

ENCLAVE at INVERRARY

Rules and Regulations

ASSESSMENT FOR COMMON EXPENSES: Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except for any ASSESSMENTS owed by DECLARANT, and except as provided in the DECLARATION.

Prior to the beginning of each fiscal year the BOARD shall adopt a budget for such fiscal year which shall estimate all of the **COMMON AREA EXPENSES** (WATER, GAS, ELECTRICITY, TELEPHONE, CABLE SERVICE, SANITATION, SEWER, LANDSCAPING, INSURANCE POOL, SPRINKLERS, ETC.) to be incurred by the ASSOCIATION during the fiscal year and may, but need not, include a reserve fund for the periodic repair and replacement of improvements to the COMMON AREAS and those other portions of the PROPERTY which the ASSOCIATION is obligated to maintain. The BOARD shall then establish the annual and regular ASSESSMENT for each LOT, which shall be payable either monthly or quarterly (at the discretion of the BOARD), in advance, and shall notify each OWNER in writing of the amount and due dates of the ASSESSMENT. The BOARD may modify the budget in accordance with the provisions of this DECLARATION, the ARTICLES, or the BYLAWS, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS. In the event any ASSESSMENTS are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (I) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (II) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS be due.

AIR CONDITIONING UNITS: Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.

ARCHITECTURAL CONTROL for EXTERIOR CHANGES:

No OWNER shall make, install, place, or remove any buildmg, fence, wall, patio area, spa, swimming pool, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER'S LOT, or the exterior of the OWNER'S UNIT, unless the OWNER first obtains the written approval of the ASSOCIATION to same, except that such approval shall not be required for any maintenance or repair which is such OWNER'S responsibility which does not result in a material change in any improvement or a change in the color of same.

ASSOCIATION'S CONSENT: Any request by an OWNER for approval by the

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ASSOCIATION to any addition, alteration, Improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval may be withheld by the ASSOCIATION in its sole and absolute discretion provided it shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable use and enjoyment of any LOT or UNIT. Notwithstanding the foregoing the ASSOCIATION may withhold approval for upgraded landscaping to be installed by an OWNER within the rear yard of his LOT solely due to maintenance and related considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION, provided that in the event the ASSOCIATION fails to approve any request within such 30-day period, the consent shall be deemed disapproved and the ASSOCIATION shall give written notice of such disapproval, but failure to do so shall not constitute approval by the ASSOCIATION. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement or change in strict conformance with the plans and specifications, approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION'S approval.

A) REMEDY for VIOLATION: In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to demand that an OWNER stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ASSOCIATION, and the ASSOCIATION may pursue injunctive relief or any other legal or equitable remedy available to the ASSOCIATION in order to accomplish such purposes. Any action to enforce this Section must be commenced within two (2) years after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION.

B) NO LIABILITY: The ASSOCIATION shall not be liable to any OWNER in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

BOATS: No boats may be kept or stored outside an enclosed garage without the prior written consent of the ASSOCIATION.

CLOTHESLINE and OUTSIDE CLOTHES DRYING: No clothesline or clothes pole shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing, and provided that all areas approved for clothes-drying shall be screened from view from adjoining LOTS, streets, roadways, COMMON AREAS and other adjoining property and shall otherwise comply with all applicable State and local laws, ordinances, rules and regulations.

ENCLOSURES: All screened-in or otherwise enclosed porches, patios or other enclosed structures shall not extend to a height which is above the height as originally constructed by DECLARANT unless the ASSOCIATION agrees to the contrary in writing.

GARAGES: Garages shall at all times be maintained so they accommodate passenger automobiles and shall otherwise be maintained to comply with the parking requirements of the controlling governmental authority with jurisdiction over the PROPERTY. No

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garage shall be remodeled or permanently enclosed, and no portion of a garage shall be converted into or used for a living space. All garage doors shall remain closed when not in use.

Outside Storage of Personal Property: The personal property of any resident of the PROPERTY shall be kept inside the resident's UNIT, except for tasteful patio furniture and other personal property commonly kept outside.

Portable Buildings: No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed, or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION except those erected, constructed or located by DECLARANT.

GARBAGE AND TRASH: Unless such services are otherwise provided by the controlling governmental authority with jurisdiction over the PROPERTY, the ASSOCIATION shall engage the services of a private scavenger service to collect all trash, garbage, and rubbish from each OWNER weekly, or more frequently as the BOARD may determine, the cost of which shall be paid for by the ASSOCIATION as a COMMON EXPENSE. This provision for private scavenger service may not be amended or modified without the prior approval of the controlling governmental authority with jurisdiction over the PROPERTY and no OWNER shall have or attempt to have the controlling governmental authority with jurisdiction over the PROPERTY collect trash, garbage or rubbish from his Lot. Garbage, trash, refuse or rubbish that is required to be replaced at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 7:00 p.m. on the day before the scheduled day of collection, and any trash facilities **must be removed on the collection day.** All garbage, trash, refuse or rubbish must be placed in plastic animal-proof containers, or as otherwise may be required by local ordinance. No paper bags or other containers shall be used. **All containers or garbage shall be stored in garages.**

No noxious or offensive odors shall be permitted. No dumpsters shall be placed upon any portion of the PROPERTY for garbage, trash, refuse or rubbish or for any other purpose without the prior written approval of the BOARD, except DECLARANT, without BOARD approval, may store and use dumpsters for any purpose in conjunction with its construction or repair of improvements on the PROPERTY.

