

KENSINGTON PROPERTY OWNERS' ASSOCIATION RULES AND REGULATIONS

This is a compilation of the Rules and Regulations of the Kensington Property Owners' Association. Where applicable, the Rules and Regulations of the Wycliffe Community Association have been incorporated and/or supplemented. These Rules further supplement the Kensington Covenants as amended and By-Laws of Kensington which are still in full force and effect.

Any violation of these Rules and Regulations, as well as violations of the Kensington Covenants and By-Laws, as amended from time to time, shall be subject to discipline as determined by The Board of Directors.

In these Rules, the term "property" shall refer to the property comprising Kensington. The term "owner" shall refer to persons owning a home in Kensington.

GENERAL CONDUCT

Abuse: The physical or verbal abuse of any contractor, sub-contractor, vendor or prospective vendor of Kensington, or any governmental official or employee acting in his or her official capacity while on the premises of Kensington is prohibited.

Nuisances: No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise

or disturbance to be made on his or her unit. No owner, guest or lessee shall create or permit any disturbance, annoyance, or nuisance that will interfere with the rights, comforts or convenience of other Owners.

Responsibility for damages: Owners shall be responsible to the Association for any damage to Common Property, trees, shrubs or other plantings caused by their guests, renters, lessees, employees, children or pets. Owners shall be liable for all charges for repairing any such damages, along with any reasonable costs to the Association, including attorney's fees and court costs involved in enforcement resulting from action of such persons.

Pets: Owners may keep as pets, companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or carried when on Common Property or Areas of Common Responsibility, including the front of an Owner's home. Failure to do so may be deemed a nuisance. Pets are not allowed on Country Club Property. It shall be the Owner's obligation to immediately remove and otherwise dispose of his or hers pet's waste material from the common property, lawns and streets.

VEHICLES:

Right-of-way: Golf carts shall give the "right of way" to motor vehicles traveling on the streets of Kensington. Golf carts shall not be driven upon the sidewalks in

Kensington except for egress and ingress from and to driveways. When crossing a sidewalk, "right of way" shall be given to pedestrians.

Alternate side parking: Monthly alternate parking on the side of streets in Kensington shall be adhered to. At the entry gate to Wycliffe, there is a sign that tells which side, odd or even, is in effect for a particular month. In no event shall any vehicle be parked directly in front of any mailbox so as to obstruct the normal delivery of mail.

Recreational and Commercial Vehicles: Parking: Repairs: Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except that pick-up trucks only may be parked in the driveway of a home, during daylight hours. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted in Kensington except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a home during daylight hours for such periods of time as is reasonably necessary to provide service or make a delivery to a home or to provide medical service or supplies to the Owner.

No motor vehicle may be parked on any street overnight except with the permission of the President of The Board of Directors. If such permission is

granted, an Owner must notify the Wycliffe security personnel prior to the time of the parking. "Overnight" parking is defined as Midnight to 6:00 AM. No motor vehicle may be parked at any time so as to block traffic, nor may any such vehicle park in any area which the Board of Directors may have designated as restricted for parking, except for any vehicle used in the performing or delivering of medical services or supplies. Any vehicle which is parked in violation of this paragraph may be ordered towed by the Board of Directors at the Owner's expense.

No Owner shall conduct repairs (except in an emergency) or other restorations of any motor vehicle, boat or other vehicle upon any part of the Property, except in an enclosed area with the doors thereto closed at all times except tires and batteries may be changed in a disabled vehicle. Washing of cars in driveways is permitted.

Bicycles, toys or other clutter: Bicycles shall be stored only within each home or garage. If bicycles are left on Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. Bicycles, toys or clutter shall not be left outside a home in view of other homes at any time and must be stored within a home or garage. Bicycles may only be ridden on the paved streets of Kensington and at no time shall they be ridden on the sidewalks except for egress and ingress from and to driveways. Bicycles shall give the right of way to pedestrians at all times.

Golf Carts: Owners may own and operate golf carts subject to all traffic rules and regulations pertaining to streets within Kensington and subject to such additional rules and regulations promulgated by the Country Club and the Wycliffe Community Association, including, without limitation, obeying all posted traffic

and speed signs. All golf cart operators shall hold, or shall have held, a valid driver's license and be familiar with these Rules regarding use of golf carts. Owners' golf carts must be stored inside a garage and out of sight from adjacent streets, homes or the Common Property. Golf carts may only be driven on paved streets or roadways. Golf carts must be operated in a safe manner. No children under 16 years of age shall be allowed to drive golf carts on the Common Property.

