

## **Rules and Regulations Great Bend Yacht Club (HOA)**

Section 1. Outside of Building. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building and no sign, awning, canopy, shutter, or antenna of any kind shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof or exposed on or at any window, without the prior written consent of the Board. Satellite dishes smaller than 20 inches are excepted. No trees may be cut for the sole purpose of the lining up with a satellite. However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the docks or the benefit of the Community.

Section 2. Fences. No fences or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the Board or its designee. The Board or its designee may issue guidelines detailing acceptable fence styles or specifications, and in general there will be no chain link fences allowed. Fences may only be installed in an area located between the front and rear yard setback and the side lot lines. Where side yards front a street or ingress/egress easement, then a fence must be within the building setback. Nor shall any other structure be erected between the rear yard setback and the back lot line. The intent of this regulation as related to owners is to present an aesthetically pleasing, "non-walled off" appearance from, to, and in the vicinity of the river and other views. Unless otherwise prohibited by any applicable government regulations regarding the installation of a pool, in this event a pool may be installed, including the usual/safety fence, no further than 30 feet toward the river from the rear yard setback.

Section 3. Soliciting. Canvassing, soliciting, and peddling on the property is prohibited and each Owner shall cooperate to prevent the same.

Section 4. Outside Lighting. Only clear or white light bulbs shall be used in outdoor lighting fixtures. Except for approved lighting as originally installed on a Residence, or approved by the Board, exterior lighting visible from the street or boat slips shall not be permitted.

Section 5. Boats, Trailers, and Off-the-Road Vehicles. All vehicles, other than passenger cars, pickups, and vans, are required to obtain the written permission of the Board prior to being parked within the property. The Board shall, at their discretion, have the right to designate parking areas for boats, trailers, etc., and further more, have the right to change that location from time to time. No vehicle shall be allowed within the property if, within the judgement of the Board, said vehicle constitutes a hazard, is a nuisance, is objectionable, or is left in an inoperable condition. No vehicle may be parked on the street known as "Railway Lane" on a regular basis. Off street parking for all vehicles must be provided by the lot owner. Boats, motorcycles, motor homes, utility trailers and other vehicles, other than regular passenger cars and pickup trucks may not be parked on the street at any time. All vehicles must be in good operating condition. No abandoned nor inoperable vehicles will be allowed. Vehicles shall not be parked in the yard, but a paved concrete parking area for each vehicle must be provided by each lot owner. Motor homes temporarily located on individual lots cannot be occupied and must be parked on a concrete area.

Section 6. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time either temporarily or permanently, except that a temporary sales office may be permitted on a lot by the Developer, Butler Basin Marina, LLC.

Section 7. Signs. No signs of any kind shall be displayed to the public view on any lot, except for one sign of not more than eight (8) square feet advertising for sale or rent, or for signs used by a builder to advertise the property during the construction and sales period.

Section 8. Owner's Maintenance Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition all property which is owned by such Owner. Such maintenance obligation shall include, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; repair of exterior damages to improvements.

Section 8A. Huntsville Utilities Maintenance Requirements for Private Subdivision.

1. Repairing and Relocating of Utility Equipment: Owner acknowledges that some of the lines, mains, pipes, meters, metering devices and other equipment which will be installed over, upon and under the property of the Owner may or might require relocation, maintenance and repair which may or might necessitate the removal of dirt, concrete, asphalt or other material and that upon Huntsville Utilities removing the same and repairing the mains, lines or equipment, it shall be the sole and complete responsibility of the Owner to immediately replace the material removed and to restore the property to the condition that the same was in prior to such removal. All expenses incurred for such repairing and for changes in elevation of meters and metering equipment shall be paid for by the Owner and in the event that Huntsville Utilities performs such services or replaces such material removed, the Owner does hereby agree on demand to immediately pay the full and complete cost plus ten percent (10%) which Huntsville Utilities may or might incur in replacing, repairing or relocating the same.

2. Owner Maintaining Meter Boxes and Housing: The Owner does hereby acknowledge that Huntsville Utilities has no control over the property which certain utility equipment will be installed and that in consideration of Huntsville Utilities furnishing utilities to the Owner, the Owner does hereby acknowledge, acquiesce and agree as follows:

(a) That Owner has full and complete responsibility to keep, maintain and repair all the housing, meter pits, meter boxes and lids which may or might be now or hereafter installed on the property of the Owner.

(b) That Owner shall at all times, keep and maintain all of the housings, meter pits, meter boxes and lids in a safe condition at all times and will further make any and all repairs to the same immediately and forthwith which may consist, but not be limited to, replacing any and all lids, covers, all meter boxes or pits which become broken, loose, lost, ajar or destroyed.

Section 9. Utility Lines and Energy Conservation Equipment. No overhead utility lines, including lines for cable television, telephone, etc., shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of the Developer. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Board or its designee.

