
Southside Village Association, Inc.

Rules and Regulations

Southside Village (SSV) is a Planned Unit Development (PUD) that is subject to the requirements of the North Carolina Planned Community Act, the North Carolina Nonprofit Corporation Act, the SSV Amended and Restated Declaration (the Declaration) and the SSV Bylaws (the Bylaws).

The SSV Rules and Regulations, which incorporate by reference the SSV Guidelines posted on the SSV Website, are created and amended from time to time by the SSV Board as provided for in the Bylaws. Input from residents is always welcome. The dominant goals underlying these Rules and Regulations are the safety of all residents and visitors, the solvency and sustainability of SSV, ensuring enforceability with equal treatment of Owners, balancing the needs of the community as a whole with the individual rights of Owners, common sense, with a focus more on guidelines as opposed to ultimatums, and a constant emphasis on civility and harmony. Achievement of these goals requires the compliance of all residents.

Amended and Restated March 1, 2022

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ANY TERMS USED HEREIN, AND NOT OTHERWISE DEFINED, SHALL HAVE THE MEANINGS SET FORTH IN THE DECLARATION.

SOUTHSIDE VILLAGE ASSOCIATION, INC.

Rules and Regulations

The SSV Board reserves the right to review and act on residents' issues on an individual basis in an effort to ensure the most practical solution for situations that do not fall under existing Rules and Regulations or where special circumstances make the application of existing Rules and Regulations unrealistic.

1) CIVILITY

- a) *It is the responsibility of each Owner and resident, as well as their guests, visitors, lessees and contractors, to exercise a "good neighbor" policy at all times and to respect the rights and property of others. Civility is not about censorship, freedom of speech, or behavior; it is about creating a place where abuse, harassment, personal attacks, insults or threats are unacceptable. Differences of opinion are inevitable in a community. However, we can disagree without being disagreeable.*

2) INSURANCE

- a) *Owners must at all times and at their own expense carry all risk insurance in the amount of the replacement cost of their Living Unit, naming the SSV HOA as either (i) an Additional Insured or (ii) an Interested Party or Additional Interest. The insurance type must be for townhomes (i.e., HO3) and not for condominiums (i.e., HO6).*
- b) *UPON TAKING TITLE TO THEIR TOWNHOME, Owners are required to submit to the Management Company a copy of their insurance policy meeting the HOA requirements set forth in the Insurance Guidelines available on the SSV HOA Website.*
- c) *ANNUALLY, proof of insurance meeting the HOA requirements set forth in the Insurance Guidelines, available on the SSV HOA Website, must be sent by Owners to the Management Company by January 31.*

3) LEASING AND SELLING

- a) *Living Units in SSV may be leased only in their entirety; no fraction or portion may be rented or leased. Owners who lease their SSV townhome and their lessee(s) must sign the Lease Addendum in the form available on the SSV HOA Website.*
- b) *No lease may be for a period less than 6 months or longer than 2 years. Owners who wish to lease for longer than 2 years must execute a new lease and Lease Addendum every 2 years. Owners selling their Living Units are permitted to lease back the Unit from the new Owner for a period of less than 6 months.*
- c) *When Living Units are leased Owners must provide a copy of the fully signed lease and Lease Addendum to the Management Company within 15 days of the*

signing of the lease. Lessee(s) may not occupy the Living Unit until such documents have been provided.

- d) Owners are responsible for their lessee's behavior and will be held liable for any fines assessed to their account for infractions of the Declaration, Bylaws and/or these Rules and Regulations.*
- e) Owners selling their Lot and townhome should refer their real estate agent to the Realtors Guide to SSV, available on the SSV HOA Website, containing helpful information about SSV for realtors.*
- f) When selling a Lot and townhome in SSV, a "For Sale" sign may be placed within the garden area next to the front door. Only one "For Sale" sign is allowed on the property. Open House signs, if needed, may be placed in SSV no more than one week prior to the event. One sign may be placed at the entry to the community and one at the entrance to the street on which the townhome is being sold. Signs must be removed promptly after the event.*
- g) The Owner should have available for prospective buyers visiting the home printed copies of the Buyers Guide to SSV, available on the SSV HOA Website.*

