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PREPARED BY AND RETURN TO:

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INDEXING INSTRUCTIONS: All being part of Lot 2 of Block 93 of the City of Starkville, Mississippi. Also being part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

**DECLARATION OF CONDOMINIUM
FOR
BELLE GROVE CONDOMINIUMS, PHASE 1**

FOR THE PURPOSES HEREINAFTER SET OUT, BELLE GROVE, LLC, (hereinafter referred to as “Developer”), hereby declares that the property situated and being in The City of Starkville, Oktibbeha County, Mississippi (hereinafter referred to as the “Property”), described as follows:

Commence at a found iron pipe being used as the Northwest corner of Lot 1 of Block 93 as shown on the Michael Baker Official Map of the City of Starkville, Mississippi, 1974, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi; Said found iron pipe also being the point of beginning for this description.

Thence run South 00 degrees 18 minutes West 220.23 to a set iron pin; thence run West 162.73 feet to a set pk nail; thence run North 6.48 feet to a set pk nail; thence run West 80.09 feet to a set iron pin; thence run North 00 degrees 23 minutes West 210.55 feet to a found iron pin; thence run North 89 degrees 15 minutes East 245.45 feet to a found iron pipe and the point of beginning for this description.

Being a total of 1.21 acres, more or less.

All being part of Lot 2 of Block 93 of the City of Starkville, Mississippi.

Also being part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

Also being subject to all easements as shown.

is submitted to the condominium form of ownership pursuant to Miss. Code Ann § 89-9-1 et seq. to create Belle Grove Condominiums ("Condominiums").

RECITALS, INTENT AND PURPOSES

WHEREAS, Developer, as owner of the Property, there being presently or contemplated thereon multi-family dwelling condominium units and other appurtenances and facilities, all as hereinafter described; and

WHEREAS, by this Declaration, the said improvements on the property are hereby subdivided into fifteen separate living spaces which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a condominium; and,

WHEREAS, the condominium form of ownership is a form of ownership which, when applied to a multi-family dwelling, provides for separate title to each residential unit, which title shall consist of a Dwelling Unit and an undivided interest in and to all of the property that remains other than Dwelling Units; and

WHEREAS, notwithstanding such separation of title, however, the owner, by placing the condominium plan into effect will, with others, own the Common Elements, including, but not limited to, the parking lots, sidewalks, landscaped areas, fences and related facilities used and controlled in a manner consistent both with the needs and desires of the residents and the community in which the property is located; and,

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirements of such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Directors, shall have the right and duty to effect the purposes of the condominium;

NOW THEREFORE,

DECLARATION

Belle Grove, LLC, by and through the undersigned, hereby declares on behalf of itself, its successors, grantees, assigns and its/their respective heirs, administrators, successors and assigns as well as any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property, from and after the date of the recording of this Declaration in the Office of the Chancery Clerk in and for Oktibbeha County, Mississippi, shall be and continue to be subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall have the definitions set forth in this Article.

1. **Assessment.** That portion of the cost of maintaining, repairing, insuring, providing water and sewer, and managing the Property and Common Elements that is to be paid by each Dwelling Unit Owner, which respective portions, except as herein specifically otherwise provided, shall be as shown on Exhibit "C" and as set forth in the Condominium Plat that shall be filed in the Office of the Chancery Clerk of Oktibbeha County and made a part hereof by reference as Exhibit "A."
2. **Association.** "Belle Grove Owners' Association, Inc." and its successors, the By-Laws of which shall be provided by the Developer and amended as necessary by the Board of Directors of Belle Grove Owners' Association, Inc. or as otherwise provided under the corporate documents or applicable law. The Association shall be formed as a non-profit corporation under the laws of the State of Mississippi.
3. **Board of Directors or Board.** The "Board" is comprised of the officers and directors of the Association as provided in the By-Laws of the Association ("By-Laws").
4. **Building.** The buildings as shown on Condominium Plat, Plans and Specifications.
5. **Common Elements.** All that part of the Property and improvements other than the Dwelling Units. The Common Elements, also referred to as Common Areas, are divided into 3 sections as provided for on the plat referenced in Exhibit "A." Each Dwelling Unit shall be conveyed with an undivided interest in the appropriate Common Elements.
6. **Common Expenses.** The actual and estimated costs of:
 - (a) Ad valorem taxes for all Common Elements; maintenance of all Common

Elements, including but not limited to the roof, grounds and items including but not limited to furniture, grills and water features provided by the Developer for use in the Common Elements, and real property taxes thereon, if applicable.

