

CORNHILL COMMONS HOMEOWNERS ASSOCIATION
Rules & Regulations
(from Cornhill Commons Declaration)

GENERAL COVENANTS AND RESTRICTIONS

Section 10.01. Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease or sale of Lots, no additional sign (other than a professional shingle affixed to the dwelling indicating the name of a firm or person and/or such firm's or person's profession, the materials, size, design, style and color of which shall be approved by the Architectural Committee) or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of Property, including but not limited to temporary signs advertising property for sale or rent, except with the consent of the Architectural Committee.

Section 10.02. Animals, Birds and Insects. Except for two (2) dogs and/or two (2) cats belonging to an Owner of a Lot, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any Lot on which a Townhouse or Double Townhouse is or will be constructed or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects and (ii) prohibit certain types of animals, birds or insects entirely. In any event, no dogs or cats shall be allowed to run

unattended outside of enclosed areas. The Board of Directors of the Association shall have the right to require any Owner, any tenant of any Owner, or any family member or guest of any Owner or tenant to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g., the Owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled.

Section 10.03. Protective Screening and Fences. Any screen planting, fence enclosures or walls initially developed on a Lot or other portion of the Property not maintained by the Association shall be maintained by the Lot Owner and shall not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Architectural Committee. Except for the foregoing, no fence, wall or screen planting of any kind shall be planted, installed or erected upon said parcel or other portion of the Property unless approved by the Architectural Committee. Notwithstanding the foregoing, no fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Section 10.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Association so as to provide access to persons making such pick-up. The Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All incinerators or other facilities for the storage or disposal of Trash, shall be kept in a clean and sanitary condition.

Section 10.05. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Association.

Section 10.06. Noxious or Offensive Activities. No
or offensive activity shall be carried out upon any portion
of the Property, nor shall anything be done thereon that may be or
become a nuisance or annoyance to the area or to the residents or
Owners thereof. The emission of smoke, soot, fly ash, dust, fumes,
herbicides, insecticides, and other types of air pollution or
radioactive emissions or electro-magnetic radiation disturbances,
shall be controlled so as not to be detrimental to or endanger the
public health, safety, comfort or welfare, be injurious to property,
vegetation or animals, adversely affect property values or otherwise
produce a public nuisance or hazard or violate any applicable zoning
regulations or governmental law, ordinance or code.

Section 10.07. Oil and Mining Operations. No portion of
the Property shall be used for the purpose of boring, drilling,
refining, mining, quarrying, exploring for or removing oil or other
hydrocarbons, minerals, gravel or earth, except soil borings in
connection with the improvement of said portion of the Property, and
no derrick or other structure designed for use in boring for oil,
natural gas or any other mineral shall be erected, maintained or
permitted on any portion of the Property, except with the consent of
the Association.

Section 10.08. Dwelling in Other Than Residential Unit.
No temporary building, trailer, basement, tent, shack, barn,
outbuilding, shed, garage, or building in the course of construction
or other temporary structure shall be used, temporarily or
permanently, as a dwelling on any Lot or other portion of the
Property, except with the consent of the Association.

Section 10.09. Television Antennas. No outside
television antenna shall be erected on any Lot or other portion of
the Property, except with the consent of the Association.

Section 10.10. Trees and Other Natural Features. After
the transfer of title by the Sponsor to any Lot or other portion of
the Property, no trees shall be removed from any Lot or portion of
the Property, except with the permission of the Association. The
Association, in its discretion, may adopt and promulgate rules and
regulations regarding the preservation of trees and other natural
resources and wildlife upon the Property. The Association may
designate certain trees, regardless of size, as not removable
without written authorization.

Section 10.11. Use and Maintenance of Slope Control Areas. Within any slope control area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction or flow of drainage channels. The slope control areas of any Lot or other portion of the Property and all improvements thereon shall be maintained continuously by the Owner of said Lot or other portion of the Property, except in those cases where a governmental agent or other public entity or utility company is responsible for such maintenance.

Section 10.12. Snowmobiles. No snowmobile or similar motor vehicle shall be operated on any portion of the Property except with the consent of the Association.

Section 10.13. Commercial and Professional Activity on Property. No wholesale or retail business or service occupation in conflict with applicable municipal laws and ordinances shall be conducted in or on any Lot or other portion of the Property without the consent of the Association, except by the Sponsor in conjunction with the initial construction, development, lease and sale of Lots.

Section 10.14. Outside Storage. Outside storage or parking for more than 72 consecutive hours of commercial or recreational vehicles, camper bodies, boats and trailers shall be prohibited except as may be permitted by the Association, (unless prohibited altogether by the applicable zoning requirements).

Section 10.15. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Sponsor, no work on any motor vehicles, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on such Lot or portion thereof, except with the consent of the Association.

Section 10.16. Oversized, Commercial and Unlicensed Vehicles. Unless used in connection with the construction or sale of Lots by the Sponsor, or maintenance of the Property, the following shall not be permitted to remain overnight on the Property:

- a. any vehicle which cannot fit into a garage of the size constructed by the Sponsor with the Units;
- b. commercial vehicles of a weight of two (2) tons or more, unless garaged;
- c. unlicensed motor vehicles of any type, unless garaged.

Section 10.17. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted on the Property unless authorized by the Association.

Section 10.18. Chain Link Fences. Unless otherwise consented to by the Association, no chain link fence shall be erected anywhere on the Property.