ROCKLEDGE HOMEOWNERS' ASSOCIATION

Rules and Regulations
Rules of Conduct
Adopted April 20, 2022

The following Rules of Conduct ("Rule" or "Rules") have been approved for Rockledge Homeowners Association ("Association" or "Rockledge") by the Board of Directors ("Board"). These Rules apply to all Owners and Tenants, and Owners will also be held responsible for violation of these provisions if any are violated by their Tenant(s). The Board may impose on each Owner and Tenant monetary fines as described below for violating any of the Rules of Conduct. Unpaid fines will be referred to legal services and/or a Collection Agency as determined by the Board.

Common Grounds and Borders: For the purposes of this document of Rules and Regulations, "Common Grounds" or "Common Areas" is defined as all areas within Rockledge, except for the immediate border surrounding each individual residence and associated garage(s). This border is often contained within sidewalks, and in the absence of a sidewalk is not to exceed three (3) feet from the foundation of the residence and garage. This border may not be extended into any existing grass or lawn area beyond three (3) feet from any foundation.

Rule #1 - Exterior Maintenance and Architecture – Owners and Tenants are prohibited from constructing, erecting, or modifying external structures of any kind including buildings, land improvements, exterior portions of fireplace chimneys, or land structures without Board approval. This includes, but is not limited to porch enclosures, vinyl siding, trellises, sidewalks, painting, landscaping, shrubbery, or external lighting fixtures. Certain structures not in conformance with the existing style and décor of the Rockledge environment are prohibited including but not limited to fences, tree houses, woodsheds, storage bins, storage sheds, playground equipment, swimming pools, and basketball hoops.

Before work commences for any exterior project, Owners and/or Tenants must submit to the Board written specifications describing the work to be done. The Board will review the specifications and will notify the Owner and/or Tenant in writing of Board approval. If the work specifications are not in compliance with specified guidelines, the Board will explain in writing the necessary modifications needed. For work involving external building construction, Owners and/or Tenants must also submit to the Association business office proof of any required building permits, a copy of the vendor construction contract, proof of vendor's insurance, and any construction related fees payable to the Association as may be designated by the Board. The Board also encourages Owners and Tenants to consult the Association's Exterior Maintenance Policy which provides some basic guidelines.

If any external structural or architectural modifications are made by any Owner, Tenant or their designated agent without the required Board approval, the Owner and Tenant will be financially responsible for bringing such external structures into compliance with current Rules. Owners and Tenants are also financially responsible for damages or defacement to any external structure of any kind caused by their negligence or intentional misconduct. The Board will provide written notification via mail to the Owner and Tenant of any violations and the corrective action needed. Failure to correct any violations within thirty (30) days of the date on such written notification will result in imposition of fines as provided below and the necessary action will be taken by the Board to correct the violation

including employing contractors appointed by the Board. In such case, any costs incurred by the Association to correct the violation will be billed to the Owners and Tenants and the Association will pursue legal action if necessary, to seek reimbursement for such costs.

Rule #2 – Window Coverings and Apparatus – No vinyl, polyethylene, or other forms of flexible materials may be placed on the exterior surfaces of screen porches or any windows on the house. No awning, jalousie, shades, or other forms of window coverings shall be allowed on any external window surfaces. Exterior window shutters are prohibited. No air conditioning apparatus of any kind shall be attached to or installed in any window.

Rule #3 – Clothes drying – Drying or airing of clothes outside is prohibited. Clothes lines, poles, racks or frames may not be erected.

Rule #4 - Vehicle Repairs – Vehicle repairs are not permitted unless done within the garage and no work may be performed which creates the possibility of fire and/or explosion. Vehicle repairs performed as part of a home-based business are strictly prohibited (See Rule #21).

Rule #5 – Signs – No sign of any kind shall be displayed to the public view on any Lot or improvements thereon except a one-family name sign of not more than one hundred forty- four (144) square inches or one temporary sign of not more than two (2) square feet advertising the property for sale or for rent. Permitted signs cannot be more than one foot (12") into the common areas and cannot be illuminated. Only one "For Sale", "For Rent" or family name sign is permitted on each Lot. All signs not in compliance will be removed. No other signs of any kind shall be displayed to the public view on any structure or location within Rockledge including signs for any advertising, fund raising, political campaigns, or containing any offensive or insightful messages. Under no circumstance is any sign, flag, or other personal property to be installed or displayed in a common area.

