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Reference: Book 2293, Page 112

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

**AMENDED AND RESTATED DECLARATION OF
TERMS, CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
ASHLEY WOODS SUBDIVISION**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF
POLITICAL SIGNS AND FLAGS**

This AMENDED AND RESTATED DECLARATION OF TERMS, CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR ASHLEY WOODS SUBDIVISION ("Amended and Restated Declaration") is made this 15th day of JUNE, 2021, by the ASHLEY WOOD PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (hereinafter, "Association"). This Amended and Restated Declaration replaces in its entirety all previous versions of this Declaration.

WITNESSETH:

WHEREAS, on June 16, 2000, Carnes and Woodward Builders, Inc., (hereinafter, "Declarant") the owners of certain property ("Property") in Buncombe County, North Carolina, said Property being more particularly described and shown on a plat recorded in Plat Book 76, Page 127, Buncombe County Registry, subjected the Property to that Declaration of Terms, Conditions, Restrictions and Protective Covenants for Ashley Woods Subdivision, ("Original Declaration") recorded at Book 2293, Page 112, Buncombe County Registry; and

WHEREAS, on August 31, 2001, Declarant amended the Original Declaration by recording a First Amendment to Declaration of Terms, Conditions, Restrictions and Protective Covenants for Ashley Woods Subdivision, recorded at Book 2574, Page 590, Buncombe County Registry; and

WHEREAS, on December 3, 2003, Declarant recorded a Supplemental Declaration of Terms, Conditions, Restrictions and Protective Covenants ("Supplemental Declaration") at Book 3482, Page 337, Buncombe County, Registry, with said Supplemental Declaration subjecting certain property described and shown on Plat Book 90, Page 41, to the terms, conditions, restrictions and covenants of the Original Declaration as well as amending certain provisions of the Original Declaration; and

WHEREAS, Declarant no longer owns any lots in the Ashley Woods Subdivision, and, as such the period of Developer Control, as defined in Article III, Section 24 of the Original Declaration has expired; and

WHEREAS, in Article V of the Original Declaration, Declarant established the Ashley Woods Property Owners' Association and on August 21, 2000 incorporated the Association with the North Carolina Secretary of State as the duly organized and authorized association of Lot Owners for the Ashley Woods Subdivision; and

WHEREAS, as a Planned Community created after January 1, 1999, Ashley Woods Subdivision is subject to N.C. Gen Stat. Section 47F, otherwise known as the North Carolina Planned Community Act (the "Act"); and

WHEREAS, pursuant to Section 47F-2-117 of the Act, the Association may amend the Original Declaration, as subsequently amended, by the affirmative vote or written agreement signed by owners of lots to which least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, the Association desires to amend and restate the Original Declaration, as amended, as set forth in this Amended and Restated Declaration; and

WHEREAS, by written ballot the lot owners of lots to which at least sixty-seven percent

(67%) of the votes of the Association allocated agreed to submit and adopt this Amended and Restated Declaration pursuant to the provisions of the Act and the Original Declaration.

WHEREAS, the Association does intend and agree that the restrictions and other agreements contained in this Amended and Restated Declaration shall apply to all present and future owners of properties within Ashley Woods from and after the date of its recordation with the Buncombe County, North Carolina Register of Deeds, and that this Amended and Restated Declaration shall supersede and replace in its entirety all previous versions of the Original Declaration and any amendments thereto.

NOW THEREFORE, in consideration of these premises, and the mutual covenants and conditions contained therein, including the mutual advantage and benefit to Owners of Lots in connection with the ownership of property, within a restricted subdivision having a uniform general scheme of development, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Amended and Restated Declaration agree that the Original Declaration, as amended, be stricken and replaced as follows:

ARTICLE 1

Description of Planned Community

Section 1.1. **Name.** The name of the planned community is ASHLEY WOODS PROPERTY OWNERS' ASSOCIATION, INC., Inc. (sometimes referred to herein as "Ashley Woods" or "Planned Community" or "Subdivision").

Section 1.2. **Location.** The Planned Community is located in Buncombe County, North Carolina. The Planned Community is that real property submitted to and controlled by the Planned Community Act, as shown on Plat Book 76, Page 127 and Plat Book 90, Page 41.

ARTICLE 2

Definitions

In accordance with Section 47F-1-103 of the Planned Community Act and unless specifically provided otherwise or the context otherwise requires, the following terms as used in the Declaration and Bylaws for this Planned Community shall have the following meanings:

Section 2.1. **Act** shall mean and refer to the North Carolina Planned Community Act as set forth and contained in Chapter 47F of the North Carolina General Statutes as may be amended from time-to time.

Section 2.2. **Architectural Review Committee** or “**ARC**” means the committee appointed by the Association’s Board of Directors as described in Article 5 of this Amended and Restated Declaration.

Section 2.3. **Assessments** means and all sums levied by the Association against any Lot and its Owners as common expense liabilities, specific assessments, specific assessments, fines, late charges, interest and attorney fees as set forth in this Amended and Restated Declaration and Bylaws.

Section 2.4. **Association** shall mean and refer to Ashley Woods Property Owners’ Association, Inc., a nonprofit corporation organized under the laws of the State of North Carolina, its successors and assigns.

Section 2.5. **Board** or **Board of Directors** means the governing body on behalf of and for the Association designated as the Executive Board in Section 47F-103(13) of the Act.

Section 2.6. **Bylaws** means the Bylaws of Ashley Woods Property Owners’ Association, Inc, and any amendments thereto which are attached hereto.

Section 2.7. **Common Elements** shall mean and refer to i) the entrance area as shown on the recorded Plats; ii) any other property designated as such by the Association or this Amended and Restated Declaration; iii) any real estate owned by the Association other than a Lot; and iv) any property rights to the Subdivision roads remaining as a result of the Association ceding a transportation easement to said roads to the North Carolina Department of Transportation.

Section 2.8. **Common Expense Liability** means the liability for common expenses allocated to each Lot as permitted by the Act, this Amended and Restated Declaration, the Bylaws or otherwise by the law.

Section 2.9. **Director** or **Directors** shall mean and refer to the duly elected member or members of the Board of Directors.

Section 2.10. **Documents** mean the Amended and Restated Declaration, Plats and Deeds recorded and filed for real property making up the Planned Community, the Articles of Incorporation of Ashley Woods Property Owners’ Association, Inc., the Bylaws and any rules and regulations as may be promulgated or amended from time to time. Any exhibit, schedule, or certification accompanying a Document is part of that Documents.

Section 2.11. **Lot** shall mean any parcel of land within the Subdivision as shown on the recorded Plats designated for separate ownership or occupancy by an owner.

Section 2.12. **Owner** shall mean a person or legal entity who owns fee simple title to any Lot but does not include persons or entities having an interest in a lot solely as security for the

performance of an obligation.

Section 2.13. **Member** shall mean any owner or owners of a Lot within the Subdivision. If a lot is owned by more than one person, then such persons collectively shall be the Member and shall be entitled to only one vote.

Section 2.14. **Notice and Opportunity to be Heard** shall mean the right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right for an opportunity to be heard thereon. The procedures for such notice and opportunity to be heard are set forth in Section 12 of this Amended and Restated Declaration and Section 47F-3-107.1 of the Act.

Section 2.15. **Officer** shall mean those individuals who are elected by the Board to serve as officers of the Association to include President, Vice President, Secretary, Treasurer and such other support and offices as the Board may determine necessary.

Section 2.16. **Person** shall mean a natural person, corporation, business, trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency or other legal or commercial entity.

Section 2.17. **Planned Community** shall mean real estate with respect to which any person, by virtue of that person's ownership of a lot, is expressly obligated by a declaration to pay real property taxes, insurance premiums, or other expenses to maintain, improve, or benefit other lots or other real estate described in the declaration.

Section 2.18. **Reasonable Attorney's Fees** shall mean attorney's fees reasonably incurred with regard to any limitations on attorney fees which otherwise may be allowed by law.

Section 2.19. **Resident** shall mean the legal occupant of any Lot. The term "Resident" shall include the Owner of the Lot or any tenant, lessee or licensee of the Owner.

Section 2.20. **Restrictions or Covenants** shall mean the terms, conditions, restrictions and protective covenants set forth in this Amended and Restated Declaration. All covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided in this Amended and Restated Declaration and shall be binding on all Owners.

ARTICLE 3

Common Elements

Section 3.1. **Common Elements.** Common Elements include all parts of the Planned Community located outside the boundaries of the respective Lots and include any real estate, both improved and unimproved, within the Planned Community owned or leased by the Association.

By way of illustration but not limitation, Common Elements include real property often called common areas, facilities and amenities.

