

ASHTON TOWNHOMES ASSOCIATION, INC.

COMMUNITY RULES AND REGULATIONS

To keep our community operating properly and looking its best, the following Rules and Regulations, as outlined by your Ashton Townhomes Association (HOA) Inc. Board of Directors, must be followed by all resident owners, resident tenants, resident occupants, and guests. The intent of the rules and regulations is to protect the value and desirability of the property and to create a safe environment for all owners and residents of Ashton.

Violations of these rules will lead to warnings/fines.

If you have any comments or are unsure of any rule(s), please contact:
Blue Atlantic Management (BAM)
5129 Oleander Dr., Suite 101, Wilmington, NC 28403
(910) 392-3130

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****Revised January 2015****

Ashton's Management Company:

Blue Atlantic Management/BAM

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To view, print, or send any documents please visit www.bamgt.com and click left side tab, "communities." Click on Ashton and documents are available for viewing through Adobe PDF Files. Free Download of Adobe to view these files can be accessed by clicking on the icon in the bottom left corner.

Key/ Fob System: Ashton Townhomes installed a security system that requires the use of a access card or fob to allow entrance into the pool, and also entrance in to the clubhouse if rented out.

POOL:

Your Access Card or Fob will allow entrance into the pool only during the hours of operations - 8 a.m. to 8 p.m. Any time after these hours will show on the system, the card/fob used trying to enter. To use your card/fob simply place over the sensor on the gate and it will unlock to allow entrance into the pool. If you lose or break your card/fob, replacements will be \$25 payable to Ashton Townhomes Association. If your card/fob fails, please contact BAM at (910) 392-3130.

The card/fob can be deactivated for the following reasons: HOA dues are one month outstanding, tenant/owner/guest violated a pool rule and received a thirty day ban; outstanding fines have not been resolved or paid in full. The pool card/fob can break, so please be careful with the ones you receive.

When selling a unit, an owner is required at closing to provide the new owner with his/her unit's access card or fob OR pay \$25.00 per card/fob for their replacement.

CLUBHOUSE:

The clubhouse will remain locked at all times unless you have rented it. Your access card/fob is electronically programmed at BAM before your rental reservation.

The access card/fob will only work for the date and time specified in your reservation. Your access card/fob will not work one minute before or after the time you requested.

Lost access card/fob - it is the homeowner's responsibility to report this to BAM. The lost card/fob will be made inactive. If a lost card/fob is found, please get to a BOD member or to Blue Atlantic Management and we will get it back to the correct owner.

GENERAL

ANIMALS: Maintaining animals for commercial purposes is strictly prohibited in the Ashton Community. Pets must not run free and must be properly leashed and escorted at all times when outside the units (this includes cats). Removal of any droppings must be handled *immediately* upon any lot/common areas in the community.

If any pet shall be determined by the Ashton Board of Directors to be a nuisance, the Board shall have full authority to have such a pet permanently expelled from the properties.

City of Wilmington Pet Laws:

(1) No person in custody or control of any animal shall allow said animal to discharge any fecal matter on any public property unless the person in custody or control of said animal immediately and fully removes and disposes of the feces. Such public properties include, but are not limited to, streets, sidewalks, plazas, parks, rights-of-way, paths, public access areas, storm drains, ditches, streams, creeks, drainage ways, other publicly owned property, and dedicated and officially accepted easements.

(2) It shall be unlawful for the owner or custodian of any animal to take it off its own property without the means to properly and immediately remove and dispose of the animal's feces from any public property. "Means to properly and immediately remove and dispose of the animal's feces" shall consist of having on one's person a device such as a plastic bag or other suitable "scooper," that can be used to fully clean up and contain the animal's waste until it can be deposited in a closed trash receptacle or other appropriate refuse container. Such a device must be produced and shown upon request to anyone authorized to enforce this ordinance.

COMMON PROPERTIES: All areas in the Ashton community not occupied by townhome buildings and courtyards are common areas. Activities that damage or destroy trees, shrubs, pine straw, etc. such as barbequing, picnicking, partying or playing games, (football, baseball, etc.) unescorted or unleashed pets, non pick-up of pet waste, dumping of trash, yard waste or debris of any kind, are prohibited in these areas.

MOVE-IN/MOVE-OUT FEES: All owners will be required to pay the Ashton Townhomes Association a non-refundable fee of \$75.00 each time a change in occupancy of a unit occurs. This fee applies to resident owners, resident tenants, and resident occupants alike.

