

# REGULATIONS

FOR

# Barr Lake

*REVISED: March 11, 2015*  
*REVISED: June 17, 2015*

## INTRODUCTION

This document, the Regulations for Barr Lake defines and extends some of the rights and authority granted to the Developer and to the Association (when empowered by a partial or total transfer of control of authority from the Developer) by the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Barr Lake (Declaration). Further, this document creates additional Regulations for the entire Community, for the use of lots and Common Areas within the Community and for the actions and behavior of all property owners, their family members, guests, invitees, licensees and permittees, while residing in and visiting the Community or while using Common Areas and facilities within the Community. Additional Restrictions and Regulations are set out in the Declaration.

We encourage you to review this document, to familiarize yourself with the Regulations that are set out here and in the Declaration, as well as the requirements spelled out in the Architectural Guidelines and to embrace the standards established by these three documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within the Community.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, as amended, and should there be any conflicts between these Regulations and the Declaration, the Declaration shall control.

## SCOPE OF AUTHORITY GRANTED

The scope of the authority granted to the Developer and later to the Association, is set out in the Declaration, which encumbers every Lot, road right-of-way and all Common Areas (if any), as well as in the Association's By-laws. In addition to creating certain specific Restrictions and Regulations, the Declaration authorizes the Developer (and later the Association) to create additional Regulations for the Lots, road right-of-ways and Common Areas. The Developer (and later the Association) is also authorized by the Declaration to amend those Regulations contained in this document and the Architectural Review Guidelines as well as any other Regulations that the Developer or the Association might create and add to these documents from time to time.

To assure compliance with the Declaration and this document, the Declaration and this document make available to the Developer and the Association, remedies to enforce the Declaration and any restrictions or Regulations set out in the Declaration or in this document. Additionally, the Declaration defines the Developer's and the Association's authority to waive or grant variances to specific Regulations.

## VARIANCES

The Developer or the Association, When Empowered, shall have the right to, as determined in its sole discretion, waive or grant temporary or permanent variances to any Regulation set out in this document that are not violations of the Declaration. All variances shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. **Nothing herein shall be deemed to allow the Board of Directors to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction.**

## DEVELOPER'S RIGHT TO OVERRIDE

Until one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer may, in its sole discretion: amend the Regulations of the Association; waive the violation of any Regulation issued by the Association; grant variances to the Regulations of the Association; veto any modification to the Regulations proposed or implemented by the Association; override any attempt by the Association to enforce or implement the Regulations; and require the Association to enforce and implement any provision of the Regulations.

## VIOLATIONS: NOTICE, APPEAL AND REMEDIES

### NOTICE OF A VIOLATION

Notice of violation of the Declaration and the By-Laws of the Association or of the Regulations of the Association shall be posted on a Lot or written notification from the Developer or the Association shall be sent to the Lot Owner at the address shown in the records of the Association. Notices shall site: the nature of the violation, the corrective actions required, the date of the notice and the deadline for compliance or the time in which the corrective action must be completed and an address for written response from the Lot Owner in violation, if any.

### APPEAL/RESPONSE TO NOTICE OF A VIOLATION

Except in the case of an emergency, which shall be denoted on any notice of a violation, or as otherwise provided in these Regulations, the By-laws, or the Declaration, Lot Owners shall have a period of seven (7) days from the date of notice indicated upon the notice of a violation (or such other period as stated in the notice) in which to contest the initial finding of the Developer or the Association with respect to a violation, any corrective actions that it may require, or the time frame allowed by the Developer or the Association for completion of the corrective action. Any request for appeal submitted by an Owner shall be in writing and shall be delivered to the location noted on the notice for response prior to 5:00 PM on the seventh (7th) day or the date stated in the notice of violation.

Upon the appeal of an initial decision of the Developer or the Association by a Lot Owner, the Developer or the Association, When Empowered, shall determine what action by the Lot Owner, if any, is appropriate and warranted and shall notify the lot Owner of its decision providing a timeframe for compliance, if any is required. The decision of the Developer or the Association, When Empowered, shall then be final and may no longer be appealed. Neither the Developer nor the Association, When Empowered, is mandated by an appeal to allow additional time for compliance by a Lot Owner, but may do so it its sole discretion.

