

State of South Carolina

) **Declaration of Covenants and
) Restrictions for Ashborough
) Subdivision, Dorchester County,
) S.C., and Provisions for the
) Ashborough Civic Association**

County of Dorchester

- The Covenants, Restrictions and Bylaws of the Ashborough Subdivision, dated August 8, 1994 and recorded in Book 1361 pages 127 through 159 in the Register of Deeds Office for Dorchester County, SC and all subsequent amendments thereto are hereby amended in their entirety to read as follows:

THIS DECLARATION, made this day of December 14, 2004, by the required majority of the property owners, hereinafter referred to as the Ashborough Civic Association, a South Carolina Nonprofit Corporation, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, the Property Owners of the Ashborough Subdivision have caused to be incorporated the Ashborough Civic Association, for the purpose of exercising the functions aforesaid which are hereinafter more fully set forth.

NOW THEREFORE, the Property Owners of the Association declare that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II and hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject among others to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, bylaws, fines, and liens, hereinafter referred to as the "Ashborough Covenants, Restrictions, and Bylaws" hereinafter set forth.

CERTIFICATION

Certification of the Ashborough Covenants, Restrictions, and Bylaws hereinafter set forth has been recorded in the Minutes of the Ashborough Civic Association in accordance with Article X.

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ARTICLE I

DEFINITIONS

Section 1. Words and Terms. The following words and terms when used in this Declaration and appendices or any supplemental Declaration and appendices (unless the context shall clearly indicate otherwise) shall have the following meaning:

Words & Terms

Definitions

“Association”	Association shall mean and refer to Ashborough Civic Association, a South Carolina Non-Profit Corporation, its successors and assigns.
“Declaration”	Declaration when used in this document refers to the cover page, table of contents, list of effective pages, history of changes, covenants, restrictions, and Appendices A through C. Appendix D is included with this document for utility and clarity but is administered separately per Article III.
“Board”	Board shall mean the Board of Directors of the Association.
“Common Properties”	Common properties shall mean or refer to those areas of land with or without any improvements thereon that may be designated as Common Properties on plats filed for record in the Office of the Clerk of Court for Dorchester County, South Carolina, or which may be deeded to the Association and designated in said deed as “Common Properties, used for recreational activities”, “nature preserve”, “open park area” or “utility area”.
“Amenities”	Amenities shall mean or refer to the improvements that have been constructed and/or maintained by the Association on the Common Properties. The Amenities include the swimming pool, the tennis courts, the ball field, children’s playgrounds, the Civic Building adjacent to the swimming pool, and any future improvements to the Common Properties.
“Lot”	Lot shall mean any lot shown on the Plat in Ashborough Subdivision and shall include any dwelling thereon when the context requires such construction.
“Member”	Member shall mean and refer to those owners who are members of the Association as provided in Article IV.

Words & Terms

Definitions

“Owner”	Owner shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but not withstanding any applicable theory of a mortgage, and shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall term “Owner” mean or refer to any lessee or tenant of an Owner.
“Assessments”	Assessments shall mean the total mandatory amount Lot owners pay to support the Common Properties. The amount of the Annual Assessment is determined during the budget process and is approved by the Members at the Annual Meeting. Assessments may also include Special and Individual Assessments as explained in this Declaration.
“Covenants” and/or “Restrictions”	Covenants and/or Restrictions whenever used in this document, either singularly or in combination, shall refer to the “Ashborough Covenants and Restrictions” as set forth herein.
“Bylaws”	Bylaws shall refer to Appendix A to this Declaration.
“Regulations” or “rules and regulations”	Regulations or rules and regulations shall mean and refer to the rules established by Committee Chairmen and approved by the Board of Directors for the safe, consistent, and efficient operation of the Amenities where necessary or applicable.
“Changes” and/or “Revisions”	Changes and/or revisions shall mean the formally promulgated changes to this Declaration per the procedures outlined in Article X with the exception of Appendix D. See Article III.
“Certification”	Certification is the formal procedure outlined in Article X, which provides for approving and promulgating changes and/or revisions to the “Covenants, Restrictions, and Bylaws” of the Association. The “Certification” document is filed with the official minutes of the Association.

Words & Terms

Definitions

“Appendix” or “appendices”	Appendix or appendices are supplemental documents to this Declaration promulgated by Article III. In addition to the Association Bylaws, Appendix A, the remaining appendices provide information for interpretation and efficient administrative of the Association.
“Approval Date”	Approval date is the date that the Association Members formally approve the change to this Declaration
“Effective Date”	Effective date is the date when the approved changes to this Declaration are instituted and carried out by the Board and the Association. This Declaration specifies a fixed number of days following the “Approval Date” before the new and/or revised “Covenants, Restrictions, and Bylaws” are implemented.

Section 2. Subdivision Description. Ashborough Subdivision is divided into sections as detailed below (descriptions are excerpted from original covenants):

- a. **SECTION I.** The Developer, Ashborough Development Company, is the owner of a development known as “Ashborough” situated in the County of Dorchester and State of South Carolina, and Developer has agreed to establish a general plan of development, with respect to that portion of “Ashborough” as shown on a Plat thereof by C. Roger Jennings, R.L.S., dated March, 1971, entitled “Plat of Section One of Ashborough, Dorchester County, S.C.”, with the exception of Lots 24 and 25, Block D, and Lot 11, Block I, which Plat is of record in the office of the Clerk of Court for Dorchester County in Plat Book 18, Page 270.
- b. **SECTION II.** The Developer, Ashborough Development Company is the owner of a certain tract of land as shown on the Plat hereinafter referred to situated in the County of Dorchester and State of South Carolina, and Developer has agreed to establish a general plan of development, with respect to said tract as shown on a Plat thereof by C. Roger Jennings, R.L.S., dated October 1972, entitled “Plat showing a Portion of Section Two, Ashborough, Dorchester County, S.C.”, said restrictions to be applicable only to the Nineteen (19) Lots as shown on said Plat, which Plat is of record in the office of the Clerk of Court for Dorchester County in Plat Book 20, Page 115.
- c. **SECTION III.** The Developer, Ashborough Development Company, is the owner of a development known as “Ashborough” situated in the County of Dorchester and State of South Carolina, and Developer has agreed to establish a general plan of development, with respect to that portion of “Ashborough” as shown on two plats thereof by C. Roger Jennings, R.L.S., dated May 1974, entitled “Plat Showing a

