



Quailwood Community Association

Use Restrictions & Rules

The following restrictions and rules shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by rules of the association adopted pursuant to the Declaration.

1. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the board.
 - (a) Permanent installation of basketball backboards, and all other recreational equipment outside of a Residence is prohibited, except in the backyards provided they are shielded from the view of the Common Area. Portable basketball goals must be stored so as not be in view of neighboring properties or common areas when not in use. Portable basketball goals may not be placed in the street or in common areas at any time;
 - (b) Temporary, exterior Holiday lighting and decoration is permitted. Such lighting and decorations may be installed thirty (30) days prior to the holiday and must be removed within fifteen (15) days after the Holiday;
 - (c) While in active use, children's toys, bikes, sports equipment and portable recreational equipment may be within the Building Envelope and shall not obstruct a neighboring Owner's view of a Private Amenity or Common Area. When not in active use, all such toys, bikes, sports equipment and portable recreational equipment must be stored within the Residence. Treehouses are prohibited. Children's play equipment may be placed outside a residence in the backyard, but may not be more than four (4) feet above the fence line at it's highest point and must be shielded from view from neighboring properties and Common Areas;
 - (d) Front porches shall contain only typical outdoor patio furniture such as table, chairs, patio swing or similar outdoor furniture in a quantity and size proportionate to the size of the porch. Flammable equipment such as grills and fireplaces are not allowed. Coolers shall not be stored on front porches;
 - (e) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted shall not make objectionable noise or smell, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other units. Dogs shall be kept on a leash whenever outside the Unit and all owners of pets are expressly responsible for cleaning up after their pets;



- (f) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit;
 - (g) Any noxious or offensive activity which in the sole determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;
 - (h) Outside burning of trash, leaves, debris or other materials;
 - (i) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizer or other potentially hazardous or toxic substances in any drainage ditch, wash, etc. or elsewhere on the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff;
 - (j) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
 - (k) Conversion of any garage to finished space for use as an apartment or other integral part of the living area on any Unit is not allowed.
2. Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. Notice of any lease, term of lease, together with contact information for the lessee shall be given to the Association or the Associations Managing Agent by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions and Rules.