Section 3.2. Use of Common Elements. Each Lot Owner shall have the right to use the Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Lot Owners. The Board shall, if any question arises, determine the purpose for which a part of the Common Elements is intended for use. Any Lot Owner may delegate, in accordance with the provisions of this Amended and Restated Declaration, the Bylaws and reasonable Rules and Regulations promulgated by the Board, the right to use the Common Elements to immediate family members living on the Lot, to a limited number of guests, or to tenants who reside on the Lot. The Lot Owner's right to use the Common Elements shall be subject to the following:

- a. The right of the Association to promulgate any and enforce all reasonable regulations governing the use of the Common Areas to ensure the safety and rights of all Owners;
- b. The right of the Association, to suspend the right to use the Common Areas by any Owner for a period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The right of the Association to grant utility, drainage or other easements across the Common Areas;
- d. Any Owner who rents or leases his Lot to a tenant shall not be entitled to use and enjoy the Common Areas during the period of the tenancy, but the right to use and enjoy such shall inure to the tenant.

Section 3.3. Restriction on Transfer of Common Elements. The Association shall not seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, without the written approval of owners of Lots totaling eighty percent (80%) of the members of the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this paragraph.

ARTICLE 4

Use Restrictions and Purposes

Section 4.1. Residential Use. All Lots shall be used solely for single-family residential purposes. Only one family may occupy a Lot as a residence at any one time. No business or commercial activity is permitted on or upon a Lot and no commercial structure or activity of any

type shall be placed on any Lot or allowed within the Subdivision. Notwithstanding the foregoing, home offices for private use are allowed so long as the use of such offices does not generate pedestrian or vehicular traffic.

Section 4.2. Rentals and Prohibition on Short Term Rentals. In order to assure that the community retains its single-family residential character and to protect the value of the Lots of Owners who are financially invested in and committed to preserving the current residential character and the scheme of the development for the community, short-term rental of any property in the Ashley Woods Subdivision is prohibited. For the purposes of this Amended and Restated Declaration, and as the same has or shall be subsequently amended, "Short-term Rental" is defined as renting for a period of less than one (1) year. An Owner renting or leasing their property for a period of one (1) year or more must provide the tenant's name(s), contact information, and lease dates to the Secretary of the Association upon tenant's occupancy of property. In addition, Owners should be aware that the Owner is responsible for any violation of this Amended and Restated Declaration by tenants or Residents, and it is the Owner's responsibility to ensure that tenants and Residents have a copy of this Amended and Restated Declaration and abide by it.

Section 4.3. Prohibited Structures. No trailer, tent, shack, vehicle, garage or other outbuilding on a lot shall be, at any time, used as a residence, either temporarily or permanently, nor shall any residence be moved onto a lot within the Subdivision. Specifically, no mobile homes, trailers, manufactured homes, modular homes or structures of similar construction shall be placed on or allowed to remain on any lot. There shall be no prefabricated buildings placed upon any lot or other property within the Subdivision, except prefabricated components such as window and door units, roof trusses, or other such components which shall be permitted and approved by the ARC. However, nothing herein shall be construed so as to prevent or restrict the ARC from consenting to the placement of a modular or panelized home upon a Lot which in ARC's sole and absolute discretion is in keeping with the architectural style, quality and harmony of the Subdivision, then upon the written consent of the ARC, such approved modular or panelized building may be placed on or constructed upon a lot. All foundations shall be of block, stone, concrete or other masonry product as approved by ARC.

Section 4.4. Dwelling Size. Except as set forth below with regard to accessory buildings, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential dwelling with a two-car attached garage not to exceed thirty (30) feet (excluding walk-out basements) in height measured from the first floor. No one-story main residential dwelling shall be permitted on any lot unless it contains at least one thousand eight hundred (1,800) square feet of heated and/or air-conditioned floor space, exclusive of any heated and/or air-conditioned basement. No two-story residential dwelling shall be permitted on any lot unless it contains at least one thousand two hundred (1,200) square feet of heated and/or air conditioned floor space on the first floor, and two thousand (2,000) square feet overall of heated and/or air conditioned floor space. The ARC may, in its sole and absolute discretion, allow

variances with respect to the limitations imposed by this paragraph as it may deem appropriate.

Section 4.5. Accessory Buildings and Appurtenances. Only one (1) accessory building may be constructed on a lot as an accessory and appurtenant structure to the main residential dwelling. Such building is subject to architectural control as set forth in Article 5, must be accessory to residential uses, and shall not be rented or occupied. In no event may any accessory building be constructed upon a lot until the construction of the main dwelling has commenced and until a separate building permit has been issued. The accessory building shall have the same style and color roof shingle, and the same color, style and material for exterior siding, as the main dwelling on the lot. The dimensional requirements for all accessory buildings and appurtenances shall be as follows:

- a. Private Garages. A garage, whether attached or detached from the main dwelling, must be located on the lot in compliance with the minimum yard setbacks set forth herein. Each residence shall be required to have at least a two-car garage attached to the main dwelling, but may also, with ARC approval, have one additional garage detached from the main dwelling. Detached garage accessory buildings shall not exceed fifteen (15) feet in height.
- b. Non-Garage Accessory Buildings and Appurtenances. Non-garage accessory buildings shall not exceed one hundred (100) square feet in size and the roof shall not project more than two (2) feet beyond the line of any side wall. The building may adjoin or be separated from the main dwelling. Non-garage accessory buildings and appurtenances shall not exceed ten (10) feet in height. The ARC or Board may grant variances to these requirements on a case-by-case basis, with the burden being on the Owner.

Section 4.6. Maximum Lot Coverage. In no event shall the total combined ground area covered by the main dwelling building or any attached or unattached accessory building(s) exceed twenty (20) percent (20%) of the total lot area. Exceptions to this condition shall be determined by the ARC, in its sole and absolute discretion, on a lot by lot basis.

Section 4.7. Setback Requirements. No building shall be located on any lot nearer than i) fifty (50) feet from the centerline of either the front or side street road right of way which adjoins a lot; ii) fifteen (15) feet from the side lot line; or iii) twenty-five (25) feet from the rear lot line. Any lot located on a cul-de-sac shall be measured fifty (50) feet from the center point of the cul-de-sac. Phase Three setback requirements shall be those minimum building setback lines as noted and set forth on the Plat (Book 90, Page 41). Exceptions to this condition shall be determined by the ARC, in its sole and absolute discretion, on a lot by lot basis.

Section 4.8. Cutting of Trees. No living tree greater than twelve (12) inches (12") in diameter as measured from the base of said tree, shall be cut or trimmed without the express written

permission of the ARC. The ARC may, in its discretion, require the Owner to submit photographs of the tree to be cut or trimmed or to allow an ARC member to inspect the property prior to granting written permission. This Covenant shall not apply if the cutting of the tree or limbs is necessary for the safety of persons, the safety or integrity of buildings, or safe installation and maintenance of any dwelling, driveway, or parking areas constructed upon any Lot in conformity with landscape plans approved by the ARC.

Should an Owner remove any tree greater than twelve (12") inches in diameter without the approval required in the paragraph above, that Owners shall be subject to the Enforcement Procedures set out in Article 11 and Article 12 of this Amended and Restated Declaration.

Section 4.9. Nuisances and Other Prohibitions. No noxious or offensive activity shall be permitted on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood as determined by the Board in its sole discretion.

Section 4.10. Fuel Tanks. All fuel tanks or other similar storage receptacles, machines, equipment or any and all articles or conditions deemed unsightly by the Association shall be screened, in a manner approved by the Association, from view from any and all roadways and adjoining Lots.

Section 4.11. Vehicles Restrictions. No disabled, abandoned or unlicensed vehicles shall be permitted on any lot, nor shall any vehicle be stored thereon, nor shall any repairs be permitted upon any parked upon any lot. Motor homes, boats, trailers, buses, self-motorized camping vehicles, tractors or other recreational vehicles may not be stored or regularly parked on a lot except in a garage or must be screened, in a manner approved by the ARC, from view and from any and all roadways and adjoining lots. No trucks other than pickup trucks of less than one (1) ton shall be kept on any Lot.

No motorcycles, minibikes or motorized two-wheel vehicles shall be allowed, other than licensed vehicles which are used exclusively for transportation purposes, and provided that they are operated within the Subdivision only upon platted roads.

All vehicles kept and operated within the Subdivision shall have properly working mufflers.

No person shall be permitted to stay overnight in a vehicle on a lot.

Section 4.12. Hunting, Trapping and Discharge of Firearms. No hunting or trapping shall be permitted in the Subdivision. No firearm of any kind may be discharged in the Subdivision. BB or pellet guns may be discharged only in an Owner's Lot, provided that they are discharged in a safe manner that prevents projectiles from leaving the boundaries of that Lot, and that the muzzle velocity of said BB or pellet guns may be regulated by the Association.

Section 4.13. **Hedges and Walls.** No hedge or wall shall be erected on any lot which shall be unsightly in the opinion of the ARC.