GUEST PARKING: There shall be no overnight street parking of vehicles of any nature. The vehicle parking spaces within the COMMON AREAS are exclusively for guests of OWNER'S and may be used by guests only to park passenger automobiles and other motor vehicles less than 5-1/2 feet in height which otherwise comply with the provisions of Paragraph hereof. Any vehicles violating these provisions may at the discretion of the BOARD, be removed from the PROPERTY and the person who owns said vehicle shall be charged with the cost of such removal. In addition, any OWNER shall be charged and assessed for the removal cost of any vehicle owned by such OWNER or by any tenant, occupant, guest or invitee of such OWNER. Such OWNER is also subject to a fine being levied and assessed against such OWNER by the BOARD. Under no circumstances shall stickers be affixed to the windshield, windows or any other portion of any vehicle that may be violating these provisions.

LANDSCAPING: If pursuant to an OWNER of a LOT is required to maintain landscaping within the rear of such OWNER'S LOT, such OWNER shall do so in a neat, trim and tasteful condition and appearance, in accordance with the landscaping plans approved by the ASSOCIATION, and, as reasonably required, mowing, watering, trimming, fertilizing and weed, insect and disease control shall be performed by the OWNER. No landscaped areas shall be paved or covered with gravel or any artificial surface without the prior written consent of the ASSOCIATION. All dead or diseased sod, plants, shrubs, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any LOT other than within a UNIT. Notwithstanding the foregoing, no OWNER shall install, remove, or replace any landscaping within the rear yard of such OWNER'S LOT as provided in or this DECLARATION, without the prior written consent of the ASSOCIATION obtained in accordance with of the DECLARATION. Any landscaping which the ASSOCIATION shall permit an OWNER to install within the rear yard of such OWNER'S LOT, shall be the sole maintenance responsibility of

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the OWNER and the OWNER shall indemnify, save and hold harmless the ASSOCIATION, or any agent, servant, employee or contractor of the ASSOCIATION, for any damage to such OWNER-installed landscaping occasioned by any acts or omissions relative to the performance of the ASSOCIATION'S Landscaping maintenance and irrigation responsibilities.

LEASING of UNITS: Except for UNITS owned by DECLARANT, no UNIT may be leased or rented without the prior approval of the BOARD, which approval shall not be unreasonably withheld, if any OWNER wishes to lease his UNIT, he shall first submit to the BOARD the proposed lease, which shall be in writing, and such other information as the BOARD may request in connection with the proposed lease. Approval or disapproval shall be given to the OWNER by the BOARD in writing within thirty (30) days from receipt of the lease and all requested information, provided that unless such written approval is sent within said 30-day period the lease shall be deemed to have been disapproved. The approval of a lease shall in no event release the OWNER from obligations under this DECLARATION, and no lease that is approved may be modified, extended, or assigned, nor may the UNIT be sublet to any other party, without the BOARD'S prior written approval, which approval shall not be unreasonably withheld; provided that the approval of any sublease shall be subject to the same provisions set forth above governing the BOARD'S approval of leases. The BOARD shall have the right to require that a substantially uniform form of lease be used. All leases shall be subject in all respects to the provisions of this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION in effect from time to time, and any failure by that tenant to comply with the foregoing shall be deemed to be a default under the and shall also be deemed to be a default by the OWNER of the leased UNIT. The breach of any of the terms or this DECLARATION the ARTICLES or the BY-LAWS by the OWNER or his tenant shall, at the option of the ASSOCIATION, terminate said lease, and such breach shall also be deemed to be a breach by the OWNER OF that UNIT, and each OWNER shall be liable to the ASSOCIATION for any breach by such tenant or other occupants of such leased UNIT. The provisions of this paragraph shall not apply to UNITS owned and leased by DECLARANT.

MAINTENANCE: Each OWNER shall maintain his UNIT and all improvements upon such OWNER'S LOT first class condition and repair and in a neat and alternative manner at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION. All service walks, driveways and parking areas within the OWNER'S LOT or exclusively serving the OWNER'S UNIT shall be maintained by such OWNER and shall be kept clean and free of debris, and cracked, damaged and/or eroded areas on same shall be repaired, replaced and/or resurfaced by the OWNER as is necessary. Said areas shall be repaired and replaced in accordance with plans presented to and approved by the ASSOCIATION. and in the event of any resurfacing or replacement the original color shall be maintained, Each OWNER shall maintain the lighting on such OWNER'S UNIT, such OWNER'S address tiles, the mailbox serving such OWNER'S LOT provided it serves such OWNER'S LOT exclusively and any patio areas, screenings and permitted awnings on such OWNER'S LOT.

