

RULES AND REGULATIONS
FOR
KINGS GREENS CONDOMINIUM, INC.

14. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Association Property and for the protection of the values of the Units, the use of the Association Property shall be restricted and in accordance with the Rules and Regulations.

14.1. Occupancy of Units; Single Family Residence. A Unit shall be used only as a Single Family residence. As used in the Governing Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. For purposes of these Governing Documents, reside means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may reside in a Unit as an Owner, Resident, or Family member or for any reason Occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said person's Occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider the Disapproval Criteria established herein to constitute good cause for disapproval and may charge a reasonable fee for review of Occupancy requests.

14.1.1. Guest Suspension. The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from entering the Property if the Board finds that such person has engaged in a serious violation of the Governing Documents or applicable law upon the Association Property or has engaged in systematic violations of the Governing Documents or applicable law upon the Association Property. Prior to the imposition of such suspension or ban, the Owner shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee.

14.2. Residential Business Uses. Each of the Units shall be Occupied and used only for residential purposes, and not for business, commercial, or other purposes, provided any Unit may be used as a home office so long as same does not involve customers, patients or the like coming to the Unit and so long as such use is not otherwise apparent from the exterior of the Unit.

The Association does not permit transient accommodations. Any such efforts to use the Unit in a transient fashion and inconsistent with this Declaration will be denied. Offering Units through such programs as VRBO, HomeAway and Airbnb, and similar companies are not permitted.

14.3. Animals. Owners shall be permitted to keep two (2) domestic cats, two (2) domestic dogs, or one (1) domestic cat and (1) domestic dog in a Unit. The Board may require the permanent removal from the Condominium Property of any such pet that becomes a source of annoyance or nuisance to any other Owner or Resident. Guests and Tenants shall not be allowed to have pets.

14.3.1. Animals must be under handheld leash or carried at all times while outside the Unit, and therefore electronic devices such as fences to control animals are not permitted.

14.3.2. Excrement made by animals shall be removed by Owners or handlers immediately, placed in a sealed container, and deposited in the Owner's solid waste container. All Unit Owners must take a means to remove droppings with them when walking their pet.

14.3.3. Potentially dangerous animals such as, but not limited to, dog breeds as follows: Doberman Pinscher, Staffordshire Terrier, Chow Chow, Presa Canarios, Akita, Wolf Hybrid, Rottweiler, Pit Bull, German Shepard, Cane Corso, Bullmastiff, Alaskan Malamute, Siberian Husky, Great Dane, Bull Terrier and American Bulldog, are prohibited. Animals that are, in the sole discretion of the Board of Directors,

vicious, noisy, or otherwise unpleasant will not be permitted. In the event that an animal has, in the sole opinion of the Board, threatened a person or another's animal, has become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the animal, and the animal shall be permanently removed from the Association

- 14.3.4.** Any Owner or other Resident who keeps or maintains any animal shall, in exchange for and in consideration of the privilege to keep the animal, hereby indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping of such animal within the Association.
- 14.3.5.** The Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.
- 14.3.6.** Feeding of wildlife and other animals, especially ducks, bears, panthers, turtles, or fish (ducks, turtles, manatees, alligators, iguanas, snakes, bob cats, wild cats) is expressly prohibited and subject to fining by the Association. Leaving food unattended so that wildlife or roaming animals can easily find it is considered to be feeding wildlife. The Association will not hesitate to notify the appropriate authorities if feeding wildlife occurs.

14.4. Service Animals and Emotional Support Animals (ESA). Service animals and ESAs are subject to restrictions on all animals pursuant to Section 14.3. herein except where such restriction would conflict with the Fair Housing Act or other applicable law. Service animals and ESAs must be approved by the Board before the animal can be brought on the Association Property. Service animals and ESAs requests for reasonable accommodations shall be addressed in accordance with the Fair Housing Act. There shall be no fee for the approval of service animals or ESAs. The following is required by the Board for approval of service animals and ESAs:

- 14.4.1.** A letter from a licensed healthcare professional supporting the existence of a valid disability requiring a service animal or ESA. The letter must include the healthcare professionals full name, valid license number, place of business, and the date of last in-person care provided.
- 14.4.2.** If requesting more than one ESA, the healthcare professional must reasonably support the need for each additional animal.
- 14.4.3.** Proof of training for service animals.

