

TRADEWINDS CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
Revised 2016

The Rules and Regulations serve to protect the residential nature of Tradewinds Condominiums and provide fair use of the Condominium Complex – “the Complex” - and maintain a pleasant cooperative living experience for all residents. They are based on The Declaration of Unit Ownership for Tradewinds Condominiums filed in the Craven County Records Office and the state statutes of North Carolina. The Rules are deemed to be in effect until amended by the Board of Directors of the Association (the Board) and incorporated by reference into the By-Laws of the Association. They apply to and are binding on all present and subsequent owners and are to be faithfully observed by their families, guests, invitees, servants, tenants, and persons over whom they exercise control and supervision.

Definitions:

Common Element: The land and buildings outside of each Unit owned in full by the totality of the Association. Examples include but are not limited to the grounds, road, parking areas, and lake.

Limited Common Element: The portion of the building of each Unit designated for the personal use of the Unit Owner but which is still owned in full by the totality of the Association. Examples include but are not limited to front decks, rear decks, exterior stairs, roofs, siding, doors and windows.

1. Sidewalks, walkways, entrances, hallways, and stairways will be used only for ingress to and egress from the Complex or a Unit, and no occupancy or obstruction of or storage upon sidewalks, walkways, entrances, hallways, or stairways shall be permitted.
2. Personal property of all Unit Residents shall be kept within their Units. All bicycles, canoes, kayaks, rowboats, etc. must be stored on rear decks or under units or decks, if space allows, at all times.
3. Unit residents will not sweep or throw anything outside the Unit nor may they place on or in windows, patios, decks, balconies, entrances, or doorways any planter, flower pot, ornaments, furniture or other objects that may fall or cause a hazard.
4. Garbage, trash, or other refuse will be placed in suitable bags, boxes, or other containers and disposed of only in designated receptacles and at locations designed for such purpose.
5. Boats, trailers, trucks having more than four wheels, mobile homes, recreational vehicles (except four-wheeled vans) or commercial vehicles with external equipment such as but not limited to winches, ladders, tires or pipe racks will not be parked, stored, or left upon the Common Elements except in areas (if any) designated for such parking and/or storage. No inoperable vehicle, one in a condition that would make it illegal on public highways or an illegally registered vehicle will be left on the Complex for more than twenty-four (24) hours. No oil or gas will be removed or transferred from any vehicle while it is on the property.
6. Residents, Owners, and Guests will not assign work or errands, direct, supervise, or in any manner attempt to assert control over employees of the Managing Agents or the Association.
7. Residents, Owners, Guests, and other Persons present at the Complex will not make or permit to be made any disturbing noises, nor permit any act to be done which interferes with the rights, comfort, safety, or convenience of other Owners and Residents. Nor will

they play or allow to be played any musical instrument, or operate electronic or computerized musical equipment,, television, radio, video or sound amplifier in a Unit or upon the Common Elements, in such a manner to disturb or annoy other Owners, Guests, and other persons at the Complex.

8. No short-term rentals are permitted. Units may be leased utilizing a written lease agreement for periods of a minimum of six months, a copy of which is to be provided to the Association Manager within ten working days of the effective date of the lease. Unit Owners are to provide tenant contact information to Association Manager immediately upon tenant's occupation of the Unit in order arrange entry to the Unit for periodic pest control or other interior or exterior maintenance issues. All tenants are to be provided a copy of these Rules and Regulations prior to signing their leases, and will sign, date, and return the acknowledgement to Association Manager immediately.
9. No external communications or telecommunications feature (*eg, satellite dish*) will be erected or installed on any Unit or upon Common Elements without prior written authorization from the Board of Directors. Any existing satellite dish will be permitted to remain as long as the service requiring such satellite equipment is active and current. Any service which is no longer active will cause the immediate removal of the satellite at the unit owner's expense, and any damage or repairs to the Unit or Common Element must be remedied immediately at the Owner's cost. If the Owner does not make these repairs or removal, the Association shall remove and repair, and the Owner will reimburse the Association within ten (10) days of receipt of the paid invoice. If the Unit is sold or title is otherwise transferred, the selling or transferring Owner shall remove the dish prior to title transfer under the above terms. If the new Owner elects to utilize the satellite dish service, the new Owner shall request written permission and approval from the Board of Directors.
10. No commercial signs, advertisement, notice, or other lettering, specifically those that reflect political, religious, or ethnic views, will be allowed to be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements by any Owner, Tenant or Guest without prior written authorization from the Board of Directors. Residents who wish to park or place vehicles or objects in the Complex that would display commercial signs or advertisement must apply in writing, with a description of proposed text and illustration, to the Board of Directors for consideration.
11. No flammable, combustible, or explosive fluid, chemical or substance will be kept in any Unit or upon the Common Elements except in such form and in such quantities as required for normal household use. Use of live fire (gas or charcoal) grills within ten (10) feet of combustible property (Units and decks) is prohibited by N.C. fire codes. Please use common sense when grilling, especially on windy days.
12. Household pets (except farm animals) are permitted as long as they are responsibly supervised in accordance with the animal control regulations of Fairfield Harbour and Craven County. Pet owners are required to have their animals under control at all times when they are on the Common Elements, to control excessive noise, aggressive or unwanted attention, and to clean up after their pets.
13. Vehicles may be parked only in the paved areas designated for this purpose around the Common Elements. They cannot be parked on grass or pine straw at any time due to a potential fire hazard and damage to the grounds. Each unit is provided with two parking spaces in close proximity to the front of the Unit. Additional spaces may be requested in writing to the Board of Directors.
14. Lake is owned by Tradewinds and Tradewinds II Associations for the use and enjoyment of Owners and their Guests or Tenants only. Fishing (only catfish may be

kept) and use of small row or paddle boats is permitted; motorized (gas or electric) boats are prohibited. Feeding the fowl and wildlife is also strictly prohibited.

