

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. FACILITIES

The facilities of the development are for the exclusive use of the Association members, lessees, resident house guests and guests accompanied by a member. Owners who rent or lease their units transfer their privileges to the renter or lessee.

2. NOISE

Should a unit's noise transmission create a disturbance or be a nuisance it is the unit owner's responsibility to abate the noise transmission. In order to assure your own comfort and that of your neighbors, radio, CD players and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding goodnight to departing guests and slamming of car doors between these hours should be avoided. Your neighbors will appreciate this.

3. OBSTRUCTIONS

Sidewalks, entrances, driveways, and patios must be kept open and shall not be obstructed in any manner. No signs, notices or advertisements shall be inscribed or exposed on or at any window or other part of the unit, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the unit without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of any unit or building or the roof thereon without the express approval of the Association. Board of Directors

4. GROUNDS

Activities on the grounds

Reasonable supervision must be exercised when children are playing on the grounds. Any type of games such as, but not limited to, baseball, softball, catch, football, stickball, soccer, hockey, etc. will not be allowed around or between the buildings or in the parking areas in the development in order to avoid damages.

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Include # 18 Fee

Community

5. DESTRUCTION OF PROPERTY

Neither members, nor other persons residing in a unit, tenants, or guests shall mark, mar, destroy, damage, deface or engrave any portion of Pritchard Island including all structures. Any damage to the buildings, recreation facilities or other common areas of the Association caused by a unit member or a unit owner's family, or guests, or lessees shall be repaired at the expense of the unit owner. Additionally, criminal liability may be pursued.

6. EXTERIOR APPEARANCE

The exterior of any building or unit and all other areas appurtenant to the unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No patio or lawn ornaments, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

7. TRASH REMOVAL

7.1 Each unit has an in-ground trash/garbage can/container supplied by the Association and may purchase additional cans on an optional basis.

7.2 Trash /garbage will be deposited in these containers for pick-up which is provided, at present, twice per week on Mondays and Thursdays. If the containers used by your unit are filled, any excess will be placed in a garbage bag/garbage can on or near the in-ground containers on the morning of a pickup. Any excess placed outside the container prior to the morning of a pick-up day will not be tolerated and violating units will be subject to a \$100.00 fine per occurrence. Each unit is responsible for policing up the area around their containers and around their units.

7.3 Trash cans or large trash bags utilized by a unit may be placed next to the assigned container(s) on a pick-up day. At all other times private trash cans

will be stored within a unit or in the rear screened-in area of the unit. Such cans will not be stored outside the unit.

7.4 Owners of units will continue to be responsible for the removal of all items not picked up by Waste Management but not limited to large appliances, tires and rugs being replaced by any carpet/rug vendors. Removal by the vendor must be made a purchase agreement.

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8. SILLS, DOORS AND LEDGES

Plants, pot receptacles and other moveable objects must not be kept, placed or maintained on ledges. No objects shall be hung from window sills. No cloth, clothing, rugs, or mops shall be hung from windows. Do not throw cigars, cigarettes or any other objects from your unit. Members shall not allow anything to be thrown or to fall from windows or doors.

9. PETS

No animal or pets of any kind, except two dogs or two cats or one dog and one cat, small birds and fish or small turtles in an aquarium shall be kept, permitted, raised or maintained in any unit in the development; provided however, if any of such permitted animal or bird shall, in the sole opinion of the Board of Directors of the Association, become dangerous or an annoyance or nuisance in the neighborhood, they may not thereafter be kept in the unit and shall promptly be removed from the development. No pet exceeding thirty-five (35) pounds in weight shall be allowed. Rottweilers, pit bulls and doberman pinschers will not be allowed.

Upon receipt of these Rules and Regulations if a unit exceeds these maximum number of pets and conditions of breeds of pets the unit will not replace any pets until conformity with this Section is attained. Thereafter, the unit will comply with these pet levels. In the case of a resident pet having newborns, then in that case eight (8) weeks will be allowed for adoption of all such newborns. Any dog or cat shall be housed inside a unit and shall be on a hand held leash at all times that the dog or cat is outside the unit. Each pet's owner shall promptly clean up any excrement from their animal on any area outside of the unit and dispose of same in a plastic bag that must be placed in a trash container. Waste may not be thrown into the lake or the land surrounding the lake.

10. GUESTS

New owners, lessee & guests

Owners shall notify the Association in advance by written notice of the arrival and departure of guests who have his permission to occupy the unit in the owner's absence. Guests will be given copies of the Rules and Regulations by the owners and the owners will be responsible for their ^{guests} compliance with such rules. ~~Renters and lessees~~ must be given a copy of Rules and Regulations and all such copies must be on the premises at all times.

11. SWIMMING POOL

Only members and their overnight guests may use the swimming pool and do so at their own risk. Members and their guests are required to obey the posted swimming pool rules. Children under sixteen (16) years of age using the pool and facilities of the recreational area must be accompanied and supervised by a responsible adult. Children under sixteen (16) may not invite guests to utilize the pool as this is a private pool primarily for the use of owners. In any event, daytime guests are limited to two per day and must be accompanied by an owner.

