

Article V
Non-Member

The Following Non-Member Categories Apply to this Article:
Tenants, Guests/Visitors, Service Providers, Contractors

Note: Capitalized terms are defined in [Appendix A, Definitions & Forms](#)

1. **Rental or Leasing of Improved Lots.** The rental or leasing of Improved Lots is covered by Article XVIII of the Declaration of Restrictive Covenants, and in addition the rental or leasing of Improved Lots is subject to the following conditions:
 - A. **Standing.** Members who rent/lease their property must be in good standing with the Community.
 - B. **Subleasing Prohibited.** Housing Units occupied by Tenants may not be sublet by any Tenant in any situation.
 - C. **Rental Forms.** A ["Tenant Registration Form for Connetsee Falls Residence"](#) (referred to herein as a "Rental Form") must be submitted to the Association's Administration Office by every Member who rents, leases, or intends to rent or lease an Improved Lot for any period of time. The required time for submission of this form is stipulated in the Declaration which requires the Rental Form to be submitted no less than three (3) business days prior to the beginning of the lease period. Failure to do so may subject the Member to a fine in accordance with the provisions set forth below.
2. **Execution of Rental Agreements.** Only the Member or an agency that is under contract to manage such property for the Member is authorized to execute a rental agreement for a Housing Unit in the Community. A letter from the Member naming the agent authorized to rent their property must be attached to the Rental Form and kept on file at the Administration Office or authorized CFPOA agent.
3. **Submission of Rental Agreements.** A copy of the Rental Agreement (with rental costs redacted/blacked out) must be submitted to the Administration Office, along with a completed Rental Form and the applicable registration fee a minimum of three (3) business days in advance of commencement of the rental period.
4. **Registration Fee.** The Member will be charged a registration fee for each Rental Agreement lease term. Family members of the Member are excluded from any registration fees. All Tenants will pay applicable fees in advance for the period of their occupancy.

5. **Tenant Community Access.** Tenants will be issued a bar-coded Entrance Gate access pass which will include a termination date coinciding with the expiration of their rental period. The issuance of this pass shall be construed as a revocable license to enter Connestee Falls during the period of the rental agreement. Members should not provide their issued RFID Key Fobs to any Non-Members other than Resident Affiliates.
- A. **Non-restricted Uses of Tenants and Guests/Visitors Pass.** The following amenities are accessible to all Tenants and Guests/Visitors without fees during normal operating hours: Clubhouse, tennis courts, pickle ball courts, parks, hiking trails, bocce courts, golf driving range and putting practice greens and must adhere to any listed (posted or on-line) protocols. Driving range balls can be purchased through the on-site automated ball dispersing unit utilizing a charge or debit card only.
- B. **Restricted Amenity Access to the Activity and Wellness Center by Tenants and Guests/Visitors.** Unlimited access to the Activity and Wellness Center is restricted to Members and Resident Affiliates who have paid for membership and requires a Member RFID Key Fob for building access. Access to and use of any internal facilities/functions once inside the Activity and Wellness Center requires the RFID Key FOB and sign in at the reception desk. Arrangements can be made for daily and multi-day Non-Member access with associated fees paid in advance.
- C. **Restricted Amenity Access to the Golf Course by Tenants and Guests/Visitors.** Access to use the Golf Course is available through on-line Tee Time signup or registering for Tee Times through the golf shop, in person or over the telephone. Fees cannot be charged to a Member account and Tenants and/or Guests/Visitors must make payment via cash/check/credit/debit card accepted by the CFPOA. As noted in Section A above, the driving range, pitching and putting practice greens are open for use by anyone during normal operating hours and driving range balls can be purchased utilizing a charge or debit card only.
- D. **Connestee Falls Dining.** Non-Members may utilize dining facilities and are encouraged to make reservations in advance by contacting the reservation desk. Any dining charges incurred by Tenants and/or Guests/Visitors cannot be charged to a Member account and the Tenants and/or Guests/Visitors must make payment via cash/check/credit/debit card accepted by the CFPOA.
- E. **Community Organic Gardens.** Use of the Organic Gardens is restricted to Members who are members of the Organic Garden Club.
- F. **Community Dog Park.** Use of the Dog Park is restricted to Members who belong to the Connestee Falls Dog Owners Group and Tenants and Guests/Visitors may contact the Connestee Administration Office to inquire about temporary day access or for multiday access with appropriate fees. Access fees cannot be charged to a Member account and must

make payment via cash/check/credit/debit card accepted by the CFPOA.

- G. **Pool.** The Pool requires an RFID Key Fob for entry. Member must contact Admin (or fill out registration form) in advance of any tenants/guest/visitors to inquire about Key Fob assignment (and any associated fees) for their Non-Member Aquatic Center guests. These Key Fobs will be assigned for the lease duration and then disabled at the end of the lease duration.
- H. **Trash/Recyclables.** Homeowner (Member) is required to post to their Non-Member visitors that no trash should be left outside overnight and provide posted instructions that all trash/recyclables be disposed of at the [See Off Mountain Road County Collection Center](#) during normal operating hours or take with them for personal disposal at the end of their visit.