Section 10. Letter and Delivery Boxes. The Board shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto. Such mail or paper delivery box(es) must meet U. S. Postal Service requirements.

Section 11. Plants, Gardens, Trees, Etc. Owners shall be allowed to plant and grow flowers or small shrubbery and shall be responsible for the maintenance thereof. However, no Owner shall

cause or allow the planting or growing of any type of shrubbery, flower, tree, vine, grass, vegetables, or other plant life on the Common Elements or within their Lot, which blocks the view of others, without the prior written consent of the Board. No trees shall be removed without the express consent of the Board or its designee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of the other trees; (c) trees needing to be removed for safety reasons; (d) trees located within five feet from the foundation of building approved by the Architectural Review Committee; or (e) smaller than 6". Proper soils shall be maintained at all times around trees (and their roots) which are not removed.

Section 12. Boat Waste. All members, boat owners and their guests will be responsible for complying with applicable Federal and State rules and regulations concerning disposal of boat waste. The Yacht Club also reserves the right to assess any member an amount to be determined by the Board for pumping waste into the Marina Basin.

Section 13. Landscaping and Lawn Maintenance. The Yacht Club will maintain the landscaping and grass in the common areas but it will be the member's duty to maintain on a regular basis and with normal acceptable care their individual lots. Failure to do so may cause the Yacht Club to do same and assess the member for the cost incurred. Damage by the Member or his Contractor shall be immediately repaired by the Member. The Yacht Club also reserves the right, but not the obligation, to ban the use of certain lawn chemicals which it feels will harm the basin. In order to keep the grass healthy and irrigated around the Basin for the enjoyment of all, the Yacht Club will have Right of Access to perform normal maintenance and upkeep on the irrigation system between the Basin and the rear setback line of all lots where the system is installed.

Section 14. Construction Debris. Owners and their builders shall be responsible for keeping all debris, i.e. dirt, mud, etc., off of the streets during construction. Owners and their builders shall be responsible for limiting the burning of waste materials on site to a small, confined warming fire during cold weather. All other debris shall be promptly removed from the lot after construction is completed.

Section 15. Use of Common Elements. The Common Elements shall be used only for access, ingress and egress to and from the Marina Facilities and the respective Lots by the persons residing therein and their respective guests, household help, and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Lots; provided, however, other special areas shall be used for such purposes as are approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or interfered with by any Owner.

Section 16. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activity or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 17. Animals and pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health,

make objectionable noise, (including, but not limited to persistent barking dogs) or constitute a nuisance or inconvenience to the Yacht Club members or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 18. Maintenance and Repairs. Each Owner shall perform promptly, and at his own risk, cost and expense, all maintenance and repair work with respect to all portions of his Lot. Damage to Common Elements, such as the docks, by an Owner or his guest shall be repaired by the Yacht Club and assessed to the responsible Owner.

Section 19. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken in any part of the Community.

Section 20. Drainage. Catch basins, retention ponds and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, ponds, storm drains except with the permission of the Architectural Review Committee. Developer hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage as its sole expense.

Section 21. Air-conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed.

Section 22. Above Ground Swimming Pools. Except as may be permitted by the Board or its designee, above ground swimming pools shall not be erected.

Section 23. Driveways. Except as may be permitted by the Board or its designee, driveways shall be constructed with concrete.

Section 24. Leasing. Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Articles, By-Laws, use restrictions, and rules and regulations of the Yacht Club. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 25. Occupants Bound. All provisions of the Articles, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 26. Exteriors. Except as may be permitted by the Board or its designee, the exterior of all improvements including, without limitation, Residences must be repainted in a color used in the original construction of Residences within the Community.

Section 27. Roofs, Chimneys, and Masonry. Roofs of dwellings constructed on all of said lots shall be of architectural grade shake like shingles of asphalt or wood or as approved by the Architectural Review Committee. All chimneys and other masonry of dwellings constructed on all the lots of said subdivision shall be approved dry stacked stone construction only. In addition, all building foundations up to the first floor will be dry-stacked stone with masonry backing or as approved by the Architectural Review Committee.

Section 28. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Section 29, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 29. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) day's written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 30. Construction and Sale Period. Notwithstanding any provisions contained in the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Developer's right unilaterally to subject property to this Declaration as provided herein terminates, it shall be expressly permissible for Developer and any builder or developer approved by Developer to maintain and carry on, upon such portion of the Community as Developer may deem necessary, such facilities and activities as in the sole opinion of the Developer may be required, convenient, or incidental to Developer's and such builder's or developer's development, construction, and sales activities related to property described as Great Bend as it may be amended from time to time, to this Declaration including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community, including directional and sales signs in the common areas; and the right to construct and operate business offices, signs, banners, flags, construction trailers, sales offices, model residences with fences, gates and walkways, and hold open houses and Parades of Homes for the public. Developer or such builder or developer as model Residences and sales offices. Rights exercised pursuant to such reserved property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage as its sole expense.