

The Harbour at Blue Point Homeowners' Association

USE OF PROPERTY

The following is a reproduction and clarification of Article XI of the “Declaration of Covenants, Restrictions, Easements, Charges and Liens” of the Prospectus, entitled “Use of Property”.

“The use of a home by a Homeowner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

- (a) The home and area restricted to the Homeowner’s use shall be maintained in good repair and overall appearance.
- (b) Any Homeowner who mortgages or sells his home shall notify the Board of Directors providing the name and address of his mortgagee or new owner.
- (c) The Board of Directors shall, at the request of the mortgagee of the home, report any delinquent assessments due from the owner of such home.
- (d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- (e) No improper, offensive or unlawful use shall be made of the property or any part thereof and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.
- (f) Regulations promulgated by the Board of Directors concerning the use of the property shall be observed by the members provided, however, those copies of such regulations are furnished to each member prior to the time the said regulations become effective.
- (g) The maintenance assessments shall be paid when due.
- (h) All dogs must be leashed and shall not be permitted to run loose. Homeowners shall be responsible for picking up and disposing of their dog’s waste and for any damage caused by their dogs to the common areas. (See also Pets, page 13)
- (i) No resident of the Community shall post any advertisement or posters of any kind in or on the properties except as authorized by the Board of Directors. (see also, page 2, item (x))
- (j) No fence or gate shall be erected on the properties without the prior written consent of the Board of Directors.
- (k) No television or radio antenna or any type of receiving or transmitting antenna or structure shall be erected on the exterior of the homes or on any lot without the prior written consent of the Board of Directors.
- (l) No Homeowner shall move, remove, add or otherwise change the landscaping on common area. Each Homeowner is responsible for the landscaping and maintenance of their individual lot.

- (m) No Homeowner shall paint the exterior surface of windows, walls or doors opening out of his home.
- (n) No person shall park a vehicle or otherwise obstruct any resident's use of ingress or egress to any garage or parking space, nor may any vehicle be parked on the roadways when parking would obstruct access by emergency or service vehicles. (see also, Parking, page 6, section 7 of the House Rules)
- (o) No Homeowner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his home. (see also, House Rules, page 3, section 7 & 8)
- (p) No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas to the development nor shall areas be used for storage parking of any personal watercraft or boat, trailer, camper, bus, truck or commercial vehicle without the written permission of the Board of Directors.
- (q) No person shall be permitted to use the recreational facilities of the Association except in accordance with the rules and regulations established by the Association's Board of Directors.
- (r) No Homeowner shall make or permit any disturbing noises in any building or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Homeowners.
- (s) Homes may be used for residential purposes only.
- (t) The common area shall not be obstructed, littered, defaced or misused in any manner.
- (u) Every member shall be liable for any and all damage to the common area and the property of the Association, which shall be caused by said owner or such other person for whose conduct he is legally responsible.
- (v) No interior alterations to a home are permitted which would impair the structural soundness of any party walls, reduce the levels of fire safety in neighboring homes, or diminish the heat and sound insulation between homes.
- (w) It is prohibited to hang garments, rugs, etc., or to string clotheslines on any portion of the home, lot, or common area, which may be seen from any portion of the common area.
- (x) No resident of the development shall post any advertisement or posters of any kind including "For Sale" and "For Rent" signs in the home, on a lot, or the common area, except as authorized by the Board of Directors. (see also, page 1, item (i))
- (y) The boat slips must be used in accordance with the Rules and Regulations promulgated by the Board of Directors. Each member will be assigned the use of one (1) boat slip by the Board of Directors."