4) ARCHITECTURAL CHANGES

- a) Owners making changes to their townhome are required to deliver a copy of the Contractor Guidelines, available on the SSV HOA Website, to any contractors performing the work.*
- b) Plans for interior structural changes to walls, together with appropriate architectural, structural and engineering documents, must be submitted to the Board in writing for approval.*
- c) Plans for all additions and changes to a townhome's exterior, including outdoor stairs, walkways, driveways, garage lights, awnings, elements of the decks, gutters, windows, screened decks, doors, mailboxes, radon mitigation systems and ventilation fans, must be submitted to the Board in writing for approval. All changes must conform to existing SSV styles and the approved colors set forth on the SSV Color Guidelines available on the SSV HOA Website. The Guidelines for Stairways and Screened In Decks and the Walkways Replacement Guidelines are available on the SSV HOA Website.*
- d) Once written approval is granted by the Board pursuant to sections b) and c) above, all appropriate building permits must be secured from the Buncombe County Building Department and any other required governmental agencies. The Owner must submit to the Board proof of the contractor's liability and workers compensation insurance and Form W-9 for filing with the Management Company before work can begin.*
- e) If the construction plans require modifications after written Board approval, additional approval will be required.*

- f) *Adding additional heated/cooled living space within the original external footprint must be approved in writing by the Board. Changes to the original external footprint dimensions are not permitted.*

5) EXTERIOR MAINTENANCE

- a) *All maintenance, repair and replacement costs for vinyl siding and roof shingles, underlayment, roof decking, sheathing and flashing are the responsibility of the SSV HOA unless the need for such repair or replacement is caused by (i) the willful or negligent act of the Owners, their family, guests, invitees or lessees, or (ii) certain events covered by homeowners insurance as set forth in the Declaration, in which case the costs of such maintenance, repair or replacement will be the responsibility of the Owners. Owners having issues related to these items must notify the Board promptly.*
- b) *All costs associated with decks, porches and privacy walls, including common maintenance, repairs and complete replacement, are the responsibility of the Owner(s). Replacement includes wood portions, awnings, screens, roofing, stairs, doors, concrete pilings, under-deck ceilings, downspouts and gutters.*
- c) *The Maintenance, Repair, and Replacement Guidelines available on the SSV HOA Website provide a summary of the HOA's and Owners' respective maintenance, repair, and replacement responsibilities and the applicable project request procedures.*
- d) *All work performed on the exterior must conform to existing SSV styles and the colors set forth on the SSV Color Guidelines available on the SSV HOA Website.*
- e) *For all exterior projects involving the use of contractors, Owners are required to deliver to them a copy of the Contractor Guidelines available on the SSV HOA Website.*

6) PRESSURE WASHING and GUTTERS

- a) *Pressure washing of each Living Unit's vinyl siding is scheduled as needed by the Board, but no less than once every 5 years. The Reserve Budget includes a reserve for such costs which is included in monthly dues. Any additional pressure washing of a Living Unit's vinyl siding is at the Owner's expense and the Owner will be responsible for any resulting damages to the vinyl siding.*
- b) *Deck maintenance, including pressure washing, is the responsibility of the Owner.*
- c) *Gutters and roofs are cleaned of leaves and other debris twice a year, typically in July and December, by a contractor hired by the HOA. Any additional gutter and roof cleaning is subject to Board approval; if not approved, it is at the Owner's expense and the Owner will be responsible for any resulting damages to the gutters or roof. Owners of Living Units with gutter guard systems are solely responsible for maintaining their gutters, including leaf cleaning, as well as the repair and maintenance to any areas impacted by the use of their gutter guard system.*

- d) *Gutters maintenance and repair are the responsibility of the HOA except as outlined in c) above. The replacement of gutters as well as the purchase, repair, and maintenance of downspouts and the piping connected to downspouts are the responsibility of the Owner.*