NUISANCES: No obnoxious or offensive activity shall be carried on which is or may become an annoyance to the neighborhood. Excessive noise is not permitted at any time. This includes, but is not limited to stereos, televisions, musical instruments, loud noises (fireworks), loud parties, loud voices and barking dogs. This also includes music or other sounds from parked or moving vehicles.

****Skateboarding, roller skating or in-line skating is prohibited.****

The City of Wilmington ordinance changed January 3, 2006 and allows officers to issue misdemeanors for noncompliance to noise warnings. A fine of up to \$500 may be imposed with up to 30 days in jail.

Quiet hours are 10:00 p.m. to 8:00 a.m. every day, Monday through Sunday.

NUMBER OF INHABITANTS: by City of Wilmington ordinance, no more than three unrelated persons shall be allowed to inhabit a single unit within the Ashton Townhomes Community.

RENTAL/INVESTOR UNITS: Each time a change in occupancy or tenancy occurs, owners will be required to provide BAM with the following information for the Ashton Townhomes Association. Failure to submit the following prior to move-in will result in an immediate violation.

- 1. The lease document must contain a clause making it subject to Ashton Townhomes Association Covenants and further subject to the current Ashton Townhomes Association Rules and Regulations.**
- 2. The unit owner is responsible for tenant violations of Ashton Townhomes Association Inc. Covenants and Rules and Regulations. The unit owner shall be responsible for assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.**

3. A copy of the lease with an occupancy term of 12 months or longer which includes the aforementioned clauses in #1 signed by tenants or any other occupants have been provided with Ashton's Rules and Regulations and understand the warning and automatic violation assessments.

****Recommend NC Standard Residential Lease Agreement****

4. A completed and signed Owner/Tenant/Occupant/ Information Form attached to every lease document. This form must list all tenants and other occupants residing in the unit. Any time there is a change in occupancy a new form must be submitted (this form can be found at bamgt.com). Failure to submitting this form will result in an automatic fine.

5. A check for \$75.00 made payable to the Ashton Townhomes Association to cover the move-in fee for new tenant(s)/occupant(s). Notice must be given to BAM 30 days prior to an occupant/resident change.

6. For any tenant(s)/occupant(s) or resident(s) vacating a rental unit, written notice to BAM to inform the Ashton Townhomes Association of the tenant(s)/occupants(s) departure date together with a check for \$75.00 made payable to the Ashton Townhomes Association to cover the move-out fee.

AMENDMENT: Passed July 17th, 2012: NHC Register of Deeds Book: 5656 Pgs. 347-351

ARTICLE X is amended by adding the following section:

Section 12. Leasing of Living Units. Nothing contained herein shall prohibit the leasing or subleasing of a Living Unit; provided, however, that:

- (a) No Living Unit shall be leased for a period of less than twelve (12) consecutive calendar months without the prior written consent of the Board.**
- (b) All leases for any Living Unit shall be in writing signed by the Owner and the tenant.**
- (c) All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions requiring the tenant to comply with the Association's Declaration of Covenants and Restrictions, Bylaws, Articles of Incorporation, and Rules and Regulations.**
- (d) No structure on any Lot other than the Living Unit may be leased or otherwise occupied, and no fraction or portion of any Living Unit may be leased separately from any other portion of the Living Unit.**
- (e) A true executed copy of any lease for a Living Unit shall be provided to the Association prior to the occupancy by the tenant of such Living Unit.**

The Board may also adopt reasonable rules and regulations regarding leasing.

"Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Living Unit by any person other than the Owner, or the Immediate Family of the Owner, for which the Owner receives, or the tenant provides, any consideration or benefit. As used herein, the term "Immediate Family" shall mean the parents, grandparents and children of such Owner. The provisions of this Section are enforceable in accordance with Section 5 of Article XII of this Declaration.

Notwithstanding anything to the contrary contained in this Amendment or Declaration, with respect to any Living Unit which is leased on the effective date of this Amendment (an "Existing Lease"), the following shall apply: A Living Unit subject to an Existing Lease as evidenced by the Association's record of leased Living Units as of the effective date of this Amendment shall be temporarily exempted from the provisions of Section 12 of the Declaration, until the Existing Lease expires.

RESIDENTIAL PURPOSES: All units shall be used for residential purposes only.

