

SKYLAKE RULES, REGULATIONS & FEES



This document contains "Rules, Regulations and Fees" approved by the Skylake Property Owners' Association Board of Directors. It also includes certain commonly referred to covenants from the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Skylake" dated December 2002. However, if there is a dispute, the complete and full wording of the Declaration will override the summaries included herein. Therefore, you should read the entire Declaration if necessary.

Revised: October 9, 2007

REGULATIONS, RULES AND FEES
FOR SKYLAKE PROPERTY OWNERS' ASSOCIATION, INC.

I. RULES FOR CLUBHOUSE AND AMENITIES

- (A) A Property Owner will be required to pay a usage fee for exclusive use of the Skylake Clubhouse for a personal function (not Business, Civic, or Church related). The number of people in attendance may not exceed seventy-five (75).
- (B) A Property Owner will not be required to pay a usage fee for use of the Skylake Clubhouse if the guest list is open to all Property Owners and their guests.
- (C) No function shall exceed one day.
- (D) Approval or disapproval of the reserved use of the Clubhouse will be at the discretion of the General Manager.
- (E) When the Clubhouse is reserved, the Gate Attendant will not distribute any recreational equipment and will advise the individual requesting the equipment that the gymnasium will be closed for the day.
- (F) All other amenities – tennis courts, swimming pool, canoes, York Falls, and the Clubhouse barbecue area – cannot be reserved. These facilities are available to Property Owners on a first-come-first served basis.
- (G) A Property Owner, or a responsible family member, must be in attendance when any of his/her outside guests are at any amenity. A “responsible member of his/her family” shall be defined as someone at least 21 years of age.
- (H) The cost of any damage, as determined by the Board of Directors, Executive Committee, or General Manager, to the Clubhouse during an exclusive function will be the responsibility of the Property Owner who requested the reservation.
- * (I) The Clubhouse Meeting Room and the Gymnasium will be secured at all times. A Property Owner, or a responsible family member of his/her family, may obtain the key from the Gate Attendant. A “Responsible member of his/her family” shall be defined as someone at least 21 years of age. The person who obtains the key from the Gate Attendant shall be the person who returns the key to the Gate Attendant confirming that the facility is locked and in good order. The cost of any damage to those facilities, while the key is in the possession of the Property Owner or family member, will be the responsibility of that Property Owner.
- (J) The Clubhouse Gate will be secured at all times. Any adult Property Owner may obtain the key from the Gate Attendant.

- (K) The Board of Directors or General Manager must approve any exceptions to these rules.
- * (L) Use of the swimming pool is restricted to Skylake Property Owners and accompanied guests. Guest must be accompanied by the Property Owner or a responsible (21 years or older) member of his/her family. Family members under the age of (15) must be accompanied by the Property Owner or a responsible (21 years or older) member of his/her family.

II. CANOES AND BOAT DOCKING POLICY

- (A) Each canoe or boat moored in the slips under the Clubhouse must be registered with the Skylake Office.
- (B) Canoe and boat slips will be numbered. The first four spaces are assigned to the Skylake Property Owners' Association. All remaining slips will be available to Property Owners on a first-come-first-served basis.
- (C) Canoes and boats will not be stored on the shorelines.
- (D) Any reserved slip not occupied for a period of thirty (30) days, without prior approval from the General Manager, will be automatically reassigned.
- (E) If all slips have been assigned, a waiting list will be maintained in the Skylake Office.
- (F) One Skylake Association canoe will be left on the upper lake for general use and in case of emergency.
- * (G) Skylake Association canoes at the Clubhouse slips will be secured at all times. A Property Owner or responsible family member of his/her family, may obtain a key from the Gate Attendant. A responsible family member of his/her family in this case shall be defined as someone at least (15 years of age. Lifejackets and paddles will be provided by the Gate Attendant. The person who obtains the key, lifejackets and paddles from the Gate Attendant must be the person who returns the lifejackets, paddles and key to the Gate Attendant confirming that the canoe is back in proper slip and locked.
- * For this purpose family members are defined as: Grandparents, Parents, Brothers, Sisters, and Children.

III. RESTRICTIONS ON SKYLAKE ROADS

- (A) Maximum speed limit is 25 mph on Skylake roads. After written notification of the first speeding offense, a second violation may result in a fine and/or other penalty, as determined by the Skylake Board of Directors.
- (B) No construction contractor, subcontractor, or any building trades persons shall be allowed to enter Skylake on Saturdays, Sundays, or National Holidays, or after 6 p.m. on weekdays to work on homes under construction, existing homes, or lots, except in emergencies, as determined by the Board of Directors or the General Manager.
- (C) Only Property Owners (not guests) are approved to operate a motorcycle within Skylake and only between the Owner's property and the Skylake Gate and then only by the most direct and paved route.

