

Mellowfield Condominium

Rules & Regulations & Architectural/Design Guidelines

MELLOW FIELD CONDOMINIUM

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PREFACE

The Board of Directors of Mellow Field Condominium Association and the Declarant have adopted these Rules and Regulations to enhance the enjoyment of a community lifestyle for residents, their families, and guests.

To ensure the peace, tranquility and wellbeing of the Mellow Field Condominium Association, certain rules and regulations must be adopted and enforced. These Rules and Regulations serve as a guide to consideration for others and to the application of common sense to create a friendly, pleasant, and congenial atmosphere.

It is the intent of the Association and its Board of Directors, upon its formation and throughout its life, to add to and amend these Rules and Regulations as deemed appropriate for the safety, cleanliness, comfort and convenience of all occupants.

These condominium Rules and Regulations supplement, but do not change, the obligations of condominium homeowners and tenants contained in the Declaration and By-laws for the Association. They apply equally to homeowner-residents, non-resident homeowners and tenants living in the community as well as members of their families and guests.

SECTION A

RULES PERTAINING TO GENERAL MATTERS

1. Hazards

Nothing shall be allowed, done, or kept in any unit or common area of the community which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates, the cancellation or invalidation of any insurance thereon maintained by, or for, the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon. WATER BEDS ARE EXPRESSLY PROHIBITED IN THIS PROJECT. No homeowner shall use or permit to be brought into the building or common areas anything deemed extra hazardous to life, limb, or property such as gasoline, kerosene, or other combustibles of like nature, nor any gunpowder, fireworks, or other explosives. The throwing of firecrackers and the explosion of fireworks anywhere on the grounds within the community is expressly prohibited.

2. Suggestions & Complaints Process

Any suggestions, requests or complaints must be submitted to the Board of Directors through the Property Manager, Mellow Field Homeowners, c/o York Properties, 2108 Clark Ave., Raleigh, NC 27605. Correspondence must be signed. While the Property Manager will attempt to keep the name of the complainant confidential, the circumstances surrounding an incident or complaint may prevent confidentiality.

3. Registration

Each resident and unit homeowner shall file his/her name, address, and phone number with the Property Manager. Unit homeowners must complete and return a new registration form for new tenants within 72 hours of occupancy. This registration is necessary to enable the Property Manager to contact the resident and/or homeowner of a unit in the event of an emergency or to schedule work within the unit. Failure to provide the necessary contact information could delay notification and response time to an emergency.

4. Rentals

A unit owner may lease his/her unit, but the person or persons leasing, renting, or living in the unit shall enter into a written lease and abide by the Declaration, Bylaws and Rules and Regulations. Leases for less than six months are prohibited. The unit owner shall assume all responsibility for the occupants' conduct. The unit owner must submit the fully executed written lease, along with the tenant's name, phone number, email address, any pets, and emergency contact information (if available) to the Association's property manager.

5. Compliance with the Laws

No obnoxious, offensive, or illegal activities shall be carried out upon common areas, parking areas or within any unit, nor shall anything be done thereon which may be an annoyance or nuisance to other residents.

No immoral, improper, offensive, or unlawful use may be made of the Property and Unit. Homeowners shall comply with and conform to all applicable laws and regulations of the United States and of the State of North Carolina, all ordinances, rules, and regulations of the City of Raleigh. The violating Unit Homeowner shall hold the Association and other Unit Homeowners harmless from all fines, penalties, costs, and prosecutions for the violation thereof of noncompliance therewith.

SECTION B

RULES PERTAINING TO CONDOMINIUM

1. Visible Aesthetics

Patios and Balconies

Patios and balconies are limited common areas intended for the use and enjoyment of residents. However, they are visible to your neighbors and potential homeowners.

Patios and balconies shall not be used for storage of trash cans, toys, spare tires, boxes, etc. Bicycles are permitted on balconies; however, they are not permitted in stairwells or landings.

