

## **HOLLYBROOK CONDOMINIUMS RULES AND REGULATIONS**

ALL OWNERS OF UNITS, THEIR FAMILIES, TENANTS AND/OR GUESTS SHALL ABIDE BY THE FOLLOWING RULES AND REGULATIONS:

1. All Owners, Residents, Tenants, or Guests, and anyone else using or visiting any unit or the common area and facilities shall conform to and abide by all terms, conditions, and obligations imposed by the Declaration of Unit Ownership, the Bylaws of this Association, these Rules and Regulations, and any Management Agreement that may be entered into by this Association, and/or any other documents or amendments thereto executed pursuant to the Declaration of Unit Ownership. All owners and unit residents have an obligation to make their guests aware of these restrictions.
2. No use may be made of any condominium unit which is in violation of any federal, state, county, or municipal law, statute, ordinance, or administrative rule or regulation, or which would be injurious to the reputation of the condominium Association.
3. In accordance with the condominium Declaration of Unit Ownership members shall not use their unit for any purpose other than a single family residence. Long term rentals are not an option. There is a leasing rotation policy in place.
4. **ANIMALS** - No animals shall be kept on the Condominium property except normal, small household pets ordinarily kept in homes (adult size limit 25 lbs.). No more than one pet may be housed within a unit without the written permission of the Board. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions, or other nuisance. All cats and dogs must comply with county regulations regarding rabies vaccinations. When such pet is allowed outside the living unit, the pet must be on a leash and any animal droppings which occur during such time must be immediately collected by the owner. If a pet causes a continual disturbance, such as barking, the affected residents may enter a formal complaint. The owner of the pet will then be given a ten-day notice by the Association to remove the pet from the premises or be subject to a daily fine of \$100.00.
5. No article shall be placed on or hung from any common area, including but not limited to, the exterior of windows, outer walls, railings, fences, decks, patios, or front porches except those articles of personal property of all unit owners or of the Association. The attachment of awnings, screenings, curtains, or other projections to the outside walls, roofs, doors, windows, patios and/or decks, railings shall not be made without the express consent of the Board of Directors as to form, design, and color. No other modification to the exterior shall be permitted. Decks shall not be used for storage. No bird feeders or intentional attempts to feed the bears. No resident shall intentionally allow anything to fall or be thrown from any window or door of their unit.
6. Unit owners, members of their families, guests, residents, or tenants shall not use sidewalks, driveways, parking areas, or entrances as play areas. Grass areas may be used for play areas but must be controlled as to excessive noise by the family involved, and no toys shall be left unattended or scattered in any such play area. Abuse of this privilege will be referred to the Board for remedy.
7. The Association assumes no liability for any loss or damage to articles stored in any common or other area.
8. Owners shall promptly pay all assessments levied by the Association when the same shall become due the FIRST DAY OF EACH MONTH. When an owner's current payment of an

assessment is not paid on or before the FIFTEENTH DAY OF THE MONTH DUE, a late charge of FORTY FIVE (\$45.00) DOLLARS shall be charged to the account by authorization of the Board, and an additional FORTY FIVE (\$45.00) DOLLARS shall be charged to the account on the FIFTEENTH DAY OF THE MONTH THEREAFTER that the account remains with any portion in arrears.

The account will also incur any fine established by the Board of Directors, currently ONE HUNDRED (\$100.00) DOLLARS, for the violation of any Rules and Regulations, chargeable at the time of due date notification and each succeeding month that the said account remains in arrears. When the said account has remained unpaid, in full for a period of FORTY-FIVE (45) DAYS from the date the payment was first due, then such account will be referred to an attorney for collection, and a lien will be placed against the property without exception. In addition, delinquent unit owners shall be liable for all costs to the Association, including reasonable attorney's fees, for the collection of such unpaid assessments. If a unit owner shall be in default in the payment of an installment upon an assessment, the Association may accelerate the remaining installments upon notice to a unit owner, and then the unpaid balance of the current year's assessment shall come due upon the date stated in the notice.

Any owner's or agent's check submitted for the payment of assessments, fees, fines, or other charges which is returned from the bank for non-payment, shall be considered as non-payment of the assessment and shall immediately incur all late fees, fines, charges, and interest established by the Association. Any and all bank fees charged to the Association for such check shall be added to the said assessment account and bear interest the same as the account.

All late fees, fines and charges are collectable as part of the assessment and shall bear interest the same as the account.