(b) Utilities not otherwise paid by individual owners, together with insurance, maintenance, operation, repair and replacement of the Common Elements and those parts of the Dwelling Units as to which pursuant to other provisions hereof it is the responsibility of the Association to maintain, repair and replace;

(c) Management and administration of the Association, including, but not limited to, any compensation paid by the Association to a managing agent, accountants, attorneys and/or other employees;

(d) The monthly Condominium Assessment shall include all those expenses contemplated or referred to by reference in this paragraph, or any other items held by or in accordance with other Condominium Documents to be a Common Expense. The monthly Condominium Assessment shall be based upon each Dwelling Unit's ownership of the various Common Elements.

7. **Common Surplus.** The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expense. The Common Surplus shall be maintained so that each Dwelling Unit has an ownership in the percentage of the Common Surplus equal to its share of the various Common Elements.
8. **Condominium Documents.** This Declaration, the Exhibits annexed hereto, and the Belle Grove Owners' Association By-Laws and other corporate documents

and promulgated Rules and Regulations, as may be amended from time to time.

Said Exhibits are as follows:

Exhibit "A": The plat of said Condominium and description of the property filed on Nov. 18, 2009 as Slide 272 B in the Office of the Chancery Clerk of Oktibbeha County, Mississippi.

Exhibit "B": Consent Form.

Exhibit "C": Undivided Interest in Common Elements.

9. **Developer.** Belle Grove, LLC, its assigns and/or successors.
10. **Dwelling Unit.** Any one of those parts of the Building that is separately identified on the Condominium Plat, identified by a number and described in greater detail on any Plans and Specifications. The official plat thereof is filed and recorded in the official land records contained within the Office of the Chancery Clerk of Oktibbeha County, Mississippi, the same of which is hereby incorporated herein by reference as Exhibit "A" and made a part hereof.
11. **Dwelling Unit Owner.** The person, persons or entity holding title to a Dwelling Unit.
12. **Eligible Mortgage Holders.** Those holders of a first mortgage on a Dwelling Unit who have submitted a written request that the Association notify them on any proposed action.
13. **Limited Common Elements.** Areas other than Dwelling Units that are for the use and/or benefit of a limited number of Dwelling Unit owners. Limited Common Elements, also referred to as Limited Common Areas, are contained within the Common Elements. The costs of maintaining such Limited Common

Elements shall be allocated to the Dwelling Units that have the right to use and enjoy the Limited Common Elements.

14. **Mortgagee.** The holder of a Mortgage, who has given notice to the Association that it is the holder of a Mortgage affecting all or any part of the Condominium Property as hereinafter provided.
15. **Person.** Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property in the State of Mississippi.
16. **Plans and Specifications.** The Plans and Specifications referred to in Article I. 3 and Article IV. 2 below, to the extent any such plans and specifications are included as part of the recorded Plat. The Plans and Specifications, if any, describe the Condominium as built or intended to be built by the Developer.
17. **Property.** The real property defined and described in this Declaration of Condominium.
18. **Rules and Regulations.** The Rules and Regulations that shall be approved by the Association, included as part of the Condominium Documents, further defined in Article II below, and subject to review or amendment by the Board.
19. **Share.** The percentages of Common Element ownership attributable to each Dwelling Unit, as described in Exhibit "C."

II. COMMON ELEMENTS USE

The Common Elements shall be used in accordance with and subject to the following provisions:

1. **Covenant Against Partition.** In order to effectuate the intent hereof and to preserve the Condominium and the condominium form of ownership and

adjoining property values, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until termination of the Declaration in accordance with provisions herein elsewhere contained or until the building is no longer habitable, whichever first occurs.

