board's decision is based on a subjective judgement, the owner may appeal the decision to the Board or the CCHOA voting membership in accordance with Restrictive Covenants paragraph 25.03., Rejected Request Appeal.

9.6. Board Discretion:

The Board may decide to waive a fine for a violation for good cause.

Any waiver in one circumstance does not preclude the Board from enforcing the governing documents or imposing a fine in the future.

Because the enforcement of the governing documents is the responsibility of the Board and in the best interests of the community, Board members can bring a potential violation of the governing documents to the attention of the Board, vote on whether an actual violation has occurred, and decide whether a penalty should be imposed without a conflict of interest.

9.7. Country Creek Homeowners Association Fine Schedule

Description of Violation	References	Initial Fine	Continuing Fine
Lot and structures not kept in a neat and well-maintained condition (including, but not limited to painting, driveways, and yards)	RC 13. Upkeep R&R 1.12, 1.13, 1.14	\$100	\$100/month

RC = Amended and Restated Declaration of Restrictive Covenants of Country Creek Homeowners Association, Inc.

R&R = Country Creek Homeowners Association Rules & Regulations

10. CHANGES TO RULES AND REGULATIONS

The CCHOA Board has the authority to modify or add to these Rules and Regulations by a majority vote of the Board. Such a change will be recorded in the Board minutes. The Board will consider and vote on any written owner request for the Board to add, amend, or rescind a Rule and Regulation. If the person making the request is not satisfied with the Board's decision, that person may submit to the Board a petition signed by at least one-third of the voting membership, which indicates the outcome desired by the owners who signed the petition. The Board, after receiving such a petition in the CCHOA mailbox or by personal delivery to a Board member, must distribute the proposed change to the Rules & Regulations by postal mail within 30 days to the voting membership for a vote. The date of receipt of the petition delivered to the mailbox will be the date that a Board member sees it in the mailbox. The proposed change will be accomplished by a majority vote of those eligible to vote.