SIGNS PROHIBITED: NO For Sale, For Rent, For Lease, or any political, business, or personal signs or any other signs shall be permitted on any lot, residence or fence or displayed in the common areas and facilities.

EXCEPTIONS: (1) Open House tent signs are permitted on Saturday and Sunday between the hours of 12:00 noon and 5:00 pm. Open House signs must not be in ground due to the shallow utility lines.

(2) For those units with professionally installed alarm systems, the company name may be displayed near the front door only.

SMOKING: It is prohibited to smoke in the Common Areas of the community, including the streets, driveways, and area in front of the townhomes. Smoking is allowed in the fenced courtyard of the units. Due to the potential fire hazard and the negative effect on property values cigarette butts thrown in and around the Common Areas is a violation.

SPEED LIMIT: Drive cautiously on all streets and obey the posted speed limit signs of 15 miles per hour (mph) for all vehicles. Excessive speeding will result in a violation determined by unsafe or unruly operating of residents, guests, owners, or tenants' vehicle. Wilmington Police observe the streets of Ashton at random times.

STORAGE PODS: Ashton would like to remind owners to contact Blue Atlantic Management prior to the arrival of the storage container. The POD needs to be placed in the driveway and not on the street and must be removed within ten (10) days of being placed.

TERMITE INSPECTION: Mandatory for every unit and garage on an annual basis to maintain Ashton's termite bond – **NO EXCEPTIONS**. Owner (s) will be given 10 days to comply, after that time it will be a violation and subject to a fine.

Please note that homeowners are responsible for their own interior and exterior pest control services. Pest control is recommended on a quarterly basis.

VEHICLES/PARKING: The following refers to: "Any parking outside of individual unit garages" - no boat, motorboat, camper, trailer, motor or mobile home, jet skis, kayaks, or similar type vehicle shall be permitted to remain in parking spaces at any time. No inoperable, unregistered or uninsured vehicles will be permitted on the premises. No commercial vehicles, limousines, vehicles for hire, vehicles over ¾ ton and oversized vehicles will be permitted to park in Ashton, except those driven by company representatives called in to perform repairs or needed service. The Association shall have the right to have vehicles towed at owner's expense. No residents may repair any vehicles, boat motors, motorcycles or any type of motor on or in any common areas including driveways and streets. Any motorcycles and motorbikes must be kept in the garage.

WINDOW COVERINGS: Each unit is equipped with window blinds which are considered permanent fixtures and must remain with each unit when sold and may not be removed. If you have HOA approved white plantation blinds, then these blinds must remain with the unit when sold. Any additional window treatments must be located inside the blinds provided and be of a white or neutral color ONLY. Any blinds and or window treatments must be kept in excellent condition. Please note that any visible damage could result in a fine. White Shutter blinds have been approved, and any homeowner may present equal type blinds to be approved by the BOD.

YARD SALES: Yard, garage, estate, or any "like" sales are strictly prohibited.

EXTERIOR MAINTENANCE OF UNIT

The Ashton Townhomes Covenants state any damage and maintenance to the units doors, windows, window screens, sliders, rear decks, roof skylights, doors and window frames, glass surfaces or landscaping inside the rear courtyard is the responsibility of the owner. In accordance with that, the following Rules and Regulations apply to the exterior of your unit.

ARCHITECTURAL ITEMS: Storm door (Full Glass Panel), courtyard gutter and courtyard awning must all receive prior approval of the Board of Directors. Requests should be submitted to BAM.

The Architectural Request Form can be found on www.bamgt.com and sent into: Blue Atlantic Management, 5129 Oleander Dr., Suite 101, Wilmington, NC 28403.

DECORATIONS: Christmas lights and decorations shall not be permitted to stay up longer than January 10th. All other holiday decorations must be taken down 10 days after the holiday. Any damage to the exterior building, front shrubbery/landscape, or trees caused by any holiday decorations shall be at the expense of the owner.

The city will recycle your Christmas tree. Make sure all decorations and lights have been removed from the tree and put it curbside on your normal service day for city yard waste crews to recycle. (see page 11)

FLAG ATTACHMENT/AND FLAGS: U.S.A. permitted, no larger than 3' x 5.'

****Other flags are not permitted. ****

FRONT ENTRY RECESSED AREA:

Permitted: chair, bench, plant stand and plant, potted flowers/plants, water fountain (operable).

