

EXHIBIT "D"

RULES AND REGULATIONS

1. ARCHITECTURAL STANDARDS. No change in the exterior appearance of a Residential Unit, or the quality of the construction of a Residential Unit, can be changed in any way whatsoever without the prior approval of the Architectural Review Committee in accordance with the provisions of Article IX of the Declaration of Covenants, Conditions, Restrictions and Easements for Auburn Meadow Townhome Association, Inc. (hereinafter the "Declaration"). The prohibition of this provision shall include, but not be limited to, the following:

a. The construction of any exterior addition to any Residential Unit, or the construction of any temporary or permanent improvement or building on the lot on which the Residential Unit is located.

b. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.

c. The use of any material on the exterior of any Residential Unit or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearances. Exceptions to this rule may be made by the Architectural Review Committee, so long as the Architectural Review Committee shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Residential Units.

d. The erection of aerials, antennas, clotheslines, awnings, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location from the exterior, and a 21" maximum size satellite may be placed on the rear roof of any Residential Unit.

e. Storm doors and windows shall not be added to a Residential Unit, except in accordance with written Association specifications.

f. The erection or maintenance of any fences or other types of barricades, except for those which are a part of the original construction.

g. The use of window coverings which are not white or beige or show a white or beige appearance when viewed from the exterior of the Residential Unit.

h. The use of mailboxes not in conformity with the quality and style and location requirements of the Architectural Review Committee. The original mailboxes installed for each Residential Unit shall be approved in advance by a duly designated representative of the Declarant or shall conform to the quality, style and location requirements of the Declarant.

i. The construction of swimming pools or hot tubs.

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j. The construction or placement of structures to house or restrain pets.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such a manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community.

2. MAINTENANCE AND REPAIR OF RESIDENTIAL UNITS. Except as provided in Article IV, of the Declaration, it is the Owners sole and exclusive responsibility to maintain and repair his and/or her Residential Unit. The Association's responsibility shall include not only routine maintenance and care of these lawn and landscaped areas, but also the replacement of grass, sod, and trees and shrubbery which were a part of the original landscaping. It shall also be the responsibility of the Association to provide water for lawns and repair the lawn irrigation system as needed. Furthermore, it shall be the Association's responsibility to repair or replace any grass, sodding, or landscaping which has been damaged or destroyed by the actions or omissions of any Owner but it shall be the responsibility of the responsible Owner to pay all costs associated therewith.

3. INSURANCE. As of the adoption of these Rules and Regulations by the Association, the Association has elected not to obtain casualty insurance on Residential Units in accordance with the provisions of Article V, Section 1 of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Residential Unit to provide casualty insurance in accordance with the provisions of the Declaration. It is, therefore, the Owner's responsibility to be familiar with and comply with Article V of the Declaration in every aspect. This obligation shall include, but not be limited to, the requirements that all casualty insurance be for the full replacement value, that the proceeds thereof be payable to the Insurance Trustee, and that all liability insurance policies show the Association and all Residential Unit Owners as named insureds.

4. SIGNS. No Owner shall display any sign on any part of any Residential Unit, for so long as Declarant owns any Residential Unit or until the expiration of five (5) years. After five (5) years, only temporary but tasteful "For Sale" signs are permitted.

5. VEHICLES. No motor homes, campers, trailers, boats of any kind, or trucks in excess of 3/4-ton capacity, shall be parked at any time on any Residential Unit, except inside closed garages in a manner that shall allow the garage door to be closed entirely.

6. LEASING RESTRICTIONS. Intentionally Deleted.

7. MINIMUM HEAT. The minimum heat in every Residential Unit shall not be less than sixty (60) degrees Fahrenheit, for the period of time from November 1 to April 15 each year.

8. **NOISE.** Loud music or television or any other sound which may be objectionable to any other Owner or Occupant is prohibited at all times.
9. **CAR WASHING.** No car or other vehicle washing is permitted on any of the Residential Units in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.
10. **PETS.** In accordance with Article X, Section 6 of the Declaration, only two (2) pets (either a dog(s) or cat (s)) shall be allowed to be kept in or on the Residential Unit, and otherwise, an Owner may not keep, raise or bred any animals, livestock or poultry in or on any Residential Unit. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a Residential Unit:
- a. Owners of a cat or dog shall be required to keep same on leash at all times when pets are outside the home.
 - b. Owners of a cat or a dog shall be required to immediately remove all forms of excrement of such pets from the Property, including, but not limited to, lawns, driveways, and parking areas, and such pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped area.
 - c. No pet will be allowed which creates noise, emits noxious odors or creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.
 - d. Any Owner of a pet allowed hereunder, who is the subject of three (3) or more justifiable complaints of violation of this rule, shall forthwith permanently remove the pet from his or her Residential Unit, upon notice of same from the Board of Directors, and said Owner shall not be allowed to have any pets within the Residential Unit at any time thereafter, except with the express prior written consent of the Board of Directors.
 - e. The Board of Directors shall have the authority to make regular Assessments against any and all Owners with pets for the purpose of paying any additional costs which may be involved in maintaining and/or repairing the Property as a direct or indirect result of the housing of pets within the project. These Assessments may consist of a regular monthly or other periodic Assessment against all Owners housing pets, to be paid in the same manner and at the same time as the General Assessment for Common Expenses, and such an Assessment may be based upon an estimate of the cost of maintaining and/or repairing the Property necessitated by the housing of pets within the Residential Unit. The failure of any Owner housing a pet to pay such Assessments shall automatically result in the immediate and permanent removal of such in such Owner's Residential Unit at any time thereafter, and the Association and the individual members shall have law for violation of these Rules and Regulations.

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11. GARBAGE. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the Project, excepting only on those days of garbage collection, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.

12. RESPONSIBILITY FOR ASSESSMENTS AND COMPLIANCE WITH DECLARATION. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Residential Units, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Residential Unit is occupied by the Owner or by an Occupant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.

13. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Residential Unit owned) and telephone numbers of all Owners, Occupants and all tenants, subtenants and other occupants; and the name, business address and telephone numbers of all Mortgagees of record on the Residential Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days, upon the request of the Board of Directors.