

BEAVERDAM RUN CONDOMINIUM ASSOCIATION
One Stony Ridge – Asheville, NC 28804

RULES AND REGULATIONS

Effective July 1, 2008

(Revised as of April 1, 2023)

INTRODUCTION

The Beaverdam Run Condominium Association (BRCA), acting through its Board, has adopted the following Rules and Regulations as permitted by the *North Carolina Condominium Act* and the *Declaration of Beaverdam Run Condominium (Declaration)* and its *Bylaws*.¹

The intent of these *Rules and Regulations* is to protect the value and the beauty of our homes, landscaping, and total environment and to promote a harmonious way of living as a community.

The only exceptions permitted to the *Rules and Regulations* are those specifically granted in writing to an individual Resident by the Board. Any Resident questioning the interpretation of a rule or regulation may contact the Board.

The Board delegates authority to Committees to act as its agents in managing various aspects of the Condominium's affairs. With Board approval a Committee will formulate its mission and, as necessary, establish policies and guidelines pertaining to its sphere of responsibility. Committees are empowered to administer Board-approved Rules and Regulations, policies, and guidelines. A list of Committees and their personnel is included in the *Beaverdam Run Official Association Handbook*, posted at the Gazebo and available on the Condominium's website (www.beaverdamrun.org).

The Board, in accordance with the *Declaration*, has the authority, at its sole discretion, to enforce, make, alter, amend, revoke, or add to these Rules and Regulations. Such changes become effective when a revised *Rules and Regulations* document (or an individual page that has been changed) is distributed to the Owners.² The latest versions of the *Declaration*, *Bylaws* and *Rules and Regulations* are included in the *Beaverdam Run Official Association Handbook*, are available from the Association's Secretary or can be found on the Condominium's website.

If there are any discrepancies between the *Rules and Regulations* and the *Declaration* and *Bylaws*, the *Declaration* and *Bylaws* will prevail in that order.

Revisions will include an effective date at the bottom of the appropriate page(s).

¹ *Declaration of Beaverdam Run Condominium (Declaration)*, Section 16.1

² *Declaration*, Section 7.12 and Section 16.1

DEFINITIONS

Association means the Beaverdam Run Condominium Association and its successors.³ The Association is the organization formed by the *Declaration* to manage the Condominium's affairs. Association members, namely the Condominium's Unit Owners, elect the Association's Board of Directors.

Board or Board of Directors means the group of Owners elected to govern the Condominium.⁴ The Board has rule making and enforcement authority but is bound to act within the limits of the *North Carolina Condominium Act*, the *Declaration* and the *Bylaws*. The Board elects the officers of the Association.

Bylaws mean the most recent version of the Association's *Bylaws* document, which is an exhibit attached to the *Declaration*.⁵ Bylaws provide policies and procedures to be followed in administering the Condominium's self-government.

Common Elements are all portions of the Condominium other than the Units, including commonly used buildings, such as the Clubhouse and the Log Cabin.⁶

Condominium is a legally recognized way for an individual to own a Unit of real property and to share in joint ownership of the surrounding commonly owned real estate. Condominium references within *Rules and Regulations* mean Beaverdam Run Condominium.

Condominium Property refers to all of the Beaverdam Run real estate, including both Units and commonly owned areas that are designated either Common Elements or Limited Common Elements.⁷

Declaration means the *Declaration of Beaverdam Run Condominium*.⁸ This is the document of record filed in accordance with the *North Carolina Condominium Act* for the purpose of creating Beaverdam Run. It is the master deed to the Beaverdam Run Condominium Property. The *Declaration*, the *Bylaws* and these *Rules and Regulations* are the governing documents of the Condominium.

Limited Common Elements are those portions of the Common Elements allocated for the exclusive use of one or more, but fewer than all, of the Units.⁹ For example, a Unit's deck is a Limited Common Element.

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³ *Declaration*, Section 3.3

⁴ *Declaration*, Section 3.4

⁵ *Declaration*, Section 3.5

⁶ *Declaration*, Section 3.6 and Article 5

⁷ *Declaration*, Section 3.9

⁸ *Declaration*, Section 3.11

⁹ *Declaration*, Section 3.13 and Article 6

DEFINITIONS

North Carolina Condominium Act is Chapter 47C of the North Carolina General Statutes.

Owner is that person(s) or entity holding legal title to a Unit within the Condominium but shall not mean a mortgage holder.¹⁰ An Owner is also a voting member of the Association. If a Unit has more than one owner, only one vote can be cast in the affairs of the Association.¹¹

Resident means any person residing in a Unit. Any employee, caretaker or caregiver of a Resident who is provided living quarters in the Resident's Unit is considered to be residing in that Unit for purposes of these Rules and Regulations.

Unit boundaries are defined by the Declaration. Those boundaries, fully described in the Declaration Article 4, are the finished flooring; wallboard; windows, doors, and skylights; and ceiling. All cabinets, electrical and plumbing fixtures, built-in appliances, interior partitions, and other improvements to the spaces within the Unit, are part of the Unit.

¹⁰ *Declaration*, Section 3.19

¹¹ *Declaration*, Section 4.3 and *Bylaws*, Article III, Section 7

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1. ABSENCE OF OWNER

- 1.1 Owners and Residents are required to give the Association's Secretary a set of keys to their Units for use in case of an emergency.¹² If a Unit has an operable alarm system, the Owner or Resident must provide the Secretary with written instructions for disarming the system to permit emergency entry. Providing another set of keys and security codes to a neighbor is highly recommended.

In the event of an emergency where the Unit's keys or security codes have not been supplied to the Association, the Owner is responsible for any costs associated with gaining entry to the Unit.¹³

- 1.2 An absentee Owner must provide the Association Secretary with mail and e-mail addresses so that general information and all official communication from the Board required by the *Declaration* and *Bylaws* can be forwarded.
- 1.3 If a Unit will be vacant for 30 days or more, the Resident must notify the Association Secretary in advance of the dates the Unit is expected to be unoccupied. Mail and e-mail addresses and telephone numbers are to be left with the Secretary so that the Resident can be reached in case of an emergency.
- 1.4 If an Owner retains a person or entity to manage or maintain the Unit during the Owner's absence, the Owner must require the person or entity to comply with these *Rules and Regulations*.

