

## **RULES AND REGULATIONS**

**PROMULGATED AND ADOPTED BY THE BOARD OF  
DIRECTORS AND APPROVED BY A MAJORITY OF THE  
OWNER/MEMBERS OF ASHWOOD BLUFF CONDOMINIUM  
HOMEOWNERS' ASSOCIATION, INC.**

**Rules and Regulations  
Of  
Ashwood Bluff Homeowners' Association, Inc.**

1. No fence, awning, storm window, storm door, canopy, shutter or lighting fixture may be affixed to or placed upon the exterior of any improvements or within Ashwood Bluff without the prior written approval of the Homeowners' Association, and the prior written approval of the Homeowners' Association as to the designated style thereof. Fencing shall be restricted to areas, which enclose patios located on the ground level.
2. No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Common Areas of Ashwood Bluff or in the improvements thereon without the prior written consent of the Homeowners' Association.
3. Any assessment, except fines, not paid within 10 days of its due date shall be deemed delinquent and there shall be added a late charge in the amount of 10% per month or fraction thereof until paid.
4. No owner shall do any planting or make any change in the easement areas or the exterior of a Unit without the prior written consent of the Homeowners' Association. It is not necessary to obtain Board consent for annual and perennial flowers planted along the perimeter of the unit.
5. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose.
6. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for the distribution of profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property.
7. Each Owner of a Unit shall maintain liability insurance and casualty insurance upon the Unit and its contents equivalent from time to time with the coverage (including risk insurance) maintained upon the Common Elements of the Property.
8. No "For Sale" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board. No Units shall be rented or leased without the prior approval of the Board, which approval shall not be unreasonably withheld. *For Sale Signs not allowed on Rudy Ln.; allowed at front of units.*

9. There shall be no obstruction of the Common Elements nor anything stored in the Common Elements without the prior consent of the Board, except as herein expressly provided. The following is included to provide an enhanced and explanatory language for clarification of intent and administration of Paragraph 13E of the Master Deed.

Each unit owner shall be obligated to maintain and keep in clean order and repair those items added to the unit that were not considered "standard" by the builders. These items may be, but are not limited to the following:

- Patio fences, walls and railings
- Enclosed patio (screens or glass)
- Enlarged patio
- Storm windows
- Storm doors
- Irrigation system
- Patio steps
- Sky lights

The unit owner will be responsible to maintain the above items according to the standards of the Association.

If in the event an item(s) is in need of repair, the Association will notify the owner, in writing and give sixty (60) days for the item to be repaired. If the item is not repaired, the Association shall have the item repaired and submit an invoice to the unit owner. If the invoice is not paid to the Association within sixty (60) days of the invoice date, a lien shall be placed against the property.

The unit owners with roof revisions (i.e. vents, enclosed patios, skylights) are responsible for any damage caused by water leakage as a result of the installation.

When the Association is in the normal course of unit maintenance (i.e. painting and/or shingle replacement) the Association will submit to the unit owner a separate billing to cover the cost of the maintenance of the previously mentioned items.

10. Nothing shall be done or kept in any Unit or parking garage or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the building or contents thereof applicable for residential use without prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his Unit's garage or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements or Limited Common Elements.

**Ashwood Bluff Condominiums Homeowners' Association, Inc.**  
**Revision to Rules and Regulations**

Refer to the "Restated Bylaws and Rules and Regulations" attached to the Notice of Annual Meeting of November 7, 2001.

Paragraph # 11 is hereby amended as follows:

11. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of the building or otherwise hung so as to be visible from any of the Common Element areas. **However, the Board does consent to display of the American Flag so long as it follows the proper guidelines, i.e. flag to be displayed only during daylight hours; if displayed at night, it must be illuminated. Flagpoles may be attached to the building in proper fashion, but there may not be any permanent flagpole erected on any common element area. The Board also consents to seasonal display of certain religious ornamentation such as Christmas wreaths, and Christmas lights. Whatever such religious ornamentation is implemented must be maintained in good taste and good working condition and must be removed and put away no later than 30 days after the specific occasion.** In addition, no sign, awning, canopy, shutter, radio or television antenna, or any transmitting or receiving device shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the consent of the Board.

11. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of the building or otherwise hung so as to be visible from any of the Common Element areas. In addition, no sign, awning, canopy, shutter, radio or television antenna or any transmitting or receiving device shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Board.
12. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
13. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in any part of the Property, except that dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and any pet permitted under this section when outside the confines of the owner's Unit must be kept on a leash and accompanied by a responsible person and kept as required by law or ordinance; and provided further that such pet creating or causing nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. All dogs, cats or other pets so allowed shall be leashed and walked in designated areas for relief purposes. Owners of pets are required to pickup and properly dispose of feces and failure to do so will result in a \$25.00 fine for each offense.
14. No noxious or offensive activity shall be carried on in any Unit or on the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants, or constitute waste at common law.
15. Nothing shall be done in any Unit or in, on, or to the Common Elements, which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.
16. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, chairs, or other personal property on any part of the Common Elements without prior consent of, and subject to any rules or regulations of the Board.
17. Nothing shall be altered on, constructed in, or removed from the Common Elements or Limited Common Elements, except upon written consent of the Board.
18. No trailer, truck, house trailer, motorcycle, boat, boat trailer or rack, mobile home, or movable unit of any type (even if temporarily immobile) may be

parked on any of the Common Areas of Ashwood Bluff for more than 24 hours, except for temporary maintenance vehicles and trucks making deliveries. Automobiles, motorcycles, house trailers, mobile homes, recreational vehicles, boats and boat trailers must be parked within the Owner's garage or within designated parking areas.

19. No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Common Areas of Ashwood Bluff or in the improvements thereon without the prior written consent of the Board.
20. The driveway leading to the garage of a particular unit shall be reserved for the exclusive use of the Owner or occupant of that respective unit and their guests (subject to the Homeowners' Association's right of access thereto for performance of maintenance duties).
21. The Homeowners' Association will undertake snow and ice removal or salt de-icing only when there has been an accumulation of at least two inches or at the discretion of the Board of Directors.
22. All garbage cans must be covered and concealed from the view of neighboring units and the Common Areas, except for the period 24 hours prior to scheduled trash pickup and by midnight after trash pickup.

#### **Roof Leaks and Resultant Damage**

The established policy for Ashwood Bluff Condominium Association unit owners who experience a roof leak is to repair said exterior damage, and the interior surface of paint, which is discolored as a result of water intrusion caused by the roof leak.

The interior re-painting will be limited to the area, which was discolored by water and no further. The Association will not be responsible to re-paint an entire surface of a wall or ceiling in order to "match" the existing color.

#### **Termite Damage**

The Association shall be responsible to make all necessary repairs incurred as a result of termite damage to the Common Elements as defined in the Master Deed.

The Association shall not be responsible to correct or reimburse unit owners for any interior termite activity and/or damage, to the unit or the garage.

#### **Parking**

Automobiles must be parked within the owner's garage or within designated parking areas (see exhibit "A" and "B"). Parking along the private streets or Common

Elements, other than designated parking areas, within Ashwood Bluff is illegal and expressly prohibited. Vehicles may be towed at owner's expense.

All owners or residents with guests parking automobiles within designated parking areas within Ashwood Bluff for seven or more days must register the vehicle with the Board of Directors and place a tag or decal (as determined by the Board) on the vehicle in the manner prescribed by the Board. The vehicle shall not remain on the condominium property beyond the period for which it is initially registered. Any such vehicle failing to be registered or remaining on the condominium property beyond its authorized time is subject to fine and/or being towed at car owner's expense.

The Board of Directors reserves the right, from time to time, to adopt rules limiting the number of vehicles any owner or resident may park on condominium property or limit the number of vehicles allowed per unit.

Any owner or resident who parks his or her vehicle for a period of 12 hours or more during a 24 hour period within designated parking areas, other than their garage or driveway immediately in front of their garage, shall be in violation of these Rules and Regulations and subject to a fine as set out as herein.

#### **Fines**

Two unit owners must verify any violation of these Rules and Regulations in writing. Such writing must be delivered to a member of the Board of Directors or the Property Management Company. The Property Management Company shall mail notice of the violation to the violating owner.

A violation of these Rules and Regulations is subject to a \$25.00 fine except for delinquent assessments. The fine herein shall supercede and over-rule previously enacted rules relating to fines. Failure to pay the fine within 10 days of notification to the violating owner shall result in the assessment of an additional \$25.00 penalty per month, until said fine is fully paid. In the further event that the fine is not paid within 90 days from date of the original notification to the violating owner, then a lien may be imposed upon the unit of said violating owner. Each parking violation shall be treated as a separate violation and be subject to the imposition of an additional fine. Each owner is responsible for the conduct of any individual residing in his or her unit and their guests.

#### **Speed Limit**

The established speed limit is 15 MPH. Violators shall be subject to a fine for each infraction of the speed limit.

#### **Sale of Unit**

If you sell your unit, as an owner you are responsible to give the new owner a copy of the Master Deed and the Re-Stated Bylaws and the Rules and Regulations.

**Replacement of Master Deed, Bylaws and Rules and Regulations**

If you lose or misplace your copy you may contact JBM Properties, Inc. at 425-9331 for a copy at a cost of \$25.00, which will be at owners expense.

Notwithstanding anything to the contrary, these "Re-Stated Rules and Regulations" shall supercede all prior Rules and Regulations and resolutions, previously adopted, and shall be effective as of November 7, 2001.

**Promulgated and adopted by the Board of Directors  
and approved by a majority of the owner/members of  
Ashwood Bluff Condominium Homeowners'  
Association, Inc.**