

RULES AND REGULATIONS

THE ESTATE AT WESTBURY HORIZONTAL PROPERTY REGIME

July 18, 2017

In order to create a congenial, pleasant, safe, and dignified living atmosphere that is respectful of all Owners and Occupants of Units, these Rules and Regulations have been adopted by the Board of Directors. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to Owners, Occupants, and their families, tenants, guests, agents, invitees, contractors, and employees. Any capitalized term not defined herein shall have the meaning given in the Master Deed or Bylaws of the Association.

1. RESIDENTIAL AND BUSINESS USAGE.

- A. **Single Family Residential Use and Occupancy Limits.** Units shall be utilized for single family residential family purposes only. Owners and Tenants shall adhere to HUD's Occupancy Code of 2 people maximum per bedroom.
- B. The Association will notify an Owner in writing if an Owner's Unit exceeds authorized occupancy levels, and the Owner will have 30 days to correct the violation or be fined.
- C. **At-Home Businesses/Usage.** Private business may be conducted in a Unit to the extent allowed by applicable zoning laws but may not create undo traffic, noise, or disturbances to other occupants of the community as determined by the Home Owner's Association Office.

2. TIMESHARING AND RENTALS.

Pursuant to Section 10.3 of the Master Deed, in order to alleviate problems of security and disruption associated with frequent changes in occupancy, the following rules apply:

- A. **Timeshares:** Units shall not be divided into or operated as timeshares or interval ownership segments.
- B. **Rental Minimums:** Units shall not be leased or rented for periods less than one hundred eighty (180) consecutive days to the same individual.
- C. **Tenant Applications; Leases; Screening Tenants:** Owners must conduct **NATIONAL** background checks for all prospective tenants. A copy of each tenant's background check report, with the social security number redacted, must be submitted to the Association along with a copy of the lease and the tenant's lease application including, without limitation, **the name(s), home address(es), and telephone number of the tenant(s) or PRIOR** to the tenant taking occupancy of the Unit. Failure to provide documentation prior to move –in will result in a fine. No one who has ever plead guilty, no contest, or been convicted of a misdemeanor that involved drugs, weapons, theft, gangs, violence, or a threat to the health, safety, welfare of others within the last ten years will be allowed to reside on the Property. Any person who has ever plead guilty, no contest, or been convicted of a felony may not reside on the property.
- D. **Compliance with Governing Documents:** All occupants of the community must understand and fully comply with the provisions of the Master Deed and these Rules and Regulations.
- E. **Leases; Renewals; Vacancies:**
 - 1) Property managers or Owners shall be responsible for providing copies of all leases and paperwork that Owners are obligated to provide under the Rules and Regulations.
- F. **Property Management.**
 - a) **Licensure.** All property managers must be properly licensed by the LLR of SC.
 - b) **Board Mandated Evictions:** After 3 (three) violations of the Master Deed or Rules and Regulations by the same Unit, the Board of Directors may require that the Owner evict the tenant for violation of the Master Deed or Rules and Regulations.
- G. **Disruptive Tenants, Criminal Behavior.** Repetitive disruption will not be tolerated. Fines will be assessed. Illegal or criminal activities will result in fines and the owner of the unit will be required to evict all occupants.