Patio furniture must be restricted to balcony and patios. Furniture is not permitted to be placed on the grass.

Clothes, bedding, laundry, and the like shall not be hung, aired, or dried from windows, patios, or balconies. Outdoor clothes lines shall not be used at any time.

No boxes, plastic containers, paper, or wood, etc., may be stored or placed around the exterior of the unit including porches, balconies, patios, or sidewalks. Decorative planters are not allowed at the entrance to a unit. Decorative planters on balconies must contain healthy plant material and may not exceed a total of five (5).

Windows

All windows and patio/ balcony doors in units shall have proper window coverings (blinds, draperies, shades, and plantation shutters). All window coverings must be white, off-white in color or the exterior facing surface of the window treatment must be lined in white or off-white.

The following window treatments are not permitted in Mellow Field:

- **Aluminum Foil**
- **Solid black window coverings**
- **Bed sheets**
- **Newspaper (or any other type of paper)** *Windsor Upon Mellow Field, Page 6 of 18*

All exterior window frames, window glass, storm windows, screens and hardware, if any, a part of the respective unit and shall be maintained by the respective unit homeowner.

2. Condominium Maintenance

Homeowners shall perform promptly all maintenance and repair work within his/her Condominium Unit, which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Homeowners, every Homeowner being expressly responsible for the damages and liability which his/her failure to do so may engender. The Homeowner of each Condominium Unit shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all electrical, heating, air conditioning, plumbing and sewer systems within the Condominium Unit including any fixtures and/or their connections required to provide heat, air conditioning, water, light, power, telephone, sewage and sanitary service to his/her Condominium Unit. Such Homeowners shall further be responsible and liable for the maintenance, repair and replacement of all appliances and equipment, if any, all walls, all ceilings, and floor within his/ her Unit including painting, decorating, carpeting and furnishings, and all other accessories which such Unit Homeowners may desire to place or maintain in his/ her Condominium Unit.

- a. The cleaning of the balconies/ patios and adjacent areas and the inside and outside of the windows facing the balconies/ patios is the responsibility of the homeowner. All windows in the unit are the responsibility of the homeowner.
- b. Maintenance and repair of the door(s) and storm doors, door frames, thresholds and locks, windows, window glass, frames, screens and latches, and the exterior doors, door frames and thresholds and hardware to storage areas are the responsibility of the homeowner. The painting of the exterior surface of such window frames, doors, door frames is the responsibility of the Association as part of normal maintenance. Damage to exterior surfaces of doors and windows due to excessive wear and tear and/or damage, will be billed back to the homeowner.
- c. The homeowner shall be responsible and pay for any water damage or waste from stoppage or breakage in the plumbing pipes, fixtures, or appliances because of misuse, neglect, or failure.
- d. Should any adjacent unit incur damage because of the negligence by a homeowner/ tenant, that homeowner will be held responsible for the cost of all repairs to the damaged unit.
- e. Changing of the air filters in the heating and air conditioning system (HVAC) shall be the responsibility of the homeowner. The homeowner is responsible for all maintenance of the unit's heating and air conditioning system (HVAC).
- f. All interior maintenance to walls, ceilings, floor coverings, appliances, fixtures, and electrical wiring is the responsibility of the homeowner.

Prolonged outside temperatures below 20 degrees F can result in frozen water pipes if precautions are not taken by the homeowner. Always maintain heat in the unit at 65 degrees F and higher. Insurance policies will not cover damage from frozen pipes if the heat has been turned off in the residence. PLEASE DO NOT TURN OFF YOUR HEAT!

3. Common Areas; Building

The general common areas and facilities consist of the entire property other than the condominium units, including without limitation, the land on which the buildings are erected and all land surrounding the buildings, the foundation, and structural members (including columns, girders, beams, and supports), and all installations designed and intended for common use.

Each homeowner has the right to use the common areas and facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other homeowners.