Section 4.14. **Window Type Air Conditioning Units.** No window type heating or air conditioning units shall be installed without the approval of the ARC or which shall be visible from the street.

Section 4.15. **Clothes Lines.** No clothing lines for drying or hanging of clothes shall be erected or used on any lot.

Section 4.16. **Swimming Pools.** No swimming pool may be erected without the prior approval of the ARC. Any swimming pool constructed upon any lot shall not be installed in front of a residence or closer than twenty (20) feet of any side or rear lot line. Swimming pools must be properly fenced in or enclosed in such a manner so as not to be unsightly or constitute a hazard.

Section 4.17. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept outside except in sanitary containers. Such sanitary containers shall be placed in plain view only on the day garbage is to be collected, otherwise, sanitary containers may not be visible from the street.

Section 4.18. **Storing of Trade Materials.** No trade materials or inventories may be stored upon a lot, and no trucks, boats, trailers, buses, self-motorized camping vehicles, tractors or similar vehicles may be stored or regularly parked on a lot except in a garage or well-screened enclosure approved by ARC.

Section 4.19. **Sign Disturbance at Intersections and Along Roads.** No fence, wall, hedge, tree, grass or shrub which obstructs street sight lines or signage sight lines shall be placed or permitted to remain on any corner lot. No tree shall be permitted to remain beside a road unless the foliage line is maintained at sufficient height (a minimum of six (6) feet) to prevent obstruction of sight lines or full use of the street. No tree, bush, shrub, hedge, or planting shall in any way interfere with the vision of roads and driveways so as to endanger the safety of pedestrians or drivers of vehicles. Provided, however, that the Association shall be responsible for maintenance of the cherry trees lining the north side of Ashley Woods Drive from Ball Gap Road to the entrance of the Subdivision.

Section 4.20. **Driveways.** All new driveways must be constructed of concrete. Driveways constructed of concrete may be replaced only with concrete. All driveways requiring culverts at the intersection to street, as determined by the ARC or any government agency, shall be installed to the specifications of the North Carolina Department of Transportation and to the grade of the drainage ditch.

Section 4.21. **Signs and Flags.** No sign or flag, including political signs or flags, of any

kind shall be displayed to public view on any lot or in any common area except for the following:

- a. For Sale Signs. One sign of not more than ten (10) square feet advertising the property for sale during construction or any sales period may be placed on a lot. The top of any such sign may not be more than five (5) feet above ground level. All such signs must be installed not less than five (5) feet off the street right of way serving the lot. Such signs are permitted only until the lot is sold.
- b. Open House Signs. Open House signs may not be larger than “For Sale” signs and may be placed at the entrance to the Subdivision and the turn offs to the subject street three (3) days before the open house. No sign may be placed on an Owner’s property without the permission of that Owner. Open House signs must be removed within one hour after the open house is over. Signs left longer than that will be considered abandoned and may be removed and discarded by the Board or any Owner.
- c. Garage Sale, Yard Sale, Estate Sale Signs, and the like. The only garage or yard sale signs permitted are those advertising a neighborhood-wide or street-wide garage (or yard) sale. Estate sale signs and associated directional signs may only be used one time after the death of an Owner. Requests for exceptions to the requirements for garage, yard, and estate sales must be approved by the Board. All signs in this subsection may not be larger than “For Sale” signs and must adhere to the placement requirements (subsection a).
- d. Contractor’s Signs. Signs of contractors or tradesmen may be placed on a lot while work is being done on the house or lot. When the work of that contractor or tradesman is paused for more than two (2) days or completed, the sign must be removed immediately or it may be removed and discarded by the Board or any Owner. All such signs may be no larger than “For Sale” signs and must adhere to the placement requirements (subsection a).
- e. Graduation Signs. Signs congratulating graduates may be displayed no more than two (2) weeks before graduation and must be removed no more than two (2) weeks after graduation. All such signs may be no larger than “For Sale” signs and must adhere to the placement requirements (subsection a).
- f. Flags. Flags with a maximum size of three feet by five feet (3’x5’) may

be flown on a pole no more than sixty inches (60") long mounted at an angle to the front of a house or a forty inch (40") long garden flag holder. It is not necessary to file a PERF, but the ARC, in its sole discretion, may instruct the Owner to remove the flag if it determines that the flag may not be flown (see below), in which case the Owner must do so immediately. Provided, however, that the following flags may be flown:

- i. The flag of the United States of America which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended, governing the display and use of the flag of the United States
- ii. The flag of the State of North Carolina
- iii. Flags of schools, colleges, universities, and professional sports teams
- iv. Flags celebrating a season of the year
- v. Flags with cheerful or encouraging messages

The following flags may not be flown:

- i. Flags of a political party or politician
- ii. Flags representing any emblem of discrimination, violence, or hatred.

The flagpoles at 42 Ashley Woods Drive and 517 Wood Thrush Court, which pre-exist this Amended and Restated Declaration, are "Grandfathered In." Should either of those poles be removed, moved, or, in the opinion of the ARC, materially changed, the Owner(s) of the Lot will no longer enjoy the benefits of this section.

Section 4.22. Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except those animals commonly known as household pets, provided that such household pets are not kept, bred, maintained, or housed (i.e., in kennels) for commercial purposes, and provided they do not become a nuisance or annoyance to any Owner or Resident. Pets may run loose only within the boundaries of an Owner's property and otherwise must be on a leash. All pets must be kept under control at all times. Owners are required to clean up after their animals. Owners who fail to do so shall be subject to the Enforcement Procedures set out in Articles 11 and 12 of this Amended and Restated Declaration.

Section 4.23. **Parking.** Each dwelling on a Lot must have a garage with space adequate to park at least two (2) cars as well as a driveway that can accommodate at least two cars. Parking on the grass or any other part of a Lot is prohibited. All vehicles must be parked so as not to impede traffic, including, but not limited to, on-street parking within fifty (50) feet of an intersection. On-street parking is prohibited except for the following exceptions:

- a. Parking for trucks and commercial vehicles used for pick-up, delivery, construction, repair and maintenance while such vehicles are performing those services and if such vehicles cannot reasonably park in the driveway.
- b. Parking for Owners who cannot park in the garage or driveway due to construction that prevents the Owner from using the driveway.
- c. Parking, for up to six (6) hours, for guests attending social events at homes or the park.
- d. When inclement weather is predicted that would make it unsafe to drive down driveways or roads.

Section 4.24. **Satellite Dish and Antennas.** A satellite dish or antennas shall only be permitted to be placed on a Lot if approved by the ARC. To the extent compatible with FCC regulations, the satellite dish or antenna should be installed on a Lot such that it is not visible from the street. When possible, dishes must be placed behind the front of the house.

Section 4.25. **Limitation of Access.** No part of a lot shall be used for any access to any property which lies outside of the Subdivision. No other easements, rights of ways or rights of access shall be deeded, granted, or in any way given by any lot owner to any other person through or over any lot so as to permit any portion of a lot or subdivision property to be used for access to or from any adjoining property.

Section 4.26. **Fences.** No fence along the front of the house shall be closer to the road than a fifteen- foot (15') setback from the front of the house. Fences shall be constructed of wood unless otherwise approved by the ARC. All fences must be approved by the ARC as to location, height, and materials prior to erection. The ARC may promulgate additional rules and regulations pertaining to the construction of fences.

Section 4.27. **Mailboxes and Paperboxes.** Any mailbox or paperbox shall be erected only in accordance with a make and model approved by the ARC. Change of location of mailboxes or paper boxes must receive prior approval in writing by the ARC. Mailboxes and paperboxes should be maintained in good condition, in an upright manner, and of appropriate color or stain. The lid should remain closed at all times.

Section 4.28. **Exterior Lighting.** Exterior lighting shall be installed only pursuant to a

lighting plan approved in writing by the ARC. Low voltage ground-lighting and motion sensor lights do not require prior ARC approval, provided they point downward and are not a nuisance to other Residents. All exterior lighting must comply with Buncombe County lighting ordinances and may not constitute a nuisance to neighbors.

Section 4.29. Subdivision of Lot. No Lot in the Subdivision shall be re-subdivided so as to create an additional building Lot.

Section 4.30. Solar Panels. The Association shall allow reasonable use of Solar Panels. An Owner must receive ARC approval before installing solar panels. Installation of solar panels is prohibited in the following instances: (i) on the façade of a house that faces the street on which the house is located; (ii) on a roof surface that slopes downward toward the street on which the house is located; or (iii) on the area between the street and a line running across the façade of the house extending to the property boundaries on either side of the facade. If at all practicable, free-standing solar panels must be inconspicuous as possible and must be screened so that they are not visible from the street. Notwithstanding the foregoing, section (i) and (ii) above shall not apply to houses that are south-facing, provided that the panels are all black, such as Soleria or equivalent. In addition, Building Integrated Photovoltaics (solar shingles) may be placed anywhere on a roof surface, and like any other roofing materials, will require ARC approval as to grade and color.