7) INDIVIDUAL LOTS and LIVING UNITS

- a) *Trash, refuse, garbage and pet waste containers are to be stored in the garage. No trash, leaves or other refuse may be burned on SSV property.*
- b) *Except for emergency repairs, vehicle repair is not permitted on any part of SSV property. This includes vehicle painting, changing fluids and brake maintenance.*
- c) *Storage of unregistered or inoperable vehicles is prohibited unless the vehicle is kept in a garage.*
- d) *No resident may hang linens, clothing, rugs, curtains, towels or mops over or on the railings of a deck. Clothes lines are also prohibited.*
- e) *Charcoal and wood burning grills, fire pits, fireplaces, oil-burning lamps, all candles, chimineas, and chimneys are prohibited on decks. Only enclosed gas grills may be used.*
- f) *Boats, trailers, campers, recreational vehicles, buses, tents, boat trailers, or similar vehicles or accessories are prohibited on any Common Element or Limited Common Element (which includes driveways).*
- g) *Since SSV is private property, the SSV Board will not approve sales to the general public in SSV, such as yard sales or estate sales.*
- h) *Privacy walls are attached between some townhomes and their maintenance, repair and replacement costs are shared between Owners.*
- i) *A reasonably appropriate number of (i) sculpted, molded or cast pieces in a solid substance (such as a solid yard-art piece, bird bath, fountain, chair, table or bench) and (ii) pots, planters, trellises and small yard ornaments made from wire/metal materials, each of a reasonably appropriate height, may be placed as décor only in the mulched or porch areas for landscaping maintenance efficiency. Recreational equipment (such as gym play sets, permanent or portable basketball stands) and doghouses are not permitted.*
- j) *The grassed area must be kept free from any obstruction that might impede the lawn maintenance personnel from safely, effectively and efficiently performing their duties.*
- k) *Feeding animals other than birds is strictly prohibited in SSV. In periods of high bear activity, the Board may prohibit the use of bird feeders for safety.*

8) WALKWAYS

- a) *Maintenance, repair and replacement of walkways between the front porch pad and the driveway are the responsibility of the Owner. All walkway replacement*

projects are subject to Board approval and must comply with existing SSV walkway styles and materials.

- b) Any Owner replacing their walkway is encouraged to replace the existing drainage network of corrugated pipes under their walkway with a PVC DMV non-pressure network.*

9) TERMITE INSPECTION

- a) Annual termite inspections are scheduled by the Board, the cost of which is included in the monthly dues. Owners are notified in advance of the termite inspection, which is typically scheduled in June with Terminix. All townhomes are required to be inspected.*
- b) During the inspection, each crawlspace of each townhome must be checked. Owners are required to have such spaces accessible on the date of inspection or to contact Terminix to schedule an appointment for Living Unit inspection. Living Units built on a slab require an appointment for inspection.*
- c) If termites and/or carpenter ants are found in a Living Unit, the Owner will be notified by Terminix or the Board and the Owner will be responsible for all Terminix treatments needed to exterminate them. If the termites and/or carpenter ants have spread to both Living Units under the same roof, both Owners shall share the cost of the treatment.*
- d) Owners must immediately contact the Board if they find termites and/or carpenter ants on any part of their property or in their home.*

10) WINTER ROAD CONDITIONS

- a) Snow and ice removal on the SSV roads are managed by the Board. Plowing and de-icing treatments will be done when deemed necessary by the Board in an effort to provide safe travel conditions.*
- b) The gate will remain open during winter storms and periods of high wind.*
- c) During winter weather events, all vehicles must be parked in driveways or garages; street parking is strictly prohibited.*
- d) An email containing a winter weather driving advisory will be sent to all Owners when deemed necessary by the Board.*

11) PARKING

- a) Vehicles used by SSV Owners, families, live-in guests or lessees are to be parked only in the Owner's driveway or garage. Parking on the street or in overflow parking for more than one hour is not permitted without the prior written approval of the Board. Such approval should be requested at least 48 hours in advance.*
- b) Short-term guests visiting for up to 5 days are permitted to park in front of the townhome. Guests visiting for up to 2 weeks can park in overflow parking with prior written Board approval. Such approval should be*

requested at least 48 hours in advance. Longer-term guests must park in the Owner's driveway or garage.