Portion of Section Three of Ashborough, Dorchester County, S.C.”, with the exception of Lot 1, Block A, and the area entitled “Utility Area”, which Plats are of record in the office of the Clerk of Court for Dorchester County in Plat Book 21, Page 107; and Plat Book, 21 Page 108.

d. **SECTION IV.** The Developer, Ashborough Development Company, is the owner of a development known as “Ashborough” situated in the County of Dorchester and State of South Carolina, and Developer has agreed to establish a general plan of development, with respect to that portion of “Ashborough” as shown on a plat thereof by Andrew C. Gillette, R.L.S., dated March 1977, entitled “Plat Showing Ashborough, Section IV, Dorchester County, S.C.”, which Plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Book 24, Page 36.

e. **SECTION V.** The Developer, Ashborough Development Company, is the owner of a development known as “Ashborough” situated in the County of Dorchester and State of South Carolina, and Developer has agreed to establish a general plan of development, with respect to that portion of “Ashborough” as shown on a plat thereof by Andrew C. Gillette, R.L.S., dated April, 1977, entitled “Plat Showing Ashborough, Section V, Dorchester County, S.C.”, which plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Book 24, page 96.

f. **SECTION VI.** The Developer, Dicari, Inc., is the owner of a development known as “Ashborough VI” situated in the County of Dorchester and State of South Carolina, and Developer has agreed to establish a general plan of development, with respect to that portion of “Ashborough VI” as shown on a plat thereof by Andrew C. Gillette, R.L.S., dated March 9, 1988, entitled “Plat Showing Ashborough, Section VI, Dorchester County, S.C.”, which Plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Book G, page 28

ARTICLE II

PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied, subject to these Covenants, located in Dorchester County, South Carolina, and known as SECTIONS I, II, III, IV, V, and VI of the Ashborough Subdivision. The Lots shown on the Plat are as described in Article I, Section 2, a. through f.

Section 2. Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient in the judgment of the Association to reflect the different character, if any, of added improvements or properties and are not inconsistent with the plan of this Declaration.

ARTICLE III

ASSOCIATION AND BYLAWS

Section 1. Functions of the Association. The Ashborough Civic Association conducts the business and administration of all properties detailed in Article II not specifically deeded to other owners, joint owners, or entities within Ashborough Subdivision in accordance with the provisions of this Declaration.

Section 2. Responsibilities. The Association, acting through its Board of Directors and with the concurrence of the Members when required by this Declaration, has the responsibility for and shall provide the following:

- a. Determining and maintaining membership eligibility records as to Class and Voting Rights for Lot Owners in the Association.
- b. The care and maintenance of all Common Properties including the supervision and maintenance of the Amenities.
- c. The recommendation for, administration of, and collection of assessments in support of the maintenance requirements of the Common Properties.
- d. The assignment, administration, and collection of fines for violations of the Restrictions of Ashborough Subdivision.
- e. The establishment and enforcement of administration and procedures for the Common Properties, including the disposition of same.
- f. The establishment of an Architectural Review Board (ARB) consisting of the Board of Directors of the Association to undertake architectural review and approval.
- g. The monitoring and enforcement of the Restrictions established by this Declaration.
- h. The recommendation for, approval of, and promulgation of changes to this Declaration.
- i. All services necessary and desired in the judgment of the Board of Directors to fulfill the Association's obligations and business under the terms of this Declaration.

Section 3. Bylaws. The Association hereby adopts The Bylaws attached hereto as Appendix A - **Ashborough Civic Association Bylaws** as the procedural guidance and direction for the conduct of Association business.

Section 4. Supplemental Appendices. Supplemental appendices are issued to assist in describing, explaining, and/or administering the business of the Association as follows:

a. Appendix B - **Ashborough Civic Association Common Properties and Amenities** – a complete listing of all the Common Properties (improved or not) and the Amenities that exist on the Common Properties of Ashborough Subdivision.

b. Appendix C - **Ashborough Subdivision Illustrations and Diagrams** – illustrations, drawings, and diagrams which assist in explanation of Ashborough Subdivision Restrictions.

c. Appendix D - **Administrative Forms for the Conduct of Business** – various forms and letter formats for the conduct of the business of the Ashborough Civic Association. Appendix D has no governing effect or limitations on Members of the Association and is therefore not subject to the formal revision rules detailed in Article X. The forms and letter formats of Appendix D may be changed by the Board of Directors as necessary in order to improve efficiency and communication with the Members and in performing their assigned functions within the community.

Section 5. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and maintain all the Common Properties as detailed in Appendix B - **Ashborough Civic Association Common Properties and Amenities.**

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Membership in the Association is defined as follows:

a. **Class “A” Membership.** Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot, subject by the Covenants to assessment by the Association, and titled or re-titled after August 8, 1994 shall be a Class “A” Member of the Association.

Class “A” membership is voluntary for Lot owners who purchased and titled property prior to August 8, 1994. However, those Lot owners who signed acceptance of the August 8, 1994 Covenants (records retained by the Association) may no longer exercise the option of voluntary acceptance. The acceptance, indicated by the signature of the Lot owner, is not revocable and these members are now permanently Class “A” members

Any such person or entity who holds title or interest to a Lot merely as a security for the performance of an obligation shall not be a Class “A” Member of the Association.

b. **Class “B” Membership** is voluntary and is composed of non-Lot owners who pay a fee which is used to defray the expenses of specific Amenities. The fee charged Class “B” Members shall be applied to defray the expenses arising from the

maintenance of any special use facility including, but not limited to, the swimming pool, tennis courts, and any community building or function related thereto.

c. **Class “C” Membership** shall be those owners who purchased Lots within Ashborough Subdivision, Sections I, II, III, IV, V, and VI, which were effective as outlined in Article I, Section 2, a. through f, before August 8, 1994, and who declined to agree to sign the August 8, 1994 implementing Covenants, but agree to pay the full annual assessment, special/individual assessment when applicable, and voluntarily comply with the August 8, 1994 community restrictions and subsequent changes/revisions as specified herein.