¹² *Declaration*, Section 10.5

¹³ *Declaration*, Section 10.5

2. ALTERATIONS

There are three types of defined Alterations, **all of which are subject to documentation by Certificate of Insurance of \$1 million Commercial Liability coverage for every contractor and subcontractor prior to start of any work.** The Insurance Committee maintains records of these certificates.

Exterior Alteration means any change, renovation, improvement, modification, or repair to a Unit's exterior or to the Limited Common Elements associated with a Unit, such as its deck or patio. Any Interior Alteration that results in a change to a Unit's exterior will also require Board approval. Examples of such alterations are new furnaces with vents that penetrate an exterior wall and kitchen renovations with roof or wall vents.

Interior Alteration means changes, improvements, or repairs to a Unit's interior, such as painting, wallpapering or installing track lighting. An Interior Alteration is the only type of alteration that a Resident may undertake without Board approval, except that if an Interior Alteration also includes a change to the Unit's exterior or alterations to the structural components of a unit, then such an alteration would require Board approval. (See Exterior Alteration above and Structural Interior Alteration below.)

Structural Interior Alteration means any change to a Unit that changes the square footage of the Unit or involves load-bearing walls, roof trusses or floor joists and might reasonably be expected to adversely impact the structural integrity of the Unit or an adjacent Unit; for example: digging out a crawl space; removing or moving load-bearing walls; removing a ceiling; adding an interior staircase; adding or removing a residential elevator (see Rule 2.9.)

- 2.1 Any temporary or permanent Exterior or Structural Interior Alteration is prohibited without prior written permission from the Board.¹⁴
- 2.2 For all Alteration types, an Owner must submit a signed Alteration Request to the Board c/o the Architectural Standards Committee accompanied by a Certificate of Insurance (COI) for all individuals, contractors and subcontractors showing \$1 million Commercial Liability coverage. Alteration Request forms are available at the Gazebo or can be found on the Condominium's website.
 - a. No alteration may be started until the Owner receives confirmation that the insurance requirement has been met.
 - b. No Exterior or Structural Interior Alteration may be started until the Board approves the Alteration Request.

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¹⁴ Declaration, Article 15

2. ALTERATIONS

- 2.3 The Owner must meet certain conditions and general requirements specified in the Alteration Request to obtain Board approval. The conditions include the Owner bearing the cost of the alteration and assuming all responsibilities for future maintenance, repair and replacement of the alteration.¹⁵ Subsequent Owners are required to accept responsibility for maintenance and for repair of such alterations.
- 2.4 In undertaking any type of Alteration, an Owner assumes sole responsibility for any personal injury or liability as well as damage to the Unit, to any other Unit, or to the Common Elements or Limited Common Elements that the Board determines is caused by the alteration work. The responsibility extends to any Owner who undertakes an unauthorized Exterior or Major Interior Alteration.
- 2.5 In the case of an unauthorized Exterior or Major Interior Alteration, the Board may require the Owner to restore the changed property to its prior condition and to do so at the Owner's sole expense.
- 2.6 A Unit Owner may request approval to install up to two skylights on each side (front and back) of the Unit's roof, provided that this installation does not exceed the maximum of four skylights per Unit. The Owner is responsible for the repair and for the replacement of all skylights and any damage, present or future that may be attributed to them.
- Skylights are available in two basic forms: the traditional rectangular skylight and a tubular (round) skylight, often referred to as a sun tunnel, sun tube or tube skylight.
- Requests for tubular skylights conforming to Board-approved specifications follow a streamlined approval process (see following rule). Requests not meeting the Board-approved specifications will be considered on a case-by-case basis.

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¹⁵ Declaration, Article 15

2. ALTERATIONS

2.7 The Board has streamlined the approval process for certain Common Alterations (Sections 9.1 and 9.2) establishing specifications. When an Alteration Request is submitted for these specific Alterations, any one Board member can approve it. Specifications are available from the *Building Maintenance Policy and Guidelines* document in the *Beaverdam Run Official Association Handbook*, which can be found on the Condominium's website or CondoControl for the following types of Alterations:

- tubular (round) skylight (see preceding rule for description)
- exterior lighting
- front door knocker
- front entry railing
- combination storm and screen front door
- windows, doors, and screens
- deck awning
- deck gate
- deck expansions
- deck safety screening
- garage door
- gas furnace and water heater venting
- bathroom exhaust venting

The installation of these alterations must be consistent with the Board's specifications.

2.8 The Association has no obligation to maintain or to repair any type of Alteration, whether authorized or unauthorized, that an Owner makes to a Unit or to its Limited Common Elements. However, the Association will stain a deck and/or stair expansion only after the initial staining, which is the Owner's responsibility. The Owner is required to notify a subsequent Owner of the Association's disclaimer in this regard.

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2. ALTERATIONS

2.9 Elevator Installation Requirements (Major Interior Installation)

Elevator noise must be contained within the confines of the Unit the elevator serves and not impact the neighbor(s). Plan submission must show evidence of how noise transference is being dealt with.

Owner takes full responsibility for all current and future expenses related to the installation, maintenance, and unforeseen effects the elevator may have on the structure. The addition of the elevator cannot impose future unforeseen costs on your neighbors.

The Alteration Request submission (and the work based on that submission) shall demonstrate compliance with all applicable building codes and any other codes that may impact on the installation of the proposed elevator. Proof of insurance coverage from each Contractor must be provided with the Alteration Request. An engineering report as to the effects of the alterations on the existing structure of the Unit(s) must be included with the Alteration Request. This may take the form of structural engineering drawings that describe the changes to the Unit and any new integral structural members that are required for the installation of the proposed elevator.

The Owner (1) must add the elevator to the Owner's insurance policy, and (2) must disclose to any future potential owner the requirement that they do so as well, each time the Unit is sold.

