

**Ashton Townhomes Homeowner's Association**  
**Owner and Renter/ Tenant Information Form**

**OWNER INFO:**

Property Owner's Name(s): \_\_\_\_\_

Owner's Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Property Address: \_\_\_\_\_

**RENTER/ TENANT INFO:**

Rental Company Info (if applicable) Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Renter/ Tenant Name(s): \_\_\_\_\_

Renter/ Tenant Phone # (s): \_\_\_\_\_

# of occupants \_\_\_\_\_

Lease start date: \_\_\_\_\_ Lease end date: \_\_\_\_\_

**Owner acknowledges that they provided a copy of the Ashton Townhomes Rules and Regulations to all tenants.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Please complete and return this form to:**

Blue Atlantic Management  
5129 Oleander Drive Suite 101  
Wilmington, NC 28403  
Or email to [Thomas@bamgt.com](mailto:Thomas@bamgt.com)

## **Ashton Townhomes Association, INC:**

### **Excerpt from Community Rules and Regulations regarding Rental & Investor Units:**

**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.