If the Lot Owner does not submit a written request for appeal of a decision of the Developer or of the Association, When Empowered, within the seven (7) days (or such other

period set out in the notice) or does not correct the violation within the time specified in the notice, and if the Developer or the Association, When Empowered, determines that Assessments for Non-compliance and/or corrective action are warranted, the Developer or the Association, When Empowered, may take corrective action at the Lot Owner's expense and the Association may levy all appropriate Assessments.

## REMEDIES FOR NON-COMPLIANCE

In accordance with the Declaration, the Developer or the Association may levy an Assessment for Non-compliance against the Lot of any Lot Owner who fails to comply with a notice of violation from the Developer or the Association. Though some of the other remedies of the Developer and the Association, When Empowered, are more specifically defined in the Declaration and in the By-laws of the Association, upon notice to any Lot Owner, the Developer or the Association, When Empowered, shall have the right to require that any violation of the Declaration, By-laws, the Architectural Guidelines and these Regulations be corrected within a reasonable time frame provided in that notice and, unless otherwise provided in these documents, to take appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Developer or the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot.

## GENERAL REGULATIONS

### PROPERTY MAINTENANCE AND USE

#### USE OF PROPERTY

Unless otherwise designated in a Supplemental Declaration filed by the Developer for additional phases of the Community, all Lots shall be used for single-family residential purposes only, and no commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Developer or the Association, When Empowered. The term "business" shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. **The Association shall at all times have the authority to determine in its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval by the Association in order to be conducted. It is therefore prudent for a Lot owner to consult the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and if approval is required, to**

**obtain that approval in writing.**

Nothing herein shall prevent the Developer or any builder of homes in the Community approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in the Community, including the establishment of one or more model homes; or, to the extent allowed by applicable zoning laws, a private office to be maintained in a dwelling located on any of the Lots, subject to any and all conditions established by the approval granted by the Developer or the Association, When Empowered.

Notwithstanding the above, the leasing of a home on a Lot shall not be considered a trade or business within the meaning of this section. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, the Regulations and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and the requirements under these documents and for the actions of the tenant and of their guests.

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing in a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements for the Properties and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the Properties who do not reside on that Lot or in the Properties or door-to-door solicitation of residents of the Properties in any way; and (d) the business activity is consistent with the residential character of the Properties and does not constitute any sort of a nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Developer or the Association, When Empowered. No signage, advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Properties or within a public road right-of-way abutting the Properties without the approval of the Developer or the Association, When Empowered.

**LOT OWNER'S RESPONSIBILITY**

The Declaration requires that each owner comply with the Regulations. It is the responsibility of each lot/home owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members, guests, invitees, licensees and permittees do so as well. Failure on the part of an owner to acquire or to be provided with a copy of the Declaration, the Architectural Review Guidelines or the Regulations or to review these documents upon receipt does not in any way minimize the rights of the Developer or the Association, When Empowered, to enforce the terms of these documents or relieve an owner of the obligation of that owner, its family, its guests, its invitees, its licensees or permittees of their obligation to comply with these documents or the regulations set out in them.

## MAINTENANCE ROAD RIGHT-OF-WAY

As further defined in the Declaration, unless designated as a Common Area or unless the responsibility for maintenance of this area is assumed by the Association as part of the Area of Common Responsibility, each homeowner shall be responsible for the installation (if landscaping acceptable to the Association does not already exist) and continued maintenance of landscaping in any portion of the road right-of-way that exists between the back of the curb (or the actual pavement, where no curbing exists) and their property line. As with all Structures located upon a Lot, including landscaping, the installation of all Structures located within these areas shall be subject to the approval of the Association and the quality of maintenance within these areas shall be subject to the standards established by the Association. All remedies available to the Association for the failure of a Lot Owner to obtain approval for the installation of a Structure or for failure of a Lot Owner to properly maintain a Structure in these areas in accordance with the standards established by the Association, including landscaping, shall be the same as those remedies available to the Association for Lot Owners who fail to properly obtain approval, install and maintain Structures on their Lots.