When selling the Unit after the elevator is installed, the then-current Owner is responsible for making it abundantly clear to the next owner, and that owner to the following owner, and so on, that the Association is not responsible for any ongoing costs related to the elevator or its effect on any of the structures.

3. AMENITIES

Amenities include but are not limited to the **Clubhouse** [Clubroom, indoor Swimming Pool, Lockers, Fitness Room, Saunas, Bathrooms, Showers, Storage, and Patios]. **Log Cabin** [Meeting Rooms, Lending Library, Table Tennis, Pool Table, Bathroom, and a dog exercise area behind.] Outdoors you'll find Garden Plots, a Japanese Garden, Ponds, Meadows, and Walking Trails.

There are two designated Sports Courts. The Clubhouse tennis court is for tennis players **only**. The Ridgeview Drive Upper Sports Court is lined with four (4) pickleball courts.

- 3.1 Amenities are for the exclusive use of Beaverdam Run Residents and their guests. This privilege is not transferable.
- 3.2 A Resident may have up to six guests using an Amenity at any one time. If the number of guests is to exceed six, the Resident must obtain prior written permission from a Board member. In the event a Resident wishes to reserve an Amenity for his or her exclusive use, see the Private Functions Section.
- 3.3 Children (under 14 years old) must be accompanied by an adult (at least 18 years old) while using any of the Amenities.
- 3.4 Anyone using an Amenity must comply with all posted and published rules for its use.
- 3.5 Pool guests and Tennis Court guests must be accompanied by a Resident.
- 3.6 Use of the Amenities are the responsibility of Residents, including use by their guests and anyone having the Resident's Amenity key. This responsibility includes:
 - leaving the facility as clean or cleaner than it was before use
 - repairing any damage that results from such use,
 - correctly storing all equipment that was used, and
 - ensuring that all doors and windows are locked, and all lights turned off (except for lights on timers) when the last person leaves.
- 3.7 Recurring Activities:
 - recurring activities may take place at the Clubhouse and Log Cabin with Board approval
 - a fee may be charged by the activity leader
 - at least 50% of the participants must be Beaverdam Run residents and/or owners
 - in activities with a class size limit, Beaverdam Run residents must have enrollment priority
 - The activity must be sponsored by a resident or owner
 - Examples include: water aerobics, yoga, mah jongg, tai chi, poker, bridge, opera, etc.

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AMENITIES

3.8 Prohibited Activities:

- discarding personal items
- loud, destructive, or disruptive behavior
- pets, (except for service dogs); dogs may use the dog park.
- smoking, including but not limited to patios and porches, and the surrounding grassy areas
- burning of wood or any other material in the Log Cabin fireplaces

4. ASSESSMENTS

Assessments mean any and all amounts levied by the Association against any Unit and its Owner as common expenses or other charges, including expense liabilities, special assessments, specific assessments, fines, late charges, interest and attorney's fees.¹⁶

4.1 An Owner must pay the monthly assessment so that the Association receives the payment by the first day of each month.¹⁷ The preferred method of payment is by Automated Clearing House (ACH) withdrawal directly from the Owner's bank account on the first business day of each month.

Late payment of monthly assessments — those received after the 15th day of the month — is subject to late charges, interest and late-payment acceleration.¹⁸

4.2 A new Unit Owner must pay the first two months' assessment during the real estate closing process.

4.3 If the Board determines that a special assessment is needed, the special assessment will be collected by the procedure specified by the Board, including penalties for any late or unpaid assessment.

4.4 Any assessment that remains unpaid will constitute a lien against the Unit.¹⁹

¹⁶ *Declaration*, Section 3.2, and Article 11

¹⁷ *Declaration*, Section 11.7

¹⁸ *Declaration*, Section 11.7, Section 11.9, and Section 11.11

¹⁹ *Declaration*, Section 11.12

5. COMMERCIAL ACTIVITY AND SOLICITATIONS

- 5.1 The Condominium and its Units are restricted to residential use except for commercial activity conducted by a Resident via telephone, fax or computer, or for the sale of artistic work created by the Resident (i.e., crafts, art, books, etc.) Any other business activity is prohibited unless permitted by the Board in its sole discretion.²⁰
- 5.2 Use or distribution of any directory or other listing of Owner and Resident names, telephone numbers and mail and e-mail addresses for any type of solicitation or commercial purpose is prohibited.
- 5.3 Residents and Owners may not place solicitation materials in the Gazebo mail slots, whether for commercial or charitable purposes.

²⁰ Declaration, Section 7.3

6. DECKS, PATIOS & ANTENNAS

Unit decks and patios are Limited Common Elements.²¹

- 6.1 Modifications or additions, such as awnings, gates, screens or equipment of any kind, may not be installed without prior written permission from the Board. See the Alterations Section.
- 6.2 Residents are prohibited from either sanding or staining their Unit's deck(s) or exterior siding. If the deck(s) or siding needs specific attention, a Resident may submit a Building Maintenance Request (BMR) to the Building Maintenance Committee. Residents will be charged for additional repair costs on decks that have been sanded.
- 6.3 Items such as outdoor furniture, planters, grills, umbrellas and entry mats are permitted on decks and patios. Adequate air circulation space must be provided under or through them to prevent rotting the wood on the deck. Winter covers for outdoor furniture or grills must be made of a non-colored translucent material, or a non-figured black, green or tan colored material. Storage of firewood is permitted in accordance with the rules in the Storage section.

Pots and planters on the deck floor or the deck railing must have saucers under them to hold excess water and must be raised above the surface to allow for air circulation and moisture evaporation. This can be accomplished by using Pot Toes, Pot Feet, or a saucer with rollers, all found in hardware, garden, or home improvement stores. With an approved Alteration Request, larger moveable custom-made planters may be installed on the deck railing, as illustrated in the Building Maintenance Policy and Guidelines, section 9.2.1.
- 6.4 Placement or storage of building materials or refuse or of any other unsightly object on decks and patios is prohibited.
- 6.5 Pots or plants placed on deck railings must be in secure planters the same color as the deck pickets. Specifications are available from the Building Maintenance Committee.
- 6.6 Plants and planters placed on wood must provide air circulation space under the containers to prevent rotting the wood. A saucer must be placed under each container to hold water that drains from the plants.

