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State of South Carolina 2005 FEB -4 AM 11: 08) Declaration of Covenants and
Restrictions for Ashborough
MARGARET L. BAILEY) Subdivision, Dorchester County,
DORCHESTER COUNTY, SC) 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

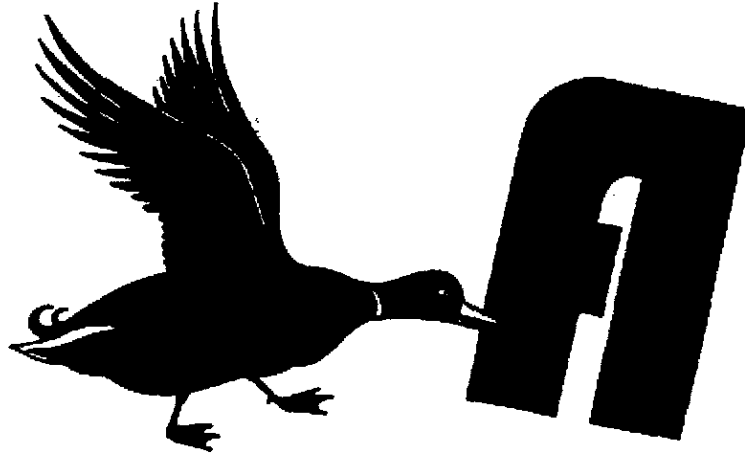
Certification of the Ashborough Covenants, Restrictions, and Bylaws hereinafter set forth has been recorded in the Minutes of the Ashborough Civic Association in accordance with Article X.

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net:

 Ellen Fiedler
408 Lakeview Dr
Summerville, SC 29485

ASHBOROUGH



**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION**
Summerville, South Carolina

COVENANTS, RESTRICTIONS, AND BYLAWS

- MISSION STATEMENT -

“The goal of the Ashborough Civic Association is to make the community a better place to live. The Association is pledged to enforce and uphold the recorded deed restrictions, covenants, restrictions, and bylaws, and to provide for the preservation, promotion, and protection of the general civic welfare, property values, and interests of all members.”

NB “The Covenants, Restrictions, and Bylaws and accompanying Appendices herein promulgated are required in their entirety for use and reference. The approval and effective dates for this document and any subsequent approval and effective dates for changes are available in the History section of the LOEP/History page. “Certification” record procedures are in accordance Article X of the Covenants and Restrictions”



**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION
Summerville, South Carolina**

COVENANTS, RESTRICTIONS, AND BYLAWS

Table of Contents

<u>Title</u>	<u>Description</u>	<u>Page</u>
Cover Page	Ashborough Civic Association Covenants, Restrictions, and Bylaws – Promulgation Page	CP-1
Table of Contents	Article and Section Titles, Appendices	TOC-1
LOEP/History	List of Effective Pages (LOEP) and History of Changes	LOEP-1
<u>Ashborough Civic Association Covenants and Restrictions (CR)</u>		
Preface	Declaration, Witness, Attestation, and Certification	CR-1
Article I	Definitions	CR-2
Section 1	Words and Terms	CR-2
Section 2	Subdivision Description	CR-4
Article II	Property	CR-5
Section 1	Existing Property	CR-5
Section 2	Supplementary Declarations	CR-5
Article III	Association and Bylaws	CR-6
Section 1	Functions of the Association	CR-6
Section 2	Responsibilities	CR-6
Section 3	Bylaws	CR-6
Section 4	Supplemental Appendices	CR-6
Section 5	Ownership and Maintenance of Common Properties	CR-7
Article IV	Membership and Voting Rights	CR-7
Section 1	Membership	CR-7
Section 2	Voting Rights	CR-8
Article V	Covenant for Maintenance Assessments	CR-9
Section 1	Definitions of Assessments	CR-9
Section 2	Creation of the Lien and Obligation of Assessments	CR-9
Section 3	Annual Assessments	CR-10
Section 4	Vacant Lots	CR-10
Section 5	Date of Commencement of Annual Assessments	CR-10
Section 6	Obligations/Duties of the Board of Directors	CR-10
Section 7	Effect of Non-payment of Assessment; Remedies of Association; the Lien	CR-11
Section 8	Obligation of the Owner	CR-13

Article VI	Covenant for Restrictions	CR-13
Section 1	Discussion	CR-13
Section 2	Violation of Restrictions	CR-13
Section 3	Fines for Violation of Restrictions; Effect of Non-payment of Fine; Remedies of Association; the Lien	CR-13
Section 4	Resolution/Disposition of Restriction Violations	CR-15
Section 5	Obligation/Duties of the Owner	CR-16
Section 6	Obligations/Duties of the Board of Directors	CR-16
Article VII	Property Rights in the Common Properties	CR-17
Section 1	Member's Easements of Enjoyment	CR-17
Section 2	Extent of Member's Easements	CR-17
Article VIII	Architectural Review Board (ARB)	CR-18
Section 1	Members and Decisions	CR-18
Section 2	Construction/Reconstruction Plan Review by ARB	CR-18
Section 3	Extent of Authority of the ARB	CR-18
Article IX	Ashborough Subdivision Restrictions	CR-19
Section 1	Residential Use of Property	CR-19
Section 2	Setbacks, Building Lines and Lot Use/Layout	CR-19
Section 3	Detailed Restriction Provisions	CR-20
Section 4	Amenity Usage and Restrictions	CR-24
Section 5	Permanent Easements in Ashborough Subdivision	CR-25
Article X	Change Procedures to this Declaration	CR-26
Section 1	Changes to Covenants, Restrictions, and Bylaws	CR-26
Section 2	Significance of Changes	CR-26
<u>Appendix A</u>	<u>Ashborough Civic Association Bylaws</u>	
Preface	Bylaws of Ashborough Civic Association	A-1
Article I	Name and Location	A-1
Article II	Definitions	A-1
Article III	Membership and Voting Rights	A-1
Section 1	Membership	A-1
Section 2	Rights	A-1
Section 3	Suspension of Rights	A-1
Section 4	Quorum	A-2
Section 5	Voting	A-2
Section 6	Proxies	A-2
Section 7	Consents	A-2
Section 8	Annual Meetings	A-2
Section 9	Special Meetings	A-2

Section 10	Notice of Meetings	A-2
Section 11	Waiver of Notice	A-3
Section 12	Place of Meeting	A-3
Section 13	Adjournment	A-3
Section 14	Order of Business	A-3
Section 15	Minutes of Meeting	A-3
Article IV	Association Purpose and Powers	A-4
Section 1	Organization	A-4
Section 2	Additions to Properties and Membership	A-4
Article V	Board of Directors of the Association	A-4
Section 1	Form of Administration	A-4
Section 2	Authorities and Duties	A-4
Section 3	Qualifications	A-5
Section 4	Election and Term	A-5
Section 5	Removal	A-5
Section 6	Vacancies	A-5
Section 7	Voting	A-5
Section 8	Quorum	A-5
Section 9	Consents	A-6
Section 10	Annual Meetings	A-6
Section 11	Regular Meetings	A-6
Section 12	Special Meetings	A-6
Section 13	Notice of Meetings	A-6
Section 14	Waiver of Notice	A-6
Section 15	Place of Meeting	A-6
Section 16	Minutes of Meetings	A-7
Section 17	Compensation	A-7
Article VI	Officers of the Association	A-7
Section 1	Designation	A-7
Section 2	Qualifications	A-7
Section 3	Election and Terms	A-7
Section 4	Removal	A-7
Section 5	Vacancies	A-7
Section 6	President	A-7
Section 7	Vice President	A-8
Section 8	Secretary	A-8
Section 9	Treasurer	A-8
Section 10	Compensation	A-8
Article VII	Finances	A-8
Section 1	Fiscal Year	A-8
Section 2	Budget	A-8
Section 3	Approval of Budget	A-8

