

THE HIGHLANDS OF LEGEND OAKS PROPERTY OWNERS' ASSOCIATION

CODE OF CONDUCT

Approved on June 30, 2008

ARTICLE IX, Unit Restrictions: At present the MASTER DEED has twenty-seven restrictions placed upon Unit owners, their families, guests and lessees, as follows:

Section 9.1 Rules and Regulations. The Board may from time to time adopt or amend rules and regulations governing and restricting the use and maintenance of Common Areas, both General and Limited Common Areas provided, however, that copies of the rules and regulations shall be furnished each Owner prior to the time the same shall become effective. No amendments or changes to the rules and regulations shall be made that may be in conflict with any clauses or provisions of the Master Deed or the By-Laws.

Section 9.2 Owner's Responsibility. The rules and regulations contained hereinafter shall be in effect until added to or amended by the Board of Directors and/or the Association and shall apply to and be binding upon any Owner and tenants, lessees or guests. The Owner, tenants, lessee and guests shall obey the rules and regulations at all times and shall use their best efforts to see that they are observed in full by their families, guests, invitees, servants and persons over whom they may exercise control and supervision.

Section 9.3 Residential Use. Except Units in the Condominium designated as Garage Units (18 Garage Units), all Units (88 Units) shall be used for private purposes exclusively, except such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Furthermore, no Unit may be occupied by more than the permitted number of heads of households and their family pursuant to county and state zoning regulation and law. No improper, offensive or unlawful use shall be made of the Property nor any part thereof, and all valid laws zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of such Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

Section 9.4 Obstruction. **No toys and clutter in the entryways, hallways, or screened porches.** The entrances, passages, corridors, stairways, and parking areas and other Common Areas or Limited Common Areas of the Project shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the Project and/or Units and other purpose for which they are intended and no carriages, bicycles, mopeds, wagons, carts, chairs, benches, tables, toys or other objects, or things regardless of the nature thereof shall be left or stored therein.

Section 9.5 Persons. **No playing in the hallways.** No person shall play or loiter in the hallways, corridors, stairways or public areas of a similar nature in the Project.

Section 9.6 Storage. Except for storage allowed in Garage Units, all other personal property of an Owner shall be stored in their respective Residential Unit. No structures of a temporary character, trailers, tents, shacks, barns or other outbuildings shall be erected by any Owner or occupant on any portion of the Common Area.

Section 9.7 Articles. **No items can be stored on screened porches or in hallways or on the exterior of the building.** No garbage cans, supplies, bottles or other articles shall be placed in the corridors, on the balconies, decks, patios, stairways, any Common Area or Limited Common area of the Project, nor shall lines, cloths or clothing, be exposed on any part of the windows, doors, or balconies, decks, patios, or be exposed on any part of the Common Area or Limited Common area unless written permission is obtained from the Association.

Section 9.8 Debris. Common Areas or Limited Common Areas shall be kept free of rubbish, debris, garbage or unsightly material.

Section 9.9 Safety. Owners shall take reasonable precautions not to permit anything whatsoever to fall from his or her Unit nor shall he or she sweep or throw from the Unit or other part of the Project any dirt or substance into the corridors, halls, balconies, decks, patios or other similar areas in the condominium.

Section 9.10 Trash. Refuse, rubbish and garbage shall be disposed of in a manner provided for and not placed outside in the corridors, hallways, balconies, decks, patios or stairways, etc. at any time for any reason.

NOTE: All trash must be placed INSIDE the dumpsters and never left outside. All boxes should be broken down. Furniture should never be disposed of at the dumpster area. Boxes and furniture should be taken to a recycling center.

Section 9.11 Windows. **White window treatments only.** The Owners of any Unit shall, at his or her own expense, clean, repair, and maintain both interior and exterior surfaces of all windows. Drapes or shades covering the windows in individual Units shall be completely lined with white lining, except those drapes or shades used in the model units for such time as they are used as model units.

