

## COLONY OAKS TOWNHOMES

### COMMUNITY RULES AND REGULATIONS

The Declaration of Party Wall Agreements directs the Board of Directors of Colony Oaks Homeowners Association to prescribe such community Rules and Regulation as it considers essential. The Board of Directors goal is to establish rules and regulations necessary to maintain a reasonable decorum, to provide for the safety of all residents, and to protect the common property of the owners.

In establishing these Community Rules and Regulations the Board of Directors has followed the policy of requiring the barest minimum number of rules to met the above stated objectives.

Townhome living can be a very pleasant experience, provided that a congenial group of families who cheerfully and willingly abide by the prescribed Community Rules and Regulations, are in residence. From the beginning, Colony Oaks established a reputation of being a pleasant place to live. Please help u perpetuate this attitude.

ADOPTED BY THE BOARD OF DIRECTORS  
MAY 29, 1986

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

Violations should be reported to the Manager or Board of Directors or to any designee thereof by any resident, or owner, witnessing a violation. Said violation will be called to the attention of the violating owner by the Manager of the Board of Directors. Disagreements concerning violations will be presented to and be judged by the Board of Directors, who will take appropriate action.

Fines for violations of the Rules and Regulations shall be in the maximum amount of \$50 per violation, except that no fine shall be levied for the first violation by any resident, nor shall the violation be cumulative past a one year period.

2. FACILITIES:

The facilities of the Townhome Development are for the exclusive use of the Townhome Association members, lessees, invitees, resident house guests, and guests accompanied by a member. No guest or relative of any member or lessee other than a house guest or relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident member of the family of such owner or lessee. Any damage to any of the buildings, recreational facilities, or other common area of equipment caused by any owner or his guests or lessees shall be repaired at the expense of the Unit owner. No more than four guests, other than resident house guests shall be permitted to utilize the recreational facilities at any one time.

3. EMPLOYEES AND CONTRACTORS:

All orders or directions to Association employees or contractors will be made through the manager only.

4. SECURITY

A. In the interest of better security, the gates to the conservation and other common areas should be kept locked at all times.

B. No solicitors of any kind shall be permitted within the development

C. Any suspicious person or unusual incident should be reported to the manager or police.

D. Each member who plans to be absent from his Unit for an extended period of time during hurricane season or seasons when high winds can be expected must prepare his unit prior to departure by:

1. Removing all furniture and plants from his balconies.

2. Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer damage, and furnish the manager with the name of such firm or individual.

5. EXTERIOR APPEARANCE:

A. Painting and exterior maintenance, including lawn and landscaping maintenance shall be performed only by the Association at the expense of the Association.

B. Any additional improvements to a Unit by a Unit Owner or lessee, including but not limited to screening, awnings, new construction and new landscaping, shall be undertaken only after receiving written approval of the Association.

C. Plants, pots, receptables, or other moveable objects shall not be kept, placed, or maintained on ledges of second floor balconies without the express written consent of the Homeowners Association.

D. No clothing, towels, bedding, draperies, mops, rugs, or similar items may be aired, dried, or hung on balconies, or from windows.

E. Unit owners will provide windows with drapes, blinds, shutters, etc. Temporary measures such towels, sheets, etc., will not be utilized in place of drapes, blinds, shutters, etc.

F. Nothing shall be swept, poured, tossed, or shaken off the balconies, nor shall any dirt, refuse or water be swept or thrown from any portion of any building.

G. No signs, billboards, advertisements, or other written or pictorial displays shall be placed in the windows or otherwise displayed so as to be visible from the exterior.

H. No signs shall be permitted in the community, except addresses and name identification signs meeting the approval of the Association and one reasonably sized sign advertising the owners unit for sale.

