

ASBURY PARK RULES AND REGULATIONS

OUR HOA MOTTO: "Coming together is the beginning. Staying together is progress. Working together is success"

Introduction

The Rules are intended to protect property values as well as to promote the privacy and enjoyment of all Asbury Park residents. You are responsible for the actions of your children, guests and service providers. They should be told about our rules and regulations and that they are subject to them. It is your responsibility to see that they comply with these rules. The Rules and Regulations, as contained herein, are issued by the Board of Directors has authorized by the governing documents of the Association. This is a supplement to Homeowners Association CC&Rs and Bylaws.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, tenants, residents and their guests. The Association falls under the jurisdiction of the City of Fairburn and all ordinances and codes apply. Each home shall be used for single family, residential purposes only. Conducting a business of any kind on the premises is forbidden unless such business meets the requirements contained in the Rules and bylaws and is approved by the HOA.

HOA MISSION

The purpose of your HOA Association is to operate and maintain the property and assets of Asbury Park for the mutual benefit of the owners. Your cooperation is essential in order to accomplish these purposes; common sense and consideration for your neighbors are the keys to its success. Each homeowner is a Member of Asbury Park Homeowners Association and owner participation is both necessary and encouraged.

Rental Requirements

1. All homeowners and tenants renting must fill out the HOA registration form along with leasing and renewal agreements for approval of the Board. The Board reserves the right to refuse or deny any rental applications and ALL renewal of lease applications "Subject to HOA written Approval" .

Each owner and tenant must provide HOA with the following info.

- (i) Name (s) of all tenants occupying the rental property.*
 - (ii) Home and work number (s) numbers of all occupants.*
 - (iii) Auto license number (s) of all tenant (s) vehicles, make/model and color of all vehicles.*
2. All leases must be in writing and shall be subject to all provisions of the Association' s

governing documents. The HOA reserves the right to deny rental applications, renewal rental applications at any given time.

1. *No tenant may sublease his/ her rental Property.*
2. *A copy of the signed lease agreement will be provided to HOA within (30) days of the tenant moving into the Property along with proof that the lesser/renter have received a copy of the HOA Rules and Regulations and Bylaws.*
3. *The owner is responsible for the conduct of their tenants, lessees, guests or invites, who shall be obligated to observe and follow the Rules and Regulations of the HOA.*
1. Tenants/Lessees applications may be terminated after 3 or more violations of the Rules and Regulations or Bylaws at any given time. The Board also reserves the right to terminate rental/renewal applications based on any ONE violations, this will be based solely on the discretion of the HOA Board.
2. Owners shall advise HOA of any Tenant Changes and provide updated tenant contact information within (10) days to the HOA for approval.
3. Owner or Owner's agent will provide to the Association in writing: **(a) Owner's correct mailing residential address and home phone number (post office box addresses will not be accepted).**
4. Owner's agent will provide copies of the Covenants, and all Policies and Rules & Regulations to tenant(s).
5. Owners will be held Responsible for violations or non-compliance by their tenants, tenants' family members, and tenants' guests.

All Owners who rent or who are considering renting their home, and all tenants and occupants of any home, whether paying rent or not, are subject to the Rules and Regulations and Bylaws of the Asbury Park HOA.

Existing leases

1. All Owners with existing leases/tenants at the time this Rule(s) is adopted must Comply with all sections of this Rules and Regulations. Within fifteen (15) days from the date this Rules and Regulations document is mailed to Owners, such Owners must provide the association in writing with **(a) confirmation of compliance with section Rental Requirements, and (b) the information required pursuant to section Rental Requirements.**
2. All Owners with an existing unexpired written term lease agreement in place must comply with the provisions of this Rule at the time of any renewal or extension of such existing lease, or when they lease to another tenant.

Owners/Landlords/Agents must ensure:

(a) Tenant acknowledges being aware of the Association's governing documents; Rules and Regulations and HOA bylaws.

(b) Tenant understands and acknowledges that tenant is fully subject to the Association's governing documents and must comply with them in all respects;

(c) If tenant fails to comply with any provisions of the governing documents it will be considered a material breach or default of the lease agreement, and could be reason for eviction.