11.1 Swimming in the pool is permitted between the hours of 8:00 a.m. and 9:00 p.m. Since the pool is not guarded, persons using this facility do so at their own risk. Persons using these facilities must be appropriately attired:

The following are the basic rules for persons using the pool:

11.1.1 Shower thoroughly each and every time before entering the pool.

11.1.2 Bathing caps are to be worn by all persons having long hair.

11.1.3 Pneumatic floats or other items of similar nature, except swimming aids, are permitted in the pool under the following conditions;

a. When ten (10) or less persons are utilizing the pool area.

11.1.4 Pets are forbidden in the entire pool area.

11.1.5 Running, ball playing, throwing objects, roller skating, scooters, or the use of bicycles is not permitted in the entire pool area.

11.1.6 Beverages may be consumed within the pool area, but extreme care must be taken that absolutely NO GLASS, GLASS BOTTLES or other GLASS containers be allowed within the pool areas. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held responsible for any injury resulting from broken glass.

11.1.7 If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

11.1.8 Metal chairs, metal lawn chairs or metal tables are not allowed in the pool area.

11.1.9 ALCOHOLIC beverages are strictly forbidden in the general pool area.

11.1.10 All containers, food or other items brought into the pool area must be removed when leaving the area and a general cleanup of everything is required.

12. TENNIS COURT

+ Public Ball
The tennis court is to be used for tennis only. Roller skating, skate boards, ball playing, hockey, bicycles and all other such devices on the tennis court are not allowed. Fines will be levied as surface areas may be marred by these devices.

13. VEHICLES *of Parking*

13.1 No motor vehicles of any kind, including moving vans or similar type vehicles, will be parked on any grass area. Vehicles being moved from one area of the development to any other area will only travel on paved roadways or parking areas.

13.2 No wheeled vehicles of any kind (motorized or un-motorized) and no boats, trailers or recreational vehicles may be kept or parked on a parking area or access way except that private automobiles and those of their guests bearing no

access way except that private automobiles and those of their guests bearing no commercial signs may be parked in the parking area or access way as set forth on the site plan attached as Exhibit B' of the Declaration of Covenants, Conditions and Restrictions. Each unit has been assigned two parking spaces which are designated by numbers on each space. No one may use guest parking spaces to store vehicles. Do not park in spaces assigned to other units without the approval of the unit resident or applicable unit owner. You are responsible that your guests and service people adhere to these in such parking areas during the times necessary for pick up and delivery services solely for the purpose of such services.

13.3 The only exceptions are for moving vans, trailers or trucks used to move an owner or tenant in or out of the unit and only while actively loading or unloading and that these types of vehicles are not allowed to park overnight in the development. A small trailer defined as one which can fit within the parking space without overlap in the front, rear or sides may be in a parking space which belongs to the unit for a period not to exceed seventy-two (72) hours. The small trailer while parked overnight will not be parked in tandem with the vehicle. This exception for small trailers is for those actively being used to move in or out of a unit.

The other allowable exception is for a boat and boat trailer which may be parked in the parking area subject to the following:

- 13.3.1 Boat is on a trailer and is being actively serviced, and
- 13.3.2 Boat/trailer is in one of the parking spaces assigned to the applicable owner or tenant, and
- 13.3.3 The boat/trailer must be uncoupled from the vehicle so that they are not in tandem, and
- 13.3.4 Will not be parked overnight in the parking areas or other common ground.
- 13.3.5 Seventy-two (72) hours will be permitted for Pritchard Island Sub-Association members to park boats, RV's, or boat trailers in their driveways.

These members should submit requests for exceptions to their sub-association board.

14. REGISTRATION OF BOATS

14.1 Each unit owner or tenant is required to register their boat with the Association prior to bringing said boat to the development and appropriate Association identification stickers will be affixed to each registered boat. An owner or tenant who replaces a boat is required to register the replacement with the Association.

14.2 No guest shall be allowed to dock a boat at Pritchard Island without first obtaining a temporary registration permit from the Association. Temporary is defined as a period not to exceed seven (7) days.

14.3 In order for a boat to be registered with the Association all boats must be currently registered/licensed with the applicable State Agency unless a boat is specifically exempt because of size or being non-motorized. An exception because of non-use will not be recognized.

14.4 Registration rights for boats is not transferable. An owner or tenant without a boat may not assign their rights to any person. In addition, an owner not residing in Pritchard Island shall not have boat privileges with Association. An owner who is away for an extended period of time and who has not rented out their unit during that period is considered a resident.

14.5 Failure to comply with the Registration process will cause the offending boat to be immediately removed from Pritchard Island at the applicable owner's or tenant's expense.

14.6 A registration fee of \$1.50 per year will be charged for each boat registered at Pritchard Island.

15. BOATING DOCKING PRIVILEGES

15.1 Each owner or tenant shall be allowed to have two boats registered with the Association, but only one docking space will be assigned to each owner or tenant. The second boat will have to be at waters edge or dock in an un-assigned space.

