

THE LANDINGS AT ABERDEEN

RULES AND REGULATIONS

This revised edition of the Rules and Regulations is based on the original Article 9 of the developer: to provide for the preservation and enhancement of property values and to contribute to the health, safety, and welfare of all property owners. These Rules and Regulations are intended to protect the interest of all the homeowners and will be strictly enforced.

All residents are responsible for the security and safekeeping of all documents issued by the Landings at Aberdeen Homeowners Association or the Aberdeen Property Owners Association. The turnover of these papers is a condition of any sale or rental.

On all pages below the Landings at Aberdeen East will be referred to as the Landings. The Board of Directors of Aberdeen East Landings will be referred to as the Board. The resident or occupant refers to the owner of the Landings of Aberdeen East.

9.1 RESTRICTIONS ON USE OF PARCELS AND COMMON PROPERTY – RULES AND REGULATIONS: No person shall use the common property, the association property, or any parcel in any manner contrary to or not in accordance with the Rules and Regulations which may be promulgated by the Association.

9.1.1 COMMERCIAL RESTRICTIONS: The residential use of all parcels shall be solely as single family, private dwellings and for no other purpose. The use of the common properties will be subject to the use restrictions contained in the Declarant's Deed from its successor in interest which purpose. This prohibition applies to all property.

9.1.2 CHILDREN: Inasmuch as The Landings at Park-walk community is designed and intended as an adult community, to provide housing primarily for residents who are fifty-five (55) years of age or older. No children that have not yet attained the age of sixteen (16) years shall be permitted to reside permanently within any Parcel, except that children under such age may be permitted to visit and reside temporarily therein, provided that such temporary residence shall not exceed forty-five (45) days in any one calendar year or forty-five (45) days in any

consecutive twelve (12) month period, whichever may provide the least *permissible residency*. *At least one* person fifty-five (55) years of age or more must be a permanent occupant of each dwelling unit, while any person permanently occupies said dwelling unit. Persons under the age of fifty-five (55) years and sixteen (16) years of age or more may occupy and permanently reside in a dwelling unit as long as at least one of the permanent occupants is fifty-five (55) years of age or older.

9.1.3 PETS: Regarding dogs and cats, residence may have two pets, weighing no more than twenty pounds each; cats should be indoor cats only. Tropical fish and birds are also included. A dog when outdoors, should be on a leash at all times, or be carried when on common property.

Pets are prohibited within any recreational areas.

It is the owners responsibility and obligation to remove the pet's waste material from all property maintained by the association. The Board at its sole discretion shall have the right to order the removal of any pet which is considered a nuisance, obnoxious or dangerous to be in violation of the Rules and Regulations. In the event, that the Board gives written notice to the pet owner, the pet shall be immediately and permanently removed from the property.

9.1.5 TEMPORARY BUILDINGS: Temporary buildings, tents, sheds, or any kind of sleeping or eating accommodations shall not be placed upon any portion of the Landings, either temporarily or permanently. No recreational vehicles, including but not limited to trailers, campers or boats may be used as a residence. Parking of such vehicles is not allowed on the Landings property without written permission of the Board.

9.1.6 INSURANCE RATES: Nothing shall be done or kept in the common properties that will increase the rate of insurance on any property insured by the Association without the approval of the Board of Directors; nor shall anything be done or kept in the buildings or unit property or on the common properties that would result in the cancellation of insurance on any property insured by the Association or that would be in violation of any local ordinance. The Board recommends indoor Homeowners Insurance policy.

9.1.7 NUISANCE:

The Board has the right to determine, in accordance with the By-Laws, any noise or activity that might constitute a nuisance, without limiting any of the stated provision, no exterior speakers, horn, whistles, bells, or other sound devises (other than security devices). If a malfunction occurs to a security system it shall be turned off by resident.

- Noxious or offensive activity in any unit or common property by the residence is prohibited.
- Residence shall not commit or permit any immoral or illegal activity in or about the property or common properties.
- Loud noises or noxious odors are not permitted in any unit or common property.
- Noisy or smoky vehicles are prohibited. Power equipment or tools are limited to scope of work during daylight hours. Unlicensed off road motor vehicles are prohibited. Leaky vehicles on common property will be the responsibility of the resident to clean up at their own expense. Companies on such premise are also responsible to clean up at their own expense.
- Covered garbage containers and plastic bags are permitted to be placed at the front of Villa after 6pm prior to trash pickup days.

Proper use of recyclable containers is encouraged.