Section 4	Source of Funding for Association	A-8
Section 5	Collection	A-9
Section 6	Accounts	A-9
Section 7	Payments	A-9
Section 8	Bonding	A-9
Section 9	Audit	A-9
Article VIII	Maintenance and Improvements	A-9
Section 1	Maintenance by Board	A-9
Section 2	Expenses	A-10
Section 3	Improvements	A-10
Article IX	Insurance	A-10
Section 1	Insureds	A-10
Section 2	Coverage	A-10
Section 3	Premiums and Deductibles	A-10
Section 4	Proceeds	A-10
Article X	Liability and Indemnification	A-11
Section 1	Liability of the Association	A-11
Section 2	Liability of Directors and Officers	A-11
Section 3	Indemnification of Directors and Officers	A-11
Article XI	Attestations and Certifications	A-11
Section 1	Attestation of Documents	A-11
Section 2	Certification of Documents	A-12
Section 3	Certification of Actions and Facts	A-12
Article XII	Changes to Bylaws	A-12
Article XIII	Miscellaneous	A-12
Section 1	Record of Ownership	A-12
Section 2	Mailing Address for Lot Owner	A-12
Section 3	Notices	A-12
Section 4	Waiver	A-13
Section 5	Conflicts	A-13
Section 6	Severability	A-13
Section 7	Captions	A-13
Section 8	Gender and Number	A-13
Section 9	Rules of Order	A-13
<u>Appendix B</u>	<u>Ashborough Civic Association Common Properties and Amenities</u>	B-1
<u>Appendix C</u>	<u>Ashborough Subdivision Illustrations and Diagrams</u>	C-1
<u>Appendix D</u>	<u>Administrative Forms for the Conduct of Business</u>	D-1



**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION
Summerville, South Carolina**

COVENANTS, RESTRICTIONS, AND BYLAWS

List of Effective Pages and History of Changes

1. **Purpose.** The purpose of the LOEP is to ensure that all pages of the “Covenants, Restrictions, and Bylaws” are current and correct. The History of Changes provides information of approved changes to the document.

2. **LOEP.** The following table should be verified against the footer on each page of the document to ensure accuracy:

<u>Title</u>	<u>Pages</u>	<u>Change</u>
Cover Page (CP)	CP-1	Reissue-Original
Table of Contents (TOC)	TOC-1 to TOC-4	Reissue-Original
List of Effective Pages (LOEP) and History of Changes	LOEP-1	Reissue-Original
Covenants/Restrictions (CR)	CR-1	Reissue-Original
	CR-2 to CR-27	Reissue-Original
Appendix A - Bylaws	App A-1 to App A-13	Reissue-Original
Appendix B – Common Properties and Amenities	App B-1 to App B-3	Reissue-Original
Appendix C – Illustrations and Diagrams	App C-1 to App C-2	Reissue-Original
Appendix D – Administrative Forms	App D-1 to App D-25	Reissue-Original

3. **History of Changes.** The following table provides the Change Title (e.g., Change 1, Change 2, Revision 1, etc.), the date of approval of the change by the Association (Certification procedures), and the effective date of the change.

<u>Change Title</u>	<u>Date of Approval</u>	<u>Effective Date</u>
Complete Reissue-Original of “Covenants, Restrictions, and Bylaws” superseding the August 8, 1994 Revision and all changes thereto.	December 14, 2004	February 12, 2005
Change One -		

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 VT" 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 VT" 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
1 st Day of January or Date of Title Transfer	The Annual Assessment or prorated Assessment for new Owners shall become due and payable.
1 st 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 delinquent . Receipt of the assessment requires actual receipt of the payment by the Treasurer of the Association.
2 nd Day of March or 61 Days from Title Transfer	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.
1 st Day of May or 120 Days from Title Transfer	When the assessment of a Member becomes delinquent 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.

60 Days from Specific Date for Correction for Violations Easily Remedied	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.
60 Days from Date of Final Payment in Board Letter imposing fine for Hard to Remedy Violations	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.

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**.



**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION
Summerville, South Carolina**

COVENANTS, RESTRICTIONS, AND BYLAWS

Bylaws

ARTICLE I

NAME AND LOCATION

The name of the corporation is Ashborough Civic Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Ashborough, but meetings of Members and Directors may be held at such places within the State of South Carolina, County of Dorchester, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Words and terms used in these Bylaws are defined in Article I of the Covenants and Restrictions.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Membership in the Association and voting rights shall be as set forth in Article IV of the Covenants.

Section 2. Rights. The rights of membership are subject to the payment of annual, special, and individual assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the property against which such assessments are made as provided by Article V of the Covenants. The Association is authorized to levy fines for violations of Restrictions in accordance with Article VI of Covenants and Restrictions.

Section 3. Suspension of Rights. The membership rights of any person, whose interest in the property or properties is subject to assessments under Article V of the Covenants and Restrictions, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

Section 4. Quorum. The presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent (51%) of the total votes of the Membership shall constitute a quorum for the transaction of business at meetings of the Association. Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent member who does not execute and return the proxy form sent to him in the mailing referred to in Section 6 of this Article shall be deemed to be present for the purposes of determining the presence of a quorum.

Section 5. Voting. Members shall be entitled to one vote for each Lot, and the vote required to adopt decisions shall be as set out in Section 4 above. Votes can be cast only at a meeting of the Association convened in accordance with the Covenants, Restrictions, and Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent member to execute and return the proxy form sent to him in the mailing referred to in Section 6 of this Article shall constitute a proxy to and for the majority present and voting.

Section 6. Proxies. Any member may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. If at least thirty days prior to a duly called meeting a Member is informed by United States Postal Service mail of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Member neither attends the meeting nor returns his executed proxy, then such Member shall be deemed to have given his proxy to and for the majority present and voting.

Section 7. Consents. Any action which may be taken by a vote of eligible Members in good standing may also be taken by written consent to such action signed by eligible Members in good standing.

Section 8. Annual Meetings. The annual meeting of the Association shall be held on a date determined by the Board of Directors. Any business, which is appropriate for action of the Members, may be transacted at an annual meeting.

Section 9. Special Meetings. Special meetings of the Association may be called at any time by the President of the Board of Directors or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 10. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date, and place of the meeting and in the case of a special

meeting, the business proposed to be transacted shall be mailed to every Member at least thirty days in advance of the meeting. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following the meeting, in which case the action objected to shall be void.

Section 11. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may in writing waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the time, date, and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 12. Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 13. Adjournment. Any meeting of the Association may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business, which could properly be transacted at the original session of a meeting, may be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

Section 14. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. Roll Call
- b. Proof of proper notice of the meeting or waiver of notice
- c. Reading of the minutes of the preceding meeting
- d. Report of the Board of Directors
- e. Reports of Officers
- f. Reports of Committees
- g. Election of Board of Directors (when required)
- h. Unfinished business
- i. New business

Section 15. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by any Member at any reasonable time.

ARTICLE IV

ASSOCIATION PURPOSES AND POWERS

Section 1. Organization. The Association and its elected Board of Directors has been organized to provide a vehicle to assure, through assessments and fines when necessary, that the Properties known as "Ashborough Subdivision" shall be maintained in a pleasing and attractive condition and to provide certain other benefits for its Members as set forth in Article VII of the Covenants and Restrictions.

Section 2. Additions to Properties and Membership. Additions to the Properties shown on the Plat may be made as provided in the Covenants and Restrictions. Such additions shall extend the jurisdiction, functions, duties, and membership of the corporation to such Properties.

ARTICLE V

BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Form of Administration. The Association shall act by and through its Board of Directors.

Section 2. Authorities and Duties. The Board of Directors shall provide for the following:

- a. The maintenance, repair, and replacement of the Common Properties as detailed in Appendix B - **Ashborough Civic Association Common Properties and Amenities** and the designation and dismissal of the personnel necessary to accomplish the same.
- b. The collection of annual, special, and/or individual assessments as applicable from the Members. Assessments are paid to the Treasurer of the Association.
- c. The assignment and collection of fines imposed on the Members. Fines are to be paid to the Treasurer of the Association.
- d. The procuring and keeping in force of insurance on the Common Properties, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as are obtained.
- e. The appointment and approval of Committee Chairmen from either the Directors or the Members for those Amenities in the Common Properties which require special leadership or the imposition of Regulations for effective and equitable use of the amenity.
- f. The enactment of reasonable Regulations governing the operation and use of the Common Properties, including any necessary "house rules." The Committee Chairman for the appropriate Amenity will cause to be published, subject to the majority

approval of the Board, the Regulations for that Amenity. Distribution of the Regulations shall be determined by the Board. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Member shall be bound by any newly adopted Regulation or any amendment or repeal of an existing Regulation until a copy of the regulation has been made available to him.

g. The enforcement of the terms of the Covenants Restrictions, and Bylaws, and any Regulations promulgated pursuant to the Bylaws.

h. The administration of the Association on behalf and for the benefit of all Members.

Section 3. Qualifications. Only an individual who is a Member or who together with another person or persons is a Member, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Member or which together with another person or persons is a Member, may be elected and serve or continue to serve as a Director of the Association. The number of Directors provided at any one time by a Member, which is an organization, or which consists of more than one individual shall not exceed the number of Lots owned by such Member.

