

ASHTON GREEN CONDOMINIUMS RULES AND REGULATIONS

Listed below are the Rules and Regulations adopted by the Board of Directors for the Association. These rules are a supplement and addition to the "Use and Occupancy Restrictions" found in Article 2.9 of the Ashton Green Declaration. It is the responsibility of each Unit Owner/Resident to be aware of the rules and regulations on the property and ensure that they are in compliance. The rules and regulations protect and ensure all owner's rights and interests within the community.

1. **LEASED UNITS** - all non-resident owners who elect to lease their unit shall be responsible for compliance by their tenants with the "Use and Occupancy Restrictions" and the Rules and Regulations of the Association. Failure to do so after reasonable notice can result in a fine being assessed against the Owner for continued violations. No Owner shall lease his unit for hotel or transient purposes. It shall be the Owner's sole responsibility to ensure that their tenants are provided with a copy of the Rules and Regulations of the Association, and a copy of the "Use and Occupancy Restrictions". In addition, the Owner should also provide the Association with a copy of the current lease on their unit.

2. **PETS** - all owners/residents are responsible for picking up and cleaning up after their pets. Animal waste should be picked up, bagged, and placed in the dumpster (not in the flowerbeds). Old "kitty litter" should also be bagged and disposed of in the dumpster and not on the grounds or flowerbeds. Only dogs, cats, fish, birds, and other approved household pets can be kept in a unit. The Board has the right to limit the number and size of these animals. Dogs should be leashed and under the control of the owner at all times while outside the unit. Owners are responsible for adhering to all local leash laws.

3. **WATER USAGE** - since the water service to the property is paid for by the Association, all owners are encouraged to periodically check the plumbing fixtures in their unit to ensure that they are in good working order (no leaks or drips). Care should also be given when watering personal plants so as not to unduly waste water. Any leaks noticed in the common areas should be reported immediately to management at Granite Properties of Texas, 469-0925. No feminine hygiene products or extraneous materials should be flushed down commodes. This can damage and stop up the pumps on the lift station at the north end of the property and cause costly repairs to the Association.

4. **CAR WASHING** - washing of any vehicle on the property is strictly prohibited.

5. **STORAGE ROOM** - nothing shall be placed or stored in the storage room at the cabana without the approval of the Board of Directors.

6. **RISK CONTROL** - no owner/resident may conduct any activity or store any items either inside or outside of the unit that would increase the insurance rates or result in the cancellation of the Association's insurance policy.
7. **SIGNAGE** - no sign of any kind shall be displayed, with the exception of a reasonable security sign or a real estate sign placed on the interior of a window.
8. **EXCESSIVE NOISE** - no loud behavior or noises will be tolerated. Noise levels within a unit should be kept at such a level so as not to disturb neighboring units. Noises and activities in the common areas should be contained to a level so as not to disturb other residents or neighboring units. The use of loud speakers in the common areas are prohibited at all times. In addition, the use of power tools and equipment in the common areas shall be limited to the hours of 8 a.m. to 6 p.m. daily.
9. **POOL RULES** - all owners/residents and their guests are obligated to comply with the pool rules posted under the cabana in the pool area. In addition, no furniture shall be removed from the pool area. Parties held in this area are limited to between the hours of 7 a.m. and 10 p.m. daily. Owners/residents (and their guests) are responsible for keeping all noise in compliance with the restriction above and responsible for cleaning up the area after the party.
10. **TEMPORARY STRUCTURES** - no owner/resident shall be permitted to erect or install any temporary or permanent structure in or on the common or limited common areas of the property.
11. **TRASH** - all trash and garbage from the unit shall be bagged in appropriate trash bags and taken directly to the dumpsters provided. At no time may trash bags be placed on the front or back porch of a unit. This is not only unsanitary but can result in the unnecessary littering of the area.
12. **BARBEQUE PITS/GRILLS** - no exterior fires are permitted whatsoever except for barbeque pits or grills. All pits/grills should be stored in a neat fashion without cluttering or damaging the common areas. Pits/grills may only be used in the common areas at least 10 feet away from the building and any combustible materials. **THE USE OF PITS/GRILLS ON THE BALCONY IS STRICTLY PROHIBITED. NO PIT/GRILL MAY BE STORED WHERE IT IS VISIBLE FROM THE PARKING LOT.**
13. **BALCONIES/PORCHES** - nothing shall be hung, dried, or aired on the railings of the balconies, over furniture, or over fences in the common areas. Balconies may not be used for the storage of boxes, bicycles, or any other such inappropriate items. No lumber, grass, shrub/tree clippings, plant waste materials, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate in or around any unit. In addition, the storage of firewood on the exterior of the unit is prohibited.

14. **VEHICLES** - all vehicles parked and maintained on the property shall be kept in an operable condition with current registration and inspection. No large trucks (dump truck, delivery vehicle, trailers, boat trailers, etc.) shall be parked on the premises at any time. No repairs to vehicles are permitted. Motorcycles, motor bikes, motor scooters, etc. shall not be operated on the property except for egress and ingress to the appropriate designated parking space.

15. **PLANTS/GARDENING** - except for individual potted plants, no planting, transplanting, or gardening shall be done in the common areas. No fences, hedges or walls may be erected or maintained without the specific approval of the Board of Directors.

16. **PARKING** - PARKING AT ASHTON GREEN IS VERY LIMITED. Each Owner is designated two spaces in front of their unit. The visitor spaces on the north and south side of the property are intended primarily for guests. THE BLOCKING OF FIRE LANES OR DOUBLE PARKING BEHIND YOUR ASSIGNED SPACE IS STRICTLY PROHIBITED. The Association's towing service periodically patrols the property and if your vehicle is double parked, or parked along a fire lane, it is subject to removal without further notice.

17. **COLLECTION POLICY** - all Owners are obligated in the Declaration to pay their monthly assessments (and any other authorized charges) to the Association. All assessments are due on the first of each month and will be considered late if not received by 5:00 p.m. in the office the management company by the 15th day of the month. A \$5.00 late charge will be added to the account if not received by the 15th of the month. Any Owner whose payment has not been received by this date will receive a first class mail reminder notice. Any Owner who shall become two month's delinquent in their assessment shall receive a certified letter from the Association regarding the balances due. If an Owner shall become three months delinquent in their dues, the Board will review the case and authorize the management company to take any appropriate legal action which may be in the best interest of the Association at that time. Such action may include the placement of a lien against the unit and/or proceeding with foreclosure.

18. **ENFORCEMENT** - when a violation is reported or noted by management, a letter will be sent by first class mail to the owner/resident in question. This letter will identify the violation and request voluntary cooperation and compliance by the owner/resident. If an owner/resident continues in violation after receipt of the first letter, a second letter will be sent certified mail reiterating the violation in question. This letter will also give notice to the owner/resident that a fine will be automatically be assessed (in an amount to be determined by the Board of Directors) if compliance is not forthcoming by the date specified in the letter. When a fine has been assessed, a letter will be sent via certified mail informing the owner/resident that a fine has been assessed against them. They will also be informed that they may appeal the fine within thirty (30) days in writing or in person at the next scheduled Board meeting. The Board will hear the owner's/resident's appeal and will make a final decision considering any new information submitted by the owner/resident. The Board will have no obligation to remove or reduce a fine which has been assessed unless it feels that it is warranted. The amount and nature of the fines will be determined by the Board of Directors, based on the specific nature of the violation.