ASHLEY OAKS HOMEOWNERS ASSOCIATION

POLICIES
RULES
AND
PROCEDURES

COLLECTION POLICY
Ashley Oaks Homeowners' Association, Inc.

1. Definitions:
    a. **Association**: Ashley Oaks Homeowners' Association (AOHOA)
    b. **Assessment(s)**: Monies due the Association from Owners including:
        i. Annual dues to cover the Association's budgeted expenses.
        ii. Special assessments to cover unanticipated, unbudgeted expenses.
        iii. Enforcement charges to individual violating Owners to recover the costs of enforcing Association rules and regulations as described in paragraph 7 below.
        iv. Collection costs: all cost relating to collecting delinquent assessments
        v. Miscellaneous charges including returned check charges,
        vi. Late Charges including administrative fees assessed for late payments.
    c. **Delinquency:** Any monies due to the Association not paid by ten days after their due date..
    d. **Delinquent Account.** Any account containing any Delinquency.
    e. **Owner**: A member of the Association, namely, any person owning property located within the geographic boundaries of the Association.

2. Billing practice and terms of payment:
    a. **Annual Dues** are invoiced to all Owners on or about the first (1st) day of December, and are due by the end of that month.
    b. **Enforcement Charges** are invoiced as they occur and are due the twenty-first (21st) day following the invoice date unless otherwise stated on the invoice..
    c. **Special Assessments are** invoiced when deemed necessary by the Association's Board of Trustees and are due by the "Due Date" of the invoice.
    d. **Administrative Late Charges** will be assessed and invoiced to all Delinquent Accounts on the first day of Delinquency and the first day of each month beginning at least 30 days thereafter, Administrative Late Charges are due by the end of the billed month unless otherwise stated on the invoice..
    e. **Miscellaneous Charges and Collection Costs** will be invoiced as they occur and are due the twenty-first (21st) day following the invoice date unless otherwise stated on the invoice.

3. An Administrative Late Charge of $25 per month shall be incurred and invoiced to each Delinquent Account.

4. An Administrative Check Processing Fee of $25 will be assessed for all improperly prepared checks, and postdated checks and checks refused by the Association's bank. This fee is in addition to any returned check fees charged by the bank.

5. Any payments made shall be applied in the following order:

    a. Interest, Administrative Late Charges, and other Administrative fees owed to the Association
    b. Collection costs, attorney's fees incurred by the Association
    c. Balance of unpaid Assessments by the Association.

6. Any Delinquent Assessments may cause a lien and foreclosure to be filed against the Owner's Property/Unit/Lot.

7. Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of Delinquent Assessments shall be added to the amount owed by the delinquent Owner.

8. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is required to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. .
9. If any Owner is Delinquent in the payment of any Assessment for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote and/or use any of the amenities until such delinquency is corrected.

10. It is the Owners responsibility to insure payment when Assessments come due, even when the Owner is on extended vacation; prepayment(s) are accepted.

Approved by Ashley Oaks Homeowners' Association Board of Trustees on July 23, 2009

Ratified by Board April 13, 2014

ASHLEY OAKS HOMEOWNERS ASSOCIATION

PROPERTY DECORATION RULES.

ADOPTED BY THE RESIDENTS 1/3/2017

Holiday Decorations: Holiday decorations shall not be displayed more than 8 weeks before a Holiday, and must be removed within 8 weeks after the holiday. For example: Christmas lights may be displayed eight weeks before Christmas, but must be removed not later than eight weeks after Christmas. Halloween decorations may be displayed eight weeks before Halloween and must be removed not later than eight weeks after Halloween.

All Other Decorations:

The following restrictions apply to nonliving items extending above ground level:

- No more than ten decorations may be placed in any area clearly visible from the street.
- No decoration may exceed 18 inches in depth or width, or 36 inches in height.
- Decorations must be kept in harmony with the general aesthetic theme and design of the neighborhood.

Variances:

Residents may request a variance from these restrictions by sending, in writing, a description of such variance to the Association. The Association will consider the variance request at its next regular Board of Trustees Meeting.

ASHLEY OAKS HOMEOWNERS ASSOCIATION

PROPERTY MAINTENANCE CRITERIA

1/3/2017

The following general criteria will be applied by the Association when evaluating property maintenance levels as provided for in Article VI of the Declarations:

Gutters must be kept in good repair: Gutters must be properly affixed to the home; not bent or sagging; properly cleaned of excess leaves, dirt, weeds; and properly functioning.

Home siding must be kept in good repair: Siding must be properly hung and free of excessive mold and mildew; Brick, stone and other exterior wall covering to be clean, free of moss and mildew, and properly affixed to the home.

Windows will be kept in good repair: Glass must not be broken, cracked or shattered; screens shall be properly affixed to the window and not torn, ripped, sagging or hanging from the home; excessive dirt and build must be removed from the windows.