Section 4. Election and Term. The Members shall elect seven Directors, four for a term of two years (to be elected in one election) and three for a term of one year (to be elected in a second election), and the Board shall thereafter consist of seven Directors. At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the end of the year. A majority of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office. The newly elected Directors shall take office on January 1st following the election.

Section 5. Removal. A Director may be removed from office with or without cause by a majority vote of the Members.

Section 6. Vacancies. Any vacancy on the Board of Directors shall be filled by appointment from the Members by a majority vote of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a majority vote of the Members.

Section 7. Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors.

Section 8. Quorum. Four Directors shall constitute a quorum for the transaction of business.

Section 9. Consents. Any action, which may be taken by a vote of the Board of Directors, may also be taken by written, computer email, or telephonic consent to such action signed by a majority of Directors.

Section 10. Annual Meetings. An annual meeting of the Board of Directors shall be held during each fiscal year within thirty (30) days following the annual meeting of the Association. The purpose of this meeting is to elect the Officers of the Association per Bylaws Article VI. The newly elected officers will assume their duties on January 1st of the year. Any other business, which is appropriate for action by the Board of Directors, may be transacted at this annual meeting.

Section 11. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates, and places as the Board of Directors may determine from time to time. Any business, which is appropriate for action of the Board of Directors, may be transacted at a regular meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association or shall be called upon the request of four of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors present waive notice of any additional business.

Section 13. Notice of Meetings. Written, computer email, or telephonic notice of every regular or special meeting of the Board of Directors stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three (3) days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at the meeting unless (1) a Director who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following the meeting, in which case the action objected to shall be void.

Section 14. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of the notice of time, date, and place of meeting unless such Director objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 15. Place of Meeting. All meetings of the Board of Directors shall be held at such convenient places as the Board may select. Meetings may be conducted by telephone if a quorum of Directors consents.

Section 16. Minutes of Meetings. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of the minutes shall be made available to each Board Member within thirty days (30) following each meeting, and all the minutes shall be made available for examination and copying by any Association Member at any reasonable time.

Section 17. Compensation. The Directors may receive such compensation as the Association may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE VI

OFFICERS OF THE ASSOCIATION

Section 1. Designation. The Association shall have a President, a Vice President, a Secretary, and a Treasurer. The Association may also have one or more assistants to such officers as may be necessary from time to time. The offices of Secretary and Treasurer may be filled by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties, and responsibilities provided by these Bylaws, or, to the extent not so provided, by the Board of Directors.

Section 2. Qualifications. Any elected Director of the Association may serve as an Officer of the Association.

Section 3. Election and Terms. Officers of the Association shall be elected at the annual meeting of the Board of Directors (see Bylaws Article V, Section 10) following the Member's Annual Meeting and at such other times as may be required to fill vacancies in any office. All Officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An Officer may be re-elected to any number of terms. Officers will assume their office on January 1st of the year for which elected.

Section 4. Removal. Any officer may be removed from office at any time with or without cause by a vote of at least five of the seven Board of Directors concurring and participating at a meeting called in accordance with Article V of the Bylaws.

Section 5. Vacancies. Any vacancy in the Officers of the Association shall be filled by election from the Board of Directors by a majority vote of the remaining Directors, and the new Officer shall serve for the unexpired term of his predecessor.

Section 6. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among the Members and/or Directors from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 7. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 8. Secretary. The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Members and of the Board of Directors, and shall have charge of such other books and papers as the Board of Directors may direct.

Section 9. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association. The Treasurer may also have charge of such other books and papers as the Board of Directors may direct.

Section 10. Compensation. The officers may receive such compensation as the Association may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

Section 2. Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the next fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the next fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

Section 3. Approval of Budget. The proposed budget, as it may be amended upon motion by any Member, shall be submitted to a vote of the Members and when approved by a majority vote shall become the budget (Budget) of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Members.

Section 4. Source of Funding for Association. Funding for the Budget of the Association shall come from Annual and Special Assessments as established in the Covenants and Restrictions. Individual Assessments and Fines are imposed and collected on a case-by-case situation and will not be considered when the Board submits the Budget for approval. As stated herein, all monies collected by the Association, Annual Assessment, Special Assessment, Individual Assessment, and Fines, are provided to the Treasurer of the

Association. All monies collected become part of the general treasury for application toward common expenses.

Section 5. Collection. Members shall be personally liable for all assessments and fines and shall pay the same promptly when due. The Board of Directors shall take prompt action to collect by suit, foreclosure, or other lawful method any overdue assessment or fine. If any overdue assessment or fine is collected by an attorney or by action at law, the Member owing the same shall be required to pay all costs of collection, including attorney's fees and court costs.

Section 6. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a federally chartered bank having an office in the county where the Properties are situated. The checking account of the Association may have the capability and facility to make payments electronically via the internet. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account or certificates of deposit with a federally chartered bank. All funds of the Association shall be properly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than one hundred dollars (\$100) for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

Section 7. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of one hundred dollars (\$100) shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President or the Treasurer or by any officer of the Association designated by the Board of Directors.

Section 8. Bonding. The Board of Directors shall procure a fidelity bond in an amount of not less than one hundred thousand dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a common expense.

Section 9. Audit. The Board of Directors shall direct an external and independent audit of the finances of the Association on an annual basis. This audit may be accomplished coincident with the required tax preparation and filing for the Association.

ARTICLE VIII

MAINTENANCE AND IMPROVEMENTS

Section 1. Maintenance by Board. The Board shall provide for the maintenance, repair and replacement of the common properties.

Section 2. Expenses. The expenses of all maintenance, repair, and replacement provided by the Board shall be common expenses, except that when such expenses result from willful acts, neglect, or abuse of a Member or guest of a Member, on the Common Properties, the expenses shall be charged and paid by such Member as an Individual Assessment. The common expenses shall be charged to all Members as appropriate under the Covenants.

Section 3. Improvements. If any improvements to the common properties shall be approved from time to time by the Members, the cost of such improvements shall be a common expense.

ARTICLE IX

INSURANCE

Section 1. Insureds. Insurance policies upon the common properties covering the items described in Section 2 below shall be purchased by the Board of the Association for the benefit of the Association, the Members, and any mortgagees, as their interests may appear. Provision shall be made for the Issuance of Certificates of Insurance. Such policies and endorsements shall be deposited with and held by the Secretary or Treasurer of the Association.

Section 2. Coverage. Insurance shall cover the following when available:

- a. The replacement value of all common elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the Common Properties.
- b. Public liability in such amounts and with such coverage as shall be determined by the Board of Directors.
- c. Workman's compensation (if required).
- d. Such other insurances as the Board of Directors may from time to time determine to be desirable.

Section 3. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense.

Section 4. Proceeds. The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under the policy.

ARTICLE X**LIABILITY AND INDEMNIFICATION**

Section 1. Liability of the Association. A Member shall not be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

“Ashborough Civic Association is a Non-profit Corporation established pursuant to the laws of the State of South Carolina. No member thereof shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by the Members.”

Section 2. Liability of Directors and Officers. No Director or Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants, Restrictions, and Bylaws.

Section 3. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and Officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action, or omission as a Director or an Officer of the Association if all of the following conditions are satisfied:

- a. Such Director or Officer is not required to bear such liability by the terms of the Covenants, the laws of South Carolina, or these Bylaws.
- b. Such Director or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same.
- c. Such Director or Officer cooperates with the Association in defending against the claim.

The expense of indemnifying a Director or an Officer shall be a common expense and shall be borne by all the Members, including such Director or Officer.

ARTICLE XI**ATTESTATIONS AND CERTIFICATIONS**

Section 1. Attestation of Documents. The presence of the signature of the Secretary or an Assistant Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another Officer of the Association shall attest:

a. That the Officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association, and that the signature of the Officer subscribed on the document is genuine.

b. That the execution of the document on behalf of the Association has been duly authorized.

Section 2. Certification of Documents. When any documents relating to the Properties of the Association is certified as authentic by the Secretary or an Assistant Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 3. Certification of Actions and Facts. When there is executed by the Secretary or an Assistant Secretary a written statement setting forth (1) actions taken by the Association or by the Board of Directors, or (2) facts relating to the Properties or the Association as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

ARTICLE XII

CHANGES TO BYLAWS

These Bylaws may be changed, amended, and/or repealed and new Bylaws adopted per Article X of the Covenants and Restrictions.