3. **USE OF CLUBHOUSE, POOL, AND OTHER COMMON ELEMENTS FOR PRIVATE EVENTS.** Any Owner wishing to use any Common Element for a private event must comply with the rules set forth by the Association Office.
4. **OWNER AND TENANT RESPONSIBLE FOR CONDUCT OF OTHERS IN UNIT.** Each Unit Owner shall be deemed responsible to the Association for the results of the actions or omissions of Occupants of the Unit and their agents, invitees, guests, and pets while on the Property, but the responsibility of the Unit Owner shall not relieve any Occupant of the Unit or their agents, invitees, or guests from any liability to the Association or *any* other Person for their acts.
5. **Residency on the Property:**
 - 1: Only the following Persons with proper authorization may reside on the Property: Owners; Occupants who are named on a lease.
 - 2: Guests who stay on the property longer than 14 days are no longer considered guests but occupants of the unit. They must then register with the unit owner or property manager and the HOA office. All documentation required for lease holders will also be required for all occupants over the age of 18.
 - A. **Vendors:** Shall be restricted to working on the Property during the hours of 8 am-6 pm Monday through Friday. Vendors may not do work on the Property on weekends, with the exception of deliveries or emergencies. Construction and renovation shall not take place on the weekend without advance special permission from the Board of Directors.
 - 1) All vendors must hold a business license, have proper identification, and be insured. Specialty jobs such as plumbing, electricity, etc. must be completed by specially licensed professionals of that field.
6. **WEAPONS.** Because of the danger to persons and property, the brandishing or displaying of any weapon at any time on the Property is prohibited, except by law enforcement.
7. **PETS.**
 - A. **Screening/Registration.**
 - 1) Occupants with pets must complete the applicable section pertaining to pets on the HOA Form before a pet may occupy a Unit. If the pet is a dog or a cat, a current photograph must be attached to the form. The Association Office will present a copy of the house policies to the Occupant for review and signature. Tenants must provide a copy of their lease and a \$50 application fee. Failure to complete the form and register the pet will result in fines being assessed.
 - 2) The Association will assess fines per pet for each day the pet(s) remains on the Property without approval against the Owner of the Unit in which the pet is kept. The Board of Directors shall have the right to approve or disapprove the pet application of any Occupant that does not go through the proper screening and registration process prior to bringing the pet onto the Property.
 - 3) Following approval of a pet by the Association, an Occupant with a pet will be given 1 (one) numbered registration tag for the pet's collar. The tag must be on the pet and available for examination by code enforcement and/or security at any time that the pet is outdoors. The Association will assess fines against the Owner of the Unit in which the pet is kept if a pet is found to be outside without the numbered registration tag.
 - B. **Permissible Pets and Pet Fees.** The Association will charge a monthly pet fee of \$15.00 per dog, as follows to assist with funding pet stations the expense of removing pet waste as needed:
 - 1) **Owners:** So long as an Owner has a good record without violations of the Pet Rules and Regulations, the Owner will not be charged a monthly pet fee. One written warning will be given by the Association to the Owner for a violation of the Pet Rules and Regulations. After that written warning, the Association will charge the monthly pet fee to the Owner from that point forward so long as the Owner has a dog.
 - 2) **Tenants:** Monthly pet fee will apply to all tenants.

- a) Billing: The monthly pet fee will be applied to the Owner's (landlord) account with the Association and billed along with Association regime fees. Owners are responsible for collecting reimbursement from their tenants if they so desire.
 - b) Pet Waste: This monthly fee does NOT exclude pet caregivers from their responsibility in cleaning up after their pet's waste. Fines will apply should pet waste not be picked up.
 - 3) **Service Animals**: There will be no monthly fee for verified service animals. However, an official letter from a physician declaring a need for the service animal will be required.
- C. **Permissible Pets**. Fish, Birds, Cats, and Dogs are permitted. Dogs must weigh less than 35 pounds. No vicious breeds allowed.
- D. **Number of Pets Permissible**.
- 1) **Owners**: Owners may have up to 2 (two) pets per Unit. Fish do not count toward that limit.
 - 2) **Tenants**: Tenants may have 1 (one) pet per Unit. Fish do not count toward that limit.
 - 3) **Service Animals**: Service animals do not count toward the pet limit, as legally the service animal is not a "pet". However, an official letter from a physician declaring a need for the service animal is required.
- E. **Vaccination & Spay/Neuter Requirements**.
- 1) **Vaccinations**: All pets must be kept up to date on vaccinations. A vaccination record is required for each pet, showing the pet's name, specific breed(s), sex, color, and next vaccination due date. South Carolina law requires that all cats and dogs be vaccinated against rabies. Additionally, the Estate at Westbury requires distemper vaccinations.
- F. **Restrictions**.
- 1) **Leashes**: Pets must be leashed at all times when outside a Unit. If extendable leashes are used, dog caregivers must remain close enough to the dog to keep the dog under firm control.
 - 2) **Breeding**: Pets shall not be kept, bred, or used for any commercial purpose.
 - 3) **Roaming/Tethering**: Pets must not be allowed to roam free or be tethered in the Common Elements.
 - 4) **Supervision**: Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
 - 5) **Pet Waste**: Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet waste in the provided pet stations provided throughout the Property. Cat litter may not be disposed of in toilets.
 - 6) **Damage**: Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet caregiver.
 - 7) **Noise/Nuisance**: No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a) Pets whose unruly behavior causes personal injury or property damage.
 - b) Pets who make noise continuously and/or incessantly.
 - c) Pets in Common Elements who are not under the complete physical control of a responsible caregiver and on a hand-held leash of no more than six feet in length or in a pet carrier.
 - d) Pets who relieve themselves on walls or floors of Common Elements.
 - e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f) Pets who are conspicuously unclean or parasite infested.
 - 8) **Service Animals**: Notwithstanding any other provision herein, disabled Occupants may keep service animals in their Units.
 - 9) **Pets of Guests**: Occupants are responsible for the pets of guests who visit their Unit; such pets are subject to the same restrictions as resident pets.
- G. **Pet Enforcement & Fines**.
- 1) **Fine Schedule/Procedure**:

