

**State of Mississippi
County of Oktibbeha**

BELLE GROVE CONDOMINIUMS

RULES AND REGULATIONS

The following Rules and Regulations are adopted by the Belle Grove Owners' Association, Inc. in compliance with the Declaration of Condominium for Belle Grove Condominiums and shall remain in effect until altered or terminated by the action of the Board of Directors of the Belle Grove Owners' Association, Inc.:

1. All litter and/or trash, including cigarette butts, must be placed in private waste receptacles or dumpsters provided on site. Any garbage or items obstructing sidewalks and entrances will be removed by Association representative, and the Dwelling Unit owner will be subject to assessment at the discretion of the association and its agents.
2. No baby carriages, bicycles, scooters, toys or other items shall be allowed to stand in entrances, sidewalks or porches of the building. Bicycles shall be stored within the Dwelling Unit unless and until bicycle racks are constructed by the Association. If such racks are constructed, then bicycles may be stored at such racks or within the dwelling unit. The Association has no obligation to provide such racks. Owners shall be solely responsible for adequately securing their bicycles and other property, regardless of where stored, and the Association and Developer expressly disclaim any liability for lost or damaged property.
3. No Dwelling Unit Owner shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the sidewalks or upon the grounds.
4. No garbage cans, tools, supplies, or other similar articles shall be placed in any public area. Nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.
5. Water features, if any, constructed by the Developer or the Association within the Common Areas identified as B-H on the condominium plat, shall be for visual enjoyment only. No person shall place any living or inanimate object in such water features and shall not throw any debris into such features or otherwise deface or damage such features.
6. No Dwelling Unit Owner, occupant, visitor or tenant shall make or permit any disturbing noises in the Building by himself, his family, servants, employees, agents, visitors and guests, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Dwelling Unit Owners, occupants or guests. No Dwelling Unit Owner shall play upon, or suffer to be

played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other musical device in the demised premises between the hours of 9:00 P.M. and 7:00 A.M., if the same disturbs or annoys other occupants of the building. No Dwelling Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time. The Board of Governors shall have the absolute right to assess a Two Hundred Fifty Dollar (\$250.00) penalty assessment against the Owner of a Unit after one (1) prior complaint, as reported by a law enforcement officer, of disturbance has been received. The fee will be due within one (1) month after written notification is mailed to the Dwelling Unit Owner, which shall be deemed to be effective from the date of mailing, and sufficient if mailed to the last address on the books of the Association. Notice to the Dwelling Unit Owner will consist of a letter from the President or Secretary of the Association stating the nature of the complaints and informing the Dwelling Unit Owner of his/her/its right to appear before the Board to appeal such penalty within thirty (30) days of the written notice. If the Dwelling Unit Owner fails to pay the assessment within thirty (30) days of the notice, or the outcome of the appeal, whichever is longer, the Association may take all steps available for collection of the amount due. The Dwelling Unit Owner shall be responsible for all costs associated with the collection of the assessment. This remedy is in addition to and not to the exclusion of any either remedy available in either law or equity.

7. No antenna of any type shall be installed without the written consent of the Association. Any aerial or satellite receiving dish erected on the roof or exterior walls of the building without consent of the Association, in writing, is subject to removal without prior notice.
8. No house trailers, campers, motor homes, boats or trailers of any type shall be permitted on the Property at any time.
9. 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.
10. No Dwelling Unit shall have pets other than traditional domestic animals such as dogs, cats, birds, and the like. No Dwelling Unit shall have more than one (1) domestic animal. All pets must be controlled on a leash at all times while outdoors on any of the Property. Menacing or threatening behavior of the animals is not to be tolerated. The Dwelling Unit Owner is responsible for the removal and proper disposal of pet waste on the property. If the Dwelling Unit Owner is found in violation of said rule this will result in a \$25.00 fine for the first offense,

\$50.00 for the second offense, \$100.00 for the third offense, and \$500.00 for the fourth offense and any offense thereafter.

11. No combustible materials that may present a fire hazard are permitted in or around any Dwelling Unit or Common Element.
12. No individual Dwelling Unit shall use the common-assessed water to irrigate or otherwise water the lawns of the Common Elements.
13. No Dwelling Unit Owner shall display any signs, other than the For Sale sign allowed by the Declaration of Condominium, decorations or ornaments of any type in such a manner that same may be seen from outside of the Dwelling Unit. This includes articles displayed in windows, on doors or in Common Elements.
14. No furniture, other than that provided by the Developer, shall be allowed in the areas identified as Common Areas A-C on the plat(s) of Belle Grove Condominiums, unless provided herein. No such furniture shall be removed from the Common Area in which it is placed.
15. Dwelling Unit Owners or occupants of Units 33-35 may not place any furniture in any exterior area other than balconies. The furniture to be placed on balconies must be of quality all-natural and/or resin construction, exterior grade and painted white and maintained in good repair. Each Dwelling Unit shall have no more than 2 chairs and 1 side table on any allowed front or rear balcony.