ARTICLE XIII

MISCELLANEOUS

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all members and of the dates upon which they acquired title to their Lots.

Section 2. Mailing Address for Lot Owner. It is the Lot Owner's specific responsibility and requirement to provide the Association a current and correct mailing address for receipt of all correspondence that the Association is required to send in the conduct of business.

Section 3. Notices. Any notices or documents placed in the United States Postal Service mail addressed to the Member at the street address of the Lot owned by the Member or affixed to the front door of the dwelling on any Lot by or at the direction of the Board of Directors shall be deemed delivered to the member of such Lot unless he has previously specified to the Board of Directors in writing another address for delivery of notices and documents. Any

notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Member shall be deemed delivered to the Board of Directors.

Section 4. Waiver. No provision of the Bylaws or regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches, which may have occurred.

Section 5. Conflicts. In the event of any conflict between the Bylaws and the Covenants and Restrictions, the Covenants and Restrictions shall control, as appropriate. In the event of a conflict between the Bylaws and the Board of Directors approved Regulations for Amenities, the Bylaws shall control.

Section 6. Severability. The provisions of the Bylaws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 7. Captions. Captions are inserted only as a matter of convenience and for reference and no way define, limit, or describe the scope of the Bylaws or the intent of any provision.

Section 8. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

Section 9. Rules of Order. All meetings of the membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order Revised.

END OF BYLAWS



**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION
Summerville, South Carolina**

COVENANTS, RESTRICTIONS, AND BYLAWS

Common Properties and Amenities

1. **Purpose.** The purpose of this appendix to the Ashborough Covenants, Restrictions, and Bylaws is to define the Common Properties and Amenities that exist in Ashborough Subdivision which are maintained by the Ashborough Civic Association for the enjoyment of all Members.

2. **Discussion.** Common Properties are the properties deeded to the Ashborough Civic Association from Westvaco Development Corporation for common use, enhancement of subdivision integrity, beautification, and recreation within the subdivision. As detailed below a portion of the Common Properties have improvements constructed and maintained for recreation and business (Amenities), a portion are landscaped and maintained for beautification of entrances and streets, and finally a significant portion remain in their original condition for future recreational use.

With the exception of the swimming pool during published times, neither the Association nor the Amenity Chairpersons provide supervision for the Common Properties and/or 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 or persons damaging the Amenities or improvements on Common Properties through misuse, abuse, or vandalism will be held responsible. The Association will seek all remedies available including police and court actions to recover damages and preclude additional abuse of the Amenities and Common Properties.

3. **Detail Description and Location.** The categories of Common Properties and their descriptions/locations are provided as follows:

a. **Amenities.** The Amenities are the physical structures and improvements which exist on Common Properties, namely:

(1) **Civic Building.** The Civic Building is located at 208 Ashborough Avenue and is available for use by Class "A" and "C" Members in good standing. There is a meeting room plus kitchen and restroom facilities. Use and scheduling of this facility is controlled by the Board of Directors via the Civic Building Committee Chairperson.

(2) **Swimming Pool.** The Swimming Pool is located adjacent to the Civic Building at the end of Ashborough Avenue and is available to Class "A" and "C" Members in good standing. The swimming pool has restroom and

changing facilities for all ages and gender. The swimming pool facility and use is controlled by the Board of Directors via the Pool Committee with published Regulations which are strictly enforced.

(3) Tennis Courts. There are two locations for tennis courts with each location having two fence-enclosed courts. One tennis court enclosure is located adjacent to the Swimming Pool and Civic Building at the end of Ashborough Avenue. The other tennis court enclosure is located off Mayfield Street approximately one block northwest of the Mayfield Street and Tabby Lane intersection. The use of the tennis courts is controlled by the Board of Directors.

(4) Children's Playgrounds. Two children's playgrounds are located adjacent to the tennis courts as described above. Various standard playground equipment exists at the two locations.

(5) Sports Field. The Sports Field is located adjacent to the Civic Building, Swimming Pool, and Section VI at the end of Ashborough Avenue. The use of the Sports Field is controlled by the Board of Directors via the Recreation Chairperson.

(6) Ashborough Lake. Ashborough Lake is located between Mayfield Street and Ashborough Avenue. Access to the lake for Members not owning bordering Lots is on Mayfield Street.

b. Entrances and Islands. Throughout Ashborough Subdivision there are Common Properties which include the entrances and islands landscaped and maintained by the Association and the Board of Directors via the Landscape Chairperson. These entrances and islands are as follows:

(1) Tabby Lane Entrance. There is access to the subdivision from Dorchester Road to Tabby Lane. The entrance includes decorative brick walls, lighting, signage, and landscaping on both the Dorchester Road side and Tabby Lane Island dividing the entrance way.

(2) Nantucket Drive Entrance. There is access to the subdivision from Dorchester Road to Nantucket Drive. The entrance includes decorative brick walls, lighting, signage, and landscaping on both the Dorchester Road side and Nantucket Drive Island dividing the entrance way.

(3) Endicott Street Entrance. There is access to the subdivision from Dorchester Road to Endicott Street. The entrance includes decorative brick walls, lighting, signage, and landscaping on both the Dorchester Road side and Endicott Street side of brick walls. There is no island at the Endicott Street entrance.

(4) Ashborough Avenue Entrance. There is access to the subdivision from Dorchester Road to Ashborough Avenue. The entrance includes decorative brick walls, lighting, signage, and landscaping on both the Dorchester Road side and Ashborough Avenue Island dividing the entrance way.

(5) Cul-de-sac Islands. The following cul-de-sac's have islands maintained by the Association: southern end of Mayfield Street, Green Lane, Magazine Court, and Sallyport Court.

(6) Hampton Drive Island. The Association maintains the island on Hampton Drive near the intersection of Hampton Drive and Lakeview Drive.

c. **Unimproved Common Property**. The Association has deed rights to two tracts of land of approximately 96 acres located off the access road to the tennis courts and playground from Mayfield Street. These two tracts of land are bounded by the drainage canal easement located on the rear property lines of Lots on Mayfield Street and Hampton Drive, plus the Lakeview Drive cul-de-sac and the Ashley River. With the exception of the tennis courts and playground, no additional development or improvement to this area is expected. The two tracts of land are designated for recreational use (nature trails and/or boat landing on Ashley River) and as a nature reserve.

4. **Miscellaneous Information on Common Properties**. The following information is provided in explanation of Association responsibilities:

a. Throughout Ashborough Subdivision there are drainage easements and canals/ditches which are part of the Dorchester County Storm Drainage System. These easements and canals/ditches exist on the property lines throughout the subdivision and normally each Lot's rear property line is the center-line of the canal/ditch with the easement extending into the Lot. It is the Owner's responsibility to clear minor obstructions and debris from the canal/ditch in order to ensure proper drainage within the subdivision. If major obstructions or debris exists in these canals/ditches, Dorchester County has the responsibility for clearing. The Association has no responsibility for the Dorchester County Storm Drainage system and can do nothing to assist Lot Owners except make the same request for assistance to the county as the Lot Owner can make.

b. Although the deeded Common Properties do not extend through the easements for Dorchester County maintained streets of Dorchester Road and Mayfield Street, the Association contracts and pays for grass cutting along Dorchester Road adjacent to the subdivision and on Mayfield Street adjacent to Ashborough Lake. This expenditure is considered necessary for the overall beautification and appearance of the subdivision.



