

IVY RIDGE PATIO HOME ASSOCIATION, INC.

RULES AND REGULATIONS

Effective January 2022

The Board of Administration of the Council of Co-Owners for Ivy Ridge Patio Home Association, Inc. (hereinafter referred to as the "Board"), under authority conferred by both the Master Deed for Ivy Ridge and the By-Laws of Ivy Ridge Patio Home Association, Inc., hereby adopts the following Rules and Regulations (hereinafter referred to as the "Rules") for Ivy Ridge.

1. Wherever in these Rules there is reference to "Unit Owners", such term shall be intended to apply to the Unit Owner of any Condominium Unit, and to any guests, residents or invitees of such Unit Owner, or tenant of such Unit Owner. Wherever in these Rules reference is made to the "Board", such reference shall include the Board and the management agent where such authority is delegated by the Board to such management agent.
2. Nothing shall be done or maintained in any Condominium Unit or upon any common elements which would be in violation of any law or local ordinance.
3. No noxious or offensive activity shall be carried on within or outside any Condominium Unit nor shall anything be done or be permitted to remain in any Condominium Unit or on the common elements which may be or become a nuisance or annoyance to the other Unit Owners.
4. Unit Owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts, or convenience of any other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television, or musical instrument in their Condominium Unit sufficiently reduced at all times so as not to disturb other Unit Owners in any building.
5. Unit Owners shall not permit any act or thing deemed extra-hazardous on account of fire or that will increase the insurance rate on the premises. Unit Owners shall not keep any gasoline or other explosives or highly flammable material in said premises.
6. No burning of any trash and no unreasonable, unsightly, or offensive accumulating smell, or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any Condominium Unit or upon any common element except where expressly authorized by the Board. Trash and garbage containers shall not be permitted to remain in public view except at garbage pick-up points on scheduled pick-up days.
7. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the written approval of the Board.
8. The entrances, doorways, steps, and approaches thereto shall be used only for ingress and egress.
9. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be maintained upon any common elements at any time.
10. No clothing, laundry, rugs, wash, or any other item shall be hung from or spread upon any window, patio area, or exterior portion of a Condominium Unit or in or upon a general common element.

11. All personal property placed in any portion of a Condominium Unit or any place appurtenant thereto shall be at risk of the Unit Owners and the Board shall in no event be liable for the loss, destruction, theft, or damage to such property.
12. The maintenance, keeping, breeding, boarding, and raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Condominium Unit or upon any common elements, except that this shall not prohibit the keeping of **no more than two** small dog(s), cat(s), or caged bird(s) as domestic pet(s) provided that they are approved, in advance, in writing by the Board, and they are not kept or maintained for commercial purposes or for breeding. Dangerous breeds, as defined by local ordinances, shall never be allowed. Areas within the regime may be designated as the sole areas for curbing animals. Provided, however, each owner shall be responsible for cleaning up and removing animal feces from any area of the property including the designated area. A fine of twenty five dollars (\$25) per incident is hereby imposed upon the offending owner. In no event shall any animal be permitted in any of the common elements of the property unless carried or on a leash. The owners of such animal shall indemnify the Council of Co-Owners of Ivy Ridge and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on the property. If a dog or other animal becomes a nuisance to other Unit Owners by barking, by eliminating in undesignated areas (designated areas may be set by the Board) or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Board, shall be required to dispose of the animal.
13. All persons shall be properly attired when present on any of the common elements. Proper bathing suit attire shall be worn by all persons while at the pool. Any guests at the pool must be accompanied by the Unit Owner.
14. Solicitors are not permitted on the property without consent of the Board. If you are contacted by one, notify a Board member immediately.
15. The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted on the parking areas. Fully maintained conversion vans, SUV's and RUV's shall be deemed to be an automobile for the purpose of this section.
16. All Unit Owners must observe and abide by all parking and traffic regulations as adopted by the Board or local ordinances. Vehicles parked in violation of any parking rules or regulations may be towed away at the owner's sole risk and expense; with the cost of moving or towing being added as part of the responsible Unit Owner's maintenance charge. Violators of traffic regulations committed within Ivy Ridge may be subject by the Association to the levy of a fine of up to \$50.00 per incident.
17. No buses, trucks, motor homes, trailers, or commercial vehicles shall be parked in the parking areas or driveways, except for vehicles utilized for moving the contents of a unit, and other deliveries not to exceed six (6) hours in duration per one visit.
18. No boats, motorcycles or campers shall be parked or stored in parking areas.
19. Parking so as to block sidewalks or driveways shall not be permitted. Each Unit Owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Council of Co-Owners of Ivy Ridge harmless for any and all damages or losses that may ensue.