4. Limited Common Areas

Limited common areas and facilities include all balconies, patios, stairways, and entrance areas, and any area designated on the plans as a limited common area and facility or set out by the Board of Directors as limited common area for a unit.

Any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture which lies partially within and partially outside the boundary of a unit and which serves only that unit are limited common elements and allotted to the unit they serve.

Any shutters, awnings, window boxes, doorsteps, stoops, decks, porches, balconies, patios, all exterior doors, exterior glass surfaces, windows, door frames, thresholds and fixtures designed to serve a single unit, but located outside the units' boundaries, as defined herein, are limited common elements allotted to the unit which they serve.

Any pipe, wire, wiring, conduit, electrical circuit, panel or switch, plumbing, junction box, switch box, drain, water line or pipe, water heater or meter designed to serve a single unit but located either wholly or partly outside of the unit boundaries, as defined herein, or outside the building are limited common elements to the unit which they serve.

Any air handling ducts or drains, condenser ducts, drains or components, whether for heating or cooling designed to serve a single unit but located either wholly or partly outside of the unit boundaries, as defined herein, or outside the building are limited common elements to the unit which they serve.

The cost of maintenance and repair of a limited common element shall be the responsibility of the homeowner (except the painting of the exterior surfaces of the window frames, door frames and door thresholds which is the maintenance responsibility of the Association).

No exterior alterations are permitted without written permission from the Board of Directors. An architectural application is included as an exhibit to this document.

No attachments, awnings, or enclosures of any type are permitted.

No structural alteration to the interior of any unit may be made without the advance written approval of the Board of Directors. Such alterations include, but shall not be limited to, the moving of walls and installation of new flooring.

No homeowner/ tenant shall mark, paint, or drill, or in any way deface any exterior walls, doors, shrubbery, or grounds.

Entrance ways, patios and balconies shall be kept clean, and newspapers are to be picked up daily. No planters are allowed beside a unit entrance or on walkway.

Grills

Section 504.8 of the North Carolina State Fire Prevention Code prohibits outdoor grilling within 10 feet vertically and horizontally of combustible materials of all occupancies except one- and two-family dwellings and townhouses. The code applies to charcoal grills, LP gas grills, natural gas grills, hibachis, smokers, or any appliance which uses an open flame to cook. These regulations apply only when grills are in use. The storage of grills when they are not in use, or when they are cool and not subject to creating a fire hazard, is not regulated by this requirement. These regulations also apply to portable electric grills if the grill contains loose heat storage material such as lava rocks. Electric cords for electric grills should be three wires grounded and of the proper size to carry the amps or wattage of the grill. Use of an extension cord is not acceptable or safe.

5. Noise

No noxious, offensive, dangerous, or unsafe activity shall be carried on in a Unit affecting the Common Elements, or on the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Homeowners or occupants or interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designated. No Unit Homeowner or occupant shall make or permit any disturbing noises or permit anything to be done that will interfere with the rights, comforts, or convenience of other Unit Homeowner occupants.

Homeowners are requested to be considerate of other residents. Please restrict activities to reasonable hours. All homeowners, guests, tenants, and occupants shall reduce noise levels between the hours of 10: 00 pm and 7:00 am Sundays through Thursdays and, between midnight and 8:00am Fridays, Saturdays and nights preceding holidays. During the quiet times, noises include but are not limited to the following:

- a. Loud sounds or commotion such as laughing, talking, running, or jumping in units or common areas which can be heard in neighboring units or exterior common areas.
- b. Use of vacuum cleaners, typewriters, tools for pounding, drilling, sawing, construction and the like.
- c. Use of augmented sound instruments (telephone, televisions, stereos, keyboards, and other musical instruments, etc.) without reduction in sound and heard in neighboring units or exterior common areas.