Not permitted: bicycles, fishing equipment, pet beds/dishes, clothing, towels, trash, trash/recycle cans, coolers, toys, children's vehicles, empty plant containers, newspapers, etc.

GARAGE DOORS: Must be kept in excellent condition. Please note that any visible damage such as dented panels will have to be replaced at the owners' expense. All doors must be kept in operable condition.

****Garage doors are to be closed when the garage is not in use. ****

ITEMS IN THE COMMON AREAS: No bicycles/motorbikes, toys, children's vehicles, grills, cleaning tools, gardening tools, fishing equipment, tools or household items, shall be permitted in the common areas, front porches, rear or sides of units.

LANDSCAPING ADJACENT TO DRIVEWAYS: Owners will be charged the cost of restoring soil level, replacing pavers and grass/mulch if damaged.

LIGHTS: The front entry light bulb and above garage door light bulb must be clear, or white.

No resident shall display or install white or colored lights of any type outside the unit, except for temporary holiday lights.

PROPANE TANKS: Must be completely concealed from view from any common areas or road and can only remain in the courtyard area.

ROOF: **All roof surfaces are off limits including the rear reverse dormer on the second floor.** No furniture, walking on or sunbathing permitted on the reverse dormer roof.

SATELLITE DISH/ANTENNAS: No radio or television satellite dish or antenna shall be erected on any lot or unit. Can be used in the private courtyard, if below fence line.

STORM DOORS: Storm Door Spec can be found at Home Depot under the name Anderson HD 3000- Full View. Colors allowed are white and hunter green. Request must be made to Blue Atlantic Management prior. Architectural Approval Request Form can be found on www.bamgt.com.

STREET/DRIVEWAY PARKING AREA: Any soiled driveway gravel or the asphalt pavement in front of your unit caused by oil, paint, etc. will be cleaned up or replaced by the HOA at the owner's expense.

UNIT NUMBER: The unit number provided is required to be kept on the garage wall.

****NO other exterior or interior unit number identification is permitted.****

UNCW STUDENT PARKING PERMITS: Ashton Townhomes is located within the UNCW one mile "no daytime parking permits" area. Students living here must check with the university parking office for permit eligibility.

WINDOW FANS, ADJUSTABLE WINDOW SCREENS AND WINDOW AIR CONDITIONING UNITS: Not permitted.

WINDOWS: WINDOW REPLACEMENT STANDARDS AND SPECIFICATIONS OF WORK

INTENT: The following is a standard, the compliance of which is mandatory for the replacement of any window. Homeowners must submit a specification of work along with an Architectural Approval Request Form to the Board for approval when replacing windows.

THE PURPOSE of these specifications is to guide the selection and installation of replacement windows. Improper window installation can cause air leakage, sound leakage, and water leakage. Water leakage is a serious concern because it deteriorates building components around the window, decking membrane and insulation.

WINDOW REPLACEMENT:

The existing condition of the window and trim are the most important consideration.

If the existing window is moisture-damaged or has other problems, the existing window should be completely removed to expose the rough opening. New windows must be installed per manufactures specifications.

1. Installer must use whatever shimming assembly is necessary to support the replacement window on a solid, level, and water-resistant sill surface.
2. The new window must be flashed around its perimeter with approved flashing, installed from bottom to top like shingles in a way that doesn't permit water, flowing downhill with gravity, to enter any joint.
3. Installer must install caulking and/or butyl putty tape on the window flange before installing the window. Follow the manufacturer's recommendations on sealant and its application.
4. When caulking is the window sealant, the window must be installed immediately after caulking application before the caulking becomes contaminated or forms a skin.
5. The heads of fasteners must be wide enough in diameter to span the holes or slots in the window flange.
6. Installers should avoid deforming the window flange during fastening, by over-driving the fasteners.
7. Installers must air-seal the space between the window frame and the rough opening or old window jambs and sill. One-part foam and foam back rod with caulking are approved methods. Stuffing this gap with fiberglass insulation is not permitted.

WINDOW SPECIFICATIONS:

1. Replacement must be similar in appearance to the existing window.
2. Windows must be installed by a general contractor licensed and insured in the State of North Carolina.

WINDOW ACCESSORY SPECIFICATIONS:

Accessories are extra components used by installers to attach the window, seal the window into the home's weather-resistant barrier, and complete the window installation.

