

THE RESERVE

at Woodbridge

Rules

and

Regulations

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In order to create a congenial, safe and dignified living atmosphere which is respectful of the concerns of The Reserve at Woodbridge, these Rules and Regulations have been adopted. These Rules and Regulations have been approved by the Board of Directors, per the Master Deed. They apply to Owners and their families, tenants, guests, agents, invitees, contractors, employees, and others.

(a) Residential and Business Usage.

1. All units shall be utilized for single family residential purposes only. No business or business activity shall be carried on upon any Unit or Garage at any time; provided, however, that the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, require frequent visits by clients or business associates to the Property, and does not contribute to parking, traffic, telecommunications or security problems, all in the opinion of the Board of Directors.

2. The provisions in (1) above shall not preclude (i) such business activity of the Association or any Management Agent as is reasonably required for the effective operation of the Property and the Association; (ii) with the written permission of the Board of Directors of the Association, use, rental or leasing of any Units or Common Elements for such lawful purposes as leasing or sale of Units, Association administration, storage, or other activities determined by the Board of Directors to be beneficial to the Association or the Owners; (iii) showing of any Unit or garage Unit for sale or permitted leasing purposes during normal business hours and in accordance with any procedures established by the Board of Directors to preserve a congenial, pleasant, safe, and dignified living atmosphere; or (iv) business operations of the Declarant, its agents, successors, assigns or designees during the period of constructing, renovating, marketing or managing the Property, including, without limitation, leasing, sales, administration, storage, or similar activities.

3. The Board of Directors of the Association may lease, on such terms as it shall determine or appropriate, a reasonable part of the Common Elements, such as a part of the Clubhouse, to a licensed real estate brokerage firm to assist Owners in the leasing or sale of their Units or Garage Unit. Such lease shall be for a period not exceeding three (3) years but may contain provisions for multiple extensions for periods not to exceed one (1) year at a time. The lease shall require that (a) the brokerage firm be a member of the Multiple Listing service (or a similar organization that provides an opportunity for other participating brokerage firms to participate in sales), (b) the Association shall be indemnified by the brokerage firm against any claims against the Association resulting from any activities of the brokerage firm that do not comply with applicable laws or regulations, (c) the brokerage firm shall not represent that it is the sole broker authorized to sell or lease Units, and (d) commissions shall be determined solely by the brokerage firm and the Owner of the Unit or Garage Unit to be sold or leased, but the commissions proposed by the brokerage firm shall not exceed those commonly charged for similar services in the Bluffton area.

(b) Timesharing and Rentals. In order to alleviate problems of security and disruption associated with frequent changes in occupancy, Units shall not (a) be divided into or operated as "timeshares" or interval ownership segments or (b) be leased or rented for periods less than one hundred eighty (180) consecutive days. If leased or rented, the Unit Owner shall ensure that Occupants of the Units understand and fully comply with

the provisions of this Master Deed and these Rules and Regulations. If rented or leased, the Unit Owners shall notify the Management Agent or such other entity as the Board of Directors shall determine, in writing, in advance of occupancy, of the name(s), home address(es), and telephone number of the renter(s) or lessee(s). If requested by the Management Agent or the Board of Directors, the renting or leasing Owner shall provide evidence reasonably satisfactory to the requesting entity to confirm the term of rental or lease.

(c) Use of Common Elements. Any Owner wishing to use any Common Elements for a private event shall comply with such additional specific rules or conditions as may be determined by the Board of Directors or the Management Agent. These rules may include fees or deposits for costs or staff, cleanup, utilities, damages, etc. In order to reduce safety and noise concerns, unless otherwise expressly determined by the Board of Directors or the Management Agent, use of Common Elements for private events is limited to the hours of 8:00 A.M. to midnight. Persons less than eighteen (18) years of age must be accompanied by a person who is eighteen (18) years of age or older. Access for personal guests or invitees of a Unit Owner must be authorized by a Unit Owner or Occupant who is eighteen (18) years of age or older.

(d) Prohibited Uses. A Unit Owner shall not permit or suffer anything to be done or kept in his Unit or Garage which will, in the sole opinion of the Board of Directors, (i) increase the insurance rates on his Unit or the Common Area, (ii) obstruct or interfere with the rights of other Unit Owners, or the Association or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral improper, offensive or illegal act in his Unit or on the Common Area.

(e) Owner responsible for Conduct of Others in Unit. Each Unit Owner shall be deemed responsible to the Association for the conduct of members of his household and his tenants, agents, invitees, guests, and pets while on The Reserve at Woodbridge property, but the responsibility of the Unit Owner shall not relieve any member of his household or any of his tenants, agents, invitees, or guests from any liability to the Association or to a Unit Owners for their own acts.

