

RULES & REGULATIONS

CROSSWINDS HOMEOWNERS ASSOCIATION, Inc.

This document contains excerpts from the Covenants, Bylaws and in addition, are considered to be the Rules & Regulations

(1) ANIMALS: No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats and other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed. *(Note: All lot owners subject to New Hanover County Animal Control regulations.)* **PENALTY \$25.00 UP AFTER 1ST WARNING.**

(2) ANTENNAS: No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or it's Architectural Control Committee. *(Note: Subject to FCC Regulations.)* **PENALTY \$25.00 UP AFTER 1ST WARNING.**

(3) ASSOCIATION MEMBERSHIP: Every owner of a lot in the properties shall be a member of the Association. Membership shall be appurtenant to and many not be separated from ownership of any Lot.

(4) ASSESSMENT OBLIGATION: Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, **(a)** Annual Assessments, **(b)** Special Assessments, **(c)** Insurance Assessments and **(d)** the pro-rata share of ad-valorem taxes levied against the Common Area. Any assessment not paid within thirty (30) days after the due date shall be subject to a Late Charge Assessment in accordance with the following schedule:

FROM DUE DATE PENALTY February 15th Twenty Dollars (\$20.00) Per month (after 15th) thereafter Twenty Dollars (\$20.00) *(Note: Legal Fees incurred by the Association when dealing with Assessments will be back charged to the Lot Owner as per the CC&R's and/or Bylaws.)*

(5) ASSESSMENT PENALTIES – SPECIAL: Special Penalty Assessment(s) may be imposed against any owner for the violation by that owner, their assignees, lessees or guest of any Rule or Regulation adopted by the Board or the breach of any By-Law, or the breach of any provision of the Declaration. Initially, a Warning Letter will be issued advising the owner of the violation. If the violation is corrected within seven (7) days of the postmark of the letter, no penalty will be assessed. If the violation is not corrected within that period, special assessment penalties will be assessed in accordance with the following schedule:

OCCURRENCE ELAPSED TIME FROM POSTMARK PENALTY

1st Initial None–	Warning
2nd One Week	\$10.00 up to \$ 25.00
3rd Two Weeks	Minimum \$10.00 up to \$ 50.00
4th Three Weeks	Minimum \$10.00 up to \$100.00

Subsequent Four Weeks Minimum \$10.00 to \$100.00 *(Note: In no event shall the cumulative penalty exceed \$1500.00. Further action may be taken per the By-Laws.)* Assessment penalties apply for the violation of Rules relating to Boats and Trailers, Trash Cans, Parking and other non-compliant activities.

(6) ASSESSMENTS INSURANCE: All insurance policy premiums shall be levied against the owners equally as an “additional annual assessment”, which is in addition to the normal budgeted maintenance assessment.

(7) BUILDING & SITE IMPROVEMENTS: No dwelling, fence, wall or other structure shall be commenced, erected or maintained upon any lot in the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, colors, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the Architectural Control Committee. No dwelling shall be constructed closer than ten (10) feet to an adjoining property line unless a variance from such restriction is granted by the Association. **PENALTY \$25.00 UP AFTER 1ST WARNING.**

(8) CONSTRUCTION COMPLETION & LANDSCAPING: The exterior and landscaping of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder, due to strikes, fires, national emergency or natural calamities. *(Note: There are restrictions relating to square footage contained within a structure, amount of space allowed to be built upon on lots and amount of space that must remain “natural” on lots.)* **PENALTY \$25.00 UP AFTER 1ST WARNING.**

(9) GARBAGE-TRASH CONTAINERS: Garbage containers are to be placed out on “pickup days”. Containers are not to be left in such a manner as to be visible from the street. *(It is recommended they be stored either behind a fence, in the garage or screened by an approved (by Architectural Committee) fence or structure.)* *(See “Screening” below)* **PENALTY \$10.00 UP TO \$25.00 AFTER 1ST WARNING.**

(10) LIGHTING-EXTERIOR: All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or bulbs. **PENALTY \$10.00 UP TO \$25.00 AFTER 1ST WARNING .**

(11) LOT MAINTENANCE: In the event that any lot owner shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles, or unsightly growth or objects, the Association may intervene with all compliance costs being the lot owner's responsibility. **PENALTY \$25.00 AND UP AFTER 1ST WARNING IF ASSOCIATION ELECT TO NOT PERFORM WORK.**