- a) **There will be no warning given for unauthorized pets.**
- H. **Fine Billing Policy:** All fines will be applied to the Owner's (landlord) account with the Association and billed along with association regime fees.
- I. **Pet Removal Hearing:** If violations continue after the 3rd violation, arrangements will be made for a hearing before the Board of Directors to determine whether the pet may remain on the Property.

NON-SMOKING AREAS AND SMOKING AREAS. All Common Elements on the Property are NON-SMOKING.

OFFENSIVE ACTIVITIES.

- A. Owners are responsible at all times for the reasonable conduct of themselves, their tenants and guests.
 - 1) **Outside Quiet Hours:** From 9 pm to 7 am, the volume outside Units must be significantly reduced to avoid disturbing Occupants. Music must not be heard from your vehicle beginning at the Westbury Park entry gates. The Association shall impose penalties for violations:
 - 2) **Curfew for Minors:** No one under sixteen (16) years of age shall be allowed in the Common Elements from 8:00 PM to 7:00 AM, unless accompanied by an adult Owner or Occupant.
 - D. **Loitering:** Loitering is not permitted on the Property, including, without limitation, in the breezeways, on stairwells, sidewalks or in parking lots at any time night or day. The Association shall impose penalties for violations and possible eviction.
 - E. **Littering:** No littering is allowed on the property. Occupants are subject to fines and possible eviction.
- 8. SKATEBOARDS AND ALL OTHER WHEELED DEVICES ARE PROHIBITED ON THE PROPERTY.**
- 9. SECURITY.** All Owners and Occupants and their invitees and guests shall cooperate with security personnel at all times.
- 10. POOL RULES.** The following rules and regulations have been established for the welfare of all Occupants and also to prevent damage to the Common Elements.
- A. **Swim at Your Own Risk:** All persons swim and use the pool at their own risk. **NO LIFEGUARD IS EVER ON DUTY.**
 - B. **Gate:** The gate to the pool area must be kept locked at all times for safety and to comply with SCDHEC ordinances.
 - C. **Pool Entry:** Pool fobs (entry keys) may not be shared with non-Occupants or other Occupants. Occupants may not open the pool gate for others, even those they know to live on the Property. Doing so may cause loss of pool privileges (note security cameras). Entry by climbing over the pool fence is prohibited and subject to fines.
 - D. **Guests:** The pool may be used only by Occupants and guests of Occupants. Pool use shall be at the sole discretion of the Management Agent or the Board. An Occupant must accompany every guest at all times. A maximum of four (4) guests per Unit are allowed in the pool area at any one time, unless the pool has been reserved for a private event.
 - E. **No Pets:** No pets are allowed in the pool area at any time due to SCDHEC ordinances.
 - F. **Glass Containers/Smoking/Food:** No glass containers may be brought into the pool area at any time. The pool is a NO SMOKING AREA. Food must be confined to tables only.
 - G. **Running/Horseplay:** Running, undue splashing, "horse-play", spitting or obscene gestures or language are not allowed. Determining whether such an offense occurred shall be at the sole discretion of Management Agent or the Board.
 - H. **Dress:** Only persons dressed in appropriate swimming apparel will be allowed in the pool. No cutoffs of any type or street wear are permitted in the pool. Toddlers in diapers must wear waterproof pants with well-fitting elastic legs over swim diapers when in the pool.
 - I. **Toys/Play Equipment:** Pool play equipment shall be limited to small rings, noodles, and balls. Large play equipment such as air rafts may be used only if they are not any annoyance to other swimmers.

No swim fins, boats, large inner tubes or Styrofoam equipment are allowed. Safety equipment is for emergency use only!