Section 4.31. Duty to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct to such condition existing immediately prior to the casualty. Alternatively, the Owner shall completely raze the residence and sod or seed the entire Lot until construction of a new residence is begun.

Section 4.32. Rules and Regulations. The purpose of this Amended and Restated Declaration is, among other things, to

- Promote the health and safety of Ashley Woods Owners and Residents,
- Preserve the property values of Lots and residences in the neighborhood, and
- Promote an environment in which Residents and Owners can peacefully enjoy their property and neighborhood.

Accordingly, reasonable rules and regulations may be promulgated for and on behalf of the Association in the following manners:

- a. By the Board. The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation and use of the Community Property so as to promote the common use and enjoyment thereof by Lot Owners and Occupants and for the protection and preservation thereof. In addition, the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Lots

to provide for the common good and enjoyment of all Lot Owners and Occupants.

- b. By the Association. Any rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted by Members at an annual or special meeting of the Members. Any such act of the Members shall control over any contrary rule or regulation then or thereafter adopted by the Board.
- c. Uniform Application. All rules and regulations shall be equally and uniformly applicable to all Lot Owners and their Occupant, but need not be equally and uniformly applicable if it is determined that such unequal or non-uniform application is in the best interest of the Association or if equal and Uniform application is not practicable.
- d. Copies Furnished. Copies of all such rules and regulations and any amendments thereto shall be furnished to all Owners by mail or electronic means and posted on the Association's website. Once sent and posted, each Owner will be deemed to have actual knowledge of such rules and regulations. However, failure to furnish, or post, or to make available, such rules or regulations shall not affect in any way their validity or enforceability.

Section 4.33. **Noise Ordinance.** No person shall at any time violate the Buncombe County Noise Ordinance ("Ordinance") (Code of Ordinances, Article IV, Sec. 26-181). Violation of the Ordinance by an Owner or the Owner's family, guests and invitees shall be deemed a violation of this Amended and Restated Declaration.

ARTICLE 5

Architectural Review and Control

Section 5.1. **Architectural Review Committee.** The Board of Directors reserves the right to establish an Architectural Review Committee (ARC) which shall be composed of the Board of Directors or a Committee chosen by the Board of Directors. The ARC shall carry out the functions of architectural review and control.

Section 5.2. **Architectural Review Fee.** For applications involving new construction, building plans, landscape plans or elevation changes to an empty lot, or significant exterior remodeling, if, in its discretion, the ARC requires the services of an expert to properly evaluate the application, the ARC may charge a reasonable fee. The fee shall be for an original amount of two hundred fifty dollars (\$250.00). The ARC reserves the right to modify, waive or increase such application fee.

Section 5.3. Architectural Control Review. Prior to commencement of construction of any improvements on any lot, all plans and specifications showing the nature and detail of each such improvements shall be submitted as an application to the ARC for approval as to quality of materials, harmony of external design with existing structures and ARC standards, and as to location with respect to topography and finish grade elevation. Plans and specifications shall include, but not be limited to, proposed building plans, plot plans (showing the proposed location of each building or structure, driveways and parking areas), construction schedules, elevations and landscaping plans and shall show the exterior color or finish, facades, roof pitch and roofing materials. Without limitation, the following improvements shall require ARC approval: construction of any building, fence, gate, wall, bulkhead, pier, shed, outbuilding, workshop, freestanding or attached decking, greenhouse, gazebos, screen enclosure and recreational structure as wells as the installation of any landscaping or external lighting.

The ARC reserves the right, in its sole and absolute discretion, to either approve or disapprove of any plans and specifications. Vinyl siding shall have additional architectural review with regard to its quality and design features, and the ARC reserves the right in its sole and absolute discretion to approve or disapprove said vinyl siding. Owners must obtain all required governmental permits. Construction shall thereafter be completed in strict conformity with such approved plans and specification and the ARC shall be entitled to stop any construction which is in violation of these restrictions. Improvements shall be constructed only by a builder which has been approved by the ARC. The ARC reserves the right to approve the builder and to from time to time compile a list of approved builders. A builder shall be approved or not approved in the ARC's sole and absolute discretion.

Upon written request by an Owner for approval of plans, the ARC shall have thirty (30) days from receipt to approve or disapprove the plans. If such plans are not disapproved within said thirty (30) day period, they shall be deemed to have been approved.

Garages and other ancillary structures on any Lot must be constructed of the same or compatible materials as specified for the dwelling constructed thereon. No alterations may be made in such plans after approval by the ARC except with the written consent of the ARC. No alterations in the exterior appearance of any building or structure shall be made without the written consent of the ARC. One copy of all plans and related data shall be retained by the ARC for its records.

Section 5.4. Time of Completion. All construction, and clean-up of any debris resulting from said construction must be completed within one (1) year after it is commenced, except where such completion is delayed by external factors such as strikes, fires, national emergencies or natural calamities. The ARC may shorten the required time of completion, taking into consideration the scope of the work, external factors listed above, weather, and how cooperative the Owner is in completing the work.

A new dwelling shall not be occupied until a certificate of occupancy (CO) has been issued by the Buncombe County Division of Permits and Inspections. Other permitted construction or improvements shall be deemed completed upon final inspection by the Buncombe County Division of Permits and Inspections.

Section 5.5. Architectural Standards and Guidelines. In addition to the requirements contained in Section V of this Amended and Restated Declaration, the ARC may establish additional standards and guidelines. Disapproval of any plans or specifications may be based upon any grounds, including purely aesthetic considerations, which the ARC, in its discretion, deems sufficient.

Section 5.6. Limitation of the Association's Liability. Neither the Board of Directors, the Association nor any representative(s) thereof, nor its successors or assigns, shall be liable in damages to anyone submitting specifications for approval, or to any Owner, by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization which submits plans and specifications to the Board of Directors or the Association for approval agrees, by such act, and every Owner agrees by acquiring title to any Lot or an interest therein, that it will not bring any action, proceeding or suit against the Board of Directors, the Association or any representative to recover any such damages. The Board of Directors' and Association's approval of any plans, specifications, landscaping or elevations or any other approvals or consents are given solely to protect and preserve the appearance of the Property, and shall not be deemed a warranty, representation or covenant that the proposed work complies with any applicable laws, rules or regulations or any standard of due care regarding structural design.

ARTICLE 6

Easements, Rights of Ways, Utilities

Section 6.1. Street Lighting. The Association reserves the right to subject the Property to a contract with Duke Energy Progress Inc. for street lighting, the cost of which will be borne by the Association as a common expense.

Section 6.2 Easements of Association. There shall exist the following easements from each Lot Owner to the Association for the benefit of the Association and each other Lot Owner (as the case may be):

- a. Easements through the common elements for ingress and egress for all persons making use of such common elements in accordance with the terms of the Documents; and

- b. Easements through the Lots, and common elements for maintenance, repair, and replacement of the common elements including control of pests. Use of these easements, however, for access to the Lots shall be limited to reasonable hours, except that access may be had at any time in case of emergency; and
- c. Easements through the Lots and through the common elements for all facilities for the furnishing of utility services, which facilities shall include, but not be limited to, conduits, drainage, plumbing, and wiring.

Section 6.3. **Road Right of Way.** The Subdivision property is serviced by those certain road rights of way shown on the recorded plat, which rights of way lead from Brevard Road (NC Highway 191) to the various Lots within the Subdivision as shown on said recorded plat. The roads within the Subdivision are public roads and as such, the Department of Transportation assumes the obligation for their maintenance.

Section 6.4. **Private Utilities.** The cost and sole responsibility for utility services including water and sewer, telephone, electricity, gas, and cable television hook-ups, will be borne by individual Owners. All utility services from a lot line to any improvement on the Lot shall be installed underground. All property owners shall be responsible for obtaining their own water source for the benefit of a Lot. Furthermore, no individual water well or sewage disposal system shall be permitted on a Lot unless said well or system is pre-approved in writing by the ARC and unless the sewage disposal system is designed in accordance with the requirements, standards and recommendations of the Buncombe County Health Department.

Section 6.5. **Utility Reservation.** Unless otherwise noted on any recorded plat, easements of ten feet (10') in width are reserved on either side of all front, side and rear lot lines for installation, maintenance and repair of any utility services and drainage facilities. Easements are also reserved within the road rights of way for installation, maintenance and repair of any utility services. An easement of six feet from the roadway is reserved for any future installation of sidewalks where no sidewalks currently exist.