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²¹ Declaration, Article 6

DECKS, PATIOS & ANTENNAS

- 6.7 Hanging or drying clothes, rugs, bedding or any other material outside the Unit is prohibited. This precludes the use of clotheslines, clothes drying “trees” or other such mechanisms on Common Elements or Limited Common Elements, or hanging items from Unit decks or windows.²²
- 6.8 No exterior antennas or receiving or sending devices of any kind, including but not limited to radio and television antennas and satellite dishes, shall be placed, allowed, or maintained by an occupant upon any portion of the Common Elements or Limited Common Elements. However, a receiver of video transmission that is a “dish” or other type of antenna less than one meter (39.37 inches) in diameter or diagonal measurement may be placed on the floor of the Unit deck. If the occupant can demonstrate that this restriction does not allow reception of an acceptable quality signal, the occupant may, in writing, request the Board to permit a satisfactory alternative location.²³

Owner must obtain prior written permission from the Board (see the Alteration Request Section 6.4 of the Building Maintenance Policy and Guidelines) before installing a receiver of video transmission (antenna or dish) anywhere other than the floor of the deck.

- 6.9 Hot tubs, and other spa-like tubs, are prohibited on unit decks and ground level patios, or any other exterior location.

²² *Declaration*, Section 7.9

²³ *Declaration*, Section 7.6

7. GARDEN PLOTS (COMMUNITY GARDEN)

The Community Garden Plots, located near the Maintenance Facility, are for use by Residents to cultivate vegetables and flowers for personal consumption and pleasure. The fenced area includes a storage shed and picnic table; a bathroom and a designated parking area are nearby.

- 7.1 The Community Garden Chair assigns available plots as they are requested. Recognizing that Gardeners enrich and upgrade their soil, the Gardener may use the assigned plot on a continuing basis. Residents may share a plot; if there are unassigned plots available, the Gardener may request a second plot. A plot which is not in cultivation by June 15th of the year may be reassigned by the Chair to a Gardener from the waiting list or, if there is no waiting list, as additional space for an active Gardener.
- 7.2 Gardeners provide their own garden supplies, equipment, tools, or other materials. Gardeners are also responsible for operational items, such as fertilizers, soil amenities, seed or bedding plants. Gardening equipment and supplies may be securely stored in the shed; equipment in the shed is available for use by all gardeners.
- 7.3 When necessary, Gardeners must use organic fertilizers and non-toxic pesticides.
- 7.4 Gardeners must control weeds and debris in their plots and keep the garden area clean and neat. Gardeners must maintain the paths adjacent to their plot by removing weeds and adding wood chips as needed. Leaves, grass clippings and wood chips may be used as mulch for the plots.
- 7.5 The Association's shredded mulch, stored adjacent to the garden area, must not be used to mulch a Garden Plot.
- 7.6 During the growing season, hoses should remain attached to the spigots. At the end of the season, hoses must be removed and stored in the shed to prevent ruptures due to freezing.
- 7.7 Gardeners should conserve water and use care to prevent watering of adjacent plots.
- 7.8 Growing corn is not permitted.
- 7.9 Perennials must be removed when vacating a plot.
- 7.10 Garden debris should be cut up before adding it to the disposal bin. Diseased plants, weeds, kitchen food, meat scraps, and citrus items must **not** be added to the bin.
- 7.11 Gardeners should not ask the landscape staff to perform any tasks or duties.
- 7.12 Except for the washroom facilities, the maintenance building is not for Gardeners' use.

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GARDEN PLOTS (COMMUNITY GARDEN)

- 7.13 Revocation of Garden Plot privileges can occur when a Gardener persistently violates the rules, displays a disregard for the rights of other Gardeners, or abuses the Association's property in the Garden Plot area.

8. LANDSCAPING

The Landscape Committee is charged with the BRCA's goal of maintaining the property as a single entity rather than a set of individual properties. The landscaping is designed and maintained so that the entire community blends seamlessly. Landscape modifications must conform to the overall aesthetic appearance of the Condominium Property. Please refer to *Landscape Policy and Guidelines* for additional information on specifications, requirements and forms needed in dealing with specific landscaping issues. A copy of *Landscape Policy and Guidelines* is included in the *Beaverdam Run Official Association Handbook*, is available from the Landscape Committee or can be found on the Condominium's website.

- 8.1 Before adding, replacing, or altering any landscape feature, (shrubs, trees, rocks, sidewalk edging, landscape timbers, steps, etc.), an Owner must submit a Landscape Alteration Request form to, and receive permission from, the Landscape Committee. For specifications and limitations, *see Landscape Policy and Guidelines*. Written approval must be obtained before the work can start. These forms are available at the Gazebo or can be found on the Condominium's website. The Owner will pay for the requested landscaping work approved by the Committee unless the Landscape Committee agrees to replace dead bushes or trees as part of the work to be done.
- 8.2 Landscaping projects immediately adjacent to a Unit, such as planting annuals and perennials and placing small decorative items in the mulched shrubbery areas, may be undertaken without approval, but they must be within the scope and limitations described in *Landscape Policy and Guidelines*. These types of additions and modifications are at the Owner's expense and are not maintained by the Association.
- 8.3 Flower and plant containers, potted plants, artificial plants and flowers may not be placed on any mulched area, sidewalks, lawns, or hung from garage eaves. Planting in the mulched tree ring areas is not permitted.
- 8.4 Owners and Residents must refrain from directing the work of the Association's landscape contractors.
- 8.5 All new plantings of trees and shrubs, once installed, become the property of the BRCA; however, the owner will be responsible for the establishment and/or the replacement of the plantings for a period of one year from installation. The Landscape Committee will resume normal maintenance as provided for in the *Landscape Policy and Guidelines* after that time.

9. LEASING A UNIT

An Owner may lease a Unit but only under the specific terms and conditions as set forth in the Declaration and described below⁴⁸. The owner continues as the voting member of the Association during the lease term.