- J. **Music/Audio Devices:** Only battery operated radios and audio devices are allowed in the pool area, and then ear phones must be used. Electrically operated radios and audio devices are prohibited.
 - K. **Quiet:** Persons using the pool must respect their neighbors' rights to quiet and keep the noise to an absolute minimum.
 - L. **Cleanliness:** Throwing foreign matter or debris into or around the pool area is prohibited as this may result in pool closure to reestablish a chemical balance to satisfy the requirements of applicable ordinances. Fines will be assessed.
 - M. **Under age 16:** Persons under sixteen (16) years of age must be accompanied by an adult occupant at all times. Minors may lose the privilege of pool use without an adult present if these rules are not adhered to or if there are other behavioral issues on the Property.
 - N. **Pool Furniture:** Pool furniture is to be used only for pool purposes and may not be placed into the pool
 - O. **Intoxication:** No intoxicated persons or persons having infectious diseases shall use the pool at any time.
 - P. **Trespassing/Pool Closure:** The pool shall not be used during repairs or maintenance or when it has been closed for any other reason. Any entry while pool is closed is trespassing.
 - Q. **Private Parties:** The pool may be reserved for private occasions for a time period up to two hours. To schedule a private pool reservation, contact the Association Office. Hours available for private reservations are limited. (Please see section 3).
 - R. **Fines:** Owners shall be subject to the imposition of a notice and fine for any violation. Anyone breaking these rules may lose pool privileges for up to sixty (60) days for each occurrence and pool fobs will be deactivated.
 - S. **Pool Hours:** Summer hours are sunrise to sunset. The pool is closed for the fall and winter seasons.
- 11. WINDOW TREATMENTS.**
- A. **Window Treatments:**
 - 1) **Blinds:** All windows must have blinds, which must be white and horizontal. No vertical blinds are permitted. Small slat blinds or plantation blinds are acceptable. Blinds must be in good working order and free from bent slats, cracks, tears and must not be broken.
 - 2) **Curtains and window treatments:** All windows must have blinds between the window and curtains or other types of window treatments.
- 12. ANTENNAS AND TELECOMMUNICATIONS EQUIPMENT.** No television, radio or other telecommunications antenna, aerial, component or dish shall be erected on or attached to a Unit, Garage Unit, Common Elements, or Garage Common Elements.
- 13. APPROVAL OF MODIFICATIONS.**
- A. Unless otherwise expressly permitted in writing by the Board of Directors no painting, decoration, attachment to, or modification of a Unit, Garage Unit, Common Elements or Garage Common Elements is allowed. No modification of the Common Elements or Garage Common Elements of structural, mechanical, electrical or plumbing systems of a Unit or Garage Unit shall be permitted.
 - B. The Board of Directors may determine that certain attachments to a Unit, Garage Unit or any portion of the Common Elements or Garage Common Elements, such as, without limitation, balcony ceiling fans, exterior lights, must be in uniform in appearance and location in order to preserve the visual harmony of the Property.
 - C. **Floor Modifications:** All floor replacements for 2nd and 3rd floors must be carpeting over 80% of the Unit, to include bedrooms, living room, dining room and hallway.
 - 1) With advance approval by the Board of Directors, non-carpet flooring may be laid by a professional licensed installer on second and third floors, only when 6 mm or thicker acoustical cork or other sound-insulating material acceptable to the Board of Directors is applied to the subfloor or underlayment with an adhesive approved by the manufacturer. A plan with specific product information and installer information must be submitted to the Board for approval prior to

installation. The Board of Directors shall assess a fine against any Unit failing to obtain Board approval prior to installation.