- d. Residents who are disturbed by a loud and or continuous noise should contact Raleigh Police Department if the disturbance is a violation of the city's noise ordinance. Residents may also lodge a complaint with the Managing Agent, citing the date, time, duration of event, and type of noise observed.

6. Emergencies

If the immediate assistance of the Police Department, the Fire Department, an ambulance, or a doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc. should be brought to the immediate attention of the Managing Agent. The Managing Agent is authorized to forcibly enter a unit in the event there is an emergency with flooding, electrical shorting outages or fire that presents a hazard to the neighboring unit(s) and the residents of said unit(s) is not immediately available or there is a medical emergency involving the resident of said unit. Residents shall be responsible for any costs incurred because of a forcible entry due to an emergency.

7. Signs

No signs, plaques or any other commercial or decorative signs may be installed outside the unit. No advertisements, "For Sale" or "For Rent" may be displayed on the property. No signs, ads or solicitations are permitted in or around the condominium property.

8. Pets

Pets are not permitted to run free at any time. All pets must be kept on a leash and accompanied by the homeowner when outside the unit.

Only small animals, i.e., dogs, cats, fish, and birds are permitted to be kept as pets. No horses, livestock, wild animals, or undomesticated animals are permitted within the community.

Pet owners are responsible for cleaning up after their pets. Collected waste should be immediately disposed of appropriately in the trash containers.

Disposal of cat litter, fish tank gravel, bird cage mulch, or other such pet waste and debris shall be placed in an appropriate container and put in the trash containers.

Pets shall not be kept, bred, or used for any commercial purposes. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their homeownership of pets in the condominium. Residents are responsible for visiting pets which are subject to the same restrictions as pets of residents.

Any damage to property or injury to anyone will be the direct burden of the homeowner of the animal.

Pet owners are responsible for knowledge and compliance with Animal Control Laws including licensing of dogs and cats.

9. Trash Disposal

All trash is to be placed IN the trash and recycle containers provided. Pickup will be from those locations only. Homeowners and occupants will be responsible for removal of trash from their Units to the pick-up locations. Trash is to be deposited within the designated locations and the area is to be kept neat, clean, and free of debris.

Trash is not permitted on the balcony, in the common hallway or outside any Unit at any time.

No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris, or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, or terraces.

No furniture, mattresses, building materials, carpets, appliances etc., are permitted to be placed in dumpsters. Residents are responsible for arranging removal of such bulk items from the site. Residents who leave bulky items in common areas will be charged back for any removal fees.

10. Guests

The unit occupants are always responsible for the reasonable conduct of the occupant's guests.

11. Air-Conditioning

Window air-conditioning units or fans are not permitted.

12. Flooring

Installation or replacement of hardwood flooring material (i.e., ceramic tile, marble, wood etc.) requires inclusion of an acoustic underlayment. The combination of flooring material and underlayment must achieve 50 IIC (Impact Isolation Class).

Cutting, hipping, or coring of concrete walls, floors or ceilings is prohibited.

13. Seasonal and Holiday Decorations

Seasonal decorations (including lights) should be removed within two weeks (14 days) of the holiday.

14. Doors

All exterior doors, door frames and thresholds, door glass, door screens and associated door hardware, if any, are a part of the respective unit and shall be maintained by the respective unit homeowner.

Storm doors with full view glass and screen inserts are permitted in a color to match the door frame trim.

15. **Insurance Coverage, Loss Prevention, Reporting Damage & Insurance Claims**
Condominium homeowners are responsible for purchasing and maintaining standard condominium homeowner's insurance coverage. Such coverage shall be sufficient to cover all contents and upgrades, as well as general liability.

Section 20.02 of the Declaration for Mellow Field Condominium (page 15) states,
"Whenever the maintenance, repair and replacement of any item for which the Owner of the Condominium Unit is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner of such Condominium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductible provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, use, repair, or replacement. However, the Unit Owners shall make payment for the required maintenance, repair, or replacement out of the Unit Owner's own funds, and shall be subsequently reimbursed by the amount of insurance received by the Association at such time as the insurance is received by the Association. If not promptly paid by the Unit Owner, the Association may assess the Owner therefore and the same shall become a lien against the Unit of the Owner as provided herein."