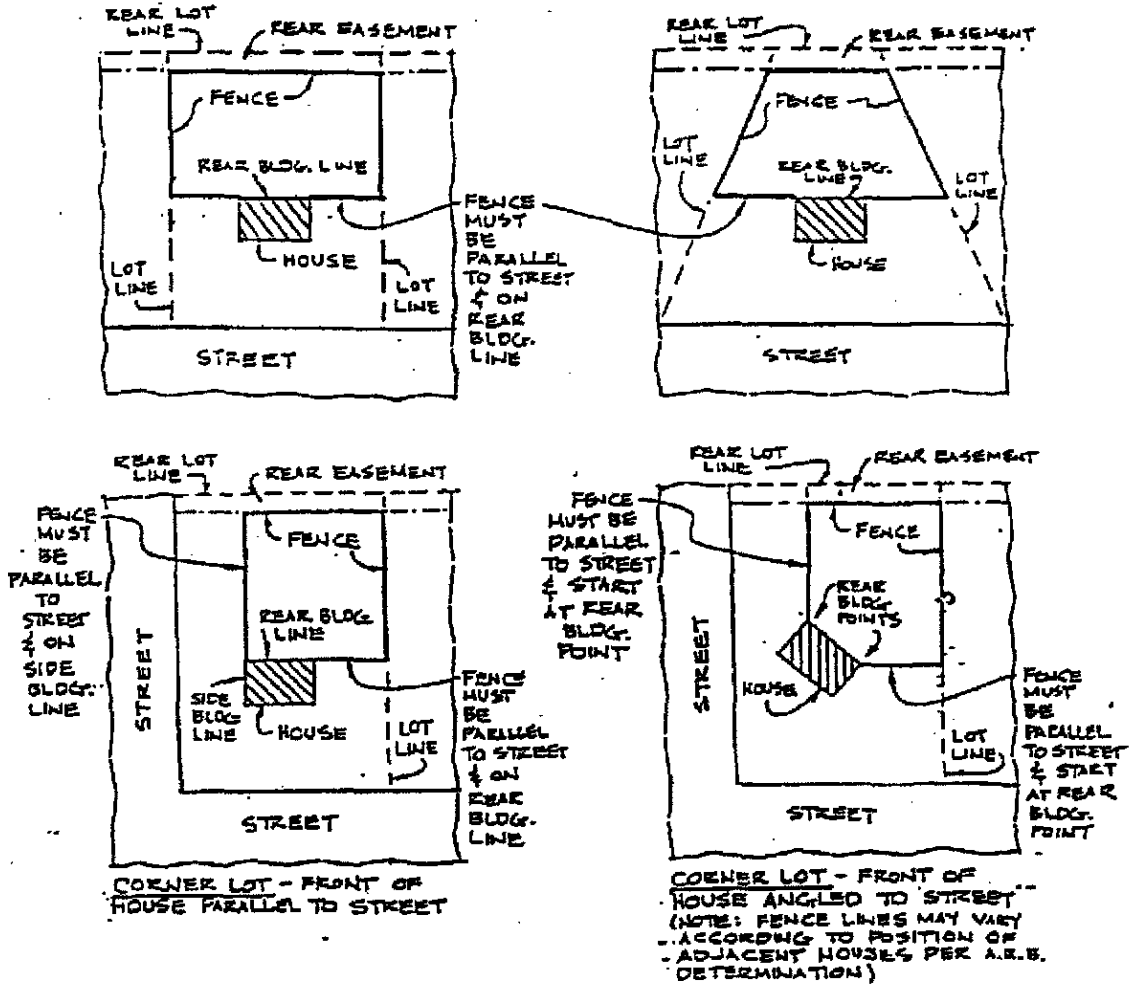
**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION
Summerville, South Carolina**

COVENANTS, RESTRICTIONS, AND BYLAWS

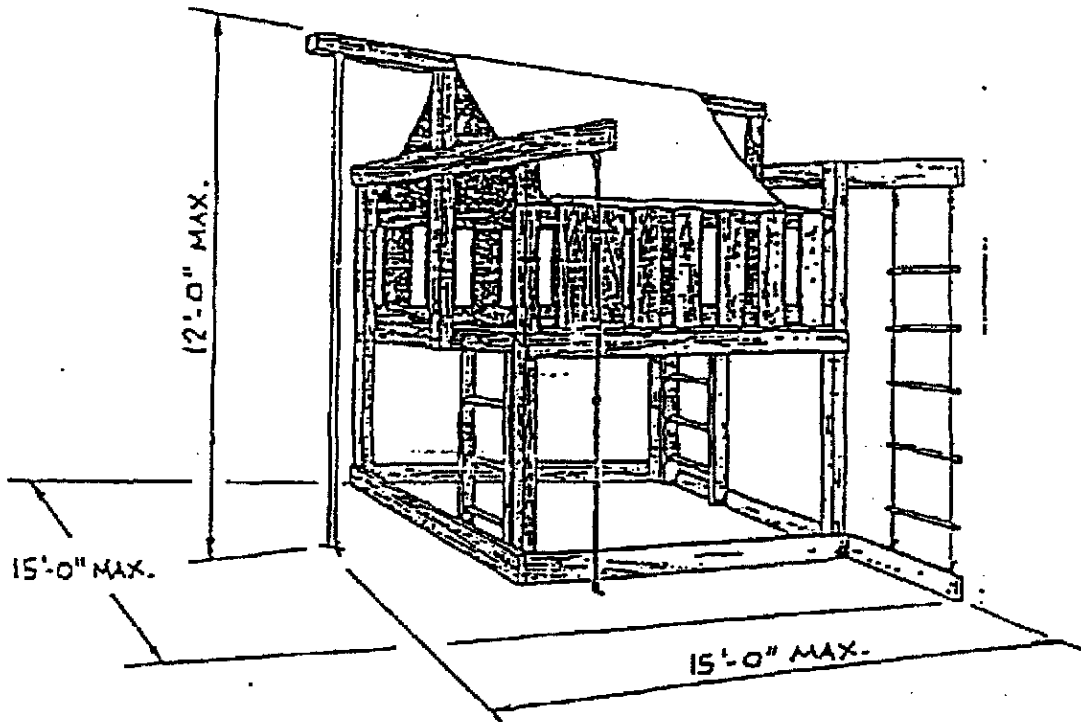
Ashborough Subdivision Illustrations and Diagrams

Discussion. The following illustrations and diagrams are provided for assistance in interpreting various articles in the Covenants, Restrictions, and Bylaws. The reference and paragraph wording are provided for each illustration or diagram

1. Article IX, Section 2. d., (5) Orientation. "Fence orientation on the Lot is as noted in Appendix C - Ashborough Subdivision Illustrations and Diagrams attached hereto." (A County Permit is required to fence over rear county utility easement; fence supporting posts are required to be on the inside of fence.)



2. Article IX, Section 3. 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**)"





**ASHBOROUGH SUBDIVISION
ASHBOROUGH CIVIC ASSOCIATION
Sumperville, South Carolina**

COVENANTS, RESTRICTIONS, AND BYLAWS

Administrative Forms for the Conduct of Business

1. **Purpose.** This appendix contains various letters and forms that are used regularly in the course of business of the Ashborough Civic Association.
2. **Discussion.** The letters and forms in this appendix are not covenants, restrictions, or bylaws and as such do not govern or limit the Members of the Association. In accordance with Article III of the Covenants and Restrictions, change/revision procedures and administration of the letters and forms in this appendix do not need to conform to the formal change procedures of Article X. In the course of efficiently doing the business of the Association, the Board of Directors may change, delete, modify, and/or add to individual letters and forms or to the list of available letters and forms as they see fit.
3. **Index of Letters and Forms.**

<u>Page No.</u>	<u>Description of Use</u>
D-3	Generic Letter Format of Ashborough Civic Association
D-5	Format for Recording Minutes of Association or Board of Directors Meetings
D-7	Annual Assessment for Ashborough Civic Association - Home Owners
D-9	Annual Assessment for Ashborough Civic Association - Property Managers
D-11	Delinquent Status - Annual Assessment for Ashborough Civic Association
D-13	Restriction Violation - Ashborough Subdivision - Voluntary Resolution
D-15	Restriction Violation - Notice of Violation - "Violation Easily Remedied"
D-17	Restriction Violation - Notice of Violation - "Hard to Remedy Violation" - Initial
D-19	Restriction Violation - Notice of Violation - "Hard to Remedy Violation" - Final
D-21	Certification - Format/Required Entries for Changes/Revisions
D-23	Change Procedures for Covenants, Restrictions, and Bylaws

4. **Disposition and Use of Forms.** It is expected and encouraged that the forms provided in this appendix be used as individual word processing files so that each letter may be constructed, used, and saved for the unique circumstances and occasions intended.

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ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: Generic Letter Format of Ashborough Civic Association
Reference: Covenants, Restrictions, and Bylaws – Specific Article, Paragraph

To: Name: _____
 Address: _____
 City, State, Zip Code: _____

Dear _____

This letter format may be used and/or modified to support the following uses of letter notification for the Ashborough Civic Association:

<u>Reference</u>	<u>Use</u>
Article IV of Covenants, Restrictions, Article III of Bylaws	Proxy Vote for Budget, Board of Directors, Changes to Covenants, Restrictions, and Bylaws, etc.
Article V of Covenants, Restrictions	Provide the details to Members of Special Assessments and/or Individual Assessments
Article VII of Covenants, Restrictions	Suspension of Member's and/or family members use of an Amenity for Rules and Regulation violation
Article VIII of Covenants, Restrictions	Approval of construction and Notification of "Cease Work" on construction by the ARB
Article III of Bylaws	Notification of Annual Meeting or Special Meeting and the business proposed for that meeting
Article XI of Bylaws	Certification of Actions and Facts
None Specific	General or specific letters that originate from the Association and/or Board of Directors which have a direct bearing on the business of the Association

Your attention and cooperation in this matter is greatly appreciated.