1. Windows must be shimmed as necessary using flat shims of the correct thickness to give the proper support at the sill and where fasteners are installed.
2. All fasteners used for window installation must be corrosion resistant.
3. Flashing for new windows must be reinforced, coated flexible flashing, designed for exterior water protection.
4. Sealants should be compatible with the materials they seal and applied in accordance with the manufacture's specifications. Sealant must meet or exceed the recommendations of the window manufacturer.

5. When repairing existing trim, all sides of exterior wood must be primed with exterior primer or other equivalent wood sealer and two coats of paint applied to visible surfaces. The use of PVC board is recommended when replacing trim boards.

Note: Homeowners may select a general contractor, licensed and insured within the State of North Carolina, to install their new windows. They must submit proof of the above along with the Architectural Review Request Form. In an effort to assist homeowners, the Board has conducted a competitive bidding process and selected Coastal Windows and Door Center to provide and install new windows. Contact: 6752 Gordon Road, Wilmington NC 28411, 910-392-9954 ext. 26

WINDOW SCREENS: Owners may decide to keep screens on or off windows. However, double windows must have a uniform appearance; both screens must be on or off, including end units. Bent or damaged screens must be replaced or repaired at the owner's expense.

FRONT COMMON AREA

*****The front common area beginning at the units' brick wall and to the street, including but not limited to grass, plants, shrubbery, mulch areas are all part of the common areas of the Home Owners Association.*****

Any change to this area requires submittal of the Landscape Approval Request Form and approval by the HOA Board of Directors. Please print off a form, complete, and submit your request or plans to Blue Atlantic Management (www.bamgt.com).

Ivy or similar type vines are not permitted to grow on any of the exterior building surfaces.

BIRDFEEDERS: are not permitted in the front of the unit.

DRIVEWAY: Any soiled driveway gravel caused by oil, paint, etc. will be cleaned up or replaced by the HOA at the owner's expense.

GRASS AREAS: Any damage to grass areas on either side of the concrete drive strips requiring replacement sod, mulch, etc will be done only by the HOA landscaper at the owner's expense.

PAVING BLOCKS/BRICKS: next to concrete driveway strips. Must be approved through the use of the Landscape Approval Request Form (can be found on www.bamgt.com).

PINE STRAW: is provided by the HOA. For any substitution you must request by using the Landscape Approval Request Form (can be found on www.bamgt.com).

Cedar bark/mulch must be brown. The owner assumes all cost for the substitution and maintenance of same is a requirement if approved.

SPRINKLER HEADS: If broken or damaged, owners could be charged the cost of repair or replacement.

TRASH:

City of Wilmington collects all trash: garbage, recycle items, yard waste, furniture, and appliances. The trash contract allows for one trash can and one recycle can. Each owner/tenant/occupant is responsible for arrangements with the city. Please note that furniture and appliance pick-up requires prior arrangements with the city.

The City of Wilmington Phone Number is (910) 341-7875.

If you have more trash than your container will hold an additional tag(s) for the bags are required, which you will need to purchase from the city.

Mark on your trash can and recycle can your unit # with a permanent marker.

Before Pickup: Trash can, recycle can, and bags, etc. are NOT to be placed at the curb prior to 4:00 p.m. on the day before pick up.

After Pickup: Both the trash container and recycle can, bags, etc. MUST be returned to your garage or courtyard by midnight on the day of pick up.

Yard waste is collected once a week on the same day as your trash collection as part of your regular service at no additional charge. Place yard waste neatly with your trash can and recycle can.

The following are requirements for yard waste collection:

Limbs may be no longer than 4 feet and no larger in diameter than 6 inches.

All loose yard waste (grass clippings, pine straw, vines, pinecones and leaves) must be containerized. Please do not mix rocks with your yard waste.

The yard waste can be in biodegradable bag(s). The City will dispose of the yard waste and the biodegradable bag(s). They will only remove the yard waste from a plastic bag, box or another kind of container. You are responsible for picking up the empty plastic bag, box or container and returning it to your unit by midnight on the day of pick up.

Do not use the city-provided trash can for yard waste.

No trash of any type or yard waste (including Christmas trees) is to be discarded over the rear courtyard fence. Any found will subject the owner to violations including but not limited to trash clean-up and removal fees.