Class “C” Members voluntarily agree to pay full Association assessments and consequently retain all the privileges of Class “A” membership. Lot owners who make only partial payments of Association assessments for whatever reason are not included in Class “C” membership.

Class “C” Members are aware that upon transfer of ownership of their Lots or title change for any reason, the new owners or entity having title are obliged to belong to the Association and accept the current Covenants, Restrictions and Bylaws as Class “A” members.

d. **Class “D” Membership** are Lot owners who are only obligated under the Covenants and Community Restrictions, Ashborough Subdivision, formulated prior to August 8, 1994, by the Ashborough Development Company, the Developer (hereafter referred to as “old Covenants”). These property owners refuse to pay assessments or pay partial assessments and therefore are not included within the aforementioned Class “A”, “B”, and “C” membership classifications. Class “D” property owners are, however, obliged to comply with the “old Covenants.”

Class “D” Members are aware that upon transfer of ownership of their Lots or title change for any reason, the new owners or entity having title are obliged to belong to the Association and accept the current Covenants, Restrictions and Bylaws as Class “A” members.

Section 2. Voting Rights. Voting rights in the Association are as follows:

a. **Class “A” and “C”.** Subject to the provisions hereinafter set forth, Class “A” and Class “C” members shall be entitled to one vote per Lot. When more than one person holds such interest or interests in any Lot, all such persons shall be class “A” or “C” members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners is present for a vote, such vote shall be counted unless one or more of the co-owners objects to such vote, or if not present, submits a proxy or objects in writing to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall not be counted. Class “A” and “C” Members shall not be entitled to exercise the vote to which they are

entitled until such time that such members occupy the dwelling constructed on the Lot in which the member has an interest. In cases where a builder has purchased a Lot for the purpose of constructing a dwelling for resale, such builder will have no voting rights.

b. **Class “B”.** Class “B” Members, having no interest or title to a Lot as described in Article I Section 2, a. through f., have no voting privileges within the Association.

c. **Class “D”.** Class “D” Members may participate and vote in the meetings of the Association on all matters relative to the “old Covenants” under which they are bound and applicable to their interests. They are excluded from casting a vote relating to assessments levied per the currently effective Covenants, Restrictions, and Bylaws.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Definitions of Assessments. Assessments for the maintenance and repair of the Common Properties are categorized as follows:

a. **Annual Assessments.** The funds required by the Member’s approved Budget shall be collected from the Members in annual assessments (Annual Assessment) and the Annual Assessments shall be payable as and when determined by the Association.

b. **Special Assessments.** The funds required from time to time to pay any common expenses, which are not covered by the Budget, but which are approved by the Members shall be collected from all the members by the Board of Directors in such installments (Special Assessment) as the Members shall determine.

c. **Individual Assessments.** Any payments to the Association which one or more, but fewer than all, of the members shall be obligated to make pursuant to the terms of the Covenants, Restrictions, and Bylaws shall be due upon demand and shall be collected by the Board of Directors as individual assessments (Individual Assessments).

Section 2. Creation of the Lien and Obligation of Assessments. Each Lot owner within Ashborough Subdivision hereby covenants, and each Owner of any Lot shall, by acceptance of a deed thereto, whether or not it shall be expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these Covenants, Restrictions, and Bylaws and to pay the Association such sums which shall be payable and continuing thereafter to defray the estimated costs of maintaining:

a. **Class “A” and “C” Members.** The Common Properties and Amenities as fully described in Appendix B - **Ashborough Civic Association Common Properties and Amenities** to this Declaration.

b. **Class “A” and “C” Members.** Administrative costs such as record keeping, liability insurance premiums, taxes, and any managerial fees incurred by the Association and/or Board.

c. **Class “B” Members.** The Board approved fee which is used to defray the estimated costs of maintaining the amenity to which they have elected to join or participate in.

d. **All Members per their Membership Classification.** Such additional special or individual assessments as shall be determined and set by the Association and/or Board from time to time.

The annual, special, and individual assessments, together with interest and costs of collection as hereinafter provided, shall be a charge and continuing Lien on the Lot and all the improvements thereon against which each assessment is made. Each assessment, together with such interest and cost of collection as hereinafter provided, shall also be the obligation of the person, joint owners, or entity who was the owner of such property at the time the assessment fell due. In the case of co-ownership of a lot, all such co-owners of the lot shall be jointly and severally liable for the entire amount of the assessment.

Section 3. Annual Assessments. The maximum authorized Annual Assessment submitted by the Board of Directors in the annual budget submission may not exceed 10% of the previous Annual Assessment if it is intended that the Budget be approved by a quorum (see Article III of the Bylaws) of the Membership at the Annual Meeting.

If the Board of Directors desires to exceed the maximum assessment as specified above in the annual budget submission, this increase as well as the Budget must be approved by two-thirds (2/3's) of the vote-eligible membership. Votes of the membership are counted in accordance with Article III of the Bylaws.

Section 4. Vacant Lots. Assessment of vacant lots owned by Class “A” and Class “C” members shall be at a rate equal to twenty-five percent (25%) of the Assessment charged to improved Lots. The member shall be responsible for the payment of such assessment until such time as the member no longer retains ownership. Full assessment will be assessed when a dwelling is constructed on the property.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the first day of January of each year. The first annual assessment for each new Owner or Title transferee shall be made at the prorated balance of the current year assessment and shall become due and payable on the day of title transfer. The assessment for any subsequent year shall become due and payable the first day of January of said year.

Section 6. Oligations/Duties of the Board of Directors. The Board of Directors of the Association shall have the following obligations/duties in regard to assessments:

- a. Determine the assessment amount for the period and have it approved in the Budget submission process by the Members at the Annual Meeting of the Association.
- b. Establish and publish the final due date of the assessment against each Lot for each assessment period. The final date for total payment of the assessment shall not exceed two (2) months.
- c. On or before the commencement date for the assessment, prepare a roster of the Lot and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be provided to every Owner subject thereto.
- d. The Board shall, upon demand at any time, furnish to any Property Owner liable for said assessment, a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- e. In all actions necessary for the implementation of increased assessments for delinquent accounts as provided in Section 7 below, a majority of the Board must concur.