- c) Contractor or caregiver parking is permitted during the day in front of the home but preferably in the driveway or in unreserved overflow parking. Overnight parking on the street or in overflow parking requires prior written approval by the Board. Such approval should be requested at least 48 hours in advance.*
- d) SSV does not have long-term parking available.*
- e) The Board reserves the right to periodically suspend street parking in SSV or on individual SSV streets if deemed necessary for safety.*
- f) No vehicle may be parked on any landscaped or grass areas. The Owner is responsible for damages caused by parking by the Owner(s), their families, lessees, guests, or agents.*
- g) Turn-about pads at the end of each lane were installed to allow emergency, contractor and delivery vehicles proper clearance to turn around. No parking is allowed in these areas without prior written approval of the Board. Such approval should be requested at least 48 hours in advance.*
- h) Some parking pads in the community are restricted to, and maintained by, the original Owners who installed them. The use restriction and maintenance requirement of these pads do not convey with the sale of the Lot and townhome but are automatically transferred to the SSV HOA for overflow parking when the original Owner sells their respective Lot and townhome.*
- i) Commercial vehicles not owned by an Owner may park overnight in SSV only when in use for a homeowner moving in or out of the community.*
- j) Semis, 18-wheelers or similar vehicles having more than 2 axles are not allowed in SSV due to its narrow winding streets and elevation changes. Any resident moving in or out of the community requiring such a large vehicle must utilize a box truck or similar vehicle to shuttle to the large vehicle parked outside SSV to safely facilitate their move.*
- k) Moving pods used to move in or out of SSV must be contained within the driveway space.*
- l) No dumpsters are allowed on the streets or in the driveways except during construction periods.*

12) SAFETY ON SSV STREETS

- a) The speed limit in SSV is 20 mph. However, due to SSV's narrow winding streets and numerous blind spots, discretion is advised and lower speeds are expected when needed.*
- b) All state and local traffic laws apply in SSV, including driving on the right side of the road at all times.*
- c) Riding bikes or using skateboards is not permitted in SSV.*

- d) *Given SSV's narrow winding streets, to ensure the safety of young children it is recommended that they be under direct adult supervision at all times when playing outside.*
- e) *Since roads need to be fully passable for our residents, delivery trucks and emergency vehicles at all times, street games may be set up only in the Owner's driveway.*

13) LANDSCAPING ON LIMITED COMMON ELEMENTS BY OWNERS

- a) *For landscape changes, Owners must submit a landscape design plan and plant list to the Grounds Committee for review. The plan will be reviewed for appropriateness of overall design, plant material selection, location of plants, number of plants and the impact on future landscape maintenance. For year-round appeal, consideration should be given to the inclusion of evergreen foundation plants. A site visit, by appointment, is recommended for consultation. Written approval by the Grounds Committee is required prior to any major landscaping changes in Limited Common Elements. Landscape design, plants, and installation are the Owner's expense. Minor changes such as replacing dead shrubs, planting low maintenance perennial and annual plants and installing suitably sized hardscape (rocks and statuary) on Limited Common Elements do not require Board approval. In planning for tree installation, consideration should be given to the size of the tree when it reaches maturity to be sure it is appropriate for the planned space. Invasive plants and noxious plants are prohibited; a list of such plants is available on the SSV HOA Website.*
- b) *The Grounds Committee provides the final approval for all landscaping changes and reserves the right to have any unapproved installation of trees, shrubs, or perennials removed. The cost of the removal and disposal of unapproved plants is the responsibility of the Owner. Plants must be disposed of off-site; the service road is not a disposal option.*
- c) *If the installation of approved plants in the Limited Common Element is to be performed by a landscaper, the Owner is required to deliver to the landscaper a copy of the Contractor Guidelines available on the SSV HOA Website.*
- d) *Regular watering, fertilizing, mulching, and edging, as needed, of approved landscaping is the Owner's responsibility. The SSV annual mulch project, described in the Mulch Project Guidelines available on the SSV HOA Website, may cover some of these tasks.*
- e) *Installation of fences, including "invisible" pet fences, chains, ropes, timbers, edging (brick, steel, plastic, etc.) or any other landscape structure is prohibited.*
- f) *To ensure the safety of the mowers, gravel and other small stones are not permitted in garden beds.*
- g) *All corrugated and PVC drain pipes visible from the street should be buried.*
- h) *No food-oriented plants may be planted in the Common Elements or Limited Common Elements, except those in containers, preferably placed on the decks.*