Section 6.6. **Utility Easements.** There is hereby created a blanket easement upon, across, over and under all of the Planned Community for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewers, storm drainage, gas, telephones, cable, fiber-optic networks, and electricity. An easement is further granted to all police, fire protection, ambulance, and all similar persons to enter upon the common elements in the performance of their duties. Further, an easement is hereby granted to the Association, its respective officers, agents and employees, and to any management company selected by the Association to enter in or to cross over the common elements provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, drains, electrical lines, water lines, or other utilities may be installed or relocated on said property except as approved by the Board of Directors. Should any utility company furnishing a service covered by the general easement herein

provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this article shall in no way affect any other recorded easement on the Planned Community.

ARTICLE 7

Assessments and Collection of Common Expenses

Section 7.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association from time to time as hereinafter provided: 1) annual assessments or charges; and 2) special assessments for capital improvements and/or other purposes. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land as set forth in the provisions of Section 47F-3-116 of the Act and shall be a continuing lien upon the Lot against which each assessment is made.

Section 7.2. Purpose of Assessments. The assessments for common expenses as described in Section 47F-3-115 of the Act and as otherwise provided for in the Documents shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Planned Community as may be more specifically authorized from time to time by the Board.

Section 7.3. Computation of Operating Budget and Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Planned Community during the coming fiscal year and amounts necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The Board shall cause the budget and the annual assessments to be levied against each Lot for the coming fiscal year. Within 30 days after adoption of any proposed budget for the planned community, the Board shall provide to all the Lot Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget, such meeting to be held not less than ten (10) not more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget and the assessment established therefrom is ratified unless at the meeting a majority of all the Lot Owners in the association rejects the budget. Notwithstanding the foregoing, however, in the event that the membership rejects the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 7.4. Capital Budget and Contribution. The Board of Directors shall annually

prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required may be fixed by the Board and included within the budget and assessment as provided in Section 7.3 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 7.5. Personal Liability of Lot Owners. The Owner of a Lot at the time any common expense assessment or portion thereof is due and payable is personally liable for such assessment, for any interest, if applicable, and for all costs of collection including, but not limited to, reasonable attorney's fees actually incurred. In addition to lien rights described in Section 7.1 above, the Association has the right to bring a separate collection action to enforce the personal liability of Lot Owners to pay assessments.

The grantee(s) of a Lot shall be jointly and severally liable with the grantor Owner for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

Section 7.6. Due Dates of Annual Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors in its discretion. Unless otherwise provided, the annual assessment payments shall be late and the Lot Owner in default if not paid on or before the tenth (10th) day after such payment becomes due.

Section 7.7. Acceleration. If a Lot Owner is in default in payment of any assessment or charge, including, but not limited to, the regular installments of the annual assessment based on the budget, the Board of Directors may accelerate the remaining balance of the annual assessment, including regular installments based on the budget, special assessments, and specific assessments, upon ten (10) days written notice to such Lot Owner, whereupon the entire unpaid balance shall become due and payable upon the date stated in such notice.

Section 7.8. Special Assessments.

- a. If the annual assessment proves inadequate for any year or in the event of emergency, the Board may at any time levy a special assessment against all Owners.
- b. The Board of Directors may levy special assessments for capital improvements upon the common elements and for such other matters as the Association shall determine; provided, however, prior to becoming effective any such special

assessment shall be approved by the affirmative vote of 67% of all the Lot Owners at a special meeting of the Association duly called for that purpose.

Section 7.9. Assessment Roll and Certificate. All assessments shall be set forth upon a roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by members and Security Holders, and their duly authorized representatives. Such roll shall include, for each Lot, the name and address of the member or members, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Lot Owner, or his authorized agent, a recordable certificate setting forth the amount of unpaid assessments currently levied against his Lot. The certificate shall be furnished within fourteen (14) business days after receipt of the request and shall be binding upon the Association and all Lot Owners. For such certificate a reasonable fee may be charged by the Board.

Section 7.10. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment which is not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. Any assessment attributable to a Lot which remains unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot when a claim of lien is filed of record in the Office of the Clerk of Superior Court in Buncombe County, North Carolina. Once filed, a claim of lien secures all sums due the Association through the date filed and any sums due to the Association thereafter. Fees, charges, late charges, and other charges imposed pursuant to N.C.G.S. 47F-3-102, 47F-3-107, 47F-3-107.1, and 47F-3-115 are subject to the claim of lien under this Section as well as any other sums due and payable to the Association under the Declaration or as the result of an arbitration, mediation, or judicial decision.

No Owner may escape liability for any assessment through non-use of the Common Elements or through abandonment of his property. The obligation of an Owner for delinquent assessments shall pass to his successors or assigns in title unless expressly excused by the Association, except that such personal obligation shall not pass to mortgagees or trustees under Deeds of Trust of such successor Owner or assignee. After notice and opportunity to be heard, the Association shall also be entitled to suspend the right of a defaulting Lot Owner to use the Common Property, until the delinquency is cured.

The Association may bring an action against the Owner personally obligated to pay such assessment or may foreclose the lien created herein in the same manner prescribed by the laws of the State of North Carolina for foreclosure of deeds of trust. Costs, interest, and reasonable attorney's fees as hereinabove provided shall be added to the amount of such assessment.

Section 7.11. Interest, Late Charges and Payments. In accordance with N.C. Gen. Stat. 47F-3-115(b), the Association hereby establishes that any past due common expense assessment or installment thereof, past due special assessments, fines, or other past due charges shall bear interest at the rate not to exceed eighteen percent (18%) per year.

The Board shall set a late charge to be assessed against Lot Owners for late payment of any common expense assessments or installment thereof, special assessments, fines, or any other charges not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid.

Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied to the oldest balance due.

Section 7.12. **Allocation of Common Surplus.** Any surplus funds of the Association remaining after payment of or provision for common expenses and prepayments, including funds in reserve accounts, may be allocated to each Lot in accordance with its percentage of the share of assessments, and, if allocated, shall be owned by the Lot Owner, and, if allocated, may be paid to the Lot Owner or credited against fines owed, assessments in arrears, or that Lot's share of Common Expenses subsequently assessed. Notwithstanding the above, the Board, in its sole discretion, may retain any surplus funds in the general operating funds or long-range fund of the Association, and no such surplus funds shall be paid to Lot Owners nor shall such surplus funds be used as a credit to reduce future common expense assessments.

ARTICLE 8

Insurance

Section 8.1. **Coverage.** To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage, as a common expense in accordance with Section 47F-3-113 of the Act and as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners at their respective last known addresses.

Section 8.2. **Property and Casualty Insurance.** The Association shall procure and maintain property and casualty insurance on the Common Elements and any buildings constructed on the Common Elements insuring against all risks of direct physical loss, including fire and extended coverage periods, for and in an amount equal to 100% of the replacement costs of all structures on the Common Elements.

Section 8.3. **Liability Insurance.** The Association shall maintain liability insurance in reasonable amounts covering all occurrences, commonly insured against for death, bodily injury, and property damage rising out of or in connection with the use, ownership, or maintenance of the common elements and covering the Association, the Board of Directors, Officers, and all agents and employees of the Association and all Lot Owners and persons entitled to occupy any Lot or other portion of the Planned Community.

If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners at their respective last known addresses.

Section 8.4. Policy Requirements. In accordance with Section 47F-3-113(c) of the Act, the insurance policies carried in accordance with Section 8.2 and 8.3 above must provide that:

- a. Each Lot Owner is an insured person under the policy to the extent of the Lot Owner's insurable interest;
- b. The insurer waives its right of subrogation under the policy against any Lot Owner or members of the Lot Owner's household;
- c. No act or omission by any Lot Owner, unless acting within the scope of his or her authority on behalf of the Association, will preclude recovery under the policy; and
- d. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 8.5. Association as Trustee. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the mortgagees of Owners, if any. The proceeds from property and casualty insurance claims shall be payable to the Association as trustee for all Lot Owners and mortgagees of Owners. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine that the policies in force are adequate to meet the risks of the Association. Such a responsibility may be performed and shall be deemed reasonably performed by the Board requesting the Association's insurance agent to verify insurance policies in existence to meet the needs of the Association. All insurance shall run to the benefit of the Association, the respective Lot Owners, and their respective mortgagees as their interests may appear. Policies may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining the amount of coverage.

Section 8.6. Other Insurance. The Board of Directors shall obtain as a common expense:

- a. Worker's Compensation Insurance if and to the extent necessary to meet the requirements of North Carolina law;
- b. Officers and Directors Liability Insurance in such amount as the Board may determine. Such insurance shall contain a cross liability endorsement;

- c. Such other insurance as the Board of Directors may determine to be necessary.

ARTICLE 9

Association of Lot Owners

Section 9.1. Association Authority. The Association shall manage and administer the Planned Community and shall have all powers and duties granted to it in the Act and the Documents.