IV. VEHICLES AND PARKING (Declaration of Covenants Sec. 11, (k) Parking)

- (A) Vehicles, including motorcycles, shall be parked only in designated parking spaces in Common Areas or on the Property Owner's lot.
- (B) The following vehicles are strictly prohibited from being parked, stored, or allowed to remain on the Properties (except in areas, if any, specifically designated by the Board of Directors for parking or storing an otherwise prohibited vehicle): Disabled vehicles; stored vehicles; vehicles over twenty (20) feet in length or having more than four (4) wheels; trucks with a capacity of more than one (1) ton [other than mini-vans]; boats and similar recreational vehicles; trailers of any kind; vehicles primarily used for commercial purposes; vehicles used for storage of machinery, equipment, tools, or similar materials; and vehicles with commercial writings on their exteriors.
- (C) Mobile homes, motor homes and campers are also prohibited from being parked, stored, or allowed to remain on the Properties except as provided above; however, a motor home or camper which serves as the primary means of transportation for the occupant or guest of any lot shall be permitted on the Properties for a period not to exceed fourteen (14) consecutive days provided it is not used for residential purposes.
- (D) Notwithstanding the above, commercial vehicles shall be allowed on the Properties between the hours of 8 a.m. and 6 p.m. for the purpose of serving a Lot or the Common Areas; provided, no such vehicle shall be permitted to remain on the Properties overnight or for any purpose other than serving the Lot or the Common Areas. The Board may promulgate rules and regulations further restricting parking or traffic on the Properties as it deems necessary or desirable. The Board of Directors may grant exceptions for emergencies or other special conditions.

V. STORAGE SPACE

Spaces for storage of boats, trailers, and recreation vehicles are available at the maintenance area after signing a Lease Agreement. An annual fee will be charged for each dedicated space.

VI. ACCESS INTO SKYLAKE

- (A) Property Owners are required to notify the Gate Attendant prior to the arrival of any Guest, Visitor, or Vendor requesting entry into Skylake. This does not restrict any Visitor, Guest, or Vendor into Skylake with proper notification from the Property Owner. Any Guest, Visitor, or Vendor without prior notification from the Property Owner requesting entry into Skylake will be advised to telephone the Property Owner who in turn will notify the Gate Attendant if permission is granted. Otherwise the Guest, Visitor, or Vendor will be denied entry. A permanent guest list, kept on file at the Gate House, allows recorded family members of Property Owners entry into Skylake without notifying the Gate Attendant of each individual visit.
- (B) Windshield decals- Refer to "Decal Policy" revised 3/15/04.
- (C) Owners and Guest are required to enter and exit their lots only from the Skylake main entrance gate unless the Board of Directors approves an exception to this rule. Any violations of this rule will be subject to fines as determined by the Board.

VII. ASSESSMENTS

Assessments are to be paid in full annually (with the exception of Board-approved hardship cases). Annual statements will be mailed by December 1st, with complete payment due by January 1st.

VIII. ANIMALS AND PETS (Declaration of Covenants Sec. 11, (j) Pets)

- (A) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Properties, except that a reasonable number of dogs, cats, or other common household pets may be kept by their respective owners in the dwellings on their respective Lots, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health of, or unreasonably disturb the Owner or occupants of any Lot, or create a nuisance. All dogs and cats must be registered and vaccinated as required by law. Horses are permitted on the Common Areas, designated for such use.
- (B) No pet enclosures shall be erected, placed, or permitted to remain on any part of the Properties, except with the prior written approval of the Board or its designee, nor shall any pet be kept tied to any structure on a Lot.
- (C) At all times when pets are located outside a Lot they must be kept on a leash of not more than six (6) feet in length, or otherwise be under the complete control of the Owner, or an occupant of the Lot in which the pet resides.

- (D) The keeping of pets and their ingress, egress and travel upon the Common Area shall be subject to such rules and regulations as may be issued by the Board of Directors. If an Owner or occupant fails to abide by the Rules and Regulations and/or Covenants applicable to pets, the Board of Directors may bar the pet(s) of such Owner or occupant from use or travel upon the Common Area. In addition, any pet which endangers the health of any Owner or occupant of any lot or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Properties upon seven (7) days written notice from the Board of Directors. If the pet is not removed within seven (7) days, the Board of Directors may remove the pet without further notice to the Owner.

IX. PET OWNERSHIP

Where pet ownership is clearly identified, the Owner will be notified of a violation in writing for the first offense. If a second offense occurs within twelve (12) months, the Owner will be fined. Flagrant offenses, example biting, will be dealt with immediately.

X. FIREARMS (Declaration of Covenants Sec. 11, (i) Firearms & Fireworks)

The discharge of firearms of all types and sizes is prohibited on the Properties. The display of firearms outside the dwelling on a Lot shall also be prohibited.

XI. PROHIBITION ON OPEN FIRES (Declaration of Covenants Sec. 11, (s) Prohibition on fires)

Open fires of any kind are absolutely prohibited on any Lot. Open fires shall be permitted on Common Areas only in places designated by the Board and subject to such rules and regulations as may be promulgated by the Board.