Painted areas shall be kept in good repair: Painted surfaces must be clean; chipped, missing and damaged areas must be repainted.

Roof shall be kept in good repair: Missing and damaged shingles must be replaced with matching shingles; roofs must not contain excessive mold or mildew.

Garage Door and Garages must be kept in good repair: Bent, damaged, sagging, or improperly closing doors must be repaired or replaced; doors must be free of excessive, dents, scrapes, mildew, and dirt.

Sidewalks and Driveways must be kept in good repair: Sidewalks and driveways with cracks, uneven portions, missing or damaged sections must be repaired or replaced; Concrete with excessive discoloration must be cleaned or replaced.

Landscaping must be maintained: All vegetation must be kept out of the sidewalk; lawns must be mowed with no excessive growth onto concrete areas; retaining walls and borders must be secured properly in place and contain no falling or broken pieces; Trees, shrubs, bushes must be pruned to horticultural standards; Lawns and landscape beds must be reasonably free of weeds, debris and dead vegetation.

Fences must be maintained: Fences must be plumb, in good repair, properly stained or painted and free from excessive dirt and rust.

MAILBOXES: Nothing may be posted on mailboxes. Anyone found vandalizing or affixing anything to a mailbox will be fined $50.00 plus the cost of repair by the Association, or, at the Association's discretion, reported to the Postal Inspector.

ASHLEY OAKS HOMEOWNERS ASSOCIATION

ENFORCEMENT PROCEDURES, ASSESSMENT FOR RULE VIOLATIONS AND PROPERTY DAMAGE

A. The Owner shall be responsible for any violation of these rules by the Owner or the occupants, including tenants, of his/her Lot.

B. The Owner shall be responsible for any damage done to the Common Property by themselves or any occupants, including their tenants.

C. If any Owner or his/her occupants, including tenants, violates a rule in a manner, which, by the determination of the Board affects the rights of others or their property, immediate legal action may be initiated.

D. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating Owner.

E. In addition to any other action and in accordance with the procedure outlined in Item F below, a fee of up to but not exceeding Fifty Dollars ($50.00) per occurrence MAY be levied by the Board on any owner found in violation of the Declaration, Bylaws or Rules.

F. All costs for extra cleaning and/or repairs stemming from the violation of the Declaration, Bylaws or Rules will be added to the fee.

G. The Board may impose reasonable enforcement assessments for violations of the Declaration, Bylaws, and Rules of the Association and reasonable charges for damage to the common elements or other property of the Association.

1. Prior to imposing the enforcement assessment or charge for damages, the Board must give the owner written notice including all of the following:
   a. A description of the property damage or violation:
   b. The amount of the proposed charge or assessment;
   c. A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
   d. A statement setting forth the procedures to request a hearing (outlined in (e) below); and
   e. A reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.
2. The Board cannot levy the charge or assessment before holding any hearing if it is requested.
3. A reasonable time to cure the violation may be given before imposing the charge or assessment.
4. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or

assessment to the Owner. This notice may be delivered to the Owner or any occupant by personal delivery, certified mail, return receipt requested, or by regular mail.

5. To request a hearing the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the above notice. If the Owner fails to make a timely request for the hearing, the right to the hearing is waived, and the Board may immediately impose the charge for damages or the enforcement assessment. If an Owner requests the hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing.

ASHLEY OAKS HOMEOWNERS ASSOCIATION

COPY REQUEST POLICY
ADOPTED BY THE BOARD 12/17/2017

Information requests for the current fiscal year and the prior fiscal year data will be filled within 60 days; a fee of $0.30 per page will be charged for copies of any information provided from this time period.

Information requests for data older than the prior fiscal year requires archive access and research. A fee of $75.00 per archive access request may be charged and must be paid in advance of archive research initiation. Archive research will be filled within 180 days of receipt of the archive access fee. A fee of $0.30 per page will be charged for copies of any information provided from the archives.

ARCHITECTURAL CONTROL POLICY

ARTICLE VI, Section 2 of Ashley Oaks' Declarations provide for the following relating to property and building modifications and additions:

- **Requests must be submitted to the Association for all building additions and modifications, and for property modifications such as fences, pools, gazebos, etc.**
- **The Association has 30 days to approve or deny such requests, and if the Association takes no action within 30 days, the request is deemed to be denied.**

Note that property owners can be compelled to stop projects and remove modifications and additions not approved by the Association.

To facilitate this process. the Board has adopted the following policy:

An Architectural Control Request form has been adopted and a copy is posted on the Association's web site. This form must be used to submit all property modification requests.

A single Request must be submitted for the complete project and that submission must contain all project data, to include descriptions, drawings, materials specifications, colors and any other information necessary for the Board to fully understand the final project results.

The 30-day review period specified in the Declarations will begin only when the complete request is received: no interim or partial projects will be approved.

Adopted by Board August 1, 2018