# INITIAL RULES AND REGULATIONS

OF

HARBOUR CLUB

1. Residential Use. Residential properties within HARBOUR CLUB shall be used for residential living units and for no other purpose in accordance with the Plat of HARBOUR CLUB and the HARBOUR CLUB DECLARATION OF RESTRICTIONS. No business or commercial building may be erected on any LOT and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any LOT without prior Board approval thereof as elsewhere provided. Notwithstanding the foregoing, builders and developers may be granted the right from time to time to construct model homes and also to erect and maintain temporary sales or construction offices.

2. Division of LOTS. Once platted, no LOTS shall be resubdivided except with the prior written approval of the Board.

3. Garages Required. No house shall be constructed on any LOT without provision for a garage or carport. All carports must be kept in a neat, clean and sightly condition as determined by the Board. Except when a garage is in actual use, garage doors must be kept closed.

4. Signs. No sign of any nature whatsoever shall be erected or displayed on any of the foregoing described lands except where prior written approval of the size, shape, content and location thereof has been obtained from the Board. OWNERS shall not display or place any sign of any character, including "For Rent" or "For Sale" signs except the following signs to be approved by the Board: (a) "Open", not to exceed three (3) square feet, which may be displayed when the OWNER or his designated representative is in attendance; (b) a name plate and an address plate in size and design approved by the Board. This shall not include initial signage and displays approved by the DEVELOPER or the Board.

5. Landscaping. A landscaping plan for each building site must be submitted to and approved by the Board prior to commencement of landscaping operations. All landscaping should be

maintained in accordance with the approved plan, with prompt replacement of unsightly or dead vegetation. No fences, hedges, trees, rock gardens or other forms of landscaping shall be removed from the property without written approval of the Board. The composition, location and height of any fence or wall to be constructed shall be subject to the approval of the Board. The Board shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences. This provision shall be applicable only to the extent the Board shall allow a LOT OWNER to do his/her own landscaping.

6. Maintenance of Shrubbery and Landscape. In order to ensure the beauty of this residential community, all landscaping shall be kept in a neat, green and trim condition. All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition.

7. Maintenance of Exterior of Improvements. The exterior of any improvement constructed, placed or allowed to remain on any portion of the property will be kept in a well-maintained condition so as not to be detrimental to property values. The Board shall have the right of final approval of all exterior color schemes and any changes of colors.

8. No Trailers or Temporary Buildings. No tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any LOT without the written consent of the DEVELOPER (so long as DEVELOPER is a Class B Member) or Board, and no structure of a temporary character, trailer, tent, shack, garage, barn, or other out building shall be used at any time as a residence either temporarily or permanently, except that LOTS or parcels may be used as a sales office and/or construction office during the development of HARBOUR CLUB by the DEVELOPER.

9. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper

connecting points to the building structure in such a manner to be acceptable to the governing utility authority and the Board.

10. Garbage and Trash Containers. All trash, garbage and other waste shall be kept in sanitary Board approved containers, and except during the day of pickup, if required to be placed at the curb, all containers shall be kept within screened, hedged or walled-in areas so they shall not be visible from adjoining streets, LOTS or in the common area.

11. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except operative four-wheel passenger automobiles, shall be placed, parked or stored upon any LOT, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any LOT, except within a building where totally isolated from public view. Any parking of passenger automobiles shall be in the LOT OWNER'S garage, carport or driveway only. No trucks of any kind nor commercial vehicles with signs and/or advertising are permitted to be parked at HARBOUR CLUB between the hours of 10:00 p.m. and 8:00 a.m. unless said truck or vehicle is kept in a LOT OWNER'S garage.

12. Automobile Storage Areas. No automobile garage or carport shall be permanently enclosed or converted to other use without written Board approval.

13. Antenna. No aerial, antenna, or disc shall be placed or erected upon any LOT or affixed in any manner to the exterior of any building in HARBOUR CLUB, without the written consent of the ASSOCIATION. This shall not preclude a common antenna system by the ASSOCIATION or a satellite or cable franchise approved by ASSOCIATION or DEVELOPER.

14. Screening of Air Conditioner Compressors, Garbage Containers and Clothes Drying Area. No portion of any LOT shall be used as a drying or handing area of laundry of any kind, except upon being adequately screened from public view. No window or wall air-conditioning units shall be permitted without the approval of ASSOCIATION. All air-conditioner compressors that are not placed out of public view shall be screened from view and insulated by a

fence, wall or shrubbery so as to minimize any noise.

15. Games and Play Structures. A basketball backboard and any other fixed game and play structure, platform, dog house, playhouse or structure of a similar kind or nature shall not be constructed on any part of a LOT without prior written approval of the Board.

16. Mailboxes. No mailbox or paper box or other receptacle or any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any LOT unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Board. This shall not apply to DEVELOPER.

17. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any LOT or residential parcel which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

(a) Animals. No animals of any kind whatsoever shall be raised, bred, or kept on any LOT, except dogs, cats, or other household pets, provided they are not kept, bred or maintained for any commercial purposes and provided further they are kept so as not to be an annoyance or nuisance to the other property OWNERS. All dogs kept in any residential unit must be maintained on a leash when on property in the subdivision other than such residential LOT. ASSOCIATION may make more stringent regulations regarding pets. No dogs weighing more than twenty-five (25) pounds shall be allowed unless the ASSOCIATION shall approve and the dog owner shall sign a Pet Permission Agreement which, among other things, provides that the dog may be required to be removed from the subdivision if complaints are made. All animal feces shall be promptly removed by the animal owner from all exterior areas and common areas.

(b) Trades. No manufacturing, trade, business, commerce, industry, profession, or any other occupation whatsoever, shall be conducted or carried on in any building

or other structure erected thereon.

(c) Boarding Up Homes. No hurricanes or storm shutters shall be installed or permitted to remain unless they are of a type approved in writing by the Board.

18. Board Approval. In any matter requiring Board approval, the Board approval or disapproval (as required) shall be delivered in writing to the OWNER submitting same. In the event the Board fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced one (1) year after the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.