

Hadley Park Homeowners Association Summary of Rules and Regulations

Rules and Regulations are for the safety and enjoyment of everyone residing in Hadley Park. Please adhere to all the rules and regulations at all times. The Board of Directors is responsible, under North Carolina law, to preserve, protect and maintain the Community. The Board may levy fines for violations of regulations as well as violations of the Declaration or Bylaws, as stipulated in the governing documents consistent with the North Carolina Planned Community Act, Chapter 47-F of the North Carolina General Statutes. Some of the regulations have been duplicated from the Declaration or Bylaws; the Board of Directors has created some for this community. **Please refer to the Declaration of Covenants, Conditions and Restrictions (“DCCR”) for complete details.**

- A) **Architectural-Improvements** – No improvements, whether permanent or temporary are allowed without approval from the Architectural Review Committee. To include but not limited to: Fences, walls, bulkheads, retaining walls, window units, pools, hot tubs, fountains, planting or landscaping or any other structural changes to a homeowner’s property. **Article VIII, Section 2. ADDITION:** Trampolines are covered under Article I, Section 13 as “other sports or play apparatus” and must be approved by the Architectural Review Committee. However, flowers, bushes and trees do not need approval if planted within an existing bed.

- B) **Maintenance** – Each owner shall be responsible for the exterior maintenance of his or her dwelling as follows: Paint, repair, replace and care of roofs, windows, gutters and down spouts, concrete drives and walkways, exterior building surfaces and other exterior improvements. All owners shall keep their Lots, whether occupied or unoccupied, free of all trash, rubbish, and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of maintenance and repair. The owners shall be responsible for the maintenance of the trees, shrubs and planting on their Lots. **Article VIII, Section 3. ADDITION:** *Porches (front or back) may not be used for storage.*

- C) **Land Use** – All Lots shall be used for single-family residential purposes only and common recreational purposes ancillary thereto and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. **Article IX, Section 1.**

- D) **Nuisance** – No obnoxious or offensive activity shall be conducted upon any lot or in any dwelling nor shall anything be done thereon or therein which may become an annoyance or nuisance to the Neighborhood. **Article IX, Section 2.**

- E) **Pets** – No animals, livestock or poultry or any kind shall be kept or maintained on any Lot or in any dwelling except dogs, cats or other common household pets (Limit of two (2) per household), may be kept or maintained provided they are not kept or maintained for commercial purposes. **Article IX, Section 3. PLEASE SEE:** [Buncombe County’s Leash Ordinance #03-11-12, Section 6-76 \(a\).](#) *The text of the Ordinance is available on our website.*

- F) **Temporary Structures** – No improvement or structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until the Association has granted permission for the same. No outdoor clotheslines shall be permitted to be erected or allowed on any Lot. **Article IX, Section 4.**

- G) **Signs** – No signs or other advertising devices shall be displayed upon any Lot or on the Association Common Area or in the facilities thereon, without *prior* written permission from the Association. Owners may post temporary “For Sale” signs, after receiving approval from the Association. **Article IX, Section 7. ADDITION:** *Only one sign per lot to be placed in either front, back or side yard.*
- H) **Garbage Containers** – All outdoor receptacles for ashes, trash, rubbish or garbage shall either be installed in the ground or screened or placed so as to not be visible from any street, other Lot, or Association Common Area. **Article IX, Section 9. ADDITION:** *All garbage container shelters or covers must be approved by the Architectural Committee before construction.*
- I) **Vehicles and Parking** – Except for temporary parking, not to exceed three (3) consecutive days, no boats, motor homes, travel trailers or other recreational vehicles may be stored on any Lot, unless the same be within an enclosed garage. **Article IX, Section 12.**

ADDITION:

1) **Homeowner/Renter** (“Resident”)