2. **Rules and Regulations Promulgated by Association.** The Board of Directors shall have the authority to promulgate reasonable rules and regulations. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Board. Without in any manner intending to limit the generality of the foregoing, the Board shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to Dwelling Unit Owners and their respective families, guests, invitees and servants or employees. Such use may be conditioned upon, among other things, the payment by the Dwelling Unit Owner of such assessment as may be established by the Association. It is expressly understood that a breach of the use restrictions and covenants contained in this Declaration (including Exhibits) and the Rules and Regulations, By-Laws, as amended, or any other Condominium Document, by any occupant, guest or visitor of a unit, while on the property, shall be deemed to be and treated as a breach by the Dwelling Unit Owner, thereby invoking all responsibilities, notices and assessments related thereto.
3. **Common Element Maintenance and Repair.** The maintenance, repair, management and operation of the Common Elements shall be the responsibility of

the Association, but nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Article II, paragraph 3 and as are approved by the Board of Directors of the Association. The Common Elements shown on the attached Exhibit A include certain features, include water features, that may not, at the Association's sole discretion be included in the initial development. To the extent such features are included, the repair and maintenance of such shall be the responsibility of the Association. The Association is further expressly responsible for the maintenance and operation of any stormwater facilities located on the Property, which shall include but not be limited to pipes, inlets and detention structures. These facilities shall be considered Common Elements, with expenses for maintaining and operating allocated to the Dwelling Unit Owners. The Association shall also maintain and replace all necessary signage, including but not limited to regulatory, warning or other informative signage, for the Property, which shall also be considered a Common Expense.

4. **Expenses.** The expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Dwelling Unit Owners, who possess an interest in the affected Common Elements, as assessed in accordance with provisions contained elsewhere herein.
5. **Use.** Subject to the rules and regulations promulgated from time to time pertaining thereto, all Dwelling Unit Owners may use the Common Elements, in

which they have an ownership interest, in such manner as will not restrict, interfere with, or impede the use thereof by other Dwelling Unit Owners.

6. **Alterations and Improvements.** The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Dwelling Unit Owner, unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board and the first Mortgagee of the affected individual Dwelling Unit(s). The costs of such alterations and improvements shall be assessed as Common Expenses, payable by those Dwelling Unit owners who have an ownership interest in the Common Element affected by the alteration or improvement. Additionally, if it is the judgment of not less than 75% of the Board, that the alterations or improvements are exclusively or substantially exclusively for the benefit of the Dwelling Unit Owner(s) requesting the same, then the requesting Dwelling Unit Owner(s) shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportion as may be determined by the Board.
7. **Shares of Dwelling Unit Owners.** The shares of the Dwelling Unit Owners in the Common Elements shall be as stated in Exhibit "A" and Exhibit "C," annexed hereto, and may be altered only by amendments hereof executed in form for recording by all of the Dwelling Unit Owners and Eligible Mortgage Holders of such Owners. No such alterations shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. **Appurtenant and Inseparable.** The share of a Dwelling Unit Owner in the Common Elements is appurtenant to the Dwelling Unit owned by him and inseparable from Dwelling Unit ownership.

III. MAINTENANCE AND REPAIR OF DWELLING UNITS

1. The Association, as a Common Expense, unless otherwise provided herein, shall be responsible for the maintenance, repairs and replacement of:
 - (a) All portions of the Dwelling Unit that contribute to the Building, excluding, however, interior walls, ceilings and floor surfaces, and including, but not limited to, outside walls of the Building, structural slabs, roof, interior boundary walls of Dwelling Units and load-bearing columns and walls and exterior windows and doors;
 - (b) All conduits, ducts, plumbing, fixtures, wiring and other facilities for the furnishing of utility services that are not contained in the Dwelling Unit but excluding therefrom heating, air-conditioning, and electrical equipment, together with all appliances within or outside the Dwelling Unit;
 - (c) All incidental damage caused to a Dwelling Unit by such work as may be done or caused to be done by the Association in accordance herewith.
2. The responsibility of the Dwelling Unit Owner shall be as follows:
 - (a) To maintain, repair and replace at his expense, all portions of the Dwelling Unit except the portions of each to be maintained, repaired and replaced by the Association.
 - (b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons within the Condominium.