All persons riding in a golf cart must be seated in the seating area of the cart and in a manner that doesn't impair the ability of the driver to operate the cart in a safe manner.

Towing of vehicles: Any vehicle blocking a street in a way that prevents another vehicle from passing it without going off the street may be towed or moved without any effort to contact its owner. If a vehicle with a "W" sticker on its windshield is (1) obstructing the normal flow of traffic, or (2) obstructing access to or from an occupied home, or (3) parked overnight on a street without specific authorization from the President of Kensington may be towed only after two attempts are made to contact its owner without success or without the owner having had the vehicle moved.

DWELLINGS:

Antennae: No radio, television or other electronic antennae or aerial (including, without limitation, satellite dishes) may be erected or maintained anywhere on the Common Property, unless installed by order of The Board of Directors of the Wycliffe Community Association, or the exterior of any home, without the prior written permission of The Board of Directors and written approval of the Wycliffe Community Association.

Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of The Board of Directors and the Wycliffe Community Association.

Signs: No signs, advertisements or notices of any kind, free-standing or otherwise displayed or erected shall be erected or displayed to the public view on any Lot, unless approved by The Board of Directors and the Wycliffe Community Association. If permission and approval is granted to any Owner to erect a sign within the Property, The Board of Directors reserves the right to restrict the size, color, lettering and location of such sign. No sign shall be nailed or otherwise attached to trees.

Clotheslines, Garbage Cans, Tanks: Clotheslines, garbage cans, storage tanks, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring homes, streets and the Common Property. All rubbish, trash and garbage shall be stored in appropriate containers with lids and regularly removed from homes and shall not be allowed to accumulate thereon. All Basketball hoops, backboards, storage tents, mechanical equipment, garbage can storage structures and other such items shall be subject to the approval of The Board of Directors and the Wycliffe Community Association. No clothes or similar articles shall be hung outdoors for any purpose whatsoever, except within the Owner's Unit out of view of all other Units and the Common Property.

Air Conditioning Units: No window air conditioning unit may be installed in any home without the prior written permission of The Board of Directors and the Wycliffe Community Association.

Walls and Fencing: Except as otherwise permitted by The Board of Directors and the Wycliffe Community Association, walls and fencing on a home shall not be permitted.

Hurricane Shutters: Hurricane shutters may be installed by an Owner provided they are harmonious with the exterior of the home. Such shutters may be either temporary or permanent and must comply with the Architectural Control Design Guidelines for hurricane shutters as same are established from time to time. Hurricane shutters for the front, rear and sides of each home can only be in place on a home up to seven (7) days in advance of a tropical storm or hurricane and must be removed and/or opened within not more than seven (7) days after the danger of a tropical storm or hurricane has passed. Owners who are not residing at their home during a period when hurricane shutters may be in use must make necessary arrangements at their own expense to comply with these requirements.

The Association shall have no responsibility for the installation, closing, opening or removal of shutters. The Association shall have the authority, however, to enforce this subsection by all means available according to Florida law, the Kensington Covenants, By-Laws and these Rules.

Emergency Generators: An ARB application is not required for a portable generator if the unit is stored in a garage or in a screen-enclosed patio with a suitable tarpaulin cover. If stored outdoors (other than a screened-in patio) an

ARB application is required. A permanently fixed generator requires an ARB application.

When in operation, all generators should be located so that the exhaust fumes will not enter open doors or windows of a home or adjoining home. A portable generator should never be operated inside a garage. Fixed generators must be landscaped and properly screened from view. Underground diesel or gasoline storage tanks are not permitted; they must be above ground on a concrete pad and landscaped so that they are not readily visible. Propane tanks must be located underground. The electrical connection must be made in accordance with all applicable building codes.

No generator, temporary or permanent and no propane tank may be installed without the prior written permission of The Board of Directors after submission by the Owner of a suitable plan or drawing showing the location of the generator and all landscaping and/or screening.

A generator may run from 7:00 AM to 11:00 PM. However, if The Board of Directors finds that the generator is no louder than a standard air conditioning unit, time restrictions may be waived. Time restrictions may also be waived at the discretion of The Board of Directors in the event of threat of a tropical storm or hurricane. In the event an Owner or resident within the Owner's home, requires continuous power to operate a vital piece of life-saving equipment, the Owner should first send a letter by U. S. mail, hand-delivery or email to any member of the Board of Directors requesting a waiver of the time restrictions, with appropriate documentation from a medical doctor. The Board shall immediately review and, at its sole discretion, may grant a waiver of the time restriction.

