



HOMEOWNERS ASSOCIATION, INC.

RENTAL RULES AND REGULATIONS

1. Every owner/lessee shall have a right and easement of enjoyment in and to the Common Areas, subject to the Declaration of Covenants and Restrictions as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to Ashley Park Homeowners Association, Inc. An owner who leases his or her Dwelling Unit shall be deemed to have delegated his right of enjoyment to the Dwelling Unit's lessee.
2. Occupancy Regulations:
 - Two Bedroom Dwelling Unit - Not more than four (4) occupants
 - Three Bedroom Dwelling Unit - Not more than six (6) occupants
3. The Dwelling Unit Owner will be jointly and severally liable with the tenant to the Association for monies required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by negligence of the tenant. The common area damage security deposit will be \$250.00. In the event that the Rental Review Committee and the Board of Directors approves a rental or lease, such approval of a lease or rental shall not be modified, amended, extended, or assigned, nor may that unit be sublet to any other party without the Board's prior written consent.
4. Each Dwelling Unit Owner is responsible for his proposed lessee's completion and timely submission of the "Rental Application." Failure to do so shall render the proposed tenancy void and unauthorized. In addition, failure to do so shall constitute a violation of Ashley Park Rules and Regulations which may be enforced by any means available to the Association, including fines against the Dwelling Unit Owner. To avoid repeated abuse of this process by any Dwelling Unit Owner, in the event that a fine is levied against any Dwelling Unit Owner in violation of this Rule and Regulation, any consecutive subsequent violation of same shall be considered a continuation of the first subjecting the Dwelling Unit Owner to an immediate fine without hearing rights.
5. Upon approval of a lease or rental by the Rental Review Committee or the Board of Directors, the Association will provide the Dwelling Unit Owner with a copy of the then current Ashley Park Rules and Regulations governing the member. The Dwelling Unit Owner will provide same to its prospective tenant. Such tenant will comply with all rules and regulations of the Association and sign a statement to that effect.

6. Dwelling Units are restricted to residential use. Nothing herein contained shall prevent ownership of Dwelling Units by a corporation or other business entity, or trustee; provided, however, that the intended use by such Dwelling Unit Owner or occupant shall be consistent with the Declaration.
7. No commercial activity, trade or business shall be maintained upon any Dwelling Unit.
8. No fence shall be erected, maintained or permitted upon a Lot or any portion of the Development, unless approved by the Architectural Control Committee.
9. Reasonable Rules and Regulations concerning the use of the Development properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Dwelling Unit Owners and residents of the Development.
10. Only one "For Sale" (by Owner or Realtor) is permitted per property to be placed in the approximate middle of the front yard. "For Rent" or "For Lease" signs are not permitted. No signs are to be placed on common areas, road right-of-ways or anywhere else within the common property of Ashley Park. Hand lettered signs will not be permitted. No sign shall be nailed or attached to a tree or sign post.
11. The parking of automobiles, except upon paved areas designated for such purpose, is prohibited.
12. Only automobiles, vans constructed as private passenger vehicles with side windows and permanent rear seats, sports-utility vehicles such as jeeps or Broncos, non-commercial trucks with capacity of one-half or less, and other vehicles manufactured and used as private passenger vehicles (specifically excluding commercial vehicles bearing signs or equipment and trucks with capacity or more than one-half ton) shall be permitted upon any portion of the Development for overnight parking. Commercial vehicles are permitted to park within the Development only when making deliveries or rendering service to a Dwelling Unit. Repairs of vehicles are prohibited anywhere in the development except within Unit garages. Motorcycles, motor-scooters, mopeds and the like must be suitably muffled so as not to violate any applicable noise abatement laws or ordinances.
13. The overnight parking of vehicles of any kind upon the Common Areas (including streets) is prohibited.
14. The parking and storage of boats, boat trailers, campers, recreational vehicles or trailers is prohibited without the prior written consent of the Association unless fully enclosed and stored within a Unit's garage.