## WINDOW TREATMENTS:

Window treatments and blinds that are viewable from the exterior of a home are to be white or off white in color (or as otherwise set out in the Architectural Guidelines) and must be kept in good repair at all times.

## UNSIGHTLY OR UNKEMPT CONDITIONS:

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No Lot or Structure on a Lot within the Properties shall be used, in whole or in part, for the storage of any property or thing that will in the sole opinion of the Developer or the Association, cause such Lot or Structure to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of Barr Lake or the surrounding property. As set out in the Declaration, all Lot Owners are responsible for the maintenance of landscaping and the removal of debris from their Lot. In addition, whether addressed in the Declaration or not, all Lot Owners shall be responsible for the maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their lot.

All exterior porches, patios and other Structures of this type as well as other locations on the lot that can be viewed from another Lot or the street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on a Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Developer and of the Association, When Empowered. No appliances shall, at any time, be stored on an exterior porch, patio or other like structure.

## GARAGE DOORS:

Garage doors are to remain closed at all times when access is not required, with the exception of periods when continued access is required for the completion of a project or activity. In this event, garage doors may not be left open for periods in excess of twelve (12) hours and in no case overnight. The practice of leaving garage doors open for activities and projects for extended periods shall not become frequent, continuous or habitual and the frequency of leaving garage doors open to view from the street shall not constitute a nuisance to other Lot owners in the Community. The determination of what constitutes a nuisance, of what constitutes an acceptable period of time for a garage door to remain open and of what frequency is acceptable shall solely be that of the Developer or the Association.

## GARBAGE AND REFUSE DISPOSAL, GARBAGE CONTAINERS:

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and which are approved by the Developer or the Association, When Empowered, and screened from public view in a manner acceptable to the Developer or the Association, When Empowered. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No burning of any trash (except as approved by the Developer or the Association, When empowered) and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Developer or the Association, When Empowered. Should the Owner fail to remove the refuse within the period set out in the written notice, the Developer or the Association, When Empowered, shall have the right to see that the refuse is removed by an appropriate party and to have the Association assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Association's continuing lien on the lot.

The size, type and storage location of all garbage containers shall be approved by the Developer or the Association, When Empowered. Except on the day of pickup by the garbage collector, all containers shall be located in a garage or in rear yards or side yards, screened or walled from front streets and adjoining properties in a manner approved by the Developer or the Association, When Empowered. Containers shall not remain on the street past 9:00 AM on the morning following pickup.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Properties, except that fertilizers may be applied to landscaping on Lots and in Common Areas, provided care is taken to minimize run-off. For a limited period of time acceptable to the Developer or the Association, When Empowered, and subject to additional conditions set by the Association or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or a provider contracted by that governmental entity for its removal, trash

and debris acceptable to the Developer or the Association, When Empowered may be placed on the roadside for normal pick up. Upon notice from the Developer or the Association, When Empowered, that the type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or debris has or will remain in view is unacceptable, an owner shall remove such trash and debris from view of the street and other Lot Owners or from the Lot if directed to do so by the Developer or the Association, When Empowered.

Each Owner or Builder shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in a standard size dumpster or other appropriate receptacles and removed regularly from Lot and shall not be burned (except in a manner approved by the Developer or the Association, When Empowered), buried or covered on the Lot. Any Lot on which construction is in progress may be policed prior to each weekend, and during the weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

### COMBUSTIBLE LIQUID:

There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency operation of household heating and cooking appliances, for gas fireplaces and for the operation of lawn mowers and similar tools or equipment. Larger quantities (over 5 U.S. Gallons) must be approved by the Developer or the Association, When Empowered.

