

# **ASHLEY WOODS**

## **PROPERTY OWNERS ASSOCIATION**

### **Rules and Regulations**

*revised as of 12/2012*

Pursuant to Article 12.1 of the By-laws and according to North Carolina law, the Board of Directors has the authority to establish additional policies that are not covered in the Terms, Conditions, Restrictions and Covenants and the By-Laws (“Governing Documents”). The current Rules and Regulations are defined below. Amendments to this document will be made available to all property owners and posted on the website.

#### 1. Fines

- a. Per our governing documents and North Carolina law, violation of any of the Terms, Conditions, Restrictions and Covenants and/or Rules and Regulations may result in a fine.
- b. As allowed by our Governing Documents and/or state law, fines may range from \$100 – \$250 per violation and/or violation notification.

#### 2. Pets

- a. Pet owners must comply with all applicable Buncombe County Animal Control Ordinances.
- b. When not confined on a lot via a visible or invisible fence, all dogs should be on a leash.
- c. Property owners with dogs are expected to pick up after their dogs when they defecate.

#### 3. Parking

- a. On-street overnight parking is prohibited and subject to fines.
- b. Pursuant to Article 3, number 17, property owners should park their vehicles in the appropriate driveways. Every home contains a 2-car garage as a minimum. The primary storage area for vehicles is inside the garage; a secondary parking area is the driveway. If vehicles cannot be parked in the garage or in the driveway, owners must arrange for off-site vehicle storage to avoid parking on the street overnight or for periods of six (6) hours or longer. Further, parking on the grass or any other part of a lot is prohibited.
- c. All vehicles must be parked so as not to damage vegetation or impede traffic, including, but not limited to on-street parking within 50 yards of an intersection.

#### 4. Rentals

- a. No rental of less than the entire single-family dwelling and for less than six (6) months is permitted.
- b. Property owners and their tenants are encouraged to complete the Rental Notification Form, which the Association uses to communicate with tenants when necessary.
- c. It is the responsibility of owners who operate rental properties to ensure their tenants fully understand and comply with the Governing Documents and these Rules & Regulations. Property Owners will be held accountable for the actions of their tenants.

#### 5. Signs

- a. Signs in common areas are prohibited, with the exception of Open House and Yard/Garage Sale signs, which may be placed at the entrance to Ashley Woods for a period not to exceed 24-hours.
- b. A board member will remove signs remaining up after the prescribed period of time as well as any unauthorized signs. Removed signs may be retrieved from the Board, but will be discarded after ten (10) days.

#### 6. Architectural Review Committee (“ARC”)

- a. Pursuant to our Governing Documents, the ARC has authority with regard to approving such items as construction, improvements, plans and landscaping affecting any lot in Ashley Woods. Additionally,

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fees associated with the review of submissions to the ARC have been in place and are hereby being modified as specified below.

- b. For any submission to the ARC to approve new construction, building plans, landscape plans or elevation changes to any vacant lot, the following fees apply:
  - i. An application Fee of \$250.00, made payable to “Ashley Woods POA,” shall accompany the initial application submitted to the ARC; and
  - ii. Upon notification from the ARC that the submitted application is complete and ready for review by the ARC, a refundable (contingent as detailed below) Construction Deposit of \$2,000.00, made payable to “Ashley Woods POA,” shall be submitted to the ARC.
  - iii. The ARC will hold the Construction Deposit in escrow until completion of the submitted application/plans and subsequent inspection by the ARC. If no unapproved changes were made, the Construction Deposit will be returned to the applicant. However, if any unapproved changes are or were made, the entire Construction Deposit shall be forfeited to the Ashley Woods Property Owners Association. Applicants specifically acknowledge that the submission of a signed application to the ARC indicate their agreement to these Rules & Regulations as applicable to the ARC and the associated fees.

Thank you in advance for your understanding, cooperation and compliance.