Biodegradable garbage (bones, odor producing debris, etc.) should be stored in tight containers to avoid attracting animals. (See article 9.2g).

- Clothing or household fabrics shall not be visibly hung, dried or aired outside of the residence.
- Lumber, grass, shrubs, tree branches, limbs, tree clippings, plant waste should not be stored or allowed to accumulate. These can be put out on the curb for pick up the day before.

9.1.8 OUTSIDE DISPLAYS: No resident shall display any commercial signage. If any property damage occurs due to a resident's outside patio furniture or any personal property, then said resident will be held liable for all damages that are incurred.

SIGNS: No signs, including names, posters, displays, billboards, for sale or rent signs. No advertising devices of any kind shall be displayed to the public view on any portion of any unit, building or common property (including mailboxes). Any resident selling a unit is responsible for informing their real estate agent about this rule. Security signs are permitted.

TINTED WINDOWS: No reflective film (mirrored type) shall be used on windows or doors. All window tinting must be approved by the Association.

9.1.9 ANTENNAE: No radio, television, or any other electronic antennae or aerial may be erected or maintained on the common property or on the exterior of any parcel without prior approval by the Association. No radio stations or short wave operations of any kind shall operate from any unit or the common property. No external radio, television or any antenna of any type shall be erected or maintained in the buildings or elsewhere on the Landings. Master antenna or cable television antenna may be provided for the use of the resident with Board approval.

Satellite Dish Installation:

Residents may install a satellite dish with the prior approval of dish must be approved by the Association. The satellite dish may not exceed 24 inches in diameter. **The location of the satellite dish must be approved by the Association before the satellite dish is installed.** In the event the satellite dish is removed the resident is responsible to restoring the building to its original condition. The expense of purchasing, installing and operating the satellite dish shall be borne entirely by the unit resident. The cost of providing cable service will continue to be included in the monthly maintenance payments and will not be precluded by the satellite dish installation.

9.1.10 VEHICLES AND PARKING:

Campers, trailers, motorcycles, boats, golf carts, commercial vehicles or inoperative vehicles shall not be parked within the property. Vans and sport utility vehicles used as passenger cars are permitted. Pickup trucks or sports vehicles

exceeding four wheels are prohibited. For the purpose of this rule and regulation, a commercial vehicle is defined as a vehicle bearing the name of a business or commercial enterprise. Vehicles shall not be serviced or repaired on the property of any parcel. Overnight parking of any commercial vehicle or golf carts is strictly prohibited.

- a. Only guests and residents may park their vehicles overnight in designated areas and shall not block emergency vehicles from their destination.
- b. Parking within the Landings shall be restricted to the parking areas provided to each Villa group. **Parking on the grass is not permitted. Residents, who park their vehicles in such a manner or permit contractors or guests to do so, shall be held liable for all damages to the grass or the irrigation system.**
- c. **All vehicles must be parked head-in only.**

9.2 COURTYARD PLANTINGS:

- a. Plantings (including fertilization) inside the courtyard must be maintained by the resident. Plantings by the resident on the area adjacent to the carport or outside of the courtyard must be maintained by the resident. Area left as originally planted by the developer will be maintained by the Association, including grass in the courtyard. **Plantings may not be allowed to become overgrown as to become unsightly.** The resident is responsible for notifying the Board on who is responsible for atrium care, which includes hedging trimming, weeding and cleanup.

HEIGHTS OF PLANTINGS: Hedges and bushes should be trimmed at the height of the wood trim. Vines are limited to a height of 8 feet. Residents having a vine are required to keep vines clear of the walls and keep walls clean and free of mildew. Plantings/trees must be clear of roof line or adjoining gutter.

PLANTINGS AT REAR AND SIDE OF VILLA: Residents may plant no more than 3 feet from Villa line at the rear and/or side of the patio. The resident is then responsible for the maintenance of the planted

area. Rear and side areas left as originally developed will be maintained by the **Association**.