- 2) As a response to an abundance of noise complaints by Occupants, second and third floor Units that have been tiled or had wood flooring installed without proper sound barriers may be grandfathered in, but Occupants of such Units must install non-tacked carpet runners and rugs with 1/2" rubber foam padding over 80% of the bedrooms, living room, dining room and hallway to serve as sound insulation (as determined by the Board of Directors). A plan with specific product information and installer information must be submitted to the Board for approval prior to installation. Owners of Units with noise complaints due to flooring without proper sound insulation will be notified in writing, via certified mail signed receipt, and will have 30 (thirty) days to comply.
 - 3) Owners who fail to submit a plan to the Board of Directors, who install sub-standard carpeting or foam padding or use an unlicensed installer, and as a result the sound barrier does not meet the requirements of this provision (as solely determined by the Board of Directors), will not be in compliance or grandfathered in.
 - 4) If non-carpet flooring is installed in a Unit directly over plywood with no sound insulation and the Owner refuses to comply with the requirements of the above provision to be grandfathered in, the Association will assess against the Owner of such Unit fines until the Unit is in compliance. Any additional fines for noise complaints will also apply.
- D. Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances or codes or other covenants that may apply to the work. The Board of Directors, its authorized designee, the Association, the Management Agent, and their respective officers, employees and agents shall not be responsible for any defects in any plans or specifications approved by the Board of Directors or its authorized designee, nor for any defects in any work done according to such plans and specifications.
- 14. TRASH.** Household trash and other waste must be disposed of in trash compactor across from the Clubhouse or taken off property. Bagged garbage and boxes are permitted. Household furniture and large items are not permitted. Fines will be imposed for noncompliance.
- 15. OBSTRUCTION AND USE OF COMMON ELEMENTS.** Nothing shall be stored or kept on any part of the Common Elements. Corridors, steps, breezeways, driveways, parking areas, and pathways shall not be used as play areas.
- 16. VEHICLES, VEHICLE ACCESS TO THE PROPERTY, AND PARKING.**
- A. **Vehicle Access and Parking:**
- 1) No mobile home, trailer, boat, house trailer, camper, motor vehicle with sleeping facilities, bus, truck over one (1) ton capacity, or commercial vehicle over one (1) ton capacity shall be parked or stored on the Property overnight.
 - 2) All vehicles must be parked in designated paved parking spaces or Garage Units. Vehicles may not be parked on grassed areas.
- B. **Parking Decals:** All vehicles of Occupants must display a parking decal to be parked on the Property.
- 1) Each Unit is entitled to receive up to 2 parking decals for onsite occupants. Additional vehicles of Occupants must be parked or stored off the Property due to the number of available parking spaces. Owners may obtain decals for personal vehicles if their unit is rented.
 - 2) Failure to obtain a parking decal will result in towing without notice at the vehicle owner's expense.
 - 3) **Requirements to Obtain a Parking Decal.** In order to obtain a parking decal, Occupants must provide the following:
 - a) Copy of current driver's license valid in the United States;
 - b) Copy of current vehicle registration;
 - c) Copy of current vehicle insurance; and
 - d) Copy of current lease (for renters only).
 - 4) **Commercial Vehicle Parking Decals.**

- a) Vehicles of a primarily commercial purpose (e.g. equipment stored on the exterior or larger than a standard vehicle parking space) must display a commercial parking decal and must be parked only in designated commercial parking spaces.
- b) Failure to obtain a commercial parking decal or park in the designated commercial spaces for a commercial vehicle will result in towing without notice at the vehicle owner's expense.
- 5) **Motorcycles, Mopeds and Scooters.** Motorcycles, mopeds, and scooters must display a parking decal and must park in designated motorcycle parking spaces when available.
- C. **Past Due Association Account:** Parking decals will not be issued for a Unit if there are any past due amounts owed to the Association for such Unit, including, without limitation, assessments, fees, fines, utilities, etc.
- E. **Vehicle Repairs:** Vehicle repairs on the Property shall be limited to minor emergency repairs requiring a short period for completion, such as charging or replacement of a dead battery or repair of a flat tire. For safety, vehicles may not remain unattended in a raised position without the vehicle owner or repair person being present.
- F. **Abandoned and Inoperable Vehicles:** Any inoperable vehicle or a vehicle in a state of disrepair located in a parking space that is not moved within a 48-hour period will be considered abandoned. Abandoned vehicles will be subject to towing without notice at the vehicle owner's expense.
- G. **Indemnification:** The Association, Board of Directors, and Management Agent shall not be responsible for any loss or damage to vehicles or personal property within vehicles parked on the Common Elements or Garage Common Elements.