Sincerely,

____ (Typed Name) ____
 President (Vice President) or Board of Directors of Ashborough Civic Association

Copy to: file, etc.

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ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

MINUTES

Board of Directors / Membership Meeting

Location: _____

Date: _____ **/ Time:** _____

Attendees / Identification:

Proper Notice of Meeting or Waiver of Notice: Yes ___ / No ___

**Adoption of Minutes from _____ (Date) _____ Ashborough Civic Association
Board of Directors / Membership Meeting**

Motion to accept: _____ (name) _____ ; **Seconded:** _____ (name) _____

Results of Vote: _____

Reports:

Board of Directors: Name, subject, or NONE

Discussion: Summary of discussion points -

Motion: “ _____ (wording) _____ ”
Made by: _____ (name) _____ ; **Seconded:** _____ (name) _____
Results of Vote: _____

Officers: Name, subject, or NONE

Discussion: Summary of discussion points -

Motion: “ _____ (wording) _____ ”
Made by: _____ (name) _____ ; **Seconded:** _____ (name) _____
Results of Vote: _____

Committees: Name, subject, or NONE

Discussion: Summary of discussion points -

Motion: “ _____ (wording) _____ ”
Made by: _____ (name) _____ ; **Seconded:** _____ (name) _____
Results of Vote: _____

Election of Board of Directors or Officers: (When Required)

Candidates: Name and/or position

Motion: " _____ (wording) _____"
Made by: _____ (name) _____ ; Seconded: _____ (name) _____
Results of Vote: _____

Unfinished Business:

Discussion: Summary of discussion points -

Motion: " _____ (wording) _____"
Made by: _____ (name) _____ ; Seconded: _____ (name) _____
Results of Vote: _____

New Business:

Discussion: Summary of discussion points -

Motion: " _____ (wording) _____"
Made by: _____ (name) _____ ; Seconded: _____ (name) _____
Results of Vote: _____

Adjournment:

Motion: " _____ (wording) _____"
Made by: _____ (name) _____ ; Seconded: _____ (name) _____
Results of Vote: _____

Meeting Adjourned on _____ (Date) _____ at _____ (Time) _____

Enclosures to Minutes:

(Include in the Minutes any letters, notices, documents which must be retained for the official records of the Association. Examples are: Certification of Changes to Covenants, Restrictions, and Bylaws, Permanent Waivers granted for Restriction Violations, Projects Proposed for Association, etc. Each enclosure should be specifically identified to alleviate confusion or duplication.

(Signature) _____ (Date)

(Typed Name) _____
Secretary, Ashborough Civic Association



ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: Annual Assessment for Ashborough Civic Association
Reference: Covenants and Restrictions – Article V

Dear Ashborough Homeowner,

At the ____ (Date) ____ Annual Meeting of the Association, the proposed __ (FY) __ Budget was approved. The __ (FY) __ Budget recommended an Annual Assessment for the fiscal year beginning January 1, 200_, of \$____. In accordance with Article V of the Covenants, Restrictions, and Bylaws, the Annual Assessment is due and payable on January 1, 200_.

As the Assessment is payable during a particularly expensive time of the year, Article V of the Covenants, Restrictions, and Bylaws permits an extended period for making the total payment. Partial payments are acceptable if prior concurrence is obtained from the Treasurer of the Association. However, full payment of the Annual Assessment is to be received in-hand by the Treasurer of the Association on or before March 1, 200_, or your account will become delinquent. If your account becomes delinquent, Table V.7 (1) Annual Assessments outlines the penalties and remedies permitted the Association.

Homeowners are encouraged to pay the full amount of the Assessment in January as the Association has required bills to pay, such as taxes and insurance, which are due during the first part of the year. Please note that full payment of the Assessment on or before March 1st ensures participation and enjoyment of all Amenities for the full year.

A self-addressed envelope is enclosed for your convenience. If you have any questions about the Assessment, the status of your property, or have a need to make special arrangements, please contact the Treasurer of the Association, ____ (Name) __, at ____ (Tel. #) ____.

Please ensure your property address is on your check.

Sincerely,

____ (Typed Name) ____
 Treasurer of Ashborough Civic Association

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ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: **Annual Assessment for Ashborough Civic Association**
Reference: **Covenants and Restrictions – Article V**

Property Manager: Name: _____
Address: _____
City, State, Zip Code: _____

Dear Property Manager;

The records of the Ashborough Civic Association indicate that you are the Property Manager for the following properties:

At the ____ (Date) ____ Annual Meeting of the Association, the proposed __ (FY) __ Budget was approved. The __ (FY) __ Budget recommended an Annual Assessment for the fiscal year beginning January 1, 200_, of \$____. In accordance with Article V of the Covenants, Restrictions, and Bylaws, the Annual Assessment is due and payable on January 1, 200_.

Full payment of the Annual Assessment is to be received in-hand by the Treasurer of the Association on or before March 1, 200_, or the account will become delinquent. If the account becomes delinquent, Table V.7 (1) Annual Assessments outlines the penalties and remedies permitted the Association. Please make checks payable to the Ashborough Civic Association and mail them to the address in the letter head.

If you are no longer managing these properties, have added additional properties within Ashborough Subdivision, or have any questions please feel free to contact me at ____ (Tel. #) ____.

Please ensure the property address is on the check.

Sincerely,

____ (Typed Name) ____
Treasurer of Ashborough Civic Association

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ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: Delinquent Status - Annual Assessment for Ashborough Civic Association
Reference: Covenants and Restrictions – Article V

FINAL AND ONLY NOTICE OF DELINQUENT ASSESSMENT STATUS

To: Name: _____
 Address: _____
 Summerville, SC 29485

Your 200_ Ashborough Civic Association Annual Assessment of \$ ____ has not been received by the Treasurer of the Association. As a consequence your account is considered **delinquent** as of March 1, 200_, and is accruing penalties and late payment charges. It is recommended that you contact the Treasurer, _____ (Name) _____, at _____ (Tel. #) _____, to resolve this delinquency and determine a LAST DAY FOR PAYMENT and AMOUNT due.

It is a difficult and time-consuming task to manage the Ashborough Civic Association but it is done by civic-minded residents of Ashborough Subdivision with little compensation. As a resident you enjoy the benefits of the Association, both economic and aesthetic, however your failure to pay the Annual Assessment on time necessitates additional and unwarranted work by the volunteers who provide you the benefits. It is recognized by the Association that there may be extenuating and mitigating circumstances for your failure to pay but it is your civic duty to the Association and your neighbors to alert the Treasurer prior to March 1st. As you have not, this is your “**Final and Only Notice**” of your delinquency.

As an enclosure to this letter, I have included the actions that the Association may and is expected to take to ensure payment of the Annual Assessment. Under South Carolina law, there is no need to provide you additional notice before these actions are undertaken. Additionally, as a consequence of your delinquency, your use and the use by members of your family of the Amenities are hereby suspended. This suspension will be automatically revoked upon payment. It is requested that you take prompt and decisive action to satisfy this delinquency so additional action will be unnecessary.

Sincerely,

____ (Typed Name) _____
 President (Vice President) of the Ashborough Civic Association

Ashborough Civic Association
Delinquent Assessment Status Time-Line
For

Name: _____	Address: _____	Summerville, SC 29485
-------------	----------------	--------------------------

Date Prepared: _____

As of the date of preparation, I have not received the Annual Assessment for the Lot Owner named above. Accordingly, the “**Date of Action**” per the below Table commences with _____, and is recommended for use in collection of the Assessment.

____ (Typed Name) ____
 Treasurer, Ashborough Civic Association

Table V.7 (1) – Annual Assessments

Date of Action	Effect and Remedy
1 st Day of January or Date of Title Transfer	The Annual Assessment or prorated Assessment for new Owners shall become due and payable.
1 st 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 delinquent . Receipt of payment for the assessment requires actual receipt of the payment by the Treasurer of the Association.
2 nd Day of March or 61 Days from Title Transfer	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.
1 st Day of May or 120 Days from Title Transfer	When the assessment of a Member becomes delinquent 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.
1 st 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 reproduced - Ashborough Subdivision Covenants, Restrictions, and Bylaws, Article V, Section 7.



ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: **Restriction Violation – Ashborough Subdivision**
Reference: **Covenants and Restrictions – Article VI, Article VIII, and Article IX**

To: **Name:** _____
Address: _____
Summerville, SC 29485

Dear _____,

It has come to the attention of the Ashborough Civic Association Board of Directors that you have misunderstood, were not aware of, or failed to comply with the Restrictions, Article IX, of the Covenants and Restrictions, namely:

(Provide in easily understood words a summary of the violation)	
Article IX, (specific paragraph)	(Provide the title of paragraph)

It is the goal of the Board of Directors to equably enforce the Ashborough Subdivision restrictions for all residents and thus ensure a uniform and commonly high maintenance and appearance standard for all. Adherence to the published restrictions benefits all Members of the Association, including you, as property values and aesthetics are not damaged or degraded.

If you have any questions concerning this request, please call the Help Line number provided above for assistance. Additionally, if the correction of the violation requires construction or significant rearrangements/changes, plans for these changes must be approved by the Architectural Review Board (ARB) in accordance with Article VIII of the Covenants and Restrictions.

Thank you for your cooperation in this request and for your willingness to support the goals of the Ashborough Civic Association.

Sincerely,

____ (Typed Name) ____
Covenants and Restrictions Chairperson, Ashborough Civic Association

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ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: **Restriction Violation - Notice of Violation – “Violation Easily Remedied”**
Reference: Covenants and Restrictions – Article VI, Article VIII, and Article IX

To: Name: _____
 Address: _____
 Summerville, SC 29485

FINAL AND ONLY
NOTICE OF VIOLATION
“VIOLATION EASILY REMEDIED”

The specifics of the restriction violation are as follows:

(Provide in simple words a summary of the violation)	
Article IX, (specific paragraph)	(Provide the title of paragraph)

The specific information required per Article VI of the Covenants and Restrictions:

Date of Letter requesting voluntary resolution -	(Date of initial letter requesting resolution)
Date of Notice of Violation Letter -	(Date of this letter – see above)
Degree of Violation -	“Violation Easily Remedied”
Specific Date for Correction or Response -	(Realistic Date for expected resolution)

It is a difficult and time-consuming task to manage the Ashborough Civic Association but it is done by civic-minded residents of Ashborough Subdivision with little compensation. As a resident you enjoy the benefits of the Association, both economic and aesthetic, however your failure to adhere to the published restrictions necessitates additional and unwarranted work by the volunteers who provide you the benefits. Consequently, this “**Final and Only Notice of Violation**” is provided.

I am including the remedies that the Association may and is expected to take to ensure correction of the violation and actions/penalties intended if you fail to comply. Under South Carolina law, there is no need to provide you additional notice before these actions are undertaken. I hope that a satisfactory resolution of this matter may be realized without additional action.

Sincerely,

____ (Typed Name) ____
 President (Vice President) Ashborough Civic Association

**REMEDIES OF THE ASHBOROUGH CIVIC ASSOCIATION
For
VIOLATION EASILY REMEDIED**

The following Table, excerpted from Table VI.3 of the Covenants and Restrictions, Article VI, is provided below:

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 .
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.
60 Days from Specific Date for Correction for Violations Easily Remedied	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.



ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

Help Line 843-875-5841 // www.Ashborough.org

Date: _____
Subject: **Restriction Violation - Notice of Violation – “Hard to Remedy Violation”**
Reference: **Covenants and Restrictions – Article VI, Article VIII, and Article IX**

To: Name: _____
 Address: _____
 Summerville, SC 29485

INITIAL
NOTICE OF VIOLATION
“HARD TO REMEDY VIOLATION”

The specifics of the restriction violation are as follows:

(Provide in simple words a summary of the violation)	
Article IX, (specific paragraph)	(Provide the title of paragraph)

The specific information required per Article VI of the Covenants and Restrictions:

Date of Letter requesting voluntary resolution -	(Date of initial letter – if sent; or NA)
Date of Notice of Violation Letter -	(Date of this letter – see above)
Degree of Violation -	“Hard to Remedy Violation”
Specific Date for Correction or Response -	(Realistic Date for expected resolution)

It is a difficult and time-consuming task to manage the Ashborough Civic Association but it is done by civic-minded residents of Ashborough Subdivision with little compensation. As a resident you enjoy the benefits of the Association, both economic and aesthetic, however your failure to adhere to the published restrictions necessitates additional and unwarranted work by the volunteers who provide you the benefits. You are encouraged to review your obligations/duties provided in the Covenants and Restrictions, Article VI.

I am including the remedies that the Association may and is expected to take to ensure correction of the violation and actions/penalties intended if you fail to comply. I hope that a satisfactory resolution of this matter may be realized by your prompt response to the Board of Directors with the rationale for your restriction violation and proposed remedies.

Sincerely,

____ (Typed Name) ____
 President (Vice President) Ashborough Civic Association

REMEDIES OF THE ASHBOROUGH CIVIC ASSOCIATION
For
HARD TO REMEDY VIOLATION

The following Table, excerpted from Table VI.3 of the Covenants and Restrictions, Article VI, is provided below:

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: 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 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.
60 Days from Date of Final Payment in Board Letter imposing fine for Hard to Remedy Violations	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.



ASHBOROUGH CIVIC ASSOCIATION

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Date: _____
Subject: **Restriction Violation - Notice of Violation – “Hard to Remedy Violation”**
Reference: **Covenants and Restrictions – Article VI, Article VIII, and Article IX**

To: Name: _____
Address: _____
Summerville, SC 29485

FINAL
NOTICE OF VIOLATION
“HARD TO REMEDY VIOLATION”

The specifics of the restriction violation are as follows:

(Provide in simple words a summary of the violation)	
Article IX, (specific para.)	(Provide the title of paragraph)

As the above restriction violation was brought to your attention in my letter of _____, 200__ and you have failed to satisfactorily resolve the violation (or respond to the Initial Notice), the Board of Directors, meeting in formal session, has concluded that the restriction violation detailed above is a “Hard to Remedy Violation” and approved the following:

Fine for Violation:	\$ _____ . _____	Date of Final Payment:	_____, 200__
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This notice is your “**Final Notice of Violation**” regarding this matter. Upon your satisfactory payment of the imposed fine, the Board of Directors will meet and formally issue a “restriction waiver” in accordance with the Covenants and Restrictions, Article VI. You will receive a letter from me with this information. It should be retained.

I am including the remedies that the Association may and is expected to take to ensure collection of the fine and actions intended if you fail to comply. Under South Carolina law, there is no need to provide you additional notice before these actions are undertaken

Sincerely,

____ (Typed Name) _____
President (Vice President) Ashborough Civic Association

REMEDIES OF THE ASHBOROUGH CIVIC ASSOCIATION
For
HARD TO REMEDY VIOLATION

The following Table, excerpted from Table VI.3 of the Covenants and Restrictions, Article VI, is provided below:

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: 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 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.
60 Days from Date of Final Payment in Board Letter imposing fine for Hard to Remedy Violations	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.



ASHBOROUGH CIVIC ASSOCIATION

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CERTIFICATION

1. **Discussion.** Article X of Covenants/Restrictions requires the recording of certain key dates and voting statistics when completing a change to the “Covenants, Restrictions, and Bylaws.” The following form satisfies the requirements:

<u>Description</u>	<u>Date</u>
Notice provided to Members as to when the “change or revision” is to be considered and voted on (at least 30 days prior to date of meeting) -	
Meeting and Change Approval Date	
Effective Date of Change (no less than 30 days from Approval Date)	

Voting Statistics

<u>Description</u>	<u>Number</u>	<u>Description</u>	<u>Number</u>
Total number of votes of Members of the Association →		Total number of votes required to adopt the Change →	
Total number of votes cast in favor of the Change →		Total number of votes cast against the Change →	

2. **Attestation.**

a. I/We certify that this Certification properly and accurately promulgates the approved Change to the “Covenants, Restrictions, and Bylaws” of the Ashborough Civic Association, attests to the voting requirements reflected above, and conforms to the best of my/our knowledge to the requirements of same.

b. I/We certify that the Change has been made to currently effective “Covenants, Restrictions, and Bylaws” and the complete and updated document has been filed with the appropriate legal authority.

c. I/We certify that this Certificate has been filed in the official minutes of the Ashborough Civic Association.