XII. TREES (Declaration of Covenants Sec. 11, (t) Trees)

- (A) No trees, shrubs, bushes, or other vegetation having a diameter of six (6) inches or more (measured four-and-one-half (4 ½) feet above the ground) shall be cut, destroyed, or mutilated except with the prior written approval of the Board or its designee; provided, however, dead trees, shrubs, bushes or other vegetation shall be cut and removed promptly by the Owner after such dead or diseased condition is brought to the attention of the Board or its designee and permission for cutting and removal has been obtained.
- (B) Notwithstanding any provision in the Declaration or in the By-Laws to the contrary, including, but not limited to, Article VI of the By-Laws, any Property Owner or occupant may be fined a base fine of up to Two Thousand Five hundred (\$2500.00) dollars and an additional fine of up to Two Thousand Five Hundred (\$2500.00) dollars per tree by the Board of Directors for cutting, destroying, or mutilating a tree, shrub, or other vegetation with a diameter of six (6) inches or more (measured four-and-one-half (4 ½) feet above the ground) without the prior written approval of the Board or its designee in

addition to any other remedies of the Association without prior warning, notice, or hearing. Any fine imposed pursuant to this paragraph shall be deemed to be an assessment against the Lot and may be collected in the same manner as provided for collection of assessments.

- (C) Any fine imposed pursuant to this paragraph shall be deemed to be an assessment against the Lot and may be collected in the same manner as provided for collection of assessments.

XIII. LEASING LOTS (Declaration of Covenants Sec. 12)

- (A) Lots may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Lots or assignments of leases unless prior written approval is obtained from the Board of Directors. Lot Owners must make available to the Lessee copies of the Declaration, By-Laws, and Rules and Regulations. Except as specifically identified, all leases shall be for a minimum term of at least thirty (30) days. A Lot Owner in good standing shall have the right, for himself and/or his immediate family, to lease from another Lot Owner and occupy a lot for a term of less than thirty (30) days.
- (B) To avoid undue hardship, the Board of Directors shall be empowered to allow reasonable leasing of a Lot for less than a thirty (30) day period upon application to the Board.
- (C) The Board of Directors may impose fines on the Lot Owner if there are violations of Declaration of Covenants Section 12, relating to the leasing of his/her Lot.

XIV. ARCHITECTURAL STANDARDS

Refer to Declaration of Covenants Section 10 and the Guidelines for Home Building.

XV. IMPROVED LOT

A Lot is considered improved for assessments and voting when the Architectural Building Committee (ABC) has approved the application to build, the construction fee has been paid, and Skylake has put the water service in place. See Guidelines for Home Building for details.

XVI. SIGNS (Declaration of Covenants Sec. 11, (m) Signs)

No advertising signs of any kind, including "For Sale" or "For Rent" signs, shall be erected, placed, or permitted to remain on the Properties without the prior written consent of the Board of Directors or its designee, except that one property identification not exceeding a total of six (6) square feet in total area may be erected on the Lot, which may identify the Owner, Lot number, and the name of the house, if so desired. The Board shall have the right to erect reasonable and appropriate signs.

XVII. TRASH

If a Property Owner, or someone in his employ, is clearly identified as misusing the Household Garbage Collection site by disposing material other than Household Garbage, the Board of Directors may impose a fine.

XVIII. USAGE FEES FOR PROPERTY OWNERS

- (A) Rental of Clubhouse for exclusive use requires a fee of \$300.
- (B) There is an annual fee of \$100 for the use of each boat or canoe slip, located under the Clubhouse.
- (C) An annual fee of \$150 is required for each 10' slot and \$225 for each 15' slot for all Boat Trailers or Recreational Vehicle stored in the Skylake Maintenance Area. This charge will be refunded or pro-rated if the specified area is not used for the entire year, provided the Property Owner has notified the Skylake Office that he/she has relinquished the space.
- (D) There is an annual fee of \$50 for the use of the secured electric gate near the Maintenance Area. Use of this entrance by Property Owners is solely for the ingress and egress of Recreational Vehicles and Boat Trailers.
- (E) Water assessments are considered delinquent if unpaid within thirty (30) days of the due date. An unpaid bill will result in disconnection of water. When the bill is paid in its entirety, the water will be reconnected for an additional \$25 service fee.
- (F) Use of the photocopier in the Skylake Office for other than Skylake Property Owners' Association business, will cost 15 cents per page, plus the hourly rate of the employee making the copies.
- (H) Cost of annexation of property into Skylake is \$7,500.
- (I) There is an annual fee of \$600 for each horse boarded at Skylake. The Property/Horse Owner will be responsible for the care and feeding of his/her horse(s). These fees will be refunded, or pro-rated, if the horse is not boarded for the entire year.
- (I) A Rental Contract Approval fee of \$50 will be required for each rental period and is due prior to the occupancy of the home.

Attachments Policy Statements:

Basic Fine

Community Wide Standard of Conduct

Delinquent Assessment