## BEHAVIOR

### OFFENSIVE ACTIVITIES:

No immoral, improper, noxious, offensive or illegal activities (including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be the determination of the Developer or the Association, When Empowered) shall be carried on upon any Lot, Common Area or any other portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in the Community or any person using any lot or common area within the Properties, as determined by the Developer or the Association, When Empowered, in its sole discretion. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Developer or Authority, When Empowered, shall be located, installed or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having



jurisdiction shall be observed.

## QUIET ENJOYMENT

The development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

TV's, radios, stereos shall be played at reasonable levels at all times and the same shall not be played so as to be heard outside of the home in which being played between 11:00 P.M. and 9:00A.M.

## GUNS, WEAPONS AND NOISEMAKERS:

The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation devices that make excessive noise or that eject a projectile a distance of more than 15 feet, "B-B" guns, pellet guns, slingshots, firecrackers, and firearms of all types (regardless of size) or any comparable weapons or noisemakers. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration. Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, the Association shall not be obligated to take action to enforce this Regulation.

## VEHICLES AND PARKING

### INOPERATIVE AND UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS:

No inoperative or unlicensed vehicles may be parked on a lot except in a garage. No auto maintenance or repairs of a commercial nature (maintenance or repairs other than on your own vehicle) or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repair is permitted. Minor maintenance and repairs shall be oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) hours or that may in no way create excessive noise or draw undue attention to the activity. No vehicles, of any type, without mufflers shall be allowed on premises.

### COMMERCIAL AND RECREATIONAL VEHICLES:

No commercial vehicles, motorcycles, boats or boat trailers, "jet skis", personal water craft or other watercraft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all terrain vehicles, go-carts, mini bikes, motorcycles (except licensed street bikes as determined by the Developer or the Association, When Empowered), scooters, golf carts, other towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street within the Community or on any paved or non-paved area of a Lot or adjacent Lot, unless such vehicle is parked inside a totally enclosed Structure or screened area specifically approved for that purpose by the Authority. Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. This provision shall not apply to the Declarant or to any Builder in the process of

constructing approved improvements.

The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

### PASSENGER VEHICLES:

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot or the Area of Extended Lot Owner Responsibility, specifically landscaped areas, sidewalks and walkways, other than other paved areas designed for that purpose. All passenger vehicles may be parked in garages or on driveways (parking on any portion of sidewalks or walkways is prohibited), unless the Developer or the Association, When Empowered, determines that the number of vehicles or their type or condition is not detrimental to the good of the Community. Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an “available” parking location).

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a lot owner shall not be allowed if it is frequent, habitual or continuous and parking on the street of a passenger vehicle of a lot owner or of the temporary guest of a lot owner shall only be allowed if it is temporary in nature (less than six (6) hours) and in a manner or location that is neither a nuisance to any other lot owners, unsafe or hazardous to traffic or to persons within the Community. Hazardous and unsafe parking includes the parking of vehicles in any manner that blocks or impedes use of the sidewalks or walkways.

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a guest of a lot owner that is actually residing in the home of that lot owner overnight or for a limited period of time (no more than seven (7) days) is permitted, as long as the manner or location are not a nuisance to other lot owners, prohibits use of the sidewalks or walkways, or is deemed by the Association to be unsafe or hazardous to traffic or to persons within the Community. The parking of the vehicle of the guest of a lot owner who is residing in the home of that lot owner overnight or for a longer period shall be permitted as long as the vehicle is not parked on the street for more than twelve (12) hours in any forty-eight (48) hour period or, based then upon special circumstances, only if approved by the Association for longer periods.

An example of parking that would constitute a nuisance to other lot owners would include, but not be limited to, blocking or impeding the use of a driveway by another homeowner, or blocking or impeding use of a walkway or sidewalk. Examples of parking in a manner that is unsafe or hazardous shall include, but not be limited to, parking in a manner or location that: interferes with appropriate site-distance for the roadway, is on a hill where visibility is limited, is on a curve where visibility is limited, is near an entrance or intersection or is near a common areas where children might be playing or where other persons might collect on a frequent basis.

No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Authority.

