

**BELLEGROVE PRESERVE PROPERTY OWNERS ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

*A NEW STYLE OF LIVING*

By purchasing a residence within a community association, you automatically become a member of the association and remain so for as long as you own your home. Membership in the association is mandatory and every owner must abide by the requirements set forth in your community's governing documents; specifically, the Declaration, Master Deed or Covenants, Restrictions and Easements. You should have received copies of these documents from your closing attorney. If you have not received a copy, please contact your attorney. As a property owner in a community association, you will be required to pay assessments, abide by the community's rules and restrictions and maintain those areas of your home for which you are responsible.

Below is an outline of the BelleGrove Preserve Rules and Regulations:

1. **Residential Use** (Article XI Section A). No Lot shall be used except for private single-family residential purposes.
2. **Permitted Non-Residential Activities** (Article XI Section B). An Owner or occupant residing in a dwelling may conduct business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms with zoning for the Property; (iii) the business does not involve solicitation of residents of the Property; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property, which is noticeably greater than that for dwellings with no business activities being conducted; (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use, or a threat to the security and safety of others, as the Board determines in its sole discretion.

The foregoing shall not preclude occasional garage sales, rummage sales, or similar activities, provided that such activities may not be held on any one Lot more than once in any three (3) month period and, when held, may not exceed three consecutive days. No street sign posts are to be utilized for postings of any kind. Any notices or notifications found stapled, taped, or otherwise affixed to a street sign post will be removed and the owner will receive a violation notice.

3. **Nuisances** (Article XI Section D). No obnoxious or offensive activity shall be carried on about the Lots or in or about any improvements, Dwellings, or on any portion of BelleGrove Preserve. No improper, offensive, hazardous or unlawful use shall be made of any Dwelling nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property.
4. **Outside Storage of Personal Property** (Article XI Section E) The personal property of any Owner shall be kept inside the Owner's Dwelling except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must appear neat and in good condition.
5. **Parking and Vehicular Restrictions** (Article XI Section F) No vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, boat, aircraft, motorcycle, or other than private passenger vehicle as specified above, may be parked or stored outside of a Dwelling overnight. No overnight parking is permitted on any streets. No parking at any time on the lawn, or areas other than driveways or garages. All vehicles parked within the Property must be in good condition and repair, and no vehicle

which does not contain a current license plate or which cannot operate on its own power shall be parked within the Property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Property.

All-terrain vehicles and the like are not permitted to be operated within the Property or parked overnight outside of an enclosed garage. Any motorcycle or other permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property.

6. **Trash and Other Materials** (Article XI Section H) Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his lot, and no Owner or resident shall place or dump any garbage, trash, rubbish or other materials on any other portions of the Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the day of collection. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Dwelling or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.
7. **Leases** (Article XI Section I) No portion of a Dwelling (other than an entire Dwelling) may be rented. No lease shall be for a period of less than six (6) months without the approval of the Association. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, By-Laws, Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Dwellings. The Association must approve the provision of the lease providing the Association with the right to terminate the lease prior to occupancy by the tenant or renewal of an existing lease agreement. Should Owner/Landlord use the standard BelleGrove Preserve Residential Lease Addendum, the lease agreement shall be deemed approved.
8. **Temporary Buildings** (Article XI Section J) No tents, trailers, shacks or other temporary buildings or structures shall be placed on the Property except as may be done so by the Association. No garden shed, storage shed, out-building, or other permanent structures which are detached from the Dwelling shall be constructed or placed upon the Property unless approved in writing by the Committee in accordance with Article X of the BelleGrove Covenants, Restrictions & Easements.
9. **Garages** (Article XI Section K) No garage shall be permanently enclosed so as to make such garage unusable by an automobile, no portion of a garage shall be converted into living space or storage space, and no garage opening shall have a screen covering. All garage doors shall remain closed when vehicles are not entering or leaving the garage.
10. **Animals and Pets** (Article XI Section L) Only common domesticated household pets may be kept on any lot or in a Dwelling, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, live stock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Under no circumstances may a pit bull be permitted on property. All animals must be kept on a leash at all times unless within a Dwelling or in a fenced area. Pet owners are responsible for cleaning up any mess that a pet creates within any Lot or the Association Property. The Board may require any pet to be immediately and permanently removed from the Property due to a violation of this Section.
11. **Additions and Alterations** (Article XI Section M) No Dwelling shall be enlarged by addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Dwelling, including, without limitation, the painting, staining, or varnishing of the exterior of the Dwelling or re-roofing with shingles of a different color or material, without the prior written approval of the Architectural Review Committee (Committee), which approval may be withheld for purely aesthetic reasons.