President of the Association

Secretary of the Association

Signature

Date

Signature

Date

Printed Name

Printed Name

INTENTIONALLY BLANK



ASHBOROUGH CIVIC ASSOCIATION

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CHANGE PROCEDURES

FOR

“COVENANTS, RESTRICTIONS, AND BYLAWS”

1. **Purpose.** The purpose of this procedure is to insure that all changes to the Ashborough Civic Association “Covenants, Restrictions, and Bylaws” are completed in a formal manner and promulgated to all Members not only for their review prior to approval but also in a manner which insures their correct and proper entry in the effective document following approval.

2. **Discussion.** Past changes to the “Covenants, Restrictions, and Bylaws” have been “pen and ink” or “cut and paste” changes and as a result Members copies of this important document have not always remained current and correct. This change procedure emphasizes the need to make complete page replacements plus provision for an updated List of Effective Pages for verifying the document.

3. **Instructions.** The following Check-List is recommended for changes:

1. _____ **Formulate the change.** Formulate the change considering all sections of the document that may be affected by the proposed wording or re-wording. Ensure that all Directors of the Association are in agreement with the proposed change and so note in the cover letter (explained in subsequent step).
2. _____ **Change Process.** Prepare the change pages as illustrated below. The method used in illustrating the process of making changes is the one available in Microsoft© Office XP Professional – Tracking Changes. *(Note – the following illustrations use only a portion of an example page. The change proposed is for example only.)*

a. Select the page or pages affected by the change. *(Example – Page CR-13 of Covenants and Restrictions.)*

<p>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.</p>		
Ashborough Covenants/Restrictions	CR-13	Reissue-Original

b. Enter the changes on the appropriate pages and specific paragraphs. Note the changed wording and the original wording remain, however, the original wording has a line through it plus there is a vertical line in the right margin. After all changes are entered in the currently effective document, reproduce all pages with changes on them. Prepare a cover letter that explains not only the changes proposed but also the rationale for the changes; and lists as enclosures all reproduced pages. This cover letter and change pages are ready for review by the Members of the Association.

(Example – Page CR-13 with two proposed changes.)

<p>f. Yard and Building Signs. No more than two-three signs shall be displayed on one Lot at the same time and these signs shall not exceed two-three by three feet (2-3 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.</p>		
<p>Ashborough Covenants/Restrictions Original/Change One</p>	<p>CR-13</p>	<p>Reissue-</p>

3. _____ **Approval Process.** Provide the cover letter and proposed changes to the Members at least 30 days or more before the Meeting of the Association where the change will be considered. Consult the requirements of Article X, Changes to Covenants, Restrictions, and Bylaws to ensure compliance.
4. _____ **Format the Final Change Document.** After approval of the change by the Association at the annual or special meeting, the originator of the change then inserts or "accepts" the tracked changes indicated on each page as illustrated in Step 2.b. The result of inserting the changes is illustrated below:

(Example – Page CR-13 with the two proposed changes accepted by Association.)

<p>f. Yard and Building Signs. No more than three signs shall be displayed on one Lot at the same time and these signs shall not exceed three by three feet (3 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.</p>		
<p>Ashborough Covenants/Restrictions</p>	<p>CR-13</p>	<p>Change One</p>

5. _____ **Create the Change Transmittal.**
 - a. After all changes are entered (as illustrated in Step 4) then a page by page comparison of the Change One, Two, ..., etc., document must be made with the

currently effective document to determine which pages need to be reproduced and included in the Change Transmittal to all Members.

Note – Whenever word processing documents are changed, either additions or deletions, there is a good probability that information on subsequent pages will be changed due to the re-pagination process of the word processor. Thus a paragraph change on the first page of a section of the document may affect the wording on all subsequent pages even if the actual wording did not change – the page content is different than the currently effective document. Consequently, whenever a change is made, all pages that differ from the currently effective document must be included in the Change Transmittal and be marked as “Change” pages in the footer.

b. After all “change” pages are identified; the List of Effective Pages (LOEP) and History of Changes page requires revision to include all page changes. It is impossible to make a change to the “Covenants, Restrictions, and Bylaws” without including a revised and updated LOEP/History page. Additionally, this page contains two dates which are the “Approval Date” and “Effective Date” for the change which are key dates in the certification process.

c. The “Change Transmittal” letter forwarding the change to all Members provides instructions for making the change and includes the changed pages. It need not be any more specific than “Replace LOEP-1 – Reissue-Original” with “LOEP-1 – Change One”, etc. for all pages that require replacement. The last line of the Change Transmittal should include the following: “After entry of the change, it is recommended that the entire document be verified with the List of Effective Changes (LOEP) and History of Changes page entered by this Change Transmittal.

6. _____ **Certification of the Change.** The President and Secretary of the Association complete the “Certification” record, details in this appendix, concurrently with the creation of the Change Transmittal letter thus providing the key information for the change – Approval Date and Effective Date.

5. **Disposition of Original Document and Changes.** The administrative, Director involvement and financial costs of producing and distributing the “Covenants, Restrictions, and Bylaws” are significant and must be considered when any changes are considered. The Association has a requirement to provide an up-to-date copy of the “Covenants, Restrictions, and Bylaws” to new members and as a consequence maintains extra copies. The best method of retaining these extra copies is in an “unchanged” format. In other words, the Association maintains the “Reissue-Original” copy plus copies of each Change Transmittal. The new member of the Association or anyone else with a legitimate need for the “Covenants, Restrictions, and Bylaws” receives the original plus any changes which have been approved and that individual enters all the changes to produce the currently effective document. The advantage of this method is that the new member is forced to review the document and the Association need not spend the time and effort to keep up-to-date documents always available.



ASHBOROUGH CIVIC ASSOCIATION

P. O. Box 50043

Summerville, SC 29485-0043

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CERTIFICATION

1. **Discussion.** Article X of Covenants/Restrictions requires the recording of certain key dates and voting statistics when completing a change to the "Covenants, Restrictions, and Bylaws." The following form satisfies the requirements:

<u>Description</u>	<u>Date</u>
Notice provided to Members as to when the "change or revision" is to be considered and voted on (at least 30 days prior to date of meeting) -	12/17/2004
Meeting and Change Approval Date	12/14/2004
Effective Date of Change (no less than 30 days from Approval Date)	02/12/2005

Voting Statistics

<u>Description</u>	<u>Number</u>	<u>Description</u>	<u>Number</u>
Total number of votes of Members of the Association →	406	Total number of votes required to adopt the Change →	305
Total number of votes cast in favor of the Change →	317	Total number of votes cast against the Change →	89

2. Attestation.

a. I/We certify that this Certification properly and accurately promulgates the approved Change to the "Covenants, Restrictions, and Bylaws" of the Ashborough Civic Association, attests to the voting requirements reflected above, and conforms to the best of my/our knowledge to the requirements of same.

b. I/We certify that the Change has been made to currently effective "Covenants, Restrictions, and Bylaws" and the complete and updated document has been filed with the appropriate legal authority.

c. I/We certify that this Certificate has been filed in the official minutes of the Ashborough Civic Association.

President of the Association

Alan Saracina
Signature

2/3/05
Date

ALAN SARACINA

Printed Name

Secretary of the Association

Ellen P. Fiedler 2/4/05
Signature Date

Ellen P. Fiedler

Printed Name

Certification

I, Ellen P. Fiedler, do hereby certify that I am the duly elected and acting Secretary for the Ashborough Civic Association, a South Carolina corporation, and that the foregoing Covenants and Bylaws amendment constitutes an official amendment of the Association as duly adopted at a meeting of the Ashborough Civic Association, duly called and attended by members of the Association, held on December 14, 2004.

Certified this 4th day of February, 2005, by my signature.

SIGNED, Sealed and Delivered)

In the Presence of:

Leon King
Walter Alexander

Ashborough Civic Association

Ellen P. Fiedler

By: Ellen P. Fiedler, Secretary

**STATE OF SOUTH CAROLINA,)
COUNTY OF DORCHESTER.)**

Before me personally appeared Walter Alexander, who being duly sworn says, that he saw Ellen P. Fiedler, a natural person, entitled to act on behalf of the Ashborough Civic Association, Inc., sign the foregoing amendment to the Ashborough Covenants and Bylaws, and that he with Leon King witnessed the due execution thereof.

SWORN to before me this 4TH)
day of February, A.D., 2005.)

Walter Alexander

Walter Alexander

(SEAL)

John J. Beechey
Notary Public in and for S.C.

My commission expires: *12/15/07*

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires December 15, 2007

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this *20th* day of *Feb* 20*05*
at *11:05 AM* M and recorded
in book *4541* page *4*
MARGARET L. BAILEY
REGISTER OF DEEDS