In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a lot, a commercial or passenger vehicle, commercial maintenance and repairs, a nuisance to other

lot owners, improper parking and unsafe or hazardous parking. **The Association may tow or otherwise remove any vehicle or passenger vehicle parked in violation of this Regulation after notice to the Lot Owner of the violation, immediately in cases of a hazard or an emergency or upon the continued violation by that Lot Owner or the Lot Owner's guest, after the initial notice is provided to that Lot Owner.**

## **CHILDREN:**

Children are always to be supervised by a responsible adult and not left to their own discretion.

## **ANIMALS AND PETS:**

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable numbers. The number and type of acceptable household pets may be determined by the Board of the Association from time to time. No animals shall be kept, bred or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases.

All pets shall be reasonably controlled by the owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Association, constitute a nuisance to other owners in the Community. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes destructive to wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Properties or of a nearby property, such animal shall be removed from the Properties upon notice from the Developer or the Association, When Empowered.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the lot or, when not within a fenced area, confined by a leash) or to deposit its feces on the lot of another owner or on a common area. Those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed by the Owner, upon notice from the Developer or the Association, When Empowered. Any pet may be removed by the Association, if that Owner fails to remove the pet after proper notice from the Association. Should a pet deposit its feces on the lot of another Owner or upon a common area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

## **PLAYGROUNDS AND PLAYGROUND EQUIPMENT**

### **EQUIPMENT IN COMMON AREAS:**

Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

## BASKETBALL GOALS AND PLAYGROUND EQUIPMENT:

Temporary basketball goals may be maintained/used on Lots in the community with the following stipulations:

- a) The goal must at all times be located on a Lot and may never be located any closer than 25' from any roadway.
- b) The goal may never be placed or set up in any manner that causes those using the structure to be in a roadway, including a cul-de-sac.
- c) The structure must be located in an upright position on the side of the driveway (or an approved poured concrete area), perpendicular to the roadway fronting on the Lot (or as close to perpendicular to the roadway as possible).
- d) The weighted base of the structure may either be filled with sand or water, but may never be weighted from the outside of the structure.
- e) The structure must at all times be maintained in a good condition (as the same may be determined by the Association in its sole discretion), including paint on the pole, the condition of the backboard and the installation, maintenance and replacement of proper netting.
- f) The goal must be utilized in a manner that does not, in the opinion of the Board of Directors in its sole discretion, negatively impact adjoining common areas, properties or property owners and may not create a hazard to traffic.
- g) The goal may only be used between the hours of 8:00 AM to 9:30 PM.
- h) All related playing equipment or supplies (basketballs, etc.) must not be left outside when the goal is not in use.
- i) The goal may not be used for any purpose other than playing basketball.

## COMMON AREAS

### COMMON AREA USE AND MODIFICATION:

All parcels considered to be Common Area are either owned by the Association or the Developer and, as such, are not and will not be owned by the membership of the Association in general or by any individual Member or group of Members. Consistent with its ownership, the use of any portion of Common Area is controlled by either the Developer or by the Board of Directors of the Association. Therefore, no Common Area or any Improvement thereon may be used or altered in any way, without the express written authorization of the Developer or the Board of Directors of the Association.

The unauthorized use, alteration, modification or amendment of Common Area or any portion thereof by any Member of the Association or by their guests, family members, permittees, invitees or pets is strictly prohibited. However, the Developer and the Association reserves the right, in its sole discretion, to grant specific easements for the use of Common Area or to allow for specific or general uses or limitation of use of portions of Common Area. The creation of a specific or general easement for the use of a Common Area, the authorization for all

or a specific portion of the Common Area to be used in a specific manner or the limitation of use of a portion of the Common Area shall in no way affect the use of additional portions of the Common Area nor shall it obligate the Developer or the Board of Director to make similar allowances for or create similar limitations to or easements on any other Common Area or a portion thereof.