15.2 The assignment of docking spaces will be accomplished based upon:

15.2.1 The preference of said owner or tenant for a specific unassigned dock space at Pritchard Island.

15.2.2 An owner or tenant who disposes of their boat and replaces it within thirty (30) days will not have their assigned docking space interrupted, but will be required to re-register the boat conformity with Section 14 of these Rules and Regulations.

15.3 Owners and tenants may, with the approval of the Association, trade their space with another owner or tenant for an assigned space.

15.4 An assigned space not being utilized by the assigned owner or tenant for a period of five (5) days or more may be used by another owner or tenant. Once apprised that the assigned owner or tenant desires to reutilize their space the person temporarily using the space will have twenty-four (24) hours to vacate. Failure to vacate within twenty-four (24) hours will result in an automatic thirty(30) day suspension of all docking privileges at Pritchard Island. A continuing violation will result in permanent suspension of all docking privileges at Pritchard Island.

15.5 An owner or tenant may not assign their boat docking privileges to another individual.

15.6 Guests may receive a temporary docking permit from the Association to use an unassigned docking space for a period not to exceed seven (7) calendar days.

15.7 Gospel Island and the Pritchard Island Sub-Associations who have built piers have exclusive rights to dock their boats at their respective piers.

16. DOCKS

16.1 The Association will not be responsible for any injuries suffered by anyone using the docks at Pritchard Island. Owners, tenants, and guests will use said docks at their own risk.

16.2 Children ten (10) years of age and under will not be allowed on the docks or the land immediately adjacent to the lake unless accompanied by an adult. An adult, for this purpose, is someone who has attained the age of eighteen (18) years of age.

17. SALES

Sales such as garage, yard, tag, moving, etc. are not allowed within the unit or any common areas of the development, except that this restriction will not apply to sales or lease activities for a unit itself, as long as such activities are in compliance with all governing documents of the Association.

18. EVENTS

Any island event, celebration, or community gathering must receive prior approval from their respective boards.

19. VIOLATIONS OF RULES AND REGULATIONS OR DECLARATION, REPORTING OF VIOLATION, WARNING AND FINE.

19.1 In the event any unit owner or a unit owner's family member, guest, servant, invitee or lessee or any other individual over whom the unit owner is responsible or exercises control violates any provision or the Declaration or any of the Rules and Regulations which may have been adopted by the Association, such violation shall subject the unit owner to the risk of a fine as hereinafter set forth. Any violation should be reported in writing to the President or other Board member.

19.2 If the President or other Board member, after such investigation as is deemed necessary, determines that probable cause exists to believe a violation has occurred then the President or Board member shall notify the unit owner in writing that a violation has occurred and warn the unit owner that if the violation is repeated that said violation will be reported to the Board of Directors who will recommend a hearing before the Committee on Violations and Fines.

20. COMMITTEE ON VIOLATIONS AND FINES

A committee consisting of at least three appointed members shall constitute the Committee on Violations and Fines of which any two in attendance will constitute a quorum. The Committee will be composed of members who are not officers or directors of the Association, or the spouse, parent, child, brother or sister of any officer or director. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The suspension of a member's voting rights for non-payment of the appropriate monthly assessment is not subject to the jurisdiction of this Committee.

21. LEVYING OF FINES OR SUSPENSIONS

Upon recommendation by the President or the Board the Committee on Violations and Fines will hold a hearing by giving fourteen (14) days written notice of the hearing at which hearing the Committee will hear any evidence and testimony and give a written opinion within fourteen (14) days after the close of the hearing. The written opinion will state the findings and clearly set forth the amount of the fine or fines to be levied and or the length of any suspension. The written opinion/notice will be sent by registered mail, return receipt requested, to the last know address of the member.

22. FINE SCHEDULE

All fines shall be in the following amounts:

22.1 First violation occurring within three-six (~~3-6~~) months after initial warning - \$100.00. A warning will not be required in the event an owner leases their unit without securing approval of the Association prior to the proposed tenant taking possession of the unit. After the unit owner has been notified of a hearing on this violation each seven (7) day period thereafter wherein the tenant has not been approved will be considered a subsequent violation and all such continuing violations

will be combined in the same hearing without any further notice and all such fine levied for a continuing violation shall not exceed \$1,000.00.

22.2 A second violation for the same offense occurring within six (6) months after initial fine - \$100.00.

23.2 Each and every violation thereafter within six (6) months of previous fine - \$100.00 up to a total of \$1,000.00.

23. COLLECTION OF FINES

All fines levied by the Association shall be collected in the same manner as assessments of the Association as set forth in Section 7 of the Declaration. This section also applies to liens and foreclosures.

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the President of the Association or other Board Member, who will call the matter to the attention of the violating member, lessee, or guest for corrective action. Any disagreement over the violation will be reported to the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Articles of Incorporation and By-Laws of the Association, the provisions of the Declaration shall prevail.

BY ORDER OF THE BOARD OF DIRECTORS
OF PRITCHARD ISLAND HOMEOWNERS'
ASSOCIATION AND SUB-ASSOCIATION, INC.

Revised /August/2005