Section 7. Effect of Non-payment of Assessment; Remedies of Association; the Lien

The following Tables outline the effects and remedies of the Association, at the discretion of the Board of Directors, for failure to pay the Annual, Special, or Individual Assessments for each year.

Table V.7 (1) – Annual Assessments

Date of Action	Effect and Remedy
1st Day of January or Date of Title Transfer	The Annual Assessment or prorated Assessment for new Owners shall become due and payable.
1st Day of March or 60 Days from Title Transfer	If the assessment for the subject year, or portion of the year in the case of new owners, is not received such assessment shall become <u>delinquent</u> . Receipt of the assessment requires actual receipt of the payment by the Treasurer of the Association.
2nd Day of March or 61 Days from Title Transfer	When the assessment of a Member becomes <u>delinquent</u> , the amount of said assessment shall bear a penalty of three percent (3%) of the original assessment per month for each month or portion of a month late, plus a twenty-five dollar (\$25.00) late payment charge. The delinquent assessment amount (together with the penalty and late payment charge thereon) shall become the new and revised assessment on the Lot and all improvements thereon.
1st Day of May or 120 Days from Title Transfer	When the assessment of a Member becomes <u>delinquent</u> for two months or 60 days the Association may take the necessary legal action to place a Lien on the property for the assessment, the penalty, and late payment charges in effect at the time of requesting the legal action. The new and

	revised delinquent assessment amount at the time of payment by the Owner shall then include the assessment, the penalty, the late charges, and the cost of collection and attorney's fees incurred by the Association in pursuing this legal option.
1st Day of July or 180 Days from Title Transfer	When the assessment of a Member becomes delinquent for four months or one hundred twenty (120) days or more, the Association may bring an action at law against the Owner obligated to pay the same. The new and revised delinquent assessment amount at the time of payment by the Owner shall then include the assessment, the penalty, the late charges, and the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include the assessment, the penalty, the late charges, the court costs, and the cost of collection and attorney's fees incurred by the Association in pursuing this legal option.

Table V.7 (2) – Special and/or Individual Assessments

Date of Action	Effect and Remedy
Date Assessment Assigned by Board of Directors	The date of assessment assignment established by the Board of Directors and approved by the Members, if applicable, shall be the date when the Assessment is due and payable.
60 Days from Date Assessment Assigned	If the assessment is not received in sixty (60) days such assessment shall become delinquent . Receipt of the assessment requires actual receipt of the payment by the Treasurer of the Association.
61 Days from Date Assessment Assigned	When the assessment of a Member becomes delinquent , the amount of said assessment shall bear a penalty of three percent (3%) of the original assessment per month for each month or portion of a month late, plus a twenty-five dollar (\$25.00) late payment charge. The delinquent assessment amount (together with the penalty and late payment charge thereon) shall become the new and revised assessment on the Lot and all improvements thereon.
120 Days from Date Assessment Assigned	When the assessment of a Member becomes delinquent for sixty (60) days the Association may take the necessary legal action to place a Lien on the property for the assessment, the penalty, and late payment charges in effect at the time of requesting the legal action. The new and revised delinquent assessment amount at the time of payment by the Owner shall then include the assessment, the penalty, the late charges, and the cost of collection and attorney's fees incurred by the Association in pursuing this legal option.
180 Days from Date Assessment Assigned	When the assessment of a Member becomes delinquent for one hundred twenty (120) days or more, the Association may bring an action at law against the Owner obligated to pay the same. The new and revised delinquent assessment amount at the time of payment by the Owner shall then include the assessment, the penalty, the late charges, and the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include the assessment, the penalty, the late charges, the court costs, and the cost of collection and attorney's fees incurred by the Association in pursuing this legal option.

Section 8. Obligation of the Owner. The obligation of the Owner, Joint Owner or other entity having legal title to the Lot on which the assessment is made, on the date of initial assessment to pay such assessment, penalty, late charge, and/or administrative/legal costs (as provided above) shall remain his obligation and shall pass as an obligation to his successors in title.

ARTICLE VI

COVENANT FOR RESTRICTIONS

Section 1. Discussion. Restrictions for Ashborough Subdivision are a necessary and vital element in maintaining the property values for all Members of the Association. Restrictions limit the rights of the Owner of each Lot when planning and making individual construction, reconstruction, alteration, addition, or improvement changes and they ensure a common and similar high maintenance and construction standard is set for these changes. It is incumbent on each Lot Owner to conform to the Restrictions, as set forth in a subsequent Article of this Declaration, as each Lot Owner's individual maintenance practices and proposed changes affect all the Lot Owners in the subdivision. The Architectural Review Board (ARB), as set forth in a subsequent Article of this Declaration, is the approval authority for ensuring that conformance to a high maintenance and construction standard is maintained.

Section 2. Violation of Restrictions. If any person, firm, or corporation shall violate or attempt to violate any of said Restrictions, it shall be lawful for any person, firm, or corporation owning any of said Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm, or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other compensation for such violation.

The first step in resolution of a restriction violation is for the person, firm, or corporation to bring the alleged infraction or violation to the attention of the Board of Directors. If the Board cannot satisfactorily resolve the issue with all parties and a two thirds (2/3's) majority of the Directors agree, then the Ashborough Civic Association will enter into the proceedings at law or in equity with the initial complainant.

In the event of a judgment being obtained, such judgment shall include interest charges, the costs of preparing and filing the complaint, court costs, and attorney's fees to be fixed by the court together with the other costs of the action. The judgment, if awarded, shall be distributed equitably among the initiators of the proceedings at law or in equity as determined by the court.