All areas outside of the Ashton Community Courtyard or Common Area Perimeter Fencing are private property. Dumping or disposing of trash, lawn furniture, grills, used charcoal or firewood, Christmas trees, yard waste, household items, etc. is strictly prohibited.

Trash containers **cannot** be stored in any common area, only in your garage or courtyard.

ASHTON COURTYARD FENCE MAINTENANCE POLICY

The Ashton HOA owns all of Ashton's perimeter and courtyard fencing including all gates and the party fence between unit courtyards. The HOA is responsible for continual maintenance around the exterior of the fence. This maintenance includes keeping all straw, mulch, dirt cleared from the bottom of the fence and trimming of any shrubbery, vines and limbs that are against the fence. Maintenance of the interior surface and gate enclosing the courtyard is to be kept in the same manner as the exterior and is the owner's responsibility. One should be able to get fingers under all fencing at all times. In addition to keeping all boards securely fastened and gates in working order, it is necessary to replace fence boards and posts as needed. The fence boards, while treated, are not treated to be buried; only the fence posts are treated to be buried.

In order to prevent wood rot, it is mandatory that all courtyard surfaces adjacent to the fencing, grass, mulch, dirt, gravel, stones, be at the very bottom of the fence and maintained that way at all times. All shrubbery and trees must be kept trimmed away from the fence and no vines are allowed to grow in between the boards. No planters of any material can be built above the courtyard level against the fence. Any planters placed on the fence must be immediately removable for any repair work that needs to be done.

A yearly courtyard inspection will be performed to insure compliance.

COURTYARD AWNING: Can be found at Wilmington Awning & Shutters.

Brand Sunair, Model Sunstar, Color Hemlock Tweed only.

Request must be made to the management office prior to starting any work. You can find the Architectural Approval Request Form on www.bamgt.com.

COURTYARD GUTTER POLICY:

If you experience standing water problems in your courtyard after heavy rains and you wish to install a gutter and downspout to divert the water that runs off your roof, call Blue Atlantic Management.

****Only a licensed and insured company can perform gutter and downspout installations. ****

All guttering less than 40 feet in length can have only one downspout unless otherwise approved.

All guttering is required to have a downspout that drains onto your property, not an adjacent neighbor's property. This may require the installation of a dry well, which will be determined through your Board of Directors.

All guttering must be white in color.

Installations and future maintenance of installed gutters are the responsibility of the owner. If you are considering the installation of courtyard gutters, please submit the Architectural Approval Request Form (www.bamgt.com) to BAM prior to starting any work.

PARKING:

At no time can any vehicles be double parked, parked in the public access street, parked where signs specifically prohibit parking, NO PARKING, parked in the emergency access areas, nor on any grassed or landscaped areas – no exception.

Improperly parked vehicles will be towed at the owner's expense.

EACH UNIT IS PROVIDED THREE PARKING SPACES (1) garage, (2) driveway, and (3) in front of the unit according to the white curb strips.

PARKING IN FRONT OF THE UNIT - all vehicles must be between the white curb strips. No tire or tires can touch any grass or mulch, no exception.

PARKING IN THE DRIVEWAY - tire or tires must be fully on the concrete drive strips, no exception.

PARKING IN ANOTHER UNIT'S DRIVEWAY OR IN FRONT OF THE UNIT - without permission will result in towing. Some owners have letters on file that permit towing when the unit is not occupied.

Towing without notification for the above infractions should be expected. To avoid being towed make sure you and your guests are parked in the proper designated spaces.

VISITOR PARKING AT CLUBHOUSE & MAILBOXES:

Each unit owner has received two (2) bright yellow owner/visitor parking vehicle hang tags clearly marked with his/her particular unit number. An owner/visitor parking hang tag is required at all times for any vehicle parked in a visitor parking space at the clubhouse. Owners and/or residents are responsible to inform their visitor(s) of the parking regulations and to supply their visitor(s) with a hang tag if they plan to park their vehicle(s) in a visitor space.

Owner/Visitor parking hang tags must be clearly visible through the front windshield of any vehicle parked in a visitor parking space, owner's included.

Each unit at Ashton will be permitted the use of visitor parking spaces a maximum of seven times per month. This is a total of seven times per month NOT per tag. Starting the 8th day, the car will be in violation. There will be a \$50 per day charge to the unit owner. Anytime unit owner(s), tenant(s), occupant(s), or guest(s) are using two visitor parking spaces simultaneously, it will be counted as two of that unit's seven times per month maximum.