I. Clotheslines are not permitted.

J. No outside television or other type of antennas shall be installed.

K. Garage doors should not be left open when not in use.

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6. EMERGENCY ENTRY:

In case of any emergency originating in or threatening any Unit, regardless of where the owner is present at the time of such emergency, the Board of Directors of the Homeowners Association, or any other person authorized by, or the manager, shall have the right, but not the duty, to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right on entry shall be immediate. To facilitate entry in the event of an emergency, the owner of each Unit shall deposit with or under the control of the Homeowners Association, or any other persons authorized by it, or the manager, is required to enter such Unit by force in such an emergency, neither the Homeowners Association, the Board of Directors, any such authorized person, or the manager shall be liable to the owner of a Unit, his lessee, invitees, or guests, for any injury or damage to person or property.

7. VEHICLES:

A. No mobile home, boat, truck, trailer, or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed, or repaired on any property within the community in such a manner as to be visible from any neighboring property; all of the foregoing must be kept in the unit owners garage.

B. No vehicle that cannot operate on its own power shall remain within the Community for more than twenty-four (24) hours.

C. No repairs are to be made on vehicles within the community except minor emergency repairs necessary to remove vehicle from the community.

D. A 10 mph speed limit is to be observed in the community.

E. The parking spaces immediately in front of each unit are reserved for unit owners use. Remaining spaces are designated as "guest spaces" to be used on a first come first serve basis. Parking is prohibited in all other areas of the community.

F. Bicycles may be operated within the community, but must be kept in a unit when not in use.

G. Motorcycles shall not be operated within the community, except for purposes of ingress and egress. Motorcycle engines shall not be "revved up" on community property and must be operated with a muffler system in good operating condition.

## 8. ANIMALS

A. No animals, fowl, reptiles or poultry shall be kept within the community, except not more than ~~two~~ domestic dogs or cats or a reasonable number of birds may be kept as household pets, provided that they are not kept, bred, or raised thereon for commercial purposes. All animals permitted by this paragraph shall be kept on a leash while being walked by the unit owner's dwelling, when not being walked by the owner.

B. Owners will be responsible for immediate clean up of nuisances committed by their pets in common areas and outside paved areas of the community.

C. The unit owner shall defend and indemnify the Homeowners Association and hold it harmless against any loss or liability of any kind of character whatsoever arising from or growing out of having any animal in the community.

## 9. CHILDREN:

Reasonable supervision must be exercised when children are playing on community property. Compliance with any rule is the responsibility of the parents or the residents with whom the children are visiting.

## 10. NOISE

A. No unit owner, lessee, or guest shall make any noise in a unit or on the premises, nor permit anything to be done to interfere with the rights, comfort or convenience of other residents. Noise of all kinds shall be kept low enough as not to disturb neighbors. The rule of reason shall prevail.

B. Radios, stereos, televisions, musical instruments, or similar amplified sounds when operated on balconies, in the pool area, or any other area outside of the community shall be kept at conversational level.

## 11. POOL AND DECK AREA:

A. The pool is for the use of residents and guests only. To insure residents use and enjoyment of the facility, guests are limited to four per unit in addition to resident house guests and must be accompanied by a unit resident. All persons using the pool do so at their own risk.

B. Children under 13 must be accompanied by a responsible adult.

C. No children in diapers allowed in the pool.

D. The pool shall not be used between the hours of 11:00 pm and 6:00 am.

E. After 5:00 pm children under 18 years must be accompanied by an adult.

- F. No running, horse-play or unnecessary noise.
- G. Proper swimming attire (no cut offs) is required in the pool.
- H. Shower before entering the pool.
- I. No pets are allowed in the pool and pool deck area.
- J. Rafts, floaters, etc., are permitted only when not interfering with other swimmers.
- K. No glass containers are to be brought into the pool area.
- L. Safety equipment may be used only in emergencies.
- M. Do not leave personal belongings in the pool area when you leave.

12.    LAWFUL USE:

No part of the community may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood; not to disturb occupants of an adjoining unit within the community, nor resulting a violation of any public law, ordinance, or regulation in any way applicable there to . No unit shall be used in any way, directly or indirectly for any business or any other purpose incompatible with single family use. No owner shall store combustible or explosive substances in his unit, except normal household products and items. No conduct shall be permitted and no activity shall be carried on in a unit which would increase the premiums on any policy of insurance maintained by the Homeowners Association or any other unit owner.