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# WESTCHESTER SHORES RULES & REGULATIONS

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shall abide by the rules and regulations promulgated for the use of such facilities as a condition to any lot owners' right to use of same.

## ARTICLE VII

### USE RESTRICTIONS

Section 1 - Generally. The use of the Properties shall be in accordance with the following provisions:

(a) Single Family Residence. The Properties shall be used only for single family residences, and for the enjoyment of such residents. Each of the Lots for which provision is made by this Declaration shall be occupied only by a single family as its residence and for no other purpose. Only one (1) residence may be built on each Lot and no accessory building shall be placed upon a Lot without the prior written consent of the Association. Nothing herein shall preclude the construction of units on two or more lots, provided however, each lot shall remain obligated for its share of maintenance and assessments, as though one (1) residence were constructed on it.

(b) Leasing. Units may be leased by Owners, without Association approval, subject to the limitations of local zoning and municipal ordinances, if any. Only entire units may be leased, and only the lessee and his family, servants, and guests may occupy the unit under authority of any lease.

(c) Nuisances. No nuisances shall be allowed upon the Properties, nor any use or practice which is the source of annoyance to residents or which interferes with the residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. All personal property shall be stored (including bicycles, barbecue equipment, potted plants,

etc.) within the boundaries of the unit, which includes the patio.

(d) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

(e) Fences, Hedges, Clothes Poles, Exterior Radio and TV Antennas, Parking and Signs.

(1) No fences or hedges or similar improvements, or additional landscaping shall be erected or planted on any of the common areas, and the same shall not be erected or permitted upon a Lot without written approval of the Association.

(2) No outdoor clothes drying activities are permitted.

(3) No garbage or trash containers shall be allowed outside an individual unit.

(4) No signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

(5) No exterior radio, television or electronic antenna or aerial may be erected or placed on the Lot or the building thereon, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Lot Owner. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the Properties, or buildings, and the erection, maintenance or operation of any of the same is prohibited.

(6) The parking of vehicles of any kind upon any of the Properties' roadways is prohibited, except that non-commercial passenger vehicles may be parked (not stored) in areas

designated for such parking the common areas. The parking of commercial vehicles, trucks, trailers, motor homes, campers, recreational vehicles, boats, boat trailers, and inoperable vehicles of any type on any of the Properties is prohibited unless such items are parked within a garage and kept completely from view from all places on the Properties. Each lot owner may park one (1) passenger (not commercial) vehicle in the driveway for such lot. Maintenance and repair of vehicles shall be within enclosed garages only.

(7) No solar film shall be placed on any window of a unit which is visible from any portion of the common elements. This rule may be waived in writing by the Board of Directors where circumstances justify such waiver.

(8) All drapes, blinds and other window treatments visible from the exterior of a unit are subject to the approval of the Board of Directors. The Board may require any such window treatment to be removed where no prior approval of same has been obtained.

(f) Insurance Rates. No Owner shall permit or suffer anything to be done or kept on his Lot, or on the Common Property or on the Common Areas which will increase the rate of insurance on the other Lots, or which will obstruct or interfere with the right of other occupants of the other Lots or annoy them by unreasonable noises or create an unsightly condition.

(g) License. Whenever it is necessary to enter upon any Lot for the purpose of performing any maintenance, alteration or repair to the exterior of the Lot or to any portion of Common Area, the Owner of each Lot shall permit other Owners or their representatives or the duly constituted and authorized agent of the Association to enter upon such Lot, or any structure or improvement situate thereon, or to go upon the Common Areas constituting an appurtenance to any such Lot for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

(h) Modifications. No Owner shall cause any additions,

modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure not within the walls of said structure, or change any grade or drainage flow on the Properties or modify any landscaping on the Properties without the written consent of the Board of Directors of the Association first had and obtained. The Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Board of Directors of the Association.

(i) Portable or Temporary Buildings. No portable or temporary building, shed, trailer, trailer base, tent, shack, garage, carport or other outbuilding may be placed or kept on any portion of the Properties, except that construction sheds or trailers and temporary sanitary facilities may be placed on the Properties and remain there temporarily during the course of active construction and development of the Properties.

(i) Damages. The Owner of each Lot must promptly correct any condition upon their Lot which, if left uncorrected, would adversely affect any portion of the Properties.

(j) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other customary and usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and further provided that whenever and at all times that any such household pet is outside the interior portion of the residence of the Owner, such pet shall be leashed and be in full direct physical control by the Owner or a family member or servant of the Owner. Each Owner of a pet shall be responsible for the immediate removal and disposal of the pet's

waste from all portions of the Properties.

(k) Perimeter Walls and Fences. No Owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Properties or attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence which shall impede or increase the costs of the maintenance of such wall or fence.

(l) Trees. No Owner shall remove, add, damage, trim, prune or otherwise alter any tree on the Properties, the trunk of which tree is four (4) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(1) With the express written consent of the Association.

(2) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(3) Notwithstanding the foregoing limitation, an Owner may perform, without the express consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lots, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(4) It is the express intention of this subsection (l) that the trees existing on the subdivision located upon the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

(m) Boats. The subdivision adjoins a small body of water.

An Owner, his guests, etc. may use such body of water for recreational purposes, subject to the limitations and regulations of any governmental authority, strictly at their own risk, however, use of motorized water vehicles are prohibited, except that such vehicles may be used when motorized provided that the motor is electric and provides thirty-six (36) pounds of thrust, or less. It is the intention hereof, to limit the size of any such vehicle, and no such vehicle shall exceed fifteen (15) feet in length or width, without the advanced written consent of a majority of the Board of Directors of the Association.

ARTICLE VIII

EASEMENTS

Section 1 - Utilities. Easements are reserved through the Properties as may be required for utility services in order to serve the Properties adequately, and the Developer shall be allowed to grant such easements to the utility companies as relevant for the residential subdividing and use of the property. Utility services include but shall not be limited to, water, sewer, telephone, cable television, drainage, irrigation, gas and electric service.

Owners and utility companies shall be afforded access to any lot as necessary, to restore utility service, in the event of damage to any utility lines or equipment.

Section 2 - Ingress and Egress for Other Lands. In addition to any reservation or dedication made by plat, the Association and Owners consent hereby to an easement, hereby reserved, for vehicular and pedestrian traffic, including but not limited to that required for development and construction purposes, over and upon any present or future streets, road, sidewalks and Common Areas in the Properties in favor of all lands described herein. The Owners also consent to easements over and across the paved areas of the development for adjoining residential communities that may currently exist or that may be granted from time to time by the Board of Directors of the Association.

Section 3 - Utilities for Other Lands. Association and Owners