20. Toilets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The costs of repairing any damage resulting from misuse of any of the same shall be borne by the Unit Owner causing such damage.
21. The planting of trees, shrubbery, and crops or landscaping of any type is prohibited in the general and limited common elements immediately adjacent to the condominium units without prior written approval by the Board. All plantings within the limited common areas (patios) shall be the responsibility of the affected Unit Owner. The Council of Co-Owners, however, shall have the authority to properly maintain neglected limited common areas. The costs of such required maintenance, after written notice and demand for payment from the owner, shall, if remaining unpaid after ten (10) days, become a special assessment and lien against the affected unit and owner.
22. No architectural improvements or modifications can be made to limited common areas surrounding a unit without prior written approval of the Board. This includes ANY change or addition to the exterior of your unit, including but not limited to, patios, walls around patios, doors, windows or lighting. Any contractor hired by the Unit Owner should be covered by worker's compensation and liability insurance and a copy of such certificate of insurance provided to the Board by attaching such certificate(s) to the application. Walls around patios must be constructed of stone (not brick) and no more than 27 inches in height. Applications for approval are available in the clubhouse.
23. No changes to landscaping in the limited common area surrounding a unit may be made without prior written approval of the Board including the removal or addition of any shrubbery and/or trees. The planting of small flowers is allowed at the Unit Owner's expense and care. If mulch is added, it must be black hardwood mulch or such other mulch that is Board approved for entire community use. Any contractor hired by the Unit Owner should be covered by worker's compensation and liability insurance and a copy of such certificate of insurance provided to the Board by attaching such certificate(s) to the application for approval. Applications for approval are available in the clubhouse.
24. No exterior or landscape lighting may be installed by the Unit Owner without prior written Board approval. External lights shall be shielded or hooded and must be located and constructed so that they do not create a nuisance or hazard. The lighting footprint must project downward and cannot project beyond the property boundaries. Fixture locations must be shown on the elevation plans. No fixture may be placed more than a maximum height of 10 feet above the adjacent walking surface. Catalog sheets or photographs depicting the proposed fixture are required for review and approval prior to installation. At any time the Board may evaluate unduly bright lights that create a nuisance to adjacent Unit Owners or if lighting complaints are received. Safety consideration will be balanced against aesthetic/nuisance considerations in applying these restrictions.
25. Employees and agents of the Board are not authorized to accept packages, keys, money (except for condominium charges) or articles of any description from or for the benefit of the Unit Owners. If packages, keys, money, or articles of any description are left with the employees or agents of the Board, it shall be at the sole risk of the Unit Owner. The Board does not assume any responsibility for the condition in which deliveries are received.

26. Deliveries requiring entrance to a Unit Owner's Condominium Unit will not be accepted unless the Unit Owner has signed an admittance slip and left a key. The Board cannot assume any responsibility for the condition in which deliveries are received.
27. Should an employee of the Board, upon request of a Unit Owner, handle, move, park, or drive any automobiles placed in the parking area, then and in every such case, such employee shall be deemed the authorized agent of the Unit Owner. The Board shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.
28. Any damage to the equipment, facilities, or grounds of the common elements caused by a Unit Owner, his family, pets, invitees, guests, agents, or contractors shall be repaired at the expense of the Unit Owner.
29. In compliance with Section N of the Master Deed of Ivy Ridge, each Unit Owner shall provide the Board of Administration with a Certificate of Insurance from their insurer, showing that they have the required property and comprehensive personal liability insurance in effect; said certificate to provide a thirty- day notice to the Board prior to cancellation of insurance.
30. The Unit Owner shall comply with all the Rules and Regulations herein above set forth and with any other rules which the Board, in its discretion, may hereafter adopt.
31. No personal property shall be left unattended on the grounds of the common elements (i.e., all areas outside patios and building walls including driveways). This includes all personal property such as grills, patio and/or lawn furniture. These items shall be kept either in the unit, garage or on the patio. Bicycles must be kept in the garage.
32. All allowed vehicles shall be kept in the owner's garage or driveway except that guests may use common parking areas for a reasonable time (not to exceed seven (7) days).
33. **The Clubhouse is for the use of residents only.** A list of events shall be maintained on the community calendar. Providing the schedule permits, unit owners may host a number of guests as determined by the Board in their use of the Clubhouse.
34. Clubhouse Rentals: A Unit Owner may rent the clubhouse for a private party or event. To do so, a Clubhouse Reservation Form must be submitted to the designated clubhouse representative along with the fees specified on the form. The name, time and phone number of the renter should be added to the calendar in the foyer of the clubhouse. Reservations can be made not earlier than two months prior to the event and cancellations should be made six (6) days before the event to avoid forfeiture of fees. With the consent of the Board, holidays (such as Thanksgiving Day) are available for rental only when community wide functions are not scheduled, when such rental does not interfere with community use of the pool, and at such other discretion of the Board. **The swimming pool and exercise room are reserved for the exclusive use of the Ivy Ridge residents and are not to be used by guests on the rental dates.** The maximum number of persons during the rental period cannot exceed sixty (60). **The interior of the clubhouse and exterior pool area shall be smoke- free areas without exception.**
35. Units are not to be leased or rented unless very specific conditions exist. Units are not to be leased for short-term rentals (commonly known as "Airbnb") under any circumstances.
36. Monthly maintenance fees are due on the 1st of every month. There shall be a 10% late payment penalty assessed on any payment made on or after the 15th day of each month, which shall be

payable for each month of delinquency beginning with the initial month. Monthly fees are not subject to credit or set-off without prior written approval of the Board.

Certificate of Adoption

The undersigned hereby certifies that the foregoing Rules and Regulations were hereby properly adopted by the Board of Directors, Council of Co-Owners of Ivy Ridge Patio Home Association, Inc.

on this _____ day of _____, 20__.

President: _____ Council of Co-Owners of Ivy Ridge
Patio Home Association, Inc.

Vice-President: _____