Rule #6 – Maintenance and Use of Common Grounds – No personal property, such as, but not limited to umbrellas, canopies, tables, chairs, gas and charcoal grills, or other cooking devices, decorative lights, ornamentation or holiday decoration, plantings, recreational equipment, toys, or similar items are permitted to remain on the lawn or any common areas when not in active use. No such items shall be permitted under any circumstances to remain in the common area overnight. There shall be no use of the common grounds and green areas except natural recreational uses which do not injure the common areas or the vegetation thereon, increase the maintenance thereof, or cause unreasonable embarrassment, disturbance, or annoyance to Owners or Tenants in their enjoyment of the common grounds and green areas in the vicinity of their units. Under no circumstances is personal property, such as, but not limited to, plants, decorative lights, bird feeders, ornamentation or holiday decoration be installed on any grass area, tree, planting bed, or other common areas outside of the immediate border surrounding an individual residence or garage.

The Association has contracted for the care and upkeep of all common areas. No Owner or Tenant is to attempt to cut, prune, remove, maintain or alter any of the plants, grass, or other materials in any of the common areas.

Rule #7 – Planting – Owners or Tenants may add annual flowers, perennials, and dwarf variety shrubs maintained so as not to exceed three (3) feet of height, only to existing flowerbeds immediately bordering an individual residence or garage, and not in any common area, at their expense as long as the entire bed is then maintained by the Owner and Tenant during the flowering season, foliage is removed after flowering and such foliage is the responsibility of the homeowner or tenant, plants are chosen that blend into the existing style and decor of Rockledge, and such planting does not interfere with the work of the Association's landscape contractors, nor encroach upon any sidewalk. Debris from such plantings must be disposed of by the homeowner or tenant and not placed in common areas. A list of acceptable shrubs is available on HOA website. All shrubbery planted by Owners or Tenants becomes the property of the Association. The association has the right to remove any planting as needed for the overall upkeep of Rockledge. No trees or tall shrubs (exceeding three (3) feet in height) are permitted. Existing Association planting must be retained and not interfered with unless written authorization for removal is granted by the Board. Ornamental fences or other décor used to trim flowerbeds must be 6" or less in height and removable. Mulch purchased by Owners or Tenants must be the same color, texture, and type use by the Association's landscape contractor, and not exceed three (3) inches in depth.

An Owner and Tenant may utilize an area not to exceed three (3) feet beyond and within the length of the patio slab for the purpose of planting permissible dwarf shrubbery or flowering plants, provided that Board permission is obtained prior to any planting, the Owner and Tenant must maintain the entire area, and such planting must not interfere with the work of the Association's landscape contractors. All planting and shrubs, planted by the Owner or Tenant, must be maintained so as not to exceed three (3) feet in height. Fruit and vegetable plants are only allowed in the three (3) foot area immediately behind the patio and are forbidden in any other area. The fruit and vegetable plants may not grow taller than three (3) feet and must be well maintained. Under no circumstances is this right to use this area considered to be an easement, right of way, or increase to an Owner's or Tenant's lot size. Shrubbery or plants within this (3) foot area immediately behind the home is not the property of the Association, but may be removed by the Association, at the expense of the Owner or Tenant, if not properly maintained in compliance, by the Owner and Tenant.

Rule#8 - Wildlife and Domestic Pets – All Owners and Tenants must comply with local ordinances and Association rules regarding the keeping of domestic pets. No animals, livestock, or poultry shall be raised, bred, or kept in any dwelling or on any lot with the exception of domesticated dogs or cats or other domesticated household pets, provided they are not kept, bred, or maintained for any commercial purpose. No more than two (2) domesticated household pets in the aggregate may be kept in any residence. Owners and Tenants are required to keep pets on a leash when walking them outdoors, are prohibited from tying or caging pets outdoors, are obligated to clean up pet waste and must prevent their pets from becoming a nuisance or threat to other Rockledge Owners or Tenants. No pens or cages or runs for animals shall be permitted outdoors anywhere within Rockledge.

