

RULES AND REGULATIONS OF  
MALLARD LANDING

The terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, Deed Book Volume 8555, Page 308. All present and future owners, mortgagees, lessees and occupants of the Units and Lots and their agents, employees and invitees and any other person or entity who or which may use the Property are subject to and bound by these rules, and all amendments thereof.

A. GENERAL

1. The Units and Lots shall be used only for residential purposes.

2. The sidewalks and entrances shall be used only for access to and from the Units and shall not be obstructed.

3. All personal property shall be stored within the Units.

4. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely with a Unit), windows or window sills, including without limitation awnings, aerials, signs, air conditioners, ventilators, or fans, except as approved by the Board. All shades, blinds, drapes, or linings thereof, which may be visible from the exterior of the building shall be a style and color which has been approved by the Board.

5. Nothing shall be done (such as causing noise or odors) which shall unreasonably disturb or interfere with the rights, comfort or convenience of other occupants of the building or adjacent buildings.

6. Garbage and refuse shall be deposited only in the containers specified by the Board and only at such times and in such manner as the Board shall direct.

7. No Owner shall keep any explosive or flammable material or substance in his Unit without the prior written consent of the Board.

8. Damage to any portion of the Property caused by employees, invitees, visitors or licensees of the Owners shall be repaired at the expense of the responsible Owner.

9. No Owner shall make, or permit his employees, visitors or licensees to make, any noise or activity that will interfere with the rights, comfort, or convenience of other occupants.

10. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING

1. No occupant of any Unit shall abandon any automobile or other vehicle in any parking area or other part of the Common Property or block the access to any parking spaces.

2. No unattended vehicles shall be left at any time in such a manner as to impede access to parking spaces or to impede traffic.

3. Traffic regulations adopted by Board shall be strictly obeyed by the Owners, their agents, servants and employees.

4. All Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parking in violation of any such regulations may be towed away at the Owner's sole risk and expense.

C. PETS

1. No animals, birds or reptiles of any kind shall be raised, bred, or kept in the Property, except that no more than one dog of less than 20 inches in height at the shoulder, one cat, or other household pet needing no access to the outside, approved and licensed by the Board or the Manager may be brought on the Property and suitably housed in a Unit. No pet may be kept, bred or maintained for any commercial purposes. Unit Owners who have two dogs and/or cats at the time of purchase of their Unit may keep both animals, but they may not be replaced to exceed the number set forth in this rule.

2. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board.

3. In no event shall any dog or cat be permitted on or in any portion of the Common Property unless carried or on a leash. No dogs or cats shall be curbed close to any building or patio, except in the special areas designated by the Board.

4. The owner shall compensate any person hurt or bitten by any pet, and shall hold the Association harmless from any claim

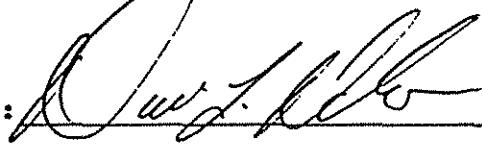
resulting from any action of his or her pet.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 1991.

ATTEST:

MALLARD LANDING  
HOMEOWNERS ASSOCIATION

BY: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "D. J. [unclear]", is written over a horizontal line.

## **MALLARD LANDING HOMEOWNERS ASSOCIATION**

### **PROCEDURES DESCRIBING THE FILING OF COMPLAINTS AND THE LEVYING OF FINES FOR VIOLATION OF GOVERNING DOCUMENTS**

To initiate action, notice of a violation of the Rules & Regulations, By-Laws, or Declaration should be in writing. The report could be a letter or note from any unit owner or a Rules Violation Report form supplied by the management office. This complaint must state the following:

- 1) The nature of the violation.
- 2) The date and approximate time of the violation.
- 3) The approximate location of the violation.
- 4) The name and unit address of the offending party.
- 5) The name and address (or staff position) of the person reporting the violation.
- 6) A statement that the reporting person actually observed the violation.
- 7) Any other information that may aid the Board of Directors in resolving the violation.

The sequence of events in enforcing the rules will be as follows:

Regarding violations, if in the opinion of the Board of Directors or its Authorized Representatives, the reported violation does not immediately endanger other residents or common property and can best be cured by a warning, the Board of Directors or its Authorized Representatives shall send a letter to the offending party describing the violation and demanding (1) that any such violation cease immediately and (2) (if applicable) any common areas damaged by the violation be restored.

If the party does not respond or comply within ten (10) days, a second notice will be sent, informing the party that continued non-compliance will result in the levying of a fine of \$10.00 against the unit.

If the party does not comply with the above warning letter within ten (10) days from the date of the letter, a third and final notice will be sent imposing a fine of \$10.00, and a \$10.00 a day fine until the issue is resolved, or the fine paid.

At any time the party may request a hearing with the Board of Directors to resolve the matter. However, this request must be made no later than ten (10) days after the date of the final notice letter. A notice will be sent to the party stating the date, time and place of the hearing.

If the violation or non-compliance continues, the matter will be turned over to the Association's Attorney.

If the Association Attorney must be secured to enforce the rule to collect the fine, all court costs and attorney's fees and miscellaneous costs of enforcement or collection will be charged to the offending unit owner as an additional assessments to that unit.