

**THE RIDGE AT LEICESTER HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

A. GENERAL RULES

1. In order to preserve the residential character of THE RIDGE, no business, trade, or profession of any type whatsoever shall be conducted from within any Lot in THE RIDGE (other than Lots occupied by the Developer) without the prior written consent of the Association. Notwithstanding the preceding sentence, an Owner may conduct business activity in his Lot via a computer, facsimile or other similar device that is not a nuisance to other Owners subject to the terms set forth in the DECLARATION. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of The Ridge.

2. Lots shall not be used except for residential purposes. In the event that in a future annexation or development, if any, certain plots of land are designated for "common areas" on recorded plats, the plots may be used for any commercial purposes permitted by applicable municipal or zoning ordinances.

3. No walls, fences, gates or other additions or structures are permitted other than as installed by the Developer or as approved by the Board.

4. No nuisance shall be allowed upon the Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. No Lot Owner shall permit any use of his Lot, the Common Areas, or the utility and drainage easements which will increase the rate of insurance upon the Property.

5. Passenger automobiles, sport/utility vehicles, or small/mini-trucks, vans, and motorcycles that are used for personal transportation may be parked only in areas provided for that purpose. No campers, motor homes, trailers, RVs, boats, or boat trailers may be parked on Association Property for a period longer than 7 days during a one month period. Mopeds may be operated on Association Property but must be parked in the Garages only. No Owner shall keep any vehicle on the Property which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than nine (9) hours on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Property. The Association shall have the power to move or tow away improperly parked permitted vehicle or moped, as well as any commercial vehicle, recreational vehicle, boat or boat trailer. No vehicle maintenance or repairs shall be performed on the Association Property except for emergency repairs. No passenger

automobiles, sport/utility vehicles, trucks, vans or motorcycles may be permanently parked on Association property for long term parking in excess of 48 hours. No street parking shall be allowed, without prior consent of the Board, for a time period exceeding 48 hours in a 72 hour period.

6. Outside radio, television or satellite antennas shall not be erected on any Lot or residential unit within the Property unless and until permission for the same has been granted by the Board of Directors of the Association or the architectural control committee duly appointed by the Board of Directors of the Association

7. A Lot Owner may display one (1) portable, removable United States flag.

8. To maintain harmony of exterior appearance, no one will make any permanent additions to any part of the Lot or Association Property that is visible from the exterior of the Building without the prior written consent of the Association.

a. No ornaments, pots, chairs, furnishings or other personal property shall be placed on the general common elements including, but not limited to drive aisles and sidewalks.

b. No basketball goals, posts, backboards, swings, slides, swimming pools, trampolines, or any other sports or recreational apparatus shall be attached to any residential unit or maintained on the Lot of any residential unit unless approved by the Board or Architectural Committee.

c. Seasonal decorations are allowed four weeks prior to the holiday and one week after said holiday.

9. All Lot Owners are financially responsible to the Association for damage to the Common Elements or Limited Common Elements caused by themselves, their tenants, contractors, agents, guests, and family members.

10. Pets are allowed, however, no Lot Owner shall allow its pet(s) to commit any nuisance, to interfere with the rights of other Lot Owners, to unreasonably annoy other Lot Owners, or to make improper use of the Association Property. In addition, the following regulations shall apply.

a. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any residential unit except dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes; and provided further, that the Association may regulate the keeping and maintaining of household pets.

b. Pets will be under handheld leash or carried at all times on the Common Elements and Association Property.

c. Waste by pets must be removed by Owners or handlers immediately.

d. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted. Specifically restricted breeds include (but not limited to): Pit Bulls, Rottweiler, Chows and Doberman breeds.

e. Control and liability for the pet and responsibility for the actions of the pet rest entirely with the Owner.

f. Pets must not be left unattended on patios unattended for extended periods of time.

11. Except when placed in the Association Property for pick-up, no garbage containers shall be visible from any street.

12. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All trash and other refuse shall be kept in sanitary containers and maintained within the residential unit. No incinerators, recycling apparatus, or other disposal equipment shall be allowed on any Lot without prior written consent of the Board.

13. No immoral, offensive or unlawful use shall be made of any Lot or residential unit within the Property. As valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Property shall be the same as responsibility for the maintenance and repair of the Property concerned.

14. No signs of any kind shall be displayed to public view on any Lot except one (1) professional sign of note more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise and market the property during the construction and sales period.

15. There shall be no solicitation by any person anywhere in or on the Property for any cause or any other purpose whatsoever, unless specifically authorized by the Association.

16. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, except in case of an emergency authorized by the Association. The Board may grant an exception with prior written request from an owner, but not to exceed working hours of 7:00am to 7:00pm.

17. These Rules and Regulations will apply equally to Owners, their families, guests, contractors, invitees, domestic help, occupants and lessees.

18. The Board of Directors of the Association may impose a fine for each violation of these Rules and Regulations or any violation. Any appeals must be made to the Board of Directors in the event of a dispute. The Board of Directors, upon reviewing an appeal, shall have binding authority to impose fines and/or restrictions. Fines may not exceed \$100 per occurrence as determined by the Board of Directors.

19. All Owners, tenants, invitees, licensees, guests, family members, agents, contractors, employees and occupants of a Lot shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the DECLARATION, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine in accordance with the terms set forth in the DECLARATION and to possible legal remedies, including, but not

limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the DECLARATION, the Articles and By-Laws.

20. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Lot Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request therefore, and for good cause shown in the sole opinion of the Board.

21. All approvals required or permitted hereunder from the Association shall be in writing.

22. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Property. Reference should also be made to the DECLARATION, the By-Laws and any other Association governing documents.

B. RULES FOR LOT OWNERS PARTICIPATION IN BOARD MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD

I. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.

2. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the DECLARATION, the Articles of Incorporation, or the By-Laws.

3. After each motion is made and seconded by the Board members, the meeting chairperson will permit Lot Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.

4. Lot Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report; or the chairperson determines that it is appropriate or is in the best interest of the Association.

5. A Lot Owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While a Lot Owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. A Lot Owners may speak only once for not more than three minutes, and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit a Lot Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only, and if there is an objection the question will be decided by Board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all Lot Owner participation is relevant to the subject or motion on the floor.

II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that Lot Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the Board by any Lot Owner desiring to use any audio/video equipment to record a meeting.