No unit will be permitted the use of more than two visitor parking spaces simultaneously. (Exceptions may be made during clubhouse rentals.)

Please note that there are only eight (8) visitor parking spaces in front of the clubhouse during the day and nine (9) after 5 p.m. Any owner/guest without a hang tag who parks properly in a owner/visitor parking space to attend a function held at the clubhouse, will not be towed.

Owner (s) will be charged a \$25.00 replacement fee for a lost owner/visitor parking vehicle hang tag.

At his/her own discretion, a non-resident owner may forward his/her vehicle hang tags to his/her tenant(s)/occupant(s) with the understanding that the unit owner bears the full responsibility for informing the tenant/occupant of the above mandatory visitor parking regulations.

When selling a unit, an owner is required at closing to provide the new owner with his/her unit's two vehicle hang tags OR pay \$25.00 per tag for their replacement.

Any vehicle(s) parked in visitor parking without the use of a hang tag will be subject to immediate towing.

If you suspect your vehicle has been towed, contact Earl's Towing Service at (910) 254-0220.
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SWIMMING POOL:

Only resident owners, resident tenants, resident occupants and their guests (limit 6) may use the pool. All guests must be accompanied by an owner or resident with the

exception of members of the immediate family. The host is responsible at all times for the conduct of his/her guests.

ATTIRE: Proper swimming attire must be worn in the pool at all times (cutoff jeans are not allowed).

CHILDREN AND TODDLERS: Children under 14 years of age must be accompanied, supervised and protected at all times by a person at least 16 years of age. Children not yet “toilet trained” must wear rubber pants or lined bathing suits and must be continually watched by their parent (or sitter).

CLUBHOUSE/RESTROOMS: Wet swim suits are not permitted in the clubhouse, except in the restroom and shower areas. As a courtesy to others, please towel off by the pool before using the clubhouse restrooms.

DAILY HOURS: The pool will be open for use from 8:00 a.m. – 8:00 p.m. every day. HOA Board of Directors may use discretion in closing pool early or keeping pool closed due to inclement weather, repairs, or other necessity.

ENTRY GATE: Entry gate must be closed each time you enter or exit the pool area.

FLOTATION DEVICES: Please be courteous and refrain from using flotation devices during peak usage times. For the safety and comfort of all swimmers, the Board of Directors reserves the right to have any flotation devices removed immediately at their discretion.

POOL BEHAVIOR:

No abusive language, intoxication, boisterous conduct or vandalism will be tolerated.

No loud playing of radios, boom boxes, CD players, etc.

No pushing, shoving or running anywhere in the pool area.

No diving or cannon balling into the pool.

Everyone must shower before entering the pool.

No food or cooking equipment allowed in pool area.

No glass containers or breakable objects permitted. Only cans, plastic or paper glasses/cups are permitted.

No littering. Please deposit all trash in the container provided.

Do not remove or damage any of the poolside chairs, or lounges provided.

Please be alert to any unsafe conditions and contact BAM (910) 392-3130 or one of your HOA Board of Directors as soon as possible.

PETS: No pets are permitted in or around the pool area.

CLUBHOUSE: Failure to follow rules and regulations can result in revocation of clubhouse use, attendance, or rental.

The clubhouse is not to be used for commercial, illegal or offensive activities.

Smoking is not permitted in or outside of the clubhouse or restrooms.

If you are interested in renting the clubhouse please contact BAM (910) 392-3130

PROCEDURES FOR ENFORCEMENT OF VIOLATIONS OF RULES AND REGULATIONS

The North Carolina legislature has amended the Planned Community Act legislation with an amendment titled 47F-3-107.1. This amendment specifies new requirements for procedures relating to enforcement of the Declaration, CC&R's (Covenants, Conditions and Restrictions) and community rules. This will give the opportunity for each owner to present evidence against imposition of fine during a scheduled hearing held before the Adjudicatory Panel. The owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. 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 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. The lot owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision.

ASHTON TOWNHOMES ADJUDICATORY PANEL:

The panel meets the first Tuesday of each month at the clubhouse. They review all submitted violations, hear the protest of any owner/tenant that is present and then submit their recommended actions to the HOA Board. The recommendations can range from a warning letter to a fine of up to \$100.00. The HOA Board at its following meeting makes a final decision on the recommendations.