Energy Conservation Equipment: No solar collector energy panels or attendant hardware or other energy conservation equipment shall be constructed or installed on the exterior of any home unless previously approved by The Board of Directors, the Wycliffe Community Association, the Country Club (if applicable) and by any governmental authorities having jurisdiction.

Interior Window Treatments: No reflective windows or reflective window tinting shall be allowed.

House Colors: The exterior color of homes, including, but not limited to, screen enclosures, fences, hurricane shutters and trim shall conform to the color schemes as established by The Board of Directors. No home, fence, hurricane shutter or trim shall be painted without prior permission from the Architectural Control Committee for Kensington. No screen enclosure shall be of a color not previously approved by the Architectural Control Committee.

Open House Policy: Homeowners or realtors who are interested in having an Open House shall be required to submit an Application for approval to the Wycliffe Community Association four (4) days in advance of the proposed Open House. All prospective buyers shall be called in prior to arrival or be escorted on the Wycliffe property by the homeowner or realtor. The homeowner will be issued a temporary authorization code by the Wycliffe Community Association, which code will expire after the date and time on the application. No approval from The Kensington Board of Directors shall be required.

LAND USE:

Architectural Controls: No construction, which terms shall include within its definition staking, clearing, excavation, grading and other site work, no exterior alteration or modification of existing improvements and no planting or removal of

plants, trees, or shrubs shall take place except in strict compliance with this Article, the Rules of the Wycliffe Community Association, the covenants of Kensington and Wycliffe and, if applicable, the Rules and Covenants of the Golf Club and the requirements of each Board and its documents are fully met and until the appropriate approval of The Architectural Control Committee, the Wycliffe Modification Committee and, if applicable, the Architectural Committee of The Club. If structural construction is involved, the plans must be drafted by a licensed architect. The detailed provisions and appropriate forms for any construction or modification under this Rule are available at the office of the Wycliffe Community Association.

All ARB applications shall be simultaneously processed by Kensington and the Wycliffe Community Association and approval from both Kensington and the Wycliffe Community Association shall be required.

Occupancy of Homes: Whenever any home is owned or leased by a corporation, partnership, trust or other form of multiple ownership (other than the Declarant), the respective agents of the aforementioned entities, i.e., president or chief executive officer, partner, or trustee, shall designate at least ten (10) days prior to closing, the individual, his or her spouse and children, who shall be entitled to use the home and to exercise the rights of a Member hereunder. Only the designated individual(s), their housekeepers, and guests may use the home. After closing of the home, the Owner may from time to time designate the individual or family who shall have the right to occupy the home and exercise the rights of a Member; provided, however, that the designation of the occupant for a home owned by a corporation, partnership or other form of multiple ownership cannot be changed more than three (3) times during any twelve (12) month period.

No home may be occupied on a permanent basis by more than one (1) family comprised of the Owners, their children and/or parents or the Owner's designated individual, his or her children and/or parents.

Leasing Restrictions: No Owner shall be allowed to lease his or her home more than twice each calendar year and no lease shall be for a period of less than three (3) months. No tenant may lease, reside in or occupy a home as a tenant for more than two times in his or her lifetime or for a period of more than twenty four (24) months total in his or her lifetime. "Leasing" for the purposes of these Rules and Regulations is defined as regular, exclusive occupancy of a home, regardless of whether a written lease exists or rent is paid or length of time of occupancy, and therefore subject to the Association requirements and procedures regarding leasing. However, an Owner may permit members of the Owner's immediate family to reside in the Owner's home without the Owner being present, on a guest basis. If the Owner is not leasing the home to the family member, such occupancy by a family member as a guest is not restricted as a lease. However, the Owner is in all events responsible for all conduct of occupants. "Immediate family" is defined as children, grandchildren, great grandchildren, parents and grandparents of the Owner. No member of the Owner's family under the age of sixteen (16) years may reside in the home without the Owner present except with prior written permission of The Board of Directors.

