



RULES AND REGULATIONS

General

1. No Unit Owner shall permit their Unit to be used or occupied for any prohibited purpose. ¹
2. Units shall be used for residential or dwelling purposes and no business, mercantile, commercial or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the Executive Board. ¹
3. No Unit may be leased or subleased for transient or hotel purposes, including use as a home exchange program, including without limitation use as an Airbnb or any similar rental program, or for an initial term of less than ninety (90) days. ⁴
4. No Unit may be leased or subleased without a written lease or sublease approved first by the Executive Board and must comply with the provisions of Article IX of the Master Planned Unit Development Declaration. ²
5. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof. All leases must be approved by the Executive Board and, at no time shall a Unit be leased to more than two (2) unrelated parties. ²
6. All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Condominium Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce and/or reasonable opportunity to cure the violation prior to the commencement of an enforcement action. ²
7. The erection and maintenance of any type of sign (ex. Billboards, signboards or other advertising contrivance or medium) is prohibited, with the exception of a sign advertising the property for sale or rent, not exceeding five square feet. All signage must be in compliance with the Patton Township Ordinances for signage. "For sale" signs may be located directly in front of the Unit. At no time will "for sale" signs be permitted at the entrance sign areas or other Common Areas throughout the Condominium or the Master Planned Community. ¹
8. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Non-compliance with and/or violations of the Declaration shall be assessed violation fees of up to \$50.00 per day, generally, up to \$200.00 per day in the event of a violation of the leasing restrictions set forth in Article XII, Section 12.1.2, et seq., and up to \$1,000.00 per day in the event of a violation of the leasing restrictions set forth in Article XII, Section 12.1.1, and fifteen percent (15%) interest, plus any court costs, magistrate costs, penalties, fines and reasonable attorneys fees incurred by the Association in the process of enforcing compliance with the Declaration. ⁴

9. Reasonable rules and regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. ¹
10. Invalidity of any one of these Rules & Regulations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. ¹

Common Areas

1. The erection and maintenance of any structure of a temporary and/or permanent character, such as a tent, trailer, barn, shed or any other type of out building, is prohibited. ¹
2. No fences or exterior walls shall be permitted in the Condominium. ¹
3. No rooftop or other type of antennas shall be permitted to be installed on any exterior portion of any structure constructed in the Unit. However, satellite dishes are permitted if attached to Unit at rear and are subject to approval from the Architectural Review Committee as to location and color, which may not be unreasonably withheld. ⁴
4. No unlicensed, uninspected or unregistered motor vehicle may be maintained or kept on any Unit or parking area of the said Condominium. In addition, no repair work will be done on any motor vehicle in the Condominium. Any vehicle over ¾ ton shall not be permitted to park on or adjacent to the Units. ¹
5. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the Unit or within the Condominium development. ¹
6. No trampolines or children's play equipment will be permitted in the Condominium development. ¹
7. Solar collection panels shall not be permitted. ¹
8. Unit Owner may plant flowers in pots on their porches and balconies, however dead or dying plants must be promptly removed. ³
9. Vehicles parked in driveways may not obstruct sidewalks. ³
10. Holes may not be put in exterior surfaces of walls and balconies. ³
11. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from views. Trash containers may be visible only on the day or night before the day of trash pickup by the municipality. ¹
12. Overflow parking spaces of the Condominium are for the strict use of all unit owners, long term renters, and their short term guests/visitors. ³

Units & Balconies

1. Any activity which is noxious or offensive and inconsistent with the residential character of the neighborhood is strictly prohibited and is herewith declared to be a public nuisance and abatable as such. ¹
2. No permanent or temporary clothesline or any structure used for the drying of clothing or housewares may be installed or used on any Unit including the porch or balcony. ¹
3. Any open fires, such as but not limited to, charcoal or wood grills/heating units are prohibited. Until directed otherwise by the Association's insurance carrier, propane gas grill/heating units are permitted but must be used safely, away from vinyl siding. ³
4. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Dogs and cats shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than two (2) domestic animals, which shall be defined as dogs and cats, also referred as pets. All pets must be on a leash when outside. Unit Owners must curb their pets along Common Areas and must carry a sanitary utensil to clean up after their pets. Domestic animals are to be housed inside the dwelling; no exterior pet houses will be allowed. ¹
5. Only balcony/porch furnishings (i.e. table & chairs) can be placed on balconies and porches. Storage of bicycles, furniture, boxes, etc. is prohibited. Balconies and porches must be kept neat and orderly. All porches and patios must be kept neat and clean and free from trash and items that would create clutter. Items permitted on the porches and patios shall be in accordance with the rules and regulations set forth by the Executive Board and the Architectural Review Committee. ¹
6. Carpet on balconies is permitted, but may not extend past the railing. ³
7. The use of any Unit or part thereof as a dumping ground for garbage and rubbish is strictly prohibited. All Units shall be kept neat and clean and free from refuse and nothing shall be placed, kept, stored or maintained thereon, which may constitute a nuisance or annoyance to Unit Owners or the residents of the Subdivision. Unit Owners shall comply with all Municipal ordinances. ¹

¹ Refer to Article 10 of the Homecoming Ridge II Declaration

² Refer to Article 12 of the Homecoming Ridge II Declaration

³ Homecoming Ridge II Executive Board Regulation

⁴ Amendment