



## USE RESTRICTIONS & RULES SUMMARY

(see Declaration for complete descriptions of the Covenant Restrictions)

**ASSOCIATION'S RESPONSIBILITIES.** The Association shall maintain and keep in good repair the Common Property as well as the exterior maintenance of all improvements located on any Lot. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain (a) all entry features for Property, including the landscaping associated therewith (whether or not such landscaping is on a Lot or public right-of-way), and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features, (b) all property outside of Lots located within Creekwood Commons which was originally maintained by Declarant, (c) the water and sewer system serving the Common Property, (d) painting, roofing, gutter cleaning and maintenance and all maintenance of siding/masonry/stucco located on the exterior of improvements located on a Lot and (e) mowing and edging of all grass located on each Lot and pinestrawing, as needed, of all beds located on a Lot. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. In the event that the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

**OWNER'S RESPONSIBILITIES.** Except as provided in Section 1 above, all maintenance of the Lot and all Structures, any landscaping of the Lots, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community Wide Standard and this Declaration.

Owner responsibilities shall include but shall not be limited to the following:

1. Garage door damage, replacement and adjustments
2. Exterior doors, door frames, door knobs, and kick plates
3. Windows, screens and window frames
4. Window glass repair, replacement and cleaning
5. Exterior light fixtures attached to the frame
6. Air conditioner compressors
7. Exterior hose bibs
8. Storm doors and storm windows installed by homeowner
9. Individual water and sewer line servicing their home
10. Decks and patios
11. Walkways.

**ANIMALS.** No more than 2 animals with a combined weight of forty (40) pounds shall be allowed. *(Residents as of July 7, 2008 are grandfathered-in and will be allowed to keep their pets even if they exceed the previously stated requirements. Residents after July 7, 2008 will be required to adhere to these requirements as required by the Declaration).* All animals must be kept indoors except when on a leash and being walked. No animal shall be allowed to become a nuisance. *Pet owners must pick up after their dog's waste.* Failure to comply with the pet guidelines will result in a fine of \$25 per occurrence.

**DEBRIS.** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. *All garbage and trash cans must be kept in the garages or be stored on the sides of the buildings and cannot be left on the street or driveway. Trash cans cannot be left out more than 24 hours before or after trash day (currently Wednesday). Boxes, furniture, and any other debris besides your trash can must be kept inside your garage until after 8 p.m. (or dark whichever comes first) on the night before trash removal day. Trash cannot be left out on your back patio.*

**FENCES.** All fences placed on the property shall be subject to written approval of the Architectural Control Committee.

**GARAGE / YARD / MOVING SALES.** *Residents may have up to three sales per year in addition to any community sponsored sales. Residents must inform Carter Communities of the date they plan to hold any sale.*

**LEASING.** The leasing of any portion of a Lot by any Owner shall be subject to the prior approval of the Board of Directors. In no event shall more than twenty-five percent (25%) of the Lots be leased at one time. All leases and lessees are subject to this Declaration, By-Laws and rules and regulations.

**MISCELLANEOUS FIXTURES.** To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, or walls shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

**NUISANCE.** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, and no odor shall be permitted to arise therefrom, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying the portions of the Property.

**PARKING.** Parking shall only be permitted within the areas designated for parking.

**PROHIBITED ACTIVITIES.** Noxious or offensive activities shall not be carried on in or on the Property. Each Owner, his family, guests, invitees, servants and agents shall refrain from any act on a Lot or on the Common Property which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the other Owners of Lots.

**RECREATIONAL EQUIPMENT.** No recreational, playground equipment or basketball goals shall be placed or installed on any Lot without the approval of the Architectural Control Committee.

**SATELLITE DISHES.** The location of the placement of a satellite dish that is one meter or less in diameter shall be subject to the approval, in writing, of the Architectural Control Committee except that said committee must allow a placement at a location on an Owner's Lot where reception can reasonably be obtained.

**SIGNS.** Not more than one "For Sale" or "For Rent" sign is permitted. The sign must be located in the interior of the home. Signs are not permitted on the grounds.

**VEHICLES.** Recreational vehicles, trailers, campers, trucks (except pickups and passenger vans), travel buses or any such equipment are not permitted on any Lot, the Common Property, or to be parked on streets within the Property, except that a visitor may park a recreational vehicle in a driveway on a Lot for a period not to exceed forty-eight (48) hours, provided the Architectural Control Committee receives advance notice of the time the vehicle will be so parked and that the vehicle does not protrude into traffic lanes. No inoperative vehicle shall be parked on any Lot for any period of time in excess of fourteen (14) days. No Owners or occupants of any Lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereon to a proper repair facility. No more than two (2) cars per dwelling shall be parked anywhere on the Property at any one time, except for visitors.

**\*\* Words in italic represent Rules & Regulations adopted by the Board of Directors.**