- i) *SSV conducts an annual Mulch Project in accordance with the Mulch Project Guidelines available on the SSV HOA Website.*
- j) *Garden debris, organic refuse, twigs, limbs, weeds, plant trimmings and dead plants are to be picked up and placed in plastic bags by the Owner. Longer-sized limbs or twigs are to be bundled. These bags and bundles are to be placed at the end of the street on the mountain-side the morning of lawn service for ease of pick up by the landscaper. Pet waste must go in trash receptacles in the garage, NOT in the garden debris bags. Any Owner needing assistance in moving their bags and bundles to the end of the street should contact the Chair of the Grounds Committee so that arrangements can be made for the landscapers to pick up the bags and bundles on the mountain-side of the street across from the house.*
- k) *Pots, pot containers, potting soil bags and any other non-organic material must be disposed of in the Owner's trash receptacle. Disposal of Christmas trees, or the like, is the responsibility of the Owner.*
- l) *The SSV Tree Care Guidelines are available on the SSV HOA Website.*

14) LAWN CARE AND LANDSCAPING ON COMMON ELEMENTS

- a) *Any unapproved plantings on any Common Element will be removed and disposed of at the cost of the Owner who planted it. Maintenance of any approved plantings upon any Common Element will be the responsibility of the Owner who planted it. When the Owner can no longer maintain it or moves away, responsibility for the area will return to the Grounds Committee who may then direct how its maintenance will be carried out.*
- b) *Lawn care services are contracted by the Board and are seasonally provided weekly, weather permitting. Regular service typically begins in early to mid-spring and ends in late fall. Services include mowing, edging, leaf blowing and cleanup, seasonal fertilizer, weed control, Common Element drainage maintenance, shrub and tree trimming, and removal of dead, dying, diseased or dangerous trees and shrubs, as needed.*
- c) *All obstacles, including hoses, that may inhibit the ability of the landscaper from performing their regular services must be removed in advance of the weekly service.*
- d) *Placing lawn furniture on the Common and Limited Common Elements must be approved in writing by the Grounds Committee to ensure that the object does not interfere with or impede the landscaping staff's access.*
- e) *Communication with and directions given to the landscaping contractor and its employees are to be made only by the Chair of the Grounds Committee. To allow landscape employees to do their work without interruption, residents should not request additional tasks or discuss issues concerning their Lots with them.*

15) DUMPING

- a) *Dumping is prohibited on any property within SSV or on the service road at the entrance to SSV.*

16) TRASH PICKUP

- a) *Buncombe County provides trash removal service weekly and recycling service bi-weekly on Thursdays, currently through Waste Pro, with exceptions for some holidays and weather-related issues. Each Owner must contract directly with WastePro and is responsible for paying Waste Pro directly for their trash and/or recycling pick up.*
- b) *Owners must comply with the Garbage and Recycling Guidelines available on the SSV HOA Website.*
- c) *ALL street parking is discouraged on Waste Pro pick up days to ensure the trucks are able to safely back up SSV's narrow lanes.*

17) DISTURBANCES

- a) *No Owner, guest or lessee shall make, permit or cause unreasonably disturbing noises or vibrations in their individual Living Units or in any Common Element or Limited Common Element, or permit anything to be done therein which unreasonably disturbs other residents or unreasonably interferes with their rights to comfort, privacy or quality of life.*
- b) *Offensive odors that unreasonably disturb any other resident may not emanate from a townhome or its decks and porch.*

18) PETS

- a) *All pets must live within the heated area of a townhome.*
- b) *Owners are permitted to house within their townhome a maximum of one of the following: 2 dogs or 2 cats or 1 dog and 1 cat.*
- c) *Tropical fish, goldfish, parrots, parakeets and canaries and other such pets that live inside the Living Unit are also permitted. Farm animals are not allowed.*
- d) *All pets within SSV are subject to the Buncombe County leash law. No pet may roam on Common Elements and/or Limited Common Elements without a proper leash at all times and under the control of the pet owner. Staking a pet on an unattended leash is not permitted.*
- e) *For health and aesthetic reasons, solid waste from pets must be picked up IMMEDIATELY by the Owner of the pet and disposed in a trash receptacle in the Owner's garage.*
- f) *Pets are only allowed to use the mountain-side of the roads for waste.*
- g) *No pet of any kind will be allowed at SSV if the pet is deemed a nuisance by the Board.*

- h) *Animal Control must be called immediately if an animal attacks or injures any person or pet on SSV grounds.*
- i) *No pet may be left unattended on any deck, porch or yard. Owner supervision is required at all times.*