6. **Responsibility for Non-Member Fees/Charges.** The Member shall be ultimately responsible for the payment of all applicable fees and charges that are not paid by a Non-Member who has been provided entrance in the Community by the Member. The Member is also responsible for the payment of penalties, fines or other charges levied upon the Non-Member and not paid by the Non-Member. Registration fees and any fraudulent charges are ultimately the responsibility of Member responsible for allowing the Non-Member access to the Community.

7. **Community Member Guidelines.** The Member is ultimately responsible for their Non-Member's (including Resident Affiliates) adherence to all requirements of the Governing Documents. The Member is responsible for providing these Rules and Regulations in writing to every Tenant as part of their rental document package on arrival in the Community and should be posted prominently within the rental property premises. These same Rules and Regulation along with the following Guidelines will also be provided to Community Security personnel for distribution to all new gate entrants who are identified as Tenants and Guests/Visitors thereof.

The Member is responsible for supporting Connestee Falls Community safety and quality of life by communicating the applicable Rules and Regulations applicable to Members and Non-Members regarding living in the Community, including the items listed below, and implementing the following with respect to all Non-Members associated with the Member:

- A. **Ban disruptive and unauthorized parties** that could be a nuisance to neighbors and the overall community.
- B. **Exterior Lighting – No exterior lights on past 11pm, 7 days/week.** Members should have any exterior lights or lights on poles/trees set on timers to turn off no later than 11 pm every night and/or instruct visiting Non-Members that such exterior lights must be manually turned off no later than 11pm every night. Tenants and Guests/Visitors must adhere to the same rule and be told by the Member to comply with this rule. Member outdoor lighting must not point at a neighbor's Housing Unit at any time or towards any roadway. [Article IV](#)

- C. **Firearms are prohibited.** Under no circumstances are firearms to be carried on or in Connestee Falls Association buildings or Common Areas. Carrying a firearm elsewhere in the Community requires the firearm carrier to have a valid permit consistent with applicable county, state and federal law. Reference Article IV.
- D. **Fireworks/Firecrackers.** Fireworks and firecrackers are always prohibited throughout the Community. Article IV
- E. **Open burning.** Open burning, including open fire pits and bonfires, are prohibited throughout the Community. Article IV
- F. **Loud Noises are Prohibited.** Loud noises that could interfere with the residential and ambient natural environment are prohibited. Article IV
- G. **Parking Limitations.** Parking should be constrained to the Member access driveway(s). During the day overflow parking can be off the roadway but with all vehicles tires off the pavement. Emergency parking is supported for severe weather events if all vehicle wheels are off the pavement. Overnight parking can be found at the Clubhouse parking lots. Article III
- H. **Recreational Vehicle Parking.** No overnight parking of recreational vehicles and/or watercraft are permitted without explicit authorization from the General Manager. The General Manager may authorize overnight storage locations in the Community recreational storage lots at a charge. Members may take their recreational vehicles and/or boats to their Member's property for a 48-hour window for loading and unloading within the property owner's property lines. Non-members, with prior notification of Security, may have their recreational vehicle and/or boat located at the housing unit for no more than 24 hours, otherwise the Community RV storage lots are the longer-term alternative, with a fee. Article III
- I. **Restrictions on the Use of Drones within the Connestee Falls Community.** As set forth in more detail in Article XXIII, the recreational Use of Drones is restricted to the airspace associated with the Member 's Improved Lot. Any pictures taken must be confined to the area within the property boundaries of the Lot occupied by the Drone operator. Recreational use Drones should NOT be flown over CFPOA common areas. Requests to launch or recover recreational use Drones from CFPOA owned property require the prior approval of the General Manager. Drone operators are expected to operate Drones responsibly and safely, and without creating a nuisance to other Community Members. The use of Drones for commercial purposes within Connestee Falls is permitted only with the prior approval of the General Manager
- J. **Dogs/Animals.** All dogs must be kept on a leash outside of the Member's Improved Lot.

At all times the dog must be kept under control. The dog's owner is responsible for any damage to person or property caused by the dog. No animals shall be kept or maintained on any lot, except for the usual household pets, not to exceed three (3), which should be kept confined so as not to become a nuisance. No animals shall be kept, bred, or maintained for commercial purposes. Article VI

- K. **Lake Berms.** The berm areas around each of the lakes are considered private property and signs are posted accordingly. Use of lake berms (such as for walking) is prohibited unless prior approval of the Lot owner of the berm area is obtained. Please respect the rights of these Member homeowners.

8. Non-Member Violations.

- A. **Notice of Violation.** Should the Non-Member or a member of their household violate any provisions of the Governing Documents, the General Manager shall notify the Member in writing and may request the Member to evict the Non-Member if they are a Tenant and/or ask the offending Guest/Visitor, Service Provider or Contractor to leave the Community immediately.
- B. **Failure to Evict.** Consistent with the provisions of Article VI.5.E, if an offending Tenant is not evicted within forty-five (45) days after the Member has been requested to do so, each day of a Tenant's occupancy thereafter may constitute a separate and distinct Violation of this Article V and may subject the Member to penalties and/or fines for each day of continued Violation.
- C. **Alternative to Eviction.** In lieu of eviction, and at the sole discretion of the General Manager, an alleged Violation may be referred to the Judicial Committee for disposition in accordance with provisions of Article XXIII of these Rules and Regulations.