Section 9.2. Association Membership. All Lot Owners by virtue of their ownership of a Lot in the Planned Community are members of the Lot Owners' Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Documents. Subject to the provisions of the Planned Community Act and the Documents, such Owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

Section 9.3. Powers and Duties. Pursuant to Section 47F-3-102 of the Act, and acting by and through its Board of Directors and/or its membership in accordance with the provisions of the Documents, the Association shall have the following powers and duties necessary for the administration of the affairs of the Planned Community which shall include, but not be limited to, the following:

- a. Adopt and amend bylaws and rules and regulations;
- b. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners;
- c. Hire and discharge managing agents and other employees, agents, and independent contractors;
- d. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Planned Community;
- e. Make contracts and incur liabilities;
- f. Regulate the use, maintenance, repair, replacement, and modification of common elements;
- g. Cause additional improvements to be made as a part of the common elements;
- h. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to G.S. 47F-3-112 of the Act;

- i. Grant easements, leases, licenses, and concessions through or over the common elements; Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to lot owners;
- j. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer;
- k. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the Association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the Association;
- l. Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the Amended and Restated Declaration or statements of unpaid assessments;
- m. Provide for the indemnification of and maintain liability insurance for its officers, Board, directors, employees, and agents;
- n. Assign its right to future income, including the right to receive common expense assessments;
- o. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and
- p. Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 9.4. **Right to Assign Future Income.** The Association may assign its future income, including its right to receive and collect common expense assessments, only by the affirmative vote of Owners of Lots to which at least a majority of the votes in the Association are allocated at a meeting called for that purpose.

ARTICLE 10

Maintenance Responsibilities

Section 10.1. **By the Association.** The Association shall maintain and keep in good repair, as a common expense, all Common Elements.

Section 10.2. By the Owner. Every Lot Owner shall maintain, repair, and replace at his expense all portions of his home located on the Lot and shall prevent the development of any unclean, unkempt or unsightly conditions. Each Lot Owner shall maintain, repair, and replace, when necessary, all damage to his residence and any other permanent structures located on the Lot unless the Association or its insurance coverage is responsible for remedying any such damage. Lawns shall be seeded and mowed, shrubbery trimmed, areas visible from the street weeded, all appropriate exterior surfaces painted, and all appropriate exterior surfaces power washed when moldy or otherwise discolored, all in a manner and with such frequency as is consistent with good property management. All damages to the Common Elements intentionally or negligently caused by a Lot Owner, his family, guests, invitees, agents, servants, lessees, employees, or contractors shall be repaired promptly by such Lot Owner, except to the extent such damage is covered by hazard insurance required to be maintained by the Association, in which case the Association waives its right of indemnity to the extent of funds received and paid pursuant to said insurance policy. If the Lot Owner defaults in his obligations herein and if any such default is not cured by him within fifteen (15) days from written demand by the Association, the same may be cured by the Association and the cost thereof shall be assessed against the Lot owned by the subject Lot Owner. The Owners shall be responsible for maintenance and repair to all utilities and services to the Lots.

Section 10.3. Restrictions on Lot Owners. No Lot Owner shall perform or cause to be performed any maintenance, repair, or replacement work upon his Lot which disturbs the rights of the other Lot Owners or jeopardizes the soundness or the safety of the Common Elements. If the Lot Owner shall cause any work so performed on the Lot, which in the sole opinion of the Board violates the terms of this paragraph, it shall be immediately corrected, and the Lot Owner shall refrain from recommencing or continuing any such work without written consent of the Board. A Lot Owner shall not repair, alter, replace, or move any of the Common Elements without the prior written consent of the Board.

Section 10.4. Responsibility for Damages. In accordance with Section 47F-3-107 of the Act, if damage for which a Lot Owner is legally responsible and which is not covered by insurance provided by the Association is inflicted on any common element or the property of another Lot Owner, the Association may direct such Lot Owner to repair such damage or the Association may itself cause the repairs to be made and recover the costs thereof from the responsible Lot Owner.

Section 10.5. Insurance Deductibles. If maintenance to a common element is required as a result of an insured loss, the amount of the deductible shall be paid by the Association. If such maintenance is caused by the act or omission of a Lot Owner, or his or her immediate family member(s), guest(s), tenant(s) or lessee(s), then the Lot Owner will be assessed and shall pay the amount of the deductible.

ARTICLE 11

Enforcement Powers

Section 11.1. Defaults and Remedies. Enforcement of the agreements contained in this Amended and Restated Declaration shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin violations or to recover damages. The remedies granted and reserved herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of other property owners to exercise any or all of the other remedies or those which may be permitted by law or equity.

Section 11.2. Fining Powers. Pursuant to Sections 47F-3-102(a)(11) and 47F-3-107.1 of the Planned Community Act, after notice and an opportunity to be heard, the Board shall have the power to impose fines in an amount not to exceed One Hundred Dollars (\$100.00) per violation, such amount to be assessed per day for a continuing violation, for any violation of any duty imposed under the Act, the Declaration, Bylaws, or Rules and Regulations duly adopted pursuant thereto against Owners or occupants, which fine(s) shall constitute an assessment against the Lot in accordance with Article 7 hereof, and become a personal obligation of the Lot Owner, and a lien upon the property; to suspend an Owner's or occupant's right to use the common elements; and to suspend an Owner's right to vote. The failure of the Board to enforce any provision of the Act, Declaration, Bylaws, or Rules and Regulations, shall not be deemed a waiver of the right of the Board to do so thereafter. Additionally, Lot Owners waive and release any defense that enforcement is or may be selective.

Section 11.3. Abatement and Enjoinment of Violations. In addition to any other remedies provided for herein, the Association through the Board shall have the power to enter upon a Lot or any portion of the common elements to abate or remove any erection, thing, or condition which violates the Declaration, Bylaws, or Rules and Regulations. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise such abatement and an opportunity to be heard. All costs of abatement, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 11.4. Recovery of Attorney Fees and Costs. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees and may be allowed by the court, with interest thereon at the highest rate allowed by law at the time the costs are incurred, from the dates such costs are uncured until paid.

Section 11.5. **Nonwaiver of Covenants.** The failure of the Association or any member thereof to enforce any term, provision, right, covenant or condition that may be granted by this Amended and Restated Declaration, the Bylaws, the Articles, the rules and regulation or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

ARTICLE 12

Enforcement Procedures

In accordance with Section 47F-3-107.1 of the Act, the Board of Directors shall not impose a fine or charge for damages against a Lot Owner or suspend a Lot Owner's planned community privileges or services unless and until the following procedure is followed:

Section 12.1. **Notice.** If it appears that a Lot Owner is in violation of the Declaration, Bylaws, or Rules and Regulations, the Board shall give the violator written notice of the alleged violation. This notice shall state: (i) the nature of the alleged violation; (ii) the date, time and location that the violator will have the opportunity to be heard to explain why the Lot Owner is not in violation of the Declaration, Bylaws, or Rules and Regulations; (iv) that any statements, evidence and witnesses may be produced by the violator at the hearing; and (v) that the Lot Owner has the right to be represented by an attorney at the hearing.

Section 12.2. **Hearing.** The hearing shall be held before the Board of Directors and the violator shall be given a reasonable opportunity to be heard. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and, without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Board shall render its Final Decision to the Lot Owner regarding imposition of the fine and/or suspension of planned community privileges or services. Charges for late payments under Article 8 of the Declaration are not to be regarded as fines that warrant a hearing under this section.

ARTICLE 13

Amendment

This Amended and Restated Declaration may be amended only by affirmative vote of or written agreement signed by Lot Owners of Lots to which at least Sixty Seven Percent (67%) of the votes in the Association are allocated. The procedure for amendment shall follow the

procedure set forth in Section 47F-2-117 of the Planned Community Act. No amendment shall become effective until recorded in the office of the Register of Deeds of Buncombe County, North Carolina.

ARTICLE 14

Condemnation

If part or all of the Planned Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47F-1-107 of the Act.

ARTICLE 15

Termination

Termination of the Planned Community shall be accomplished only in accordance with Section 47F-2-118 of the Act.

ARTICLE 16

Miscellaneous Provisions

Section 16.1. **Captions.** The captions used in this Amended and Restated Declaration are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction or meaning of this Amended and Restated Declaration.

Section 16.2. **Gender.** The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

Section 16.3. **Notice.** Notices shall be in writing and shall be addressed as follows: (i) if to an Owner, to the address of his/her lot or to the email address provided to the Secretary of the Association. If an Owner fails to provide an address, the Owner will be deemed to have waived his or her voting rights until an address is provided; (ii) if to the Association, to Ashley Woods POA, PO Box 124, Skyland, NC 28776. The Association may designate a different address for notices by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices by giving written notice of such change of address to the Secretary of the Association.

