

Cliffmoor Townhomes Association, Inc.

Rules and Regulations

October 7, 2020

1. No communications, satellite or television receiving disc, antenna, solar panels or similar item may be erected or placed on any Lot, or on any building on any Lot.
2. No improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior written approval of the Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, removed, made or done without the prior written approval of the Committee.
3. No business, profession, professional clinic or other trade or business activity shall be carried on upon any Lot or in any unit, except to the extent that an Owner may conduct lawful business activities within the dwelling 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 dwelling, as may be determined in the sole discretion of the Board of Directors of the Association;
 - b. The business activity conforms to all zoning requirements for the Property;
 - c. The business activity does not involve persons coming onto the Property who do not reside in the Property or door to door solicitation of residents of the Property;
 - d. The business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors of the Association.
4. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Lots shall be used at any time as a residence, temporarily or permanently, nor shall any structure of any temporary character be used as a residence.
5. No Owner shall rent his or her Lot or Unit for transient or hotel purposes which shall be defined as a rental for any period less than twelve (12) months. Any lease permitted by the terms hereof shall encumber an entire Lot, shall be in writing, and shall be subject to this Declaration and the rules and regulations promulgated by the Association (whether or not the same are referenced within the body of the lease). Any Owner who enters into a lease of a Lot shall promptly notify the Association of the name of the lessee, the Lot so leased and the term of the lease.
6. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial

purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed two (2) in number, except for newborn offspring of such household pets which are under nine (9) months in age. Notwithstanding the foregoing, dogs of a breed commonly known as Pit Bulls are expressly prohibited, and the Association shall have the right to prohibit, or require the removal of, any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard. If any such pet creates a nuisance as determined by the Board in its sole and absolute discretion, then the Unit Owner shall remove the pet from the Unit within fifteen (15) days after written notice from the Board and the pet shall not be allowed to return to the Unit. No pet shall be permitted upon the Common Areas unless carried or leashed by a person who can control the pet. Pets shall not be permitted to defecate in the Common Areas or Limited Common Areas, and each Owner shall clean up immediately after his or her pet if an accident occurs. All pets shall be registered or inoculated as required by law. Each Owner shall hold the Association harmless from any claim resulting from any action of his or her pet, and shall repair at his or her expense any damage to the Common Elements or Limited Common Areas caused by his or her pet.

7. No property in the subdivision shall be used for the sale of any items, including automobiles, nor shall inoperable automobiles, automobiles which are not used on a regular basis, or other debris, trash or storage items, be allowed to accumulate or to remain on any Lot.
8. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any Lot. No compost bins may be placed on any Lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be screened to conceal same from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.
9. No leaves, trash, garbage, or other similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris (lumber, brick, stone, cinder block, concrete or other building materials or scaffolding) or other unsightly or offensive materials shall be placed upon any portion of any Lot, except as is temporary and incidental to the bona fide improvement of any portion of such Lot. The Association may, at the Owner's expense, remove unsightly or offensive materials that are not left for pick-up by refuse and recycling collection entities.
10. No exposed above-ground tanks will be permitted for storage of water or any other substance.
11. Hanging and potted plants are permitted on the front porch or between garage doors. Artificial flowers/shrubs are subject to the approval of the Landscape Committee. The aesthetics of such plants are at the discretion of the Landscape Committee.

12. No other plants may be placed in the ground in the front of a unit or common area without pre-approval of the Landscape Committee. Landscape border or lighting is not permitted. In addition, no shrubs, trees, or other plants shall be planted, altered, or removed without the prior written approval of the Committee.
13. When not in use, all garden hoses must be rolled neatly, on a reel or in an enclosed container and stored as near to the water spigot as possible. Under no circumstances should a hose reel be attached to the unit.
14. No outside toilet facility may be constructed or maintained on any Lot except during construction of improvements on any Lot.
15. Outside clotheslines and such clothes-handling devices will not be permitted.
16. All exterior holiday decorations must be removed within 7 days following the observance of the holiday with the exception of Christmas. Christmas decorations must be removed no later than January 15th.
17. No sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon, except for the Declarant's customary "for sale" signs, without the prior written consent of the Committee.
18. No flags, banners, posters or other devices or materials shall be attached, hung, or displayed from the exterior of any window or door of any townhouse unit or from any exterior portion of any townhouse unit, except for a single American Flag no larger than three (3) feet by five (5) feet.
19. No house trailer, boat, boat trailer, camper or other such vehicle, trailer and commercial vehicle of any kind, shall be permitted on any Lot unless it is parked within the garage of the dwelling. It is the intention of this restriction to prevent the parking of any such vehicles on the private street, in the parking area or driveway of the dwelling. Commercial vehicles are also defined as any vehicle containing a logo larger than 1-foot square in dimension. An exception will be made during construction, repair, remodeling, or maintenance of the buildings. Garages shall be used solely for the storage of vehicles and other personal property of Owners. No vehicles shall be permanently parked in driveways located within Limited Common Areas. Garage doors must be kept closed when not in use.
20. All motorized vehicles operating on the Property must have proper mufflers to eliminate noise which might be offensive to others. Minibikes and similar two, three, or four-wheeled vehicles are prohibited from being used or operated on or within the Property.
21. No vehicles of any type shall be parked within the right-of-way of any public or private street located within the Property except for periods of no more than twenty four (24) hours to accommodate the occasional overflow parking of guests of Owners. Parking spaces located within Common Areas shall not be used by Owners other than to accommodate overflow or overnight parking of guests. No vehicles shall be parked or left standing in any such parking spaces for more than a one (1) week period.
22. The pursuit of hobbies or other inherently dangerous or unsightly activities including specifically, but without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which

might tend to cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and such other activities shall not be pursued or undertaken on any part of any Lot or the Common Areas without the consent of the Board.

23. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed, covered structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. Each Owner shall maintain the improvements on his or her Lot in a neat and orderly manner.
24. Any exterior air-conditioning or heating equipment must be screened from public view by a screening material or shrubbery approved by the Committee.
25. Downspouts and gutters must be constructed so as not to promote the erosion of the soil of any Lot.
26. Any outdoor lighting must be shielded to cast no direct light upon adjacent Lots.