- 9.1 A Unit must be leased in its entirety — no fraction or portion of a Unit may be leased.
- 9.2 Except for situations where an Owner sells a Unit and then enters into a “lease-back” arrangement, the lease term must not be less than 180 days nor more than three years to any one tenant.
- 9.3 Leasing a Unit more than once in any calendar year is prohibited unless an Owner terminates the lease due to the tenant’s default or the Unit otherwise becomes vacant through no fault of the Owner.
- 9.4 The Board must approve a lease 15 days prior to the date of occupancy. The lease must include language that all Rules and Regulations have been given to the lessee, and that the Unit Owner is responsible for all Homeowner’s Association assessments, including any fees levied against the lessee.
- 9.5 Leases and tenants are subject to provisions of the Association’s *Declaration, Bylaws* and these *Rules and Regulations*. An Owner is required to provide copies of those documents to a tenant along with the *Beaverdam Run Official Association Handbook*.
- 9.6 The privilege of using the Amenities of Beaverdam Run is transferred from the Unit Owner to the tenant during the term of a lease. The Owner continues to be responsible for the Unit and for any violations of the *Declaration, Bylaws* or *Rules and Regulations* by the tenant.

⁴⁸ *Declaration*, Section 13.1

10. LIGHTING

- 10.1 The exterior lights illuminating the front of the garage and the Unit street number are automatically controlled to be “off” during the daylight hours and “on” otherwise. An Owner or Resident is prohibited from interfering with the normal operation of these lights. The Association will replace spent bulbs.
- 10.2 An Owner or Resident is prohibited from installing additional exterior lights or replacing the Unit’s current outdoor fixtures (including deck lights, entry lights, ground floodlights, etc.) without Board approval except as specified in the Signage and Decorations Section.²⁵

²⁵ Declaration, Article 15

11. MAINTENANCE

Specific maintenance policies and practices are detailed in *Building Maintenance Policy and Guidelines*. A copy of *Building Maintenance Policy and Guidelines* is included in the *Beaverdam Run Official Association Handbook*, is available from the Building Maintenance Committee or can be found on the Condominium's website.

An Owner is responsible for keeping a Unit in good repair. This includes, but is not limited to, maintenance of all interior spaces, all non-structural partitions and floors, all windows and doors, all outside lights (except for the lights that illuminate the front of the garage and the Unit street number), all faucets, exhaust vents, HVAC systems and any facility providing utilities and services specifically for that Unit (from its point of entry).²⁶

The Association is responsible for all necessary maintenance, repairs, modifications and improvements to all Condominium Property not required to be maintained by Owners. This includes, but is not limited to, all buildings such as the Clubhouse, plus the Limited Common Elements of Units, for instance, foundations and exterior Elements, such as roofs, decks, driveways, walkways, etc.²⁷ Much of this ongoing maintenance work is performed on a scheduled basis.

- 11.1 To obtain building maintenance or repair work from the Association — for example, cleaning a gutter or replacing a deck board — a Resident must submit a Building Maintenance Request (BMR) to the Building Maintenance Committee. The form is available at the Gazebo or can be found on the Condominium's website. If approved, the request will be forwarded to the appropriate party for action.
- 11.2 A Resident must maintain a Unit's interior temperature above 55 degrees, in accordance with requirement of our property insurance, to prevent freezing of water lines inside the Unit, including its crawl space, basement, garage and attic.²⁸
- 11.3 A Resident must disconnect hoses and drain outside faucets, or use other preventive measures, in time to prevent freezing. *Reminder: The \$25,000 per occurrence deductible for all ensuing or resulting loss from **water damage** caused by or resulting from a Covered Cause of Loss is the Owner's responsibility.*
- 11.4 The use of salt or other corrosive materials on any part of Common Elements or Limited Common Elements, including streets, driveways, walkways, patios and decks, is prohibited.
- 11.5 Residents must refrain from directing the work of the Association's contractors.

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²⁶ Declaration, Section 4.2 and Section 12.5 (a)

²⁷ Declaration, Article 5, Article 6, and Section 12.5 (b)

²⁸ Declaration, Section 12.5 (e)

MAINTENANCE

11.6 Residents must have and maintain working smoke detectors and fire extinguishers in their units as required by our property insurance coverage.

11.7 Any time a Resident hires an individual, company or contractor to do repair work to their Unit, the Resident is responsible for obtaining a Certificate of Insurance (COI) which demonstrates compliance with the requirements of BRCA's property insurance company **before** any work begins.

- **All repairs to covered locations/covered property will be performed by licensed and insured contractors including subcontractors. The contractors and subcontractors shall each maintain \$1,000,000 limit of Commercial General Liability Insurance.**
- Residents may contact the Insurance Committee to confirm such COI for the individual or entity is on file, or for information on how to obtain the COI.

12. PARKING

- 12.1 Parking on any grassed, mulched or otherwise natural area of Condominium Property is prohibited.
- 12.2 Parking permits are required for Residents' and guests' vehicles under the conditions stated below. When required, a parking permit approved by a Board member must be displayed and visible from outside the vehicle. Parking permits are available at the Gazebo or can be found on the Condominium's website.
- 12.3 Residents' vehicles must be parked in their Unit garage with the garage door closed except for normal loading, unloading, and cleaning. Unless a Board member approves a parking permit, no Resident vehicles may be parked overnight in the Condominium's driveways, streets, or other Common Elements. If a Resident has more vehicles than can be parked in a Unit's garage, it is the Resident's responsibility to arrange for parking in another garage or outside the Condominium's boundaries. Such an arrangement is to be made at the Resident's sole expense.²⁹
- 12.4 Guest passenger vehicles may be parked in their host's driveway for no more than seven consecutive days. Guest passenger vehicles may not be parked on streets overnight. Guests may park for longer than seven days if the Resident fills out a permit, obtains Board member approval and displays it properly in the guest's vehicle.
- 12.5 Residents' and guests' recreational vehicles, including but not limited to trucks, trailers, watercraft, campers, motor-driven tricycles, and all-terrain-type vehicles may be parked for no more than seven consecutive days in a designated parking area: the spaces in the Gazebo parking lot and the upper tennis court parking area. Vehicles parked in a designated parking area must display a parking permit approved by a Board member.
- 12.6 Vehicles that are parked on the street must be on the visited Unit's side of the street, have all wheels on the asphalt surface and not be parked across the driveway of a Unit.
- 12.7 Commercial or inoperable vehicles cannot be parked on the Common Elements or Limited Common Elements overnight.³⁰