Section 9.12 Employees of the Association. Employees of the Association (if any) shall not be sent out of the Project by Owners at any time for any purpose other than at the Direction of the Board of Directors. Neither shall employees of the Association come in and service or repair or replace items that are the responsibility of the Owner of a Unit while working for the Association.

Section 9.13 Fire Equipment. Fire prevention and firefighting equipment, if any, throughout the Project shall not be tampered with.

Section 9.14 Parking. **No commercial vehicles.** The parking spaces and facilities shall be used exclusively for parking of automobiles except upon written consent of the Board of Directors and then only in areas designated by the Board. Vehicles shall be parked only in appropriate marked spaces or designated area in which parking may or may not be assigned. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Except as herein provided, no trailers, tractors, campers, wagons or trucks that exceed three-quarter ton or other commercial type motor vehicles shall be parked within the Project except vehicles while loading and unloading at any designated loading area. No repair work on motor vehicles shall be allowed in the parking spaces except emergency repairs. Only legally registered and operating vehicles are permitted on the grounds of the Project. Automobiles or other allowed motor vehicles shall not be washed in the parking spaces or upon the grounds of the Project.

Section 9.15 Noises. No Owner, his family, servants, employees, agents, visitors, guests, invitees, licensees, tenants or lessees shall make or permit any disturbing noises in the Common Area or Limited Common Area or his or her Unit. Nor shall any such person do or permit to be done anything that will interfere with the rights, comfort or convenience of the remaining Unit Owners or occupants. No Owner or occupant shall play any musical instrument, phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Unit Owner or occupant. Wired stereo systems on the porch of any Unit is prohibited.

NOTE: Please see restrictions on hard surface flooring installation.

Section 9.16 Pets. Pets shall be kept or maintained on or about the Project only if the Owner is granted a conditional license to maintain one (1) pet by the Association. Such a license will be granted subject to the following conditions and reservation:

- (a) Acceptable Pets: **One pet only. Must be under 30 pounds. Highlands pet license is required.** Unless the Board of Directors grants a waiver of this condition, the only pets permitted on the Project property shall be dogs which are under thirty (30) pounds when fully grown and cats, small birds and fish. *NOTE: The board does not grant waivers. The one pet rule and size restriction is enforced.*
- (b) It shall be the responsibility of the Owner to pay for any and all cost involved in restoring to the original new condition any damage caused to the Project property by a pet.
- (c) An Owner shall be financially responsible for any personal injury or personal property damage caused to any owner, tenant, guest, employee of the Association, or to any member of the public as a result of the Owner's maintenance of a pet.
- (d) Pets must be carried in arms or on a leash when taken outside of a Unit.
- (e) Pets shall not be permitted in the public rooms under any circumstances. Pets must not be curbed near the buildings, walkways, shrubbery, gardens, planting areas or public space. Each Owner shall be responsible for cleaning up or removing from the Property any pet waste.
- (f) Guests, tenants and Visitors of an Owner shall not be permitted to bring any pets onto the Project property other than those allowed in Section 9.16(a).
- (g) The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Unit Owners or occupants or is otherwise a nuisance.

Section 9.17 Advertising. **No signage.** No ads, signs, posters, or advertisement of any kind shall be posted on the walls, windows or doors in the interior or exterior of a Unit or the Common Area or Limited Common Area of the Project. Under no circumstances will signs offering the Unit for rent or sale be posted on the interior or exterior of a Unit or Common Area or Limited Common Area except in a form and in such location as provided by the Association. The provisions of this subsection shall not be applicable to the Developer or institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided by law for such mortgage or as a result of foreclosure.

Section 9.18 Leasing of Units. Units may be rented according to the following provisions:

(a) **Copies of all leases shall be deposited with the Association.** *(If you rent your unit you must send a copy of the lease to the management company.)*

(b) Tenants shall abide by the Association's rules and regulations and failure to do so shall result in the immediate eviction of the offending tenant or tenants.