What can you do to help minimize such claims? The #1 source of property damage in condominiums is WATER. Some basic steps to take to minimize water damage claims are:

- Turn off the water supply valves to your washer when it is not in use and purchase the steel wrapped water supply hoses for your washer.
- Turn off the water supply to your hot water heater and sinks when you leave town.
- Never fill the tub up to the overflow valve.
- Be sure to use a shower line and place that liner inside the tub.
- Immediately clean up any spills.
- Check the water supply line to your refrigerator's icemaker or water dispenser annually
- Don't turn on the washer or dishwasher before you go to sleep or leave your condominium.
- Put a strainer over your shower and sink drains to avoid hair build-up in the drains.

- Place drip pans under all planters (inside and outside plants) and don't over water the plants.
- Keep the number of a plumber handy for emergencies.
- Know where the water supply valve is for your unit and know how to turn it off.
- Make sure the water supply lines under your sinks and to your toilets are in good Condition.
- Get to know the unit residents besides, below, and above you and get their emergency contact numbers so that you may reach them in case of a maintenance emergency.

What do you do if you have water infiltrating your unit? **Contact** the unit owners who appear to be the source of the problems and get them to turn off the appliance or fixture that is causing the problem or turn off the water supply to the unit if the source is not immediately identifiable. If you cannot locate these, call York Properties at 919-821-1350 and ask for the property manager. If the property manager cannot be reached or, if it is after hours, call 919-821-1350, follow the prompts and leave a detailed message for York Maintenance. The on-call maintenance manager will return your call.

If the water infiltration is on-going and an emergency in nature, York Properties may have a locksmith gain emergency access to a unit so that a plumber can address the problem and call in a water extraction company, if deemed necessary.

If the amount of water is small and has been contained, the situation is not an emergency and may be reported to the Property Manager during regular business hours.

What do you do if you cause water damage to another unit or your own? Stop the source of the water immediately and take all steps necessary to clean up the water as soon as possible. Contact any neighboring unit residents who may be affected by the water and contact York Properties (919-821-1350) to obtain the names of plumbers and water extraction companies, as needed.

Then what? The property manager can coordinate with the unit owner(s) for the necessary repairs and will file an insurance claim under the master policy if the damage exceeds the deductible amount. The deductible shall be billed to the unit or units receiving the insurance proceeds on a pro rata basis. For example, if Unit A receives 60% of the insurance proceeds and Unit B receives 40% of the insurance proceeds, then Unit A will be responsible for 60% of the deductible and Unit B will be responsible for 40% of the deductible. The unit owner(s) will be responsible for any expenses not covered by the insurance policy. If the damage amount does not exceed the deductible amount, then the unit owner(s) will be responsible for all expenses associated with the damage.

SECTION C

RULES PERTAINING TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Soliciting

No charitable or commercial soliciting for sales of goods and services, or religious or political activities shall be permitted in the community unless approved by the Board of Directors.

2. Bicycles

Bicycles are permitted to be stored on balconies and patios, however, they are not permitted to be stored in communal areas (i.e., stairwells, tied to railings, tree or fences).

3. Protection of Common Areas

Furniture, furnishings, and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments and therefore, shall not be altered, extended, removed, or transferred to other areas without permission from the Managing Agent or the Board of Directors.

4. Damages

Each unit homeowner or tenant shall be held personally responsible for any damage or deconstruction to any common or limited common elements caused by himself, his children, his guests, or any other occupants of his/ her unit.

5. Access

The grounds, walkways, stairways, building entrances, and other similar common elements shall be used strictly for ingress and egress from the parking and building areas, and must always be kept free from obstruction.