²⁹ Declaration, Section 7.4

³⁰ Declaration, Section 7.4

13. PETS & WILDLIFE

- 13.1 Residents are permitted to keep no more than two common household pets — cats, dogs or birds — per Unit. Other animals of any kind may neither be housed in a Unit nor brought onto Condominium Property by a Resident or guest without the express written consent of the Board. This includes, but is not limited to, horses, livestock, reptiles, and wild or other undomesticated animals.³¹
- 13.2 Pets must not be allowed to roam free at any time. A pet must not be left unattended outside of a Unit including any dog inside the fenced Log Cabin side yard (“fenced yard”) available for dog play and exercise. If not confined to a deck or contained inside the fenced yard, pets must be controlled on a leash.³² A pet must be kept in the immediate vicinity of its attendant, must be restrained from interacting negatively with other persons or animals, and be prevented from damaging either property or the Condominium’s landscape.
- 13.3 Pet owners are required to clean up after their pets. Animal waste must be immediately removed from any location where it is deposited and disposed of in the pet owner’s trash receptacle — this includes the area surrounding a Unit and the fenced yard.
- 13.4 In addition to the above, specific rules for dogs and their owners apply to the use of the fenced yard:
- Hours of use are limited to 9 a.m. to 8 p.m.
 - Sick or aggressive dogs are prohibited from using the yard; and
 - Dogs making excessive noise must be removed immediately.
- The Board may prohibit use of the fenced yard by any pet owner who fails to comply with all pet regulations.
- 13.5 Property damage or personal injury caused by a pet is the animal owner’s responsibility to repair or recompense.
- 13.6 The Board may require a pet to be removed from the Condominium if it is allowed to roam free, is believed to endanger Residents, makes objectionable noise, is generally considered to be a nuisance or is an inconvenience to the Residents.³³
- 13.7 Except for service dogs, pets are prohibited inside any of the Amenities.
- 13.8 The rules in this section also apply to the owners of visiting pets.

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³¹ Declaration, Section 7.5

³² Declaration, Section 7.5

³³ Declaration, Section 7.5

PETS AND WILDLIFE

- 13.9 The feeding of wildlife of any kind, including birds, is prohibited with one exception. That exception is that bird feeders may be filled from December 15 through March 1, based on a 2019 bear study report of eating and denning habits.

14. PONDS

- 14.1 Entering a pond for any purpose (swimming, wading, fishing, boat sailing, etc.) is prohibited.
- 14.2 Fishing is allowed in the three ponds within the Condominium Property gate, namely, the Japanese Garden pond, the Hillside pond and the Sunset pond. Fishing is prohibited in the two front entry ponds.
- 14.3 Any fish caught in a pond where fishing is permitted must be returned to that pond.

15. PRIVATE FUNCTIONS

- 15.1 The only Amenities that may be reserved for a Private Function are the Log Cabin (including pool table), the Clubroom and Kitchen, and Patio with gas grills (including Tennis Courts). Use of other Clubhouse amenities (Fitness Room, Showers, Saunas, Swimming Pool Room) by Private Function guests is prohibited.
- 15.2 A Private Function must be hosted or sponsored by a Resident in “good standing” (those with paid assessments, paid fines, if any, etc.), who may reserve an Amenity and must be present throughout the function. Guests may use only the facilities reserved.
- 15.3 If the Amenity requested is available, a Private Function may be scheduled on weekends, evenings, and holidays depending on availability.
- 15.4 A request to schedule a Private Function is made by contacting the Calendar Scheduling Committee to reserve a date and time, and then submitting a Private Function Request form for approval by the Board. By signing the form, the function’s host or sponsor agrees to all the terms and Guidelines (listed on page 2 of the form), including accepting financial responsibility for any damages resulting from the event. (Forms are available at the Gazebo or from the Condominium’s website.) A check for the usage fee must accompany the submission. The Board reserves the right to require a damage deposit.
- 15.5 A Resident may sponsor a function for an outside organization. In such case, the submission request form must also be accompanied by the outside group’s insurance certificate (or other proof of liability coverage) for at least \$1 million, which proof must name Beaverdam Run Condominium Association as an additional insured. Insurance for informal groups is not required. Only a non-profit organization may hold a fundraising activity.
- 15.6 Conduct at a Private Function must not unreasonably disturb other Residents. Music must end no later than 10 p.m.
- 15.7 Functions must be concluded, and the premises vacated by guests by 11 p.m.
- 15.8 No more than 99 people may occupy the Clubhouse; the Log Cabin is limited to 25 occupants. These limits include service personnel who may be assisting with the event.
- 15.9 Smoking is prohibited in the Clubhouse and the Log Cabin, including, but not limited to, patios and porches as well as their surrounding grassy areas.
- 15.10 Fires in the Log Cabin are prohibited.

16. RESTRICTED ACTIVITIES

- 16.1 No Resident, guest or tradesperson hired by a Resident shall cause, create, or allow any nuisance or unreasonable noise.³⁴ This rule specifically prohibits a Resident, private contractor or other third party from commencing any type of work that creates unreasonable noise
- before 8 a.m. or after 6 p.m. on weekdays, or
 - before 9 a.m. or after 5 p.m. on weekends.
- 16.2 Residents and their guests must dress in appropriate attire — at a minimum, generally accepted casual wear including shirts and footwear — when on the Common Elements except when in the Swimming Pool area or Fitness Room.
- 16.3 The unlawful use of a firearm, pellet gun, fireworks or open fires is prohibited on Condominium Property.
- 16.4 The use of skateboards, roller skates and in-line skates is prohibited on Condominium Property.
- 16.5 Board approval is required to invite the general public to an event on Condominium Property.