19) GATE CODES and REMOTES

- a) *Every gate remote is assigned to a specific resident, and the gate system keeps a record of every time it is used. The Gatekeeper can download and view this record if there are any security issues, and if necessary, can disable any remotes that are being misused. Please contact the Gatekeeper IMMEDIATELY if your remote is lost or stolen.*
- b) *Remotes should not be lent or traded between residents, and should never be given out to contractors, delivery services, casual acquaintances or one-time visitors. These users must use the call box outside the gate to call for entry and be confirmed by the Owner before entry.*
- c) *For community safety, Owners should not give out their individual 6-digit codes to anyone except family members and trusted friends. Temporary access codes for contractors are available from the SSV Gatekeeper. Owners may be held responsible for any security incidents resulting from misuse of their personal access codes and remotes.*
- d) *Remotes are the property of the SSV HOA and are issued to residents by the SSV Gatekeeper. Each household is entitled to one “free” remote, which should be passed along to the new Owner when the property is sold. Additional remotes can be issued for a refundable \$75.00 deposit payable to the SSV HOA, which will be refunded when the remote is returned. These additional remotes should not be passed along to the new Owner when the property is sold.*
- e) *The Gate User’s Guide is available on the SSV HOA Website for more information about using the gate, the call box, remotes, requesting temporary codes for contractors or realtors, and requesting temporary “gate open” times.*

20) VIOLATIONS, ENFORCEMENT PROCEDURES, and APPEALS

- a) *The Declaration, Bylaws and Rules and Regulations apply to all Owners, their families, visitors, guests and lessees. Owners are held responsible to the HOA for all violations caused by their families, visitors, guests and lessees.*
- b) *Except with respect to the failure to pay Assessments, the Board will not impose any penalty or fine in excess of \$100 per occurrence for violations of the Declaration, Bylaws, or Rules and Regulations until the following procedure is followed.*

(1) Demand. A written demand (the Demand) to cease and desist from an alleged violation is served upon the responsible Owner specifying (a) the alleged violation; (b) the action required to abate the violation; and (c) (i) in the case of continuing violations, a time period of not less than 10 days to

abate the violation without further sanction, or (ii) in the case of non-continuing violations, a statement that any further violation of the same provision of the Declaration, Bylaws, or Rules and Regulations may result in the imposition of sanctions after notice and hearing.

(2) Notice of Hearing. If the violation continues past the abatement period in the Demand or if the same violation is repeated, within 12 months of the Demand the Board may serve the Owner with written notice (the Notice) of a hearing (the Hearing) to be held by the Board in executive session. The Notice will specify (a) the nature of the alleged violation; (b) the time and place of the Hearing (with the time not being less than 10 days from the giving of the Notice); (c) an invitation to attend the Hearing and produce any statement, evidence or witnesses on their behalf; and (d) the proposed sanction to be imposed.

(3) The Hearing. The Hearing will be held in executive session of the Board pursuant to the Notice and will afford the alleged violator a reasonable opportunity to be heard. Proof of notice and the opportunity to be heard will be placed in the minutes prior to the effectiveness of any sanctions. Proof of notice will be deemed adequate if the person who delivered the Notice enters a copy of the Notice and a statement of the date and manner of delivery. The notice requirement will be deemed satisfied if the alleged violator appears at the Hearing. The minutes of the Hearing will contain a written statement of the results and the sanction imposed, if any.

- c) *If the Board is called upon to mediate a dispute between Owners, the Board reserves the right to require that the parties use a mutually agreed upon and licensed mediator to mediate the situation. The mediator will be asked to present his or her suggestion to the Board, and the Board will use this suggestion to make a final ruling. The cost of this mediation will be a shared expense between the Owners involved.*

21) FINES

- a) *The HOA shall have all of the rights and remedies set forth in the Declaration, Bylaws, these Rules and Regulations, and the North Carolina Planned Community Act, which may include foreclosure and suspension of voting rights.*
- b) *If dues, assessments or fines remain unpaid for more than 10 days after their due date, a late fee of \$20 will be charged and simple interest will accrue at a rate of 5% per annum. If an Owner is delinquent for more than 60 days, the HOA may file a lien against the respective Lot.*
- c) **SCHEDULE OF FINES:**
 - i) *First violation within time period specified in served Demand: up to \$100 Fine*
 - ii) *All subsequent violations within time period specified in served Demand: up to \$500 Fine each*

d) *All fines are payable to the SSV HOA.*