14.5. Vehicles; Parking. In order to ensure the accessibility to the Property by fire, ambulance and other emergency personnel, the Board shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each Owner with notice thereof either through written notice to the Owners or the posting of signs. The parking facilities shall be used in accordance with the regulations adopted by the Board from time to time. No portion of the vehicle may extend out, over, or past the edge of the driveway abutting the roadway. All vehicles owned by a Unit Owner shall at all times be parked within the garage area or driveways permanently assigned to such Unit Owner; and may not be parked on other areas of the Condominium Property. All vehicles of guests shall be parked in Owner's driveway or designated guest parking areas. Unit Owners and residents shall not park their vehicles in any areas designated for guest parking. The Association shall have the right to order the towing of any vehicle, at the Owner's expense, not complying with the above rules. No more than three (3) cars may be parked on the driveway belonging to the Unit Owner or Tenant. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Condominium Property

14.6. Boats and Trailers. No Unit Owner shall store or leave any boat or trailer on the Condominium Property; however, an Owner may store a boat or trailer in the garage area assigned to such Unit if the boat or trailer fits in the garage with the garage door closed. Nothing contained herein shall be interpreted to allow a Unit Owner to park his other vehicles anywhere other than in the garage area assigned to the Unit.

- 14.7. Garage Doors.** All garage doors shall be kept closed at all times except when entering and exiting the garage area or when the Unit Owner is physically present in the garage area. Any Unit Owner desiring to paint the garage door assigned to the Unit shall only use paint of the type and color specifically designated by the Board. Further, the Association may require a Unit Owner to paint such garage door if, in the reasonable discretion of the Association, the garage door is in need of repainting.
- 14.8. Towing.** Any vehicle that is parked in violation of the Association's restrictions may be towed or booted. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. The Association is not liable for trespass or for any damage to a vehicle that is towed or booted by a licensed and insured company. Owners and Lessees are responsible to see that all of the Occupants of their Units, Guests, and Invitees, comply with the Association's parking restrictions. Owners shall indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any Occupant of the Unit, Guests, and Invitees, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.
- 14.9. Architectural and Landscaping Control.** No Unit Owner may make any structural or non-structural alterations or additions to the Unit, Limited Common Elements or Common Elements without the express written consent of the Board of Directors or Architectural Control Committee, as the case may be. No Owner may make any change to the exterior of the Unit, or to the interior of the Unit if visible from outside the Unit, without the express written consent of the Board. Specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Control Committee as permitted in the Bylaws.
- 14.10. Exterior Improvements or Alterations.** No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed upon the outside walls, doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. No balcony may contain or include an unapproved screen enclosure or other similar structure unless the Unit Owner has first obtained the written consent of the Board of Directors or the Architectural Control Committee, as the case may be. The Board may adopt plans and specifications permitting the construction and/or installation of screen enclosures or other similar structures, it being the Associations intention to maintain a uniform appearance of balcony areas in the Condominium.
- 14.11. Master Association; Architectural Review Committee.** The standards stated above are for the purpose of establishing general architectural and landscaping standards and minimum restrictions for the Association community wide. Kings Greens Condominium Association, Inc. may adopt more stringent standards, but cannot allow items that are forbidden by the Master Declaration of Cypress Pines Property Owners Association.
- 14.12. No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.
- 14.13. Nuisances.** No Owner shall use his Lot or Association Property, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the Occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first-class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

- 14.14. Rules and Regulations.** The Board may, from time to time, adopt and amend Rules and Regulations governing the and restricting the use and Maintenance of the Lots, provided however, that copies of such Rules and Regulations are furnished to each Owner prior to the time that they become effective.
- 14.15. Signs.** No Unit Owner shall post or display, or permit to be posted or displayed, any signs within or outside of their Unit, including, without limitation, “For Sale”, “For Rent”, “Open House”, or similar signs. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit.
- 14.16. Temporary or Permanent Structures.** No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns. Moving pods, storage units, or other out buildings shall be used, placed or erected on any of the Common Elements without the prior written approval of the Board of Directors, or the Architectural Control Committee, or the Master Association’s Architectural Review Committee, as the case may be, as to its location, design, architecture and appearance. In regards, to moving pods or temporary storage units, the units must be placed fully on the driveway of the unit for no more than 20 days from the date of the written approval from the Board of Directors or the Architectural Control Committee.