Dwelling Unit Owners or occupants of Units 60-62, 87-89 may not place any furniture in any exterior area other than rear patio and balconies. The furniture to be placed on rear patio must be of quality, exterior grade cast aluminum with a black powder coated finish; one gas grill per unit, to be covered at all times when not in use with a solid black all-weather cover; and one all-weather fade resistant black patio umbrella. The furniture to be placed on balconies must be of quality all-natural and/or resin construction, exterior grade and painted white and maintained in good repair. Each Dwelling Unit shall have no more than 2 chairs and 1 side table on any allowed front or rear balcony.

Dwelling Unit Owners or occupants of Units 36-43, 52-59, 67-70, and 83-86 may place furniture on side decks, so long as such furniture is of quality, exterior grade cast aluminum with a black powder coated finish; one gas grill per unit, to be covered at all times when not in use with a solid black all-weather cover; and one all-weather fade resistant black patio umbrella. These Dwelling Unit Owners or occupants may place furniture on the front porches of the Dwelling Unit provided such furniture is of quality all-natural and/or resin construction, exterior grade and painted white and maintained in good repair. Each Dwelling Unit shall have no more than 2 chairs, 1 side table and a swing on any allowed front porch. A Dwelling Unit is not required to have any outside furniture.

Dwelling Unit Owners or occupants of Units 44-51 and 63-66 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 is of quality all-natural and/or resin construction, exterior grade and painted white and maintained in good repair. Any cushions or other accessories must be of a subtle color designed to complement the exterior of the Dwelling Unit. Each Dwelling Unit shall have no more than 4 chairs and 2 side tables on any allowed rear porch or balcony.

Any allowable furniture/accessory that is deemed in disrepair will require immediate removal by the owner upon notification from the Association. If removal is not completed by Owner within ten (10) calendar days of notice by the Association, the Association shall have the right to remove and dispose of the item at the Owner's expense. No other items, decorations, furniture or accessories are permitted on any porch, patio, balcony or deck without the prior written consent of the association. Unauthorized items, decoration, furniture or accessories or those not in compliance with the requirements of this rule will be removed immediately by the Association at the Owner's expense.

16. Grills will be available to Dwelling Unit Owners, occupants and their guests who reside in Units 33-35, 44-51, and 63-66 . Such grills will be provided by the Developer in the Common Areas identified as B and C on the plat(s) of Belle Grove Condominiums. Dwelling Unit Owners may use only the grills located in the Common Area in which they have an ownership interest. These grills will be available on a first come, first served basis. Dwelling Unit Owners shall be responsible for ensuring that the grill and surrounding Common Area is left in a clean condition after use. Failure to return the Common Area or grill to a clean condition, causing any property damage to the Common Area or grill or violating the noise and nuisance provisions of the Condominium Documents, shall be grounds for the imposition of penalties pursuant to those Documents. All trash generated by the use of the Common Area or grill should be disposed of in the dumpster provided on the grounds. No other grills are allowed on the Property, other than gas grills contained within the private decks of Units 36-43, 52-59, 67-70, 83-86 and rear patios of 60-62 and 87-89, otherwise known as Common Area D.
17. No private party or gathering of any type exceeding eight people shall be allowed in any Dwelling Unit, regardless of relative noise levels or general nuisance created thereby. No private party or gathering of any type in the Common Areas identified as B-D on the plat(s) of Belle Grove Condominiums shall exceed 8 persons per unit served by the respective Common Area. Such a gathering in the Common Area shall be allowed only with the consent of all Dwelling Unit owners/occupants in the building associated with the Common Area to be used, Such consent shall not be required in Common Area D of Belle Grove, Phase II. Any violation of this provision, evidenced either by a police report or by a private security report, shall result in an assessment of \$250.00 against the owner of the subject Dwelling Unit, to be collected in accordance with the Declaration of Condominium for Pitot House at Belle Grove. A second offense within one year of any first offense shall result in an assessment of \$500.00. A third offense

within two years of any first offense shall result in an assessment of \$1,000.00, in which event criminal charges for disturbing the peace may also be instituted. Any offense following the third offense, regardless of the intervening time period shall result in an assessment of \$1,500.00 or a civil suit for damages being filed against the Dwelling Unit Owner (the Association shall have the option to pursue either civil remedy) and criminal charges being filed. In the event any litigation is required, the Dwelling Unit Owner shall be responsible for the costs and fees, including attorneys' fees, incurred by the Association.

18. Failure of the Association in any event to enforce anything contained in these Rules & Regulations shall not be deemed to be a waiver of its right to enforce the same at any other time. Any violation of any of the rules and regulations contained herein, or as previously established in the Declaration of Condominium, are subject to assessments and or fines as deemed appropriate by the Association and/or its agents.
19. The Condominium Association intends to contract with Tabor Management, LLC for the management of the Belle Grove Condominiums for a period of five (5) years . All questions should be directed to Tabor Management, LLC at 200 S. Montgomery, Suite 201, Starkville, MS 39759 662.324.0506.