Owners and Tenants are prohibited from encouraging or inviting wildlife to take residence or seek habitation on any Rockledge grounds including feeding or watering of wildlife or providing temporary living structures for wildlife. Wildlife specifically includes stray or abandoned cats or dogs. Feeding of wild birds with seed, suet, or hummingbird nectar will be allowed and there shall be a limit of one bird feeder per unit as long as the area is kept clean and does not disturb other Owners or Tenants. The location of this bird feeder is limited to the border immediately surrounding the individual residence or

garage and may not be placed in a tree, on a pole, hook, stand, etc., or in any other fashion in a common area.

Rule #9 – Solicitation – Solicitation is prohibited by persons who are not Rockledge Owners or Tenants. Owners and Tenants must seek permission from the Board prior to soliciting. The Board will decide whether the planned activities are reasonable and non-offensive. Placing of materials on an Owner's or Tenant's lot or vehicle, or any common area is strictly prohibited unless express written permission is sought by the Board.

Rule #10 - Garage/Yard Sales – Garage and yard sales are not permitted within the Rockledge community.

Rule #11 – Garbage, Rubbish Removal, and Littering – No rubbish, garbage, boxes, clippings, pet waste, etc. shall be stored or placed on any exterior areas including porches, sidewalks, and common areas. Plant debris must not be placed on any common area. Composting is strictly prohibited in any exterior area as well as any related equipment including but not limited to compost bins, compost tumblers, soil makers, nature mills, or hot bins. Rubbish and garbage may be placed in the parking areas only within 24 hours prior to scheduled trash pick-up and must be stored in closed containers. Garbage and recycling containers may not remain outside past the scheduled day of collection. Garbage and recycling containers must be kept in the Owners' and Tenants' garage at all other times. Permanent placement of commercial or industrial garbage receptacles is prohibited. Owners and Tenants must seek Board approval before placing industrial or commercial garbage receptacles for temporary work or construction projects. Littering is strictly prohibited on any external areas and specifically includes improper disposing of cigarette butts.

The single exception to this rule is the allowed use of a small and sealed container for the temporary storage of pet waste by an individual Owner or Tenant. Each residence may have a maximum of a single pet waste sealed container not to exceed 15 inches in height and 12 inches in diameter. The container is to remain sealed, so as to exclude wildlife and odors, between uses and emptied each week into the normal trash for removal at each individual residence. At no time may the contents overflow the sealed container. This sealed container is to be placed either immediately behind, or on, the rear patio or immediately next to the individual rear garage door not facing the driveway area.

Rule #12 – Parking – ALL VEHICLES PARKING IN ROCKLEDGE MUST BE OPERABLE, i.e., ABLE TO START, RUN AND OPERATE AT ANY TIME. No commercial or non-passenger vehicles of any type are permitted unless garaged other than small business van-type vehicles. No un-licensed, un-registered, or uninspected vehicles shall be permitted on Rockledge property unless garaged and may be towed at the Owner's or Tenant's expense. No boats, RV's, recreational vehicles, motor homes, sleeper, or camper-type vehicles are permitted on the property for more than fourteen (14) days in a twelve (12) month period unless garaged. NOTE: Each unit has two (2) parking spaces - one in front of the garage and the second in a nearby parking area. For fire and safety reasons, no parking is permitted in any area not specifically designed for parking. No parking or driving on lawns or common areas is permitted.

Rule #13 – Recreational Vehicles – the use of any motorized recreational vehicle on Rockledge grounds is strictly prohibited including snowmobiles and ATV's.

Rule #14 -Firearms, Weapons and Fireworks – the use of any firearms or weapons on Rockledge grounds is strictly prohibited. Hunting of wildlife on Rockledge grounds is strictly prohibited. Fireworks of any kind are strictly prohibited in Rockledge.

Rule #15 - Skateboarding – Skateboarding is strictly prohibited**.**

Rule #16 Holiday Decorations – Holiday decorations are prohibited on exterior areas prior to thirty (30) days before or subsequent to thirty (30) days after an observed holiday or special event. All decorations are limited to the immediate border around an individual residence and garage.

Rule #17 - Garages – Garages may only be used by the Owner, Tenant, and their guests. Garages are not to be used for living accommodations or to house animals.

Rule #18 – Drugs & Illegal Substances – The use of drugs and illegal substances on common grounds is strictly prohibited.