- (c) Not to change or alter the paint color or scheme or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Dwelling Unit, unless the written consent of the Association is obtained.
- (d) To promptly report to the Association or its agent any defect or need for repairs, the responsibility of the remedying of which is with the Association.
- (e) Not to make any alterations in the portions of the Dwelling Unit or the Building that are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything that would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Directors of the Association and Eligible Mortgage Holders of all individual Dwelling Units, nor shall any Dwelling Unit Owner impair any easement without first obtaining written consent of the Association and of the Dwelling Unit Owner(s), for whose benefits such easement exists. The Association and Dwelling Unit Owner must use a licensed and bonded person or entity, licensed to do business in the State of Mississippi for repairs of electrical, plumbing or building materials called for on the Property.

IV. DWELLING UNITS SHALL BE CONSTITUTED AS FOLLOWS

1. **Real Property.** Each Dwelling Unit, together with the space within it as shown on the Plat and any Plans and Specifications and all appurtenances thereto, including the undivided interest in the Common Elements shown on Exhibit "C," shall, for all purposes, constitute the interest of a separate parcel of real property, which may be owned and which may be conveyed, transferred and encumbered in

the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.

2. **Boundaries.** Each Dwelling Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Plat and any Plans and Specifications, subject to such encroachments as are contained in the Building, whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be the interior unpainted surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the Dwelling Unit includes both the portions of the Building so described and the airspace so encompassed. The following are not part of the Dwelling Unit: bearing walls, columns, floors other than floor coverings, roofs, exterior windows and doors, foundations, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Dwelling Unit. In interpreting deeds and plans, the existing physical boundaries of the Dwelling Unit or of a Dwelling Unit reconstructed in substantial accordance with the original Plans and Specifications thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or Plan, regardless of minor variance between boundaries shown on the Plans and Specifications or in the deed and those of the Building.
3. **Appurtenances.** Each Dwelling Unit shall include and the same shall pass with each Dwelling Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest

of a Dwelling Unit Owner in the Property, which shall include, but not be limited to:

- (a) Common Elements: The Common Elements are owned by Dwelling Unit Owners, as shown on Exhibit C, with each owning an undivided interest in the form of “tenants in common” with the other Dwelling Unit Owners;
- (b) A license to maintain no more than one private passenger automobile per bedroom contained in the Dwelling Unit in the parking area of the Property or otherwise in accordance with the Rules and Regulations of the Association. This license shall not guarantee a parking space for each automobile but shall grant to the occupants the right to use any available spaces in accordance with the Rules and Regulations;
- (c) Easements for the benefit of the Limited Common Elements provided to certain Dwelling Units, including, but not limited to, the right to the exclusive use of the patio, front porch and balcony, if any, immediately adjacent thereto and the storage space above the Dwelling Unit and below the roof thereof as indicated on any Plans and Specifications or as actually present in the Building;
- (d) Association membership and funds and assets, held by the Association for the benefit of the Dwelling Unit Owner;
- (e) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Dwelling Units;
- (f) In addition to and not in derogation of the ownership of the space described on the Condominium Plat and any Plans and Specifications, an exclusive

easement for the use of the space not owned by the Dwelling Unit Owner and which is occupied by the Dwelling Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenantable; and

(g) The following easements from each Dwelling Unit Owner to each other Dwelling Unit Owner and to the Association.

(1) **Ingress and Egress.** Each Dwelling Unit Owner will have an unrestricted right of ingress and egress to his Dwelling Unit. This right is perpetual and passes with each Dwelling Unit estate as transfers of the Dwelling Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer of an individual interest in the common elements will be void unless the Dwelling Unit to which that interest is also allocated is also transferred. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements shall be in accordance with the terms of the Condominium Documents.