6. Children

A unit homeowner or tenant who is the parent or guardian of minor children in the community shall be always responsible for the conduct of such children and ensure that their behavior does not violate any of these Rules and Regulations. Any violation of the Rules and Regulations by a minor child shall be the legal responsibility of such resident who is the parent or guardian of said child.

7. Landscaping

None of the community landscaping is to be removed, picked, or transplanted by any residents or guests.

8. Animal Feeding

No feeding of stray animals in the community is permitted.

9. Smoking

Smoking on balconies, patios and communal areas is permitted, however, cigarette butts must be completely extinguished and disposed of in a fireproof container in the unit. They are not to be thrown over balconies, swept off balconies and patios, tossed in the landscaping or parking lots.

10. Antenna, Satellite Dish and Similar Structures

Direct TV type dishes no larger than one (1) meter may be approved, provided that homeowner submits a completed architectural application prior to any installation. Mounting approved dishes to the exterior of the building is not permitted.

No other types of television or radio pole, antenna, aerial or tower may be constructed, installed, erected, or maintained on any balcony or patio in the community.

SECTION D

RULES PERTAINING TO VEHICLES

1. Vehicle Registration

All Homeowners and occupants will comply with North Carolina State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads and Property. All vehicles must be properly licensed, registered and have a current inspection sticker displayed.

2. Car Washing

Washing, cleaning, or polishing of vehicles is permitted only in the parking areas, to the extent permitted by law.

3. Parking Stalls

No personal items, such as lumber, furniture, crates, or any items of the like, shall be stored in the parking stalls.

4. Movement of Vehicles

Vehicles shall travel the speed designated within the community.

5. Access

No Unit homeowner, tenant or guest shall interfere with the access of other Unit homeowners and tenants to the parking spaces in their intended manner.

The following are not permitted:

- Parking in any designated "No Parking" area
- Blocking postal access to mailboxes
- Blocking handicap access to sidewalks or communal areas
- Parking on grassy areas or lawns is always prohibited
- Parking a vehicle on any street in a manner that impedes another resident's access to their vehicle

- Parking in no parking zone, as designated by painted curbs
- Blocking the sidewalk with a vehicle

6. Nuisance

No activity such as general repair, rebuilding, dismantling, repainting, or service of any vehicles shall be performed anywhere on the property (this includes changing of oil or other fluids). Major repairs are prohibited.

Vehicles positioned on blocks, lifts, or jacks are not permitted on streets or lots except for emergency repairs.

Private vehicles not legally registered or road-worthy, shall not be permitted in the community.

7. Non-Recreation

The parking area shall not be used as a recreation area.

8. Adjacent Damage

Caution should be practiced in parking, loading, or unloading to prevent damage to the adjacent vehicle or facility. Vehicle owners will be held responsible for any damage in this regard.

9. Leakage

Oil stains left by leaking vehicles are the responsibility of the resident and must be cleaned up promptly.

SECTION E

ARCHITECTURAL AND/OR DESIGN MODIFICATIONS

BLANKET APPROVAL

Items in this category do **not** require approval, provided the guidelines mentioned are followed. These three are particularly important to you because they identify which improvements are permitted and how approvals can be secured. Items not specifically mentioned here require approval.

1. Interior painting of the unit (excluding balcony/ patio walls and ceilings)
2. Application of wallpaper and wall covering to interior of unit.
3. Installation of drapery, mini-blinds, or vertical blinds.
4. New carpeting which is required to have at least 3/8 "thick carpet pad

5. Replacement of kitchen and bathroom faucets, toilets, sinks, cabinets (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other non-built-in appliances.
6. Installation of shower doors.
7. Replacement of window screens.
8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls if the wiring is covered with an electrical raceway.
9. Replacement of existing vinyl flooring in kitchens and bathrooms with vinyl flooring.