12. **Increase in Insurance Rates** (Article XI Section N) No Owner may engage in any action that may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.
13. **Air Conditioning Units** (Article XI Section O) Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted. No air conditioning or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any Dwelling on a Lot.
14. **Clotheslines and Outside Clothes Drying** (Article XI Section P) No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted.
15. **Outside Antennas and Satellite Dishes** (Article XI Section Q) No outside radio antenna, satellite dish or television antenna shall be erected on the Lots or structures unless and until approved by the Committee in writing. Declarant may withhold such approval for any reason, including, but not limited to, purely aesthetic reasons.
16. **Flagpoles** (Article XI Section R) No Owner may erect or install a flagpole or decorative banner on any portion of a Lot, including freestanding, detached flagpoles or banners, and those attached to a Dwelling, without the prior written consent of the Committee.
17. **Garbage Containers, Oil and Gas Tanks, Air Conditioners** (Article XI Section S) All garbage and refuse containers, air conditioning units, oil tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in screen or landscaped areas as approved by the Committee so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.
18. **Signs** (Article VII Section T). No sign of any kind shall be displayed to public view on a Lot or the Common Properties without the prior written consent of the Committee, with the exception of one (1) "for sale" or "open house" sign limited to six (6) square feet in size. Additionally, signs of not more than six (6) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general or special election may be permitted, provided that such political signs shall not be placed on a Lot earlier than 60 days before such election and shall be removed within 2 days after such election. No street sign posts are to be utilized for postings of any kind. Any notices or notifications found stapled, taped, or otherwise affixed to a street sign post will be removed and the owner will receive a violation notice
19. **Window Treatments** (Article XI Section U) Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Dwelling or when permanent window treatments are being cleaned or repaired.
20. **Solar Energy Systems** (Article XI Section V) No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure as determined by the Committee and approved by the Committee. Under no circumstances shall solar panels be installed that will be visible from any street in the Subdivision.
21. **Landscaping** (Article IX Section B2) The Owner of each Lot containing a Dwelling shall be required to maintain the landscaping of his Lot and on any contiguous property between his Lot and the pavement edge of any abutting road. All such landscaping shall be maintained by the Owner in good condition and appearance, and as required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the Owner. Underground sprinkler systems may be installed, maintained and used to

irrigate all landscaping on the Lot, or any other landscaping the Owner is required to maintain. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without prior written consent of the Committee. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained on the exterior of any Lot.