Section 3. Fines for Violation of Restrictions; Effect of Non-payment of Fine; Remedies of Association; the Lien. In order to maintain and assure the attractiveness of Ashborough Subdivision which directly affects property values therein, individual fines shall be imposed upon property Owner for failure to correct Restriction violations after being notified in

writing by the Board of Directors. The Board and Members shall conform to the following time-line for fine assessment:

Table VI.3 – Fine Assessment and Penalties Time-Line

Date of Action	Effect and Remedy
Date of Restriction Violation as noted by the Board or any Member of the Association	Restriction violations as noted by the Board or any Member of the Association may precipitate action to generate a letter from the Covenants and Restrictions Chairperson to the Lot Owner requesting correction. This letter will be signed by a Director or Committee Chairperson and is intended to call attention to the violation and request voluntary resolution. No additional action is required if satisfactory resolution can be achieved.
On or about 10 Days from Date of Letter requesting voluntary resolution	If the Lot Owner or recipient of the voluntary request for restriction violation resolution has not corrected the restriction violation or formally replied to the Board with intended actions and date of resolution, the President or Vice President of the Association will send a Notice of Violation to the Lot Owner providing the degree of violation , and a specific date for correction or response .
Specific Date for Correction as noted in the Notice of Violation	Inattention or inaction by the Lot Owner to the restriction violation on this date and subsequent days is subject to a fine for the violation as follows: a. For violations easily remedied , such as but not limited to, improperly parked vehicles, boats, trailers, recreational vehicles, unscreened trash containers or heating/air-conditioning units, and unsightly yard maintenance, the fine for non-compliance will be cumulative at a rate of \$20.00 per day . b. For hard to remedy violations , such as but not limited to, improper construction of fences, driveways, and modifications to homes not approved by the Architectural Review Board, Members may be fined from \$250.00 to \$5,000.00 at the discretion of the Board of Directors. The Board will provide a letter to the Lot Owner indicating the fine imposed and the date of final payment of that fine, normally 30 days from date of letter.
30 Days from Specific Date for Correction for Violations Easily Remedied	A restriction violation categorized as “Violations Easily Remedied” not resolved and a fine not paid within thirty (30) days following the specific date for correction as noted in the Notice of Violation is delinquent and shall bear a penalty of three percent (3%) per month starting from specific date for correction plus a twenty-five dollar (\$25.00) late payment charge. The delinquent fine amount (together with the penalty and late payment charge thereon) shall become the new and revised fine on the Lot Owner.
30 Days from Date of Final Payment in Board Letter imposing fine for Hard to Remedy Violations	A fine for a restriction violation categorized as “Hard to Remedy Violation” not paid within thirty (30) days following the specific date for final payment as noted in the letter from the Board imposing the fine is delinquent and shall bear a penalty of three percent (3%) per month starting from specific date for final payment plus a twenty-five dollar (\$25.00) late payment charge. The delinquent fine amount (together with the penalty and late payment charge thereon) shall become the new and revised fine on the Lot Owner.

<p>60 Days from Specific Date for Correction for Violations Easily Remedied</p>	<p>When the fine of a Member becomes delinquent for thirty (30) days the Association may take the necessary legal action to place a Lien on the property and/or bring an action at law against the property for the fine, the penalty, and late payment charges in effect at the time of requesting the legal action. The new and revised delinquent fine amount at the time of payment by the Owner shall then include the fine, the penalty, the late charges, the court costs, and the cost of collection and attorney's fees incurred by the Association in pursuing this legal option.</p>
<p>60 Days from Date of Final Payment in Board Letter imposing fine for Hard to Remedy Violations</p>	<p>When the fine of a Member becomes delinquent for thirty (30) days the Association may take the necessary legal action to place a Lien on the property and/or bring an action at law against the property for the fine, the penalty, and late payment charges in effect at the time of requesting the legal action. The new and revised delinquent fine amount at the time of payment by the Owner shall then include the fine, the penalty, the late charges, the court costs, and the cost of collection and attorney's fees incurred by the Association in pursuing this legal option.</p>

Section 4. Resolution/Disposition of Restriction Violations. The following paragraphs provide the resolution and disposition of restriction violations:

- a. Each formally documented restriction violation as outlined above is unique and independent of the same or similar restrictions noted for a particular Lot Owner. In other words, each Lot Owner having multiple restriction violations or repeated violations of the same restriction can expect each and every violation to be handled as separate and independent violations with the consequences for failure to correct as outlined above imposed for each violation.
- b. For those Lot Owners who persist in restriction violations or who circumvent the spirit of the restrictions/times permitted for correction, the Board of Directors may take action to significantly reduce the time interval from “Notice of Violation” to the “specific date for correction” and/or change the “degree of violation” based upon the documented history of the Lot Owner.
- c. For “Violations Easily Remedied”, it is expected that these restriction violations will be corrected and any fines imposed due to delays in correcting the violation paid. However, if either the specific restriction violation is not corrected and/or the fine not paid, the Board will not further proceed against the Lot Owner after pursuing the legal action of initiating the Lien and/or bringing an action at law against the property. The imposition of a Lien or court determination will represent the final disposition for the Board and the Lot Owner for the specific restriction violation documented.
- d. For “Hard to Remedy Violations”, it is expected that the Board imposed fine will be paid on time and in the amount specified. If this is the case, the final disposition of the specific restriction violation is that a “restriction waiver” is granted the Lot Owner and formally included in the minutes of the Association as well as provided to the Lot

Owner. However, if the fine is not paid, the Board will not further proceed against the Lot Owner after pursuing the legal action of initiating the Lien and/or bringing an action at law against the property. The imposition of a Lien or court determination will represent the final disposition for the Board and the Lot Owner for the specific restriction violation documented.

Section 5. Obligation/Duties of the Owner. The Owner has the following obligations/duties in regards to fine assessment:

- a. If the Lot Owner responds to the initial restriction violation letter in a formal manner providing extenuating and/or mitigating circumstances, his plan for correction or adherence to the spirit of the restriction, and his intended date for correction, the Board may modify and/or extend the assigned date of resolution. This action will be noted in the minutes of the Board meeting and made available to the Lot Owner. Failure to respond in any manner by the Lot Owner will precipitate the imposition of fines.
- b. It is the responsibility of the Owner whose property is in violation of the Restriction to provide proof that waivers were permitted by prior Boards of Directors.
- c. The obligation of the Owner, Joint Owner or other entity having legal title to the Lot on which the fine is made, on the date of initial fine assignment, to pay the fine, penalty, late charge, and/or administrative/legal costs (as provided above) shall remain his obligation and shall pass as an obligation to his successors in title.