- b. **COURTYARD BRICKING:** Courtyard bricking is permitted with prior approval by the Association. All modifications to the irrigation system must be done by the irrigation contractor; the cost for such modification is to be borne by the resident.
- c. **TREE AND/OR PLANT REMOVAL AND REPLACEMENT:** All tree and or plant removals and replacements must be shall be borne by the resident. The expense such removal shall be borne by the unit resident. If the Board has determined that a hazardous condition exists to a building the cost of such removal shall be borne by the Association.
- d. **CARPORTS:** Carports must be kept clean of objects except cars, bicycles, trash containers and recycle containers. No other storage of objects is permitted. Non-usable bicycles are not permitted.
- e. **FRUIT TREES:** No fruit trees are allowed; no replacement of existing fruit trees is allowed.
- f. **BARBECUE GRILLS:** Barbecue grills may be left outside (not in carports) and adjacent to a unit. A standard grill cover in any dark solid color should be used to cover the grill when not in use. In the event of severe weather, the grill should be removed and secured inside the unit, excluding propane tank.
- g. **FEEDING OF BIRDS AND WILDLIFE:** In order to reduce the danger of physical attack, disease, and nuisance, and to follow proper environmental practices, the feeding, providing, dispensing, distributing, or making available in any fashion, including garbage, foods that can attract pets, wild and semi-wild birds, mammals, insects or reptiles is **strictly prohibited**.
- h. **HURRICANE SHUTTERS:** Hurricane shutters (accordion or storm panel type) may be installed with prior approval by the Association. Corrugated storm panels of the aluminum, steel, or polymer type are permitted. Roll-up shutters may be installed on the

interior of the building without approval of the Association. They may not be installed on the exterior of the building. The color of accordion-type shutters should match as close as possible to the existing exterior wall. Residents are responsible for the appearance and maintenance of approved hurricane shutters. Hurricane shutters may be in use during an official hurricane watch or hurricane warning and 72 hours after a hurricane, hurricane watch or hurricane warning period if there is no hurricane.

9.3 ARCHITECTURAL CONTROLS: The Landings Architectural Review Committee (ARC) must approve all Architectural Review Board applications (ARB's) submitted for **all external additions or changes. The ARB request must be approved in writing prior to starting the work.** Article 8 "Architectural Controls," of the Declaration of the Covenants and Restrictions for the Landings at Aberdeen states that the Board of Directors can demand that such improvements, if not previously approved, must be removed at the resident's expense. ARB must be approved two weeks before work begins.

The following items require Landings ARC approval only:

- Brick edging of sidewalk areas.
- Carport ceiling lighting and house-number lighting.
- Carport floor painting in grey, sand, or neutral color (driveway and sidewalk painting is not permitted).
- Gutters, leaders, and down-spouts.
- Landscaping (including tree removal and replacement.
- Malibu (mushroom) lights – carport – atrium.
- Satellite dish installation and placement.
- Storm doors/screens (must be bronze in color).
- Tiling, bricking of the atrium area (with irrigation shut-off) *- back patio paving.
- Window tinting.

The following items require BOTH Landings ARC and POA ARB approval:

- Hurricane Shutters.
- Vinyl/glass patio doors.

The resident is required to submit four (4) completed-detailed copies of their application to the Landings ARC.

*By submitting an ARB application, the resident assumes all liability and expense for the purchase and installation as well as all future expense.

ARTICLE 7 MAINTENANCE RESPONSIBILITIES and GUIDELINES:

The Association shall be responsible for the following:

- Building repairs (including repairs to outside walls and fascia wood).
- Replacement of carport closet doors.
- Irrigation (Note: If atrium has been bricked in, the unit owner is responsible for any irrigation breaks associated with the bricked-in atrium).
- Landscaping of common property (includes trees and shrubs planted by the developer around the unit perimeter).
- Mailboxes Numbers (house numbers).
- Roof repairs (confined to exterior defects)

The unit owner shall be responsible for the following:

- Carport closet doors (normal maintenance).
- All outdoor lights.
- Repair and maintenance of inside atrium.
- Driveway / sidewalk pressure cleaning.
- Entrance doors (normal maintenance).
- Gutters.
- Planting in atrium and planting installed by the unit owner.

4/21/2018

- Waterline breaks (between water meter and unit).
- Atrium maintenance.

Section 1 through Section 9: Courtyard planting, height of plantings, at the rear and side of Villa, Courtyard bricking, Tree/and/or plant removal and replacement, Carports, Fruit trees, Barbecue grills, feeding of birds and wildlife and Hurricane shutters, now inserted in (9.2)

4/21/2018

Amendment letters from Campbell now included in Article 9

Letter 1/14/97 Feeding of Birds and Wildlife 9.1.7 (now 9.2, g.)

Letter 10/12/99 pg. 4 9.7.8 outside displays (now in R&R 9.1.8)

Letter 1/20/16 inserted in R & R 9.1.8

1989 9.1.2 Children amended and adopted

5/26/2017 9.1.3 Pets