22. **Lakes** (Article XI Section W) There shall be no swimming, use of personal flotation devices, or boating of any type on the Lakes. No Owners shall construct any piers or docks on any portion of a Lake, or on any portion of a Lot which abuts a Lake, provided, however, that the Association may construct a pier or dock on or adjacent to a Lake for the use and enjoyment of the Owners and their family members, guests and invitees. No Owner may use or permit use of any water from any Lake for irrigation of such Owner's Lot.
23. **Swimming Pools** (Article XI Section X) No swimming pools, spas, hot tubs, or similar equipment or facilities shall be installed without the written consent of the Committee. No above ground swimming pools shall be permitted within the Property, except that small, inflatable children's wading pools shall be permitted.
24. **Fences and Walls** (Article XI Section Y) If any Owner desires to construct a fence on his Lot, the Owner shall submit a plot plan to the Committee showing the proposed location of the Lot and the height and type of fence to be installed, and such fence may not be constructed until it has been approved in writing by the Committee. However, no fence may be constructed on the portion of any Lot between the front of the Lot and the front of the dwelling constructed upon the Lot, and any fence constructed upon a Lot must be located in strict conformance with the plot plan approved by the Committee. All fences must be maintained. No broken components. No weeds or over growth. Fencing will also be required to be power washed on all visible portions as needed,
25. **Mailboxes** (Article XI Section Z) No mailboxes are permitted without the consent of the Committee, except for the mailboxes which are identical to mailboxes originally provided for the Dwellings by Declarant.
26. **Surface Water Management** (Article XI Section AA) No Owner or other person shall do anything to adversely affect the surface water management and drainage of the Property.
27. **Wetland Areas and Wetland Buffer Areas** (Article XI Section BB) No Owner shall remove native vegetation nor add or introduce additional vegetation or other forms of plantlife or landscaping within any wetland areas located on or adjacent to any portion of the Property. No owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in any wetland areas or wetland buffer areas.
28. **Trees** (Article XI Section CC) No owner, other than Association, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (42") feet above the ground level, provided, however, diseased trees that are inspected and certified as dead or diseased by the Committee shall be cut and removed promptly from any property by the Owner thereof.
29. **Building Setbacks; Building Location** (Article XI Section DD) No Dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the applicable Final Plat. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the Dwelling.
30. **Septic Tanks; Wells** (Article XI Section HH) No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption.

31. **Dwelling Exterior; Paved Areas** (Article IX Section B.1) Each Owner shall maintain his Dwelling and all improvements and personal property upon his Lot in good condition at all times. The exterior of all Dwellings, including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings and awnings, shall be maintained in good condition and repair and in a neat and attractive manner. No Owner shall change the exterior color of his Dwelling without the consent of the Architectural Control Committee. All sidewalks, driveways and parking areas within the Owner's lot or serving the Owner's Dwelling shall be cleaned and kept free of debris, and any cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.
32. **Lighting.** No mercury vapor or similar lights which are situate upon poles similar to street lights shall be permitted on any Lot without the prior written consent of the Declarant, the ARB or the Board which may decline such consent in its sole discretion and may, but shall not be obligated to, consider the feeling of adjoining Lot owners.
33. **Discharge of Firearms.** No one shall discharge any firearms within the Subdivision.
34. **Additional Restrictions on Lakes and Drainage Areas.** (Article IX Section B.4)
  - (a) No Owner other than the Association, may pump water from, add water to, drain or in any other way interfere with the water in the lake(s) and drainage areas on the Property.
  - (b) All Owners of lots adjacent to the lake(s) shall properly mow, trim, fertilize and maintain the lakefront on his lot as if said area were a portion of the Lot owned by such Owner, including, but not limited to, keeping underbrush, grass and other plants cut and neat, and shall maintain any embankment so that grass, planting or other lateral support to prevent erosion of the embankment shall not be changed without the prior written consent of the Committee. No such Owner shall dig or dredge to enlarge the lake, or fill to reduce the size of the lake. In the event any such Owner fails to comply with this paragraph, the Association may enter upon his lot and perform the Owner's duties, and the Owner shall be responsible to the Association for all costs associated therewith.
  - (c) All purchasers of lots adjoining lakes, any drainage features assume all hazards and risks normally associated with water and water action including, but not limited to, the hazards of children, animals and property.
  - (d) The landscaped area between the water line and an adjoining Waterfront Lot shall be reserved hereby for the use and enjoyment of the Owner of such Waterfront Lot, and all other Owners shall be restricted from entering upon such area, except as a guest or invitee of the Owner of the subject Waterfront Lot.