Section 6. Obligations/Duties of the Board of Directors. The Board of Directors has the following obligations/duties in regards to fine assessment:

- a. The Board of Directors may extend the period before fines are imposed, if the Member, who is in violation, makes a timely appeal in writing before the specific date for correction. If the violation is determined not to be the fault of the property owner or due to previous Owner's violation, it will be at the Board's discretion to arrive at a remedy.
- b. The Board of Directors may in its discretion waive all or any portion of a penalty or interest imposed pursuant to these paragraphs if it affirmatively appears that the failure to pay the fine when due was caused by circumstances beyond the control of the Member. Any waiver granted by the Board will be formally recorded in the minutes of a meeting duly held in accordance with the Bylaws and a copy provided to the Member.
- c. In all actions necessary for the imposition of fines for delinquent accounts as outlined above, a majority of the Board must concur.

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of the Covenants, Restrictions, and Bylaws of the Association the following Easements of Enjoyment are set forth:

- a. Class "A" and Class "C" members in good standing have a right and easement of enjoyment for all Amenities on the Common Properties of the Association. This Easement of Enjoyment is subject to any and all Rules and Regulations established for the particular amenity.
- b. Class "B" members shall have a right and easement in and enjoyment of any Amenity for which such member has paid the necessary special assessment as set by the Board.
- c. Class "A", "C", and "D" members shall have a right and Easement of Enjoyment in any future pedestrian/leisure trails which may be developed on the Common Properties.

Section 2. Extent of Member's Easements. The right and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to borrow money for the purpose of improving the Common Properties and Amenities and in aid thereof to mortgage said properties.
- b. The right of the Association to take such steps as is reasonably necessary to protect Common Properties against foreclosure.
- c. The right of the Association to suspend the enjoyment of rights of any Member and family members of the Member for any period which any assessment remains unpaid and delinquent. It is understood that any suspension for nonpayment of assessment shall not constitute a waiver or discharge of the member's obligation to pay the assessment.
- d. The right of the Association to establish Rules and Regulations for the Amenities and in those Regulations to provide for a suspension of privileges for any Member or family member for an infraction of those Regulations for a period not to exceed thirty (30) days. The decision for imposing the suspension of privileges and to whom it specifically applies is provided by the amenity chairman and approved by the Board.
- e. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or Amenities therein.

f. The right of the Association to give or sell all or any part of the Common Properties including leasehold interest to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of two thirds (2/3's) of the Membership at a duly called meeting and unless written notice of the proposed agreement and action hereunder is provided to every Class "A", Class "C", and Class "D" member at least thirty (30) days in advance of any action taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument, dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD (ARB)

Section 1. Members and Decisions. The elected Board of Directors of the Association comprise the members of the Architectural Review Board (ARB). In all actions and decisions that come before the ARB for decision, a majority of the ARB must concur with the decision.

Section 2. Construction/Reconstruction Plan Review by ARB. No construction, reconstruction, exterior remodeling, changing of exterior color, alteration, or addition to any structure, building, dock, wall, fence, road, path, driveway or improvement of any nature shall be constructed or otherwise undertaken without obtaining the prior written approval of the **ARB** as to location, plans, and specifications to include materials and color. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one complete set of plans and specifications must be submitted to the **ARB** for their approval and retention. Approval of any plans by the **ARB** is separate and distinct from approval by any city, county or state authority. The **ARB** may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

Section 3. Extent of Authority of the ARB. The ARB shall be entitled to stop all construction or other work which in the opinion of the ARB is in violation of the Covenants and Restrictions. Notification of required work stoppage to a Lot owner from the ARB will be by letter on Association letterhead and provide the reasons and justification for the work stoppage. The Lot owner may appeal the decision to the ARB in formal session. However, the final decision of the ARB is the Association's position on the interpretation of the Covenants and Restrictions.

ARTICLE IX

ASHBOROUGH SUBDIVISION RESTRICTIONS

Section 1. Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than one single-family dwelling, nor more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. All improvements made prior to August 8, 1994, shall be considered approved.

Section 2. Setbacks, Building Lines, and Lot Use/Layout. No building shall be located on any lot nearer to the front line than thirty (30) feet, or nearer to a side lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions, herein prescribed, may not be altered subsequent to the date of this agreement. The following additional provisions, concerning setbacks and lot layout shall apply:

a. **Flexibility.** The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of flora and open areas.

b. **Minor Deviations.** Any deviation from the building line requirements set forth herein, not in excess of ten percent (10%) thereof, shall not be construed to be violation of said building line requirements.

c. **Swimming Pools.** Swimming pools shall not be nearer than five (5) feet to any lot line, must be located to the rear of the main dwelling, and shall not project with their coping more than two (2) feet above the established lot grade.

d. **Walls and Fences.** Boundary walls may be erected and hedges grown but not higher than three (3) feet from the street right-of-way to the rear building line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the rear building line to the rear property line. A County Permit is required to fence over the rear county utility easement. The following additional provisions exist:

- (1) Metal Fences. Metal fences or metal infill (chain link, chicken wire, etc.) are not permitted; for wrought iron see below.
- (2) Fence Material. Wood and brick permitted. Wrought iron may be used only as decorative or infill trims with brick fences.
- (3) Fence Pattern. Fence patterns must be compatible with existing adjacent fences in the neighborhood.
- (4) Fence Color. Brick fences must match brick used on house. Wood fences can be left unstained, or painted. If painted, color must be approved by the Architectural Review Board.

(5) **Orientation.** Fence orientation on the Lot is as noted in Appendix C - **Ashborough Subdivision Illustrations and Diagrams** attached hereto.

e. **Porches, Eaves, and Detached Garages.** For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by the Association's Architectural Review Board, but in no event shall any structures be closer than five (5) feet to any property line.

f. **Exteriors.** No dwelling shall be erected in the said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designed in a manner acceptable to the Architectural Review Board. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

g. **Subdivision of Lots.** No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot where the Lot may be divided in any manner between the owners of the Lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building Lot. In either of the two instances cited above, the building line requirements as provided herein shall apply to such lots as combined. Nothing herein shall be construed to allow any portion of any lot sold or conveyed to be used as a separate building lot.