17. RESPONSIBILITY FOR DAMAGE TO COMMON ELEMENTS.

- A. If any maintenance, repair, or replacement of any portion of another Unit or the Common Elements or Garage Common Elements ("Repairs") is required because of the negligent or willful act or omission of an Owner or Occupant of a Unit ("Liable Party"), then the Liable Party shall be responsible for such maintenance, repair, or replacement as described below. For example, if damage is caused to a Unit due to a clogged heating ventilation and air conditioning line that services only the Liable Party's Unit, the Liable Party will be responsible for all resulting damage.
- B. **Repairs Exceed Deductible**
 - 1) In the event that the cost of Repairs meets or exceeds the amount of the deductible associated with the Association's applicable insurance policy, the Liable Party may request to have the Association file a claim through the Association's insurance policy in accordance with section 8.6 of the Master Deed for payment of the cost of such repairs. The Liable Party shall be responsible for payment of the cost of repairs equal to the amount of the deductible withheld from the insurance proceeds.
 - 2) Should the Liable Party fail to make payments for the cost of such Repairs equal to the amount of the deductible in a timely manner, at the Board's discretion, the Association may, but shall not be required to, make payment at the Association's expense for the cost of such Repair equal to the amount of the deductible.
 - 3) If Association pays for the cost of such Repairs equal to the amount of the deductible on behalf of the Liable Party, the Liable Party shall be responsible for reimbursing the Association for payment of the cost of such Repairs. The Liable Party's obligation to reimburse the Association for payment of the cost of Repairs equal to the amount of the deductible shall be a Special Assessment owed by such Liable Party to the Association and shall be charged to the Liable Party's Unit.
- C. **Repairs Less Than Deductible**
 - 1) In the event that the cost of the repairs is less than the amount of the deductible associated with the Association's applicable insurance policy, the Liable Party is responsible for arranging for the Repairs to be completed by licensed contractors and/or vendors selected by the Liable Party

subject to the approval of the Owner of the damaged Unit or the Association in the event of damage to the Common Elements or Garage Common Elements.

- 2) Should the Liable Party fail to arrange for such completion of Repairs in a timely manner, at the Board's discretion, the Association may, but shall not be required to, arrange for the Repairs to be completed at the Association's expense or through an insurance claim, if applicable.
- 3) If Association pays for such Repairs on behalf of Liable Party, the Liable Party shall be responsible for reimbursing the Association for payment of the cost of the Repairs. The Liable Party's obligation to reimburse the Association for payment of the cost of the Repairs shall be a Special Assessment owed by such Liable Party to the Association and shall be charged to the Liable Party's Unit.

18. KEYS, LOCKS, AND EMERGENCY ACCESS.

- A. **Keys:** In order to respond to emergency situations or deal with problems in adjacent areas, the Managements Agent and Board of Directors requires that the Unit Owner provide a pass key for each Unit.
- B. **Key Safe:** All pass keys shall be kept in a locked safe under the control of the Management Agent and Board of Directors.
- C. **Access to Units:** Except in situations reasonably believed to be emergencies or situations in which access is reasonably believed to be needed to prevent damage to the Unit or adjacent areas, access to a Unit shall occur only during normal business hours, and then whenever practicable and only upon advance notice to the Owner of the Unit.
- D. **Alteration of Locks:** Owner shall provide a copy of the replacement key to the Management Agent within 12 hours of alteration.
- E. **Mailbox Locks:** Mailbox locks shall not be changed by Owners or Tenants. An order must be placed through the Office for any mailbox lock alterations.

19. SOLICITATIONS. Soliciting on the Property is expressly prohibited.

20. GRILLS. No open-flame grills are permitted on the Property, other than the grills installed on the Property by the Association. No open-flame grills may be stored on patios or balconies.

21. PAINTING OF DOORS. In order to promote aesthetic uniformity within the Property, the Association shall be responsible for painting the exterior of the front/entry door of each Unit. However, each Owner of a Unit shall be responsible for painting storage doors, patio doors, or balcony/porch doors of such Owner's Unit in the same color as the front door of the Unit. The Association will have available to Owners information regarding the paint color of the front doors.

22. PATIOS AND BALCONIES. Occupants are responsible for maintaining the cleanliness of the patio or balcony of Occupant's Unit. The following regulations are in effect to keep the curb appeal of the Estate at Westbury.

- A. Only outdoor Furniture and patio items are permitted on Patios and Balconies. No items are allowed to be attached to the building. Charcoal and Gas grills are prohibited items. Only infrared electric grills are allowed on the property.

- 1) Christmas Decorations are allowed from November 15th through January 10th.

23. PENALTIES FOR VIOLATIONS, FINES, OPPORTUNITY FOR OWNER TO BE HEARD.

- A. The Owner shall have the right to be heard, either in writing, via phone conference call, or in a Board meeting, if the Owner objects to fines assessed by written request to the Association within 14 days of the date of the Association's notice of the violation. The Board of Directors will make a final determination and the Association will notify the Owner in writing.

Fine Schedule:

First Offense: Warning

Second Offense: \$50

Third Offense: \$100

Beyond the 3rd Offense of the same infraction, all fines increase to \$250 per offense of that infraction.