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Buffalo Mountain Home Owners' Association Restrictive Agreement

Article X, Section 16. Renting of Property: All Lot Owners desiring to rent a Lot in the Subdivision shall notify the Board of Directors of the Association. Such notice shall inform the Board of Directors of the name of the tenant renting the property, the length of the lease, and an address and phone number where the Lot Owner may be reached by the Board of Directors.

Article X, Section 7. Trash and Nuisances: No noxious or offensive activities shall be carried out upon any Lot, nor shall anything be done thereon which is or is likely to become an annoyance or nuisance to the Subdivision.[...]

Article X, Section 14. Vehicle Parking and Storage: [...] No vehicles shall be allowed to remain parked on the streets or roadways within the Subdivision.

Article X, Section 1. Residential Use: All Lots shall be known and described as residential lots and no part of any Lot shall be used for any type of business or commercial endeavor. This restriction shall not prohibit a home office or occupation conducted from a home on a Lot, so long as it does not have customers, suppliers, delivery trucks, or clients coming to the Lot or otherwise increasing traffic within the Subdivision, and which does not otherwise violate any other provision of these Restrictions.

Article X, Section 3. Dwellings: No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling and a private attached garage for no more than three (3) cars. [...] No garage may be converted to living space.

Article XI, Section 4. Tanks, Equipment, and Containers. With the exception of any water reservoir tanks which are approved by the Association to serve the Subdivision, no elevated tanks of any kind shall be erected, placed, or permitted to remain on any Lot. Except as approved by the Architectural Committee, all garbage receptacles, sports equipment, and play equipment shall be reasonably concealed from the views of neighboring Lots, roads, and streets. No outside clothes lines shall be located on a Lot.

FINES

Article VII, Section 3. Fine Assessments: The Board of Directors, or an adjudicatory panel established by the Board of Directors, may levy a reasonable fine for violation of this Declaration, or the Housing Approval Requirements, all in accordance with the [North Carolina] Planned Community Act. A lien may be filed for this Fine Assessment in accordance with the Planned Community Act and Article VIII of this Declaration.

Article VIII, Lien for Assessments: Any General Assessment, Special Assessment, Individual Assessment, or Fine Assessment, if not paid within thirty (30) days after the date such Assessment is due, together with interest at the maximum allowable rate pursuant to the [North Carolina Planned Community] Act and other applicable law, costs of collection, court costs, and reasonable attorneys' fees shall constitute a lien against the Lot upon which such Assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Buncombe County, North Carolina, or file a suit to collect such delinquent Assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same, and/or bring an action to foreclose the lien against the Lot. No Owner may wait or otherwise escape liability for the Assessments provided for herein.

BMHOA Bylaws

Article II, Section 2.03. Responsibilities of Members: (a) All Owners or any other person that occupies and/or uses the Subdivision or any part thereof in any manner, are subject to the provisions of these Bylaws, the Restrictions, and any rules and regulations adopted in furtherance hereof ("Rules and Regulations").

(b) The acquisition of a Lot and/or the rental or occupancy of any Lot or any part thereof shall constitute acceptance of these Bylaws, the Restrictions, the Rules and Regulations and all amendments thereto, and the agreement to comply therewith.