(c) The lease for any Unit within the Project shall contain provisions to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of this Master Deed and the By-Laws and to other reasonable rules and regulations imposed by the association.

Section 9.19 Air Conditioning Units. No Owner shall install or cause to be installed window units or wall air conditioning units. Only condenser units tied into an approved system, and approved in writing by the Board of Directors of the Association may be placed on the balconies, decks or patios.

Section 9.20 Hazard. **No grilling allowed.** Nothing shall be done or maintained in any Unit or upon any Common Area or Limited Common Area which will increase the rate of insurance on any Unit or the Common Areas or Limited Common Areas, or result in the cancellation thereof, without the prior approval of the Board of Directors. Nothing shall be done or maintained in any Unit which would be in violation of any law. *Barbecuing (grilling) is absolutely prohibited upon the Common Areas, balconies, decks, patios, screened porches or in any Units provided,* however, that barbecuing is permitted in the area designated for same shown on Exhibit B. (Picnic area is located between the 130 and 140 buildings).

Section 9.21 Commercial Activities. No Unit or Common Area or Limited Common Area shall be used for commercial activities of any charter. This subsection shall not apply to the use of the Common Area or Limited Common Area and of a Unit owned by the Developer for display, marketing, promotional or sales purposes or as "model" Condominium Units.

Section 9.22 Wiring. No radio, television, or CB installation or other wiring shall be installed on the exterior of the Building. Any installation of wiring made without consent is liable to be removed without notice and at the cost of the Owner for whom such wiring was installed.

Note: Satellite dishes cannot be installed on the exterior of the building. No wiring can be installed on the building. Satellite dishes must be placed on screened porches and be no taller than 36”.

Section 9.23 Exterior Walls and Balconies. **Nothing can be hung on the outside entry walls or screened porches.** No Owner shall paint, modify, attach to, or improve the walls or balconies of his Unit except with the previous written consent of the Board of Directors of the Association. No bicycles or trash containers may be stored on the balconies or patios of Units. *Grills are prohibited.* Lawn furniture and may be stored on balconies or patios of Units if such items are not taller than 36" high and cannot be visibly viewed from other Units or other portions of the Property.

Section 9.24 Awnings. No blinds, shades, glass, jalousies, ironwork, screen, awning, panels or covering shall be affixed or attached to the outside of the building or the exterior windows, doors, balconies, decks,

patios or interior doors leading onto the corridors without the previous written consent of the Board of Directors of the Association.

Section 9.25 Time Sharing. Subject to applicable law, no time sharing or vacation time sharing plans are permitted to be entered into by the Owner or their agents, tenants, guests, or invitees. Further, subject to applicable law, no Owner may sell his or her Unit on a time share plan (even though the purchaser received an undivided fee simple deed) or lease his or her Unit on a vacation time share leasing plan which otherwise means arranging, planning, or similar device whereby membership agreement, lease, rental agreement, licenses, use agreement, security, or other means whereby a tenant and/or purchaser receives a right to use accommodations or a Unit or facilities or any of the above, but does not receive an undivided fee simple interest in the property for a specific period of time during a given year.

Section 9.26 Right of Access to a Unit. **Keys cannot be changed without notice.** The Board of Directors or its designated agent may retain a key to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement of any of the Common Areas therein or accessibility therefrom, or making emergency repairs therein necessary to prevent damage to the Common Areas, Limited Common Areas or other Units within the Condominium. No Unit Owner shall alter any lock or install new locks on any door of the premises without providing the Board of Directors (management) a key.

Section 9.27 Use of Common Areas. Each Owner, tenant, or occupant of a Unit may use the Common Areas for the purpose for which it was intended, without hindering or encroaching upon the lawful rights of the other Owners, tenants or occupants.

Any violation of any of these preceding restrictions shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Owners and the Board shall the powers and duties as are set forth in this Master Deed and the Charter and By-Laws attached thereto.

A copy of these rules should be posted for easy access and reference in each unit.