(f) Access to The Reserve at Woodbridge. Access to The Reserve at Woodbridge property for personal guests or invitees may be authorized by unit Owners, Unit tenants and immediate family members of such Owners or tenants and who are age 18 or older. All access is subject to these Rules and Regulations. Personal guests and invitees may not authorize access for others unless approved by the Board of Directors or any management agent for The Reserve at Woodbridge. Only persons with proper authorization may remain on The Reserve at Woodbridge. Any guest or invitee may be required to provide the management agent, the Board of Directors, or law enforcement officials with proper identification and the name and telephone number of the person who authorized his access.

(g) Access to Amenities. Access to The Reserve at Woodbridge amenities, such as the pool area, is limited to Unit Owners, Unit tenants, immediate family members of

such Owners or tenants, and personal guests who are accompanied by a Unit Owner, tenant or immediate family member of such Owners or tenant.

(h) Obeying Laws. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction over the Property shall be observed.

(i) Offensive Activities. Noxious, offensive or illegal activities shall not be carried out on the Property, nor shall anything be done thereon that reasonably is an annoyance or nuisance to the Occupants of other Units or persons properly using the Common Elements. Without limiting the generality of this provision, the following shall not be permitted on the Property: (a) speakers, horns, whistles, bells, or other devices that emit sounds that are clearly audible in other Units or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located), except security and fire alarm devices or other devices expressly approved in writing by the Board of Directors, or (b) unusually bright, flashing or pulsating lights that are visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located).

(j) Pets. A Unit Owner may keep a domestic pet in his Unit under the regulations promulgated by the Association from time to time. Two domestic type pets per dwelling are permitted, not to exceed 35 lbs. (maturity weight), and do not constitute a nuisance. A Unit Owner may not keep any other animals, livestock, reptiles, fowl or poultry, nor may any of the same be raised, bred, or kept upon any portion of the Property, including any balcony or patio except that dogs, cats, or other non-exotic household pets. All pets shall be housed within the Unit. Pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog which is clearly audible in another Unit shall be a nuisance, unless otherwise expressly determined by the Board of Directors. No pet shall be permitted to leave its excrement on any portion of the Common Areas or Area of Common Responsibility or the Unit of another Owner and any owner of such pet shall immediately remove the same. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the property.

(k) Signs, Antennas, and Flags. Unless otherwise expressly permitted in writing by the Board of Directors, an owner (i) shall place no sign, advertisement, notice, flag, or banner on the Common Area, Limited Common Area, or his Unit, (ii) shall erect no antennas or aials upon any part of his Unit or the Common Area which is visible from another Unit or the Common Area, and (iii) shall place no sign, advertisement, notice, flag, or banner in his Unit which is visible from another Unit or Common Area.

(l) Approval of External or Structural Modifications.

1. Unless otherwise expressly permitted in writing by the Board of Directors, no modification of a Unit or Limited Common Area which would be visible from any other Unit or any portion of the Common Area, and no modification of a structural element of

a Unit or the Common Area, shall be permitted until two (2) sets of plans showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Board of Directors or its designee.

2. The Board of Directors or its designee shall have four (4) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the design of The Reserve at Woodbridge, and other practical and aesthetic factors deemed appropriate by the Board of Directors. Other Owners shall be given the opportunity to examine such plans upon prior written request during reasonable business at a location identified by the Board of Directors. If notice of approval, disapproval, proposed modification or request for additional information, is received by the submitting Owner within such four (4) calendar week period, the plans shall be deemed approved.

3. Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances and codes. The Association and Board of Directors shall not be responsible for any defects in any plans or specifications approved by the Board of Directors, nor for any structural defects in any work done according to such plans and specifications. Further, the Board of Directors shall not be liable for damages to anyone submitting plans or specifications for approval, or to any person affected by a mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.

(m) Trash. Trash, garbage, or other waste shall be placed in dumpsters at times and places designated by the Board of Directors. Except when moving household garbage or waste to the dumpsters or other designated pickup areas, it shall be kept in closed, sanitary containers inside the Unit. No trash, garbage or other waste shall be left on decks or porches or in Common Areas not expressly intended for such storage. All biodegradable garbage shall be placed in a sealed plastic bag before placing it in the dumpster.

(n) Obstruction of Common Areas. Unless otherwise expressly approved by the Board of Directors, corridors, stairs roads, and common avenues or ingress or egress shall be used for no purpose other than normal transit through them. No Owner or agent, servant, tenant, family member or invitees of an Owner shall park any vehicle or place or cause to be placed in the roads and common avenues, or encumber any corridors or stairs with furniture, packages, or obstructions of any kind.

(o) Parking, Vehicles, and Garages. Unless expressly approved by the Board of Directors or the management agent:

1. The Owner(s) or tenants of a Unit and their guests or invitees may not occupy more than two (2) parking spaces; except that guests may park in areas designated for guest parking;

2. No parking shall be permitted on streets or driveways unless clearly marked as parking spaces;

3. No boat or boat trailer may be parked on the property except in those parking spaces designated by the Board of Directors as boat and boat trailer parking spaces; no unlicensed, unsafe or inoperable vehicle may be parked on the property;

4. no house trailer, mobile home, or bus, and no recreational motor vehicle, truck or commercial vehicle over 1 ton capacity shall be parked on the property; provided that such vehicles which will fit into a designated parking space shall be permitted on the property for loading, unloading or maintenance services during normal business hours;

5. No washing of vehicles is permitted on the Common Area and vehicle repairs shall be limited to minor emergency repairs, such as a dead battery or flat tire;

6. Vehicles violating these Rules may be towed at the sole cost and risk of the person violating the Rule.

7. Inflammable fluids (other than in a vehicle fuel tank) shall not be stored in Garage Units.

8. Garage Unit doors shall be closed except when vehicles are entering or exiting or during short periods when activity is occurring in the Garage Unit.