Section 3. Detailed Restriction Provisions

a. **Enclosed dwelling area requirements.** No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling is constructed with a minimum 1800 square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, and like areas.

b. **Completion of Construction.** The exterior of all homes, home additions, and other structures must be completed within six (6) months after the date of construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamity. Any extensions beyond the six (6) months are at the discretion of, and must be approved by, the Architectural Review Board (ARB).

c. **Obstruction of View at Intersection and Delivery Receptacles.** The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same.

d. **Use of Outbuildings and Similar Structures.** No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either

temporarily or permanently, provided this paragraph shall not be construed to prevent the Contractor from using sheds or other temporary structures during construction.

e. **Animals.** No animals, reptiles, rodents, birds, fish, livestock, and poultry shall be raised, bred, or maintained on any Lot. Domestic dogs, cats, birds inside birdcages, and fish may be kept as household pets within any structure upon a Lot. All pets must be under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

f. **Yard and Building Signs.** No more than two signs shall be displayed on one Lot at the same time and these signs shall not exceed two by three feet (2 x 3) in size. Commercial signs, either for personal or professional business advertisement, are prohibited. The only exceptions to the prohibited signs are: "For Sale", "For Rent", "In-progress Repair or Construction", and "Political Endorsement" – the size restriction remains applicable.

g. **Aesthetics, Nature Growth, Screening, Underground Utilities Service.** The following restrictions apply:

Ashborough Subdivision aesthetics are enhanced and maintained by the many trees on improved lots retained during initial construction, the shrubbery and decorative plantings of Lot Owners, and the continued enforcement of restrictions on indiscriminate removal of trees and flora. The Architectural Review Board (ARB) is charged with the enforcement of these restrictions. The **ARB**, in concert with the Dorchester County Zoning Commission, may bring legal action against Lot Owners who violate the zoning restrictions applicable to the removal of trees. The following restrictions on the non-permitted or unapproved removal of trees, shrubbery, and decorative plantings apply within the Subdivision:

- (1) **Protected Tree.** A tree six inches (6") in diameter at breast height (DBH) or greater, excluding pine, shall be protected by Dorchester County because of its contribution to the environment, property values, and quality of life.
- (2) **Grand Tree.** A tree of special value due to its age and stature is deemed of irreplaceable value to Dorchester County. Small maturing trees fifteen inches (15") in DBH and large maturing trees twenty-four inches (24") in DBH, including pine, shall be considered grand trees.
- (3) **Bushes and shrubbery** on an improved Lot may be removed without permission except that when planted on a Lot boundary line, concurrence of the adjacent owner is required.
- (4) **Bushes and shrubbery** on improved Lots should be routinely trimmed and maintained in a neat and consistent manner to avoid the appearance of overgrown and "return to nature" aesthetics.
- (5) **No undergrowth or trees** on any of the unimproved Common Properties belonging to the Association may be removed without **ARB** permission.

Garbage cans, equipment, heating and air conditioning systems, and storage piles shall be walled in or shrubbery planted to conceal them from the view of neighboring Lots or street.

All residential utility service and lines to residences and detached structures on a Lot shall be underground. All fuel tanks must be buried or walled from view.

Plans for all screens, walls, and enclosures must be approved by the Architectural Review Board prior to construction.

h. Antenna. No radio or television transmission towers or antenna shall be erected within Ashborough Subdivision and only the customary receiving antenna, which shall never exceed ten feet (10') in height above the roof ridge on any house, is allowed.

Satellite dishes cannot be larger than 36 inches (3 feet) in diameter. The dish must be installed behind the main structure of the property and cannot be easily visible from the street in front of the house. If the dish is to be mounted on the ground, the center of the dish cannot be more than 48" (4 feet) above the ground and must be concealed by a fence or shrubbery so as not to be visible from the street. A written request must be made to the Architectural Review Board specifying size of the dish, and how it is to be installed before installation is started.

i. Vehicle and Trailer Parking. No trailer, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (except for "vans" or "pickups" to three quarters (3/4) of a ton), or commercial vehicle shall be parked overnight, whether on any street or on any Lot. This shall not be construed to prohibit a temporary standing or parking of a trailer, boat or recreation vehicle for five (5) days preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Board, if any, for the purpose of storage. Such vehicles may be stored on a Lot only if screened from view of surrounding lots and streets as approved by the Architectural Review Board.

j. Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any of the land of Ashborough Subdivision. The only exception to this prohibition is a trade or business conducted totally within the residence and having no signs or external appearance of that trade or business visible outside the residence.

Minor agricultural pursuits incidental to residential use of the Lot shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others. Gardens shall be located at the rear of home and screened from view of the street.

No nuisance shall be permitted or maintained upon any of the Lots of Ashborough Subdivision.

k. **Changing Elevations.** No Lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.

l. **Wells.** No individual water supply systems shall be permitted except for irrigation, swimming pools, or other non-domestic use.

m. **Disposition of Trash and Other Debris.** Trash, garbage, or other waste shall be kept only in customary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of a Lot or any other property subject to these Covenants other than in the receptacle customarily used which, except on the scheduled day for trash pick-up, shall be stored in such a manner that they cannot be seen from adjacent and surrounding property or street.

During the course of construction or remodeling, it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction material, trailers, shacks, and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

n. **Maintenance Required by Owner.** Each Owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair, including but not by way of limitation, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

o. **Outside Drying and Laundering.** No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable hanging device which is removed from view when not in use.

p. **Parking Restrictions and Use of Garages.** No automobile, truck, or motorized vehicle shall be parked or left on any street overnight or on any property shown in Ashborough Subdivision other than on a driveway or within a garage. Parking on the grass is prohibited.

q. **Exterior Lighting.** Exterior lighting is a modification that must be submitted to the Architectural Review Board for approval prior to the start of work. The Board evaluates applications according to the following guidelines:

- (1) Type of light. White or clear incandescent exterior lighting is recommended. Sodium or mercury vapor light is discouraged