NUISANCES: No nuisances shall be permitted within the PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the PROPERTY or which shall interfere with the peaceful possession and proper use of the PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

OUTSIDE ANTENNAS and SIGNS: Satellite dishes are permitted must be mounted on rear of unit facing south. No signs shall be placed upon any LOT or within or upon any UNIT which are visible from the exterior of such UNIT, including but not limited to "for sale" and "for rent" signs.

PETS: No livestock, horses, poultry or other animals of any kind shall be raised, bred

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or kept within the PROPERTY except that common household domestic pets may be kept within a UNIT or a fenced-in or otherwise enclosed area of a LOT subject to such reasonable rules and regulations as may be adopted by the BOARD, provided they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) dogs or cats (either two (2) dogs or two (2) cats or a combination of one (1) of each) shall be kept by an OWNER within a UNIT or an enclosed area of a LOT; and provided further that any pet causing or creating a nuisance or unreasonable disturbance or which prevents, interferes with or impedes the ASSOCIATION'S access to the rear yard for the purpose of discharging its rights and obligations under this DECLARATION shall, upon three (3) days written notice from the BOARD, be permanently removed from the PROPERTY. All pets must be carried or kept on a leash when outside of a UNIT or an enclosed area of a LOT and no pet shall be allowed outside of a UNIT unless someone is present in the UNIT OWNERS shall pick up and remove any solid animal waste deposited by his pet or any pet that is kept within the UNIT 111 which such OWNER resides, except for designated pet-walk areas, if any. The BOARD may require any pet to be immediately and permanently removed from the PROPERTY due to a violation of this paragraph, notwithstanding anything herein to the contrary, under no circumstances may any dog, cat or other pet that weights in excess of fifty (50) pounds, nor any pit bull, reside in or be kept within any portion of the PROPERTY.

SURFACE WATER MANAGEMENT: No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling of any portion of the PROPERTY; provided, however, that the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements Upon the PROPERTY by DECLARANT in accordance with permits issued by controlling governmental authorities. Any on-site lakes are designed as water management areas and not as aesthetic features. Due to low ground water elevations within the immediate areas, lakes located on or adjoining the PROPERTY may be extremely shallow at various times during the year. Neither DECLARANT nor the ASSOCIATION shall have any responsibility or liability for low lake levels.

TANKS and AIR-CONDITIONERS: All air conditioning units, oil tanks and bottled gas tanks shall either be kept underground or placed in fenced or enclosed areas of the rear yard of the LOT, or in landscaped areas as approved by the ASSOCIATION, so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent LOT.

RULES and REGULATIONS: The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the PROPERTY, and rules and regulations relating to the recreational facilities within the PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request.

VEHICLES: Only passenger automobiles and other motor vehicles less than 5-112 feet in height may be parked within the COMMON AREAS overnight without the prior written consent of the ASSOCIATION. In particular and without limitation, no vehicle shall be parked outside of a UNIT overnight without the prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if Commercial equipment is placed upon or within the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or other than a private passenger automobile or other permitted motor vehicle as described above. No repair work of vehicles shall be conducted on the PROPERTY except within the

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garages, the foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the P R O P E R T Y . All vehicles parked within the PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the PROPERTY. Motorcycles are not permitted within the PROPERTY and in no event shall be parked on the PROPERTY, whether not in an enclosed garage. All permitted vehicles must be equipped with appropriate noise-muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the PROPERTY.

WAIVER: The ASSOCIATION shall have the right to waive the application or one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION or any other PERSON having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS nor shall any such actions be deemed a waiver of any or the restrictions contained herein as same may be applied. Notwithstanding the foregoing, so long as DECLARANT owns any LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION, such consent shall be obtained from DECLARANT, and not from the ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

EXCEPTIONS: The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the PROPERTY while owned by DECLARANT, or to any undeveloped portion of the PROPERTY, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the PROPERTY or the construction of any UNITS and other improvements thereon, or any activity associated with the sale of any UNITS by DECLARANT. Specifically, and without limitation, DECLARANT shall have the right to: (i) construct any buildings or improvements within the PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any portion of the PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the PROPERTY for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the PROPERTY; (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the PROPERTY, signs and other materials used in developing, constructing, selling or promoting any portion of the PROPERTY; (vi) excavate fill from any lakes within and/or contiguous to the PROPERTY by dredge or dragline, store fill on the PROPERTY, and sell excess fill from the PROPERTY; and (vii) grow plants and trees upon the PROPERTY for later use and sell excess plants.

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