

CARRIAGE PARK HOMEOWNERS ASSOCIATION

Information for New Buyers of Property

WELCOME TO CARRIAGE PARK! As a new owner of property, you are automatically a member of the Carriage Park Homeowners Association. The homeowners association is a separate organization from the owner/developer company. As a member of the homeowners association, we will need to get you registered.

Section 4.14 of the Association bylaws states that “members shall be responsible for providing the Records and Information Committee with accurate Information for inclusion in the Registry of Owners.” If any member, whether resident or non-resident sells, buys or rents their property, or adds or changes any of their contact information, such as mailing address, primary phone number or e-mail address, you are required to notify the Committee by phoning or e-mailing either of the following: **Bill Holmes** at 828-698-4737, bill@wmholmes.com or, alternatively, **Ken Barget** 828-348-4334, bargets@gmail.com.

On the following pages is information you should become familiar with prior to closing on your purchase and taking ownership. This includes:

1. Moving Van Policy (access to your neighborhood may be limited by the size of your moving van; also you will need to notify the Guard Staff at 828-309-0897 when you expect your moving van to arrive.)
2. Gaining Entry to Carriage Park during hours the Guards are on duty, as well as use of the automated gate entry system.
3. “Quiet Time” Policy (in case you are contemplating having work done on your property either prior to or after moving in).
4. Rental Policy (applicable only in case you are contemplating renting out your property prior to your moving there.)

You should also contact me directly either a few days before your closing date, or as soon as possible after your closing takes place. Once you close and take ownership of your new property, you can acquire from me RFID tags for your vehicles that will open the entry gate for you automatically as you approach it. You can also ask for login credentials that give you access to the “private side” of the CPHA website, which is restricted to only owners and residents. When you meet with me to get your RFID tags, I will provide you much additional information of interest to new owners and residents regarding our amenities, facilities, and how to join in and participate in our many and widely varied Carriage Park recreational and social activities. You’re going to enjoy living here!

Bill Holmes
Chairman, CPHA Records and Information Committee
828-698-4737

CARRIAGE PARK HOMEOWNERS ASSOCIATION

BOARD OF DIRECTORS POLICY MANUAL

SECTION V: Vehicle & Road Policies

POLICY NUMBER 501–Moving Van Policy

DATE ADOPTED: April 20, 2016

Carriage Park Moving Van Policy

Truck Access Restrictions:

The roads in several of our villages have proved to be too difficult (narrow with sharp curves) for many drivers and their rigs. This has resulted in damage to properties, public and private, as well as damage to some vehicles. Also, significant losses of productive time for the driver, his team, and our neighbors are encountered on an ongoing basis. We are happy to report that we have not had an emergency vehicle prevented from reaching a destination due to a blocked road. The imminent instance is upon us unless we take a proactive stance and attempt to mitigate the occurrence.

The driver of any moving van must notify the owner who has hired him and Carriage Park Homeowners Association (CPHA) of any damages caused by him. However, the financial responsibility for repair of any damage will be with the owner who hired the moving company. We recommend that any driver follow the proposed route in an auto prior to attempting it with his rig. We also strongly recommend that the moving team transfer the load of any 18-wheeler to a straight body truck prior to shuttling to its final destination. Possible shuttle locations within Carriage Park include the tennis court parking lot and the back Park Way parking lot just below the Carriage Springs Village.

Requirements:

1. Absolutely no blocking of, or parking on, Carriage Park Way at anytime.
2. Under no circumstances may a trailer with spread axles enter Carriage Park.
3. Destinations in the following villages may not use a trailer longer than 28 feet.
 - a) Commons
 - b) Highlands
 - c) Falls
 - d) Forest
4. Destinations in the following villages may not use a trailer longer than 45 feet.
 - a) Walks I
 - b) Walks II
 - c) Summitt
 - d) Crest

e) Glen

f) West

5. Other villages (Club Knoll, Governor’s Pointe, Meadows, Narrows, Ponds, Preserve, Springs, and Woods) can handle a 48-foot trailer provided the overall length is less than 68 feet and the driver has the corresponding experience. A 53-foot trailer is not allowed in any village.
6. Trucks must back into all cul-de-sacs. The cul-de-sacs are too small for trucks to turn around.
7. Trucks with three or more axles are prohibited from traveling on the back Park Way between its intersection with the front Park Way and the entrance to Carriage Commons. Those trucks must travel around by first going up the front Park Way.