9. Owners shall maintain in good condition and repair all interior surfaces and fixtures of their unit. All plumbing and electrical repairs performed within a unit shall be the responsibility of the owner of the unit and all costs paid by same. No structural alterations shall be made without prior approval of the Association.

THE HOLLYBROOK CONDOMINIUM ASSOCIATION WILL NOT PAY FOR ANY REPAIR THAT HAS NOT BEEN APPROVED IN ADVANCE BY THE BOARD OF DIRECTORS.

The Association, in addition to all maintenance to all common areas, shall provide exterior maintenance upon each unit as follows: care of roofs, exterior maintenance, walks, streets, and other exterior improvements.

10. No owner or resident shall make or permit any disturbing noises in the buildings or in the common areas by themselves, their family, tenants, agents, and or visitors, nor do or permit anything by such persons that will interfere with such rights, comforts, or convenience of other residents. No owner or resident shall play upon or suffer to be played upon, any musical instrument or operate or suffer to be operated a TV, stereo, radio in their unit, or in common areas, in such manner that the same shall disturb occupants of other units. No owner or resident shall give or permit to be given vocal or instrumental instructions at any time in their unit.

AUTOMOBILE NOISES SHOULD BE KEPT AT A MINIMUM.

11. No exterior radio or television aerial or satellite receiver shall be installed by any owner or resident without approval by the Association.

12. RIGHTS OF ENTRY: All units shall be subject to the following rights of entry: An owner shall grant a right of entry to any person authorized by the Board of Directors of the Association, in

case of any emergency originating in or threatening their or any other unit, whether the owner is present or not, at the time.

The Association or its agents shall have access to each unit from time to time during reasonable working hours, upon oral or written notice to its owner, as may be necessary for the maintenance, repair, or replacement of any of the common elements, including limited common elements.

The Board of Directors or its Representative shall have right of entry to any unit for the purpose of curing any violation, breach or default, believed to be existing, under the Bylaws and/or Rules and Regulations of this Association.

In furtherance of this provision, the owner shall make available a pass key to the premises so as to permit maintenance personnel to enter the unit in case of an emergency and/or inspection by the Association or its representative for compliance with these Bylaws and Rules and Regulations and/or the prolonged absence of the owner.

In the event that the resident fails to make a key available to the Association such failure will be deemed a waiver of any and all claims against the Association for damages caused by such emergency entry into said unit.

13. No sign, advertisement, notice shall be exhibited by any resident on any part of the outside, or inside if visible from the outside of the unit.

14. GARBAGE, TRASH CONTAINERS, AND RECYCLING CONTAINERS SHALL NOT BE VISIBLE FROM THE STREET AT ANY TIME OTHER THAN PICK-UP TIME. Arrangements for trash pick-up shall be at the direction of the City of Asheville Sanitation Department.

15. No clothes lines shall be permitted outside any unit.

16. AUTOMOBILES: Members shall not park and shall not permit their visitors to park any vehicles on any part of the common areas or facilities. There are two (2) designated and plainly marked parking spaces assigned to each unit. Any owner and/or resident desiring the use of any parking space other than their own assigned spaces must obtain permission from the person the space is assigned to. Extra parking is available for guests.

Vehicle maintenance is not permitted on the premises. Maintenance includes, but is not limited to: vehicle washing, changing motor oil, replacing brake liners, and/or shoes, replacing exhaust pipes and mufflers, installing audio equipment, or replacing water hoses. **No motorcycles, mopeds, and/or other two- or three-wheeled motorized vehicles shall be kept or used on the premises.**

No vehicles shall be parked in such a manner as to impede or prevent ready access to any other owner parking space. No vehicle shall be parked behind any other vehicle and no parking spaces on the premises shall be used for storage of boats, trailers, campers, and inoperable vehicles.

17. No unit owner or resident shall direct or intervene or attempt in any manner to assert any type of control over any contractor or employee of the Association. All complaints concerning these matters shall be referred to the Board for adjudication.

18. (a) No owner shall rent a unit without prior consent of the Association. Any lease must be approved by the Association. No unit shall be rented more than once within one (1) calendar year. IT IS THE OBLIGATION OF THE OWNER TO PROVIDE A COPY OF THE BYLAWS AND THESE RULES AND REGULATIONS TO THE LESSEE. ALL UNIT OWNERS MUST

MEET WITH A REPRESENTATIVE OF THE BOARD. OWNERS INTENDING TO SELL A UNIT MUST ADVISE THE BOARD OF SUCH INTENTION.