Rule #19 – Hazardous Materials – The use or storage of hazardous materials of any kind on common grounds is strictly prohibited.

Rule #20 – Leasing and Registration of Tenants – The Board of Directors must be informed of all agreements and arrangements as to the occupancy of the property, which includes but is not limited to leases and non-owner occupancy. The term "Tenant" shall refer to all such non-owner occupancy. Owners who lease their property must register Tenants and provide a copy of the lease to the Association office within fifteen (15) days of the lease effective date. Contact information for any tenant occupying a residence must be submitted to the Board of Directors or its management agent within fifteen (15) days of lease execution. Contact information for any management company used to maintain the property must be submitted to the Association Office within fifteen (15) days of lease execution. All leases shall provide that the right of the tenant to use and occupy the Owner's unit shall be subject and subordinate in all respects to the provisions of the Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Rules and Regulations of the Rockledge Homeowners Association, and copies of each document shall be provided to the Tenant(s) by the Owner upon commencement of any lease or renewal and extension. Each Owner shall cause to be executed a Lease Addendum as supplied by the Association as may be amended from time to time. Owners will be held responsible for violation of these provisions if any are violated by their Tenant(s). No Owner shall be permitted to lease a Unit for transient or hotel purposes. No sub-leases of the property are permitted. The Lot may not be leased for periods of fewer than twelve (12) months without Board approval. Such Lease and/or occupancy of non-owner occupant(s) in a residence must comply with all municipal ordinances or other rules governing occupancy and/or leasing.

Rule #21 – Home-Based Businesses – All Owners and Tenants must comply with local ordinances and Association rules regarding home-based businesses. Home- based businesses are prohibited if such activity is (1) noxious, offensive, or creates a nuisance or hazard to other Rockledge Owners or Tenants,

or (2) provides a direct supply of services or property to a client or customer and the clients or customers served must enter the Rockledge grounds or Owner's/Tenant's property to receive delivery of such services or property. Examples of prohibited activities include day-care operations, beauty parlors, barber shops, health care operations, restaurants, bars, clubs, hospitality accommodations, repair shops, and manufacturing facilities. Commercial or business activities that demonstrate outward visible indicators such as unacceptable traffic volume, vehicle or parking congestion, prohibited advertising, or excessive and/or incessant disturbances to other Owners or Tenants will be investigated by the Board. Home offices used by an employee as a centralized base of operations for the convenience of his/her employer, for telecommuting, or as an office or workplace as incidental to the Owner's or Tenants normal occupation will be allowed as long as such activity does not violate the conditions of this Rule regarding home-based businesses and does not cause a disturbance to other Rockledge Owners or Tenants.

Rule #22 – Light Restrictions – No outside lights, spotlights, or torches are allowed to be on after midnight. Porch lights, motion sensor lights, and small lights along the sidewalk are specifically excluded from this rule. No lights may be placed in common areas.

Rule #23 –Dryer Venting – A modification form is required to install a dryer vent. Dryer venting must be per dryer manufacturer's specifications and must be a minimum of four (4) inches in diameter and/or at least as large as the dryer outlet. Dryer vents must be independent of all other systems and terminate outdoors, not into a chimney, a crawlspace, or an attic. It is not advisable to vent the dryer straight up through roof, but in some cases, it is the only solution. Dryer vents should have a smooth interior finish and shall be constructed of metal.

Rule #24: Resale Certificates for Foreclosures or Auctions

Effective as of the date of any private auction of a Unit, the Association shall prepare and maintain a current Resale Certificate, including all statutorily required documents and disclosures. This certificate will clearly outline any outstanding assessments, fees, or balances due on the Unit, as well as any existing, uncured rules violations.

Buyer Notification: The Resale Certificate shall be made available to potential buyers prior to or at the time of the auction to ensure full disclosure of the Unit's financial and regulatory standing.

Rule [25]: Prohibition of On-Site Live Auctions

In accordance with the nuisance, sign, parking, and common ground restrictions established in the Declaration (Article VIII) and existing Rules and Regulations (including the prohibition of garage and yard sales), live, on-site auctions of Units, personal property, or real estate are strictly prohibited within the Community.

Location Restriction: No live auctions, bidder registrations, or related public gatherings may be conducted on any Unit, street, driveway, or Common Element.