I have read these requirements, taken a tour of the route to my destination, and take responsibility for notifying the owner who has hired me and CPHA of any damages caused by me.

Driver _____ Driver's License # _____ Date _____

License No. Tractor _____ Carrier _____

Trailer _____

I (We) hereby accept all financial responsibility for repair of any damage caused by any moving company I (we) hire and hereby indemnify, defend, and hold harmless CPHA, its officers, directors, agents and employees from any claims, losses, and expenses for any damage arising out of or resulting from any negligence or misconduct in connection with the execution of the regulations expressed in this agreement.

Owner

Owner

Address

Address

CARRIAGE PARK GATE ENTRY SYSTEM

Information for non-owners and non-residents

Carriage Park is a gated, controlled access community with open access restricted to property owners and residents. All others seeking access will fall under the general category of “visitors.” Visitors can only be granted access with authorization from a property owner or resident, unless they fall within certain special classifications such as emergency vehicles, public utilities and certain contractors that perform services for the homeowners association. Additionally, registered realtors who represent either sellers or prospective buyers of Carriage Park properties are authorized to enter Carriage Park with their clients. On occasion, realtors may hold Open Houses, and during these times, unaccompanied visitors are permitted entry to attend the Open House by first checking in with the guard staff.

The Gatehouse is staffed by Guards from 6:30 am to 7:30 pm, Monday through Saturday, and 9:00 am to 5:00 pm on Sunday. All visitor access during these times is handled by checking in with the guard staff. Outside of these hours, all access by owners, residents, and visitors is controlled by the automated gate access system. Owners and residents will have radio frequency identification (RFID) tags on their vehicles that will raise the gate for them automatically as they approach it. Visitors are not permitted access outside of guard hours, unless their entry is authorized by an owner or resident. Visitors seeking access to visit an owner or resident can use the “gate call box” located on the island out front of the gatehouse. The call box has an electronic scrollable “rolodex” of all owners and residents, and visitors can use it to call their hosts and request that they open the gate for you. **WARNING!! Do NOT attempt to tailgate an owner or resident through their gate.** The gate arm will close and drop on your vehicle damaging both it and the gate mechanism. All entry into Carriage Park is recorded on cameras. You will be held financially responsible for any damage to the gate that you cause.

If you are in the process of purchasing a home in Carriage Park, even if you have signed a contract to buy a property, you are still considered a visitor until you close on your purchase and take legal ownership of the property. You cannot purchase RFID entry tags until you are an owner. Once you take ownership, you can show your closing papers to the gate guards and they will grant you access through the gate. After you close on your new property, you can call Bill Holmes, CPHA Chairman of Records and Information, at 828-698-4737 or 828-490-1862 and make arrangement to purchase and pick up RFID tags, which will give you automated access through the owners/residents gate, 24 hours a day, seven days a week.

CARRIAGE PARK HOMEOWNERS ASSOCIATION

BOARD OF DIRECTORS POLICY MANUAL

SECTION I: Introduction & Miscellaneous Policies

POLICY NUMBER 103 - Carriage Park Quiet Time

DATE ADOPTED: July 2009

DATE REVISED: February 2015

December 2015

January 2016

The Carriage Park Quiet Time policy has been established by the Board of Directors under the authority granted by the Declaration Article III, Section 10. **This policy shall apply to both property owners and contractors.**

The Quiet Hours are: Monday through Saturday: 6:00 PM to 7:00 AM

(Note: Property owners are allowed to personally perform lawn maintenance during June, July and August until 8:30 PM on the above days)

Sunday: All day

All day on the following Federal holidays:

- NEW YEAR'S DAY
- MEMORIAL DAY
- FOURTH OF JULY
- LABOR DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

This means that contractors, sub-contractors, repair persons, yard maintenance, landscape persons and haulage firms will **not** be permitted entry into the community during these hours and days. Trash haulers are exempt from this rule.

Emergency situations may arise that require public utility companies and other **repair** crews to be granted access at any time. If you have an emergency repair need, other than a public utility, please call or email the Gatehouse and let them know of the expected arrival of your repairman. If it is during non-guarded hours, give your repair person your three digit code (or have them look up your code using the call box directory) for access by use of the call box and your home phone.

