

**HAWK RIDGE ESTATES ASSOCIATION  
RULES AND REGULATIONS**

## RULES AND REGULATIONS

The following rules and regulations have been adopted by the Board of Directors of Hawk Ridge Estates Association, Inc. (the "Association"). All terms used herein are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Hawk Ridge Estates ("Declaration") or in the Association's Bylaws. EACH RULE AND REGULATION APPLIES TO ALL OWNERS AND OCCUPANTS AND THEIR GUESTS. EACH OWNER IS RESPONSIBLE FOR VIOLATIONS OF THE RULES AND REGULATIONS BY THE OCCUPANTS OF THE OWNER'S LOT AND BY THE OCCUPANT'S AND OWNER'S GUESTS. The rules and regulations are in addition to and in certain instances supplement the use restrictions provided for in the Declaration.

### 1. Use of Dwellings.

1.1 Residential Use. The Lots shall be used by Owners and Occupants and their guests exclusively as single family residential Dwellings, and not for transient, hotel, commercial, business or other non-related purposes, except as provided in Section 1.2. The garages are restricted to use as garages for vehicles and storage associated with residential use of the Dwellings. Any lease of a Lot or any portion of a Dwelling (except for occupancy by guests with the consent of the Owner) for a period of less than 30 days, or any occupancy which includes any services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

1.2 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Lot; except (i) an Owner or Occupant residing in a Lot may keep and maintain his or her business or professional records in such Lot and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alterations and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Lot by customers or employees, (ii) the Association and Declarant may maintain offices on the Property for management, marketing and development, and related purposes, and (iii) an Owner or Occupant residing in a Dwelling may operate a home day care as permitted by law.

1.3 Leasing. Leasing of Dwellings for residential purposes shall be allowed.

1.4 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot into separate time periods, is prohibited.

1.5 Associated Apartments. Notwithstanding anything in the Governing Document to the contrary, one Associated Apartment is permitted per Dwelling. Alterations for any Associated Apartment are subject to approval pursuant to Section 7 of the Declaration. The Board may adopt reasonable rules and regulations governing Associated Apartments.

1.6 Antennas. Direct Broadcast Service ("DBS") antenna less than one meter in diameter and multi-channel, multi-point distribution ("MMDS") service antenna less than one meter in diameter and traditional rooftop antenna designed to receive television broadcast signals are permitted to the extent they are required to be permitted by §207 of the Telecommunications Act of 1996, Pub. L. No. 104-104 and the regulations on this subject promulgated pursuant to the Telecommunications Act of 1996. Notwithstanding the foregoing, for the purpose of minimizing visual intrusion, all antenna may be made subject to rules adopted by the Architectural Review Committee to regulate the location of antenna and requiring screening or painting of antenna. Although an Owner desiring to install an antenna may seek a determination from the Architectural Review Committee as to whether the Owner's installation will follow the rules and the Owner may be required to remove the installation if it does not, no prior application is required.

2. **Action of Owners and Occupants.**

2.1 **Annovance or Nuisance.** No noxious, offensive, dangerous or unsafe activity may be carried on within any Lot. No Owner or Occupant may make or permit any disturbing noises or do or permit anything that will create a nuisance unreasonably interfering with the rights, comfort or convenience of other residents. The volume of television sets, radios, phonographs, tape and CD players, musical instruments, and the like must be turned down between 11:00 p.m. and 8:00 a.m. and must, at all times, be kept at a sound level which will not cause unreasonable annoyance to the residents of neighboring Lots. No motorized lawn mowers may be operated between 9:00 p.m. and 8:00 a.m.

3. **Rubbish Removal.**

3.1 **Trash.** No storage of trash will be permitted in or outside any Dwelling or Duplex in a manner that will permit the spread of fire or encourage vermin. No trash containers may be placed outside any Dwelling or Duplex, except that trash containers may be placed at the curb the night before collection day or on collection day but must be returned to the Dwelling or Duplex on the collection day. No accumulation of rubbish, debris or unsightly materials will be permitted. Long term storage of rubbish in a Dwelling or Duplex is forbidden.

4. **General Administrative Rules.**

4.1 **Consent in Writing.** Any Consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.

4.2 **Household Members.** All household members will be deemed guests. The Owner or Occupant must direct all household members and other guests to conform to these rules and regulations and the Owner and Occupant will be responsible for such conformance.

4.3 **Complaint.** Any formal complaint regarding actions of any Owner, occupant or guest must be made in writing to the Board of Directors, or any appropriate committee.

4.4 **Amending Rules and Regulations.** Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors. Except to the extent that an amendment would conflict with the Declaration, these Rules and Regulations may be amended by the Board of Directors at any time and from time to time.