- a) *Any resident who parks a vehicle overnight in the street without prior notification to IPM will be subject to a fine.*
- b) *Any resident renting a POD for moving purposes must notify IPM prior to rental. PODs may be parked in the driveway but NOT on the lawn or in the street.*
- c) *Each resident is allotted parking for 4 vehicles (2 in garage, 2 in driveway).*
- d) *No vehicles are permitted on any lot in any location other than the driveway or garage.*
- e) *Specifically, parking is prohibited on yards and/or grassy areas*
- f) *Street parking blocking a neighbor’s driveway or mailbox is prohibited.*
- g) *Briar Creek Way turn-around is strictly reserved for guest parking.*
- h) *Parents meeting school buses are required to park 20 feet from the stop signs located at the intersections of Hadley Park Way and Ledbetter Road; Hollow Crest Way and Ledbetter Road.*

2) **Guest/Visitor** (“Visitor”)

- a) *Overnight street parking is restricted to visitors only with a maximum of 3 consecutive days. If visitors require more than 3 days, please notify IPM.*
- b) *Overnight visitors should be instructed to park on the opposite side of the street opposite fire hydrants.*
- c) *Visitor street parking is restricted to the parking spaces indicated in green on the attached Exhibit A: “Hadley Park Designated Safe Parking for Guests”.*
- d) *Visitors parking in the street are prohibited from blocking driveways and mailboxes.*
- e) *For safety purposes, visitors parking in the street are prohibited from blocking or parking close to the entrances into Hadley Park on Hadley Park Way and Hollow Crest Way.*
- f) *Anyone who parks in the street and restricts easy access for emergency vehicles will be fined by the Fire Marshall.*

- J) **Antennas** – No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot. However, 18” satellite dishes attached to the home will be permitted. **Article IX, Section 13. ADDITION:** *Multi-node satellite receiving antennas which require mounting on a post must be approved by the Architectural Committee prior to installation. Article VIII, Section 1 and 2*

- K) **Swimming Pools** – No above ground swimming pools may be installed, placed or erected on any Lot. **Article IX, Section 14.**
- L) **Prohibition Against Dumping** – No dumping of trash, garbage, sewage or sawdust shall occur, and no unsightly or offensive material shall be placed on the perimeters of Hadley Park. **Article X, Section 5.**
- M) **Leasing** – No building on any Lot may be leased except in accordance with rules and regulations promulgated by the Association. **Article IX, Section 18.**

ADDITION:

- a) *Property owners who intend to lease a dwelling unit in Hadley Park should first contact the HOA (IPM) to review the appropriate steps and documents for renting.*
- b) *No dwelling unit shall be rented for a period of less than twelve (12) months.*
- c) *Any owner who rents a dwelling unit has an obligation to immediately report such rental to the association management company including the rental period along with the names and telephone numbers of the tenants.*
- d) *It is the landlord's responsibility to deal with complaints against their tenant.*
- e) *All landlords are to include in their lease agreement a requirement stipulating their tenants must abide by all HOA Rules and Regulations. It is also the landlord's responsibility to provide copies of the HOA Rules and Regulations to their tenant and obtain the tenant's signature acknowledging receipt of same (see Document Receipt Checklist attached).*

N) **Tenants - Maintenance of Yards and Flowerbeds (NEW)**

- a) *If a lease between homeowner and tenant stipulates that the tenant is responsible for yard maintenance (weeding, planting, mulching, etc.), it is the responsibility of the landlord to make sure the yard is maintained and to address the situation if it is not.*
- b) *If the yard is not maintained, the HOA will send a letter to the landlord and the landlord will have 10 days to bring the property up to presentable conditions.*
- c) *If the situation is not addressed after 10 days the HOA will hire someone to pull weeds and mulch or do whatever is necessary to have the yard appear maintained. The invoice for this service will be sent to the landlord.*

PLEASE NOTE: Any violations of the above rules will be noted in a letter from IPM to the homeowner. If the situation is not resolved, a second letter will be sent. If the violation has not been remedied after the second letter, a fine will be charged to the homeowner.