³⁴ *Declaration*, Section 7.11

17. SELLING A UNIT

- 17.1 Owners may post “For Sale” notices on the appropriate Gazebo bulletin board and on the Condominium’s website.
- 17.2 When a Unit comes under contract to be sold, the Owner must provide the Association Secretary with a written notice that shows the intended closing date along with the name, mail and e-mail addresses, and telephone number(s) of
- the prospective new Owner,
 - the buyer’s real estate agent,
 - the buyer’s attorney,
 - the seller’s real estate agent, and
 - the seller’s attorney.
- Such notice may not be later than 10 days prior to the closing date.³⁵
- 17.3 Prior to the closing, the selling Owner is obligated to
- notify the buyer, real estate agent and the buyer’s attorney that an advance payment of two months of Association assessments will be due and payable at the closing; and
 - inform the new Owner of all prior Exterior and Major Interior Alterations made to the Unit and its Limited Common Elements. The new Owner will become responsible for maintaining and for repairing those Alterations.³⁶
- 17.4 Prior to or at the closing, the selling Owner is required to convey the following to the new Owner: The Unit’s **keys** (including keys for Unit doors, mailbox, Clubhouse/Log Cabin) together with two **garage door openers**, two **entry gate openers** and any **security code(s)** for alarms or garage doors.
- 17.5 Time-share ownership of a Condominium Unit is prohibited, as are all other commercial time-sharing and Unit trading plans.³⁷
- 17.6 Occupancy per Unit, whether by Owner or other Resident, is limited to no more than two permanent occupants for each bedroom in a Unit.³⁸

³⁵ Declaration, Section 13.2

³⁶ Declaration, Article 15

³⁷ Declaration, Section 7.10

³⁸ Declaration, Section 7.8

18. SHOWERS, SAUNAS & FITNESS ROOM

- 18.1 Adult Residents and their adult guests (at least 18 years old) are permitted to use the Saunas and Fitness Room.
- 18.2 Wearing wet bathing suits when using the exercising equipment is prohibited.

19. SIGNAGE & DECORATIONS

- 19.1 The only signage permitted on Condominium Property, including individual Units, is that which is authorized by the Board. This precludes inscribing, painting, affixing, hanging, or otherwise placing any type of notices, including “For Sale” and “Open House” signs, flags, security signs, plaques, name signs, numbers, engraved stones, etc. on or in any location except as specifically allowed by these *Rules and Regulations*.³⁹
- 19.2 Exceptions to the above rule (prohibiting placement of signage on Units, Common Elements and Limited Common Elements) are shown below:
- Notices may be posted to the appropriate subject matter bulletin boards in the Gazebo. Usage rules can be found at the top of each Gazebo board and on the Condominium’s website.
 - A security warning decal may be affixed to a Unit’s window(s).
 - A correct display of the United States flag and/or the North Carolina state flag is permitted.
 - During the holiday season (Thanksgiving–January 10) decorations and wreaths are permitted on a Unit deck, in its front entry, on the garage door, and on the stone portions of a Unit’s Limited Common Elements. Lighted decorations are acceptable in the front entry, on the deck of a Unit or on a single tree immediately adjacent to a Unit. The Board, in its sole discretion, may determine that a Unit’s decorations are inappropriate and require that they be removed.

³⁹ Declaration, Section 7.7

20. STORAGE

- 20.1 Storing or discarding personal items on Common Elements or Limited Common Elements, including the Clubhouse and the Log Cabin, is prohibited (except for items stored in Clubhouse lockers). This includes plants, food, beverages, clothing, equipment, etc.
- 20.2 Overnight food storage is prohibited in the Clubhouse lockers.
- 20.3 Storage of firewood on metal racks is permitted only in garages, on patios and on or under decks provided it is neither a fire hazard nor touching any part of a Unit's structure that could potentially damage the Unit. If the Board deems such storage dangerous or unsightly, the Resident must remove the firewood and its container.

21. SWIMMING POOL

- 21.1 **The BOARD reserves the right to institute use and scheduling policies necessary for Community health and safety. The pool schedule and any use policies will be distributed to the BRCA community on a regular basis. As of April 1, 2023, the schedule is as follows:**

Pool Maintenance: Pool area is closed for maintenance from 4 - 5 pm, Monday and Thursday, and other times as necessary.

Water Aerobics: Pool is reserved for water aerobics class from 10 – 11:15 am, Monday and Wednesday.

Residents only: BRCA residents only before 10 am on Monday and Wednesday, and before 11 am on Tuesday, Thursday, and Friday. No signups are required. Lap swim lanes are first come/first served.

Open Swim: All times that are not otherwise reserved are open to all BRCA residents and their guests.

- 21.2 NC Department of Health sign regulations:
- Children should not use the swimming pool without adult supervision.
 - Adults should not swim alone.
- 21.3 Diving, running, wild splashing or rowdy behavior is prohibited.
- 21.4 Glass containers, china containers and other items that might shatter are prohibited in the Swimming Pool Room under all circumstances.
- 21.5 Food is prohibited in the Swimming Pool Room without the Board's approval.
- 21.6 Pool guests must be accompanied by a resident.

22. TABLE TENNIS (PING-PONG)

- 22.1 The Ping-Pong table will be located on the Clubhouse patio or in the pool area.
- 22.2 The table is easily damaged and should only be moved by an adult.
- 22.3 The equipment that goes with the table is located in a separate bag.
- 22.4 The net can be assembled by attaching the clamps and inserting the net posts into the clamps.
- 22.5 If it is necessary to unfold or move the table, it should be returned to its original setting.
- 22.6 A resident should be present when younger children are playing.

23. SPORTS COURTS: TENNIS AND PICKLEBALL

- 23.1 Appropriate attire, including shirts and tennis shoes, must be worn while on the courts.
- 23.2 Residents must use the sign-up sheets to reserve time on the tennis court. (If the sign-up sheets are not available, the courts may be used on an as-needed basis.) Residents may not sign up for more than 90 consecutive minutes of singles play or 120 consecutive minutes for doubles. If no other players have signed up and others are not waiting, play may continue beyond the reserved times.
- 23.3 Tennis guests must be accompanied by a Resident.
- 23.4 The Clubhouse tennis court is for playing tennis only. The Ridgeview Drive upper tennis court is lined with four (4) pickleball courts. Use of the courts for other activities, such as dog walking, bicycling or as a playground, is prohibited.