Visits by professionals such as health care providers, attorneys, financial advisors, real estate brokers or other interior service providers such as cleaning services, inside painters, plumbers or like services where any noise generated is confined within the house during Quiet Time may provide services during Quiet Time. Please notify the Gatehouse by phone or email of the expected arrival time of any such service provider. These persons will be granted access but will not be authorized to solicit other residents in your neighborhood.

If you fail to notify the Gatehouse of the expected arrival of any service provider, the guard will call your home for authorization.

The Gatehouse phone number is 309-0897 and the email address is CarriageParkSecurity@Universalpro.com

Any non-emergency outdoor or loud indoor work performed by any contractor or owner (that can be heard from outside the home) and that is prohibited by the above rules or that is scheduled for or extends into the Quiet Time, must be approved in writing IN ADVANCE by the President, 1st Vice President or Controlled Access Chairman of CPHA. The person granting the exception shall notify all Board members of their decision.

Violations of this policy should be reported to the President, 1st Vice President or Controlled Access Chairman of CPHA.

Policy violations shall be subject to the following fine structure:

1st Violation - Warning letter

2nd Violation - \$100 fine

3rd Violation - Contractors Only - Suspension for 30 days

4th Violation - Contractors Only - Suspension for greater than 30 days at the discretion of the Board.

The enforcement of this policy shall follow CPHA Policy Number 1023-Rules and Rule Violations.

CARRIAGE PARK HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS POLICY MANUAL

SECTION I: Introduction & Miscellaneous Policies
POLICY NUMBER 106 – Property Rentals or Leases
DATE ADOPTED: May 2012

The Declaration for Carriage Park [Article III, Paragraph 17; See attachment 1] lists the requirements with which all owners renting or leasing their property must comply. This policy clarifies the requirements for both owners and lessees/renters. All of the documents cited in this Policy are available on the cphassn.org website or upon request.

Requirements for Owners Renting or Leasing their Property

Leases must be for the entire unit (house or townhome). No portion of a unit may be sublet.

Leases must be for a minimum of six months

- Shorter terms are allowed only to facilitate the transfer of property (see Attachment 1 for details)

Leases shall be in writing and provide that:

- The terms of the lease shall be subject to the provisions of the Declaration, ByLaws and the Rules and Regulations (which are included in the Policy Manual) of the Association. A copy of these governing documents shall be provided to the lessee/renter.
- Any failure by the lessee to comply with the terms of such documents shall be a default under the lease and the Board of Directors shall have the right and is vested with the power to cause the lease to terminate and to have the defaulting resident removed from Carriage Park.
- Attachment 2 is a supplement suitable for attachment to any standard lease agreement that will ensure that the requirements set forth in the Declaration are satisfied.

When leasing property, the owner shall

- Notify the Secretary of the Association with the Name of the lessee, the term (start and end dates) of the lease and the rental agent, if applicable.
- Provide the Secretary with a copy of the portions of the lease that indicates that the lease complies with the above requirements.

Requirements for Residents who are Renters or Lessees

All renters or lessees of homes in Carriage Park must comply with the terms of the Declaration, ByLaws and all Rules and Regulations (Policies) of Carriage Park.

Policy Number 106 – Property Rentals or Leases

Date Adopted: May 2012

Attachment 1 – Declaration for Carriage Park, Article III, Paragraph 17

With the exception of the Declarant, or with the exception of a lender in possession of a lot or unit following a default in a mortgage, a foreclosure proceeding or any Deed or other arrangement in the place of foreclosure in which a lender in possession receives title, no owner shall be permitted to lease his lot or unit for transient or hotel purposes. No owner may lease less than his entire lot or unit. No owner may lease his lot or unit for periods of time less than six months.

Notwithstanding this, temporary occupancy of lots and units will be permitted by purchasers or sellers of lots or units to facilitate the transfer of the lot or unit from a seller to a purchaser (by way of example, by agreement between a seller and a purchaser, a seller may continue to occupy a lot or unit after its sale or a purchaser may occupy a lot or unit prior to closing on the purchase of the lot or unit). Any lease agreement affecting a lot or unit shall be in writing and shall provide that the terms of the lease shall be subject to the provisions of this Declaration, the Charter, ByLaws and the Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease and Declarant or the Board of Directors (or both) shall have the right and are vested with the power to cause the lease to terminate and have the defaulting resident removed from the Property. The leasing of apartment units and commercial parcels shall not be subject to the provisions of this paragraph, nor shall the leasing of any lot or unit for the purpose of creating or maintaining a model home or unit be subject to the provisions of this paragraph.