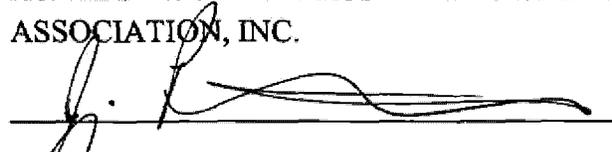
Section 16.4. **Invalidation and Severability.** The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the

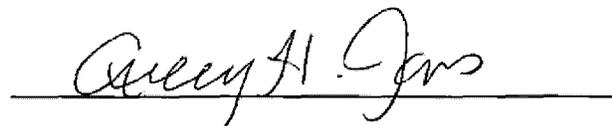
remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 16.5. **Conflict.** This Amended and Restated Declaration is intended to comply with the requirements of the Act and Chapter 55A of the North Carolina General Statutes. In the event of any conflict between the Amended and Restated Declaration and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Amended and Restated Declaration and any other Document, this Declaration shall control.

IN WITNESS WHEREOF, the undersigned officers of the Ashley Woods Property Owners' Association, Inc. hereby certify that the above Amended and Restated Declaration of Terms, Conditions, Restrictions and Protective Covenants for Ashley Woods Subdivision is duly adopted by the Association and its members in accordance with the Act and the provisions of the Declaration of Terms, Conditions, Restrictions and Protective Covenants for Ashley Woods Subdivision ("Original Declaration"), as amended.

ASHLEY WOODS PROPERTY OWNERS' ASSOCIATION, INC.


BY: James H. Pritchett, Jr., President


ATTEST: Avery H. Jones, Secretary

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that ^{James Pritchett and} Avery Jones personally appeared before me this day and acknowledged that she/he is Secretary of the Ashley Woods Property Owners Association, Inc., a North Carolina Nonprofit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this the 15th day of June, 2021.

Notary Public Sara Billie Pearson

My Commission Expires July 15 2024



EXHIBIT A

**BYLAWS OF
ASHLEY WOODS PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

Identity

These are the Bylaws of the Ashley Woods Property Owners Association, Inc., a North Carolina non-profit corporation, (the "Association").

For purposes of these Bylaws, terms specifically defined either in the AMENDED AND RESTATED DECLARATION OF TERMS, CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR ASHLEY WOODS SUBDIVISION (the "Restrictions" or the "Covenants") located in Buncombe County or the North Carolina Nonprofit Corporation Act, Chapter 55A, North Carolina General Statutes (the "Non-Profit Act"), shall have the same meaning herein. Unless the Restrictions or Bylaws expressly provide otherwise, the procedures and substantive matters governing the Association can be determined by reference to the Act.

ARTICLE II

Definitions and Governing Procedures

2.1 Definitions. For purposes of these Bylaws, terms defined either in the Covenants or the North Carolina Planned Community Act as set forth and contained in Chapter 47F of the North Carolina General Statutes (the "Act"), both of which are incorporated by reference, shall have the same meaning herein.

2.2 Procedures. Unless the Restrictions or Bylaws expressly provide otherwise and are not contradicted by the Act, the procedures and substantive matters governing the Association can be determined by reference to the Act.

ARTICLE III

Qualifications and Responsibilities of Members

3.1 Members. Every Lot Owner in Ashley Woods Subdivision shall be a member of the Association and shall remain a member until he or she ceases to be a Lot Owner.

3.2 More than One Owner. When there is more than one Owner of a Lot, all such persons shall be members of the Association, but it is understood that each Lot shall be entitled to only one vote on matters coming before the Association (as set forth in Article IV herein).

3.3 Registration. It shall be the duty of each Lot Owner to register his or her name, mailing address, and (optionally) phone number and email with the Secretary of the Association within 30 days of closing and maintain that information. If a Lot Owner does not so register and maintain accurate contact information, the Association shall be under no obligation to recognize his or her privileges of being a member. If the Member provides an email address and does not expressly and in writing object to receiving notices by email, that Member shall be deemed to have consented to receiving all notices, ballots, or any other official business by email. If the Owner expressly and in writing objects to receiving such notices, ballots, or other official business by email, such communications shall be sent by United States mail to the physical address provided by the Owner.

3.4 Prohibition of Assignment. The interest of a member in the Association assets cannot be transferred or encumbered except as an appurtenance to his Lot.

ARTICLE IV

Members' Meetings and Voting

4.1 Place. Meetings of the members shall be held at such place within the Subdivision or within Buncombe County, North Carolina, as may be designated from time to time by the Board of Directors of the Association (the "Board").

4.2 Annual Meeting. The members shall meet at least once each year, the date being set by the Board and specified in the notice of such meeting given pursuant to Section 4.4 of these Bylaws. At each annual meeting, the members may transact any business properly coming before them.

4.3 Special Meetings. Special meetings of the association may be called at any time by the President, by a majority of the Board, or by a written petition delivered to an Officer or Board member and signed by Owners having ten percent (10%) of the total votes in the association.

4.4 Notices. Not less than 10 nor more than 60 days in advance of any meeting of the members, the Secretary or other officer appointed by the President to do so shall cause notice to be hand-delivered; sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner; or sent by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and shall be accompanied by a complete agenda, including the general nature of any proposed amendment to the Restrictions or bylaws, any budget changes, and any proposal to remove a director or officer. The Association may vote or transact business on any matter at an annual meeting. However, for special meetings, only items which were included in the meeting's notice to members can be voted on.

4.5 Quorum. A quorum is present throughout any meeting of the Association if persons entitled to cast ten percent (10%) of the votes are present in person or by proxy at the beginning of the meeting.

4.6 Adjourning to Achieve a Quorum. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

4.7 Vote. Each Lot Owner is entitled to one (1) vote. When there is more than one owner of a Lot, said Owners shall designate the person authorized to vote for said Lot.

4.8 Manner of Casting Votes. Votes may be cast in person or by proxy, or by "Action by Written Ballot" pursuant to Section 55A-7-08 of the Non-Profit Corporation Act. A proxy must be in writing, be signed by at least one Owner-of the Lot, be given only to another Member or to a Security Holder of the Lot and be filed with the Secretary on or before the meeting. Pursuant to Section 47F-3-110(b) of the Act, a proxy shall terminate (11) months after the date of its issuance, unless it specifies a shorter term or until revoked in writing by the Owner who signed the proxy or another Member who is an Owner of that Lot. A proxy should denote the vote desired on a specific issue and/or be a general authorization to the proxy holder to vote according to the holder's discretion. Proxies may be delivered and received by USPS mail or electronic mail.

4.9 Required Votes. All questions shall be decided by a majority of the votes cast on the questions, unless the provisions of applicable law, the Restrictions or these Bylaws require a greater vote.

4.10 Prohibition of Cumulative Voting. There shall be no cumulative voting.

ARTICLE V

Directors

5.1 Number and Qualifications of Directors. The Board shall consist of a minimum of five (5) but not more than seven (7) natural persons, as determined by a majority of the Members voting at an annual or special meeting. A Director must be a Lot Owner in good standing or the individual nominee of a Lot Owner which is other than an individual. The Board shall promulgate a policy of staggered terms that ensures that at least two (2) Directors remain on the Board in any given year.

5.2 Election of Directors. Election of Directors by the Members to fill expired terms shall occur at each annual meeting. The Members shall elect the Directors by a majority of the votes cast in the election.

5.3 Term. Terms of the Directors shall be for two (2) years except as may be required to achieve staggered terms pursuant to Section 5.1 above. No Director may serve more than three (3) consecutive terms. Once elected, a Director shall hold office until a successor has been duly elected.

5.4 Removal. Any Director may be removed, with or without cause, by a vote of the Members entitled to cast at least sixty-six and two-thirds percent (67%) of the total votes in the Association, at a special meeting called for such purpose. In such an event, the Members by majority vote shall appoint a successor to serve the balance of the removed Director's term.

5.5 Vacancies. Any vacancy in the Board arising by death, resignation, or disqualification (such as by moving out of the Subdivision) of a Director shall be filled by act of the remaining Directors, whether or not constituting a quorum, and a Director so selected shall serve for the unexpired term of his or her predecessor in office. Such service shall not count as a "term" pursuant to Section 5.3 unless the Director serves more than one year of the unexpired term.

5.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, but at least three (3) times a fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, facsimile or electronic mail, at least thirty (30) days prior to the meeting.

5.7 Quorum. A quorum is deemed present throughout any meeting of the Board if Directors entitled to cast fifty percent (50%) on that Board are present at the beginning of the meeting. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present. The signing by a Director of the minutes of a meeting shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

5.8 Special Meetings. Special meetings of the Board may be called by the President, by the Secretary or upon written request signed by two (2) Directors and delivered to any other Director or the President or the Secretary. Not less than seventy-two (72) hours' notice of such special meeting shall be given personally or by mail, telephone, facsimile or electronic mail to each Director, provided that in case the President or any Director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

5.9 Public Health or other Emergencies. In the event of public health or other emergencies, the Board, in its discretion, may conduct meetings, including the Annual Meeting and special meetings, using digital technology, a series of small group meetings, or whatever other technique and procedure the Board determines is prudent and effective under the circumstances.