(d) In the course of leasing a home to a tenant, Owner or Owner's agent will inform tenant that these Rules and Regulations provisions are contained in the lease agreement.

The Board has discussed the special issues posed by tenants/non-owners residing in the community, regarding their knowledge of and compliance with the Covenants/Bylaws, and the provisions of other governing documents including Rules & Regulations.

Experience and investigation has led to the conclusion that many owners, and realtors as property managers, may not be providing copies of the Association's governing documents to prospective and actual tenants or even informing them they exist.

This causes confusion and inadvertent non-compliance by tenants, and problems for the Association that might be easily avoided.

Furthermore, some owners do not inform the Association they are renting out their house(s), or do not provide the Association any information about their tenants, so the Association experiences difficulty in communicating with owner and/or the tenant about Association questions or issues.

In the interest of ensuring the Association has adequate information with which to communicate with owners and their tenants about Association issues, and to enhance the Association's ability to communicate regarding occupants'/tenants compliance with the provisions of governing documents.

Lawn Maintenance

Landscaping and yard maintenance are important for a well maintained residential community. Proper

and periodic maintenance of yards is important to the quality and character of the community and helps maintain property values.

1. ALL residents must keep your grass cut and well-manicured free of dead limbs and yard waste removed from public view. All debris must be removed from driveways and walkways. All bicycles, scooters, skateboards, toys shall be taken in at night and not left on the front lawn, rear, driveways, sidewalks or common areas.
2. All garden hoses, yard tools and lawn maintenance materials must be hidden from view after each usage.

Garbage

1. Garbage and recycle bins are to be placed on curbside the evening before pick up not earlier.
2. Garbage cans are to be Retrieved promptly and Stored out of sight in the resident/tenant's garage or behind the resident/tenant's property only.
3. NO trash or debris is to be left in any area that is visible to others such as sidewalks, driveways, front patios, common area, etc.
4. Large discarded items such as old furniture, etc must be removed from premises and disposed of at the homeowner/tenant's expense.
5. Garbage/debris cans must have lids tightly attached and secured against scattering.
6. NO lot shall be used as dumping ground for trash of any kind.

Home & Exterior Maintenance

All exterior areas must be consistently maintained in good condition and repair. Such maintenance and repairs must include without limitation: The Association reserves the right to mandate that homeowners maintain the exterior of their home in such a manner as to be acceptable to the Association. Any repainting or repairs of any exterior surface of the house must be approved by the Board of Directors in advance and must match original colors.

1. **Screen doors** installed at the front door must be approved through the HOA; Security doors are NOT permitted.
2. **All fences** must be approved by the HOA, contact the Board for guidelines and fence applications for subdivision.
3. Both homeowners and tenants must power wash their homes to maintain their attractiveness before the harsh winters. There will be a 10 day grace period before violators are fined.
4. **All Portable basketball hoops** must be stored out of sight at all times. Portable basketball hoops are prohibited in driveways, sidewalks or street area. (This is a safety hazard) Portable basketball hoops must be stored in used in rear of the house/lot.
5. **No grill** may be used in the front lawn of houses or on common areas, only in back yard. All grills must be stored in garage and backyard and out of public view at all times.
6. **WINDOW COVERINGS** must be of good quality, including professionally made drapes, shutters or blinds.

bed sheets, newspaper, foil, or cardboard or painting of the windows are not permitted. This will keep our community appealing to potential home buyers. *(If you have any questions, consult HOA to ensure your window covering are the standards the HOA allows. This rule is governed by our covenants and bylaws and will be enforced).*

Garages

1. The garages shall be used for parking automobiles only and shall **NOT** be converted for living or recreational activities or business purposes.
2. Doors to garages shall be kept CLOSED at all times except during the removal or entry of vehicles there from or there too.
3. ALL garage sales are subject to approval of the HOA, the resident must inform HOA in writing information of garage sale.

Parking

1. Any vehicle parked in any FIRE LANE will be immediately towed and the homeowner fined.
2. DO NOT block the streets and lanes in a way that would obstruct the access of Fire Department and emergency vehicles. You will be fined, and your car towed immediately without further warning.
3. NO parking on sidewalks, front yards, vehicles parked in a driveway must be fully parked in driveway and not blocking sidewalk. There should be no more than 2 to 3 vehicles parked in your driveway.
4. No vehicle shall be parked in a manner which blocks a driveway approach or mailbox to any lot or home.
5. Owners and tenants/lessees are responsible for their guest and tenants vehicles.
6. Vehicles may not be parked in community or be otherwise used on property within the community that are loud or the sound of which causes and unreasonable source of annoyance to residents. **Example: Loud motorcycles or cars with loud mufflers.**
7. No parking or storage of boats, boat trailers, campers, commercial vehicles, or recreational vehicles are allowed upon any lands including driveways in the Asbury Park Community.
8. Vehicles must NOT be parked on the street overnight. Any resident or non-resident owned vehicle parked for 72 hours in the street will be subject to towing without further notice.
9. Only vehicles bearing Current license tags which are operable without assistance shall be permitted to be parked or stored on any lands, streets and including driveways in the Asbury Park Community. The HOA will fine you and your vehicle will be towed immediately without further notice or warning, and at the owner's expense.

Vehicles

1. The maximum speed for any vehicle on the property is **15 MILES PER HOUR**. All motor vehicles, including motorcycles are to adhere to the speed limit. All motor vehicles must observe STOP signs. The safety of our children and residents is of great concern.

2. Any Oil/fluid leaks spills from any vehicle will be the responsibility of the homeowner. A leak or spill from a tenant, guest or contractor of the homeowner or resulting from a delivery to the homeowner will be the responsibility of the Homeowner. **Cleanup or repair cost will be billed to the homeowner if not satisfactorily remedied within 30 days**
3. Vehicle repairs/Automotive work of any kind is **prohibited** outside of any garage, except in emergency situations such as change of tire, etc.
4. Changing vehicle oil or any automotive fluid is prohibited on any driveway or street within Asbury Park.
5. Do NOT dump oil, grease or any substance in the common arrears or drains of the common area. **Please inform the HOA immediately if you notice any such person who or evidence there of violates this rule.**

Street/Safety

1. NO Bicycles, skateboards, scooters big wheels of any type, toys are prohibited from being left on the streets. The sidewalks only are permissible for these types of recreational toys.
2. Anyone outside under the age of 10 must have adult supervision at all times while at play. One of Asbury Park goals is for all minor child (ren) to have a safe and secure neighborhood but we need the help and supervision of parents and all residents to accomplish this goal.

Vandalism

1. A resident vandalizing Asbury Park property will be subject to a hearing and a \$100.00 fine in addition to being assessed for the cost to repair the damage.
2. If the vandal is a non-resident but is a guest of a resident, the resident will be held responsible.
3. If the vandal is a non-resident and does not have permission to be in Asbury Park Subdivision the vandalism will be considered a criminal offense and the vandal will be reported to the Fairburn Police Department for trespassing and possible other criminal acts.
4. Fines will be levied against the owner of record and not against a tenant, if the house is occupied by other than the owner.
5. Parents are responsible for any damage caused or incurred by their children and/or guests.

Noise Control

Please be considerate of those living close to you and keep noise volume as low as possible. Nothing shall be done that interferes with the quiet enjoyment of other occupants. It is the responsibility of parents to see that their children do not unnecessarily disturb other residents.

1. Asbury Park is a Residential community. You are prohibited from Operating a Business inside the home,

garage, driveway that will increase visitors, traffic in our subdivision. This section is up to the discretion of the HOA and Board. **Please contact the Board to make sure that you are within the guidelines of this rule.**

2. Radios, televisions, musical instruments, party activities, and other noise sources (including barking dogs) must be restricted at all times to a level that does not disturb other residents.
3. NO loud abusive or excessive noise or conduct will be permitted from any Owner and or Tenant/Lessee, his/her invitees and or guest (s).
4. Owners/tenants may conduct business activities inside your home only if no one outside can tell there is a business operating inside the home, whether by sight, sound, smell or visitors. **This is subject to the Board discretion.**

Pets

1. All pets must be on a leash at ALL times and shall not be permitted to run free at any time.
2. Any litter deposited by pets anywhere, including lawns, sidewalks, paths, street or other project common areas, must be removed immediately by the owner of the animal involved. Dogs are not permitted to urinate on plants and shrubs or grass.
3. Violators are responsible for any damage to property including sod, plant, or bush replacement costs as well as any fines.
4. Residents are responsible and liable for any personal injury or property damage caused by their pets. **If the pet owner is a tenant, the owner of the unit is liable.** Aggressive animals that threaten the safety of residents, guests, employees of the HOA, or any other person are not permitted inside Asbury Park Subdivision and must be removed from the property immediately.
5. **Legal action** may be taken against owners of pets that make excessive noise or engage in aggressive behavior. Aggressive behavior is behavior that threatens the safety of residents, guests, employees of the HOA, or any other person.

Neighborhood Watch

There is a Curfew for those 17 and under it is as follows: Sunday through Thursday ⁹9:00 pm until 6: am and Friday and Saturday from ¹⁰10:00 pm until 6:00 am. **THIS WILL BE STRICTLY ENFORCED BY HOA.** There will be patrols at night by the board and the Fairburn Police Department. Violators will be fined. **Please report any suspicious activity and or persons to the Fairburn Police Department and the HOA .**

Fine Procedures

*The Association can levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the owners and tenants, for violations of the governing documents of the Association. **Ignorance of ANY Rules and Regulations or bylaws is not an excuse and homeowners/tenants will be subject to fines and possible eviction of tenants/lessees.***

Investigation/Notice of Violation

When a possible violation to the Association's governing documents (including Rules) is reported to or otherwise becomes known to the Association, it will be investigated by the Board or its designated representative(s), and a determination made as to whether a violation has actually occurred.

Notice of Violation

If a violation is found, written notice of the violation will be sent or delivered to the offending homeowner and tenant giving him/her a reasonable deadline date for compliance if applicable. If such Notice warns that fines will be imposed if compliance does not occur by a certain date, the Notice will also inform the owner of the right to request a hearing concerning the imposition of fines.

Legal Action.

If the owner/tenant is sent a notice of a violation does not timely comply and correct the violation, the Association may assess or levy fines against him/her and the lot according to the Fine Schedule as set forth below. Additional fines may continue to be assessed while the legal action is in process, if the homeowner continues to violate the requirements, or disregards the rules & regulations in our community. The Board will then proceed with the appropriate legal actions (i.e.) possible liens and or lawsuits against the homeowner.

1st Offense = Warning to the owner and occupant (For some violations there will be NO warning)

2nd offense = \$35.00

3rd offense = \$75.00

4th offense and each subsequent offense = \$175.00 per offense

All Rules and Regulations are not subjected to a warning in that case a fine will be imposed to the proper Homeowner and tenant. The Board reserves the right to amend the Rules and Regulations, fines, at any given time.

Request for Hearing/Opportunity to be heard

Any homeowner found by the Board to be in violation of governing documents provisions or requirements may request a hearing to offer a defense to, or to explain extenuating circumstances regarding, their position of fines.

1. The homeowner must complete a written Request for a Hearing within 5 days. This shall be mailed or delivered to the Association at P.O. Box 1447 Fairburn, Georgia 30213. The appeal request must contain the following:

- a) Homeowner's name and address;
- b) Homeowner's reasons, basis and defense for the hearing;
- c) A copy of all supporting documentation; The name of any attending witnesses or other collaborating guests;

- d) The homeowner's signature and date of the Request for Hearing.

Hearing Procedure

The homeowner will be sent confirmation of the receipt of the Request for Hearing by the Board.

The Board will appoint and assemble a minimum of three (3) (or more at the Board's discretion) members of the Homeowner's Association and/or the Association's Board of Directors, or appoint and name a representative designated by the Board to act as a Review Board (the "Review Board") within 30 calendar days following receipt of a written Request for Hearing complying with the information requirements set forth above.

Thank You,

Asbury Park Board of Directors & Officers