

RULES AND REGULATIONS
FOR
PARKSIDE AT MARTIN DOWNS

The definitions contained in the Amended and Restated Declaration of Covenants and Restrictions for Parkside at Martin Downs are incorporated herein as part of these Rules and Regulations.

1. The owners and lessees of each Lot shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, and each and every term and provision of the Articles of Incorporation, and By-Laws of the Association.

2. No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks, and streets shall not be obstructed.

3. Any damage to the Common Areas, property, or equipment of the Association caused by any Owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.

4. An owner will not park or position his vehicle so as to prevent access to another Lot. The Owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all Owners.

5. No Owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each Lot Owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.

6. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written approval of the Architectural Control Committee ("ACC").

7. No clothesline or other similar device shall be allowed on any portion of the Common Areas. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

8. All garbage and refuse from the Lots shall be deposited with care in each Owner's private garbage containers, which shall be placed so they are not visible from the Roads or from adjoining Units. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Association Property.

9. All lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of (1) year in duration, and must provide that the lessee shall be subject in all respects to the terms and provisions of the Amended and Restated Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. See Article XVI, item 2 for further details.

10. No motorcycle, all-terrain vehicle, truck, trailer, boat, van, camper, motor home, bus, commercial vehicle, or similar vehicle shall be parked on any part of the Properties, any driveway, or designated parking space within the Properties except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Properties as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans (including full size and mini-vans) which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. If at the discretion of the Board, the vehicle is not towed, a fine of \$50.00 USD will be imposed for each violation as described in the Fines System Procedure, however before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Covenants Committee, a committee of other Owners who are not Board members or related to nor reside with Board members. Fines shall be collected as a Special Assessment and shall be added to the next payable quarterly assessment.

11. No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.

12. Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guests, or lessees shall be made in a certified letter to the Association and shall be signed by the complaining Lot Owner.

13. At the April 17, 2021 Parkside Board of Directors Meeting, the Board approved the motion that all roof repair work that is to be performed must be submitted to the ACC for approval prior to the performance of the repair work.

14. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board.

15. These Rules and Regulations may be modified, added to, or repealed in accordance with the By-Laws of the Association.

By Resolution of the Board of Directors of
Parkside at Martin Downs Homeowners
Association, Inc.

ACTIVE: April 17, 2021