APPROVAL IS REQUIRED

1. Replacement of a bathtub or shower.
2. Relocation of concealed electrical lines, junction boxes and other electrical components concealed in a non-load bearing interior wall.
3. Any relocation and/or alteration to non-load bearing walls.
4. Replacement of kitchen and bathroom cabinets requiring electrical wiring at their original locations.
5. Flooring
6. Relocation of plumbing and drain lines away from their original position
7. Relocation of common drain plumbing or water lines
8. Relocation of toilet, sink or lavatory.

SECTION F

RULES PERTAINING TO VIOLATION OF ASSOCIATION RULES

These procedures pertain to violations of the Rules & Regulations, as well as any alterations or architectural changes that are made without the required approval of the Board of Directors. A violation may require removal or modification of the work at the expense of the property homeowner.

When a violation is determined to have occurred, the following steps shall be taken:

1. The Board of Directors will investigate any reported violation and attempt to bring the homeowner into compliance. Homeowners will be notified in writing of the violation and are expected to bring the violation into compliance within a specified period.
2. Should the homeowner fail to act upon the recommendations for corrections the homeowner shall be invited to hearing with the BOD where the homeowner will have an opportunity to be heard and present evidence. Failure to appear shall result in a fine, which will begin to accrue five (5) days after the date of the hearing. However, if the violation is brought into compliance prior to the hearing, no hearing will be necessary.
3. After the hearing, the BOD shall respond to the homeowner with a decision, in writing, within five (5) days. Any penalties or costs relating to the violation (and the date from which the accrual shall begin, which will be no sooner than 5 days after the hearing date) shall be noted in the letter from the BOD.

Fines: Fines will be levied daily of \$100 per day, per violation, until the violation is rectified. The North Carolina Community Act effective in January 2006 allows planned residential communities the ability to fine at a minimum up to \$100/ day to uphold standards that will protect and insure homeowners of maintained property values, with regard to holding all property homeowners accountable for abiding by the existing covenants.

Fees: A violation may also result in payment of damages incurred by the Association in having the work removed or modified, as well as a fine assessed by the Association. Attorneys' fees, court costs, and site assessments will all be incorporated into the fine process.

****Please remember Homeowner's are responsible for the actions of their tenants. ****

**Mellow Field Condominium, Inc.
Architectural Request**

Name: _____ **Date:** _____

Address: _____

Daytime Phone: _____ **Cell Phone:** _____

E-mail Address: _____

Request: _____

Description of Materials _____

REQUIRED: (1) Please draw the improvement on a plat map with a side view indicated.
(2) Attach drawings, maps, pictures and/or additional information.

UNIT PLAN, RENDERING AND SIGNATURE REQUIRED ON ALL APPLICATION

I understand that the Board of Directors (or its Architectural Committee) will review this application. I further understand that the Board of Directors (or its Architectural Committee) has the authority to approve, approve with conditions or deny this request and that there is no appeal other than resubmission of a modified request. I further understand that the placement and design of my improvement must meet the architectural guidelines, regardless of my submission or errant approval of such submission. A variance from standards must be noted by the committee in the comments section below. Please note the Board/Committee is allowed up to 30 days to render a decision.

Signature

Date

(Initial here) **Submission without a Plat Map/Survey:** I hereby Certify that my mortgage company did not require a survey. In lieu of a recorded plan map, I certify that the attached rendering is true, complete, and correctly drawn to scale to the best of my knowledge. As lot Owner I accept liability for any inaccuracies that may be proven in the future, and I release the Association and its Agents from any responsibility.

(Initial here) **Disclaimer:** The Association reviews applications primarily based upon aesthetic qualities and, to a lesser degree, basic construction practices. Owners (and their contractors) are responsible for determining and ensuring that all applicable municipality, county, and state requirements are met and that all necessary permits, variances, etc. are obtained. Should the requirements set forth by the municipality, county and state be more stringent/restrictive than those established by the Association, the more stringent/restrictive requirements prevail.