

Cottonvale at Berwick Rules and Regulations

The following restrictions shall apply to all the Properties until such time as they are amended, modified, repealed, or limited pursuant to Article III of the Declaration.

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibits "A" or "B," offices for any property manager retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration. Each Living Unit shall only be used for private residential purposes for a single family.

RESTRICTED ACTIVITIES: The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

PARKING- Parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than designated parking spaces; provided, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Living Unit or the Common Area;

ANIMALS AND PETS- Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that three (3) dogs, cats, or other usual and common household pets may be permitted in a Living Unit; however, those pets which are "permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Living Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the Living Unit. Pets shall be registered, licensed, and inoculated as required by law. Notwithstanding the foregoing, no animal listed on a "dangerous breed" list shall be permitted in any Living Unit unless (a) the animal has been certified by a professional in writing, as to the nature, attitude and control of the animal's behavior and (b) the owner provides the Association with a current home owners insurance policy listing the animal by breed and description and listing the Association as an additional insured on the insurance policy.

ODORS AND NOISE- Any activity which emits foul or obnoxious odors outside the Living Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Living Units;

LAWS- Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

HOBBIES- Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Living Unit;

OFFENSIVE ACTIVITIES- Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Living Units;

BURNING- Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a Living Unit on a Living Unit;

LOUD NOISES- Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device to be audible to occupants of other Living Units, except alarm devices used exclusively for security purposes;

FIREWORKS- Use and discharge of firecrackers and other fireworks;

DUMPING- Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Living Units provided care is taken to minimize runoff; and Declarant may dump and bury rocks and trees removed from a building site on such building site;

TRASH- Accumulation of rubbish, trash, or garbage except for in approved containers not visible from the street, except when placed on the street for regular garbage pick-ups.

DRAINAGE INTERFERENCE- Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Living Unit without the Owner's consent.

SUBDIVISION- Subdivision of a Living Unit into two or more Living Units or changing the boundary lines of any Living Unit after a subdivision plat including such Living Unit has been approved and recorded, except that Declarant shall be permitted to subdivide or replat Living Units which it owns, or for which it obtains the consent of the Owners.

USE OF LAKES, PONDS AND STREAMS- Swimming, boating, use of personal flotation devices, fishing or other active use of lakes, ponds, streams, or other bodies of water within the Properties, except that Declarant, its successors and assigns, and the Association shall be permitted and shall have the exclusive right and easement to draw water from lakes, ponds, and streams within the Properties for purposes of irrigation and such other purposes as Declarant or the Association shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of, lakes, ponds, streams, or other bodies of water within or adjacent to the Properties.

TIMESHARES- Use of any Living Unit for operation of a timesharing, fraction- sharing, or similar program whereby the right to exclusive use of the Living Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

FIREARMS- Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

FUEL STORAGE- On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Living Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

HOME OCCUPATIONS- Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Living Unit may conduct business activities within the Living Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Living Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve door-to-door solicitation of residents of the Properties; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Properties which is noticeably greater than that which is typical of Living Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

WILDLIFE- Capturing, trapping, or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties.

NATURE- Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

GARAGE CONVERSIONS- Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Living Unit without prior approval pursuant to Article N.

MOTORIZED VEHICLES- Operation of motorized vehicles on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes.

CONSTRUCTION- Any construction, erection, placement, or modification of anything, permanently or temporarily, on the outside portions of the Living Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. All signs, basketball goals, swing sets and similar sports and play equipment, fences, sheds, decks, awnings, arbors or other vertical structures must be submitted for approval to the ARC or as otherwise set forth under Article N of the Declaration. At no time will dog runs, animal pens, or above ground pools be allowed on any home site in the community.

IRRIGATION- Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources.

ANTENNAS- Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter of: diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, "Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Living Unit (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Living Units and the street in a manner consistent with the Community-Wide Standard and the standards, unless such screening unreasonably interferes with the use of such Permitted Device.

SIGNS- Residents are permitted to display one (1) neatly painted "For Sale" or "Open House" signs no larger than six (6) square feet. One (1) "For Rent" or "For Lease" sign may be placed in a window ONLY and must be 18" x 12" or less. Builder lot signs are permitted. Political signs may be placed in your yard as part of your first amendment rights. However, in order to protect the aesthetic harmony of the neighborhood, only one (1) political sign not more than six (6) square feet is permitted to be placed in the front yard (as defined above) two (2) weeks prior to the election date. The sign must be removed within three (3) days after the election. Except for security alarm systems, all other commercial and advertising signs, including signs of contractors performing work at residence, are prohibited. Placement of signs and notices on fences, trees and other objects are prohibited. The Board of Directors reserves the right to periodically place signs in the common space for the benefit of the community. Such signs include but are not limited to informational signs and warning signs.

MAILBOXES- No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Living Unit. All mail will be delivered to the central mailbox station maintained by the Association.

YARD DECORATIONS- Yard ornaments, fountains, statues, lights, artificial plants or other permanent outdoor decorations unless approved pursuant to Article IV.

ENFORCEMENT OF RULES- All Association Rules and Regulations and all rules set forth in the Community Covenants and Restrictions shall be vigorously enforced by the Association, its members, the Board of Directors, and the Managing Agent, and all committees of the Association. The managing agent will do periodic inspections of the community and record violations to be reviewed by the Board of Directors. Homeowners shall be notified in writing of the alleged violation and said violation must be corrected immediately unless additional time is given according to the violation notice. Violations must be amended and maintained to avoid additional violations for an offense of the same type. Immediate correction of any violation does not relieve the owner of a fine incurred. Fines will be assessed according to the structure below.

Owner's voting rights and rights to the use of recreational facilities by the Owner, Owner's family; tenants and guests may be suspended or limited in addition to fines being levied.

First Offense: Written letter of warning. Notice to homeowner giving nature of alleged violation.

Second Offense: \$100.00 fine for same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

Third Offense and Subsequent Notice of Violation: The HOA may chose to fix or repair the problem at the owners' expense or impose a \$175.00 fine for same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

After receiving the first violation, if a Homeowner feels that they are not in violation as described, they must contact the

HOA immediately. Owners may be required to remove any exterior improvement (at their expense) which did not receive ARB approval.

A violation by a Resident or guest shall be treated as a violation by the Homeowner. The owner shall receive the letters cited above which shall outline a complaint for a rules violation committed by their Resident.

Rules and Regulations may be amended, repealed, and adopted from time to time by the Board of Directors. Proposed amendments may be published, but are not required to be published, on the community website.