(2) **Maintenance, Repair, and Replacement.** Easements through the Dwelling Unit and Common Elements for maintenance, repair and replacement of the Dwelling Units shall be limited to reasonable hours, except that access to the Dwelling Units may be had at any time in case of emergency.

(3) **Structural Support.** Every portion of a Dwelling Unit that contributes to the structural support of the Building shall be burdened with an easement of

structural support for the benefit of the Common Elements and Dwelling Unit.

(4) **Utilities.** Easements through the Dwelling Units and Common Elements for all facilities for the furnishing of utility service within the Building, which facilities shall include, but not be limited to, conduits, ducts, plumbing, and wiring; provided, however, that the easements for such facilities through a Dwelling Unit shall be only in substantial accordance with the Plans and Specifications of the Building.

(5) **Emergency Easement of Ingress and Egress.** Easements over all balconies, if any, whenever reasonably required for emergency ingress and egress.

4. **Limited Common Elements.** Each Dwelling Unit Owner shall be entitled to an exclusive easement for the use of any exterior balcony, patio or front porch directly accessible from his Dwelling Unit, but such right shall not entitle a Dwelling Unit Owner to construct anything thereon or to change any structural part thereof. The balcony, patio or front porch shall be deemed to be a Limited Common Element appurtenant to the Dwelling Unit(s) from which it is directly accessible, and costs and expenses related to the balconies, patios or front porches are to be paid by the Association, but may be assessed against the Dwelling Unit Owner to whose Dwelling Unit the balcony, patio or front porch attaches as a Limited Common Element. The Board shall have the right to limit and to remove any item of furniture, personalty, plant or decorative item that is not in keeping with the Rules and Regulations of the Association, it being recognized that the balconies, patios and front porches are visible from surrounding Dwelling Units

and properties and that there is a need for subtlety and uniformity of items placed on the balconies, patios and front porches.

V. COVENANTS AND USE RESTRICTIONS

In order to provide for congenial occupation of the Building and to provide for the protection of the investments, monetary and aesthetic values of the Dwelling Units and the Dwelling Unit Owners' interest therein, the use of the Property shall be restricted to and be in accordance with the following covenants and use restrictions:

1. **Residential Use.** The Dwelling Units shall be used for single family residential purposes only. Commercial uses are strictly prohibited.
2. **Common Elements/Common Areas.** The Common Elements shall be used for the furnishing of services and facilities for which the same areas are reasonably intended and for the enjoyment of the Dwelling Unit Owners, who have an ownership interest in the specific Common Element.
3. **Nuisances.** No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents, and no immoral, improper, offensive or unlawful use shall be made of the Property, nor any part thereof. To this end, it is an express prohibition to have any speaker, amplifier, radio or other electronic device anywhere outside a Dwelling Unit, or used in such a fashion that it can be heard outside a Dwelling Unit. The Association can make appropriate exceptions in the case of special events or outside events being held on the Property by one or more Dwelling Unit Owners. No private, public or other gathering of any type exceeding eight (8)

people shall be allowed in any Dwelling Unit(s), regardless of relative noise levels or general nuisance created thereby, unless prior written approval is obtained from the Association.

4. **Lawful Use.** All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Dwelling Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subject to such requirements.
5. **Occupancy/Leasing/Renting.** All leases must be made subject to and incorporate all Condominium Documents. Leases shall be in writing and tenants must acknowledge receipt of and agree to comply with the Condominium Documents as a provision of the lease. All leases must be for a minimum term of twelve months. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Dwelling Unit shall be subject to and subordinate in all respects to the provisions of this Declaration, By-Laws and other corporate documents, such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors may from time to time promulgate, together with any other Condominium Documents. No Dwelling Unit shall be leased, rented or inhabited by more than one unrelated adult or two related adults per bedroom in the Dwelling Unit or, in the event the Dwelling Unit is rented or occupied by a

family, there shall be no more than two related adults inhabiting the Dwelling Unit and no more than two minor children, who are related to the adults or for whom the adults are legally responsible, per bedroom in the Dwelling Unit. In no event shall occupancy exceed two persons per bedroom in the Dwelling Unit. A copy of all executed leases shall be provided to the Association and shall include proper contact information for each tenant. The provisions of this subsection shall not apply to any institutional mortgagee of any Dwelling Unit who comes into possession of the Dwelling Unit by reason of any remedies provided by law, or in such mortgage, or as a result of a foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. The Developer reserves the right to rent or lease unsold units in accordance with the Condominium Documents.