15. No awning, canopy, shutter, or other projection will be attached to or placed upon the outside walls, doors or roof of a Unit or building without the written consent of the Board of Directors. The Association exercises sole discretion over the color of window coverings.
16. No changes, modifications, and/or additions will be made to the outer structure of a Unit or building including roofs, porches, patios, decks, railings, or balconies except after prior consideration and written consent of the Board of Directors. The Unit owner(s) must submit building plans for any change, modification, or addition before consideration will be given by the Board of Directors. The Unit Owner must sign a consent form and assume any and all liability for the (a) construction, (b) damage to the existing Unit or building, (c) future repair and/or maintenance cost, and (d) losses not covered by insurance of the Association caused by the changes, modifications, or additions. Owners are responsible to disclose to potential buyers the obligations and limitations of the Association's obligations for maintenance of modifications to the Unit or Common Elements.
17. No changes, modifications, and/or additions will be made to the Common Elements grounds, including sidewalks, gravel, pine-straw or grass areas nor to any bush, tree or landscaping element without prior written consent of the Board of Directors. No annual or perennial plants are permitted, nor are pots or planters of flowers or plants permitted on Common Grounds. These are permitted on Limited Common Elements (decks and porches) as long as they are maintained and do not impede access into or out of decks and walkways. For changes to be considered by the Board of Directors, the Owner of the Unit, not Tenants or Guests, must submit landscaping plans with specific details about any plans and landscaping elements such as redwood chips, river stones, paving blocks, bricks or wood ties to be used. The Unit Owner must be able to assume the cost of making and maintaining all modifications if the Board requests it. Should the landscaping not be maintained or become unsightly in the judgment of the Board of Directors, the owner will assume all costs required to return the property to conditions complementary to surrounding grounds. If changes are made to the grounds without the knowledge of the Owner, the Owner will still have the same obligation to the Association as if they had requested the changes themselves. If the property is transferred from the present Owner to someone else, the Board of Directors reserves the right to take that opportunity, when it becomes aware of it, to return the grounds to conditions complementary to surrounding grounds. Owners are responsible for disclosing these conditions to potential buyers and the limitations of the Association's obligations. All grandfathered items of personal property on Common Grounds are eliminated. Existing landscaping pavers and edging along sidewalks and driveways will be permitted to remain. However, no new landscaping elements will be permitted without prior written Board approval.
18. Temporary holiday lights (non-religious in nature only) may be placed on Units or Common Elements as long as cords do not impair access on any Common or Limited Common Element.
19. No wood or wood products may be stored under decks or Units or against Units – absolutely no exceptions as this is an attraction for termites and other wood-boring insects. Wood for wood-burning fireplaces will be permitted to be stacked on Common Grounds upon approval of the Board.

20. Temporary wheelchair ramps are permitted. Whether erected by the Fairfield Harbour Ramp Committee or by a contractor of the Owner's choice, the Owner assumes any costs involved in its construction and/or removal. Temporary or permanent ramps will be removed immediately after their necessity is completed, but no later than two weeks.
21. No clothes line or similar device will be permitted on any portion of the Complex, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors.
22. Flagpole holders have been installed on all lamp posts facing the driveway at Association expense. Any existing flagpole holders are to be removed from any Unit or Common Element or lamp post, if incorrectly placed, at Owner's expense except if flagpole holder is currently on a lamp post but not facing the driveway. If Owners or Tenants wish to purchase, at their expense, and place them in the appropriate flagpole holder, only American flags may be hung and must be a standard two feet by three feet (2' x 3'). Existing American flags of other sizes may remain until replacement is required by its condition.
23. A maximum speed of 10 MPH has been set, and an appropriate sign has been placed at the entrance to Tradewinds. Please watch your speedometers and be courteous to those residents and guests who might be out walking with or without their dogs.
24. Complaints regarding services provided to Owners of the Association will be made in writing to the Board of Directors.
25. Payments of monthly assessments will be made at the office of the Management Firm, in person or via mail, or any other method adopted by the Board of Directors, as designated in the Management Agreement. Payments made in the form of checks will be made payable to the order of "Tradewinds Condominium Association." Invoices will be sent to all Owners at their current mailing addresses. Such invoices will be prepared and mailed immediately prior to the next billing quarter. Owners may pay the quarterly fees in advance or may elect to pay in monthly installments.
26. The Board of Directors will consider and replenish the supply of fish in the lake for the enjoyment of residents and their guests. Fish under 14 inches (14") should be thrown back into the lack, except catfish.
27. The Board of Directors reserves the right to assess fines and attach liens for non-compliance or violations of these Rules and Regulations as it deems necessary in accordance with the laws of North Carolina and regulations governing Craven County and Fairfield Harbour, as applicable. Additionally, or in lieu of fines or liens, the Association may compel the Unit Owner, at the Owner's cost, to remedy and restore any physical alterations which violate these Covenants.
28. Only members of the Tradewinds Condominium Association in good standing may serve on the Board of Directors or any Board Sub-Committee. A member in good standing is defined as being a unit owner current on dues, special assessments, or other temporary fees and has no outstanding violations of the Declarations of Restrictions or the Rules and Regulations of the Association.
29. The Board of Directors reserves the right to amend, modify, or delete these Rules and Regulations in whole or in part, at any time, and to adopt additional Rules and Regulations as it sees fit. These approved and amended Rules and Regulations become an addendum to the recorded Tradewinds Declaration of Unit Ownership.