(p) Firearms and Fireworks. The use of firearms, pellet or air guns, and bows and arrows is prohibited on The Reserve at Woodbridge property. Fireworks are permitted only if expressly approved by the Board of Directors and if performed in a safe manner under the supervision of an adult.

(q) Swimming Pool Rules. The following pool rules apply:

1. There is no life guard on duty. Swim at your own risk. No children under the age of 13 are allowed in the pool area unless accompanied by an adult.

2. Pool hours are between 10:00 A.M. until 10:00 P.M. Persons in the pool at other hours may be requested to leave. The pool may be closed periodically for maintenance, in which event notice of closure shall be posted.

3. Health and safety rules posted in the pool area shall be observed.

4. Any Owner, resident or guest who wishes to use the pool area for a group function or party consisting of more than eight (8) people must obtain written permission from the Board of Directors or the management agent. Written permission will be granted on a first-come, first served basis except where permission is requested for a series of functions, in which case the Board of Directors or management agent reserves the right to determine the appropriate usage. At any function, the person hosting the party shall (i) be responsible for cleaning up before departure, (ii) be responsible for the conduct for their guests, and (iii) be in attendance at all times.

5. Unless expressly approved by the Board of Directors, approval of a pool party shall not result in excluding other authorized persons from using the pool in the normal manner.

6. No pets are authorized in the enclosed pool area. Pets shall not be tied or left unattended in common areas while using the pool.

7. Except at approved functions, food is permitted only in any designated areas. No glass containers are allowed in the enclosed pool area.

8. No radios, cassette or compact disk players, phonographs, etc. are allowed in the pool area unless a headphone is used. Live entertainment is permitted only as part of an approved function and only if expressly approved.

9. Inflatable or floating paraphernalia are not permitted in the pool except as swimming aids.

(r) Solicitations. Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information shall not be allowed access to The Reserve at Woodbridge property unless (1) expressly required by law or the Board of Directors or (2) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which the person invited shall limit their solicitation to the person(s) expressly inviting them.

(s) Hanging or Clothing on Railings or Decks. Beach towels, bathing suits, clothing, etc. shall not be hung on decks and railings so as to be visible to a person in any other Unit or anywhere on The Reserve at Woodbridge property.

(t) Responsibility for Damage to Common Elements. If any maintenance, repair, or replacement of any portion of another Unit or the Common Elements or Garage Common Elements is required because of the negligent or willful act or omission of an Owner or Occupant of a Unit, then such Owner or Occupant shall be responsible for such maintenance, repair, or replacement.

(u) Keys, Locks, and Emergency Access. In order to respond to emergency situations or deal with problems in adjacent areas, the Management Agent may require that the Unit owner provide a passkey for each Unit, which key shall be kept in a locked

space under the control of the Management Agent. 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 ten, whenever practicable, only upon advance notice to the Owner of the Unit. Keys and locks for Units shall not be altered or installed without prior consent of the Management Agent, which shall not be unreasonably denied. If consent is given, the Owner shall provide a copy of the replacement key to the Management Agent.

(v) Grills. Because of safety and insurance concerns, only electric grills or other grills that comply with applicable fire codes are prohibited on decks and terraces adjacent to Units. Grills burning charcoal, wood, paper, natural or propane gas, or other flammable materials are permitted only in locations expressly approved by the Board of Directors. Use of permitted grills shall follow proper procedures for fire prevention, cleanup, and smoke, and odor control.

(w) Waiver of violations by Board. The Board of Directors may, for good cause, as determined in its sole discretion, waive violations of these use provision or other rules and regulations promulgated from time to time. Such waiver shall be in writing.

(x) Fines for Violations. Without waiver of any other rights which the Association or any Owner may have under the Master Deed or applicable law, the Board of Directors may impose a fine of up to \$100.00 for each violation of these Rules and Regulations. Payment of the fine may be enforced in the same manner as any other Assessment.

(y) Amendment of Rules and Regulations. The foregoing Rules and Regulations are subject to amendment by the Board of Directors and may be supplemented by other rules and regulations promulgated by the Board of Directors.

The Reserve at Woodbridge

Rules and Regulations Acknowledgement Form

I/We understand that this is a summary and forms a part of The Reserve at Woodbridge Owners' Association, Inc. documents. I/We agree to comply with all of The Reserve at Woodbridge documents and understand that failure to comply may result in fines, legal actions, assessments, etc., at your expense.

Unit Address: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____