6. **Heating/Cooling.** In order to protect the Common Elements in the Property and items that are the responsibility of the Association, each Dwelling Unit must maintain the heating system on a minimum of 55 degrees Fahrenheit during the cooler months, and the air conditioning on a maximum of 84 degrees Fahrenheit during the warmer months.
7. **Alterations.** No Dwelling Unit Owner or occupant shall paint, decorate or adorn the outside of the Dwelling Unit (including doors and windows) or install any canopy, awning, exterior radio or television or other antennae, or other equipment or fixtures without prior written consent of the Board of Directors. An exterior installation without the prior written consent of the Association is subject to removal without notice. Nothing shall be nailed or screwed to, hung, stuck or

otherwise attached in any manner to any portion of the exterior of any Dwelling Unit, specifically including, but not limited to, satellite dish antennae, planters, flag poles, wind chimes, hooks or rods. No statues, indoor furniture, shelving units, hunting or fishing gear, refrigerators, freezers, kegs, ice chests, Jacuzzis, hot tubs, swimming or wading pools, swing-sets, children's toys, lawn chairs, boxes, crates or storage bins may be stored outside any Dwelling Unit for any period of time. No trash cans may be left outside. All trash should be deposited in the dumpster provided on-site.

8. Parking and Vehicle Regulations.

- (a) Each Dwelling Unit occupant, not to exceed the number of bedrooms in the Dwelling Unit, shall have the right to park one automobile on the premises on a space available basis. All spaces shall be available to Dwelling Unit occupants, visitors and guests on a space-available basis. No Dwelling Unit occupant is entitled to a guaranteed parking space nor to any reserved parking space. Visitors and Guests shall be required to abide by the parking rules and regulations. No parking on the lawn or grounds of the Property is permitted at any time by any mode of transportation. Parking shall not interfere with access to any part of the property or with access to the dumpster. Dwelling Unit occupants, and their visitors and guests, shall attempt to park as close as possible to the Dwelling Unit in which they reside or in which they are visitors or guests. The Association reserves the right to have removed, at the Owner's expense, any vehicles parked in any unauthorized manner. Notwithstanding anything to the

contrary herein, the Association reserves the right to designate certain parking spaces as handicapped spaces, which shall be reserved by occupants or visitors displaying appropriate handicapped decals or other credentials.

- (b) No vehicle belonging to any Dwelling Unit Owner, occupant, guest or visitor is to be parked in such a manner as to impede or prevent ready access to other parking places. For clarification, no vehicle shall occupy more than one parking space at a time.
- (c) No trailer, camper, motor home, golf cart, travel trailer, utility trailer, 4-wheeler, 3-wheeler, off road motorcycle, pleasure/ski or fishing boat, boat motor or boat trailer, or vehicle with more than six (6) wheels (with the exception of a moving or delivery vehicle in the active process of delivering or retrieving items) may be parked or stored in the parking areas or general Common Elements of the Property. If any of these are found to be located on the Property, and not immediately removed, the Association shall have the absolute right to immediately have the same towed or otherwise removed from the Property, without notice, at the expense of the Dwelling Unit Owner with whom the non-compliant vehicle or piece of equipment is associated.
- (d) No vehicles shall be left in a parking space in a non-operative condition for more than seventy-two (72) hours, nor shall there be any repairs to vehicles in a parking space or driveway other than emergency situations to make a non-operative vehicle immediately operative.