5.10 Manner of Acting; Delegation and Reservation of Authority. Each director shall be entitled to one (1) vote. The act of a majority of the Directors present at a meeting shall constitute the act of the Board unless the act of a greater number is required by the provisions of applicable law, the Restrictions, or these Bylaws. No action may be taken in the name of the Board unless a majority of the Board has approved it, provided, however, that the Board may, in its discretion, delegate authority to a managing agent or to subcommittees of the Board (not necessarily consisting of Board members). Notwithstanding the foregoing, the Board may not delegate the authority to approve budgets, changes to budgets, or the issuance of violation letters and fines.

5.11 Meeting Forums; Board Action Without Meeting. Although regular or special meetings may occur at such places as specified in the notice, regular or special meetings by means of a conference telephone or video, or similar communication device, are permissible as long as the required notice is given and provided that all directors participating may simultaneously hear each other during the meeting. Approval by a majority of the Board may be received by email concerning notices of violation of the Restrictions or when time is of the essence. If a reasonable time, not to be less than twenty-four (24) hours, for a Director to respond to such issues is provided in the notice of the proposed action, and the Director fails to respond, said failure to respond may be construed as a vote to affirm the proposed action. Any other actions that may be taken at a meeting of the Board may be taken without a meeting if such action is authorized in writing, setting out the action to be taken, signed by all Directors or agreed to by email responses from each Director.

5.12 Compensation of Directors Restricted. Directors shall receive no compensation for their services but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

5.13 Powers and Duties of Association Enacted Through the Board. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Amended and Restated Declaration and the Articles of Incorporation, as any thereof may be from time to time amended. Such powers and duties shall be exercised in accordance with the provision of applicable law, the Act, the Amended and Restated Declaration, these Bylaws and the Articles of Incorporation, and shall include but not be limited to the following:

1. Adopt and amend rules and regulations;

2. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners;
3. Hire and discharge managing agents and other employees, agents, and independent contractors, provided, however, that the Board may not delegate the authority to approve budgets, changes to budgets, or the issuance of violation letters and fines;
4. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Subdivision;
5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement, and modification of common elements;
7. Cause additional improvements to be made as a part of the common elements;
8. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to G.S. 47F-3-112;
9. Grant easements, leases, licenses, and concessions through or over the common elements; Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than the limited common elements and for services provided to lot owners;
10. Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than the limited common elements and for services provided to lot owners;
11. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the association (except rights of access to lots) during any period that assessments or other amounts due and owing to the association remain unpaid for a period of 30 days or longer;
12. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the association;

13. Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to the declaration or statements of unpaid assessments;
14. Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
15. Assign its right to future income, including the right to receive common expense assessments;
16. Exercise all other powers that may be exercised in this State by legal entities of the same type as the association;
17. Exercise any other powers necessary and proper for the governance and operation of the association;
18. Except as provided in the Declaration or North Carolina law, the Board may act in all instances on behalf of the Association. In the performance of their duties, officers and members of the Board shall discharge their duties in good faith. Officers shall act according to the standards for officers of a nonprofit corporation set forth in G.S. 55A-8-42, and members shall act according to the standards for directors of a nonprofit corporation set forth in G.S. 55A-8-30;
19. No fewer than two (2) times a year, the Board meeting shall provide Owners an opportunity to attend a portion of a Board meeting and to speak to the Board about their issues or concerns. Speakers must register no later than twenty-four (24) hours before the meeting and give a brief description of the subject of their remarks. Each speaker is limited to two (2) minutes unless the Board votes to grant additional time. The Board may limit the comment period regarding an issue if, in the discretion of the Board, all sides of the issue have been heard and additional speakers will not add new information or viewpoints. With the exception of the foregoing, speakers will be heard in the order in which they register, divided by issue. Registration will be online.

ARTICLE VI

Officers

6.1 Designation of Officers. The Officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer. Each officer shall be a Lot Owner or the individual nominee of a Lot Owner which is other than an individual. The President and Vice President shall be members of the Board. A person may hold one or more such offices at one time, except that the President shall not at the same time hold another office in the Association. The Board may elect an assistant Treasurer, an assistant Secretary and such other officers as in its judgment

may be necessary. Officers and assistant Officers who are not Board members shall not have voting privileges.

6.2 Election of Officers. Officers of the Association shall be elected by the Board. Elections shall be held every year at the first meeting of the Board held after the annual meeting of the members, or as necessary to fill vacancies.

6.3 Term. Each officer shall serve until his successor has been duly elected and has qualified.

6.4 Removal. Any Officer may be removed, with or without cause, and without notice, by the Board.

6.5 Vacancy. Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

6.6 Powers and Duties of Officers

(a) President. The President shall be the Chief Executive Office of the Association and shall see that all actions and resolutions of the Board are carried into effect.

(b) Vice President. The Vice President shall perform such duties of the President as shall be assigned to him by the President, and in the absence of the President shall perform the duties and function of the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings and action of the Board and of the members; shall give all required notices to the Directors and Members; shall keep the records of the Association, except those kept by the Treasurer; shall perform all other duties incident to the office of a Secretary of a corporation; and shall perform such other duties as required by the Board or the President.

(d) Treasurer. The Treasurer shall have custody of all intangible property of the Association, including funds, securities, and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices and principles, and upon request, shall submit them, together with all vouchers, receipts, records and other papers to the Board for examination and approval; shall deposit all monies and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

6.7 Execution of Agreements, Etc. All agreements, deeds, mortgages, or other instruments shall be executed by the President or Vice President with an attestation by the Secretary (or Assistant Secretary if appointed), or by such other person or persons as may be designated by the Board.

6.8 Amendments to Declaration. The President of the Association shall execute any amendments to the Amended and Restated Declaration, with the Secretary of the Association attesting to that signature.

6.9 Compensation of Officers Restricted. The President and Vice President shall not be compensated for services rendered in such capacity but may be reimbursed for out-of-pocket expenses incurred in performing their duties, including attending meetings of the Board. The Board may approve just compensation for the Secretary and/or Treasurer.

ARTICLE VII

Indemnification of Directors and Officers

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by the North Carolina General Statutes, as now enacted or hereafter amended. In addition, the Association is authorized to maintain Officers and Directors Liability Insurance.

ARTICLE VIII

Fiscal Management

8.1 Depository and Fiscal Accountability. The Board shall designate a depository for the funds of the Association and may change such depository at any time. Because much of the Association's business is done by internet banking and online bill pay, one member of the Board, who shall not be the person responsible for bookkeeping, shall have access to the bank account and all online transactions and shall regularly examine transactions and report any inaccuracies, fraud, or concerns to the Board.

8.2 Fiscal Year. The Fiscal Year of the Association shall be the calendar year, provided that the Board, from time to time, by resolution may change the Fiscal Year to some other designated period.

ARTICLE IX

Amendment

The amendment of Bylaws or adoption of new Bylaws can only occur at a regular meeting of the members, or pursuant to § 55A-7-08 ("Action by Ballot"), where quorum is met either in person or via proxy, and shall require an affirmative vote of sixty-seven percent (67%) of the members of this quorum to such changes.

ARTICLE X

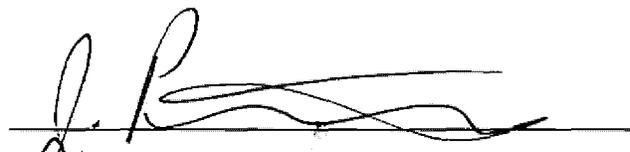
General Provisions

10.1 Parliamentary Authority. Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceeding when not in conflict with the Restrictions, these Bylaws, the Articles of Incorporation, the Act, or any statutes of the State of North Carolina applicable hereto.

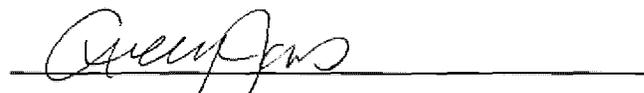
10.2 Compliance with the Act; Conflict; Severability. These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs, or clauses of these Bylaws conflict with any of the provisions of said Act, the provisions of said Act shall control unless the Act permits these Bylaws to override the Act, in which event these Bylaws shall control. In the case of any conflict between the provisions of these Bylaws and the Restrictions, the Restrictions shall control. If any term, provision, limitation, paragraph, or clause of these Bylaws, or the application thereof to any persons or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

10.3 Corporate Seal. An impression of the Corporate Seal of the Association is affixed hereto. Said seal shall be sufficient if it states "Corporate Seal" and is circular in style. Said seal shall also be considered the official seal if around the circular edge thereof the words "Ashley Woods Property Owners' Association" are used.

THESE BYLAWS adopted and approved at a duly called meeting of the Association or other process approved by law this the 15th day of June, 2021.


James H. Pritchett, Jr., *President*

ATTEST:


Avery Jones, *Secretary*

(CORPORATE SEAL)