The unauthorized use or modification of a Common Area by an Owner, their guest, family members, permittees, invitees or pet(s) shall be deemed a violation of the Regulations and as such, is a violation of the Declaration. As with other violations of the Declaration, an Owner shall be responsible for the actions or for the failure to act of their guests, family members, permittees, invitees or pets. Upon written notice from the Developer or the Association, an Owner shall immediately cease any unauthorized use or modification of a Common Area, shall cause its guest, family members, permittees, invitees or pet(s) to cease any unauthorized use or modification of a Common Area and shall bring any portion of the Common Area so modified or improperly used by that Owner, their family members, permittees, invitees or pets to a condition: a) that is comparable to its condition prior to such use or modification, b) that is satisfactory to the Developer or the Association, where the resulting condition is less than or different from the original condition of that Common Area prior to its use or modification and/or c) that is compliant with the provisions of any statute or requirement issued by any governmental authority having jurisdiction over such matters.

The Developer or the Association shall at all times have at their disposal: a) all legal remedies under the Law and b) all remedies set out in the Declaration to cause the non-compliant Owner, its guests, family members, invitees or pets to cease any activity that is unauthorized or that, at the sole determination of the Developer or the Board of Directors, falls outside of the limitations set out for the use or modification of a specific Common Area. These remedies shall also be available to cause a non-compliant Owner to bring that improperly used or modified Common Area back to a condition that, in the sole opinion of the Developer or the Board of Directors of the Association complies with the paragraph above. Any cost incurred by the Developer or the Association to remedy a violation of this Regulation or to restore any portion of the Common Area to a condition compliant with the above standards, including collection cost and attorney fees, shall immediately become the cost of the lot Owner or Owners responsible for the violation and a part of the Association's lien on their lot(s).

## WETLANDS, LAKES, PONDS AND WATER BODIES:

The Board of Directors may elect to establish a Pond Committee ("Committee") to provide regulations regarding the use of lakes, ponds or streams within the Properties. The Committee may also be responsible for the structural maintenance for the dam and overflow system, as well as any other maintenance responsibilities that the Association deems necessary. The Association or the Committee shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

## GENERAL RULES AND PROCEDURES FOR MEMBERSHIP USE OF PONDS AND POND MAINTENANCE RESPONSIBILITIES:

Ponds shall either be part of the storm drainage system and shall only be aesthetic amenities when designated as such by the Developer or the Board of Directors, When Empowered. The Board of Directors has established the following rules and procedures for its Members in the use of these ponds or lakes. The recreational use of these ponds or lakes shall always be subordinate to the purposes of storm water management. Ponds owned, controlled or maintained by a governmental entity shall either be restricted from use by Members or used by Members, subject to any restrictions or limitations established by that governmental entity.

The following rules and procedures shall apply to all ponds owned wholly by the Association (or partially owned by the Association where the authority to establish or enforce rules for use is granted to the Association).

1. Hours for usage are 9:00 A.M. to 8:00 P.M. or dark, whichever occurs first.
2. Swimming is prohibited in any of the Association's ponds. This prohibition includes any swimming from permitted watercraft.
3. Camping (daytime or overnight) is prohibited on any Common Area surrounding the ponds.
4. Smoking and open fires within the Common Areas surrounding the ponds are prohibited.
5. Members are responsible for properly disposing of and picking up all trash during their usage of the ponds. If trash receptacles are not provided, the Members are responsible for providing their own means of containing and removing trash.
6. Members using the ponds shall be aware that portions of the ponds are adjacent to private property developed into residential neighborhoods. Noise levels that are objectionable or disturbing to the adjacent residential areas (as reasonably defined by the Association on a case-by case basis, if necessary) are not permitted.
7. A parent, adult or guardian must accompany children using the ponds who are under the age of sixteen (16).
8. Parents/adults are responsible for making sure children are aware of these rules and procedures for the use of the Association's ponds and that all such rules are obeyed.