24. TRASH & RECYCLING

The City of Asheville provides the schedule for trash pickup and recycling. The schedule is distributed on a small calendar at the beginning of each year and is also available on the Condominium's website. The calendar contains phone numbers to call for additional information about these topics.

- 24.1 Garbage and day-to-day refuse must be bagged, tied securely, and placed in a City of Asheville-provided **trash** container. Do not place building material, paint, or remodeling refuse in this trash container. This container is placed on the **Unit-side of the street** before 9 a.m. on the scheduled pickup day. To avoid animal curiosity and possible scattering of garbage, containers may **not** be placed outside on the night before pickup.

If you will be away on the trash pickup day, please ask one of your neighbors for assistance or make other appropriate arrangements.

The Maintenance Facility area has several trash containers that are for the **exclusive use of the Building Maintenance and Landscaping crews**. Residents are prohibited from using the Maintenance Facility containers.

- 24.2 The City of Asheville-provided **recycling** bins and larger recyclable materials should be placed on the Unit-side of the street before 8 a.m. on the scheduled day but not any sooner than the night before. Larger materials should be placed under the bins to avoid scattering by the wind. Additional information is available on the Condominium's website.

- 24.3 When trash or recycling items are scattered for any reason, it is the Resident's responsibility to pick up those items.

- 24.4 No dirt, trash, building material, refuse or other substance may be discarded on Common Elements or Limited Common Elements. No container or receptacle to dispose of such building materials, refuse or other substance can be placed on the Common Elements or Limited Common Elements for more than one day without obtaining written permission from the Board. Residents should make arrangements with their contractor for removal of such material.

25. VEHICLES (ALL TYPES)

- 25.1 Only licensed drivers may operate motor vehicles on Condominium Property. They must do so in a safe, reasonable and proper manner at speeds not exceeding 20 mph while obeying all traffic control signs.
- 25.2 Vehicle use is restricted to streets, designated parking areas, driveways, and garages.
- 25.3 Vehicle maintenance, other than cleaning, is not permitted on driveways, on streets or elsewhere on the Common Elements or Limited Common Elements.⁴⁰
- 25.4 The driving or riding of two- or three-wheel motorcycles, Vespa-type vehicles, mopeds, motorbikes, or all-terrain-type vehicles, Segways, golf carts, and similar vehicles, no matter how powered, is prohibited on Condominium Property.
- 25.5 Visitors' vehicles that enter Condominium Property at the invitation or authorization of a Resident remain the responsibility of that sponsoring Resident until the vehicle leaves the premises. Damage to Common Elements or Limited Common Elements caused by such visitor's vehicle may be assessed against the sponsoring Resident.
- 25.6 Large tractor-trailer-type moving vans are prohibited on Condominium Property.
- 25.7 Moving vans and other oversized vehicles must use the service entrance, which requires a prior appointment (contact the Gates Committee).
- 25.8 Vehicles must park and unload without blocking traffic within Condominium Property.
- 25.9 Resident is responsible for the fine for damage to the entry or exit gate whether caused by the Resident or their guest. Commercial Vehicles on the property whether doing business for the Association or for Residents will be fined directly for damage to any entry or exit gate. The fine is set at \$150 per occurrence.

⁴⁰ Declaration, Section 7.4

26. VIOLATIONS & APPEALS

- 26.1 The Board is responsible for enforcing the Rules and Regulations. If an alleged violation is observed, it should be reported to the Board in writing. The Board will investigate the allegation and attempt to resolve the problem.
- 26.2 If the Association finds it necessary to issue a violation letter to a Resident, the Resident must respond to such notice within 14 days. The response should be directed to the Board.
- 26.3 The Board has the right to issue fines and/or suspend Condominium privileges or services in accordance with the *North Carolina Condominium Act*, the *Declaration*, and the *Bylaws*.⁴¹
- 26.4 A Resident may appeal a fine or other penalty in writing or request a hearing within 10 days of the date of notice. The Board must provide a reasonable opportunity to be heard.

⁴¹ *Declaration*, Section 12.3 (l) and Section 16.2; *Bylaws*, Article IX

27. GAZEBO USAGE

The Gazebo contains United States Postal Service mailboxes, mail slots for intra-community communication and bulletin boards for notices important to, or of interest to, residents.

- 27.1 When a Resident plans to be away for a week or more, insert a colorful plastic block (found in the mail slots above the forms on the right side) in the Resident's mail slot or make arrangements for someone to pick up its contents while the Resident is away.
- 27.2 Residents must not place papers or other material in a mail slot that is blocked.
- 27.3 All bulletin board notices must include the Resident's full name and the date posted; only Residents may post notices. Due to space limitations, all notices must be 8 ½ x 11 inches or smaller. Duplicate notices are prohibited. Notices should be removed after one (1) month or when no longer appropriate.
- 27.4 Bulletin boards and mail slots must not be used for solicitations of any kind.
- 27.5 Notices may be posted on **only one** of the bulletin boards; notices must **not** be attached to any other part of the Gazebo, including the stones, blocks and the plastic wind shields.
- 27.6 Only authorized notices may be placed on the Board Info bulletin board (immediately as you enter). Space permitting, committee notices may be placed on this board for not more than five (5) days.

28. PUBLIC ACCESS TO THE COMMUNITY

28.1 Activities requiring open gate access include:

- Activities open to the general public may take place with Board approval.
- These activities may occur only on a limited schedule.
- The gate will remain open only during the hours of the approved activity.
- The activity must be sponsored by an owner or resident.

An Example:

- Beaverdam Studio Tour (Residents only) – once a year on the last weekend in October: Saturday 9am to 5pm and Sunday noon to 5pm.

BEVERDAM RUN CONDOMINIUM ASSOCIATION