(12) MAILBOXES AND POSTS: Are to be of a type as approved by the Architectural Committee. (All should be the same and kept maintained) **PENALTY \$10.00 UP TO \$25.00 AFTER 1ST WARNING.**

(13) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. **PENALTY \$25.00 AND UP AFTER 1ST WARNING.**

(14) PROPERTY USE: All lots shall be used for residential purposes only. **PENALTY \$25.00 AND UP AFTER 1ST WARNING**

(15) SCREENING: All service utilities, fuel tanks, clothes lines, wood piles and trash/garbage accumulations are to be enclosed within a fence, wall, or plant screen of a type and size approved by the Architectural Committee so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision or from any other residence within the subdivision. **PENALTY \$25.00 AND UP AFTER 1ST WARNING.**

(16) STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently. **PENALTY \$25.00 AND UP AFTER 1ST WARNING.**

(17) VEHICLES: No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicle, shall be permitted to remain on any lot at any time, unless by consent of the Association. **PENALTY \$25.00 AND UP AFTER 1ST WARNING**

(18) VEHICLES – JUNK & TRACTOR-TRAILERS: No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailers or other van or pickup type truck or vehicle larger than a ¾ ton capacity pickup truck shall be permitted on the properties. The Association shall have the right to have all such vehicles towed away at the owner's expense. **PENALTY \$25.00 AND UP AFTER 1ST WARNING UP IF ASSOCIATION ELECTS NOT TO TOW THE OFFENDING VEHICLE.**

(19) SEWER SERVICE: See Water & Sewer Service

(20) SIGNS: No signs of any kind other than professionally prepared "For Sale" signs or "Sold" signs containing no more than ten square feet, shall be permitted on any Lot or in the common area without the permission of the Board of Directors, except that a sign conforming to the New Hanover County Sign Ordinance may be displayed by Declarant on any unsold Lot so long as the Declarant owns any Lot in the Properties. (Note: 10 sq. feet) **Exception:** Political Campaign signs will be allowed ON YOUR LOT according to State laws , NOT ALLOWED on any common area, not allowed more than 45 days before an election or 10 days after. Fines will be assessed outside this window! **PENALTY \$10.00 AND UP AFTER 1ST WARNING**

(21) WATER & SEWER SERVICE: All lot owners shall be required to use water and sewer supplied by the Companies servicing the Properties for all household uses; a separate water system for the purpose of watering lawns, gardens and other outdoor uses shall not be permitted without the consent of the Association.

(22) WINDOW COVERINGS: All drapes, curtains or other similar materials hung at windows, or in any manner as to be visible from the outside of any building erected upon any lot shall be of white or neutral background material. **PENALTY \$10.00 AND UP AFTER 1ST WARNING**

(23) The use of any Temporary Storage Facility such as a POD or similar container system must have prior approval from the Home Owners Board via the Architectural Control Committee. Such storage units will be permitted for the minimum time necessary to pack or unpack as the case may be, the contents of the unit. In no event will any unit be permitted for an initial period of more than three weeks. Extensions will be available but must be approved prior to the permit expiration.

(24) Beginning January 1, 2011, due to the abuses of the privilege of bringing boats and Recreational Vehicles onsite for loading and unloading prior to use, there will be absolutely no grace period given for boats and recreational vehicles purchased and brought into Crosswinds while awaiting a permanent offsite storage home. If you buy a boat or Recreational Vehicle, have an offsite storage location arranged BEFORE you take delivery. Fines will begin immediately after the violation has been observed and warning issued. **NO EXCEPTIONS. See Rule 17 above for information and penalty.**

ENFORCEMENT (CC&R'S, BYLAWS, RULES & REGULATIONS): The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

NOTE: This document consists of excerpts from the Association Documents and is not complete. It contains the more important items about which questions might arise as well as rules adopted by the HOA Board on August 10, 2010. If you have a question relating to any of these items, you should consult the appropriate set of Documents so that you might have a complete understanding.

The CC&R's and Bylaws are available from THIS website. Click on the Area Map heading above and select your Crosswinds Section. At the top of the page links will appear for all Covenant and Bylaw documents relevant to your section.

FOR ADDITIONAL AND COMPLETE INFORMATION: PLEASE CONSULT THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED AT THE NEW HANOVER COUNTY REGISTER OF DEEDS.

WEBSITE: www.crosswindshoa.com

CONTACT INFORMATION: CROSSWINDS HOA, INC. P O BOX 12633 WILMINGTON NC 28405-0130