15. No exterior radio or television antenna, aerial or satellite dish or other similar structure or equipment shall be erected or maintained without the prior written consent of the Architectural Control Committee, nor shall any such equipment exceed the height of the roof of the Dwelling Unit by more than twenty (20) feet.
16. Outside clothes drying is permitted, but only in areas which are not visible from outside the boundaries of a Lot.
17. Only common domestic pets are permitted in the Development. Pit bull dogs or other similar breeds or mixed breeds which may, in the sole discretion of the Board of Directors or the Association, have the potential for vicious or dangerous behavior are prohibited. No pet may be kept, bred or maintained for any commercial purpose whatsoever or become a nuisance or annoyance to other Dwelling Unit Owners. Dwelling Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed or carried by hand at all times when outside the Dwelling Unit or Lot. Without limiting the generality of other provisions of the Declaration, violations of this paragraph shall entitle the Association to all of its rights and remedies, including without limitation the right to fine Dwelling Unit Owners for failure to remove from the pets wastes from Common Areas or other Dwelling Unit Owners' Lots or if pets become a nuisance and/or to require any pet to be permanently removed from the Development upon three (3) days written notice.
18. No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Architectural Control Committee.
19. Portions of Lots not improved by a building, walks, pool, decks, or driveway shall be maintained as a landscaped area.
20. No nuisance shall be allowed upon the Development property nor any use or practice which is the source of annoyances to residents or which interfere with peaceful possession and proper use of the Development by its residents. All parts of the Development shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allow to exist.
21. No immoral, unapproved, offensive or unlawful use shall be made of the Development or any part thereof; and all laws, zoning ordinances and resolutions and regulations of all governmental bodies having jurisdiction thereof shall be observed.
22. All oil and propane or other gas tanks (except small tanks directly attached to barbecue grills) must be placed and maintained below ground level. All garbage and trash containers must be placed and maintained in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties.

Dwelling Unit Owners and Lessees shall observe all Rules and Regulations, as well as any governmental requirements, regarding placement of garbage and trash containers for pickup and the times when such containers may be place by curbside.

23. Dwelling Unit Owners may rent their Dwelling Unit, provided that no Dwelling Unit may be rented for less than 30 days or more than twice in any calendar year. The proposed lease must specifically incorporate by reference the Use Restrictions found in Article 11 of this Declaration along with all Rules and Regulations as amended from time to time and the proposed lease must also specifically provide that the tenant(s) and all occupants must abide by all terms and conditions thereof. The Dwelling Unit Owner renting his Dwelling Unit shall provide one or more copies of Article 11 and the then-current rules and regulations to the proposed tenant(s) in advance of the effective date of the lease. The name and age of any tenant(s) and all other occupants along with the description of all motor vehicles and their license plate numbers associated with any proposed lease and a true and correct copy of the executed lease must be submitted to the Association by the Dwelling Unit Owner wishing to rent his or her Unit not later than 10 or more days prior to the proposed commencement date of the lease so that the Association may perform a background investigation of all proposed tenants and/or occupants. To offset the cost of the background investigation, the Dwelling Unit Owner shall remit to the Association a sum per tenant/occupant as determined by the Board of Directors from time to time that shall accompany the lease submitted. Occupancy of any leased Dwelling Unit shall be strictly limited to those persons disclosed to the Association in advance. If at any time prior to the effective date of the lease or to the expiration of the original term of the lease, the Board determines (after a hearing of which the Dwelling Unit Owner and the tenant have notice and an opportunity to appear and be heard) that the Tenant's or any proposed occupant's background, conduct or maintenance of the Dwelling Unit would make the initial lease or any renewal or extension of the lease undesirable to the health, welfare, safety, order or aesthetics of Ashley Park, the Board shall notify the Dwelling Unit Owner and he/she shall not be permitted to effectuate the initial lease or renew or extend the term of the lease with that tenant and/or one or more of those occupants related to the lease under review. No lease shall be effective prior to written approval thereof by the Board of Directors of the Association or its delegee. Approval of any lease, tenant and/or occupants shall be reasonably withheld. A written lease shall be required of each tenant and the Dwelling Unit Owner shall be jointly and severally liable with his or her tenant for any damages to the Common Areas or other Association property. In addition, the Association shall be a third party beneficiary of the lease, all the Ashley Park Use Restrictions and its Rules and Regulations directly against the tenant and/or any or all occupants of the rented Dwelling Unit including specifically the right to evict in addition to all other remedies it may have against the renting Dwelling Unit Owner found elsewhere in this Declaration.