- (2) Floodlights. Spotlights under eaves or spotlights to illuminate front façade are permitted.
- (3) Driveway. If used, driveway lights must be compatible with exterior fixtures on house, and must be mounted on brick piers at driveway entrance.
- (4) Front Sidewalk. If used, walk lights must border front sidewalk, and must not be randomly placed in front yard or front garden.
- (5) Pole Lights. If used, free-standing pole lights must be compatible with exterior fixtures on house or house style, and may be incandescent or gas. The maximum number of pole lights per lot is two.
- (6) Bug lights. Ultra-violet bug lights are not permitted in front yards. The use of yellow incandescent front yard exterior lighting is allowed, but discouraged, especially during non-insect seasons.
- (7) Colored light. Colored lights or lenses are not permitted with exception of the Moslem, Jewish, Christmas/New Year holiday periods.
- (8) Attachment. Light fixtures must not be attached to trees or other plant materials.
- (9) Reflectors. The use of reflectors is not permitted except for small reflectors permanently attached to mail boxes or mail box post.

r. **Play Structures**. Applications to the Architectural Review Board for exterior play structures must be approved before construction is started and should include the following: (an example plan for play structures is included in Appendix C - **Ashborough Subdivision Illustrations and Diagrams**)

- (1) Plot Plan. Play structures are permitted only in rear yards. Distance from rear and side lot lines to structure should be a minimum of ten feet (10') and distance should be indicated on plot plan.
- (2) Plan view (with dimensions). Maximum size (L x W), overhangs for swings, slides, etc., is fifteen feet (15'x15'; 225 feet square). Smaller sizes are encouraged.
- (3) Elevation view (with dimensions). Maximum height (H) from grade to top of structure (highest point of structure) is twelve feet (12'). Lower heights are encouraged.
- (4) Building materials and color. Predominant material should be wood and color should blend with natural environment through the use of a matte finish wood stain or by allowing the structure to weather.

Section 4. Amenity Usage and Restrictions. Amenity Chairpersons exercise the scheduling, maintenance, and creation/publication of Rules and Regulations for specific amenities with the approval and concurrence of the Board of Directors. The following Amenities (see Appendix B for additional details) are intended and available for Members in good standing and their guests when accompanied as follows:

- a. **Sports Field**. The field at the end of Ashborough Avenue is for field sports only. Field sports include baseball, football, and soccer, volleyball, Frisbee, etc. The Sports Field is not to be used by any motorized vehicles at any time including motorcycles,

all terrain vehicles (ATV), go-carts, or golf carts. Driving on the field will only be permitted on a case-by-case basis during Ashborough functions, such as swim meets, and as approved by the Board of Directors after inspection of the field.

b. **Tennis Courts.** The tennis courts are located at Ashborough Avenue and at Mayfield Street. These facilities are used on a first-come-first-serve basis and for tennis only.

c. **Ashborough Lake.** The Ashborough Lake is available to all Members and accompanied guests. Access to Ashborough Lake, for those Members not having direct Lot access, is on Mayfield Street. Do not access the Lake via Member's Lots unless invited to do so. Boats with petroleum based outboard motors of any size are not permitted on Ashborough Lake.

d. **Playgrounds.** Children's playgrounds are available on Ashborough Avenue and Mayfield Streets.

e. **Swimming Pool.** The Swimming Pool is located at the end of Ashborough Avenue adjacent to the Sports Field.

f. **Civic Building.** The Civic Building, available for social and business functions for Members, is located at the end of Ashborough Avenue adjacent to the Sports Field.

With the exception of the swimming pool during published times, neither the Association nor the Amenity Chairpersons provide supervision for the amenities. Authorized use and/or scheduling of an amenity requires that a Member accept responsibility and liability for their actions and the actions of their guests. Any person damaging these facilities through misuse, beyond normal wear and tear, will be held responsible.

Section 5. Permanent Easements in Ashborough Subdivision. Easements that exist in Ashborough subdivision are as follows:

a. An easement on each lot is hereby reserved by the Developer (Westvaco Corp.) and its Successors and Assigns along, over, and under and upon a strip of land ten feet (10') in width, parallel and contiguous with the rear or back lot line of each Lot, and along, over, under, and upon a strip of land for Sections I, II, and III, three feet (3') and for Sections IV, V and VI five feet (5'), in width, parallel and contiguous with each side of a lot line, in addition to such other easements as may appear shown on plats of Ashborough Subdivision, as defined in Article I, Section 2, a. through f. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each Lot and all

improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

b. An easement is reserved along all Lots shown on plats of Ashborough Subdivision, as defined in Article I, Section 2, a. through f, bounding on Dorchester Road over a strip of land adjacent to said road right-of-way and within ten feet (10') thereof for the purposes of the construction and maintenance of a security fence. The maintenance of the security fence is the responsibility of the Lot owner.

ARTICLE X

CHANGE PROCEDURES TO THIS DECLARATION

Section 1. Changes to Covenants, Restrictions, and Bylaws. The Association expressly reserves the right to change or revise this Declaration or any portion thereof on its own motion. The procedure for change shall be as follows:

a. All proposed changes or revisions shall be submitted to a vote of the Class "A" and "C" Members at a duly called meeting of the Association and any such proposed change shall be deemed approved if two thirds (2/3's) of the votes cast at such meeting are a vote in favor of such change or revision.

b. Notice shall be given each Member at least thirty (30) days prior to the day of the meeting at which such proposed change or revision is to be considered.

c. If any proposed change or revision to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute a **Certification** (Appendix D - **Administrative Forms for the Conduct of Business**) setting forth the effective date of the change or revision, which in no event shall be less than thirty (30) days after the date of the meeting of the Association at which such change or revision was approved, the date of the meeting of the Association at which such change or revision was approved, the date that notice of such meeting was given, the total number of qualified voting Members of the Association, the total number of votes necessary to adopt the change or revision, the total number of votes cast in favor of such change or revision, and the total number of votes cast against the change or revision.

d. The **Certification** will be made a part of the official minutes of the Association and be available for review by all Members. The approved Covenants, Restrictions and Bylaws with all changes entered will then be filed with the appropriate legal authority as a replacement for previous versions thereby canceling and superseding all previous versions.

Section 2. Significance of Changes. The "Covenants, Restrictions, and Bylaws" are a legal and binding document for the Association and as such changes made must be completed in a rigorous and consistent manner. All changes will consist of replacement pages for those pages

having changes in the currently approved “Covenants, Restrictions, and Bylaws”. In order to achieve consistent changes and ensure complete documents are in effect and used by all Members, the procedures for making changes or revisions to this document shall be in accordance with the form available in Appendix D - **Administrative Forms for the Conduct of Business**.