All leases shall be in writing and shall be provided to the Board of Directors along with a Lease Addendum signed by the Owner and the tenant(s) in a form approved by the Wycliffe Community Association. Homes may be rented only in their entirety; no fraction or portion of the home may be rented. Subleasing or renting of rooms is strictly prohibited. The Owner of the home must make

available to the tenant(s) copies of all governing documents, including, but not limited to the Kensington Covenants, By-Laws and these Rules and Regulations. All leases shall provide that the tenant shall be subject in all respects to the terms and conditions of any of the Kensington and Wycliffe documents and that any failure by the tenant to comply with the terms and conditions of any of the documents shall be a material default and breach of the lease with the Owner. The lease shall also provide and the Association may require that the tenant shall post a security deposit with the Association in an amount not to exceed one (1) month's rent or the sum of \$550.00, whichever is greater, for the purposes of reimbursing the Association for any damage to the Common Area or the improvements thereon, caused by the tenant, his or her agents, invitee or licensee, or to reimburse the Association for any additional costs and expenses incurred by the Association in enforcing the terms and conditions of any of the Association's documents. Prior to allowing the tenant to occupy the home, an Owner must submit the Association's standard form which contains information about the tenant, all occupants and vehicles, a copy of the executed lease together with an application fee and security deposit. The Association may require additional information about the tenant and occupant if needed. The Owner has the obligation to keep the Association advised of any change in occupancy of a home. Any leasehold which does not comply with all requirements of this paragraph may be voidable by the Association within the Association's sole discretion. If the Owner defaults in payment of any monetary obligation to the Association while a home is leased, then the Association may require the tenant to pay the rent to the Association sufficiently to satisfy the monetary obligation. This is in addition to all other remedies of the Association.

For purposes of this Section, the term “tenant” shall refer to any tenant or lessee either in their individual capacity or on behalf of a corporation, partnership, trust or other entity and shall include all members of a particular family or household. For example, if either a husband or a wife leases a home within Kensington, neither the husband nor wife shall be entitled to lease a home within the property after the expiration of the reference time frames. Similarly, if a home is being leased in the name of a corporation, partnership, trust or other similar entity, the term “tenant” shall refer to any officer, director, partner, principal, employee, member, agent, trustee, beneficiary or grantor of such entity, either in their individual capacity or on behalf of such entity.

Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.

Easements: No improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way of a next door home or on any Common Property without the prior written approval of The Board of Directors.

Replacement of Landscaping: An Owner who desires to replace any landscaping on his or her property must first receive approval from the Board of Directors. Owners shall take into account the natural landscaping peculiar to Florida. No trees of four (4) or more inches in diameter shall be cut or removed without approval of The Board of Directors and the Wycliffe Community Association.

Storage Facilities, Tool Sheds, Garden Houses and Garages: All storage facilities, tool sheds, garden houses and other similar improvements approved by the

Association, but excluding garages and cabanas, shall be attached to the dwelling so that such improvements and the dwelling constitute a single structure.

On-Site Fuel Storage: No on-site storage of gasoline or other fuels shall be permitted on any part of the home except fuel tanks for storage of fuel for ranges, ovens, dryers, water heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground or appropriately screened in accordance with these Rules and Regulations and approved by The Board of Directors.

Private Wells: Private wells are permitted on a Lot for irrigation purposes, provided the same are previously approved by The Architectural Control Committee the Wycliffe Community Association Modification Committee and any governmental authorities having jurisdiction. Well specifications must strictly adhere to the specifications set forth in Rule L (Well Specifications) of the Wycliffe Community Association Rules and Regulations.

Exterior Work: No work, whether building, repair, maintenance, landscaping or lawn work shall be performed outside of any home prior to 7:00 AM weekdays and prior to 8:00 AM weekends. All such work shall be completed on or before 7:00 PM on weekdays and weekends.

ASSESSMENTS: All notices of assessments from the Association to the Owners shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida law, from the date when due until paid. The assessment, together with interest thereon and the cost of collection thereof, including attorneys' fee, shall be a continuing lien against the home against which the assessment is made.

If after thirty one (31) days of the payment due date of a special assessment the payment is still outstanding, a reminder letter will be sent to the Owner. If payment is still outstanding after the expiration of fifteen (15) additional days, a second letter will be sent to the Owner informing the Owner that a 1.5% late fee will be added to the delinquent balance until the full amount has been paid. After sixty (60) days the account may be sent to an attorney for collection.

Pools, Spas, Jacuzzis: No aboveground pool shall be erected, constructed or installed on any Owner's property. Aboveground spas and Jacuzzis may be permitted with the prior written approval of The Board of Directors and The Wycliffe Community Association Modification Committee.

UTILITIES:

Utilities: Each Owner shall maintain and repair his or her water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the Architectural Control Committee and the Wycliffe Community Association Modification Committee. No septic tank or drain field shall be allowed.

Utility Lines: No overhead utility lines, including lines for cable television, shall be permitted except for temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes.