

THE ESTATE
RULES AND REGULATIONS
Effective as of September 2018

In addition to the other provisions of the By-laws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units and the conduct of all residents thereof.

The terms Association, Common Area, Restricted Common Area, Properties and Unit shall have the meanings set forth in Article II of the By-laws and in Section 1, Article I of the Declaration.

1. The sidewalk, entrances, driveways and streets must not be obstructed or encumbered or used for any purpose other than for ingress and egress.

2. No sign, advertisement, notice or other lettering, including political endorsements or signs, shall be exhibited, inscribed, painted, or affixed by any Owner on any part of the exterior or windows of a Unit without the prior consent of the Board of Directors. Security signs may be placed on the Common Area adjacent to a Unit.

“For Sale” signs and the signs of any real estate broker or contractor are not allowed. “Open House” signs are allowed during the hours of the Open House only.

Moving Sales will be allowed for one day only, with prior approval of a Variance Request submitted to the Board of Directors. Moving Sales will not be allowed the day mowing is done. Signs will only be allowed during the hours of the sale. No merchandise will be allowed in the driveway. The homeowner is responsible for indicating that parking will only be allowed on one side of the street to ensure that emergency vehicles can access the area if needed. Any damage to the property will be paid for by the homeowner.

3. No awnings, umbrellas, ornamental objects, or other projections shall be attached to the exterior of a Unit without the prior consent of the Board of Directors. (Approved awning specifications are available upon request.)

4. Holiday decorations are permitted, except in Common Areas. Decorations may be displayed from December 1 through January 15. Any decorations deemed inappropriate or unsuitable by the Board of Directors must be removed immediately following notification of the owner.

5. No baby carriages, carts, tricycles, bicycles, motorcycles, motor bikes, all-terrain vehicles, or any other vehicle or cart shall be allowed to stand on the sidewalks, entrances, driveways or other Common Areas.

6. No Owner shall allow anything to fall from the windows or doors of a Unit, nor sweep or throw from a Unit any refuse or other materials into any Common Area.

7. No refuse containers, equipment, supplies of any kind, including firewood or other articles, shall be placed, stored or accumulated on the Common Area; nor shall anything be hung from the exterior of any windows, or placed on the exterior window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken from any windows or doors, or hung there from.

8. No Owner shall make or permit any disturbing noises in the Unit, nor do anything, or permit anything that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play or operate, or permit to be played or operated, any musical instrument, tape recorder, phonograph, hi fi set, stereo, radio or other type of sound system in the Unit between the hours of 11 p.m. and 8 a.m. the following morning, if the same shall disturb or annoy any other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give or permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy any other Owners.

9. Owners shall not use or permit the use of a Unit in any manner which would be disturbing or annoying to any other Owners, or in such a way as to be injurious to the value and desirability of the Properties.

10. Hot Tubs are not allowed on decks, patios or any Association Common Area. Installation of hot tubs would infringe upon the architectural integrity of the Association and could disturb the quiet enjoyment of other residents.

11. No installation of any type of antenna or satellite dish on the roof, exterior or Restricted Common Area of any Unit shall be made without the prior consent of the Board of Directors. (Satellite dish guidelines are available upon request.) Any antenna or satellite dish erected without the consent of the Board of Directors is subject to removal without notice at the expense of the Owner.

12. No more than two household pets may be kept in any Unit. No other animals or birds shall be kept or maintained by an Owner.

13. No Owner shall allow any pet to run free on the Common Area. Pets on the Common Area shall be on leash and accompanied by an adult. The Owner shall be responsible for picking up after pets.

14. No refuse, trash or cuttings shall be placed, stored or accumulated in any area other than that designated for such purpose by the Board of Directors. Refuse and trash shall be placed along side of the street for collection no earlier than the evening before the scheduled collection. Debris resulting from work contracted or performed by the Owner shall be removed by the Owner or the contractor within a reasonable period of time and shall not be allowed to accumulate. Use of a dumpster requires the prior consent of the Board of Directors.

15. No homeowner owned automobiles and no trucks, boats, trailers, recreational vehicles, vans, all-terrain vehicles, snowmobiles, motorcycles, or bicycles, shall be parked on the premises except in the Unit garage.

16. Automobiles of short term visitors or personal service providers to a particular Unit shall be parked in the Unit driveway or garage. Visitors of over 72 hours shall use the unit owner's garage or nearest visitor parking area. Homeowners with overnight guests staying more than 7 days need Board approval to park in the visitor parking area. No other automobiles, trucks or other vehicles shall be parked in the driveways, streets or designated parking areas, except for construction vehicles or when a vehicle is making deliveries or receiving goods and materials.

17. All Units shall be used for single family residences only.

18. Garage doors shall be kept closed unless entry or exit is being made to or from the garage.

19. A speed limit of 20 MPH on the streets shall be strictly observed, and all vehicles will be operated in a safe manner, observant of other persons and property, and without undue noise.

20. No change of the landscaping in the Common Areas, including replacements of existing plants and/or planting beds and/or outdoor lighting, is permitted without the prior consent of the Board of Directors by approval of a Variance Request. Upon submission and approval of a Variance Request, low intensity illumination may be installed, and must be restricted to the front area of the home. It is the Board's preference that lighting be restricted to low level illumination.

21. Except in the individual patio, atrium, deck, or porch areas adjacent to a Unit and designated as a Restricted Common Area, no permanent planting or gardening shall be done, and such planting as is done within the Restricted Common Area shall be kept trimmed so as not to encroach on a neighboring Unit.

22. Only electric, propane or charcoal fires, for outdoor cooking, and contained in appropriately maintained grills are permitted. Grills must be kept a safe distance away from structures and vegetation when in use. Grilling or cooking in garages is not permitted. Recreational fires, such as fire pits, are not permitted.

23. Each Owner is obliged to provide any purchaser, or prospective purchaser, of the Owner's Unit with a copy of the By-laws and the Rules and Regulations in effect at the time, together with copies of any consents of the Board of Directors to any variances applicable to the Unit.

24. If non-compliance of any Rules and Regulations continues after two warning letters have been sent to the Owner, a \$200 fine per month of continued non-compliance will be assessed by the Board of Directors with the third, and any subsequent, non-compliance letters. Unpaid fines will result in a monthly late fee of \$50 for each month of non-payment. Continued accumulation of fines and late fees will result in a lien placed against the property.

25. If a homeowner misses two (2) Special Assessment payments a late fee of \$25.00 will be charged per month until your account, including any late fee charges, is paid in full.

26. When homeowners plan to be out of town for three (3) weeks or more, you should plan to have someone periodically check the interior of your home. Kindly inform Crofton Perdue with the name of who will be watching your home, with contact information.