- (e) No trash shall be left in the parking areas. All trash shall be placed in the dumpsters provided by the Association.
- (f) No recreational activities or games of any kind are allowed in the parking areas. Such activities are permitted only in, and confined to, grass-covered portions of the Common Elements, subject to previously defined limitations of damages to the Common Elements.

9. **Patios/Fences/Furniture/Grills.** Dwelling Unit Owners and Occupants are expected to maintain their porches, balconies and/or patios or other outdoor spaces in a clean, sanitary and safe condition. No objects are to be placed on, mounted, hung, affixed or attached in any way, even temporarily, to any trellis, fence or gate, or to otherwise detract from the appearance of the Property (e.g., no bird houses, hammocks, ropes, wires, planters, articles of clothing are to be hung on the fences, etc.). Dwelling Unit Owners or occupants of Units 44-47 (Entresol Units) may not place any furniture of any type on front porches, patios or balconies. These persons may place furniture on rear porches and balconies, so long as that furniture complies with the Rules and Regulations governing furniture appearance as adopted by the Association. Dwelling Unit Owners or occupants of Units 33-35 (Creole Units) may not place any furniture in any exterior area other than balconies. The furniture to be placed on balconies must comply with the Rules and Regulations governing furniture appearance as adopted by the Association. The Association shall provide furniture and grills for the Common Elements associated with Units 33-35 and 44-47 (Entresol and Creole Units) and no additional furniture shall be allowed in those areas.

Dwelling Unit Owners or occupants of Units 36-43 (Cameback Units) may place furniture or other objects, including gas grills, on the enclosed patio, so long as such furniture or objects are not visible from other units. The Dwelling Unit Owners or occupants of Units 36-43 may place furniture on the front porches of the Dwelling Unit provided such furniture complies with the Rules and Regulations governing furniture appearance as adopted by the Association. No grills may be used or stored on any area of the Property other than the enclosed patios of Units 36-43 (Camelback Units) or the Common Elements associated with the various Dwelling Units (such grills to be provided by the Association and to be used only by those Dwelling Unit owners or occupants who own a Share of the particular Common Element). Any furniture, unsightly items or those in disrepair may be removed by the Association. Other than the fencing and gate encircling the perimeter of the property, as such currently exists or is subsequently repaired or replaced by the Association, no fences shall be permitted around, at or attached to any Dwelling Unit or its patio. Likewise, no gate shall be put into any existing fence by any individual.

10. **Safety.** No common walks or drives may be obstructed in any way. All sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles must not be ridden or left standing in any manner that might interfere with the full use of walkways by pedestrians. Bicycles must be stored within the Dwelling Unit unless and until bike racks are installed, which may be done at the Association's sole discretion. Bicycles shall be adequately secured by the owners and the Association and

Developer expressly disclaim any liability for loss or damage to bicycles or other personal property.

11. **Signs.** No signs, ads or solicitations of any type are permitted in or about the Condominium Property without the prior, express written consent of the Board of Directors of the Association. "For Sale" signs are restricted to the small, generic, metal "For Sale" signs that will be made available by the Association in the event a Dwelling Unit becomes available for sale. Only one such sign shall be available per Dwelling Unit, and it shall be placed in the front window of the Dwelling Unit.
12. **Waste.** In the event any Dwelling Unit Owner or occupant does or fails to do anything that causes a dramatic increase (more than five percent 5% of the total) in the water/sewer assessments, or the common insurance risk and premium, then such Dwelling Unit shall be subject to an increased assessment proportionate to the increase attributed to the Unit's action or inaction.
13. **Windows.** No Dwelling Unit Owner or occupant shall display, hang, store, or use signs, stickers, emblems, insignias, pennants, flags, banners, ornaments, fixtures, foil, tinting material, clothing, sheets, blankets, laundry, or any other articles outside the Dwelling Unit, or in such a manner that they are visible from the outside of the Dwelling Unit without prior written consent of the Board. No fans, air conditioners, heaters, or similar objects will be permissible in any window or door opening.
14. **Window Treatments.** No Dwelling Unit shall use window treatments visible from the exterior of the Dwelling Unit other than those provided by the