(b) **Rental Policy** - To retain Hollybrook as an owner-occupied condominium complex, the ability of owners to rent their units will be allowed as follows:

1. Unit owners will not be allowed to rent their unit for a period of two years after purchase.
2. Unit owners desiring to rent their unit must apply to the Board for approval. Approvals will be for a maximum of two years, consecutive or otherwise. After a unit has been rented for two years, the unit will be ineligible for renting for a period of five years at the discretion of the board.
3. Units presently being rented with Board approval will be subject to the two year rental provision. Therefore, any unit presently having been rented for two years will not be eligible for re-rental when its current lease expires.
4. When a unit is sold, the new owners will be subject to these rules and regulations as part of the condominium documents.

**Rental Procedure**

1. Any owner desiring to rent his/her unit must seek Board approval to list the unit for rent.
2. All leases must conform to the HOA lease that is part of the Condominium Declaration and Bylaws
3. Before any lease can go into effect it must be approved by the HOA board and the owner must submit both background and credit checks on the prospective renter.
4. All lease renewals must be submitted to the Board for approval to be valid.
19. No new tree or shrub planting or changes to existing plantings or landscaping may be made without the approval of a committee appointed by the Board of Directors. However, any owner wishing to plant in their immediate patio area is allowed to do so, provided such plantings do not interfere with mowing and general lawn care. The planting of any spreading or invasive plants is strictly prohibited.

20. Association care of existing plants is limited to weeding and trimming. Watering all plants in the building area is the responsibility of the owner. The Association will not be responsible for plants needing replacement due to lack of care by the owner.

Disposal of refuse from flower gardens and other foliage is the responsibility of the owner and is not to be left to decay on the property.

21. All exterior painting or staining must follow the Hollybrook approved design and color.

22. An owner who mortgages their unit, or places a deed of trust or any other encumbrance thereon, shall notify the Association of the name and address of such mortgagee or lien holder and the Association shall maintain such information as a portion of the official records of the Association.

23. Residents and or guests will not engage in the selling of any personal property or the property of others on the premises such as but not limited to yard sales and/or moving sales.

Soliciting is not allowed - There is a NO SOLICITING sign posted at our entrance that often goes ignored. If you are bothered by a solicitor, please inform them soliciting is not allowed and ask them to leave Hollybrook.

24. VIOLATIONS: Any verbal notification to the Board of Directors concerning a violation of the published Rules and Regulations or Bylaws shall be confirmed in writing to the Board of Directors within three (3) days of such verbal notification. Upon receipt of such notification the Board shall within three (3) days investigate the complaint; if it is verified, a written notice to the alleged violator shall be sent within ten (10) days by email with hard copy upon request, addressing such complaint along with any sanctions proposed by the Board and a statement that the alleged violator has the right to present a written request for a hearing, concerning only such alleged violation, to the Board of Directors within ten (10) days of receipt of the notice of violation. The Board of Directors shall grant such hearing within ten (10) days of receipt of the written request and shall notify the affected party of the time and place of such meeting. Such meeting shall be held in executive session of the Board of Directors affording the affected party a reasonable opportunity to be heard.

25. Routine interpretation and enforcement of these Rules and Regulations and other controlling documents shall be the total responsibility of the Board of Directors. They shall have full authority to implement, interpret, and apply the Rules and Regulations in accordance with established procedures. Currently, the Board of Directors has established a \$100.00 fine for any violation of these Rules and Regulations or to institute any other available remedy to correct the situation.

26. In the event the Association is caused to bring an action against any owner of a unit as a result of said owner violation the herein Rules and Regulations and/or the Association Bylaws and the Association is successful, the Association shall be entitled to recover from the owner any and all costs of litigation as well as all legal and attorney fees incidental to said action. Further, if the Association successfully defends against any action brought by any owner of a unit, the Association shall be entitled to recover from said owner all disbursement, attorney fees and legal costs relating to such action.

27. All board approved requests will carry a 90 day effective date. If approved request is not completed within 90 days, board approval will expire and new requests for approvals must be submitted to continue.

THESE RULES AND REGULATIONS SUPERCEDE ANY AND ALL OTHERS PREVIOUSLY APPROVED BY THE HOLLYBROOK ASSOCIATION. THESE RULES AND REGULATIONS ARE HEREBY OFFICIALLY ADOPTED ON THIS THE \_16\_ DAY OF SEPTEMBER\_, 2020.