### FISHING

If any of the ponds are periodically stocked with fish and are designated by the Association to be available to the Membership for fishing, fishing is permitted by the Developer or the Association, When Empowered, subject to the following:

- a. Members using the ponds for fishing are responsible for cleaning up the fishing area and properly disposing of all trash, fishing line and bait containers.
- b. Members using the ponds for fishing are not permitted to clean any fish along the shoreline or any portion of common area.
- c. Members fishing from the shoreline (only where permitted) should be mindful of watercraft also using the ponds and of the property rights on Lot Owners whose Lots

- front on the pond's shoreline.
- d. Members fishing from watercraft should be mindful of other watercraft using the ponds.
  - e. Live minnows are not to be used as bait. Only artificial bait, worms and crickets are permitted to be used for bait.
  - f. No fishing with trotlines or nets is permitted on the ponds. Only landing nets are permitted.

### WATERCRAFT (manual or electric powered)

Watercraft may be used on ponds designated for that purpose by the Developer or the Association, When Empowered, subject to the following:

- a. Except for maintenance purposes (conducted by the Association management only) motorized (gas operated) watercraft are not permitted on any Association pond, only electric or manual powered vessels are permitted.
- b. Small boats, canoes, paddleboats, kayaks, etc. may be used. The maximum length of any permitted watercraft will be sixteen feet (16').
- c. Watercraft may not be left lying on or around the shorelines of the ponds.
- d. Watercraft may enter and leave the ponds only from designated launching areas. All permitted launching areas shall be marked with signage stating that the launching of watercraft is permitted at that location.
- e. Watercraft in use shall stay clear of all shorelines. Beaching watercraft on the shorelines is prohibited. Watercraft must be mindful and respect the private shoreline areas that are not owned by the Association.
- f. Watercraft must be mindful and respect other individuals or Members using boats in a pond.

### ACCESS TO PONDS

- a. Barr Lake is accessible by the general Membership subject to areas which may be restricted.
- b. Unless otherwise designated by the Association, behind Lots 116-120 is the only designated access area.

### MAINTENANCE OF PONDS (LOT OWNERS RESPONSIBILITIES)

Unless the Association or another governmental or non-governmental entity agrees to assume responsibility for and maintains a portion of a Lot that fronts upon the shoreline of a pond, the responsibility of an Owner of a residential Lot to properly maintain their yard and overall landscaping on any portion of that Lot that has frontage upon a shoreline of a pond is extended to include, but is not limited to, the following:

- a. Preventing any underbrush, weeds, or other unsightly plants to grow upon the Lot.
- b. Promptly removing all trees or vegetation that may die on the Lot.
- c. Providing permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot.
- d. Preventing and repairing any erosion affecting any shoreline on the Owner's Lot, any other Lot, or any Common Area in the Community caused by surface run-off from

- the Owner's Lot.
- e. Providing at their own expense general maintenance, including but not limited to proper watering, insect and weed control, fertilization, pruning, regular replacement of straws and mulch, etc. and other types of normal maintenance not provided by the Association, of the overall landscaping and grass in compliance with the regulations and guidelines established by the Developer, the Board of Directors or the Architectural Control Authority, When Empowered.
  - f. Providing routine maintenance to the shoreline, modification to the shoreline are not permitted without the prior written approval of the Developer, the Board of Directors or the Architectural Control Authority, When Empowered.
  - g. In addition to any restrictions placed on areas delineated as wetlands or buffer areas by the Army Corps of Engineers, or any other applicable governmental authority, the Owners of Lots shown on a plat of the Community upon which wetlands or buffers have been delineated, if any, shall be prohibited from the use of mechanical equipment or ground disturbing heavy machinery within wetland or buffer areas. Cutting, mowing and ground disturbances only with hand tools shall be permitted within these areas.

#### MAINTENANCE OF PONDS (ASSOCIATION RESPONSIBILITIES)

The responsibility of the Association to properly maintain any pond that contains or is adjacent to Common Area and overall landscaping as it pertains to the shoreline of any pond which the Association has frontage on includes, but is not limited to, the following:

- a. Maintaining the dams and drainage structures associated with the dams except where another entity or governmental authority is responsible.
- b. Preventing trees from growing on the dams that are determined by the Association or other governmental authority having jurisdiction over such a matter to be detrimental to the stability of the dam.