

RULES AND REGULATIONS

THE ENCLAVE AT SUN CANYON HOMEOWNERS' ASSOCIATION

The Rules and Regulations set forth below, as they may be amended from time to time (these "Rules and Regulations" and individual rules shall be referred to herein as a "Rule"), shall supplement the Declaration of Condominium (the "Declaration") for The Enclave at Sun Canyon Homeowners' Association.

DEFINITIONS

As used in these Rules and Regulations, all terms not defined herein shall have the meanings set forth in the Declaration.

GENERAL

- These Rules and Regulations are in addition to the terms, covenants, conditions, restrictions, and agreements of the Declaration. In the event of any conflict between these Rules and Regulations and the Declaration, the Declaration shall control.
- These Rules and Regulations apply to Declarant, the Association, the Owners of the Lots and Townhomes, and all Occupants or Guests of the Owner.
- Declarant may waive any one or more Rules in these Rules and Regulations, but no such waiver shall be construed as a waiver of any other Rule nor prevent Declarant from thereafter enforcing any of these Rules and Regulations.
- Declarant, or its assigns, reserves the right to make such other reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness, for the preservation of the good order therein, or for the governance thereof.
- The Association and the Owners shall comply with all Rules and Regulations as set forth in these Rules and Regulations, as they may be amended by Declarant, or Declarant's assigns, from time to time. The Association shall be responsible for the observance of all of the Rules and Regulations set forth herein, by its Members or Occupants of the Members. The Association shall acquaint its Members with these Rules and Regulations.
- Declarant may delegate any or all of its rights set forth in these Rules and Regulations to the HOA Manager. Declarant and the HOA Manager reserve the right to enforce and to initiate legal and/or any other proceedings permitted against any Owner for breach of any of these Rules and Regulations and shall have the right to approve any changes hereto that may affect Declarant.

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The following Rules and Regulations shall apply to the use of the Project by Declarant, the Association, the Owners, or Occupants or Guests, as applicable.

MAINTENANCE OF LOTS/UNITS

1. Adjoining Owners shall own a portion of the shared wall lying within the boundaries of their respective Lots and shall have an easement for use and enjoyment. The responsibility for the repair and maintenance of the Shared Wall and the reasonable cost thereof shall be shared equally by the Adjoining Owners.
2. Each Owner shall maintain in good and functioning order the Radiant Heat Unit located within such Owner's Unit.
3. During the Winter months, all Owners shall leave their Radiant Heat Units "on" such that radiant heat shall be provided to each driveway within the Project on a constant basis during the Winter.
4. No Owner shall remove the Radiant Heat Unit from a Unit unless the removal is for the purposes of replacing a non-functioning Radiant Heat Unit. Owner must receive the prior written approval of the Board for the removal or replacement of the Radiant Heat Unit.

PLANTED ROOFS

5. The Association shall be responsible for maintaining the planted roofs. In no event shall any Owner plant any material on or within the Planted Roofs or the Building Planter Areas.
6. Owner must provide access to the Association or to the HOA Manager for maintenance purposes.
7. No Owner shall access the Planted Roofs at any time unless express written approval is granted by the Board.
8. No Owner shall place any type of furniture, fixtures, or equipment on the Planted Roofs.

UTILITIES

9. Owners are responsible for paying their individual electric, gas, telephone, internet, water, and sewer expenses for their respective units, as each unit is individually metered for utility expenses.
10. Owners will contribute to the HOA budget for utility expenses required for the common areas of the project, based on their allocated interest in the common areas as outlined in the Declaration.

ASSESSMENTS/COLLECTION CHARGES

11. Owners are required to remit their regular common assessment or special assessment to the HOA Manager by the date established by the Board for the collection of the assessments.
12. Any Owner who is delinquent in paying their regular common assessments or special assessments will be charged a collection fee of 10% of the delinquent amount, plus 18% interest per annum until the delinquent amount is paid in its entirety.

SIGNS

13. No signs whatsoever shall be erected or maintained on the Property or displayed in any window, with the exception of the signage allowed for in Section 9.1 of the Declaration.

NUISANCES

14. No noxious or offensive activity shall be carried on at the Project, nor shall any activity which might be or become an annoyance or nuisance to Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Lots or Townhomes.
15. No Owner or Occupant shall engage in any activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state, or federal body. Quiet time at the Project shall be observed from 10:00PM – 7:00AM every day of the week. Quiet time includes excessive noise caused by, but not limited to, music, parties, conversations, hot tub usage, fireworks, mowing, drilling, hammering, construction, and moving-related noise.

TEMPORARY STRUCTURES

16. No temporary structures or buildings, including a tent or shack, shall be placed upon the Project unless prior written approval is granted by the Board.