Policy Number 106 – Property Rentals or Leases

Date Adopted: May 2012

**LEASE ADDENDUM
FOR
CARRIAGE PARK HOMEOWNERS' ASSOCIATION, INC. ("CPHOA")**

Return to: CPHOA SECRETARY: PO Box 1793, Hendersonville, NC 28739

Owner/Tenant: Please review this Addendum carefully and provide the following information for CPHOA's records. Please keep this information updated to improve communications and ensure receipt of important notices that may affect your legal rights.

THIS ADDENDUM is hereby made to and incorporated within that Lease Agreement ("Lease") executed on or about the _____ day of _____, 20____, for a lease term beginning _____ and ending _____

of: _____
Property Description & Street Address of leased property ("Property")

between: _____
List ALL Property owners/duly authorized leasing agents (mutually hereinafter "Owner")

Owner's Mailing Address (to be used for notices of violation) PHONE

and: _____
List ALL Tenants (mutually hereinafter "Tenant")

Tenant's Mailing Address PHONE

The parties having completely read this Addendum and fully understanding its terms agree as follows:

1. The Property is located within and is part of a planned community development known as Carriage Park located in Henderson County, NC. As such, all Property owner/occupants including without limitation any and all Tenants thereof, are subject to certain restrictions/limitations on the use of the Property and/or Carriage Park itself, including without limitation those contained within the following instruments, as amended:
 - a. The recorded Declaration of Carriage Park, as amended (including Article III, Paragraph 17.)*
 - b. The CPHOA Articles of Incorporation & CPHOA By-Laws
 - c. The CPHOA Rules & Regulations (including Policy Number 106 regarding leases)*
 - d. Any applicable Neighborhood Declarations and/or Rules & Regulations
2. Tenant's lease, occupancy, and possession of the Property shall at all times be in full compliance with any and all applicable restrictions/limitations affecting the Property and/or Carriage Park. Owner shall be solely responsible for all violations thereof by Tenant. Any violations by Tenant will be communicated to Owner, and Owner shall be solely responsible to CPHOA for any related fines or consequences as a result thereof and shall ensure Tenant's ongoing compliance/non-violation thereof.
3. Notwithstanding the foregoing, and in addition to any other remedies available to CPHOA provided for hereunder or by law, any violations by Tenant which are not cured within a reasonable period of time following notice thereof to Owner shall be considered a default under the Lease and CPHOA shall have the right, and is hereby vested with the power, to terminate the Lease and have the defaulting Tenant removed from the Property through summary ejection, or by any other legal or equitable remedy available at such time.
4. Owner and Tenant have both carefully read and reviewed this Addendum in its entirety and have both been provided with a reasonable opportunity to investigate and review the matters addressed herein, including an opportunity to obtain any and all instruments referred to herein or otherwise affecting the Property, and to consult with independent legal counsel regarding such matters, prior to executing this Addendum.

Policy Number 106 – Property Rentals or Leases

Date Adopted: May 2012

5. *Owner and Tenant each warrant to CPHOA that they have each carefully read and understand the specific instruments underlined above in Section 1. of this Addendum, and that the Lease entered into shall not violate any of the provisions thereof.
6. Owner and Tenant each warrant to CPHOA that the names listed as “Owner” and “Tenant” hereinabove, and each of which shall execute this Addendum constitute ALL the names of each and every owner/tenant respectively.
7. This Addendum is made a part of, and shall supersede and control over, any and all contrary provisions of the Lease to which this Addendum is made.
8. No modification of this Addendum shall be valid unless approved in writing by the CPHOA. This Addendum shall be binding upon the parties together with their respective heirs, successors, or assigns. Any provision(s) of this Addendum determined to be unenforceable shall not invalidate the remaining provision(s) hereof which shall continue in full force and effect. This Addendum may be executed in duplicate counterparts, each of which shall be deemed an original document between the parties.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals effective as of the earlier of: the date first stated hereinabove or the actual date of execution hereof.

ALL OWNER(S)

ALL TENANT(S)

_____ (SEAL)

_____ (SEAL)

_____ PRINT

_____ PRINT

_____ DATE

_____ DATE

_____ (SEAL)

_____ (SEAL)

_____ PRINT

_____ PRINT

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_____ (SEAL)

_____ (SEAL)

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_____ DATE

_____ DATE

ATTACH ADDITIONAL SIGNATURE PAGES
IF NECESSARY

CPHOA

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