

EAGLEPOINTE TOWNHOME OWNERS ASSOCIATION, INC.

RULES & REGULATIONS

(Apply to All Occupants and Owners)

(Dated October 4, 2005)

1. Condominium Association Management. The Board of Directors (the "Board") of the Eaglepointe Townhome Owners Association, Inc. (the Association) has contracted with a management firm to handle the day-to-day enforcement of the Rules and Regulations, Declaration, and Bylaws. The managing agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the complex.

2. Leasing of Condominium Units. An owner who leases a unit shall provide a copy of the lease, fully executed, to the Managing Agent. The owner and/or occupant must take extreme care in moving into and out of the complex. Any damage to the common areas of the complex caused by an owner, resident, their agents or visitors will be repaired by the Association at the expense of the owner or occupant. All leases shall provide that the Association may, on behalf of the owner, evict any tenant or occupant who is violating the Declaration or these Rules and Regulations. An owner who leases a unit shall be responsible for advising his tenants of the Declaration and these Rules and Regulations and shall be responsible for any violations or damages caused by the tenants.

3. Architectural Control. No buildings, fence, wall, or other structure shall be constructed or maintained until plans are approved by the Board or the Architectural Control Committee, if appointed. No homeowner shall enclose by means of screening or otherwise, any common element including any balcony, patio or porch, without prior approval from the Board. Satellite dishes or antenna are prohibited, except as allowed by law, regulation and statute and with the prior approval of the Board.

4. Driveways and Parking Areas.

- a. No vehicular traffic shall exceed 10 mph within the complex.
- b. All vehicles shall meet local noise requirements, and automobiles or motorcycles without mufflers in good working order are prohibited.
- c. No boats, trailers, or inoperative vehicles shall be parked on the complex without written consent from the complex manager (managing agent). Such vehicles are subject to immediate removal (towing) at the owner's expense.

- d. No mechanical work whatsoever will be performed on vehicles on the complex, without the consent of the manager.
- e. All parking spaces will be on a first-come, first served basis.
- f. The driveways and parking areas around the complex have been designed for automobile traffic only. Heavily-loaded trucks or moving vans should remain on the main roads to avoid causing irreparable damage to the asphalt driveways and parking area. Any damage resulting from unauthorized vehicles will be repaired at the expense of the occupant and owner.
- g. To ensure the adequate illumination of the driveways and parking areas, any resident observing an inoperative light fixture should report this condition to the complex manager.
- h. Parking is allowed only in designated parking areas and all fire lanes around the complex shall be kept unobstructed at all times.
- i. Any vehicles which are parked illegally or in violation of the Declaration may be removed by the Board or any owner at the expense of the offending party.
- j. "Junk" vehicles are prohibited. A junk vehicle shall mean a vehicle which appears in the discretion of the Board to be in need of repainting or substantial repairs or lacks a current license plate or appears to be inoperable and damaged.

5. Pets.

- a. Residents shall be permitted to have not more than one dog with a weight limit of 75 pounds or two dogs, each not exceeding 15 pounds(except German shepherds, pit bulls, rottweilers, or similar dangerous breeds are prohibited), or instead of dogs may have 2 cats or a combination of one dog and one cat, fish and reasonable numbers of small animals, so long as all are bona fide household pets and not kept for commercial purposes, do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any residents, and are kept in compliance with all applicable ordinances. Residents shall not permit any pet to run loose around the buildings or about the grounds. No resident shall permit any pet to be outside the unit unless on a leash in the hand of a responsible person. Pets shall not be permitted to defecate on the walks, driveways, or landscaped areas in,or about the buildings and in the event such shall occur, the pet owner must immediately pick up after the animal. The Association may adopt rules in the future to regulate or even prohibit any of the above types of pets.
- b. No feeding of wild birds or pigeons is allowed.
- c. Noisy pets, whether inside or outside a unit, will not be tolerated.

6. Soliciting. Soliciting is strictly forbidden. Please notify the complex manager if a solicitor appears and appropriate action will be taken.

7. Balconies and Patios.

a. Balconies and patios may not be used as storage areas nor in any way that may distract from the appearance of the building.

b. Cooking shall be done only on stoves and in ovens installed for that purpose. The use of outdoor grills on the balcony or patio areas will be permitted only if it does not disturb other owners or occupants.

c. Residents shall not dry or air clothes on the decks, balcony or patio areas or on lines or poles hung on the exterior of any building.

d. No resident shall allow anything whatever to fall from the balcony nor shall resident sweep or throw from the balcony any dirt or other substance.

e. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung, or used in conjunction with any balcony, patio, window, or door of the unit without the prior written consent of the Board. All residents and occupants shall use care in items or fixtures kept on balcony or patio areas to ensure items are not blown from or fall from same.

8. Signs and Displays.

a. No sign, decoration, advertisement, notice or other lettering shall be displayed, exhibited, inscribed, painted or affixed by any owner or occupant on any part of the unit or displayed in the window or door of any unit.

b. No unit owner or occupant shall put solar film or similar products on any windows in the unit without the prior written consent of the Board.

9. Trash Collection and Removal. No owner or occupant shall allow garbage cans, supplies, milk containers, or other articles to be placed in the entry areas or Common Elements. All refuse must be placed in a strong plastic bag, sealed, and deposited into the appropriate containers provided by the trash companies. Bags should not be set beside the containers.

10. Grounds, Sidewalks and Common Areas.

a. The sidewalks, entrance areas and staircases must not be obstructed or used for any purpose other than ingress and egress to and from your unit.

b. These areas should not be used for the storage or temporary placement of anything. This includes toys, bicycles, etc.

c. No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery unless prior written consent is given by the Board.

d. Traffic across the lawn and landscaped areas in conjunction with doors in patio enclosures is not permitted. Openings in patio enclosures should be kept closed and secured to avoid wind damage and an unsightly appearance. These openings are to be used for emergency purposes only and are not to be used as everyday ingress and egress.

e. No owner or occupant shall erect or have erected any form of aerial, satellite dish, antenna, poles, wires or similar objects or unsightly objects of any kind for the purpose of radio, television or hi-fi reception on any balcony, roof or building exterior without the prior written approval of the Board.

11. Assessments.

a. Assessments shall be due on the first of each month and late on the 15th of each month. The Association may collect a late charge or administrative fee of twenty (\$20.00) dollars per month per late assessment, fine or charge, plus all other expenses of collection, including without limitation attorneys fees and court costs. The Board of Directors may increase the amount of the late charge/fee at any time in the future.

b. The Association may collect a fee of twenty-five (\$25.00) dollars for the preparation of any certificate regarding assessments.

12. Drapes. All drapes, shades, blinds, and other window coverings shall be white when viewed from the outside, unless prior approval of the Board is obtained. An owner and/or occupant shall not install drapes or curtains within the unit unless drapes have a white lining visible from outside the unit.

13. Fines. From time to time as determined by the Board, a schedule of fines for the violation and noncompliance of owners and/or occupants with respect to the Rules & Regulations, Declaration and Bylaws may be adopted. Fines must be paid when demanded; owners and/or occupants shall be liable for costs of collection and reasonable attorneys fees. The Board may impose fines on a daily or lump sum basis to remedy any violation, after notice and opportunity to be heard.

14. Insurance. The comprehensive project policy DOES NOT cover the contents of your unit or liability growing out of guests on the premises. Each condominium owner and/or occupant should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupation of the premises.