PARKING

17. Owners will be limited to two (2) personal vehicles while in residence.
18. Owner vehicles must have the Enclave parking sticker displayed on the inside upper right-hand side of the windshield of the driver's side of the vehicle.
19. For any Occupants or Guests staying at the Owner's residence, the Enclave parking tag must be placed on the inside of the vehicle hanging from the rear view mirror. The Occupant's or Guest's information must be displayed on the hang tag.
20. Owner, Occupant, or Guest vehicles may be parked on the street for day usage.
21. Owner, Occupant, or Guest vehicles are allowed a four (4) night maximum to be parked on the street.
22. Any vehicle not displaying either the Enclave parking sticker or the Enclave parking tag or any vehicles left in the street beyond the four (4) night maximum allowed will be towed at the Owner's, Occupant's, or Guest's expense.

EXTERNAL CHANGES/FIXTURES

23. No external fixtures, as fully outlined in Section 9.5 of the Declaration, shall be constructed, erected, or maintained on the Lot or Townhome.
24. With the exception of the Holiday lighting provided by the Association at the entrance to the Project, no Owner may hang any Holiday lighting on the exterior of their Townhome.
25. No radio, stereo, broadcast, or loudspeaker or amplifier units shall be placed on the outside of any Townhome.
26. No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made at the Project.
27. No exterior changes to the Townhomes are allowed whatsoever, without the prior written approval of the Board.

WINDOW COVERS

28. Each Townhome shall have window covers, which shall be approved by the Board prior to installation.
29. No window shall be covered by paint, foil, sheets, or similar items.
30. Owners must comply with the Design Guidelines that have been established.

EXTERNAL LAUNDERING

31. Owners are prohibited from external laundering and drying of clothing and other items.

TRASH/DEBRIS

32. No Owner shall allow rubbish, debris, or unsightly materials or objects of any kind to accumulate on their Lot.
33. Every Tuesday, Republic Waste picks up trash from the trash cans that are provided by the County to the Owner. Each Owner is responsible for placing their gray trash can on the street the night before for trash pickup. Trash cans may not be placed on the street for the next day's pickup prior to 8:00PM on the night before. On the Tuesday of trash pickup, Owners must remove their trash can by 7:00PM from the street and return it to their Townhome.
34. Every other Tuesday, Republic Waste picks up recycling from the recycling cans that are provided by the County to the Owner. Each Owner is responsible for placing their blue or brown recycling can on the street the night before for recycling pickup. Recycling cans may not be placed on the street for the next day's pickup prior to 8:00PM on the night before. On the Tuesday of recycling pickup, Owners must remove their recycling can by 7:00PM from the street and return it to their Townhome.
35. Trash and recycling cans must be stored in the Owner's garage and may not be placed in any area that is visible to the public.

ANIMALS

36. No animals, livestock, birds, reptiles, or poultry of any kind shall be raised, bred, or kept in any Unit or upon the Project.
37. All pets must be registered with the HOA.
38. Owners are permitted up to two (2) domestic cats and two (2) domestic dogs. There is no charge for the first dog, a second dog requires a fee of \$50.00 a month.
39. Any other household pets require the written approval by the Board.

RENTING OF UNITS

40. There shall be no nightly or Short-Term Rentals of Townhomes.
41. Nightly Rentals are defined as single night rentals of any Townhome.
42. Short-Term Rentals are defined as any rentals less than three (3) consecutive nights.

LANDSCAPING

43. Owners are prohibited from changing the landscaping of their Townhome and must comply with the Landscaping Design Standards established by the Declarant.
44. Owners are prohibited from installing, placing, or maintaining any external planter boxes of any kind on the exterior of their Townhome.

USE OF TOWNHOME

45. The use of the Townhome is restricted to single family occupancy. All trade, business, industry, or commercial activities are prohibited.

OUTSIDE DECKS

46. Hot tubs are allowed to be installed by an Owner, but each Owner must comply with the Design and Installation Standards established by the Declarant.
47. Tables, Chairs, and Umbrellas are allowed to be installed by an Owner, but each Owner must comply with the Design and Installation Standards established by the Declarant.
48. Fire pits and Heating Units are allowed to be installed by an Owner, but each Owner must comply with the Design and Installation Standards established by the Declarant. Gas or Propane Grills are allowed to be installed by an Owner, but each Owner must comply with the Design and Installation Standards established by the Declarant.
49. Charcoal Grills are prohibited from usage on the outside deck.
50. Owners must insure their hot tub, tables, chairs, umbrellas, fire pits, heating units, and gas/propane grills on their individual insurance policy to provide for any damage caused to any common area or limited common area of the Project. Owners must provide a copy of their individual insurance policy to the HOA Manager.