Permitted Alternatives: This rule does not prohibit the sale of a Unit via online, remote, or off-site auction platforms, provided that no public marketing signs, auctioneer activity, or vehicular/pedestrian traffic disruptions occur within the Rockledge community.

Fines

The following fines will be levied on Owners and Tenants for violation of any Rule of Conduct:

First Offense of the same Rule # within 3 years	Warning - No Fine
Second Offense of the same Rule # within 3 years	$100
Third Offense of the same Rule # within 3 years	$200
Fourth Offense of the same Rule # within 3 years	$400

For each offense, the Owner and/or Tenant will receive a written Violation Notice, via e-mail and/or mail to either (1) correct the violation, (2) pay any fine and correct the violation, or (3) contest the violation. The allowed response time is as follows:

- For **Rule # 1-2, 7, 12, 20-21, 23** will have **fifteen (15) days** from the date of the Violation Notice.
- For **Rule # 3-6, 8-11, 13-19, 2**2 will have **twenty-four (24) hours** from the date of the Violation Notice.

For Rules repeat offenses of the same Rule # within 3 years, the fine will be $400 for each and every offense after the fourth offense. Fines and other fees that remain unpaid will be referred to legal counsel and/or the collection agency contracted by the Association.

A $40 insufficient fund fee will be charged for returned checks.

Once the case is turned over to legal counsel, and/or collection agency, the Owner and/or Tenant will be responsible for paying any associated legal fees and collection costs in addition to the fines.

Example: *Mr. Smith received a fine of $400 for his* ***fourth*** *offense for a dog waste violation* ***(i.e. Rule #8)****. Each offense thereafter by Mr. Smith related to Rule #8 will be subject to a fine of $400. On the same day, Mr. Smith also receives a fine for his* ***second*** *offense regarding parking violations* ***(i.e. Rule #12).*** *Since the parking violation falls under a different Rule, that fine will only be $100.*

The Board will establish automated records to track the number of offenses by Owners and Tenants in each different Rule type and will become a permanent part of the Owner's and Tenant's record. Upon demonstrating no violations for a period of three (3) years for each specific rule, the cumulative offenses for that rule will be expunged. However, expungement does not eliminate the levied fine which is still owed.

Example: *In February 2023, Mr. Smith received a fine of $200 for his third offense for snowmobiling on Rockledge common areas (Rule #13). In May 2023, Mr. Smith also received a fine of $400 for his fourth offense regarding dog waste (Rule #8). From June 2023 through June 2026, Mr. Smith violates no Rules. In July 2026, Mr. Smith receives a violation for dog waste (Rule #8). Since Mr. Smith had no violations for three (3) years (i.e. from June 2023 through June 2026), his prior cumulative offenses are expunged. He will receive a first offense which is just a warning with no fine for his dog waste violation in July 2026. If Mr. Smith violated Rule #8 in May 2026, it will be his fifth offense, and he will be fined $400 because he again violated a Rule within the three-year period.*

To contest the fine, a written notice of intention to contest must be **received by** the Association within fifteen (15) days from the date of the Violation Notice. Upon receiving written notice of intention to contest, the Board will schedule a hearing at the next regularly scheduled monthly Board meeting. The Owner and/or Tenant must appear at the scheduled hearing and the Owner's or Tenant's contest will be subject to a Board vote. Failure to appear at the hearing will result in an automatic denial of the contest. Following the hearing, a formal Notice of Decision will be sent to the Owner and/or Tenant via mail. If the Board denies the Owner's or Tenant's contest, the violation must be corrected in twenty-four (24) hours or fifteen (15) days according to the violation Rule number and the fine will become payable in five (5) days from the date on the Notice of Decision.

Failure to correct the violation within fifteen (15) days or twenty-four (24) hours according to the violation Rule number from the date of the Violation Notice or, if applicable, within fifteen (15) days from the date on the Notice of Decision denying the contest, whichever is later, will result in the issuance of additional Violation Notices and the appropriate fines will be imposed.

Example: *Mr. Smith received a Violation Notice for his* ***first*** *offense (Warning-No fine) regarding dog waste. Mr. Smith did not contest the violation. He also failed to correct the violation within twenty-four (24) hours from the date of the Violation Notice. The Board will now issue a second Violation Notice (second offense) and a $100 fine will be imposed.*